



AGENDA

Town of Hooksett Town Council

Wednesday, April 13, 2022 at 6:00 PM

A meeting of the Town Council will be held Wednesday, April 13, 2022 in the Hooksett Municipal Building commencing at **6:00 PM**.

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1. CALL TO ORDER	
2. PROOF OF POSTING	
3. ROLL CALL	
4. PLEDGE OF ALLEGIANCE	
5. AGENDA OVERVIEW	
6. PUBLIC HEARINGS	
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6.2. Public Hearing to accept federal grant funds awarded to the Town of Hooksett, NH in the amount of \$89,367.78 for Hooksett Fire-Rescue Department overtime staffing from July 1, 2021-September 30, 2021, per NH RSA 31:95-b III(a) (see item 15.3 for details) Staff Report - SR-22-046 - Pdf	9 - 10
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7.1. BICENTENNIAL MOMENT	
7.2. Hooksett Municipal Employee - New Hire	
8. PUBLIC INPUT - 15 MINUTES	
9. SCHEDULED APPOINTMENTS	
10. CONSENT AGENDA	
10.1. \$200.00 check from HealthTrust to the Town of Hooksett for the 2021 Wellness Coordinator Stretch Goals Earning Incentive per RSA 31:95-b, III (b) and return said amount to the Administration line item 001-000.220.029.000. Staff Report - SR-22-050 - Pdf	11 - 12
11. TOWN ADMINISTRATOR'S REPORT	
12. NOMINATIONS AND APPOINTMENTS	
12.1. Nominations and Appointments Staff Report - SR-22-045 - Pdf	13 - 22
13. BRIEF RECESS	

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

14. OLD BUSINESS

15. NEW BUSINESS

- 15.1. Approval of Memorandum of Understanding between the Town of Hooksett and Hooksett Youth Athletic Association, re: Maintenance of Scoreboards at all Town Fields 23 - 25
[Staff Report - SR-22-053 - Pdf](#)
- 15.2. Accept the donation of \$36,500.00 from the Hooksett Youth Athletic Association to the Town of Hooksett for Department of Public Works (Peters Brook Field) RSA 31:95-e, II. 27 - 40
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- 15.3. Accept Federal Grant Funds awarded to the Town of Hooksett, NH in the amount of \$89,367.78 for Hooksett Fire-Rescue Department overtime staffing from July 1, 2021-September 30, 2021, per NH RSA 31:95-b III(a). 41 - 42
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- 15.4. Waste Disposal Agreement 43 - 62
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- 15.6. Town Personnel Plan Updates 67 - 78
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- 15.7. Town Administrator Contract Effective May 2022

16. APPROVAL OF MINUTES

- 16.1. Public: February 23, 2022 79 - 87
[TC Minutes 02232022](#)
- 16.2. Public: March 9, 2022 89 - 105
[TC Minutes 03092022](#)
- 16.3. Public: March 23, 2022 107 - 119
[03232022 TC Meeting](#)
- 16.4. Non-Public: February 23, 2022
- 16.5. Non-Public: March 9, 2022
- 16.6. Non-Public: March 23, 2022

17. SUB-COMMITTEE REPORTS

18. PUBLIC INPUT

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

20. ADJOURNMENT

PUBLIC INPUT

1. Two 15-minute Public Input sessions will be allowed during each Council Meeting. Time will be divided equally among those wishing to speak, however, no person will be allowed to speak for more than 5 minutes.

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

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

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

STAFF REPORT



To: Town Council
Title: Public hearing to accept the donation of \$36,500.00 from the Hooksett Youth Athletic Association to the Town of Hooksett for Department of Public Works (Peters Brook Field) RSA 31:95-e, II.
Meeting: Town Council - 13 Apr 2022
Department: Public Works
Staff Contact: Thomas Bartula, Highway Crew Chief

BACKGROUND INFORMATION:

The Hooksett Town Council will be holding a public hearing on Wednesday, April 13, 2022 @ 6:00pm at the Hooksett Town Hall Chambers, 35 Main Street, Hooksett, NH. The purpose of the public hearing is to accept a donation of \$18,000 (in the form of 2 scoreboards) and \$18,500 (for installation of 2 scoreboards) from the Hooksett Youth Athletic Association to the Town of Hooksett for the Department of Public Works (Peters Brook Field) per RSA 31:95-e, II. For documentation or questions, please contact the Hooksett Public Works Department at 603-668-8019.

FINANCIAL IMPACT:

\$36,500.00

POLICY IMPLICATIONS:

None.

RECOMMENDATION:

1. Open Public Hearing.
2. Listen to public input.
3. Close Public Hearing.
4. Proceed to New Business section of this agenda, discuss this item and vote.

SUGGESTED MOTION:

1. Motion to open Public Hearing.
2. Motion to close Public Hearing.
3. Motion to proceed to New Business section of this agenda, discuss this item and vote.

TOWN ADMINISTRATOR'S RECOMMENDATION:

See New comments in new business

ATTACHMENTS:

[Public Hearing Notice for Donation](#)

**TOWN OF HOOKSETT
PUBLIC HEARING NOTICE**

The Hooksett Town Council will be holding a public hearing on Wednesday, April 13, 2022 @ 6:00 pm at the Hooksett Town Hall Chambers, 35 Main Street, Hooksett, NH. The purpose of the public hearing is to accept a donation of \$18,000 (in the form of 2 scoreboards) and \$18,500 (for installation of 2 scoreboards) from the Hooksett Youth Athletic Association to the Town of Hooksett for the Department of Public Works (Peters Brook Field) per RSA 31:95-e, II. For documentation or questions, please contact the Hooksett Public Works Department at 603-668-8019.

Town Council
STAFF REPORT



To: Town Council
Title: Public Hearing to accept federal grant funds awarded to the Town of Hooksett, NH in the amount of \$89,367.78 for Hooksett Fire-Rescue Department overtime staffing from July 1, 2021-September 30, 2021, per NH RSA 31:95-b III(a)
Meeting: Town Council - 13 Apr 2022
Department: Fire and Rescue
Staff Contact: Regina Howard, Administrative Assistant

BACKGROUND INFORMATION:

The NH DOJ announced available federal funding for municipalities and state agencies to aid with activities related to relaxed COVID-19 restrictions. The funding is provided by the American Rescue Plan Act of 2021 (ARPA), State Fiscal Recovery Funds (SFRF). HFR sought funds to reimburse eligible overtime expended to maintain staffing at 7 firefighters per shift.

FINANCIAL IMPACT:

+\$89,367.78

RECOMMENDATION:

To hold a public hearing for the acceptance of funds from the NH DOJ 2021 ARPA Municipalities Grant in the amount of \$89,367.78 per NH RSA 31:95-b III(a) and to have Council sign a Certificate of Authority to authorize the Town Administrator to sign all associated documents.

SUGGESTED MOTION:

Public Hearing

TOWN ADMINISTRATOR'S RECOMMENDATION:

Listen to testimony on the proposed acceptance of the NH DOJ grant in the amount of \$89,367.78.

ATTACHMENTS:

[16925adreceipt](#)



Classified Advertising & Legal Invoice

TOWN OF HOOKSETT-TOWN COUNCIL
35 MAIN ST
ATTN: ADMINISTRATION DEPT.
HOOKSETT, NH 03106

Acct#:51363
Ad#:16925
Phone#:603-485-2017
Date:03/22/2022

Salesperson: RGONZALEZ Classification: Legals Ad Size: 1.0 x 2.000

Advertisement Information:

Description	Start	Stop	Ins.	Cost/Day	Total
Union Leader	04/05/2022	04/05/2022	1	62.20	62.20

Payment Information:

Date: 03/22/2022 Order# 16925 Type ACCOUNT

Total Amount: 62.20

Amount Due: 62.20

Ad Copy

Town of Hooksett Public Hearing Notice

The Hooksett Town Council will be holding a public hearing on Wednesday, April 13th @ 6:00pm at the Hooksett Town Hall chambers, 35 Main Street, Hooksett, NH. The purpose of the public hearing is to accept not more than \$89,367.78 in grant funding from the NH Department of Justice 2021 American Rescue Plan Act (ARPA) Municipalities, State Fiscal Recovery Funds (SFRF) to the Town of Hooksett under RSA 31:95-b III (a).

For documentation or questions, contact the Hooksett Fire Department at 603-623-7272.
(UL - Apr. 5)

Town Council

STAFF REPORT



To: Town Council
Title: \$200.00 check from HealthTrust to the Town of Hooksett for the 2021 Wellness Coordinator Stretch Goals Earning Incentive per RSA 31:95-b, III (b) and return said amount to the Administration line item 001-000.220.029.000.
Meeting: Town Council - 13 Apr 2022
Department: Administration
Staff Contact: Donna Fitzpatrick, Human Resource Coordinator

BACKGROUND INFORMATION:

HealthTrust provides healthcare coverage to New Hampshire public sector employees. The Town of Hooksett ("Town") contracts with HealthTrust for the Town's medical (Anthem) and dental (Delta) coverage. As a HealthTrust member, they provide the Town "*Wellness Coordinator Stretch Goals*". Those stretch goals achieved by our Town result in earning incentives. Hooksett achieved the following 2021 stretch goals:

1. HealthTrust secure enrollee portal. The portal allows Town insured employees and their family members 24/7 on-line access to their medical, dental and other health insurance incentives. Town 2021 "*stretch goal*" 98 and actual 101 accounts. = \$100
2. Smartshopper Participants. This program provides consumerism to Town insured employees by offering cost-effective providers for services. Employees choosing these providers receive a cash reward and the Town benefits by keeping claims costs down to manage our annual rate renewals. Town 2021 "*stretch goal*" 28 and actual 34 participants = \$100

FINANCIAL IMPACT:

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

POLICY IMPLICATIONS:

N/A

RECOMMENDATION:

Accept \$200.00 check from HealthTrust to the Town of Hooksett for the 2021 Wellness Coordinator Stretch Goals Earning Incentive per RSA 31:95-b, III (b) and return said amount to the Administration line item 001-000.220.029.000.

SUGGESTED MOTION:

Accept \$200.00 check from HealthTrust to the Town of Hooksett for the 2021 Wellness Coordinator Stretch Goals Earning Incentive per RSA 31:95-b, III (b) and return said amount to the Administration line item 001-000.220.029.000.

TOWN ADMINISTRATOR'S RECOMMENDATION:

Concur

Town Council

STAFF REPORT



To: Town Council
Title: Nominations and Appointments
Meeting: Town Council - 13 Apr 2022
Department: Administration
Staff Contact: Leann McLaughlin, Project Coordinator

BACKGROUND INFORMATION:

Robb Curry recently moved to Hooksett and would like to bring his experience to the Town of Hooksett by joining the Southern New Hampshire Planning Commission. The Planning Board recommended nomination and appointment of Robb Curry to the Southern New Hampshire Planning Commission at their meeting on March 21, 2022.

Denise Pichette Volk is a current Planning Board member and has offered to fill one of the positions on the Southern New Hampshire Planning Commission. The Planning Board recommended the nomination and appointment of Denise Pichette Volk at their meeting on March 21, 2022.

Nancy Philbrick would like to continue her service on the Cemetery Commission. She currently holds a position on the Cemetery Commission but did not get on the recent ballot. This would only be for a one year term until the next election.

RECOMMENDATION:

The Planning Board recommended the nomination and appointment of Robb Curry and Denise Pichette Volk to the Southern New Hampshire Planning Commission with terms expiring 06/30/2026. Due to the length of time that Hooksett has not had representation on the Southern New Hampshire Planning Commission, I recommend nominating and appointing in the same evening so both applicants can attend the next Commission meeting that is scheduled prior to the next Town Council meeting.

SUGGESTED MOTION:

Motion to waive the Town Council Rules and Procedures to nominate and appoint in the same night for the Southern New Hampshire Planning Commission openings.

Motion to nominate and appoint Robb Curry to the Southern New Hampshire Planning Commission with a term expiring 06/30/2026.

Motion to nominate and appoint Denise Pichette Volk to the Southern New Hampshire Planning Commission with a term expiring 06/30/2026.

Motion to nominate Nancy Philbrick to the Cemetery Commission with a term expiring 06/30/2023.

TOWN ADMINISTRATOR'S RECOMMENDATION:

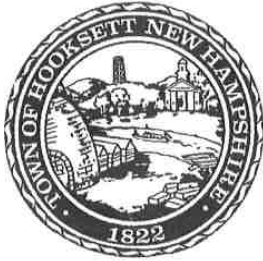
Concur- Thank you to the volunteers for stepping up to the task.

ATTACHMENTS:

[R. Curry Application and Fraud Policy](#)

[D. Pichette Volk Application](#)

[N. Philbrick Application](#)



Town of Hooksett

APPLICATION FOR APPOINTED TOWN BOARD POSITION

Date Submitted: 3/8/2022
 Name: Robb Curry Phone: (603) 657-6722
 Address: 6 Leonard Ave
 Email Address: basrobby9@gmail.com
 Signature: Robb Curry

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

Attn: Administration Department or email to LFuller@hooksett.org

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

BOARDS, COMMISSIONS & COMMITTEES

Role Preference
 Alternate, Regular, or None?

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

2

How long have you been a resident of Hooksett?

Since Jan 2022

Why are you seeking this position?

Was on Manchester Planning Board and
enjoy being part of the community

Do you have any specific goals or objectives?

NO Just a great NH

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

Business owner, College educated, Board Experience

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:

Queen City Pride NH Co-founder and Chairman
Manchester Planning Board member

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

Queen City Pride NH 2018 - present
Manchester Planning Board 2018 - 2021

Town of Hooksett

35 Main Street
Hooksett, NH 03106

FRAUD POLICY

Recognition & Awareness Form

Acknowledgement:

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

Signature:

Print Name:

Date Signed:

Department Head Signature:



Town of Hooksett

APPLICATION FOR APPOINTED TOWN BOARD POSITION

Date Submitted: 3-22-22
 Name: Denise Pichette Volk Phone: 603-494-9025
 Address: 6 Highland Street, Hooksett, NH 03106
 Email Address: volkfam@comcast.net
 Signature: *Denise Pichette Volk*

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

Attn: Administration Department or email to LFuller@hooksett.org

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

BOARDS, COMMISSIONS & COMMITTEES

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

2

How long have you been a resident of Hooksett?

70+ years

Why are you seeking this position?

Interested in regional planning

Do you have any specific goals or objectives?

Master Plan Evolution

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

50+ years in Healthcare, including leadership roles in Laboratory, Quality Assurance, Physician Services and IT

Management liaison for clinical construction projects including Lab, ED, Cardiology: Cath labs, EP Labs

Market Research for SNHU

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

n/a

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

Past Chairman, BSA Troop 292

Member, NH Preservation Alliance

Member, NH Historical Society

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

Current Planning Board

Current Town Hall Preservation Committee

Past Town Council

Past Budget Committee

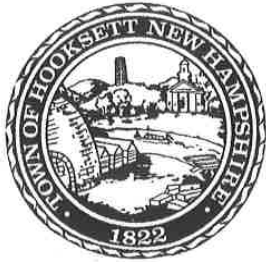
Past Perambulation Sub-committee

Past Cawley School Construction Sub-committee

Past Memorial School Construction Addition Sub-committee

Past Safety Center Construction Committee - Budget Committee Rep

Past Ambulance Committee



Town of Hooksett

APPLICATION FOR APPOINTED TOWN BOARD POSITION

Date Submitted: 3/23/2022
 Name: Nancy Philbrick Phone: 603345 7275
 Address: 45 MANMOTH Rd.
 Email Address: Nancy.Philbrick@gmail.com
 Signature: [Handwritten Signature]

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

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

BOARDS, COMMISSIONS & COMMITTEES

Role Preference

Alternate, Regular, or None?

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

2

How long have you been a resident of Hooksett? 18 years

Why are you seeking this position?
Currently hold this position - did not get on recent ballot - got 4 write in votes

Do you have any specific goals or objectives?
Continue my service

Please list special skills, talents or experience pertinent to the position sought:
Previous years on committee

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:
Currently on Cemetery Commission

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

Town Council
STAFF REPORT



To: Town Council
Title: Approval of Memorandum of Understanding between the Town of Hooksett and Hooksett Youth Athletic Association, re: Maintenance of Scoreboards at all Town Fields
Meeting: Town Council - 13 Apr 2022
Department: Public Works
Staff Contact: Thomas Bartula, Highway Crew Chief

BACKGROUND INFORMATION:

A Memorandum of Understanding between the Town of Hooksett and Hooksett Youth Athletic Association, re: Maintenance of Scoreboards at all Town Fields was drafted, reviewed, and approved by the Town Counsel for the Town Council's approval.

FINANCIAL IMPACT:

None.

POLICY IMPLICATIONS:

None.

RECOMMENDATION:

Approve the proposed Memorandum of Understanding between the Town of Hooksett and Hooksett Youth Athletic Association, re: Maintenance of Scoreboards at all Town Fields.

SUGGESTED MOTION:

Motion to approve the proposed Memorandum of Understanding between the Town of Hooksett and Hooksett Youth Athletic Association, re: Maintenance of Scoreboards at all Town Fields.

TOWN ADMINISTRATOR'S RECOMMENDATION:

Concur- The Town of Hooksett appreciates the generous donation from Hooksett Youth Athletic Association (HYAA). This donation in combination with the 5 year warranties that come with each of the scoreboards and MOU with HYAA for continued maintenance for these scoreboards beyond the 5 year warranty is a good proposal for the Town of Hooksett.

ATTACHMENTS:

[MOU HYAA Maintenance of Scoreboards](#)

**MEMORANDUM OF UNDERSTANDING
MAINTENANCE OF ATHLETIC FIELDS SCOREBOARDS**

This Memorandum of Understanding (MOU) is entered into by and between the Town of Hooksett, NH (Town) and Hooksett Youth Athletic Association (HYAA). The parties hereby agree as follows with regards to the maintenance of scoreboards at the following fields:

- Donati Football Field
 - Donati Little League Field
 - Donati Minor League Field
 - Donati Upper Softball Field
 - Donati Lower Softball Field 1
 - Donati Lower Softball Field 2
 - Peters Brook Park East
 - Peters Brook Park West
1. The parties agree that all scoreboards will be covered under the Town's property insurance policy.
 2. The parties agree that HYAA will be responsible for all required maintenance and upkeep of all scoreboards commencing on the date of this MOU through the life of the scoreboards and beyond the 5-year warranty.
 3. The parties agree that HYAA will pay for all related costs and expenses associated with maintenance and upkeep of all scoreboards.
 4. The parties agree that no Town staff shall be used for maintenance and upkeep of all scoreboards.
 5. The parties agree that any and all contractors used for maintenance and upkeep of all scoreboards shall take out and pay for workers' compensation insurance as required by the State of New Hampshire and shall agree to defend, indemnify, and hold Town harmless and, if requested by Town, their contractors, agents and employees or any of them, from and against any and all claims, suits, losses or liability, including attorney's fees and litigation expenses, for or on account of injury to or death of persons, including contractors' employees, contractors' subcontractors or their employees, or damage to or destruction of property, or any bond obtained for same, as a result of contractors' operations or completed operations, or by the operations of those acting on behalf of contractors.
 6. The parties agree that HYAA will be responsible for replacing the scoreboards when needed.
 7. This MOU is effective upon signing and will remain in effect until either party terminates this agreement in writing. Said termination will take effect 30 days after written notice is provided to the other party.

MOU – Maintenance of Athletic Fields Scoreboards

8. This MOU may be amended in writing, with the consent of the Town and HYAA.
9. The parties acknowledge that this MOU constitutes the entire agreement concerning the subject matter hereof, and that there are no other prior or contemporaneous agreements, exchanges, representations, arrangements, or understandings, written or oral, between or among them relating to the subject matter hereof.

Dated:

Hooksett Youth Athletic Association

Town of Hooksett

By: _____

By: _____

Name: _____

(Type or Print)

Name: _____

(Type or Print)

Title: _____

Title: _____

Town Council

STAFF REPORT



To: Town Council
Title: Accept the donation of \$36,500.00 from the Hooksett Youth Athletic Association to the Town of Hooksett for Department of Public Works (Peters Brook Field) RSA 31:95-e, II.
Meeting: Town Council - 13 Apr 2022
Department: Public Works
Staff Contact: Thomas Bartula, Highway Crew Chief

BACKGROUND INFORMATION:

Hooksett Youth Athletic Association is donating \$36,500 in the form of 2 scoreboards to the Town of Hooksett for Department of Public Works (Peters Brook Field). A Public Hearing was held to accept the donation.

FINANCIAL IMPACT:

\$36,500.00

POLICY IMPLICATIONS:

None.

RECOMMENDATION:

1. Waive the Council Rules of Procedures and accept the donation on same Council meeting as the Public Hearing.
2. Accept \$36,500.00 donation from the Hooksett Youth Athletic Association to the Town of Hooksett for Department of Public Works (Peters Brook Field) RSA 31:95-e, II.

SUGGESTED MOTION:

1. Motion to waive the Council Rules of Procedures and accept the donation on same Council meeting as the Public Hearing.
2. Motion to accept \$36,500.00 donation from the Hooksett Youth Athletic Association to the Town of Hooksett for Department of Public Works (Peters Brook Field) RSA 31:95-e, II.

TOWN ADMINISTRATOR'S RECOMMENDATION:

Concur- The Town of Hooksett appreciates the generous donation from Hooksett Youth Athletic Association (HYAA). This donation in combination with the 5 year warranties that come with each of the scoreboards and MOU with HYAA for continued maintenance for these scoreboards beyond the 5 year warranty is a good proposal for the Town of Hooksett.

ATTACHMENTS:

[Scoreboards](#)

[Scoreboards warranty](#)
[Public Hearing Notice for Donation](#)

3/29/22, 11:06 AM

Mail - Thomas Bartula - Outlook



FOOT BALL
FIELD

3/29/22, 11:05 AM

Mail - Thomas Bartula - Outlook



LITTLE
LEAGUE
FIELD

3/29/22, 11:06 AM

Mail - Thomas Bartula - Outlook



MINOTT
LEAGUE
FIELD

3/29/22, 11:06 AM

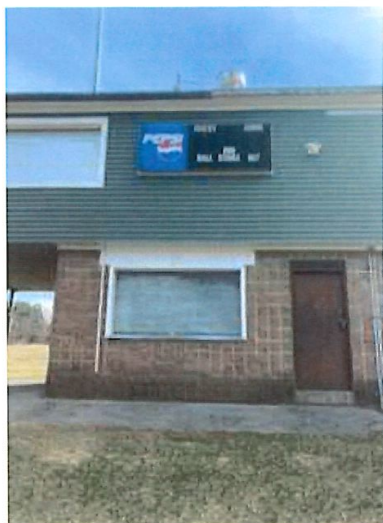
Mail - Thomas Bartula - Outlook



SOFTBALL
FIELD
UPPER FIELD

3/29/22, 11:06 AM

Mail - Thomas Bartula - Outlook



SOFTBALL
FIELD
LOWER FIELD

3/29/22, 11:06 AM

Mail - Thomas Bartula - Outlook



LOWER
SOFTBALL
FIELD

~~LOWER~~
~~SOFTBALL~~
~~FIELD~~

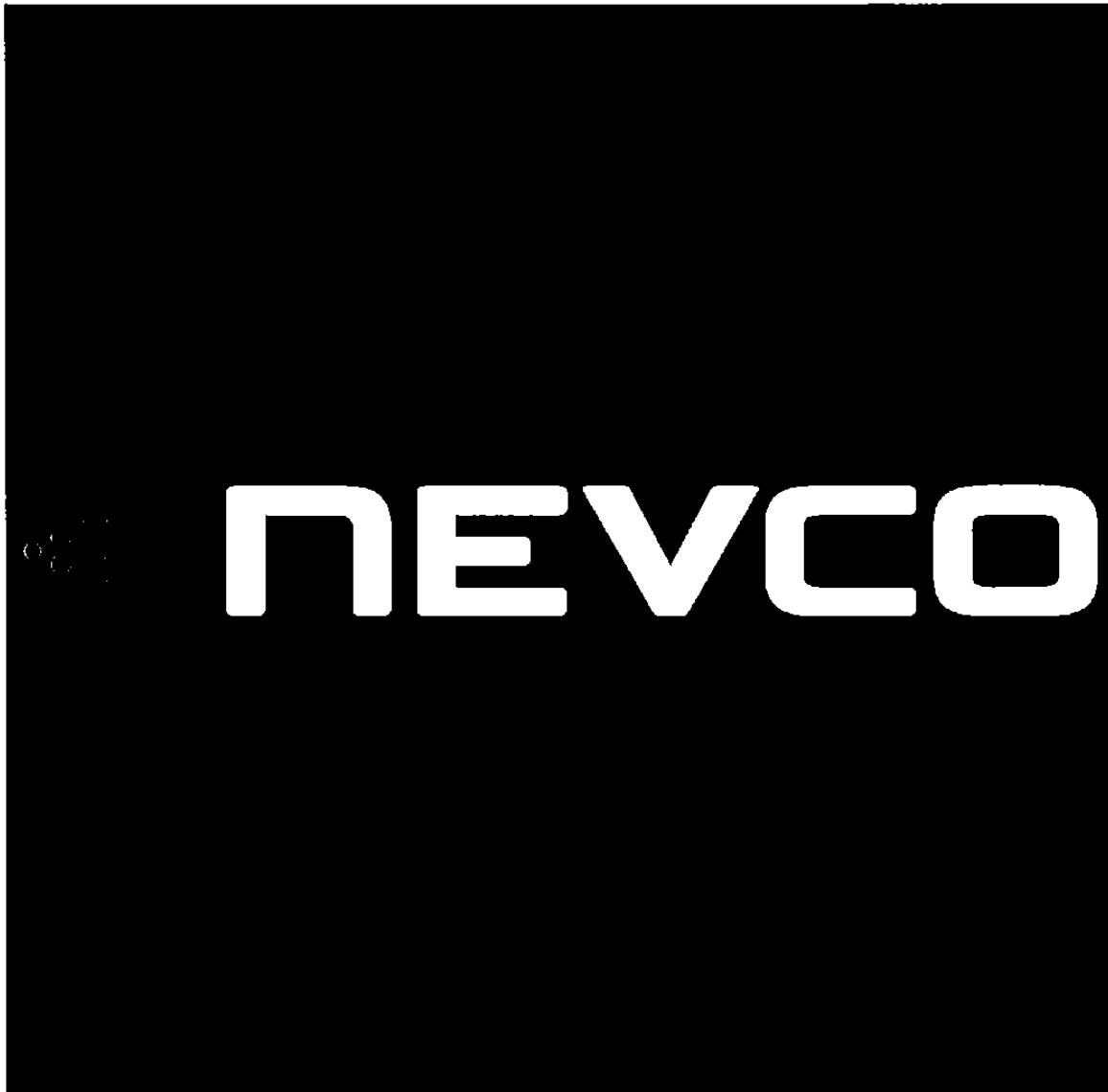
4/4/22, 11:36 AM

Warranty and Limitation of Liability

Warranty and Limitation of Liability

 nevco.com/warranty-limitation/

May 15, 2015



This Warranty and Limitation of Liability (the "Warranty") sets forth the warranty provided by Nevco with respect to equipment supplied by Nevco to Purchaser. By accepting delivery of equipment from Nevco, Purchaser agrees to be bound by and accept these terms and conditions. It is specifically agreed that the price of the equipment is based upon the terms of this Warranty and Limitation of Liability.

NEVCO WILL ONLY BE OBLIGATED TO HONOR THE WARRANTY SET FORTH HEREIN UPON RECEIPT OF FULL PAYMENT FOR EQUIPMENT PURCHASED FROM NEVCO.

1. WARRANTY COVERAGE

A. Nevco scoreboards, scoring tables, marquees, message centers, video boards, MPCW Control, and Stadium Pro loudspeaker enclosures are guaranteed for a period of five (5) years from the date of invoice against defects in workmanship or material (defined below).

Wireless components, portable scoreboards and solar power kit carry a two (2) year guarantee from date of invoice. Hand-held controls and switches carry a one (1) year guarantee from date of invoice. The Stadium Pro loudspeaker front printed scrim is guaranteed for one (1) year from the date of invoice.

For products supplied by third-party suppliers (i.e. cameras, computers, computer monitors, radar guns, loudspeakers, amplifiers and associated electronics), Purchaser agrees to accept the manufacturer's warranty, if any, in lieu of any warranty by Nevco.

B. Nevco's obligation under this Warranty shall be limited to repair or replacement, at its option, of any equipment or part thereof. Unless otherwise directed by Nevco, any defective equipment or part thereof shall be returned to Nevco for repair or replacement. Nevco may, at its option, provide on-site warranty service. Nevco shall have a reasonable period of time to make such repairs or replacements. Nevco will pay no charges for time or materials used by others in making repairs or replacements.

C. Purchaser shall pay ground transportation charges for the return of any defective equipment or parts thereof. If returned equipment or parts thereof are repaired or replaced under the terms of this warranty, Nevco will prepay surface postage transportation charges back to Purchaser; otherwise, Purchaser shall pay transportation charges to return the equipment or parts thereof back to the Purchaser. All returns must be pre-approved by Nevco before shipment. Nevco shall not be obligated to pay freight for any unapproved return. Purchaser shall pay any upgraded or expedited transportation charges.

D. Defects shall be defined as follows. Excepting LEDs, a "Defect" shall refer to a material variance from the design specification that prohibits the equipment from operating for its intended use. With respect to LEDs, "Defects" are defined as LED pixels that cease to emit light. This warranty does not impose any duty or liability upon Nevco for partial LED pixel degradation. Nor does this warranty provide for the replacement or installation of communication methods including but not limited to, wire, fiber optic cable, conduit, trenching, or for the purpose of overcoming local site interference radio equipment substitutions.

THIS LIMITED WARRANTY IS THE ONLY WARRANTY APPLICABLE TO THE EQUIPMENT AND REPLACES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR THE PARTICULAR PURPOSE OF PURCHASER. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY NEVCO, ITS AGENTS OR EMPLOYEES, SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS LIMITED WARRANTY.

4/4/22, 11:36 AM

Warranty and Limitation of Liability

THIS LIMITED WARRANTY IS NOT TRANSFERABLE.

2. EXCLUSION FROM WARRANTY COVERAGE

The warranty does not impose any duty or liability upon Nevco for:

A. Any damage occurring, at any time, during shipment of equipment unless provided elsewhere. When returning equipment or parts thereof to Nevco for repair or replacement, Purchaser assumes all risk of loss or damage and agrees to use only shipping containers provided by Nevco, if any, and to ship the equipment or parts in the manner prescribed by Nevco;

B. Any damage caused by the unauthorized adjustment, repair or service of the equipment by anyone other than personnel of Nevco or its authorized repair agents;

C. Damage caused by the failure to provide a continuously suitable environment, including, but not limited to: (i) neglect or misuse, (ii) a failure or sudden surge of electrical power, (iii) improper air conditioning or humidity control, or (iv) any other cause other than ordinary use;

D. Damage caused by fire, flood, earthquake, water, wind, lightning or other natural disaster, strike, inability to obtain materials or utilities, war, terrorism, civil disturbance or any other cause beyond Nevco's reasonable control;

E. Failure to adjust, repair or replace any item of equipment if it would be impractical for Nevco personnel to do so because of connection of the equipment by mechanical or electrical means to another device not supplied by Nevco, or the existence of general environmental conditions at the site that pose a danger to Nevco personnel;

F. Any damage arising from the use of the equipment in any application other than the application for which it is intended, unless, upon request, such use is specifically approved in writing by Nevco;

G. Any preventative maintenance.

3. LIMITATION OF LIABILITY

Nevco shall be under no obligation to furnish service under this Warranty if alterations are made to the equipment or parts thereof without the prior written approval of Nevco.

In no event shall Nevco (including its subsidiaries, affiliates, officers, directors, employees, or agents) be liable for any special, consequential, incidental or exemplary damages arising out of or in any way connected with the equipment or otherwise, including but not limited to damages for lost profits, cost of substitute or replacement equipment or parts, down time, lost data, injury to property or any damages or sums paid by Purchaser to third parties, even if Nevco has been advised of the possibility of such damages. The foregoing limitation of liability shall apply whether any claim is based upon principles of contract, tort, statutory duty, indemnity, contribution, or otherwise.

In no event shall Nevco be liable to Purchaser or any other party for loss, damage, or injury of any kind or nature arising out of or in connection with this Warranty in excess of the purchase price of the equipment actually delivered to and paid for by the Purchaser.

4/4/22, 11:36 AM

Warranty and Limitation of Liability

4. ASSIGNMENT OF RIGHTS

The Warranty contained herein extends only to the original end-user (which may be the Purchaser) of the Equipment and no attempt to extend the Warranty to any subsequent user-transferee of the Equipment shall be valid or enforceable without the express written consent of Nevco.

5. DISPUTE RESOLUTION

Any dispute between the parties will be resolved exclusively and finally by arbitration administered by USA&M-Midwest and conducted under its rules, except as otherwise provided below. The arbitration will be conducted before a single arbitrator. The arbitration shall be held in Edwardsville, Illinois. Any decision rendered in such arbitration proceedings will be final and binding on each of the parties, and judgment may be entered thereon in any court of competent jurisdiction. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act.

6. GOVERNING LAW

Both parties consent to the application of the laws of the State of Illinois to govern, interpret, and enforce all rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this Warranty, without regard to conflict of law principles.

7. EXTENDED WARRANTY

This Extended Warranty sets forth the warranty provided by Nevco with respect to equipment supplied by Nevco to Purchaser. The Extended Warranty increases the duration of the standard Nevco Warranty and Limitation of Liability. The Extended Warranty makes no other changes to the standard Nevco Warranty and Limitation of Liability.

Scoreboards, scoring tables, marquees, message centers, video boards and Stadium Pro loudspeaker enclosures are extended from a period of five (5) years from the date of invoice to a period of 6, 7, 8, 9, or 10 years only if one of the following line items are found on the original sales order.

Nevco Part Number	Years of Extension	Total Warranty Duration
235-5100	1	6
235-5101	2	7
235-5102	3	8
235-5103	4	9
235-5104	5	10

4/4/22, 11:36 AM

Warranty and Limitation of Liability

* Exclusions to the 5 year warranty identified by the Standard Nevco Warranty and Limitation of Liability are not extendable and include but are not limited to Wireless components, portable scoreboards and solar power kit, Hand-held controls, Stadium Pro loudspeaker front printed scrim, products supplied by third-party suppliers (i.e. cameras, computers, computer monitors, radar guns, loudspeakers, amplifiers and associated electronics).

**TOWN OF HOOKSETT
PUBLIC HEARING NOTICE**

The Hooksett Town Council will be holding a public hearing on Wednesday, April 13, 2022 @ 6:00 pm at the Hooksett Town Hall Chambers, 35 Main Street, Hooksett, NH. The purpose of the public hearing is to accept a donation of \$18,000 (in the form of 2 scoreboards) and \$18,500 (for installation of 2 scoreboards) from the Hooksett Youth Athletic Association to the Town of Hooksett for the Department of Public Works (Peters Brook Field) per RSA 31:95-e, II. For documentation or questions, please contact the Hooksett Public Works Department at 603-668-8019.

Town Council STAFF REPORT



To: Town Council
Title: Accept Federal Grant Funds awarded to the Town of Hooksett, NH in the amount of \$89,367.78 for Hooksett Fire-Rescue Department overtime staffing from July 1, 2021-September 30, 2021, per NH RSA 31:95-b III(a).
Meeting: Town Council - 13 Apr 2022
Department: Fire and Rescue
Staff Contact: Regina Howard, Administrative Assistant

BACKGROUND INFORMATION:

The NH DOJ announced available federal funding for municipalities and state agencies to aid with activities related to relaxed COVID-19 restrictions. The funding was provided by the American Rescue Plan Act of 2021 (ARPA), State Fiscal Recovery Funds (SFRF). Hooksett Fire sought grant funds to reimburse eligible overtime funds expended to maintain staffing at 7 firefighters per shift.

FINANCIAL IMPACT:

+\$89,367.78

POLICY IMPLICATIONS:

None

RECOMMENDATION:

To conduct a public hearing for and to accept the NH DOJ 2021 ARPA Municipalities grant in the amount of \$89,367.78 per NH RSA 31:95-b III(a) and to have Council sign a Certificate of Authority to authorize the Town Administrator to sign all associated documents.

SUGGESTED MOTION:

Motion to waive Council rules and accept the NH DOJ 2021 ARPA Municipalities grant the same night as the public hearing in the amount of \$89,367.78 per NH RSA 31:95-b III(a) and to have Council Chair sign a Certificate of Authority to authorize the Town Administrator to sign all associated documents.

TOWN ADMINISTRATOR'S RECOMMENDATION:

Concur

ATTACHMENTS:

[TC CERTIFICATE OF AUTHORITY 04132022](#)



Town of Hooksett

CERTIFICATE OF AUTHORITY

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

1. The Hooksett Town Council voted to accept funds from the NH Department of Justice, ARPA-2021/State Fiscal Recovery Funds, Relaxed Covid Restriction Response Plan Grant;
2. And further authorizes the Town Administrator to sign any grant documents which may be necessary for this contract;
3. This authorization has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
4. The following now occupies the office indicated above:

André L. Garron, Town Administrator

In witness whereof, I have hereunto set my hand as the Chairman, on this the 13th day of April, 2022.

James A. Sullivan
Town Council Chairman

State of New Hampshire
County of Merrimack

On this the ____ day of _____, 2022, before me the undersigned officer, personally appeared James A. Sullivan, who acknowledged himself to be the Chairman of the Hooksett Town Council, being authorized to do so, executed this foregoing instrument for the purpose therein contained.

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

Notary/Justice of the Peace

Town Council

STAFF REPORT



To: Town Council
Title: Waste Disposal Agreement
Meeting: Town Council - 13 Apr 2022
Department: Public Works
Staff Contact: Denise Cumings, Recycle and Transfer Crew Chief

BACKGROUND INFORMATION:

Existing Municipal Solid Waste contract with Waste Innovations, aka, "Wheelabrator" is set to expire on 6-30-2023. Currently, we are paying \$76.16 per ton. This rate will increase to \$77.68 per ton by July 1, 2022. Extensive discussions with the Recycling and Transfer Advisory Committee regarding other options for disposal at the Waste Management Turnkey Landfill, Cassella Bethlehem Landfill and Haverhill, MA Covanta Incinerator were reviewed, and the board voted to recommend accepting the 10-year contract with Waste Innovations at the January 25, 2022. The Waste Innovations contract dated December 2, 2021 was reviewed by both Primex and by the Town's NHMA legal counsel. There were some questions raised and were addressed with Waste Innovations revised February 24, 2022 contract. (See email from Jerry Collins for change summary and revisions).

In 2005, the Town of Hooksett signed a waste disposal agreement that allowed Hooksett into Wheelabrator starting January 1, 2006. This agreement authorized the usage until December 31, 2010. This agreement was then extended for an additional three years (until December 31, 2013). As part of this agreement, the Town of Hooksett was allowed to take bulk waste (furniture, sheet rock, etc.) to Turnkey Recycling and Environmental Enterprises. On July 8th 2013 the contract with Wheelabrator was extended for an additional 10 years, from July 1, 2013 until June 30, 2023. This contract is due to expire on June 30, 2023.

Also an important fact to note is that "Wheelabrator" has been and does turn away customers who do not have a contract during peak times and during their maintenance times when the incinerator is working at half capacity (two times a year for about 5 weeks).

FINANCIAL IMPACT:

An increase from \$77.68 per ton to \$89 per ton starting July 1, 2023 with 4.75% increase annually.

POLICY IMPLICATIONS:

None.

RECOMMENDATION:

Although the waste disposal agreement meets the requirement for three competitive bids, it is the request of the Recycling and Transfer Advisory Committee to have the Town Council waive this requirement and to approve the Waste Innovations 10-year contract starting July 1, 2023.

SUGGESTED MOTION:

Motion to:

- 1) Waive the requirement for the three competitive bids.
- 2) Accept Waste Innovation 10-year contract starting July 1, 2023.

TOWN ADMINISTRATOR'S RECOMMENDATION:

Concur-The Recycling and Transfer Advisory Committee has voted to recommend Wheelabrator's proposed 10 year contract.

ATTACHMENTS:

[Comparison Chart](#)

[RTAC 012522 Minutes](#)

[Staff Report Wheelabrator](#)

[Waste Management](#)

[Win Waste Innovations](#)

[Casella](#)

Comparison List

Company	Location	Distance	Time to Deliver & Return	Fuel Use	Beginning July 1, 2023	Cost per ton	Annual Mileage 260 trips
Waste Innovations	Wheelabrator	20 miles one way	< 2 hours round trip	11.5 gallons round trip	10 yr contract	\$89/ton + 4.75% annually	40 x 260 = 10,400 miles
WM	Turnkey Landfill (Rochester)	44 miles one way	4 hour +/- round trip -2 manhours @ \$40/hour = 520 hour/yr = \$20,800	25 gallons round trip	7 yr contract	\$79.95/ton + 4.8% year 2 increasing to year 7 = 6.4%	88 x 260 = 22,880 miles 12400 miles = 3,566 additional gal. fuel @ \$5/gal = \$17,830
Cassella	Bethlehem NH Landfill	92 miles one way	7 hour +/- round trip -5 manhours @ \$40/hour = 1300 = \$52,000	53 gallons round trip	5 yr contract Annually beginning July 1, 2023	\$65/ton increasing 5% or CPI New - CPI Old/CPI Old which ever is greater	184 x 260 = 47,840 miles 37,440 miles = 10,698 additional gal. fuel @ \$5 = \$53,490.00 NOTE: Would need to change tractor replacement schedule.

Year	Wheelabrator	Annual Cost @ 5000 tons
July 1, 2023- June 30, 2024	\$89.00	\$445,000.00
July 1, 2024- June 30, 2025	\$93.45	\$467,250.00
July 1, 2025- June 30, 2026	\$98.10	\$490,500.00
July 1, 2026- June 30, 2027	\$103.00	\$510,000.00
July 1, 2027- June 30, 2028	\$108.20	\$541,000.00
July 1, 2028- June 30, 2029	\$113.60	\$568,000.00
July 1, 2029- June 30, 2030	\$119.30	\$596,500.00
July 1, 2030- June 30, 2031	\$125.25	\$626,250.00
July 1, 2031- June 30, 2032	\$131.50	\$657,500.00
July 1, 2032- June 30, 2033	\$138.10	\$690,500.00

WM Charge	@ 5000 tons
\$79.95	\$399,750.00
\$83.95	\$419,750.00
\$88.25	\$441,250.00
\$92.50	\$462,500.00
\$98.00	\$490,000.00
\$103.00	\$515,000.00
\$110.00	\$550,000.00

10 manhours per week R&T
520 hours @ \$40 = \$20,800

Year 1 Pricing: \$65.00/ton Bethlehem

- 60-month term (commencing July 1, 2023)
- Consumer Price Index for Garbage and Trash Collection, CPI-U Northeast percentage change from the previous year, or 5% whichever is greater. All line items shall be automatically adjusted based on the change in the monthly CPI in June of the prior year (CPI Old) and the average monthly CPI in June of the current year (CPI New). Rate Adjustment (%) = $\frac{\text{CPI New} - \text{CPI Old}}{\text{CPI Old}}$

Tractor Replacement schedule

Reduced staff working @ Transfer

Sizemore Trucking @ \$125/hour as backup trucking 2/2021

Wear and tear on vehicle & equipment

Distance to send maintenance if there is a breakdown

Recycling and Transfer Advisory Committee Minutes
Meeting Minutes
1-25-2022

Meeting was called to order at 6:30pm

Present: Richard Bairam, Ray Bonney, Robert Shroeder, John Giotas, Sean McDonald, Clark Karolian

Absent: Alex Walczyk

Also Present: Earl Labonte, (DPW Director), Denise Cumings, (R&T Crew Chief)

Pledge of Allegiance

Motion was made to table the acceptance of the November 23, 2021 minutes by Ray Bonney, second by John Giotas, motion passed.

Numbers Review: Cardboard prices still up \$145/ton with current contractor, better than light iron \$90/gross ton. Plastics last went for \$200/ton longer storage time to accumulate. Cans are also a long storage time due to the amount of cans needed for a bale.

Old Business: Christmas tree pickup. Town did not pickup lack of staff and equipment. Residents had option to bring to Transfer Station for free or contact Troop 292 to schedule a pickup for their fundraiser. Seemed to go fine.

Review of the Wheelabrator "Waste Innovations" negotiations. 10-year proposal July 1, 2023, \$89/ton with 4.75% increase every year beginning July 1, 2023. There was a Primex review, and several issues regarding "environmental liabilities". We are having Town Council review. Going to the landfill (Rochester 3-4 hour round-trip) is not a feasible option based on staffing and equipment. Ray Bonney motioned to accept the 10-year contract after the Town Legal review, John Giotas 2nd, all in favor.

Transfer Station fully staffed, less the part-time Saturday positions.

Discussion on solar panels. Clark and Turk discussed how the solar panels are working at the Sewer Department. Downside mowing. Clark to address the council. Clark to approach Town Council with proposal after reviewing leasing vs owning. DES approvals will be needed to construct solar panels on landfill (lined or unlined portion). Clark is reviewing how Sewers panels are working out.

Further discussion on Recycle and Transfer Ordinance 00-31. Remove the fee schedule from the Ordinance to be review by Director of DPW at least annually and changes to be approved by the Town Council. Also, to be addressed at a later time is Section III Condominiums. Ordinance says that the Associations are responsible for their own trash pickup. Denise to meet with Planning Nick Williams to review process. Nick states that the Associations need to go back to Planning to have bylaws changed. Denise to develop route adjustments, to look at upcoming growth and calculate costs. May need to add additional truck(s) and personnel. Small truck problematic with capacity on routes. There have been several days when routes could not be finished. Have had a number of issues with old Auto truck and little truck being down for maintenance. Clark does not believe that planning does not have jurisdiction over the Association changing the by-laws. Want Town Legal Counsel to review.

New Business: HELPSY vs Epilepsy Box at Transfer Station. Should be able to negotiate having both boxes at Transfer. HELPSY also does scheduled pickups at no charge. HELPSY will pay the Town \$40/ton of collected textiles.

Fee schedule to developed to easier format.

Banner published Cardboard article featuring Hooksett Transfer, also NHPR did a recycling piece featuring Hooksett along with several other facilities.

Public input: Fred Bishop talked about the Condo trash reimbursement. It should at least go back to the 31 pounds per unit per week. He also expressed following the outcome of trash pickup in Condominiums and the wording in the Ordinance

Earl also mentioned the Condo Reimbursements had gone down when single stream was implemented. There are 2 Warrant articles in the upcoming elections 1st -\$300,000.00 for purchase of new trash truck. Looking at quotes through Sourcewell and other Town approved central procurement. Had good trade-in for Auto 1. Recommends little truck be traded in 4-5 years. 2nd warrant article was money in Auto Truck Capital Reserve for \$30,000. Earl recommends increasing the Reserve Fund to \$50,000. Per year due to the price of replacement trucks. Also in the CIP is monies for a new baler and replacement of the current scale house to have a larger breakroom, better bathroom facilities, and office space.

Ray Bonney motioned to adjourn at 7:28PM Turk 2nd all in favor. Next meeting, March 22, 2022, at 6:30pm.

Submitted by,

Denise Cumings R&T Crew Chief

STAFF REPORT

Title: Waste Disposal Agreement
 Town Council Meeting Date: April 13, 2022

Background Discussion of Issues: Existing Municipal Solid Waste contract with Waste Innovations, aka, “Wheelabrator” is set to expire on 6-30-2023. Currently, we are paying \$76.16 per ton. This rate will increase to \$77.68 per ton by July 1, 2022. Extensive discussions with the Recycling and Transfer Advisory Committee regarding other options for disposal at the Waste Management Turnkey Landfill, Cassella Bethlehem Landfill and Haverhill, MA Covanta Incinerator were reviewed, and the board voted to recommend accepting the 10-year contract with Waste Innovations at the January 25, 2022. The Waste Innovations contract dated December 2, 2021 was reviewed by both Primex and by the Town’s NHMA legal counsel. There were some questions raised and were addressed with Waste Innovations revised February 24, 2022 contract. (See email from Jerry Collins for change summary and revisions).

In 2005, the Town of Hooksett signed a waste disposal agreement that allowed Hooksett into Wheelabrator starting January 1, 2006. This agreement authorized the usage until December 31, 2010. This agreement was then extended for an additional three years (until December 31, 2013). As part of this agreement, the Town of Hooksett was allowed to take bulk waste (furniture, sheet rock, etc.) to Turnkey Recycling and Environmental Enterprises. On July 8th 2013 the contract with Wheelabrator was extended for an additional 10 years, from July 1, 2013 until June 30, 2023. This contract is due to expire on June 30, 2023.

Also an important fact to note is that “Wheelabrator” has been and does turn away customers who do not have a contract during peak times and during their maintenance times when the incinerator is working at half capacity (two times a year for about 5 weeks).

Financial Impact: An increase from \$77.68 per ton to \$89 per ton starting July 1, 2023 with 4.75% increase annually.

Policy Implications: None

Recommendation: To approve the Waste Innovations 10-year contract starting July 1, 2023.

Suggested Motion: Motion to accept Waste Innovation 10-year contract starting July 1, 2023.

Prepared by: Denise Cumings

Town Administrator’s Recommendation



March 15, 2022

Denise Cumings

Crew Chief
Hooksett Recycling and Transfer Department
210 West River Road
Hooksett, NH 03106

Dear Ms. Cumings

This letter will formally propose an offer to the Town of Hooksett NH for their Solid Waste Disposal between the Town of Hooksett and Waste Management of New Hampshire Inc.

Waste Management will agree to a Seven- year contract with the Town of Hooksett for their Disposal of the Town's Municipal Solid Waste into TREE. We will accept the Town's Solid Waste into our state-of-the-art WTE landfill located in Rochester, New Hampshire under a seven-year contract term.

The offer below is valid for 30 days.

	WM Charge
FY24	\$79.95
FY25	\$83.95
FY26	\$88.25
FY27	\$92.50
FY28	\$98.00
FY29	\$103.00
FY30	\$110.00

Total additional miles – 38 R/T

Fuel miles per gallon – 3.5

Additional gallons per trip – 10.85 gallons per trip

Five Trips per week = 54.25 additional Gallons per week

Additional Gallons per year = 2821

Fuel Price per gallon (**\$4.00 Est**) x 2821 = \$11,284

Annual additional fuel cost /5000 annual Tons = **\$2.25 Per Ton**

Labor Cost Driver Wages - \$26.00 per hour

Driver cost - 38 miles at 45MPH = .83 hours per load x \$26/hour = \$21.58 per load / 18 TPL =

\$1.19 per ton.

Fuel \$2.25 per ton plus driver cost of \$1.19 per ton = **\$3.44** additional cost per ton to TREE.

Contact Information

Primary Contact: Roy Boyer
Title: Public Sector Services Representative
Address: Waste Management, 26 Liberty Drive, Londonderry, NH 03053
Cell Phone: 603-726-0587
Email: rboyer@wm.com

In closing, we believe Waste Management offers the operational expertise and financial strength to continue to remain a valuable partner with the Town of Hooksett.

We look forward to this opportunity to continue to expand upon our current excellent service to the Town.

Sincerely,
Waste Management

Roy Boyer

Roy A. Boyer
Public Sector Services Representative





WASTE-TO-ENERGY DISPOSAL AGREEMENT

THIS AGREEMENT (including all Attachments hereto, this "Agreement"), is dated as of [February 24, 2022] (the "Effective Date"), by and between Wheelabrator Concord Company L.P, a [Delaware corporation] ("Company"), and The Town of Hooksett, New Hampshire, ("Customer"), pursuant to which Customer may deliver Acceptable Waste (as defined below) to Company, in accordance with the following terms and conditions:

1. Delivery of Acceptable Waste. Customer shall only deliver Acceptable Waste to the facility operated by Company and located at [11 Whitney Road, Penacook, NH 03303 (the "Facility") subject to the terms and conditions herein. For purposes of this Agreement, "Acceptable Waste" means all household garbage, trash, rubbish, refuse, normally or which may be hereinafter, collected and disposed of by or on behalf of Customer, but excluding, without limitation (a) Hazardous Waste, explosives and ordnance materials, pathological wastes, radioactive materials, lead acid batteries, sludges, highly inflammable substances, cesspool or other human wastes, human and animal remains, motor vehicles, farm or other large machinery, nonburnable construction materials and demolition debris and hazardous refuse of any type or kind including those addressed by regulations adopted by the United States Environmental Protection Agency ("EPA") pursuant to the Resource Conservation and Recovery Act of 1976, as amended, or other federal or state statutes, such as, but not limited to, cleaning fluids, hazardous paints, acids, caustics, poisons, radioactive materials, fine powdery earth used to filter cleaning fluid, and refuse of similar nature; (b) any item of waste exceeding six feet in any one of its dimensions or being in whole or in part a solid mass, the solid mass portion of which has dimensions such that a sphere with a diameter of eight inches could be contained within such solid mass portion; (c) all large household appliances, commonly referred to as "white goods" including, without limitation, refrigerators, stoves, washing machines, drying machines, water heaters, and the like; (d) any controlled substances regulated under the Controlled Substances Act, 21 USC 801 et seq., or any equivalent state law; (e) small appliances containing chlorofluorocarbons (CFCs) including, without limitation, air conditioners, water coolers, and dehumidifiers; and (f) all other items of waste which Company reasonably believes would be likely to pose a threat to health or safety or the acceptance and disposal of which may cause damage to the Facility or be in violation of any judicial decision, order, action, permit, authorization, license, approval or registration of any federal, state or local government or any agency thereof, or any other regulatory authority or applicable law or regulations.

In addition, the parties recognize that some substances which are not, as of the date of this Agreement, considered harmful or of a toxic nature or dangerous, may be determined by the EPA or any other federal, state, or local agency subsequent to the date hereof to be hazardous, toxic, dangerous, or harmful, and at the time of such determination, such substances shall cease to be Acceptable Waste.

For purposes of this Agreement, (a) "Unacceptable Waste" means any waste other than Acceptable Waste and (b) "Hazardous Waste" means (i) any waste identified as a hazardous waste in 40 CFR Part 261 or in any applicable state or local hazardous waste regulatory program; (ii) any waste that is mixed with a listed Hazardous Waste as regulated in 40 CFR Part 261.3(a)(2)(iv) or any applicable state or local hazardous waste regulatory program; (iii) any waste containing polychlorinated biphenyls in concentrations that are subject to regulation under the federal Toxic Substances Control Act; (iv) any waste containing radioactivity at levels that are subject to regulation under federal, state, or local law; or (v) any other waste that is regulated as a hazardous waste by any applicable federal, state, or local statutory or common laws, regulations, rules, or ordinances.

2. Manner of Delivery. Customer shall deliver Acceptable Waste in a clean, orderly, and safe manner during scheduled delivery days and hours and in such manner that the Acceptable Waste will not be spilled or blown on the Facility site, or onto any adjacent roadways. Should any waste be so spilled or blown, Customer shall promptly, at its sole cost and expense, collect and remove such spilled or blown waste and, if Customer fails to do so, Customer shall be liable to Company for all costs of such clean-up by Company. Customer agrees to adhere to Company safety rules and regulations at all times while on the Facility premises. Customer shall cause the Customer's Declaration in the form attached hereto as Attachment B to be executed by its authorized representative prior to delivering any Acceptable Waste to the Facility. Title to Acceptable Waste, including all environmental and renewable attributes thereto, shall pass to Company upon Customer's delivery of Acceptable Waste to the Facility; provided, however, that title to, control of, and responsibility and liability for Unacceptable Waste shall never pass to Company or any of its affiliates, and Customer expressly agrees to defend, indemnify and hold harmless Company from and against any and all damages, penalties, costs, claims, liabilities, demands, suits, causes of action and expenses (including attorneys' fees) resulting from or arising out of such Unacceptable Waste.

3. Facility Access. Company shall have the right to designate certain routes to be used by Customer to deliver Acceptable Waste to the Facility. Customer agrees to utilize only those designated routes that Company determines constitute reasonable direct access to the Facility. Company may take whatever action is necessary to ensure Customer compliance with the above directives, including, without limitation, barring the offending truck from the Facility or termination of this Agreement.

4. Delivery Vehicles. Customer shall cause all vehicles used for deliveries of Acceptable Waste to the Facility to be self-emptying, in safe and clean condition, in good repair, and in compliance with all applicable requirements of the Department of Transportation. At Company's discretion, Customer shall use only vehicles with the capability of dumping directly into the Facility's refuse pit. Company may at its discretion install transponders in Customer's vehicles for the purpose of identifying vehicles entering the Facility. Following installation, Customer shall not remove or tamper with a transponder.

5. Weighing Procedures. Company may utilize and maintain motor truck scales to weigh all vehicles delivering Acceptable Waste to the Facility. Waste vehicles delivering Acceptable Waste to the Facility shall have the name of Customer and truck number permanently indicated and conspicuously displayed in a location approved by Company. Each incoming waste vehicle shall be weighed, indicating gross weight, time, and Customer and truck identification number on a weight record. Each vehicle will also be weighed after unloading or a tare weight will be used at the sole discretion of Company. The weight record for all Acceptable Waste delivered to the Facility shall be determined solely from the Facility's scale operations.

6. Refusal of Delivery; Removal of Waste. Company shall have the right, in its sole discretion, to refuse deliveries of:

- (a) Waste other than Acceptable Waste;
- (b) Any waste delivered at other than the then established receiving hours as posted by Company; or
- (c) Any other Acceptable Waste which Company is unable or unwilling to accept or process for any reason including without limitation, the existence of any past due balances owed by Customer to Company.

Company may inspect the contents of any vehicle delivering waste to the Facility and may require Customer, if it delivers Unacceptable Waste to the Facility, to separate all such Unacceptable Waste from Acceptable Waste. If such separation is impractical, Company may refuse the entire load, whether before or after Company has taken physical custody or otherwise accepted such Unacceptable Waste. Customer shall immediately and without delay remove from the Facility at its sole cost and expense and in compliance with all applicable laws any waste refused by Company in accordance with the terms of this Agreement. Customer shall, in the event Company is required to separate such refused waste, remove it from the Facility, dispose of such waste and pay Company immediately upon demand for any costs and expenses incurred by Company related to such separation, removal, and disposal.

7. Tip Fee and Payment.

Customer shall deliver, and Company shall accept, in each year during the Term (as defined below), the number of tons of Acceptable Waste set forth below for the applicable year (the "Annual Tons"). Customer agrees to pay Company the tip fee per ton ("short ton" of 2000 pounds) of Acceptable Waste delivered to the Facility set forth below for such year. A minimum charge for one ton of delivered waste shall be charged on each delivery weighing less than one ton. Company shall be entitled to additional payment from Customer for (i) applicable taxes and (ii) adjustments to the tip fee in the event of any change in law or regulation that increases any costs of Company. Company may reduce the amount of volume of Acceptable Waste accepted in the event of a scheduled or unscheduled plant outage.

Year	Annual Tons	Tip Fee per Ton
July1,2023- June 30, 2024	5,000	\$89.00
July1,2024- June 30, 2025	5,000	\$93.45
July1,2025- June 30, 2026	5,000	\$98.10
July1,2026- June 30, 2027	5,000	\$103.00
July1,2027- June 30, 2028	5,000	\$108.20
July1,2028- June 30, 2029	5,000	\$113.60
July1,2029- June 30, 2030	5,000	\$119.30
July1,2030- June 30, 2031	5,000	\$125.25
July1,2031- June 30, 2032	5,000	\$131.50
July1,2032- June 30, 2033	5,000	\$138.10

Company will invoice Customer on a weekly basis. All payments shall be due and payable within twenty (20) days after the date set forth on the invoice. All invoices shall be delivered to Customer electronically at the email address below. Customer shall provide immediate notice to Company updating the email address for invoicing as necessary.

Customer accounts payable email address for invoicing:
dcumings@hooksett.org

Payments shall be made through Company's electronic payment site at <https://consumer.ebppay.com/winc> or by ACH to:

Bank name: PNC Bank
Bank ABA #: 031207607
Account Name: Wheelabrator Technologies, Inc.
Account #: 8026321183
Account Type: Checking
Reference: Facility name, Invoice, Customer Account #/s

Company may assess a monthly late fee of 1.5% (18% annually) of any unpaid amount of an invoice accruing from the due date of the invoice, with a minimum monthly charge of \$5.00, or the maximum late fee allowable under applicable law or regulation. Customer must provide written notice to Company within ten (10) days following the date set forth on an invoice in order to validly dispute any amounts set forth therein. All invoiced amounts that are not identified as disputed in such notice are deemed accepted by Customer and shall be due and payable and incur any applicable late fees in accordance with the terms of this Agreement. Following receipt of notice of disputed terms, Company and Customer shall work in good faith for a period of thirty (30) days to agree upon such disputed amounts. At the end of such thirty (30) day period all disputed amounts shall be immediately due and payable as determined by Company in its sole discretion. Company may at its discretion assess a fee for correcting invoicing or ticketing errors determined by Company to result from Customer error.

Company may suspend service under this Agreement, choose to accept Acceptable Waste from Customer on a "cash-on-delivery" basis only or refuse any Acceptable Waste if any amounts owed by Customer are not received by Company as of the payment due date. Customer shall pay Company's reasonable investigation costs and attorney's fees associated with collection of amounts owed by Customer.

8. Term. Unless earlier terminated in accordance with terms of this Agreement, the term of this Agreement shall begin on July 1, 2023 and continue through June 30, 2033 (the "Term"). Company may at its sole discretion extend this Agreement for a period of [one (1)] additional year(s) upon written notification to Customer within sixty (60) days prior to the end of the Term. The tip fee per ton for waste accepted during such [one (1)] year(s) extension period shall be 5.0% higher than the tip fee per ton paid for the prior year.

9. Termination. Company may terminate this Agreement (a) upon 10 days' notice to Customer; or (b) immediately upon notice to Customer for failure by Customer to pay any amounts set forth in Section 7 or failure by Customer to comply with any of its other obligations hereunder. Customer's obligation to pay any sum of money due on or prior to the termination or expiration date of this Agreement, and the continuing accrual of any applicable late fees, shall survive the termination or expiration of this Agreement.

10. Indemnity. Customer hereby agrees, to the maximum extent allowable by law, to indemnify, hold harmless and defend Company, its affiliates, and their respective members, directors, employees, officers and agents, from and against any and all damages, penalties, costs, claims, liabilities, demands, suits, causes of action and expenses (including attorneys' fees) which may be imposed upon or incurred by Company as a result of (a) personal injury (including death) or property damage to any party, including to the person or property of employees of Customer or Company, arising out of, resulting from or in any way connected with Customer's use of the Facility or entrance upon the Facility premises, including those arising out of any negligent or willful act or omissions of Customer or its employees, agents or contractors; provided, however, the obligations of this Section 10 shall not extend to any such matters arising from the sole negligence of Company; (b) breach or violation by Customer of any of its obligations, covenants, or undertakings under this Agreement; (c) breach or violation by Customer of any federal, state, or local environmental laws or regulations in the performance of its obligations under this Agreement; or (d) any act or omission of Customer under this Agreement that may result in any liability for Company under any federal, state, or local environmental laws or regulations, including, without limitation, any liability arising from the federal Comprehensive Environmental Response, Compensation and Liability Act, as amended, and any similar state laws. The obligations in this Section 10 shall survive the termination or expiration of this Agreement.

11. Damages. Unless otherwise provided in this Agreement, COMPANY SHALL NOT HAVE ANY LIABILITY TO CUSTOMER FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES FOR ANY BREACH OF THIS AGREEMENT, EACH OF WHICH IS EXPRESSLY WAIVED.

12. Insurance. Customer shall at all times during this Agreement maintain in full force and effect the insurance coverages set forth in Attachment A which is attached and made a part hereof, and all other insurance as may be required by applicable law. Customer agrees to comply with all terms and conditions set forth on Attachment A.

13. Surety Bond. If requested, Customer shall provide a corporate surety bond from a surety company acceptable to Company or establish an escrow fund with a financial institution acceptable to Company as security for the performance of services under this Agreement in an amount determined by Company.

14. Confidentiality. In its performance under this Agreement or otherwise, Customer may come into contact with or become aware of information, data or communications of a proprietary nature to the Company or a Facility ("Confidential Information"). Customer shall hold secret and protect the Confidential Information, not make copies of the written versions thereof and not discuss with, or disclose to, any third party the Confidential Information, without the prior written consent of the applicable Facility. Customer shall make its employees aware of Customer's obligations hereunder and secure their agreement to the terms hereof. Upon termination of this Agreement, Customer shall return to Company all Confidential Information within Customer's possession. These obligations of confidentiality shall survive the termination of this Agreement. Notwithstanding the foregoing, the obligations in this Section 14 shall not apply to information that is:

- (a) already in the public domain;
- (b) disclosed to Customer by a third party (i) with the right to disclose it in good faith and (ii) who is not known by Customer to be prohibited from disclosing such information; or
- (c) specifically exempted in writing from the applicability of this Agreement.

15. Publicity/Marketing. Notwithstanding anything to the contrary herein, Customer shall not disclose any of the terms and conditions contained in this Agreement, including the existence of this Agreement itself and the relationship of the parties, without the prior written consent of Company, except as required by applicable law. For the avoidance of doubt, Customer shall not use Company's name or refer, in any form, to the environmental, renewable or sustainable attributes of the Facility in any advertisement, press release, marketing materials or other publicity issued by Customer.

16. Applicable Law. The laws of the State of New Hampshire shall govern the validity, interpretation, construction, and performance of the terms and conditions of this Agreement without giving effect to any choice or conflict of law provision or rule (whether of the State of New Hampshire or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of New Hampshire.

17. Compliance with Laws. Customer shall comply with all federal, state and local laws, regulations and administrative positions. Customer has, and will renew, all permits, licenses or permissions of governmental authorities necessary in connection with the performance of its obligations hereunder.

18. Assignment and Subcontractors. Customer shall not assign this Agreement or any rights hereunder, nor shall Customer broker or subcontract any of its rights or obligations hereunder, without the prior written consent of Company. Any purported assignment by Customer contrary to this provision shall be null and void. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their permitted successors and assigns, including any direct or indirect successor by purchase, merger, consolidation or otherwise to all or substantially all of the business and/or assets of Customer, partnerships, spouses, heirs, and personal and legal representatives. Any successor (whether direct or indirect by purchase, merger, consolidation or otherwise) to all, substantially all, or a substantial part, of the business and/or assets of Customer, shall be required by written agreement in form and substance satisfactory to Company, to expressly assume and agree to perform this Agreement (including the payment of any and all liabilities accrued hereunder) in the same manner and to the same extent that Customer would be required to perform if no such succession had taken place.

19. Counterparts. This Agreement may be executed in one or more counterparts (including counterparts delivered by means of electronic mail or facsimile), each of which when so executed shall be deemed to be an original and all of which shall together constitute one and the same agreement.

20. Course of Dealing. No course of dealing between Customer and Company and no delay or omission by any party in exercising any right or remedy hereunder shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise of any other right or remedy.

21. Relationship of the Parties. This Agreement shall not in any manner be construed so as to create the relationship of principal and agent or a partnership or joint venture or of any association between Customer and Company or any of either party's affiliates. The parties hereto agree to act as independent contractors and as such, except as otherwise specifically set forth in this Agreement.

22. Entire Agreement. This Agreement supersedes all earlier agreements, letters, conversations, purchase orders, proposals, memorandums, and other written and oral communications as of the date hereof, and it contains all the terms agreed to by the parties, with respect to the subject matter hereof and no changes in, additions to, or subtractions from, this Agreement will be binding on the parties unless in writing and signed by Customer and Company.

23. Severability. If any term or provision of this Agreement or the application thereof to any circumstance shall be invalid or unenforceable the remainder of this Agreement or the application thereof to any circumstance other than that to which it is invalid or unenforceable shall not be effected thereby.

24. Amendment. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by the parties. No waiver by any party of any provision of this Agreement or any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the party making such waiver nor shall such waiver be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such default, misrepresentation, or breach of warranty or covenant.

25. Notices. All notices hereunder shall be in writing with notice deemed to be given upon receipt, addressed as follows:

If to Customer: Town of Hooksett
 210 West River Road
 Hooksett NH 03106
 Attn: Denise Cumings

If to Company: WIN Waste Innovations
 90 Arboretum Drive
 Suite 300
 Portsmouth, NH 03801
 Attn: General Counsel

With a copy to: WIN Waste Innovations
 90 Arboretum Drive
 Suite 300
 Portsmouth, NH 03801
 Attn: Vice President, Waste Disposal Services

Changes in the respective addresses to which such notices shall be sent may be made from time to time by either party by notice to the other party. Notice given otherwise than by mailing shall be effective when received.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

[INSERT WTI ENTITY], a WIN Waste Innovations company

By: _____
Bruce Stanas
Vice President, Waste Disposal Services

TOWN OF HOOKSETT

By: _____
Name
Title

SIGNATURE PAGE TO WASTE DISPOSAL AGREEMENT

ATTACHMENT A INSURANCE

During the Term, Customer shall keep in force the following minimum insurance coverages on an occurrence basis with insurance companies rated "B+" or better by A.M. Best rating service:

<u>Coverages</u>	<u>Limits of Liability</u>	
Comprehensive General Liability Insurance, including contractual and products/completed operations	Per Occurrence	\$1,000,000
	General Aggregate	\$5,000,000
Comprehensive Automobile Liability Insurance, including non-owned and hired vehicle coverage	For bodily injury and property damage	
	Per Occurrence	\$1,000,000
Comprehensive Excess Umbrella	Per Occurrence	\$4,000,000
	General Aggregate	\$4,000,000
Workers' Compensation Insurance Employers' Liability Insurance	Statutory	
	Limit	\$1,000,000

The comprehensive general liability insurance shall be specifically endorsed to provide coverage for the contractual liability accepted by Customer in this Agreement.

Prior to disposing of any Acceptable Waste, Customer shall furnish Company certificates of insurance on standard ACORD forms or other evidence satisfactory to Company to the effect that such insurance has been procured and is in force. At least thirty (30) days prior to the expiration of any of the insurance policies required herein, Customer shall furnish Company certificates of insurance on standard ACORD forms, in accordance with the terms hereof, evidencing the renewal of such insurance for a period equal to at least the earlier of (a) the expiration of the Term and (b) one year from the date of expiration of the then current insurance policies.

The insurance policies required herein shall be endorsed with, and the certificates of insurance shall contain, the following language:

"Wheelabrator Concord Company L.P and its affiliates are named as an additional insured with respect to the comprehensive general, excess umbrella, and automobile liability policies set forth herein. A waiver of the underwriter's rights of subrogation applies in favor of Wheelabrator Concord Company L.P and its affiliates as their interest may appear with respect to all policies described herein."

For the avoidance of doubt, Company shall be listed as the certificate holder (at its address listed in Section 25 of this Agreement or such other address as specified by Company to Customer).

**ATTACHMENT B
CUSTOMER'S DECLARATION**

As the duly authorized and designated representative of Town of Hooksett, I hereby certify for myself and for and on behalf of Customer that:

1. Customer has been advised and instructed concerning working conditions, including potential hazards and specified rules as described in.

FM-OPS-COR-410-1 Tipping Floor Rules and Procedures for Haulers and Drivers.

2. Customer acknowledges that it has read the above mentioned policy and has communicated this policy to all employees that will deliver to WIN Waste Innovations facilities.
3. List a contact person and phone number for the representative of Customer to whom additional safety and health information can be provided, if needed.

Name:
Telephone Number:

Customer Name: _____
Signature: _____
Printed Name: _____
Title: _____
Date: _____



March 16, 2022

Town of Hooksett
Hooksett Recycling & Transfer Division
Attn: Denise Cumings
210 West River Road
Hooksett, NH 03106

RE: Municipal Solid Waste Disposal

Dear Denise,

Casella Waste Systems, Inc. ("Casella") is pleased to provide the Town of Hooksett ("Town") with this proposal for disposal of Municipal Solid Waste. As the leading resource management company in the Northeast, we have nearly five decades experience of hauling, disposal and recycling processing services across the Northeast. As such, we believe Casella is the most qualified partner to meet the Town's needs.

We are committed to working collaboratively with the Town both environmentally and economically. Paramount to success is our strength as an organization, which begins with selecting the best individuals to be a part of our team. We are committed to building a diverse workforce that is passionate about serving our customers, adhering to the highest ethical standards, complying with all state and federal regulations, all the while improving our communities and environment.

Our proposal provides the Town with disposal services effective the week of July 1, 2023 unless mutually agreed upon to commence at an earlier date. If Casella is awarded the contract, the Town will be responsible for providing the transportation of solid waste to our designated disposal facility.

We feel that this proposal reflects our strong desire to establish an esteemed partnership with the Town of Winchester and we look forward to discussing the opportunity in greater detail. If at any time you have any questions, please feel free to reach me at (802) 477-2870.

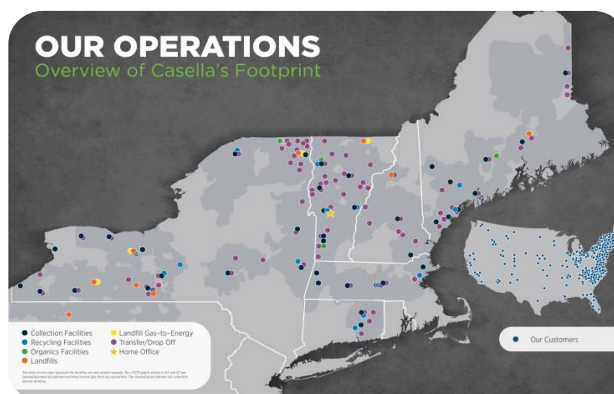
Sincerely,



Erin Banfield
Senior Business Manager

Who We Are

Founded in 1975 as a single-truck operation, Casella has evolved into the Northeast's most experienced resource management company. Providing a wide variety of essential services to residential, commercial, municipal, industrial, and institutional partners, our team currently services nearly 500 municipal partners and 200,000 customers across our operating footprint spanning seven states and 150 owned and operated facilities. Since 2000, the company has moved more aggressively to supplement traditional waste management services with its expertise in resource renewal and sustainability, utilizing the best available tools and technologies to create and share value with our internal and external stakeholders.



Casella's strategic network of facilities has a long-standing history of connecting homes and businesses throughout the northern U.S. with the regional recycling and waste infrastructure needed to make modern life possible. We are proudly the largest recycler in the Northeast, recovering nearly 800,000 tons of recyclables and 450,000 tons of organic residuals each year. We view waste as a valuable resource for producing renewable energy and as a raw material for manufacturing new products as we strive to create a sustainable world for future generations.

Today, with a clear strategy to serve our customers with integrated services, we continue to lead the solid waste industry with an innovative business model that seeks to create sustainable value beyond the traditional waste disposal model.

Casella's Sustainability Goals

We exist to serve our communities and protect our environment, so sustainability has been at our core since our founding in 1975. Over the years, important sustainability milestones have included:

- 1977: Opened our first recycling facility
- 2012: Earned EPA Climate Leadership Award for after cutting our GHG emissions 45% in five years
- 2014: Achieved our goal to recycle 1 million tons per year of recyclables and organics

In our 2020 Sustainability Report, we established ten key sustainability goals for 2030. These include reducing our greenhouse gas emissions by an additional 40%, increasing the tonnage we recover from the waste stream to 2 million tons per year, and doubling the amount of renewable energy we produce. To view all ten of our goals, and our progress toward achieving them, please visit www.casella.com/sustainability.

2030 Goals

We have established ten sustainability goals for 2030. Every Casella employee has an important role to play in advancing these essential elements of our sustainable growth strategy.

to play in advancing these essential elements of our sustainable growth strategy.

 ESSENTIAL WORKERS	 HEALTH & SAFETY Improve our safety performance, reducing our Total Recordable Incident Rate (TRIR), a measure of accidents and injuries compared to hours worked <table><tr><th>2019</th><th>2030</th></tr><tr><td>6.2</td><td>4.0 OR LESS</td></tr></table>	2019	2030	6.2	4.0 OR LESS	 ENGAGEMENT Enhance employee engagement, reducing total employee turnover, including voluntary and involuntary turnover as a percentage of total workforce <table><tr><th>2019</th><th>2030</th></tr><tr><td>36%</td><td>25% OR LOWER</td></tr></table>	2019	2030	36%	25% OR LOWER
2019	2030									
6.2	4.0 OR LESS									
2019	2030									
36%	25% OR LOWER									
 MATERIALS MANAGEMENT	 RESOURCE SOLUTIONS Grow our Resource Solutions business to reduce, reuse, or recycle over 2 million tons of solid waste materials per year by 2030 <table><tr><th>2019</th><th>2030</th></tr><tr><td>1,053,114 TONS</td><td>2,000,000 TONS</td></tr></table>	2019	2030	1,053,114 TONS	2,000,000 TONS	 RENEWABLE ENERGY Double the renewable energy from our facilities, including landfill gas, solar, and geothermal energy from Casella-owned and partner facilities, to 1,454,000 kWh by 2030 <table><tr><th>2019</th><th>2030</th></tr><tr><td>733,560 kWh</td><td>1,454,000 kWh</td></tr></table>	2019	2030	733,560 kWh	1,454,000 kWh
2019	2030									
1,053,114 TONS	2,000,000 TONS									
2019	2030									
733,560 kWh	1,454,000 kWh									
 SUSTAINABLE OPERATIONS	 ENVIRONMENTAL COMPLIANCE Attain strong environmental compliance, reducing our number of violations including notices of violation, enforcement orders, and notices of non-compliance/default <table><tr><th>2019</th><th>2030</th></tr><tr><td>15</td><td>8</td></tr></table>	2019	2030	15	8	 FUEL EFFICIENCY Improve our fuel efficiency, reducing our GHG emissions (GL) of fuel consumed per ton of waste and recycling collected by 20% versus a 2019 baseline <table><tr><th>2019</th><th>2030</th></tr><tr><td>0.495 GJ/TON</td><td>0.396 GJ/TON</td></tr></table>	2019	2030	0.495 GJ/TON	0.396 GJ/TON
2019	2030									
15	8									
2019	2030									
0.495 GJ/TON	0.396 GJ/TON									
 CLIMATE LEADERSHIP	 GHG EMISSIONS Further reduce our carbon footprint, measured in metric tons of carbon dioxide equivalents (CO2e) from scopes 1 and 2 by 40% by 2030 <table><tr><th>2019</th><th>2030</th></tr><tr><td>33% BELOW 2019</td><td>40% BELOW 2019</td></tr></table>	2019	2030	33% BELOW 2019	40% BELOW 2019	 NET CLIMATE BENEFIT Over our Net Climate Benefit Factor, which is the sum of the GHG emissions benefits of our recycling, renewable energy, and carbon sequestration activities, divided by our Scope 1 and 2 emissions <table><tr><th>2019</th><th>2030</th></tr><tr><td>2.9x</td><td>5.0x</td></tr></table>	2019	2030	2.9x	5.0x
2019	2030									
33% BELOW 2019	40% BELOW 2019									
2019	2030									
2.9x	5.0x									
 COMMUNITY ENGAGEMENT	 COMMUNITY GIVING Increase our community giving, including charitable donations, in-kind services, and employee volunteerism <table><tr><th>2019</th><th>2030</th></tr><tr><td>\$1,000,000 ESTIMATED</td><td>\$2,000,000</td></tr></table>	2019	2030	\$1,000,000 ESTIMATED	\$2,000,000	 EMPLOYEE VOLUNTEERING Increase volunteering in our communities, as measured by employee volunteer hours <table><tr><th>2019</th><th>2030</th></tr><tr><td>TRACKING TO BEGIN IN 2021</td><td>TARGET TO BE ANNOUNCED IN 2022</td></tr></table>	2019	2030	TRACKING TO BEGIN IN 2021	TARGET TO BE ANNOUNCED IN 2022
2019	2030									
\$1,000,000 ESTIMATED	\$2,000,000									
2019	2030									
TRACKING TO BEGIN IN 2021	TARGET TO BE ANNOUNCED IN 2022									

Scope of Services

Municipal Solid Waste Disposal

Facility

All municipal solid waste collected locally will be accepted at Casella's owned and operated landfill located in Bethlehem, NH. Below are facility details and information regarding contact information and permit numbers, additional information to be provided upon request.

North Country Environmental Services

Location:	581 Trudeau Road, Bethlehem, NH 03574 (603) 869-3366 Fax (603) 869-2152
Proof of Control of Site:	DES-SW-SP-03-002
Regulatory Agency:	NHDES
Date of Start Up:	November 1994
Facility Contact:	Kevin Roy (603) 361-6477
Square Footage:	2.0 mil sf.
Capacity:	8.5 mil cy.
Types of Materials:	Non-Hazardous Solid Waste
Population MSA	NH +/- 1.36 mil
Tons Processed:	6.8 mil tons
Hours of Material Acceptance:	Monday- Friday: 7am- 3pm Saturday: 7am- 12pm

Year 1 Pricing: \$65.00/ton

Terms:

- 60-month term (commencing July 1, 2023)
- Consumer Price Index for Garbage and Trash Collection, CPI-U Northeast percentage change from the previous year, or 5%, whichever is greater. All line items shall be automatically adjusted based on the change in the monthly CPI in June of the prior year (CPI Old) and the average monthly CPI in June of the current year (CPI New).
Rate Adjustment (%) = $\frac{\text{CPI New} - \text{CPI Old}}{\text{CPI Old}}$

Reporting

Casella recognizes the importance of providing the Town with monthly and annual reports for quantities of municipal solid waste materials.

Compliance

Casella operates under strict compliance with all local, state, and federal regulations and laws, including E.P.A., OSHA, and D.O.T. regulations. All Town ordinances will be clearly communicated and adhered to within our organization. All necessary permits, licenses, certificates, and inspections would be provided.

Casella's latest annual report can be found and downloaded through our website by using the link here: : <https://ir.casella.com/static-files/3e46431b-cf56-44cf-a7ed-17eeef9a543a>

References

We view our customers as partners and as such we strive for our relationship to be innovatively collaborative and mutually beneficial. Paramount to our success as partners is providing the highest level of service and communication to our customers.

We believe the best testament to our performance comes directly from you, our customers. Should you wish to reach out to some of your neighboring communities and customers, the following list would certainly be willing to share their transformative experiences in partnering with Casella.

Concord, New Hampshire

Contact: Chip Chesley, Public Works Director

Phone: (603) 228-2737

Address: 311 N. State Street, Concord, NH 03301

Partnership: Casella provides solid waste, recycling and leaf and yard waste collection services to the City of Concord. In addition to the collection services, Casella also operates the City transfer station. The city engages in Zero-Sort® recycling. *(Approximately 42,500 residents)*

Goffstown, New Hampshire

Contact: Adam Jacobs, Public Works Director

Phone: (603) 497-8990 x280

Address: 404 Elm Street, Goffstown, NH 03045

Partnership: Casella handles approximately 6,000 tons of solid waste annually for the Town of Goffstown. *(Approximately 18,000 residents)*

Thornton, New Hampshire

Contact: Kevin McGuire, Transfer Station Manager

Phone: (603) 238-7963

Address: 1629 NH Route 175, Thornton, NH 03285

Partnership: Member of Pemi-Baker Solid Waste Town. Casella services the Town Transfer Station handles approximately 2,100 tons of solid waste and 425 tons of construction debris annually for the Town of Thornton. *(Approximately 2,500 residents)*

Town Council
STAFF REPORT



To: Town Council
Title: Vietnam Moving Wall Remembrance Days Proclamation
Meeting: Town Council - 13 Apr 2022
Department: Administration
Staff Contact: Leann McLaughlin, Project Coordinator

BACKGROUND INFORMATION:

The Vietnam Moving Wall is coming to Hooksett May 5th, 2022 through May 9th, 2022 as part of Hooksett's Bicentennial. These days shall be proclaimed as the "Vietnam Moving Wall Remembrance Days".

SUGGESTED MOTION:

Motion to proclaim May 5th, 2022 through May 9th, 2022 as Vietnam Moving Wall Remembrance Days and allow the chair to sign the Proclamation.

TOWN ADMINISTRATOR'S RECOMMENDATION:

Concur

ATTACHMENTS:

[Proclamation-Vietnam Moving Wall Remembrance Days](#)

Proclamation

BE IT PROCLAIMED THAT WHEREAS, the Town of Hooksett, New Hampshire is celebrating its Bicentennial (1822-2022),

WHEREAS, we recognize the more than three million Americans who served in the Vietnam War and the more than 58,000 men and women who died or were lost during the war,

WHEREAS, throughout our two hundred years, our citizens fought in wars and conflicts to defend our safety and way of life,

WHEREAS, their legacy of patriotism and dedication to their country is an inspiration to all Americans,

WHEREAS, it is appropriate all Hooksett and New Hampshire citizens remember the bravery of those who gave their lives, so that their sacrifices serve as a reminder of the cost of our freedom,

NOW, THEREFORE, on behalf of the Town Council, I, James A. Sullivan, Town Council Chairman of the Town of Hooksett, NH, do proclaim May 5th, 2022, through May 9th, 2022 as

Vietnam Moving Wall Remembrance Days.



Signed this ____ day of _____ in
the year Two Thousand Twenty-Two

James Sullivan, Chairman
Town of Hooksett, NH

Town Council

STAFF REPORT



To: Town Council
Title: Town Personnel Plan Updates
Meeting: Town Council - 13 Apr 2022
Department: Administration
Staff Contact: Donna Fitzpatrick, Human Resource Coordinator

BACKGROUND INFORMATION:

The Town Personnel Plan (TPP) was last updated with the Council on May 24, 2021. Thirteen (13) sections of the TPP are now being proposed to the Council for amendments to align with 1) current practice and/or 2) union contract(s). Non-union town management team provided their input and approve of the amendments. See attached for details (~~removed~~ and added) and below for summary:

SECTION 3 - EMPLOYMENT CONDITIONS

1. Policy on Hours of Work for Salaried Exempt Employees

- Amended content and retitled to "Policy on Town Business Hours" to align with current practice on business hours
- Operational management to keep Town offices open to provide services to the taxpayers
- Safety Center open 24/7 with renovation to move Dispatch to building entrance

2. Compensatory time

- Amended content to align with the Teamsters Local 633 Mid-Management CBA
- Police and Fire Union CBA have ability to swap their time
- Save on O.T. line by providing future bank of time vs. paying for O.T. hours worked with department head approval based on operational management

3. Flextime

- Amended content to align with the Teamsters Local 633 Mid-Management CBA
- Police and Fire Union CBA have ability to swap their time
- Work/Life balance to provide employees ability to adjust their work schedule on temporary basis for personal reasons or due to exceeding 40 hours at evening meetings or other work commitments with department head approval based on operational management

SECTION 4 - WORKPLACE CONDUCT

4. Drugs and alcohol in the workplace and testing - C. Post Accident

- Amended content to include Town Attorney language in first paragraph and waiver of process due to extenuating circumstances
- Risk management to minimize liability to the Town, while maintaining services to the taxpayers

SECTION 9 - LEAVES OF ABSENCE

5. Vacation Leave

- Amended 120 hour carry over content to align with: a) Teamsters Local 633 Mid-Management CBA, b) Teamsters Local 633 PW CBA and c) Fire CBA

- Amended salaried exempt accrual usage under 40 hours worked to match: a) Teamster Local 633 Mid-Management CBA
- Fire CBA a) have ability to swap their time; reducing need to use accruals and b) vacation denied, for reason beyond the employee's control, the Town of Hooksett shall buy those hours at the employees existing regular hourly rate - if more than 120 hours when they reach their anniversary date, overage hours will be paid.
- Police CBA a) have ability to swap their time; reducing need to use accruals and b) 42.5 hours of vacation may be carried over as of the employee's anniversary date of Town of Hooksett NH employment. Employee scheduled vacation cancelled by the Chief of Police, for the good of the department, employee may request to carry over to next fiscal year at Chief's decision.

6. Sick Leave

- Amended salaried exempt accrual usage under 40 hours worked to align with: a) Teamster Local 633 Mid-Management CBA

7. Unpaid Leave of Absence

- Amended content to align with current practice

SECTION 10 - INSURANCES

8. Health

- Amended content as outcome of Teamsters Local 633 Mid-Management CBA negotiations
- Administer cost effective health insurance premiums & HRA fees by limiting a town employee to enroll into a separate town plan when their spouse is enrolled on a town plan
- a) Teamsters Local 633 Mid-Management CBA, b) Fire CBA, c) Police CBA - Health on same terms and conditions as provided to other employees of the Town
- Teamsters Local 633 PW - Health on same terms and conditions as outlined in the Town's Personnel Plan.

9. Health insurance stipend agreement

- Amended content as outcome of Teamsters Local 633 Mid-Management CBA negotiations
- Administer cost effective health stipends by limiting a town employee who is on their spouse's town plan from receiving a stipend
- a) Teamsters Local 633 PW CBA, b) Police CBA - Health Insurance opt-out terms will be the same as non-union employees
- Teamsters Local 633 Mid-Management - health insurance stipend terms will be as described in the Personnel Plan.
- Fire CBA - Opt-out stipend on the same terms and conditions as provided to other employees of the Town

10. Dental

- Amended content as outcome of Teamsters Local 633 Mid-Management CBA negotiations
- Administer cost effective dental insurance premiums by limiting a town employee to enroll into a separate town plan when their spouse is enrolled on a town plan
- a) Teamsters Local 633 Mid-Management CBA, b) Fire CBA, c) Police CBA - Dental on same terms and conditions as provided to other employees of the Town
- Teamsters Local 633 PW - Dental on same terms and conditions as outlined in the Town's Personnel Plan.

11. Disability

- Amended content to align with current practice - Sick time and vacation time will not accrue when the employee is out of work and has been approved for short/long-term disability - BUT if the employee worked at least half the month the employee accrues for that month
- a) Teamsters Local 633 Mid-Management CBA, b) Fire CBA, c) Police CBA - Disability on same terms and conditions as provided to other employees of the Town

- Teamsters Local 633 PW - Disability on same terms and conditions as outlined in the Town's Personnel Plan.
- Fire CBA - although the language in their CBA is as noted above, an arbitrator sided with the union for these members to be able to accrue sick and vacation time when out-of-work through June 30, 2023

12. Workers' compensation

- Amended content to align with the Teamsters Local 633 Mid-Management CBA
- Employee's injured in the line of duty should be able to accrue vacation and sick time when out-of-work
- Fire CBA - workers' compensation on the same terms and conditions as provided to other employees of the Town
- a) Police CBA and B) Teamsters Local 633 PW CBA - no language to receive accruals while out-of-work on workers' compensation

SECTION 11 - END OF EMPLOYMENT CONDITIONS AND REQUIREMENTS

13. Benefits - end of employment

- Amended content to align with current practice

FINANCIAL IMPACT:

See above comments

POLICY IMPLICATIONS:

See attached to align with 1) current practice and/or 2) current union contract(s).

RECOMMENDATION:

Motion to approve the Town Personnel Plan updates as presented effective April 13, 2022.

SUGGESTED MOTION:

Motion to approve the Town Personnel Plan updates as presented effective April 13, 2022.

TOWN ADMINISTRATOR'S RECOMMENDATION:

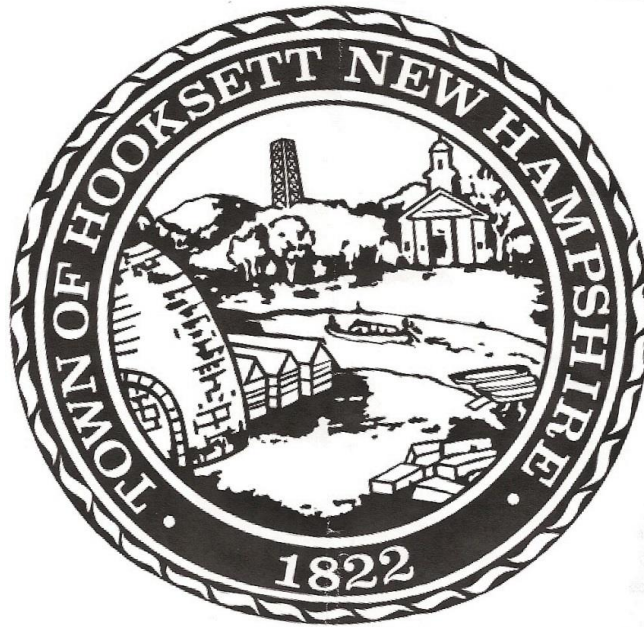
Concur

ATTACHMENTS:

[TPP UPDATES-TC MTG 04132022](#)

TOWN OF HOOKSETT

PERSONNEL PLAN



This document supersedes all personnel policies previously established or approved by the Town Council.

Approved - February 17, 2010

Latest revision – ~~March 24, 2021~~ April 13, 2022

REMOVE

ADD

3. EMPLOYMENT CONDITIONS - Policy on Hours of Work for Salaried Exempt Employees

Policy on Hours of Work for Salaried Exempt Employees Town Business Hours

~~Whereas the Town of Hooksett employees a number of salaried exempt employees in various managerial, professional and administrative positions; and~~

~~Whereas the Town Council desires to see that town government provides timely service to our residents, businesses and visitors in an effective and efficient manner; and~~

~~Whereas this service is provided by our town employees charged with this responsibility; and,~~

~~Whereas accountability of employees is guaranteed by, and their access to the information they may need is enhanced by, the presence of their supervisors; and,~~

~~Whereas we believe it is important for the safety of the employees, as well as the first responders, to know, as much as possible, who should be present in the building at any given time;~~

~~We, the Town Council therefore establish the following policy regarding the hours of work for all salaried exempt employees:~~

~~All Salaried exempt employees are generally expected to be present at their duty stations during Town business hours:~~

- ~~• Safety Center, DPW garage: between the hours of 8:00 am and 4:30 pm from Monday through Friday.~~
- ~~• Public Works Department: between the hours of 7:00am-3:30pm Monday through Friday~~
- ~~• Town Hall offices: between the hours of 8:00am and 4:30pm Monday, Tuesday and Thursday, Wednesday 8:00am-6:30pm, and Friday 8:00am-12:00pm.~~

~~Note: The Safety Center is open to the public 24/7 via the Dispatch window.~~

~~The department head is responsible to determine that staffing levels are adequate to meet the departmental operations.~~

~~It is understood that salaried exempt employees may be required to work additional hours for meetings or special events as part of their regular job duties.~~

~~If the employee's duties require them to be away from their primary duty station (e.g., for a meeting, workshop or other) they should inform their immediate supervisor. in writing and in advance.~~

~~Exceptions to this policy for specific positions may be granted by the Council if they feel that the position requires different hours or more flexibility in order to provide the Town of Hooksett with the best possible service. The process for requesting exceptions is as follows: The person presently in the position should write a request to the Council with a copy to the Town Administrator. The Town Administrator will put it on a Council agenda and the Town Administrator will include a recommendation as to whether the Council should or should not grant the exception. The requesting employee will be given a chance to address their request at the Council meeting. The Council's decision will be final.~~

~~We understand that an employee deviating from these hours cannot have his or her salary impacted, but rather that non-compliance is considered a disciplinary matter to be handled in accordance with the town personnel policy.~~

~~This policy will go into effect on 07/01/15, which will give employees time to request exemptions before it takes effect. Policy amended 01/24/18 for Town Hall office new hours.~~

3. EMPLOYMENT CONDITIONS – Compensatory time

Compensatory time. An employee who is classified as hourly (non-exempt) is eligible for compensatory time. An employee is eligible for compensatory time if their work hours during a single pay period exceed their regular work schedule. If the employee chooses compensatory time in lieu of overtime, approval must be obtained from their supervisor. The calculation of work hours includes all approved absences and does not include unapproved absences. Work conducted over the regular work schedule in a single pay period will be given to the employee at a rate of time and one half in the form of paid time off. Employees will be encouraged to use compensatory time as soon as possible after the time is accrued. In no case will an employee be allowed to accrue more than twenty (20) hours of compensatory time. Accrued compensatory time must be used during the fiscal year in which it was accrued. In the rare instance when an employee wants to carry over any unused compensatory time into the next fiscal year, approval must be received from the Town Administrator, otherwise, the leftover compensatory time is forfeited.

Each Department Head will decide if the compensatory time policy will apply to their department. If not allowed, the policy will remain as "not allowed" until the Department Head changes it. If allowed, it applies only to non-exempt hourly employees, per the provisions of the Fair Labor Standards Act.

When the employment of an employee ends, for any reason, the employee will be eligible for payment of accrued compensatory time up to the 20-hour cap.

An employee who is classified as hourly (non-exempt) is eligible for compensatory time. An employee is eligible for compensatory time if their work hours during a single pay period exceed their regular work schedule. If the employee chooses compensatory time in lieu of overtime, approval must be obtained from their supervisor. The calculation of work hours includes all hours paid, but does not include unscheduled sick and unapproved absences. Work conducted over the regular work schedule in a single pay period will be given to the employee at a rate of time and one half (1 ½) in the form of paid time off. Employees will be encouraged to use compensatory time as soon as possible after the time is accrued. In no case will an employee be allowed to accrue more than twenty (20) hours of compensatory time. Accrued compensatory time must be used during the fiscal year in which it was accrued. In the rare instance when an employee wants to carry over any unused compensatory time into the next fiscal year, approval must be received from the Town Administrator, otherwise, the leftover compensatory time is forfeited.

When the employment of an employee ends, for any reason, the employee will be eligible for payment of accrued compensatory time up to the 20-hour cap.

3. EMPLOYMENT CONDITIONS - Flextime

Flextime. Flextime is a schedule or arrangement by which an employee may work an alternate work schedule within specific limits dictated by the needs of the job, conforming to the requirements of the department, and is subject to department head review and approval. As an example, if an employee arrives to work 30 minutes beyond the regularly scheduled start time, but could work an additional 30 minutes at the end of the shift to make up the time, then the department head has the authority to allow that employee to work the additional 30 minutes on that day or another day as long as it's all during the same pay period. Alternatively, an employee who works an extra 30 minutes on a particular day, and wishes to leave work early by 30 minutes on the same day or another, may do so as long as it is within the same pay period and has approval of the department head. The end result being no overtime or comp time would be accrued or used, and the employee would be paid for their normal work week.

When a flextime schedule or arrangement is used, it is the department head's responsibility to ensure that staffing is always available to meet the operational requirements of the department as

well as the needs of the public during normal business hours. The department head has the discretion to determine if staffing coverage is adequate and sufficient to meet the operating requirements of the department. The department head may, at their discretion, implement, continue, discontinue or modify flextime work schedules. The department head has the right to return an employee to a standard work schedule. The department head ensures that flextime is administered consistently and equitably within the department. The employee must plan and organize their time to meet the job requirements established by the department head.

Flextime is a **temporary** schedule or arrangement by which an employee (exempt or non-exempt) may work different hours within the same pay period; subject to department head or designee approval. The end result being no overtime or comp time would be accrued or used, and the employee would be paid for their normal work week.

When a flextime schedule or arrangement is used, it is the department head or designee's responsibility to ensure that staffing is always available to meet the operational requirements of the department as well as the needs of the public during normal business hours. The department head or designee may, at their discretion, implement, continue, discontinue or modify flextime work schedules. The department head or designee has the right to return an employee to a standard work schedule. The department head or designee ensures that flextime is administered consistently and equitably within the department. The employee must plan and organize their time to meet the job requirements established by the department head or designee.

Flextime example: if an employee arrives to work 30 minutes beyond the regularly scheduled start time, but could work an additional 30 minutes at the end of the shift to make up the time, then the department head has the authority to allow that employee to work the additional 30 minutes on that day or another day as long it's all during the same pay period. Alternatively, an employee who works an extra 30 minutes on a particular day, and wishes to leave work early by 30 minutes on the same day or another, may do so as long as it is within the same pay period and has approval of the department head.

Different than flextime, a **permanent** alternate work schedule must be requested in writing by the employee to the Department Head with approval by the Town Administrator.

4. WORKPLACE CONDUCT – Drugs and alcohol in the workplace and testing – Post Accident

Drugs and alcohol in the workplace and testing

C. Post Accident.

When an employee is involved in an accident, it does not necessarily mean that the employee is at fault. For purposes of drug and/or alcohol testing, there is an element of materiality to whether an incident is an accident. Scraping a hubcap or purely cosmetic damage (scrapes, minor dents, flat tires) would generally be excluded from the definition of an accident. Incidents in the public right-of-way (plowing involving mailboxes, irrigation systems and other items) would generally be excluded from the definition of an accident. But if there is material damage to persons or property, then it would generally be considered an accident, whether or not the employee is ultimately determined to be at fault.

After an accident (as defined above) of any type (motor vehicle or non-motor vehicle), an employee may be subject to testing and/or disciplinary action based on reasonable cause. Testing is also required if the accident results in a fatality or injury of any sort, or if the employee is found to be at fault of the accident. The waiver of a post accident drug and/or alcohol testing is at the approval of the Town Administrator or designee based on case-by-case extenuating circumstances (hazardous weather conditions and other situations whereby the Town's consortium cannot provide the testing service on-site or the Town employee cannot be driven to the consortium or occupational testing facility).

See Federal Motor Carrier Safety Administration site: [https://www.fmcsa.dot.gov/regulations-for-current-regulations-regarding-DOT-CDL-\(commercial-motor-vehicle\)-drivers](https://www.fmcsa.dot.gov/regulations-for-current-regulations-regarding-DOT-CDL-(commercial-motor-vehicle)-drivers).

Drug testing must be performed as soon as practicable after the accident. Alcohol testing must be performed within two hours after an accident. If, for unavoidable reasons, alcohol testing is performed beyond two hours but before eight hours post accident, the Department Head must document why there was a delay in testing. If alcohol testing cannot be performed within eight hours post-accident, all attempts to an alcohol test shall stop. The Department Head must document why testing could not be done within the required period. Any employee that is involved in an accident in which alcohol testing is required must abstain from alcohol use until they are alcohol tested; or eight hours have elapsed post accident. Post accident alcohol testing may be performed or referred by trained law enforcement officials in lieu of a medical facility. If testing is performed post accident, follow the procedures outlined under "Reasonable Cause." The employee's supervisor will transport the employee or arrange to have the employee transported to the testing or collection site.

If an employee is injured, unconscious, or otherwise unable to consent to testing, all reasonable steps will be taken to obtain a sample. The Department Head will notify the hospital or medical treatment facility where the employee has been taken, of the need to obtain specimens for drug and alcohol testing. Necessary medical attention will not be delayed in order to collect any specimen and any injury to the employee should be treated first.

The consequence for a positive post accident test result is immediate discharge. An employee will be suspended without pay pending the result of post accident test(s). In the event that the test(s) are negative, the employee will be reinstated without loss of pay or benefits, unless other conduct warrants discipline under Town policy.

9. LEAVES OF ABSENCE – Vacation Leave

Vacation Leave. The purpose of vacation leave is to provide full-time employees the opportunity for a break in their work schedule. The amount of vacation time earned annually is based on the number of years employed (employee's anniversary date). Vacation time is accrued monthly. Vacation accruals are as follows effective July 1, 2019, available for August 1st:

Vacation leave shall be accrued at the following rates for full-time employees beginning with their first month of employment. The employee must start work by the 15th of the month in order to accrue in the first month.

Years of Service Completed	Vacation Time Accrual per month	Vacation Time Max Carry Over as of June 30 th each year
0-4.99 Years	7.79 hours	400 hours <u>120 hours</u>
5-9.99 Years	11.33 hours	
10-14.99 Years	14.88 hours	
15 Years +	17.71 hours	

Vac prior to 7/1/19. Vacation earned prior to July 1, 2019 will be tracked in a separate bank called "Vac prior to 7/1/19" and can be used at the employee's discretion. No more time can be added to this bank and no more than the following hours can be carried over as of June 30th each year for employees continuous service:

- 240 hours less than 15 years
- 320 hours 15 years or more

If accruals exceed the maximum caps listed above, the accrual overages are forfeited. No vacation leave shall be taken before accrual. Each month's accrual will be officially accrued once

the month has been completed and will be eligible for use on the first day of the following month. As an example, vacation time accrued for January will be available for use on February 1st. If a holiday occurs during a vacation, the employee may extend their vacation for one day or take the vacation day at another time. Use of vacation leave at a particular time is contingent upon whether the employee's services can be spared. Employees must submit their vacation requests as early as possible in the calendar year. Supervisors shall approve vacation requests taking into consideration that the remaining work force at all times will be adequate to cope with the expected work load. In cases where too many requests are made for a particular date, employees with the earliest request with sufficient accrued leave will be given preference.

Salaried exempt employees must use the appropriate leave(s) (vacation, sick, personal) for a workweek with less than 40 hours worked.

9. LEAVES OF ABSENCE – Sick leave

Sick Leave. Full-time employees will receive paid sick leave. The employee will accrue sick leave at a rate of eight hours per month. Full-time Police Sergeants will accrue sick leave at a rate of eight and ½ (8.50) hours per month. Sick leave may be accrued up to a 240-hour cap. At the end of the fiscal year, any sick leave over the 240-hour cap will be reimbursed to the employee at half pay.

Sick leave shall be accrued for full-time employees beginning with their first month of employment. The employee must start work by the 15th of the month in order to accrue in the first month.

No sick leave shall be taken before accrual. Each month's accrual will be officially accrued once the month has been completed and will be eligible for use on the first day of the following month. As an example, sick time accrued for January will be available for use on February 1st.

Sick leave may be used only to cover absences resulting from bona-fide sickness or injury; to cover absences required by exposure to contagious disease; to cover absences resulting from a necessity to attend to an ill member of the employees household or a family member; for a medical provider office visit; physical therapy; or, any type of medically related use. All sick leave must be approved by the supervisor.

In order to receive pay for sick leave, the Department Head or appropriate supervisor must be notified of the absence no later than fifteen minutes after the start of the employee's work day. Certain departments may have a more strict departmental policy in place for this, so the employee must check with the Department Head. Upon return to work, the employee must fill out the appropriate paperwork to use sick leave. The Town may require a doctor's note/statement for any sick leave absences of three days or more. The doctors note/statement must be provided upon request. The doctors note/statement may be required before being allowed to return to work.

Each fiscal year, 16 hours of annual sick leave will be considered 'personal leave' for the employee to use for personal reasons during the current fiscal year. These 16 hours will be taken from the employee's sick leave account when used. All personal leave will follow the same procedure as sick leave when applied for. At the end of the fiscal year, unused personal leave will be converted back to sick leave and will be carried over into the next fiscal year. This will result in the employee having a total of no more than 16 hours of personal time per fiscal year.

Chronic cases of absenteeism may be reviewed by the Department Head and a determination will be made regarding continued employment. If an employee is suspected or known to be misusing sick leave for reasons other than sickness or a medically related issue, the Department Head or designee may require a doctors note, and/or conduct an investigation into the alleged misuse. Upon conclusion of the investigation, the employee may or may not be required to reimburse the paid sick leave depending on the investigation results. If found to be misusing sick leave, discipline will be issued up to and including dismissal.

Salaried exempt employees must use the appropriate leave(s) (vacation, sick, personal) for a workweek with less than 40 hours worked.

9. LEAVES OF ABSENCE – Unpaid Leave of Absence

Unpaid Leave of Absence. Any employee who requests time off but has no accrued leave available may be granted an unpaid leave of absence. Unpaid leave of absence may be granted by the Department Head with concurrence of the Town Administrator for a period not to exceed 30 days. An employee who has taken an unpaid leave of absence will have no loss of insurance benefits or seniority but will not accrue leave benefits such as vacation, sick, etc. An exception to accruals is an employee who has worked for at least half of the month will accrue sick leave and vacation leave. Insurance benefits will be paid by the Town in accordance with the established level of contribution and the employee will be responsible to pay for their weekly payroll deductions and any previously agreed upon financial obligations. When the unpaid leave of absence ends, the employee will be reinstated to the position held before the leave was granted.

10. INSURANCES - Health

Health. The Town shall maintain health insurance for single, two-person, and family plans, paid by the Town to a maximum monthly premium and/or a percentage determined by the Town Council. The employee shall be responsible to pay the difference through payroll deductions. In the event the Town changes health carriers, this health section becomes null and void, and the new health policy will be adhered to. Employees with a spouse covered under the Town's health insurance plan are not eligible to enroll as a subscriber on a separate Town health insurance plan.

10. INSURANCES – Health insurance stipend agreement

Health insurance stipend agreement. The Town agrees to pay five-thousand dollars annually, disbursed per pay period at a rate of \$96.15, to each full-time regular employee not covered under the Town's health insurance plan, provided the employee does the following:

- Provides proof of equivalent coverage with another health insurance provider.
- Submits annually certification of equivalent coverage from the health insurance provider.
- Immediately notifies the Town of any changes in health insurance coverage or provider or of the termination of coverage.
- Receives no coverage under the Town's health insurance plan from a spouse or other relative employed by the Town and is not a subscriber on a separate Town health insurance plan.

10. INSURANCES - Dental

Dental. The Town shall maintain dental insurance for single, two-person, and family plans, paid by the Town to a maximum monthly premium and/or a percentage determined by the Town Council. The employee shall be responsible to pay the difference through payroll deductions. In the event the Town changes dental carriers, this dental section becomes null and void, and the new dental policy will be adhered to. Employees with a spouse covered under the Town's dental insurance plan are not eligible to enroll as a subscriber on a separate Town dental plan.

10. INSURANCES - Disability

Disability. The employees present disability plan provides benefits based on 67% (short-term disability) and 66 2/3% (long-term disability) of regular wages. Disability plan benefits are payable starting with the fifteenth (15th) day in the event of nonoccupational accident or sickness and continues for the duration of total disability, subject to a maximum duration.

- **During the 14-day wait period before the present disability plan will process the STD claim** for time missed from work, the employee must use their accrued sick time, comp time or holiday time (vacation time cannot be used per the disability plan requirements) - - Per Town Personnel Plan an employee cannot have an unpaid leave of absence if they have accrued time available
- **While waiting for the STD claim to be processed by the disability Claim Rep.** the employee must use their accrued sick time, comp time or holiday time (vacation time cannot be used per the disability plan requirement) - Per Town Personnel Plan below an employee cannot have an unpaid leave of absence if they have accrued time available
- **Upon receiving disability payments from the insurance company,** the employee may use their accrued sick time, comp time or holiday time to make their wages whole (100%) - (vacation time cannot be used per the disability plan requirement) - this is an option to make wages whole and It is the employee's responsibility to notify the Finance Department of this choice.
The Town Personnel Plan unpaid leave of absence policy would not apply since employee is receiving an income.

This plan contains a nonduplication clause which stipulates that the 2/3 benefit will include any benefits from a statutory plan (i.e., social security, NH Retirement System, and/or disability, etc.).

In the event the Town changes disability carriers, this disability section becomes null and void, and the new disability policy will be adhered to.

Pay raises, sick leave, vacation leave and holiday pay will not accrue while on disability. An exception to accruals is an employee who has worked for at least half of the month will accrue sick leave and vacation leave.

While on disability all insurance benefits will continue and the employee will continue to be responsible for any payroll deductions associated with and required on health and dental insurances.

See Human Resources for more information on the current disability coverage.

10. INSURANCES – Workers' compensation

Workers' compensation. On-the-job injuries are covered by workers compensation insurance, which is provided at no cost to the employee. If an employee is injured on the job, no matter how slightly, the employee must report the incident immediately to their supervisor. Employees must complete the necessary workers compensation forms following any injury. Once a claim is approved, the employee will receive a dollar amount for a period of time from the workers compensation company, as specified by State law. Workers compensation is tax exempt and is not considered compensation under the New Hampshire Retirement System.

If an employee has applied for workers compensation and is awaiting approval, the employee may use any available accrued time in order to receive a paycheck. Examples of accrued time are sick, vacation, personal day, floater, etc. The employee must agree in writing that upon

receipt of workers compensation a reimbursement will be done to restore the accrued leave time that was used; and, to ensure the employee will not have been paid more than 100% of the employee's regular gross wages between workers comp and the Town. This process will be as follows: On the employee's next regular paycheck, the amount of accrued time previously used, will be reversed from their paycheck and placed back into their accrual account. If the amount of reversal is of a size that cannot be reversed from one paycheck, the amount will be divided up and reversed over multiple paychecks.

When the employee is approved for workers Compensation, the employee will keep their workers comp check/wages and the Town will supplement that workers comp payment with regular wages in an amount that will equal 100% of the employee's regular gross wages. This is known as the differential pay. The employee keeps the differential pay. The differential will be paid for up to a maximum of 15 weeks. Once the 15 week differential pay has been exhausted, the employee may use any accrued time he/she has in order to be compensated at 100%.

If the employee has been denied workers compensation, the employee has the right to appeal and continue to use any available accrued time in order to receive a paycheck while waiting for the appeal decision. Examples of accrued time are sick, vacation, personal day, floater, etc. If the appeal is won, the same reimbursement process would apply.

An employee who has sustained an on-the-job injury will be reinstated to his or her former position within eighteen months of the initial injury if the position exists and is available, and the employee is not disabled from performing the duties of the position. A fitness-for-duty certificate may be required before an employee is permitted to return to work.

Under New Hampshire law, an employee's reinstatement rights expire eighteen months from the date of injury. An employee also will not be reinstated if they have accepted a job with another employer at any time after the date of the injury, or if there is a medical determination that the employee cannot return to their former position. Other circumstances concerning reinstatement will be governed by the New Hampshire Department of Labor requirements.

Upon return to work the employee will receive any cost of living increase that would have normally occurred while on workers compensation.

Upon return to work the employee will receive, if qualified, any merit increase that was missed while on workers compensation. The same evaluation process will be used as is used for all other employees.

Sick leave and vacation leave ~~will accrue not be accrued~~ while on workers compensation.

Additional holiday pay above workers compensation payments will not be awarded while the employee is on workers compensation (except for Police Sergeants – see Holiday Leave – Police Department Sergeants for details).

11. END OF EMPLOYMENT CONDITIONS and REQUIREMENTS

Benefits – end of employment. Employees who are dismissed will receive all accrued vacation leave and shall forfeit any applicable sick leave which is normally paid over the 30-day cap at 50%.

Employees who retire, resign, or end their employment for reasons other than dismissal will receive all accrued vacation leave and applicable sick leave which is normally paid over the 30-day cap at 50%. Unused personal days will be converted back to sick days in order that they may be applied to the total accrual of sick days. Accrued sick leave will be to the date of separation from employment. Each month's accrual will be officially accrued once the month has been completed and will be eligible for use on the first day of the following month. Exception to the End of Employment accruals is an employee retiring under NHRS. These retirees would get their last monthly accruals on the last day of the month.

**Town of Hooksett
Town Council Meeting Minutes
Wednesday, February 23, 2022**

The Hooksett Town Council met on Wednesday, February 23, 2022, at 6:00 in the Hooksett Municipal Building.

CALL TO ORDER

Chair Sullivan called the meeting of 23 Feb 2022 to order at (6:00) pm.

PROOF OF POSTING

Human Resource Coordinator Donna Fitzpatrick provided proof of posting.

ROLL CALL

In Attendance: Councilor James Sullivan, Councilor John Durand, Councilor Randall Lapierre, Councilor Roger Duhaime (6:08 arrived), Councilor David Boutin, Councilor Timothy Tsantoulis, Councilor Clark Karolian, and Councilor Alex Walczyk.

Absent: Councilor Clifford Jones

PLEDGE OF ALLEGIANCE

Chair Sullivan called for the pledge of allegiance.

PUBLIC HEARINGS

Continued Public Hearing - Tax Increment Finance District (TIF) to Discuss Funding Agreement between Town and Granite Woods Developer – February 23, 2022 - Peter Bartash, Granite Woods Development and David Mercier, Underwood Engineering will be available to answer any related questions. (See item #14.1 for details) (last discussed at 01/26/2022 TC Meeting)

Chair Sullivan opened the continued Public Hearing at 6:03 p.m.

A. Garron- I recommend that we have a continuation of this Public Hearing until March 9th due to a request from many for more information from various departments and committee members and those involved. Due to all the questions and concerns we were unable to draft a document to present tonight, and we are asking for a continuance to have time to draft the MOU.

D. Boutin motioned to move the Public Hearing for continuation until March 9th, 2022; seconded by J. Durand.

D. Boutin- the TIF advisory met last week mainly discussing the revisions to the MOU. The revised MOU is being put together and I expect that we will be voting on a final version that we will be recommending to the Town Council.

C. Karolian- who drafted the original MOU?

D. Boutin- it was a condition of the Planning Board approval, that there be an MOU and the Town Engineer drafted that and there has been some input from the applicant and others.

C. Karolian- for clarification, part of the Planning Board approval was that an MOU be done between the Town and the developer? Was it specific on who was to draft this? It seems like the town has taken the lead on this MOU.

D. Boutin- the MOU is for the infrastructure improvements. It is typical for a Planning Board to task conditions for infrastructure improvements. There is a lot of pieces being addressed in this MOU.

A. Garron- we are working on the MOU to make sure we protect the town. The developer also wants to protect their interest as well.

Roll Call Vote #2

R. Duhaime *Nay*

J Durand *Aye*

C. Jones *NP*

R. Lapierre *Nay*

A. Walczyk *Nay*

D. Boutin *Aye*

C. Karolian *Aye*

T. Tsantoulis *Nay*

J. Sullivan *Aye*

Vote 4-4 vote failed

R. Lapierre- there was a draft MOU in our packet. There was a concern that I brought up last time. Any agreement that requires a minimum payback essentially becomes a bond and should be bonded correctly and put on the warrant. If there is no minimum and the money paid back to the developer can come from his own property taxes, then it is more of a rebate to incentivize development.

A. Garron- what particular RSA is that under regarding the bond?

R. Lapierre- whenever we put out multi year bonds we always put it on the warrant.

A. Garron- I understand when a municipality does it, but you are taking that to include private funding? Lapierre took some time to re-write the MOU, with all the new info that we received, it was a tight turnaround to get all the info needed in this draft MOU in time for this meeting.

R. Lapierre- let's say the developer borrows 8.4 million dollars for the project. The MOU is drafted where it obligates the town to pay back 10.5 million regardless of the increase in property value taxes, which guarantees the developer a 3.1% return on his borrowed money that might be less than he is paying to borrow it, but it is still the town basically taking out a 3% bond. It's so similar that I would not want to be challenged in court that we tried to skirt the RSA for multi-year bonding for development projects. My point is a tax rebate of his own taxes inbounds. A minimum payback that guarantees him a certain rate of return potentially from sources outside of taxes that the developer pays to the town itself is obligating other tax money not just outside of the property or the TIF district but possibly from other parts of town to cover the minimum payback, it's a 3% bond, or potentially it would be an 8.9% max.

D. Boutin- the Town Attorney has approved the MOU as presented and there is nothing illegal about the MOU. The developer on page 3 of 5 it states that the developer is paying for the costs of the improvements. The money to pay back his debt comes from the 60/40 split on his taxes so there is no town money being spent on this project.

99 C. Karolian- I believe if we do have a minimum then it does need to be on the warrant article and would
 100 not go on till 2023. Page 4 of 5 of the MOU states that the MOU may be terminated at any time by both
 101 parties at any time, upon them giving a 14-day advance notice with no reason why.
 102
 103 J. Sullivan- that is why we have requested for all concerns to be addressed and why we suggested the
 104 continuance of the Public Hearing to get all the information.
 105
 106 D. Boutin- is the section that C. Karolian read objectionable to the Town Council? If so, then it can be
 107 brought up and addressed at the Monday meeting.
 108
 109 J. Sullivan- I would want to be clear on both ends what happens if someone bails.
 110
 111 A. Garron- we discussed that aspect in great length. That section was created by Town Counsel, this
 112 has evolved. I believe there is some modifications especially to this section, which is why we are
 113 requesting a continuance, and want to have Legal here at the next meeting.
 114
 115 D. Boutin- if we have the 14-day provisions what happens to the developer's commitment to put the
 116 water & sewer in? If they walk away are we stuck paying the bill? I think this provision should be taken
 117 out.
 118
 119 J. Sullivan- I think we need to get clarification on this.
 120
 121 D. Boutin- we don't do this to other developers. It does not make sense to do it to them.
 122
 123 T. Tsantoulis- the drop out clause is there to protect both parties. On page 3 letter (d) it gives great
 124 detail on what happens if the developer pulls out.
 125
 126 R. Duhaime- the last time I discussed this I had concerns about Underwood Engineering in the MOU.
 127 I'd really like to have someone else oversee this project. There is another developer putting in \$500,000
 128 to add water & sewer to their property and we are not paying them back. I don't see where they have
 129 any skin in the game. We are paying them back for all of it.
 130
 131 R. Duhaime- can we hire another firm to oversee this?
 132
 133 A. Garron- we are contracted by Underwood Engineering to design and oversee this. This was
 134 originally our project, and they were already contracted to oversee this project years ago.
 135
 136 J. Durand- I don't understand why we have an engineer on the payroll and we don't use him as an
 137 engineer. We were sold on this job to us it was told it wasn't going to cost us anything, but it is because
 138 it's costing us to hire engineers to oversee this work.
 139
 140 C. Karolian- I need clarification from D. Boutin, you said the developer has already spent money what
 141 have they spent that on? Underwood Engineering, we extended their contract to cover phase 1, 2, 3 of
 142 the TIF district development. When we look at the construction Eng. of the contract it brings a number
 143 of questions. Are we receiving invoices from Underwood Engineering that they are sending in
 144 periodically? Did the developer pay Underwood Engineering? What has been billed and what has been
 145 paid so far. I don't believe this can be put out to bid as they are locked into contract for phase 1, 2 ,3.
 146
 147 D. Boutin- Underwood Engineering has been involved in this infrastructure engineering from day 1. The
 148 design of the water & sewer the engineer is doing it on behalf of the town being paid for by the
 149 developer. The reason why we want them to do the contract administration is because there is no one
 150 who knows this town and project better than UE. To go out and hire another engineer who has no

151 experience working with the town or no experience on this project does not make sense. They are a
152 very reputable firm and do reputable work.

153

154 A. Garron- in regard to Karolian's questions, yes invoices have been submitted at all various stages of
155 the project. I want to be clear this is our project and has always been. There is nothing being done that
156 is specific to granite woods. 1.9 million of the projects on the developer's property is on them and they
157 are paying for that. The rest of the loop is on us and our project.

158

159 R. Lapierre- if this is our project, how would it have been paid for?

160

161 A. Garron- if the town took this on, we would have floated a bond.

162

163 R. Lapierre- how would it have been paid?

164

165 A. Garron- through TIF proceeds.

166

167 R. Lapierre- what if there was not enough TIF money?

168

169 A. Garron- we'd still have to float the bond.

170

171 R. Duhaime- what have we paid UE so far?

172

173 A. Garron- I don't have that on me. I can get that for next meeting.

174

175 T. Tsantoulis- when we first started this TIF district we choose back then that we would use UE for this
176 project. We decided this back then and I do not understand why we are rehashing them, if you were not
177 here for that then I do not know why we are discussing changing them. We are beating them up for
178 nothing. We choose UE because they are very well known for this type of work.

179

180 R. Lapierre- they are currently under contract. When there is a new contract, it will go under normal
181 town procurement procedures.

182

183 D. Boutin- why are we talking about a draft MOU that is going to be changed on Monday?

184

185 **Public Comments**

186

187 David Ross 56 Sherwood Drive- tax money is town money. Who would put a 14-day easy out on a deal
188 of this size? Has anyone talked to DRA on this issue? This seems like a deliberate avoidance of the
189 voters will. You should be floating a bond and then go out to bid. The idea of getting tax money from a
190 taxpayer and then turn around and cut them a check is something that I had not ever heard of. Why not
191 give them a tax break? To say that it has been used across the country and that it has always been
192 successful is stretch? Where is the proof? Who will be owning the land? If something goes wrong and
193 they go belly up the town will be on the hook. Having a 3rd party engineer is what should happen. You
194 need a 3rd party engineer, which is the towns protection.

195

196 Don Winterton- I appreciate that you are digging in and doing your due diligence. The TIF district is ran
197 by the TC with the assistance of the Town Administrator. Luckily for us you have a TA who has
198 experience working with TIF's. When SNHPC was here they told you what the future was and it was not
199 brick and mortar, it was distribution centers. There was no mention on page 4 H. where after 10 years
200 the town sits down with the developer to see where they are in their payments and see how that needs
201 to be readjusted. I do hope you continue this to the 9th as more needs to be ironed out. UE didn't ask to

202 be put in the MOU, they actually asked to be taken out. Please try and change the reputation of this
203 town has with developers. We have not become an inviting community for development.

204

205 J. Sullivan- I think we want to continue this PH till March 9th. There is more information that is still being
206 had.

207

208 **J. Sullivan motioned to continue the Public Hearing until Wednesday March 9th, 2022, at the**
209 **Hooksett Town Council Chambers at 6:00 p.m. seconded by D. Boutin.**

210

211 **All in favor 8-0.**

212

213 D. Boutin- I would suggest for March 9th we have legal here and I think we should invite the applicant.

214

215 **BICENTENNIAL MOMENT**

216

217 J. Sullivan-Hooksett on skis. Chair Sullivan gave a presentation of the old Hooksett Rope Tow and the
218 ski slopes. Merrimount ski area was located by Hackett Hill and Route 3. It opened from 1945-1956.
219 Merrimount today is a walking trail. The cottages and cabins are still there today.

220

221 **SPECIAL RECOGNITION**

222

223 Public Works Director, Earl Labonte - retirement (10/2018-02/2022)

224

225 J. Sullivan- Earl is retiring after 3.5 years of service to the town. He will have had over 30 years of
226 service in the field. He served in the military. Worked for Lebanon and the VA for a number of years. On
227 February 28th will be his last day with Hooksett. Earl was presented with a token of appreciation for his
228 years of service.

229

230 E. Labonte- it was a good time working here from time to time. I have a combined 30 years with
231 municipal and 25 years in the service, so it is time to go and retire.

232

233 C. Karolian- on behalf of the TC, we think you are more than deserving of a happy and healthy
234 retirement.

235

236 **PUBLIC INPUT**

237

238 Vincent Limbo 56 Main Street- I was sad to hear the passing of Kathy Northrup. I had reached out to
239 my councilor Durand with getting something named in her honor. She tried to protect everything
240 historical in this town. I would ask you to consider naming the bridge in her honor. She did so much for
241 the historical society.

242

243 **TOWN ADMINISTRATOR'S REPORT**

244

245 A. Garron I am glad to report covid #'s are going down. We are at 62 cases in Hooksett. We had a
246 review of the improvements that will take place along NH Rt.3- Alice Drive to White Hall Road. NHDOT
247 did a good job describing the plan, they showed the proposal and the options on the table that is up for
248 consideration. The meeting was well attended and great conversations. This was the 1st informational
249 meeting. We will be interviewing for Earl's position, we received 8 applications and interviewing 3
250 applications tomorrow and will bring back recommendations to the TC.

251 We are also going to be interviewing for the Community Development Administrative Assistant position
252 next week as well. We are looking at the possibility of using computers for meetings by Board and
253 Committees to help save on paper and make ease of use for members and will be looking at using

TC MINUTES

2-23-2022

5

254 current equipment or getting new. The Non-public is rescheduled for another meeting. The Farmer
 255 Road Surveys went out to 19 homes and 11 responded. What we plan to do with the results is
 256 reconnect with NHDES and Central Water to see what the next steps will be. Our initial meeting with
 257 DES had indicated that there was going to be grant funding and planning money coming down the
 258 pipeline. We want to take the study and the feasibility study and see what the best path would be.
 259
 260 C. Karolian- who came up with the questions for the survey?
 261
 262 A. Garron- I came up with the questions and then I gave them to Apple Tree for their consideration. We
 263 incorporated their amendments to the list.
 264
 265 R. Duhaime- we do not have a plan for these homes that are looking for water. I have a letter from a
 266 resident seeking to get water as they are having issues with their wells. I think the town should be
 267 looking at areas that we can solve and not leave it to the water precincts.
 268
 269 T. Tsantoulis- Municipal water is much like a business. It has to be feasible. It has to make money to
 270 sustain itself.
 271
 272 C. Karolian- how come we only sent surveys out to only 19 on Farmer Road? I thought we were going
 273 to go farther up the road.
 274
 275 A. Garron- if the council recalls we were initially began speaking about only Farmer Road and then that
 276 expanded up to Auburn Road and other areas. It was really the direction of the council to 1st survey the
 277 19 on Farmer Road to see if they would even be interested in hooking up.
 278
 279 R. Duhaime- we need to have some sort of plan that is coordinated. I don't think that some residents
 280 should be at the whim of the 2 water precincts.
 281
 282 D. Boutin- the state will be doing considerable drainage work on that road as well.
 283
 284 C. Karolian- can ARPA funds still be used for this? Are we looking at this as a dead issue based on the
 285 survey? What is the resolution?
 286
 287 A. Garron- I would look to the committee as to their suggestions and what is and is not a viable project
 288 for the funds.
 289
 290 R. Lapierre- we have a number of projects through public input here through, administration input, TC
 291 input, departments, and items on the CIP. We are waiting till after the March 8th Town Meeting as many
 292 projects are on the warrant and will be decided on then. There are only 5 houses that are looking at
 293 hooking up on Farmer Road with a proposed cost of \$400,000.
 294
 295 C. Karolian- I strongly request that this remains on the table for consideration for ARPA funds.
 296
 297 R. Lapierre- it is on the list; I would not say that it is not being considered. The sub-committee is there
 298 to do due diligence and will only be making recommendations to the TC we are not the gate keeper to
 299 ARPA funds.
 300
 301 A. Garron- the decision on use of ARPA funds remains. I want the council to know that there is a lot of
 302 pots of money out there for this as there are many contamination issues out there. We can apply for
 303 other grants and other funding options.
 304

305 C. Karolian motioned that we move forward with seeking 3rd party funding such as grants or
306 federal funds to fund the water issues on Farmer Road seconded by A. Walczyk.
307

308 **Roll Call Vote #3**

309 **D. Boutin Aye**

310 **C. Jones NP**

311 **A. Walczyk Aye**

312 **J. Durand Aye**

313 **R. Duhaime Aye**

314 **T. Tsantoulis Aye**

315 **R. Lapierre Aye**

316 **C. Karolian Aye**

317 **J. Sullivan Aye**

318

319 **Vote in favor 8-0**

320

321 **OLD BUSINESS**

322

323 **Tax Increment Finance District (TIF) to Discuss Funding Agreement between Town and Granite**
324 **Woods Developer (last discussed at 01/26/2022 TC Meeting)**

325 Moved to next scheduled meeting.

326

327 **NEW BUSINESS**

328 **Quarterly Financial Report as of December 31, 2021**

329 Moved to next scheduled meeting.

330

331 **Tribute to Kathie Northrup**

332

333 **J. Durand motioned that we make a plaque for Kathy Northrup at Head School seconded by J.**
334 **Sullivan.**

335

336 J. Sullivan- knowing Kathy I think she would frown upon a building being named after her. I think she
337 was a traditionalist and thought naming should remain historical.

338

339 R. Duhaime- I had some constituents speak to me and were interested in helping in some way, and
340 possibly have a tree planted in her name.

341

342 J. Sullivan- I understand funds are being accepted in her name.

343

344 A. Walczyk- I think some trees are being replaced at Donati Park and could be consideration to plant
345 more in her name.

346

347 **All in favor 8-0**

348

349 **NHMA 2023-2024 Legislative Policy Process**

350

351 J. Sullivan- traditionally we have a rep who attends during the process on behalf of issues that would be
352 beneficial to the Town. If councilors have any encouragement on supporting policies, they may.

353

354 A. Garron- if anyone wants any articles pursued, we will also need them to testify for that particular
355 article.

356 **Town Administrator Contract Effective May 2022**

357
358 J. Sullivan- We will be going into Non-Public on that.
359

360 **APPROVAL OF MINUTES**

361
362 ***R. Lapierre motioned to approve the public minutes of the February 5, 2022, Special Meeting.***
363 ***Seconded by D. Boutin.***
364

365 ***All in favor 7-0***

366
367 ***R. Lapierre motioned to approve the public minutes of the February 9, 2022, meeting. Seconded***
368 ***by D. Boutin.***
369

370 ***All in favor 7-0***

371
372 **SUB-COMMITTEE REPORTS**
373

374 T. Tsantoulis- we made a correction the other day regarding an HYAA meeting that was improperly
375 advertised. On February 23rd we will be giving an HYAA award to an individual.
376

377 R. Duhaime- March 8th we have NH Housing Authority coming in at 6:00 p.m. to give us information on
378 the housing situation. Then at 7:00 p.m. we have a Zoning meeting.
379

380 A. Walczyk- we have discussed at the Conservation Commission the River Walk Trail and beaver
381 removal. It is a more complicated than it seems. We have a "friends of the trail program" meeting from
382 10-1. Parks n Rec as well as Conservation Commission still have the possible land donation on the
383 agenda.
384

385 J. Sullivan- I attended the Heritage Commission and they have reassigned chair members. Clay
386 Cemetery they are looking at restoring that cemetery and are gathering information on that and
387 gathering records. For the Bicentennial Committee things are moving along great. Plans are set in
388 place.
389

390 **PUBLIC INPUT**

391
392 David Ross 56 Sherwood Drive- I think it would be great if you placed the proposed plans for Alice
393 Road along the walls during the Town Meeting. The State is proposing sidewalks, and it is not a heavily
394 pedestrian traveled road and don't see a need for the sidewalks. We will be responsible for maintain
395 and plowing the sidewalks. On the Farmer Road survey there are really only 9 that really count. The
396 point being that we have a known health hazard, we know it exists and we cannot ignore it. A lot of
397 people fear surveys. I think this is a legitimate use of the ARPA funds. You approved broadband for
398 Edgewater Drive that will not benefit the town. The ZBA hearing is already a continuation. I think they
399 really should postpone it as many that should be attending will be at the polls and I think all should have
400 the opportunity to be there.
401

402 **NON-PUBLIC SESSION NH RSA 91-A:3 II a.**

403
404 **J. Sullivan motioned to go into Non-Public at 8:36 p.m.; seconded by D. Boutin.**
405

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

408 (1) has the right to a public meeting, and (2) requests that the meeting be open, in which case the
409 request shall be granted.

410

411 **Roll Call Vote #4**

412 **A. Walczyk Aye**

413 **R. Lapierre Aye**

414 **C. Jones NP**

415 **R. Duhaime Aye**

416 **J. Durand Aye**

417 **C. Karolian Aye**

418 **T. Tsantoulis Aye**

419 **D. Boutin Aye**

420 **J. Sullivan Aye**

421

422 **Vote in favor 8-0**

423

424 **J. Sullivan motioned to adjourn the non-public session of 2/23/2022 at 9:36 pm seconded by R.**
425 **Lapierre.**

426

427 **Vote in favor 8-0**

428 **R. Lapierre motioned to seal the non-public minutes of 2/23/2022; seconded by J. Sullivan.**

429 **Vote in favor 8-0**

430

431 **ADJOURNMENT**

432

433 **R. Lapierre motioned to adjourn the meeting at 9:37 pm. Seconded by J. Sullivan.**

434

435 **Vote in favor 8-0**

436

437

438 Respectfully submitted,

439

440 *Alicia Jipson*

441

442 Alicia Jipson

443 Recording Clerk

444

445

446 Please see subsequent meeting minutes for any amendments to these minutes

**Town of Hooksett
Town Council Meeting Minutes
Wednesday, March 9, 2022**

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The Hooksett Town Council met on Wednesday, March 9, 2022, at 6:00 in the Hooksett Municipal Building.

CALL TO ORDER

Chair Sullivan called the meeting of 09 Mar 2022 to order at (6:02) pm.

PROOF OF POSTING

Human Resource Coordinator Donna Fitzpatrick provided proof of posting.

ROLL CALL

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

PLEDGE OF ALLEGIANCE

AGENDA OVERVIEW

Chris Pearson - Recognition for 17 years of Service to the Zoning Board of Adjustment

R. Duhaime spoke about his time working with Chris on the Zoning Board and presented Chris with a plaque for his recognition on the Board and years of service. D. Boutin also spoke and thanked Chris for his service.

PUBLIC HEARINGS

Continued Public Hearing - Tax Increment Finance District (TIF) to Discuss Funding Agreement between Town and Granite Woods Developer – Town Attorney Steven Whitley, Peter Bartash, Granite Woods Development and David Mercier, Underwood Engineering will be available to answer any related questions. (Last PH U.L. noticed & discussed at 02/23/22 TC Mtg) See item #9.2 for details

J. Sullivan opened the continued Public Hearing at 6:05 p.m.

A. Garron- On January 26, 2022, we held a hearing to expand the TIF district well as modify the language of the district plan, and both were approved that night. We also started discussion on the MOU and the funding source of that infrastructure. We continued that PH until Feb 3rd but did not move forward with a decision and continued that PH until today March 9th. A question that was brought up from councilor Lapierre was that given that there is a proposed minimum in the MOU of \$10,540,851 he felt that constituted a bond and was a concern. That question was then sent to **Steven M. Whitley**, Attorney for Drummond Woodsum, and the response was as followed. *“That is an interesting question, but I respectfully take a different view than Councilor Lapierre. If I understand the comment, it sounds like Councilor Lapierre is calling this a bond because the floor in the agreement*

47 constitutes long term debt of the town. I don't believe the floor is long term debt. Generally speaking,
 48 a bond is basically a loan agreement where some entity (a bank or the Bond bank) advances a sum of
 49 money to the town to fund some public works project and the town promises to pay back the principal
 50 plus interest and those payments are secured by the town's ability to tax residents to make those debt
 51 service payments; under state law, bonds are authorized in general by RSA 33. For a typical bond,
 52 Councilor Lapierre is correct that town meeting approval (3/5 vote) is required under both RSA 33:8 and
 53 also the town charter (section 5.11(A)). Here, Granite Woods is not advancing a sum of money to the
 54 town; rather, Granite Woods is instead privately funding development and conveying that to the town
 55 once completed. The town is making payments to reimburse Granite Woods for that private
 56 development and not to pay back monies previously received. Also, as I understand the agreement, the
 57 town is reimbursing Granite Woods using tax increment funds from Granite Woods and not from other
 58 taxpayers; by way of example, the town is not using tax revenues from other taxpayers, or even tax
 59 increment funds from other properties within the same TIF district. (do I have that correct?) Moreover,
 60 the town's authority for this arrangement is derived from the TIF statute (RSA 162-K), as opposed to
 61 RSA 33 for a bond, and RSA 162-K could have but does not require a super majority approval of town
 62 meeting to enter into a private funding agreement of this nature. RSA 162-K only requires that the
 63 agreement is consistent with the TIF financing plan. If the concern is ensuring that the only source of TIF
 64 funds used to reimburse Granite Woods comes from the prior Granite Woods tax payments, then I
 65 suggest the following be added to the MOU: "Payments to Granite Woods under this Agreement shall
 66 be annually appropriated from tax increment revenues attributable to Granite Woods's TIF property but
 67 only to the extent that such TIF increment revenues are collected from Granite Woods by the
 68 Town." This would limit the town to only utilizing Granite Woods TIF increments to make the
 69 reimbursement payments. This language also conditions the town's reimbursement payments on
 70 Granite Woods previously paying the tax bill so that the town will always be able to return 60 cents on
 71 every dollar paid by Granite Woods. If Granite Woods failed to pay the duly assessed property taxes,
 72 then the town would not be required to make the subsequent reimbursement payment."

73 B. Thomas Town Engineer- the benefit of this project is that the town will receive a new water & sewer
 74 system at no cost to the town. It satisfies some of the water districts issues with the loop system. It
 75 offers up future development. Risk is if the contractor walked away now there is no real risk. If they
 76 then later walked away there would be a \$500k bond that we would be able to draw from.
 77 Reimbursement funds not to exceed \$15.37 million or being lower than \$10.5 million which is noted on
 78 page 5 of the MOU.

79 C. Karolian- we have not been able to read this information before tonight. We would like time to
 80 digest.

81

82 R. Lapierre- the 10.5 million is what we are considering the minimum projection of the increased tax
 83 revenue generated by the increased value of the property? how confident is the developer in his
 84 numbers.

85

86 P. Bartash Granite Woods Development- the estimated tax assessment came from the Town assessor
 87 looking at the project and the possible build out scenario.

88

89 R. Lapierre- they are using an assumed minimum value of 1 million in tax revenue for the
 90 improvements based on what they can do with it.

91

92 John Duhamel Town Assessor- as discussed to get 1.5 million in tax revenue you need an assessment of
 93 70 million assessment on the building, and I don't have anything in front of me that can give me that
 94 number it is more like 34 million for the \$750,000.
 95
 96 R. Lapierre- since we are using these numbers to put in the MOU, how comfortable is the developer
 97 with those numbers that the tax revenue is going to be 1 million dollars.
 98
 99 P. Bartash- the estimated value of the core and shell is estimated to be 34 million, but it is also the
 100 value of the interior fit outs. We did an analysis of what those improvements may be and used the
 101 standard mil rate to arrive at a conservative tax rate of 1 million dollars. The revenue that is being
 102 shared here is only coming from taxes that the property pays and we as the developer are
 103 guaranteeing the funds to finish the project, and even in the MOU state that we are covering the short
 104 falls to do that. If in the future the future tax revenue is lower, that only hurts us.
 105
 106 R. Lapierre- if we moved to insert that language in the MOU are you comfortable with that?
 107
 108 P. Bartash- yes because what that language does is just to clarify the intent of the MOU.
 109
 110 R. Lapierre- with that language inserted if your value didn't reach the value needed to generate the
 111 taxes the town wouldn't dip into other tax sources to make up the difference.
 112
 113 P. Bartash- yes that's correct.
 114
 115 C. Karolian- has the town crunched the numbers if the town was going to get a bond on its own, and
 116 what would be the revenue that we would expect to receive on this? Does the developer have a tenant
 117 in place? Is there an anchored tenant? Or is this going to be speculation and hope for tenants?
 118
 119 A. Garron- if the town bonded it themselves, for a 7 million bond over the same 15 years, the principal
 120 and interest payment over 15 years would be \$8,485,000 so that is a delta of 2 million between the
 121 lower end of the threshold in the MOU.
 122
 123 C. Karolian- how much tax revenue is projected to come from their property alone if we alone floated
 124 the bond?
 125
 126 A. Garron- if you use the projection of revenue as shown, it would be 1 million and \$557,500 would go
 127 towards repaying the debt.
 128
 129 A. Garron- if the town was in a position to do that scenario, we would not be here right now having this
 130 conversation. The TIF district does not have the funds to do this project. With moving forward with this
 131 funding option, we are able to move forward with 2 projects at the same time.
 132
 133 B. Thomas- the information presented tonight has been provided before in previous meetings and was
 134 only blown up in size to present tonight.
 135

136 P. Bartash- that question has come up multiple times. Unfortunately, the tenants that had wanted to
137 move forward with us have since moved on. There won't be a tenant until an MOU has been signed
138 and water & sewer lines have been established. Commitments don't usually get made till steel is going
139 in the ground. The market is leading me to want to be patience and wait for this project. Yes, the town
140 might pay 2.5% on a bond if the town were to pass it on the warrant, but the town will take on a large
141 risk, and we are willing to take on the risk vs the town.

142

143 C. Karolian- so you don't have any guaranteed tenants right now. You are going to go and build it then
144 seek tenants.

145

146 P. Bartash- correct we will start a lease when we start construction.

147

148 Mike Sorel TIF Committee- all the questions that keep getting asked have been answered in the MOU.
149 A bond puts the risk on the taxpayers if it is not a secured bond. This MOU is a private public
150 agreement where the developer takes on all the risk. That property has sat unused for many years. It
151 has the potential to give back significant tax revenue to the town.

152

153 J. Sullivan- read excerpts from the proposed MOU as followed: page 4 under Financial Agreement: a)
154 The Developer shall secure 100% of the funding for the construction and completion of the
155 Improvements in their entirety. b) All risks associated with delays, materials costs, labor costs and
156 other factors will be carried exclusively by the Developer. c) The Developer will pay all contractors and
157 materials suppliers on a timely basis and will indemnify the Town against any claims or mechanic's
158 liens related to the project. d) In the event the Developer defaults on its payments to its investors,
159 creditors or contractors, or fails to complete the construction of the Improvements, the Town will not
160 be held liable in any way for the payback of the financing and the Town, the Hooksett Agenda Item
161 #9.2. Page 19 of 89 Page 5 of 7 Sewer District and the Hooksett Village Water Precinct will not be held
162 liable in any way for the direct costs of the Improvements, and the Town will become the sole owner of
163 the Improvements in whatever condition they may be in at that time, and without any liens or
164 encumbrances to the Town. e) The Developer will provide the Town with \$500,000 Payment and
165 Performance Bonds in the event that the Developer defaults or otherwise goes out of business. f) It is
166 expected that the property taxes payable to the Town will exceed \$1 million per year and may reach up
167 to \$1.5 million per year depending on the assessment.

168

169 R. Lapierre- I don't see anything in section I where it restricts the payments to come strictly from
170 property taxes.

171

172 A. Garron- the agreement is for a 60% share that would be reimbursed and that is the obligation of the
173 town.

174

175 R. Lapierre- I'm sorry it says shall not be less than 10.5 million

176

177 P. Bartash- that verbiage would be included in the executed MOU if approved. You need to look at the
178 MOU in its entirety, and holistically.

179

180 A. Garron- that section that is recommended to be inserted. We didn't want to insert anything until the
181 town council agreed and allow the council to see what those changes were.

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4

182

183 Alden Beauchemin TIF Committee- Mr. Beauchemin gave a handout and read it as followed: as a
 184 business and property owner at exit 11, we are excited to welcome Peter Bartash and the Granite
 185 Woods project to Hooksett. We have been working indirectly with previous developers here at exit 11
 186 for the past 18 years. We have seen development projects come and go, the window of opportunity is
 187 here again, and we need to help make this project happen. Some economic benefits to Hooksett:
 188 approx. \$1,000,000 annual property tax revenue generated by the project (compared with \$19,663
 189 current revenue. Potential annual income from registration fees for vehicles newly registered in
 190 Hooksett. + 150 temporary jobs during construction. +200 permanent jobs (\$12-\$17/hour average
 191 wage based on 2020 NH data for warehouse/distribution workers). Infrastructure Benefits to Hooksett:
 192 +\$7,000,000 contribution from the project to accelerate off-site sewer and water network expansion
 193 to west side of I-93. And +\$1,900,000 to install sewer and water utility contributed by the developer.
 194 +\$1,000,000 contribution from the project to fund traffic improvements on Hackett Hill Road at the toll
 195 road and route 3a intersections also contributed by the developer. Recreational Benefits to Hooksett:
 196 as part of the NHDES required wetland mitigation, Granite Woods is contributing \$173,000 towards the
 197 purchase of 32 acres along the Merrimack River with over 6,000 ft of frontage. Half of which will be
 198 protected by the town for conservation, and the other portion for potential use as a park with outdoor
 199 pavilions, and a boat house. Constructed/used by a local crew boat group. Also, part of the wetland
 200 mitigation package, Granite Woods is acquiring 395+ acres in Hooksett for permanent conservation.
 201 Residual Benefits to Hooksett: Potential to spur commercial development elsewhere at both exit 10 &
 202 11, which will likely encourage other investment in Hooksett and bring much needed amenities to the
 203 community. Other jobs are expected to be created to provide the services needed. Management &
 204 service positions at restaurants, hotels, stores and more. Restores a site that has been decimated in
 205 the past and is presently an eye sore. Overall increase in property values of other area businesses and
 206 properties. This property is not just about Hooksett, but the entire State of NH. With positive attitudes
 207 and a belief in a bigger vision for a stronger NH economy, we completely support the Granite Woods
 208 project, and hope you will rally for this project to go forward. The opportunity and residual effect on
 209 businesses local and state-wide are numerous! NH Department of Economic & Business have been
 210 heavily involved in making this happen as well.

211

212 David Ross 56 Sherwood Drive- I find parts of the MOU that I can't believe are enforceable. I don't see
 213 how we can't be held liable. I don't see anything that is unenforceable. They are an LLC, only the assets
 214 of the corporation are at risk none of the principles. I hear they are going to have a bond but \$500K is
 215 not enough. Who is the perspective bond holder, what is the name of the bank? Is the bank holding
 216 the MOU as to whether they give them the loan? Use the current empty commercial buildings that are
 217 already open in town. It hasn't been empty; it has been being mined and that is done. The market is
 218 volatile. All this is presumed. The rate of inflation has been used to calculate this. That is wrong.

219

220 Sid Baines 59 Farmer Road- these guys have worked tirelessly for months. I have never seen a councilor
 221 show up at any TIF meeting. If you wanted to do it yourself then you should have, but you didn't you
 222 asked the committee to, and they did and they did what was in the best interest of the town. You
 223 should listen to their recommendations and support them.

224

225 John Lyscars 142 Hackett Hill Road- there are many other benefactors wrapped in this project. There is
 226 an increase in conservation land, community center projects. You were all elected by the taxpayers.
 227 We do not need to weigh in on 10 pages of warrant articles we hired you to make the heavy decisions.

228 My family supports this project with the sewer expansion. The donation of conservation land, the
 229 projected jobs during construction and the job that will be when it is done. Finally, someone wants to
 230 fix the big ugly sandpit eye sore. Thank you, Peter, for your patience and all involved, let's hope we all
 231 do the right thing.

232
 233 Don Winterton 10 Prescott Heights Road- I have been for this project for a while. How often do we
 234 have someone come to Hookset and say they want to spend 67 million in our town? We have hired the
 235 best municipal law lawyer in the state to look over this. They are on the hook to their bank, not us. If
 236 the value is low, they still have to pay their bank. If the value is high, then that means more money
 237 coming into the TIF therefore more money being used for infrastructure in the TIF. The Planning Board
 238 and the ZBA have approved it. The Economic Development committee is in favor, the TA, the water
 239 precinct is in favor, Southern NH development have even come here and told you that large
 240 distribution is the future. We have that here looking to start business.

241
 242 R. Duhaime- Mr. Sorel, I know you lived on Cross Rd for many years. This is going to affect us living and
 243 sitting in construction. I don't believe the town would spend this much amount of money unless we
 244 had a serious developer. Why should I vote on all this sit in construction when my taxes continue to go
 245 up?

246
 247 Mike Sorel - there is an opportunity for the town to have this property developed. We have a private
 248 developer wanting to pay the money up front to do this, the town is not at risk. On page 5 of the MOU.
 249 It is expected the property taxes to the town will be about 1 million dollars. That is more than the
 250 current \$19k. There is no risk in the MOU or liability to the town.

251
 252 C. Karolian- you mentioned, and it keeps getting repeated the potential 1 million in tax revenue. Our
 253 assessor has said it is more like \$750k until he gets the build outs to know. I wonder where you are
 254 getting your figures on the 1 million.

255
 256 Mike Sorel - the 1 million is based on the expected finished 500sq foot building.

257
 258 C. Karolian- to Mr. Beauchemin are you an abutter?

259
 260 Alden Beauchemin – no not exactly. My property is at the corner of Hackett Hill and 3a.

261
 262 C. Karolian- When you talk about the jobs are those based off distribution housing?

263
 264 Alden Beauchemin- Yes that was what proposed to us.

265
 266 C. Karolian- So Granite Woods is going to contribute another 1 million for funding a traffic study and
 267 conservation land.

268
 269 Alden Beauchemin- its on the East Side of the river.

270
 271 C. Karolian- what is the dollar factor on that land purchase?

272

273

274 P. Bartash- I can't openly speak about the property as it is confidential transaction currently going on.

275

276 C. Karolian- so you are looking at a couple million dollars on top of the infrastructure project.

277

278 P. Bartash- correct.

279

280 R. Duhaime- if this project is to go forward what is your timeline?

281

282 P. Bartash- pending the outcome tonight, we anticipate starting building in June or July. Then a 6-
283 month buildout. A total timeline of 18 months and that is also the expected timeline on the water &
284 sewer project to be complete, so we hope both will go hand in hand and a tenant can move in when
285 the water & sewer is done.

286

287 D. Boutin- the questions that the councilors are bringing up are good as this is a unique project. The
288 planning board is the one who stipulated that an MOU be created. I've been involved in planning
289 boards for years. The developer has been very patience. I am hoping the council will recognize the
290 value of this project for the Town of Hooksett. These involved have all done a very good job with this.

291

292 J. Sullivan called the 1st Public Hearing closed at 7:40 pm.

293

294 **Public Hearing- Hooksett Village Water Precinct Expansion. HVWP will be available to answer any**
295 **related questions. (See item #9.3 for details)**

296

297 J. Sullivan opened the 2nd Public Hearing at 7:40 pm.

298

299 B. Thomas- the intent of this expansion is to encompass the water main loop, but we cannot expand
300 that loop unless it is contained in the Hooksett Village Water Precinct area.

301

302 Todd Smith Hooksett Village Water Precinct- In a nutshell there are certain districts and areas that we
303 can develop. This is outside of our area, and it is a simple fix to just having the town council approve
304 that expansion so that we can accommodate that additional infrastructure. If not, then we cannot take
305 it on.

306

307 C. Karolian- do we have easements on hand by the state of NH yet?

308

309 B. Thomas- they are still reviewing the plans. We are still waiting and will probably wait for a few more
310 months.

311

312 C. Karolian- if we do expand the water district it could be a moot point as the state could say no.

313

314 B. Thomas- if you don't vote for the project today, in the future there could still be future business that
315 could warrant the expansion.

316

317 A. Garron- we still have a project in this area that we are proposing to do. We floated a 2.5 million
318 bond to expand sewer and water within this area. If that were to come to fruition would this be a move
319 in concert with water and sewer in that area?

320

321 Todd Smith - It would and the expansion when looking at the bigger picture would enhance all future
322 projects. If we hinge this all on 1 project, it is very narrow minded.

323

324 David Ross 56 Sherwood Drive- again looks like more questions that need to be answered. If the state
325 is not going to grant easements, then who knows, the state likes to drag their feet.

326

327 Sid Baines 59 Farmer Road- what difference does it make if you expand the district, you are not going
328 to give it to anyone else, this is probably the normal way to do it.

329

330 T. Tsantoulis- can you think of a time in all your experiences when a state would not issue an
331 easement.

332

333 B. Thomas- my experience with the state is they will typically always work with us. I've worked with the
334 state on 27 projects, whenever there is a problem, they have always been easy to deal with. We have a
335 good relationship with the state, and I don't think that it is really a problem. I don't see what difference
336 it makes. This water district goes up to the north end. It is not like another district is going to come in
337 and make a water district. I don't think we need to wait on the state for this.

338

339 R. Lapierre- Manchester Water Works has the franchise at the other end of Hackett Hill Road. They
340 could possibly want to expand as well.

341

342 T. Smith- Manchester Water Works is in that area for sure. We would like to expand. The immediate
343 need is to accommodate the exit 10 and 11 expansion.

344

345 R. Duhaime- and you think you have enough capacity?

346

347 T. Smith- Yes.

348

349 J. Sullivan closed the Public Hearing at 7:53 pm.

350

351 ***D. Boutin motioned to move the approval of the funding agreement/MOU between the Town of***
352 ***Hooksett and Granite Woods; seconded by T. Tsantoulis.***

353

354 D. Boutin- we have a well proposed plan. Legal has blessed this agreement. We have a site that has
355 been vacant for a long time. The advantage of this project is it is at exit 11. We won't have a lot of truck
356 traffic in the town. We have the advantage of the additional tax dollars. It is my hope that the council
357 will see this as a good agreement.

358

359 T. Tsantoulis- I keep hearing why do my taxes keep going up when we have development. You should
360 talk about what would your tax dollars be if we didn't have tax dollars. We essentially have a hole in

361 the ground. We have a set good plan in place we have something staring us in the face. How much
362 longer can we keep beating this to death.

363

364 ***J. Sullivan motioned to amend the MOU to include payments to the Granite Woods under this***
365 ***agreement shall be annually appropriated for Tax Increment revenues attributed to Granite Woods***
366 ***TF property but only to the extent that such TIF revenues are collected from Granite Woods by the***
367 ***Town; seconded by D. Boutin.***

368

369 J. Sullivan- this is a unique opportunity. Its not always good to be first but if we are going to be first
370 then let's do it right. I think the changes made by the TIF committee and councilors make it right. This
371 agreement is really creating a loop of infrastructure of water & sewer. The requirements will all also
372 need to be approved by ZBA and Planning Board. A lot of us say here we've been doing things for a
373 long time. There is a reason why the charter was created. I think this amendment helps codify any
374 questions.

375

376 D. Boutin call the question, no objections.

377

378 **Roll Call Vote #2**

379 ***R. Duhaime Aye***

380 ***J Durand Aye***

381 ***C. Jones Abstained employee of Underwood Eng.***

382 ***R. Lapierre Aye***

383 ***A. Walczyk Aye***

384 ***D. Boutin Aye***

385 ***C. Karolian Aye***

386 ***T. Tsantoulis Aye***

387 ***J. Sullivan Aye***

388

389 **Vote 8-0-1**

390

391 ***R. Lapierre motioned to amend the MOU section 4 paragraph (j) of the MOU to change 10 days prior***
392 ***to 30 days prior; seconded by A. Walczyk.***

393

394 R. Lapierre- I'm just concerned that 10 days is not enough time for the town to do its due diligence.

395

396 A. Walczyk- I agree.

397

398 R. Lapierre- the developer shall have the right in its sole discretion in its sole and absolute discretion
399 but otherwise in accordance herewith, to assign all or a portion of its rights under this MOU by
400 providing prior written notice of the applicable Transfer(s) to the Town by a date that is no later than
401 Ten (10) Days prior to the then scheduled Closing Date, along with copies of all reasonably related
402 Transfer Documentation, and so forth. I look at 10 days as not enough time.

403

404 D. Boutin call the question, no objections.

405

406 **Vote in favor of the new amendment 8-0-1 abstention due to being employed by underwood**
 407 **engineer.**

408

409 ***D. Boutin motioned to call the question on the original motion; seconded by T. Tsantoulis no***
 410 ***objections.***

411

412 **Roll Call Vote #3**

413 ***D. Boutin Aye***

414 ***C. Jones Abstained employee of Underwood Eng.***

415 ***A. Walczyk Nay***

416 ***J. Durand Nay***

417 ***R. Duhaime Nay***

418 ***T. Tsantoulis Aye***

419 ***R. Lapierre Aye***

420 ***C. Karolian Nay***

421 ***J. Sullivan Aye***

422

423 **Vote 4-4-1**

424

425 R. Duhaime- construction cost are going up. We must get in front of this before construction costs go
 426 up. There is going to be a lot of traffic with this project. There is going to be road improvements done. I
 427 want to see something done with Main Street and Hackett Hill.

428

429 A. Walczyk- I think some of the challenges in Hooksett is building out exit 11 and have needed a
 430 developer and a developer would need an MOU and we have that in front of us. This would generate
 431 revenue, residential does not generate a lot of revenue vs this. I give a lot of credit for all being
 432 involved. I don't even want to know how much this has caused us for legal review. I don't see a ton of
 433 risk coming from Hooksett. The developer has been working with us to make sure it works for all.

434

435 T. Tsantoulis- I think this is a positive step and I see no negative in this.

436

437 C. Karolian- I have some unanswered questions about the revenue. Yes, I am in favor of utilizing that
 438 property. We are the 1st one in the state going down this avenue. If it is such a great idea why has this
 439 not been done already in the state? There is risk to the Town of Hooksett, to R. Duhaime concerns we
 440 still have traffic concerns at that exit. Having said that this is a project running on speculation. It is still
 441 up in the air on how much revenue we will get, as it is based on an assumption of an unseen floor plan.

442

443 D. Boutin- I think A. Walczyk summed it up very nicely.

444

445 J. Sullivan now we will vote on approval of the MOU as amended.

446

447 **Roll Call Vote #4**

448 ***A. Walczyk Aye***

449 ***R. Lapierre Aye***

450 ***C. Jones Abstained employee of Underwood Eng.***

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10

451 ***R. Duhaime Aye***

452 ***J. Durand Nay***

453 ***C. Karolian Nay***

454 ***T. Tsantoulis Aye***

455 ***D. Boutin Aye***

456 ***J. Sullivan Aye***

457

458 ***Vote in favor 6-2-1***

459

460 Brief recess taken at 8:20 p.m.

461

462 Returned from recess at 8:27 p.m.

463

464 **SPECIAL RECOGNITION**

465

466 **BICENTENNIAL MOMENT**

467

468 J. Sullivan- showed a quick PowerPoint slide on the groundbreaking dedication of the Fred C Underhill
469 School of 11/30/1958. The slides showed the history of the school while it was being built and provided
470 building facts.
471

472

473 **PUBLIC INPUT - 15 MINUTES**

474

475 John Lyscars 142 Hackett Hill Road- congratulations on getting a big decision made and asking
476 questions. Please do something with these microphones they don't work well. Please consider turning
477 the old Cigna building into housing. We want to plan now. We want and will bring more business into
478 this town and will need to house them somewhere. Let's not let another building sit and rot.
479

480

481 J. Sullivan- that would be under the Planning Board not us.

482

483 John Lyscars -You have a voice here on the planning board as a rep. have the discussion here and have
484 the rep represent you to the planning board.
485

486

487 David Ross 56 Sherwood Drive- the Cigna building is another example that it is up to the voters how we
488 zone our town. The Conservation Commission has met there need of 25% of CC land, I don't think we
489 need any more conservation land. The vote earlier on the MOU was troubling with unanswered
490 questions.
491

492

493 **SCHEDULED APPOINTMENTS**

494

495 **March 8, 2022, Town Election Recap - Todd Rainier, Town Clerk & Todd Lizotte, Town Moderator**

496

497 Todd Lizotte- The supervisor of the checklist supplied us with the facts that we had 1,221 cast ballots. It
498 was fantastic voter turnout. There were 2 council seats that got changed. This was my first election

499 here. The Town Clerk position is very essential in the election process. Sad to see Todd Rainer not re-
500 running, and I hope we can find an equal replacement.

501

502 Todd Rainer- we were left with a couple of seats that were not declared but had write in. We have a
503 vacancy in the Cemetery Trustees that will have to be a 1-year appointment. I was elected in 2013. I
504 was hired as the deputy TC in 2014. I have been serving those dual roles. Elections have become a
505 monster on themselves. You have heard from other election officials that the TC role has to be more
506 than a \$5,000 stipend position. It is a year-round position. It needs to be a department head with a
507 deputy that they appoint. We've worked around it, but I think it's time to re look. Yes, I was written in
508 but I am not going to take the position, we have until July 1 to look and find someone. I am leaving you
509 when my term ends at the beginning of a general elections and a state primary, and I apologize for
510 that. This allows me to focus on my full-time position as a Deputy Tax Collector.

511

512 T. Lizotte- thanked all the volunteers for coming out and all that helped at the polls.

513

514 **Hooksett Village Water Precinct Expansion - Michael Heidorn, Superintendent.**

515

516 ***T. Tsantoulis motioned to approve the expansion of the Hooksett Village Water Precinct; seconded by***
517 ***D. Boutin.***

518

519 T. Tsantoulis- there is a need, it makes all the sense, and it goes hand in hand with the project we
520 approved earlier. The voters pretty much approved unanimously everything that we put in front of
521 them yesterday. They seem to have a lot of favor if you will for what we do here. A lot of thought goes
522 into what we need to. They are waiting for us to make these decisions.

523

524

525 **Roll Call Vote #5**

526

527 ***T. Tsantoulis Aye***

528

529 ***C. Jones Abstained employee of Underwood Eng.***

530

531 ***R. Duhaime Aye***

532

533 ***A. Walczyk Aye***

534

535 ***R. Lapierre Aye***

536

537 ***C. Karolian Aye***

538

539 ***J. Durand Aye***

540

541 ***D. Boutin Aye***

542

543 ***J. Sullivan Aye***

544

545 ***Vote 8-0-1***

546

547 **CONSENT AGENDA**

548

549

550 **Accept donations totaling \$350.00 (\$25.00 from Linda Tsiatsios, \$50.00 from Phyllis D. Heaney,**
551 **\$50.00 from Janice Boucher, \$100.00 from Sidney Baines, \$100.00 from Hooksett Sewer and \$25.00**
552 **from Ginger Saunders) to the Town Hooksett for the Hooksett Heritage Commission in memory of**
553 **Kathie Northrup per RSA 31:95-b, III (b)**

554

549 \$2,000 check from HealthTrust to the Town of Hooksett for the 2022 town-wide wellness program(s)
 550 per RSA 31:95-b, III (b) and return said amount to the Administration line item 001-000.220.029.000.
 551

553 Accept Federal Grant Funds awarded to the Town of Hooksett, NH in the amount of \$89,367.78 for
 554 Hooksett Fire-Rescue Department overtime staffing from July 1, 2021 - September 30, 2021, per NH
 555 RSA 31:95-b III(a)
 556

557 *D. Boutin motioned to approve the consent agenda items 10.1, 10.2, 10.3; seconded by A. Walczyk.*
 558
 559

560 **Roll Call Vote #6**

561 *J. Durand Aye*

562 *R. Lapierre Aye*

563 *C. Karolian Aye*

564 *D. Boutin Aye*

565 *C. Jones Abstained medical*

566 *T. Tsantoulis Aye*

567 *A. Walczyk Aye*

568 *R. Duhaime NP*

569 *J. Sullivan Aye*
 570

571 ***Vote in Favor 7-0-1***

572

573 **TOWN ADMINISTRATOR'S REPORT**

574

575 A. Garron- the cases of covid continue to go down. We are at 21 cases in town. The Martin Ferry's
 576 project is taking place it is actively being done, they are targeting March 25th to get done. House bill
 577 1417 "The Property Tax Relief act of 2022". What is being proposed to reinstate a portion (7.5%) of the
 578 state contribution to the employers share of the NH Retirement Systems contribution for teachers,
 579 police, and firefighters beginning on July 1, 2023. Based on Hooksett's Finance Director's calculations,
 580 using the proposed 7.5% state contribution rate, it would equal a savings to Hooksett in the amount of
 581 \$357,816 or .17 cents on the tax rate in FY 2022-2023 It is encouraged for the council to vote on this. It
 582 will be a saving to the Town of Hooksett.
 583

584 *J. Sullivan motioned that he directs the Chair to draft a letter to our legislatures to draft a letter of*
 585 *support for this House Bill; seconded by D. Boutin.*
 586

587 ***Vote in favor 8-0-1 abstention medical***

588

589 NHDES letter sent to 16 households in Hooksett within 500 horizontal ft of a contaminated well. The
 590 letter says it was not to alarm them, just to notify them per the RSA.
 591

592 C. Karolian- where is the location of this well?
 593

594 A. Garron- in around the Prescott's Heights, Johns Drive, Rock Forest Drive, Hooksett Road.
 595

596 A. Garron- I had LeAnn look into the company we purchased the microphones from. We looked at a
597 hardwired option \$6,000 and a wireless option \$19,000.

598

599 T. Tsantoulis- we typically have all our meetings here so having hardwired makes more sense and it is
600 cheaper. I would be more inclined to support the hardwired version.

601

602 C. Karolian- where are the old goosenecks that we used to have?

603

604 A. Garron- we have a new system that would not allow us to use the old goosenecks. If you remember
605 we were having issues with the old goosenecks and that prompted us to look and move forward with
606 what we have now, so it does not make sense to use old equipment that had prior issues. We should
607 start new with newer technology and start new.

608

609 C. Karolian- I thought we switched to Bluetooth because of portability reasons. I think we should see if
610 they can look at the connections can be switched out and use the old gooseneck and check if they are
611 compatible.

612

613 ***J. Sullivan motioned that we direct the Town Administrator and staff to look at if the old goosenecks***
614 ***are compatible with the new system and have them check the connectors to see if they are***
615 ***interchangeable; seconded by C. Karolian.***

616

617 ***Vote in favor 9-0***

618

619 A. Garron- we need a volunteer from the board to serve as a rep on the CIP committee.

620

621 D. Boutin volunteered to serve on the CIP committee again.

622

623 March 21st Volunteer Appreciation Day in the gym.

624

625 **NEW BUSINESS**

626

627 **Quarterly Financial Report as of December 31, 2021**

628

629
630 C. Tewksbury- we are halfway through the year, and we should be at 50%spent. Our general operating
631 budget us at 54%. The spending is up about \$600k as we have more full-time employees at the fire and
632 police station due to covid. Admin is at 50% spent. Fire Rescue is at 52% spent. Slightly over and it is
633 related to union contracts, retirement, and health costs. The FD has 33 full time staff, and right now we
634 are currently staffed. Dept spending is due to covid precautions. Police department is at 54% spent.
635 Fully staffed at 41 employees. Typically, if we have to replace an officer it takes 4 to 6 months to rehire.
636 Highway dept. we are at 48% spent. Spending revolves at how much paving we have done at what time
637 of the year. Staffing has remained level of the past 3 years. The cost of salt has gone up to 25%
638 increase. Recycling & Transfer is at 40% spent, mainly related to employees, currently staffed but did
639 have 4 turnovers during the year. General fund revenues we are at 60% spent which is consistent with
640 the other 4 years. Motor vehicles we are 49% collected. Interest & penalties is when we go out to lien
641 and deed. We should see these numbers bump up in May. Building permits at 60%. State revenues at

642 91%. Meals and room tax changed from 8.5% to 9%. They changed their split to a 70/30 formula.
 643 Highway block grant funds are based on 12% of the road tax. Our share was reduced by \$17,275.
 644 Ambulance service fund calls for service over the 4 years have increased by 20%. We use Comstar to
 645 issue and collect our bills. The % collected is at 70%.

646

647 ***J. Sullivan motioned to extend the meeting; seconded by T. Tsantoulis.***

648

649 ***Vote all in favor.***

650

651 ***Purchase of mobile radios for the new fire engine, ambulance, and command vehicle***

652

653 ***R. Lapierre motioned to authorize the purpose of mobile radios from Ossipee Mountain Electronics***
 654 ***for \$63,134.10 for the new command car, new ambulance, and new engine. The funds shall be***
 655 ***withdrawn from the following accounts: \$36,076.62 impact fees, \$9,019.16 Ambulance Fund,***
 656 ***\$9,019.16 Fire Apparatus Capital Reserve, \$5,157.21 Leon Boisvert Fire Equipment Trust and***
 657 ***\$3,861.95 Department Operating Budget; seconded by D. Boutin.***

658

659 C. Karolian- why does this not have to bid out?

660

661 S. Colburn- Because it is a state bid contract.

662

663 C. Karolian- why use Ossipee Mountain not another dealer?

664

665 S. Colburn- Because we have always used them during my tenor here. The price is the same regardless
 666 of who we use. We are putting these in new vehicles.

667

668 T. Tsantoulis- it looks like a total of 8 radios?

669

670 S. Colburn- No 7 radios.

671

672 T. Tsantoulis- how long will they last?

673

674 S. Colburn- We hope for 10 years. Motorola has to support for a minimum of 10 years.

675

676 R. Duhaime- is that installed?

677

678 S. Colburn- The install was built in the engine price. The install will be in the upfit cost.

679

680 C. Jones left meeting at 9:36 pm.

681

682 **Roll Call Vote #7**

683 ***C. Jones NP***

684 ***C. Karolian Nay***

685 ***R. Lapierre Aye***

688 *R. Duhaime Aye*
 689 *A. Walczyk Aye*
 690 *J. Durand Nay*
 691 *T. Tsantoulis Aye*
 692 *D. Boutin Aye*
 693 *J. Sullivan Aye*

694
 695 ***Vote in favor 6-2***
 696

697 **PUBLIC INPUT**

698
 699 David Ross 56 Sherwood Drive- other communities are sending \$500 checks to low-income residents,
 700 they were the real victims of the pandemic. Their communities are spending it on their water systems.
 701 The Town did not suffer from covid the residents did. We hope that you use the ARPA Funds to help
 702 the residents.
 703
 704

705 **NON-PUBLIC SESSION NH RSA 91-A:3 II a & c**

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

710 (c) Matters which, if discussed in public, would likely affect adversely the reputation of any person,
 711 other than a member of the public body itself, unless such person requests an open meeting. This
 712 exemption shall extend to any application for assistance or tax abatement or waiver of a fee, fine, or
 713 other levy, if based on inability to pay or poverty of the applicant.
 714

715 **J. Sullivan motioned to go into Non-Public at 9:40 p.m.; seconded by D. Boutin.**

716
 717 **Roll Call Vote #8**

718 *R. Lapierre Aye*
 719 *R. Duhaime Aye*
 720 *T. Tsantoulis Aye*
 721 *A. Walczyk Aye*
 722 *J. Durand Aye*
 723 *C. Jones NP*
 724 *D. Boutin Aye*
 725 *C. Karolian Aye*
 726 *J. Sullivan Aye*

727
 728 ***Vote in favor 8-0***
 729

730 ***R. Lapierre motioned to adjourn the non-public session of 3/9/2022 at 10:37 p.m.; seconded by D.***
 731 ***Boutin.***

732
 733 ***Vote in favor 8-0***

734 *T. Tsantoulis motioned to seal the non-public minutes of 3/9/2022; seconded by D. Boutin.*

735 **Roll Call Vote #12**

736 *D. Boutin* **Nay**

737 *A. Walczyk* **Aye**

738 *J. Durand* **Aye**

739 *C. Karolian* **Nay**

740 *R. Lapierre* **Aye**

741 *T. Tsantoulis* **Aye**

742 *R. Duhaime* **Aye**

743 *C. Jones* **NP**

744 *J. Sullivan* **Aye**

745

746 ***Vote in favor 6-2***

747

748 **ADJOURNMENT**

749

750 *D. Boutin motioned to adjourn the meeting at 10:39 pm. Seconded by T. Tsantoulis.*

751

752 ***Vote in favor 8-0***

753

754 Respectfully submitted,

755

756 *Alicia Jipson*

757

758 Alicia Jipson

759 Recording Clerk

760

761

762 Please see subsequent meeting minutes for any amendments to these minutes

763

**Town of Hooksett
Town Council Meeting Minutes
Wednesday, March 23, 2022**

1
2 The Hooksett Town Council met on Wednesday, March 23, 2022, at 6:00 pm in the Hooksett Municipal
3 Building.
4

5 **CALL TO ORDER**

6 Chair Sullivan called the meeting of 23 Mar 2022 to order at (6:00) pm.
7

8 **PROOF OF POSTING**

9 Human Resource Coordinator Donna Fitzpatrick provided proof of posting.
10

11 **ROLL CALL**

12 **In Attendance:** Councilor James Sullivan, Councilor Clifford Jones, Councilor John Durand, Councilor
13 Randall Lapierre, Councilor Roger Duhaime (arrived at 6:03), Councilor David Boutin, Councilor
14 Timothy Tsantoulis, Councilor Clark Karolian, and Councilor Alex Walczyk.
15

16 **PLEDGE OF ALLEGIANCE**

17
18 Chair Sullivan asked those present and able to stand for the pledge of allegiance.
19

20 **AGENDA OVERVIEW**

21
22 **BICENTENNIAL MOMENT**

23
24 **Hooksett Manchester Airport**

25
26 J. Sullivan gave a brief PowerPoint presentation overview of the old Hooksett Manchester Airport that
27 was built in 1944 by Carl S Park Sr. and closed in 1973. The full PowerPoint presentation can be found
28 on the town's website.
29

30 **Hooksett Youth Achiever of the Month - Patrick DeFelice**

31
32 T. Tsantoulis- Presented Patrick DeFelice with a town pin and a certificate of appreciation as being
33 Hooksett's Youth Achiever of the Month. T. Tsantoulis thanked Patrick for his commitment to the
34 Scouts and his community service, and for the support of his family.
35

36 **Hooksett Municipal Employee - New Hire/Resignations**

37
38 A. Garron- we recently hired a new Community Development Admin Assistant Robert Carron. Jonathan
39 Duford FF/Paramedic has resigned and is moving to seek a position at a hospital in NH.
40

41 **SCHEDULED APPOINTMENTS**

42 **Mike Berardinangelo, Project Management for Access A/V-Town Council Chambers**
43 **Microphones**
44

45 A. Garron- the council has made several comments regarding the microphones here in the chambers.
46 They often have issues staying connected and people hearing what is being said. We brought the
47 concerns to the consultant and have invited Mike to come here today to answer any questions the
48 Council may have.

TC MINUTES

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1

49 Mike Berardinangelo - Your typical microphone has an element that over 10 years starts to diminish.
 50 You can try to put them in, but I think you will get similar results. The microphones that you did have I
 51 believe are more like 10 to 15 years old if not older. They are wired in and then would connect to a
 52 central box. To take 10 to 12 wired mics and have the wires running all around the floor would be
 53 messy.
 54
 55 D. Boutin- I wonder if we considered clip on mics.
 56
 57 M. Berardinangelo - if you did that there are 2 options, there are clipped on wired ones, then there is
 58 wireless that terminate on a belt pack.
 59
 60 D. Boutin- what is the price on that compared to the goosenecks?
 61
 62 M. Berardinangelo - it would be similar in pricing; it may be less but in the same ballpark.
 63
 64 D. Boutin- what quality do those bring?
 65
 66 M. Berardinangelo - a gooseneck is more appropriate for this environment.
 67
 68 J. Durand- my only concern is people would walk off with the shirt mics, and or capture unwanted
 69 sounds.
 70
 71 M. Berardinangelo - these mics are 2.4 gigs and run with cell phone frequency and are competing with
 72 cell phones in the rooms.
 73
 74 C. Karolian- I think it would be in the best interest to bring up the old mics and fix them as need be.
 75
 76 T. Tsantoulis- you are here attending the meeting, what would your best recommendation from a
 77 professional standpoint be?
 78
 79 M. Berardinangelo - if the wires do not bother you, I think the wired goosenecks are the best if used
 80 correctly with best practices.
 81
 82 R. Duhaime- tonight we don't seem to be having any problem tonight. Not being one to go backwards
 83 what can we do with these ones? Can we upgrade?
 84
 85 M. Berardinangelo - do you see them being used for any other use by others? A wireless option that I
 86 proposed was a digital option, but it is fairly expensive.
 87
 88 C. Karolian- if all these problems were known why did we go with these options?
 89
 90 J. Sullivan- when we needed to leave this room due to covid it made the more sense as it was able to
 91 be able to move around with portability.
 92
 93 J. Durand- didn't we get a grant for these because of covid?
 94
 95 A. Garron- yes, we received \$346,000 We looked at a system that was portable as well as chairs, and
 96 the air ventilation. We have spent all the funds we originally received. We also received additional
 97 ARPA funds which the way in which we received in the ARPA funds; these would fall in line as an
 98 acceptable use.
 99

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2

Chip Fredette, Vice President of the Merrimack Valley Trail Riders- Cystic Fibrosis Charity Ride- Use of Chester Turnpike in Hooksett

A. Garron- back in 2020 Mr. Fredette presented his proposal to utilize the Chester Turnpike, the event does not originate in Hooksett, but does pass through Hooksett via the Chester Turnpike. Back in 2020 the Council wanted them to touch base with the Conservation Commission and the Fire Department. The reason why they need the Councils approval because we did shut the Chester turnpike off to use of ATVs, and you will need to grant that 1-day use of that if approved.

Chip Fredette-we have been on a covid hiatus. We are back to ask the same request that we have in the past. The event is a charity fundraising event, it is the 40th anniversary. We have raised over 2 million dollars over the past 40 years for the Cystic Fibrosis Foundation. The event itself is a 1-day noncompetitive trail ride that will start in Belmont NH at the Lakes Region Casino and continue south and be approximately 120 miles. We are here to request pass through by means of Chester Turnpike.

A. Walczyk- the only question that I have is the notification to abutters and who sends that out?

C. Fredette- we have never done a notification before. We are a familiar activity seen in the state for the last 40 years.

A. Garron- the suggestion was maybe a notice be put out a week or 2 before so that those in the area are aware.

R. Duhaime- at the corner of Chester Tpk. there is a sign for the parks, maybe put a sign up there to as well.

T. Tsantoulis- if memory serves me right, this is a great cause that minimally affects those in Hooksett. Raising money for this cause is something that we should be thankful for.

J. Sullivan – at the February 14th meeting the Conservation Commission voted to support the use of Chester Turnpike for this purpose.

C. Karolian- what about the safety of hikers, bikers, walkers, ect?

C. Fredette- throughout the whole ride we encounter them all along the way. The riders are mindful of pedestrians and pedestrians are mindful of them.

J. Durand motioned to approve the Merrimack Valley Trail Riders request to use the Chester Turnpike; seconded by C. Karolian.

Vote in favor 9-0

Presentation on Concord for Hometown Heroes Banners by Matthew Wieczhalek-Seiler, COO

Matthew Wieczhalek-Seiler- I run a program called Concord for Hometown Heroes Banners I do this because I am a gold star brother. My proposal is simple; in NH the power company will only give the permit to attach to the Town. If we decided to move forward the town would need to grant me the permit to place the banners on the utility poles. I hang the banners, get the banners made and maintain them. Anyone living in Hooksett or someone who previously lived in Hooksett can honor a friend or family member. We generally hang in areas where a parade route is. We generally hang pre-Memorial Day to Veterans Day. I can hang them earlier to be ready for the moving wall. I have volunteers and my own

151 equipment. We hang them we take them down we maintain them, and they come with a 3-year
152 warranty.

153
154 D. Boutin- what roads will these go up on?
155

156 M. Wieczhalek-Seiler- Depends on where the permit is for. It will go where you request it. Most towns
157 place them on the "parade route".
158

159 A. Garron- if Hooksett did have a parade route it would be the Main Street section, and those poles are
160 being used by the Town, but the rest is free as long as Eversource approves.
161

162 C. Karolian- how high up will they go?
163

164 M. Wieczhalek-Seiler- as a general rule we go a minimum 8ft, the electric company tells me, 10ft before
165 any live wire, but can and will vary depending on pole and town.
166

167 T. Tsantoulis- what if you have 1 of these signs blow off and it smashes into a car and causes damage
168 who is liable.
169

170 M. Wieczhalek-Seiler- there is some type of liability built into the permit and that is my limited
171 understanding of it. I had looked at insurance and it was way too expensive. I do not make any money
172 in this. I have only had 2 banner failures in 4 years. I currently have permits from Eversource, NH Co-
173 op and Liberty.
174

175 R. Lapierre- are you operated as a for profit business?
176

177 M. Wieczhalek-Seiler- I am an LLC with the intent to become a non-profit.
178

179 J. Durand- I saw him in a parking lot and approached him and I have seen other towns and they look
180 really good.
181

182 M. Wieczhalek-Seiler- I am in 14 towns in 8 states.
183

184 C. Karolian- you say you are an LLC, and registered in the State? It seems like from what T. Tsantoulis
185 said, the power company is placing the liability to the permit holder who would be the town.
186

187 M. Wieczhalek-Seiler- yes, I am.
188

189 J. Sullivan- the Bicentennial Committee also thought this would be a great project to honor our
190 Veterans.
191

192 ***D. Boutin motioned to allow the Concord for Hometown Heroes Banners to be displayed in the***
193 ***Town of Hooksett along various roads for 3-years during the calendar year 2022,2023,2024 and***
194 ***be done with coordination of the Public Works Department and issues of liability addressed***
195 ***before the next TC meeting; seconded by J. Durand.***
196

197 **Roll Call Vote #2**

198 ***R. Duhaime Aye***

199 ***J Durand Aye***

200 ***C. Jones Aye***

201 ***R. Lapierre Nay***

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4

202 **A. Walczyk Aye**
 203 **D. Boutin Aye**
 204 **C. Karolian Aye**
 205 **T. Tsantoulis Abstained not enough info**
 206 **J. Sullivan Aye**

207
 208 **Vote in favor 7-1-1**

209
 210 **Granite State YMCA/ YMCA of Downtown Manchester MOU with Town of Hooksett/SAU 15-**
 211 **Karen Provost, Hooksett Camp Director**

212
 213 A. Garron- Mrs. Provost was here back in November to give us a recap of the previous summers event.
 214 This has been an annual event to bring a new MOU before the council for consideration. The camps
 215 have been well received, there has been a slight increase in tuition. We do have the money to cover the
 216 families in need and the other items that the town is responsible for.

217
 218 **T. Tsantoulis motioned to authorize the Town Administrator to sign the contract with Granite**
 219 **YMCA for the 2022 Summer Day Camp on behalf of the Council; seconded by D. Boutin.**

220
 221 Karen Provost- because of the school schedule we will only be 8 weeks, we did go up in price, but we
 222 hope to pay our staff more money. In the past we have charged for after camp care. This year we are
 223 not charging that \$25 for extra after camp care. We are asking to use the same space in the school.
 224 Starting on June 27th and ending on August 19th.

225
 226 R. Lapierre- is there potential for swim lessons? Is there anything additional that we can do to facilitate
 227 the water sports for the camp.

228
 229 K. Provost- we are hoping that we can offer 1 swim time a week for each camper at the downtown
 230 YMCA, and some swim at a local park. It's more so finding space in water. We know how we are
 231 getting there just not knowing where we are going.

232
 233 **All in favor 7-0**

234
 235 **TIF District Sewer Amendment – Redesign of Tri-Town Pump Station to Allow Service to**
 236 **Neighborhood to South. Town share of cost is \$37,400. David Mercier of Underwood**
 237 **Engineering and Ken Conaty from the Sewer Commission will be available to answer any**
 238 **questions.**

239
 240 R. Lapierre- I see in the staff report I see that it was agreed to be split between the Town and the sewer
 241 commission 50/50, when did that occur?

242
 243 A. Garron- if you are talking about the split between the pump station, that split is with the sewer
 244 commission. Given that this is a redesign within the TIF district this was discussed at the TIF
 245 committee, and the recommendation was to accept that half contribution towards the pump station. If
 246 you leave it as is, it is going to be oversized for what it is.

247
 248 B. Thomas- the council does not know anything about this. It was at the sewer commission meeting a
 249 few weeks ago. The cost of the pump station redesign is \$74,800 and the initial thoughts of the sewer
 250 commission is that the town should pay for it because it is part of the TIF project. I did not agree to that
 251 and we ultimately agreed to split the cost of that.

252

253 J. Sullivan – when they originally came in for the pump station was when it was originally agreed to.
254 Now they are coming back as there are changes being made and saving us money.
255

256 B. Thomas- the pump station was originally proposed by Stantec, the station was designed with very
257 aggressive flow projections which are not appropriate for the type of development expected to occur. In
258 addition, the current design is for a dry well/wet well pump station. The proposed modified design will
259 be for a submersible pump station that will be more economical to construct. The currently designed
260 pump intake is too high, and the design has to show a lowered intake of about 5 feet, there are multiple
261 reason why this needs to be redesigned.
262

263 David Mercier- those original bids were \$2.6 to \$3.1 million back in 2018. Underwood estimates that
264 there would be a savings of \$500,000 in savings with the redesign.
265

266 J. Sullivan – so we need to spend about \$37,000 to redesign the pumpstation to save \$500,000.
267

268 J. Durand- when did you know of this change? It seems like we should have known about this earlier.
269 We just gave them their approvals and now we have them coming here asking for more money.
270

271 A. Garron- the pump station getting done had nothing to do with Granite Woods proposal. The pump
272 stations that are proposed to be going there will not need the capacity that was originally proposed
273 based on the business going in the area.
274

275 C. Karolian- this pumping station was always involved in the TIF district design, correct?
276

277 B. Thomas- yes.
278

279 D. Mercier- we made the town aware, and I can provide documentation from over a year ago that this
280 issue was here if and when exit 11 moved forward, its just no one wanted to proceed in that way if it
281 was going to be tabled for years. It was only when the MOU passed that we said OK well now you have
282 to make a decision.
283

284 C. Karolian- why was the TC not notified about this issue? We should have been told right away that
285 the Tri-State pumping station needed to be redesigned.
286

287 D. Mercier- the reason the pipe is 5 feet deeper is because the decision was made sometime back that
288 we wanted the route of the pipe to go through the southern neighborhoods to tri-town rather than leave
289 it up by route 3a.
290

291 C. Karolian- I don't hold UE responsible I hold town depts responsible for not notifying us that this
292 pumping station is going to have to be redesigned.
293

294 J. Sullivan- can we leave it? Do we have to redesign it?
295

296 D. Mercier- because there is a disconnect. The pumpstation that was designed ahead of time to a
297 certain depth before the sewer routing was finalized is to shallow. With the sewer coming in deeper
298 you'd have 2 options; one is to work with Stantec to redesign the pumpstation to just deepen the
299 existing design and the number is likely \$35,000 to \$40,000. That station will get even more expensive
300 because it is now 5 feet deeper and is a more robust design all 3 portions of the stations go all the way
301 down to 25ft. The redesign station which will mimic the station we design for you at exit 10 is what is
302 called a submersible station only the wet well portion is deep. By doing this you are spending a little bit

303 more on a redesign but will spend less in construction because there is less deep construction below
304 grade along the river.

305
306 T. Tsantoulis- If I understand correctly, you were initially working with a design by another engineer.
307 You are telling me that to save us money we need to build a smaller station and to save \$500,000 we
308 need to do a redesign that costs \$74,000 and an informal agreement was made between the Town and
309 the Sewer Commission saving us about \$425,000 that wouldn't be spent on a pumping station and the
310 new pumping station will serve our needs better perhaps or at least serve the needs of the anticipated
311 use.

312
313 D. Mercier- correct yes.

314
315 A. Walczyk- how long to complete the work.

316
317 D. Mercier- We think a 4-month period.

318
319 R. Duhaime- when the sewer commission put this plan in place, to save on the construction costs we
320 routed it through the neighborhoods.

321
322 D. Mercier- it is a deep station, but it has to be to pick up the low line residential areas along the river
323 edge.

324
325 R. Duhaime- so to save on the construction costs we routed it through the neighborhoods.

326
327 D. Mercier- it wasn't to save on construction costs it was a desire by the town to not leave the
328 neighborhood out of this.

329
330 D. Boutin- the \$37,800 is coming from TIF money

331
332 D. Mercier- it is coming from the \$2.5 million raised by a warrant article in 2018.

333
334 ***D. Boutin motioned to approve of the Town Administrator signing Amendment No. 3 of***
335 ***Underwood Engineering's contract with the City to increase the existing contract by \$37,400 for***
336 ***a new contract amount of \$1,282,800; seconded by A. Walczyk.***
337

338 C. Karolian- why does this not have to go out to bid?

339
340 A. Garron- we currently already have a design contract with UE, which we have modified already under
341 the same contract for various other reasons. We have already made 2 subsequent amendments to the
342 contract under the same contract.

343
344 C. Karolian- those 2 amendments why did those not go out to bid?

345
346 A. Garron- again because we have already selected them to do the work and selected them to do the
347 work. These are just additional changes. We signed them on for the project and the amendment follow
348 along with the project.

349
350 D. Mercier- the request for proposals which UE responded to along with numerous other engineer
351 firms. The RFP was for the entire project from start to finish study, design, and construction phase
352 engineering for the entire project from start to finish. So, under the RFP in which we were selected in
353 theory you have every right to move forward with UE without having to rebid it. However, if you are
354 dissatisfied with our work, you can however break that contract and re-go out to bid.

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7

355 C. Karolian- if it was from start to finish then why are you charging more money?
356

357 D. Mercier- the discussion that we had with the town early on was that it is hard and unfair for an
358 engineer to give an accurate price when we don't even know the project. We made a decision early on
359 to come back to you at each phase and revise the contract once we had the proper information on hand
360 to give you a proper price for the work we would be doing. The 1st contract was just for the study phase,
361 at the time there were 5 concepts on how this was going to happen once we nailed down a concept we
362 came back and said here is a final design contract to do a final design of this work. Then once we knew
363 what was going to be built, we would give you an individual contract for what is going to be built. This
364 particular component was not in our contract, and we estimate no hours to do that.
365

366 C. Karolian- why doesn't the sewer dept pick up the tab 100%?
367

368 R. Duhaime- in the planning process, I know you can foresee somethings. Is there anything else that
369 you can image that we are going to see in the future that we can take care of now.
370

371 D. Mercier- I don't foresee any other need for major changes.
372

373 **Roll Call Vote #3**

374 ***D. Boutin Aye***

375 ***C. Jones Abstained works for UE***

376 ***A. Walczyk Aye***

377 ***J. Durand Nay***

378 ***R. Duhaime Nay***

379 ***T. Tsantoulis Aye***

380 ***R. Lapierre Aye***

381 ***C. Karolian Nay***

382 ***J. Sullivan Aye***
383

384 ***Vote in favor 5-3-1***
385

386 **CONSENT AGENDA**

387
388 ***D. Boutin motioned to move the approval of the consent agenda as presented with the***
389 ***amendment to 10.1 to include the PD changes; seconded by R. Lapierre.***
390

391 ***All in favor 9-0***
392

393 **TOWN ADMINISTRATOR'S REPORT**
394

395 A. Garron- covid numbers are continuing to decline we are currently at 11 cases. Donati restroom
396 project is close to complete. There has been a suggestion to put in a railing along that area. The path is
397 wide but there are drop offs and wanted a consensus to put railings up.
398

399 ***D. Boutin motioned to have the railing installed along the path and address access to the ramp;***
400 ***seconded by J. Sullivan.***
401

402 ***Vote in favor 9-0***
403

404 A. Garron- I wanted to make the TC aware of a Local Official's Workshop being put on by NHMA for
405 new and old officials. It will be a zoom workshop available. We do have the funds available for those to

406 attend. OHD council booth is going to be on this year. Please be thinking about who will be in the booth
 407 as a rep this year. When our current Town Clerk Todd Rainer was here at our last meeting. The open
 408 Town Clerk position will be ending on June 30th. We have a short window to get an advertisement out
 409 and get people interviewed, the Town Council will appoint someone until the next Town Meeting. We
 410 hope to have a selection by June and get them started by July 30th. They will be walking into a busy
 411 time. I recommend we place them in the assessing office. We have had the Town Clerk and Deputy
 412 Tax collector be one in the same. The stipend is only \$5,000, and that may not be the same hours as
 413 before.

414
 415 J. Durand- I was under the belief that you could not hold an elected office and work for the town.
 416

417 A. Garron- I don't know the answer to that as it's been that way. I'm not sure what came first. I think
 418 since 2012 -2014 that has existed in that form.
 419

420 A. Garron- town owned land project is continuing. There are a lot of people interested in purchasing
 421 TOL. TC passed a resolution in 2006, which allows the council to purchase and sell land if adopted in
 422 its entirety. Seeking clarification on the mechanism on how to sell the land. Will it be by auction or
 423 sealed bid. We have a spreadsheet with several parcels that could be sold off. We are still looking at
 424 the former landfill site for a solar field project. What I would like to do is invite one of the vendors to
 425 present. One vendor has given options on what the solar potential of the site. Then that can lead in how
 426 best to proceed into the future.
 427

428 J. Durand- there has been a sign erected that says the future home of the Hooksett Community Center
 429 down by the bend by the sewer commission. I think the sign is disingenuous as it has not been voted
 430 on. It is not honest. Many may think that it is already voted on and that it will be there when it has not
 431 been decided.
 432

433 C. Karolian- I believe back in 2015 or 2018, I read the warrant article that went to the public. It was for
 434 the school to transfer 7 acres of their property to the sewer commission to be able to expand for that
 435 purpose. I think before anything goes forward; we need to figure out can the sewer commission give
 436 away property that was given to them for a specific purpose.
 437
 438

439 **NEW BUSINESS**

440
 441 **2022 MS-232 Report of Appropriations Actually Voted totaling \$31,030,167.**
 442

443 ***A. Walczyk motioned to sign the 2022 MS-232 Report of Appropriations Actually Voted totaling***
 444 ***\$31,030,167; seconded by D. Boutin.***
 445

446 ***All in favor 8-0***
 447

448 R. Lapierre- I see that the warrants for the sewer commission upgrades is included. It makes it look like
 449 our budget is 31 million dollars.
 450

451 C. Tewksbury- yes because the wastewater is a department of the town, we have to gross appropriate
 452 for them. The offsetting revenues for the wastewater operating budget itself as well as proceed from the
 453 notes reflect as revenue to offset that 31 million. That is how DRA wants to see it.
 454

455 **Public Works Plow Truck Replacement**

456
 457 **R. Lapierre motioned to approve the purchase of a 2022 International HV507 SFA Plow Truck**
 458 **with an amount not to exceed \$220,000; seconded by D. Boutin.**

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459
 460 J. Sullivan- do we know the mileage?
 461
 462 Thomas Bartula- the odometer reads 31,000 but we think the odometer was changed and feels like it is
 463 more like 50 or 60 thousand.
 464
 465 **Roll Call Vote #4**
 466 **A. Walczyk Aye**
 467 **R. Lapierre Aye**
 468 **C. Jones Aye**
 469 **R. Duhaime Aye**
 470 **J. Durand Aye**
 471 **C. Karolian Aye**
 472 **T. Tsantoulis Aye**
 473 **D. Boutin Aye**
 474 **J. Sullivan Aye**
 475
 476 **Vote in favor 9-0**
 477
 478 **Town Council Attendance**
 479
 480 J. Sullivan- based on past conversation of concerns of attendance of all councilors, during previous
 481 discussions I indicated to the members of the board that if there were concerns over attendance, I
 482 would bring it up. Mr. Jones according to attendance has missed 4 regularly scheduled meeting in a
 483 row and that is in conflict of our charter.
 484
 485 **J. Durand motioned that we vacate the seat of C. Jones seconded by C. Karolian.**
 486
 487 **D. Boutin motioned that we table the discussion; seconded by A. Walczyk.**
 488
 489 C. Karolian- why is this being tabled?
 490
 491 J. Sullivan- Robert's rule is there is no debate on why we are tabling this. We do not debate motions to
 492 table.
 493
 494 **Roll Call Vote #5**
 495 **T. Tsantoulis Aye**
 496 **C. Jones Abstained discussions is about me**
 497 **R. Duhaime Nay**
 498 **A. Walczyk Aye**
 499 **R. Lapierre Nay**
 500 **C. Karolian Nay**
 501 **J. Durand Nay**
 502 **D. Boutin Aye**
 503 **J. Sullivan Aye**
 504
 505 **Vote 4-4-1 motion failed**
 506

507 J. Durand- as I said earlier in previous, I think it was 22 missed meetings. This year he's already at 4 in
508 a row missed. It's been addressed before; we need to go by the charter. If it's a health issue and he
509 can't properly represent the people, then maybe he should step down.

510
511 C. Karolian- is this since January 1st that he has missed meetings?
512

513 J. Sullivan- there has been 6 scheduled meetings and 4 have been missed.
514

515 C. Jones- I missed 9 meetings last year and not 22 meetings.
516

517 **Roll Call Vote #6**

518 **J. Durand Aye**

519 **R. Lapierre Nay**

520 **C. Karolian Aye**

521 **D. Boutin Nay**

522 **C. Jones Abstain about me**

523 **T. Tsantoulis Aye**

524 **A. Walczyk Nay**

525 **R. Duhaime Aye**

526 **J. Sullivan Aye**
527

528 **Vote in favor 5-3-1**
529

530 J. Sullivan- with that this is a first. The at large seat is now open. We thank you for your service. We
531 wish you the best of luck and hope you can take care of your health.
532

533 **C. Karolian motioned to waive the Council rules of procedure to nominate and appoint in the**
534 **same day; Seconded by J. Durand.**
535

536 **Vote in favor 6-2**
537

538 **C. Karolian motioned that we appoint David Ross who won the election to the at large seat**
539 **seconded by J. Durand.**
540

541 J. Durand- I think Mr. Ross should take that seat if it is the will of the voters as he was appointed.
542

543 J. Sullivan – we can but he needs to be sworn in and he can't be sworn in tonight because there is no
544 swearing in officer.
545

546 **Roll Call Vote #7**

547 **C. Karolian Aye**

548 **R. Lapierre Aye**

549 **R. Duhaime Aye**

550 **A. Walczyk Aye**

551 **J. Durand Aye**

552 **T. Tsantoulis Aye**

553 **D. Boutin Aye**

554 **J. Sullivan Aye**
555

556 **Vote in favor 8-0**
557

PUBLIC INPUT

D. Ross- in 2006 when I got 1st elected was in regard to town properties, and I was the driving force to and did create a trust fund for the town hall and now that property won't go anywhere without going to the voters. I will review that list to make sure property isn't being sold that shouldn't be. NHMA training, I have seen many here, who don't often know their duties here in town, I think the training should be compulsory. You should all be aware of the election laws. You should all have and be aware of the election laws. When I heard that at the last meeting and we only had 4 councilors participate at the last election that was astounding. We did not have a majority of councilors present at voting day. We didn't even have 1 TC member present at the testing of the ballots. As far as the liability concerns for the telephone poles, we already hang things on telephone poles we are already covered we don't have issues, it was sad to see you beat him up so much. The sewer commission money, the rate payers pay into the sewer commission. That money is not free. For the Clerk position wasn't there write ins? The 40-year trail ride, they have been doing this forever, they put up their own signs and the trails are often better when they leave them. They are not making money on it. It's not a hiking trails you won't see hikers on it, you beat them up again on it for no reason. We've been approving this for years, you put them through the ringer for no reason.

R. Lapierre- I want to make a clarification of a comment that was taken out of context, every councilor was present at the election at some point during the day. When Todd talked about the 4 councilors, he meant at the end of the night waiting till all the votes were counted to sign the affidavit we only needed 3 and we had 4. Participation was had across the board everyone showed up. I don't want a comment that was taken out of context being misconstrued and mischaracterize the council.

Brian Soucy Chairman of Hooksett Youth Association- HYAA over the last few years has increased its usage. The purpose of this is we are purchasing 2 large score boards. Roughly speaking we have spent about \$8,000 on these 2 scoreboards. I know the TC like to have the longest warranty possible. I am going to work with the acting DPW. The warranty we are looking at is 5-years. The addition warranty that we are looking at purchasing. To add an additional 5-year warranty is going to cost \$5,000. I think that it is not worth the cost for what it will cover.

J. Sullivan- we do have the intention of having you on the agenda. You are scheduled to present at our next meeting. On April 13th. I don't want to cut you off but I apologize for the miscommunication.

J. Sullivan motioned to go into Non-Public per NH RSA 91-A:3 II (a) at 8:57 pm.; seconded by R. Lapierre.

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

Roll Call Vote #8

R. Lapierre Aye

R. Duhaime Aye

T. Tsantoulis Aye

A. Walczyk Aye

J. Durand Aye

D. Boutin Aye

C. Karolian Aye

J. Sullivan Aye

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608 ***Vote in favor 8-0***

609

610 ***J. Sullivan motioned to adjourn the non-public session of 3/23/2022 at 9:46 p.m.; seconded by R.***
611 ***Lapierre.***

612

613 ***Vote in favor 8-0***

614 ***J. Sullivan motioned to seal the non-public minutes of 3/23/2022; seconded by T. Tsantoulis.***

615 **Roll Call #11**

616 ***T. Tsantoulis Aye***

617 ***R. Lapierre Aye***

618 ***J. Durand Aye***

619 ***C. Karolian Nay***

620 ***A. Walczyk Aye***

621 ***R. Duhaime Aye***

622 ***D. Boutin Aye***

623 ***J. Sullivan Aye***

624

625 ***Vote in favor 7-1***

626

627 **ADJOURNMENT**

628

629 ***Chair Sullivan motioned to adjourn the meeting at 9:47 pm. Seconded by D. Boutin.***

630

631 ***Vote in favor 8-0***

632

633 Respectfully submitted,

634

635 *Alicia Jipson*

636

637 Alicia Jipson

638 Recording Clerk

639

640

641 Please see subsequent meeting minutes for any amendments to these minutes