

**Town of Hooksett
Town Council Special Meeting Minutes
Wednesday, January 26, 2022**

1
2 The Hooksett Town Council met on Wednesday, January 26, 2022, at 6:00 in the Hooksett Municipal
3 Building.

4
5 **CALL TO ORDER**

6 Chair Sullivan called the meeting of 26 Jan 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 John Durand, Councilor Randall Lapierre (arrived
13 at 6:51) Councilor Timothy Tsantoulis (left at 9:27), Councilor Clark Karolian, Councilor Alex Walczyk,
14 and Councilor Roger Duhaime, Councilor Clifford Jones.

15
16 **Absent:** Councilor David Boutin

17
18 **PLEDGE OF ALLEGIANCE**

19
20 J. Sullivan extended a moment of silence for Kathy Northrup.

21
22 **PUBLIC HEARING**

23
24 **Continued Public Hearing - Wastewater's Martins Ferry Pump Station and Force Main Upgrades**
25 **in the amount of \$4,300,000.00 (continued & tabled from 01/12/2022 Town Council Meeting) -**
26 **Steven Whitley, Town Legal Counsel.**

27
28 ***J. Sullivan motioned to remove for discussion from the table the continued public hearing on***
29 ***the Wastewater's Martin Ferry pump station and Force Main upgrades, seconded by T.***
30 ***Tsantoulis.***

31
32 A. Garron- at the last meeting we were reviewing the potential warrant article or the sewer commission,
33 and questions were asked in regard to 2 items. One, given that the pump station that we are looking to
34 fund lies in the opposite bank of the TIF District can we use TIF funds in order to provide funding for
35 this. Attorney Steve Whitley and I corresponded together on this before this meeting. In page 8 of your
36 packet, I do have our response from our legal counsel in regard to that question, in which I will read: the
37 safest and most legally sound position is to focus the expenditure on TIF funds within the TIF district.
38 As you correctly noted, expansion of the TIF district to include the Martins Ferry Pump station would
39 thus resolve this issue. However, even if the council does not expand the district, under these facts the
40 TIF funds could still legally be used for the pump station upgrade is primarily intended to further and
41 support development within the TIF district. It is thus consistent with the TIF statute (RSA 162-K). It is
42 difficult to separate the pump station upgrade from the corresponding upgrades occurring within the
43 district that are undoubtedly intended to promote development within the district and thus valid. If
44 challenged, the Town would thus have a strong argument in support of the use of TIF funds, as part of
45 an overall plan of infrastructure improvement aimed at spurring development within the TIF district. I
46 acknowledge that this logic can only be taken so far, and so a more extreme example would be beyond

47 the scope of what RSA 162-K allows, but I don't believe the Martins Ferry upgrade is that extreme if an
48 example.

49
50 C. Karolian- Mr. Whitley are you aware that included in this warrant article is a mile and a half worth of
51 force main going outside the TIF district. In your opinion is 1.5 ok to be able to use that TIF money?

52
53 S. Whitley- I think the best route would be for the council to expand the TIF district, so that there would
54 be no argument about improper spending of that money however given the overall intent of these
55 upgrades that they are focused on spurring development within the TIF district I think that the Town has
56 something to stand on if it were to be challenged if the TIF district was not expanded. I was given some
57 plan that did depict the force main expansion that you just described.

58
59 C. Karolian- barring the TIF district expansion if that's not expanded to the east side of the river that 1.5
60 of force main shouldn't come under TIF funds?

61
62 S. Whitley- no I think you can use that TIF funds for that 1.5 miles of force main.

63
64 C. Karolian- as far as your opinion, I think you gave 2 options. Relocate this portion of water & sewer
65 lines and or expand the TIF district. Are you giving an opinion on which one the town should do or are
66 you giving 2 options and its up to the town to decide if they want to move the sewer lines or expanded?

67
68 S. Whitley- I recommend that the TIF district be expanded. I think it puts the town in the best legal
69 position on this issue, however the decision is not mine. If the council decides not to do that, I still think
70 they have a sound argument on using the TIF funds for this.

71
72 C. Karolian- but in your response to the inquiry about the TIF district using that money for that sewer
73 going outside, from what I read you are giving 2 opinions, you can use it for A relocate the lines or B
74 amend the TIF district. It didn't appear in your email that you were making a choice and a
75 recommendation it was just one or the other. I ask because what we received as councilors from staff in
76 the staff report, the original email that you sent the response had no bold or highlighted wording.
77 However, in the reports that we received. The line that reads relocate this portion of the water & sewer
78 lines now reads to us contrary to your email in bold or simply amend the TIF district which leads anyone
79 reading that to believe that is your recommendation as opposed to we have 2 options, move or not. I
80 am not sure if your email has been changed. I know if I wrote that email, I would be upset that
81 somebody took my email and changed it to sway the councilors to believe that is your recommendation
82 over the 2, it would be fair for us to say that you did not put that in bold.

83
84 S. Whitley- I did not put that in bold, I did see that was bold in the packet.

85
86 C. Karolian- so that is a misrepresentation of what you are recommending.

87
88 S. Whitley- I would not say that is a misrepresentation. I think the thrust of my response is that I think it
89 is better for the town to expand the TIF district but if you chose not to it is still viable to go forward using
90 TIF funds.

91
92 C. Karolian- your email says that you can do A or B with no recommendation by you that your
93 preference is B amend the TIF district.

94
95 S. Whitley- I think there is a recommendation in my email.

96
97 C. Karolian- I am not trying to find fault with your email, I am trying to find out why this has been
98 changed to get the councilors to go in one direction vs another. Based on the staff report that we
99 received it says that it is based on the recommendations of town counsel to amend the TIF district. I

100 just wanted the other councilors to be aware that the information that we are getting is being swayed vs
101 what the attorney is actually writing.

102
103 A. Garron- in regard to the bolded recommendations, if the council remembers when we were looking
104 at amending the TIF district plan, there was a section that came up of piping that came from Cross
105 Street and Route 3a. So much like we did with this issue, we asked the question can this be
106 permissible. The response back was ideally it would be best to expand the district, although we could
107 mount an argument connecting these 2 areas is consistent with the piping. We opted based on that
108 discussion opted to move forward with expansion. There were areas of exit 10 that we wanted to
109 include. The emphasis on this was to expand the district and build upon that recommendation. Fast
110 forward to last week when we had the discussion on the warrant article, you had posed the question in
111 regard to spending money outside of the district. We have asked this question before since it was
112 across the river. It was determined that particular cases were a bit unique, and I had tried explained
113 that one cannot happen without the other. One pump station that goes underneath the Merrimack River
114 into another pump station into the force main was part of the original project that we started with. We
115 started with exit 10 then work our way north to exit 11.

116
117 C. Karolian- with all due respect that doesn't answer the question and that does not make it right and
118 does not give someone the right to change his email. His email was changed to look like it was his
119 opinion bolded to sway.

120
121 C. Karolian- as far as the superintendent and the sewer commission, your operating budget is roughly
122 2.5 million. The reason we tabled it was to find out what your revenue was. How much money does the
123 sewer dept have in reserve and revenue vs the operating expense?

124
125 K. Conaty- the operating expense and revenues almost offsets exactly. It is about \$100,000 in revenue
126 that we are predicting this year. So, it's \$100,000 more that will automatically go into the trust funds. In
127 the trust funds we have \$8,581,470 million of which \$5,579,019 is encumbered at this point for the
128 upgrades of the plant to solve the disk overflow problem the hydraulic system has been addressed.
129 That leaves \$3,002,451 of which I have encumbered 1.2 million towards this Martins Ferry project,
130 which bring us down to \$1,802,451 and that's exactly right where we should be for DES and EPA
131 regulations which require us to carry 6 to 12 months of operating revenue in out budget. With 2.5 million
132 budget that leaves us with 9 months of carrying revenues.

133
134 C. Karolian- if I understand it correctly. If your operating budget is 2.5 million and your revenues are 2.6
135 million, so you have \$100,000 extra and taxpayer money is not going to go towards the operation of the
136 sewer.

137
138 K. Conaty- no we are fully funded by user fees.

139
140 C. Karolian- and why is it if you have that extra money why can't you use it. You mentioned the last
141 time that if it didn't go forward, and if it came to the \$300,000 would we be in favor of that.

142
143 K. Conaty- if the warrant article won't pass because of the TIF money not being able to be used the
144 sewer commission said they would just cover the \$300,000 to make sure that the project went forward
145 while we can get these grants funds that are available. The grant funds will run out and I will be short
146 \$800,000 rather than \$300,000.

147
148 T. Tsantoulis- I'd like to point out the bolding, I can be sympathetic to his concern. I don't see it as a
149 way to sway my opinion. I see it as a way to point out the discussion and it helps the reader along the
150 way. In regard to the comment the sewer commission made, we are using taxpayer money in one way
151 or another it is just coming in the form of a grant but is still taxpayer money.

152
153 Chairman Sullivan asked if there was any public input there being none, Chairman Sullivan closed the
154 Public Hearing at 6:32 pm.

155 **Brief Recess taken at 6:34 pm.**

156
157 Davis Ross was mad that they closed the public hearing before he could speak because he was in the
158 hall. J. Sullivan indicated that he looked up and asked if there were any public comments, there being
159 none he moved forward.

160
161 J. Sullivan- I asked the council if they had any further questions there being none, I asked the public if
162 they had any questions there being none, I closed the Public Hearing. Since I closed the Public Hearing
163 on our behalf, I will ask the council if they wish to reopen the Public Hearing to include Mr. Ross input.

164
165 ***J. Sullivan motioned to reopen the Public Hearing; seconded by J. Durand.***

166
167 **Roll Call Vote #2**

168 ***R. Duhaime NP***

169 ***J. Durand Aye***

170 ***C. Jones Nay***

171 ***R. Lapierre NP***

172 ***A. Walczyk Aye***

173 ***D. Boutin NP***

174 ***C. Karolian Aye***

175 ***T. Tsantoulis Nay***

176 ***J. Sullivan Aye***

177
178 ***Vote in favor 4-2***

179
180 David Ross 56 Sherwood Drive- what TIF money is going to be committed to the sewer? Is there any
181 TIF money left? Aren't we already in the red? Aren't we already paying a bond that is not supporting
182 itself from the existing TIF, and now you want to expand the TIF assuming that you can encumber
183 money from this expanded TIF to cover this existing bond. I don't believe that DRA is going to let that
184 happen because it is totally wrong. You are asking the town to put up more collateral for something
185 they have already been encumbered for. No other money from that bond can go anywhere other than
186 what was done in that district. If you want to expand the TIF district, fine, then you will need to float
187 another bond to do the other stuff. The email change is fraud. When you change someone's email even
188 so much as bolding something is fraudulent. I hear about this 1.5 million is already encumbered.
189 Meaning that the deal is already been made. You cannot encumber funds that aren't already committed
190 or contracted to be spent. The MOU with the sewer commission, when did that happen? You cannot tell
191 them what to do you have nothing to do with them, yet you have engaged in an MOU. Beyond that I
192 look at this as a slighted hand. You want to expand the TIF district to cover the bond. Nothing is needed
193 to expand the TIF district. The state needs to fix the exit first. The people that live here are your prime
194 objective, not the people who want to be here. You are here faithfully overseeing that trust.

195
196 C. Karolian- Is there some questions that you need answered vs just placing your public input. Do you
197 have questions about this plan moving forward?

198
199 D. Ross- there was a lot of new info tonight that was presented tonight, such as the MOU, and the legal
200 opinion, and the illegal changing of the email.

201
202 J. Sullivan- we had an email that was sent from Mr. Whitley and there was some indication that there
203 was some change made in bold, and is there concern there from Mr. Whitley.

204
205 A. Garron- if I can emphasize one point. We did not change one word of Mr. Whitley's recommendation
206 or opinion that he gave us, not one word. What we did do was highlight it in bold his
207 opinion/recommendation, that there was an opinion that was rendered either you can defend spending
208 money outside the district but the recommended route was to amend the district itself by adding
209 parcels. The only reason why we emphasized that was that we went forward with amending the

210 boundary of the district. That is it, not one word was changed from the opinion of Mr. Whitley, and if you
211 want to ask Mr. Whitley he is here to answer that.

212

213 J. Sullivan- lets go back to the hearing and what questions have not been asked.

214

215 C. Karolian- why was not relocate the water & sewer lines highlighted as well. If they were both bolded
216 as the reader we would have seen that there are 2 options. My question is why was that not bolded.

217

218 B. Thomas- I am the one who drafted this staff report. I had no intention of changing the opinion of Mr.
219 Whitley. It was my intent to show the staff's recommendation. I apologize for you having to take up
220 so much time on this. I was just showing the staffs opinion on this. I will change how I do this in the
221 future.

222

223 A. Garron- I just want to conclude with this that this is the staff recommendation I think you all received
224 the recommendation form the TIF committee but the recommendation from the EDAC as well, with
225 regard to the expansion of the boundaries.

226

227 Public Hearing closed at 6:56 pm.

228

229 ***R. Duhaime motioned to move the Martins Ferry Pump Station and Force Main Upgrades in the***
230 ***amount of \$4,300,000.00 to the warrant; seconded by T. Tsantoulis.***

231

232 R. Duhaime- you cannot do the West side of the river without doing the Martins Ferry pump station so I
233 see no reason why we cannot do it. The other thing is we are going to be able to put the pipe on
234 Manchester Sand and Gravel site. Which has been very good to the town of Hooksett, they have never
235 asked for any TIF money, this is going to put the sewer pipe on their property, and this is a win win for
236 all and I'd like to see this happen for Hooksett.

237

238 T. Tsantoulis- what we have been looking at is a lot of out of the box thinking. Making accusation is not
239 going to get us to where we need to be. If you want to move Hooksett forward, then you have to get
240 your head out of the sand and do what you have to do.

241

242 **Roll Call Vote #3**

243 ***D. Boutin NP***

244 ***C. Jones Aye***

245 ***A. Walczyk Aye***

246 ***J. Durand Nay***

247 ***R. Duhaime Aye***

248 ***T. Tsantoulis Aye***

249 ***R. Lapierre Aye***

250 ***C. Karolian Nay***

251 ***J. Sullivan Aye***

252

253 ***Vote in favor 6-2***

254

255 C. Tewksbury- can we have a first and second- J. Sullivan will be the 1st and R. Duhaime will be the
256 2nd. Members of the sewer commission will also be there. The other question that came up. We still
257 have the operating budget to go over.

258

259 **PUBLIC INPUT - 15 MINUTES**

260

261 David Ross 56 Sherwood Drive- so the warrant article that you just put on the warrant good luck. Exit
262 11 is never going to happen unless the state handles it. It won't handle the traffic. Until the state does
263 what needs to be done it is a dead issue. For you to think that you can co-sign a loan to a developer is
264 wrong. I cannot believe that DRA will let this deal fly. This is not the way the money is to be spent. If
265 you have a legal opinion that says the DRA will approve then I seriously doubt that legal opinion.
266 Hooksett would like to remain Hooksett. I don't think we are in a hurry to expand the commercial
267 business. I have never believed in TIF districts. Why should the town do anything besides getting the

268 state to get off their butt and fix things.

269

270 **OLD BUSINESS**

271

272 **Tax Increment Finance District (TIF) –Discuss Amending the Tax Increment Finance Plan –**
273 **Steven Whitley, Town Legal Counsel**

274

275 J. Sullivan – we are here to discuss after properly posted and properly advertised and an already held
276 Public Hearing expanding the boundaries and changing the wording of the TIF to change the wording to
277 allow alternate funding.

278

279 ***T. Tsantoulis motioned to expand the district border to add the properties listed on the attached***
280 ***submission from the Southern New Hampshire Planning Commission that include the***
281 ***properties on the east side of the Merrimack River, the three properties of Cross Street, and the***
282 ***section of Cross Street from Route 3A to the west end of the frontage of the properties;***
283 ***seconded by A. Walczyk.***

284

285 R. Lapierre- I've read through the legal opinion, I understand that the staff recommendation is to amend
286 the TIF district, but I don't know why, there seems to be no justification of the recommendation.

287

288 C. Karolian- I understand what he is saying. We are talking about expanding the TIF district to include
289 from the east side of the river which includes the pumping station and all the parcels that go past that.
290 We don't need to amend the TIF district if we can use that money for that purpose as stated by the
291 attorney.

292

293 J. Sullivan- I need to look at staff for explaining.

294

295 S. Whitley- you can use the TIF funds on the portions of the force main, however there is some
296 uncertainty with that and from a legal perspective my preference would be to eliminate that issue by
297 expanding the TIF district to encompass that area.

298

299 C. Karolian- if I understand you correctly, we can do this without expanding the TIF district.

300

301 S. Whitley- you can but there is some uncertainty. I don't have a crystal ball and know how a judge
302 would rule on this if it were challenged. I'm saying that the town has a solid argument that it could make
303 that this is allowable, and it is consistent with the statute. But I am not sitting here guarantying that a
304 judge reviewing this issue would agree with me. So, to take that uncertainty out of the equation and to
305 eliminate the cost and the potential delay of having the TIF district development delayed, I think it is a
306 better position to be in to expand the TIF district, because then we don't have to have this hanging out
307 there and there is also not the potential of a judge a month, a year 5 years from now would take a
308 different view.

309

310 C. Karolian- in reality it would be best just to expand the area that is needed for the expansion of the
311 force main.

312

313 S. Whitley- I was not in the discussion of adding those other parcels. I'd recommend looking to staff for
314 that.

315

316 C. Karolian- I understand the reason but can't we just look at the areas that include the force main.

317

318 A. Garron- the reason behind the expansion was. The initial question was how we can spend the
319 money outside of the TIF district for the section of pipe that went out then back in. The TIF committee
320 looked at it and said if we were going to look to expand, lets look at it in a more comprehensive way.
321 So, we looked at it and what we found was in the existing TIF district there were some parcels that had
322 potential development that could enhance the current TIF district that should be considered but then we

323 also started to look at the other side as to what the potential on the other side was. Given our project as
324 it is configured now took us to the other side of the river, so now we looked at the other side and said
325 are their potential development that could enhance the TIF district. We had Southern NH Planning
326 Commission look at it and analyze it say does this makes sense to expand in this fashion the result was
327 yes it does makes sense. Cause we do have infrastructure projects on that side of the river, we do have
328 growth potential on that side of the river therefore it makes sense to bring back a recommendation for
329 the TIF committee to the Council to say let's go beyond what we were initially thinking let's look at a
330 more comprehensive expansion and that is what you have before you now.

331
332 R. Duhaime- can we clarify where the pump stations are going to be.
333

334 B. Thomas- the pump station is going to be on Arlene Greens property, it will be on Quality Drive as it
335 will be easier to get to with utilities.

336
337 R. Duhaime- will we be able to gravity feed that from Walmart.
338

339 B. Thomas- yes and the design is about 90% complete.
340

341 J. Sullivan- the council established a TIF district of volunteers. We had many discussions on the
342 boundaries. We had concerns that the work was going on outside of the boundaries. We have a TIF
343 district, the planning board has been involved in this. We have established that this falls within the
344 guidelines given from the state.

345
346 C. Karolian- does anybody know if the state will give us an easement to go through their property.
347

348 B. Thomas- we have had a meeting with the state. Basically, there was no real question that they will
349 give us an easement. I believe they will give us an easement.

350
351 C. Karolian- did anyone explain to them that we will be going through their property.
352

353 B. Thomas- yes, they fully understand that we will be going through their property. They haven't given
354 us a formal response. It was just a given that we will get an easement. The design concept has not
355 changed the minute designs are still underway.

356
357 **Roll Call Vote #4**

358 **A. Walczyk Aye**

359 **R. Lapierre Aye**

360 **C. Jones Aye**

361 **R. Duhaime Aye**

362 **J. Durand Nay**

363 **C. Karolian Nay**

364 **T. Tsantoulis Aye**

365 **D. Boutin NP**

366 **J. Sullivan Aye**

367

368 **Vote in favor 6-2**

369

370 J. Sullivan the next discussion which again I referred to earlier which we had a separate hearing on
371 regarding adding wording to the TIF agreement plan that would allow for private investors and private
372 borrowing and financing.

373

374 J. Durand- can I ask the attorney one quick question; we have a councilor here who works for the
375 company Underwood Engineering I would think he should step out of the room while discussions are
376 going on.

377 S. Whitley- I think to avoid any appearance of impropriety or bias he should consider stepping down for
378 this vote. He alone can make that choice. This body cannot make that choice for him, I cannot force
379 him to do that, he is not required to step down he does not have to remove himself if he wants to
380 remove himself from the vote he may. He may remain in the room as a member of the public during the
381 discussions.

382
383 J. Sullivan- under Riggins Rule as a suggestion is just letting the public know that you have an interest
384 or conflict in the discussion, and that you should excuse yourself from the room.

385
386 S. Whitley- you can take a vote, but it just a suggestion. Also, for the record I think it would be helpful
387 for councilor Durand to state why he believes Mr. Jones should recuse himself and allow Mr. Jones to
388 respond and say why he does or does not agree with you.

389
390 J. Durand- I did, he works there that is the conflict. And it is in conflict because his company will gain
391 more work and money.

392
393 C. Jones- I am not even working right now and if I do, I am not working on any Hooksett projects. This
394 is why I was not even considered for any Hooksett projects for this specific reason.

395
396 C. Karolian- because we don't want to have the appearance of conflict and if you read in the MOU there
397 are issues regarding his employer that would be getting more money to do some services. How long
398 has he been employed by Underwood Engineering? We have voted on many things in the past as a
399 council that involves Underwood, which would be a financial gain for his employer. Was it prior to them
400 getting the contract for this design work or was it after?

401
402 C. Jones- I've only been working with them for a few months, nor have I voted on anything that had to
403 do with Underwood Engineering. If it makes it better, I will step down because this is ridiculous.

404
405 ***T. Tsantoulis motioned to amend the TIF district Plan to include use of TIF increments to***
406 ***reimburse private investors for private borrowing or financing; seconded by A. Walczyk.***

407
408 T. Tsantoulis- as I said earlier it appears to be a unique opportunity for to get some property that has
409 been doing nothing for the town for a long time, this is out of the box thinking. It involves things that we
410 have not done before there are always going to be people who have a hard time doing things that we
411 have not done before. We have to step up and perhaps take a look at what might work better for the
412 town.

413
414 ***R. Lapierre motioned to amend the motion to read motion to amend the TIF district Plan to***
415 ***include use of TIF increments to compensate private investors for private borrowing or***
416 ***financing; seconded by A. Walczyk.***

417
418 J. Sullivan- based on that change we need some guidance on the TIF plan and doing that.

419
420 R. Lapierre- reimburse can mean in full and compensate means a portion. I don't want the TIF district to
421 say that any private investor that invests money or have them think that they are entitled to full
422 reimbursement.

423
424 S. Whitley- my thought process in using reimburse was I wanted to make it clear that the town was
425 using TIF increments to reimburse a developer for actual funds that they had actually spent on the plan.
426 Compensate I think has a slightly different meaning. I don't think I agree that if you leave it as
427 reimburse you are obligated to reimburse in full. Any proposal that utilizes these funding mechanism
428 will need a Public Hearing and will be voting on and agreed to before the town before it is signed. So,
429 you will know if you are going to be reimbursing in full or a portion. I don't think that a developer could

430 say you used the word reimburse therefore I am obligated to get 100% back. I think that is something
431 that is worked out between the town and the private developer.

432

433 R. Lapierre and A. Walczyk after input from attorney Whitley removed their motions.

434

435 R. Duhaime- from what the Attorney and Matt Surge says this is a creative idea and has not done in the
436 state before. We are going into this with no experience. This is my district. We gave them the approvals
437 so that they can move forward with getting approvals from the state. I think before we look at financing,
438 I think we need to look at the whole picture. The traffic has to be addressed as well. The town has to
439 take the lead with the sewer and water, but we need to do it right. The state is ignoring exit 11. We
440 need to go to the state and pressure them and it needs to come from this council. We are spending all
441 this money, and they need to do their part.

442

443 J. Sullivan- what this motion is would be allowing us to even consider a private public agreement. By
444 doing this, it would give us the opportunity. It does not mean we have to make any decision outside of
445 this. This just gives us the ability to act if there is an option for outside financing.

446

447 R. Duhaime- is this type of agreement authorized under RSA-162-k?

448

449 S. Whitley- yes, it is allowable under the RSA-162-k provided you amend the TIF plan because the
450 statute is clear that you can only use TIF funds consistent with your plan. That's why before you now is
451 a vote to change the plan and if you vote that in the affirmative then yes you could legally use TIF funds
452 to reimburse, compensate, recompense a developer. If you change the plan then yes you can then
453 move forward with accepting outside funds.

454

455 R. Duhaime- has this been done anywhere in the state?

456

457 S. Whitley- I am unaware of anyone doing it like this before. I would just add that RSA-162-k does not
458 have a great deal of detail, because I believe the intent was to allow for some flexibility. What we have
459 is the language of the statute and that is it.

460

461 C. Karolian- what does the current TIF plan say.

462

463 S. Whitley- the current TIF plan says that you use TIF funds to pay off bonding. It's a little bit vague. But
464 it clearly states that TIF funds are to be used to paying off bonds. In order to even consider the MOU,
465 you need to add some different language to make it clear to take away any ambiguity that this is an
466 allowable use of TIF funds.

467

468 J. Durand- I've been a resident for 30 years and I don't want to see Hooksett be the first one in this.

469

470 T. Tsantoulis- I would comment that part of what Mr. Durand said that same piece of property no one
471 wanted to be the first one to do something and consequentially that property sat with nothing being
472 done on it. We can be 1st, 2nd or last, your choice.

473

474 R. Duhaime- Christine on our previous TIF district it was paid off early. Will this be a problem for us
475 moving forward?

476

477 C. Tewksbury- I do not have any input on this. Exit 10 was a huge blessing for the town where we had
478 a developer come in and put-up certain guarantees on the bond.

479

480 R. Lapierre- there was a lot of talks of us not being the 1st to try this. That may be true in NH, but this
481 has been done in other states. It is called a Pay as you go TIF obligation and it's used with success to
482 pay back a private investor as if the private investor is a bond as defined in the TIF act. It has been a
483 part of other states TIF approach for years.

484 C. Karolian- we don't have the particulars from other states. We need to compare apples to apples. If
485 we had their finance agreement, we would know how to compare.

486

487 **Roll Call Vote #5**

488 **T. Tsantoulis Aye**

489 **C. Jones Abstained**

490 **R. Duhaime Nay**

491 **A. Walczyk Aye**

492 **R. Lapierre Aye**

493 **C. Karolian Nay**

494 **J. Durand Nay**

495 **D. Boutin NP**

496 **J. Sullivan Aye**

497

498 **Vote in favor 4-3-1**

499

500 **Tax Increment Finance District (TIF) to Discuss Funding Agreement between Town and Granite**
501 **Woods Developer - Peter Bartash, Granite Woods Development, David Mercier, Underwood**
502 **Engineering, and Steven Whitley, Town Legal Counsel**

503

504 J. Sullivan-we opened a Public Hearing regarding this same discussion and we continued that PH to
505 tonight's meeting. That Public Hearing has been reopened. We have all parties involved here to discuss
506 and for all to ask questions.

507

508 Peter Bartash Granite Woods Development applicant for the MOU- we have certainly spent a lot of time
509 on this MOU and the agreement. We have brought this MOU to the TIF district and the Economic
510 Development Advisory Committee and town staff. I think there has been questions and concern on our
511 intent. What we are looking at is the TIF District and understanding that the purpose and intent of the
512 TIF district is to facilitate and enable economic growth and development within specifically designed
513 areas. As of today, the property that we are looking at pays about \$20,000 in property taxes. The way
514 that the TIF district is designed it's about the increment above that \$20,000 and what happens with that
515 money and how it is used to encourage and foster development and growth within that district. All of the
516 funding that is being discussed and how the mechanics of how that is applied within this MOU is talking
517 about any additional tax revenue would be created by this project that we had proposed and was
518 approved for by the Planning and Zoning board. The way this is designed and intended which is the the
519 money that we are looking at being reimbursed is for funding public infrastructure improvements that
520 we are stepping up as the developer and the applicant would guarantee and back and execute on
521 behalf of the town and upon completion would be granting all of those improvements to the town. In the
522 same way that a town may seek a bind from another lending source we are stepping up and saying that
523 we will be that source and we will take the risk of guaranteeing those funds so that the town does not
524 have to and in exchange for taking that risk and exchange of moving that development and growth of
525 this area forward. What we are suggesting, the additional tax revenue that we are creating in this
526 district that a portion of that revenue be redirected to paying off the cost of those improvements. We are
527 developing a project and we are leveraging our project and our funds to implement and install public
528 infrastructure and then we are paying new revenue into the system that is being used to pay for those
529 funds. The whole purpose of this, and I hear council Durand's comments about the community. The
530 reason that we are proposing to do this, we are offering the town not to get stuck in that cycle, we are
531 offering to come in here and be a part of the solution, and not perpetuate the issues. Duhaime was
532 right, we asked for the boards support so that we could show a united front. We want to be a part of the
533 solution. Imagine if this goes right are we prepared for success. That is the way the MOU is presented.

534

535 A. Garron- when this project was first presented to the Planning Board. This applicant came to the TIF
536 district and the Economic Planning Commission to see where we were at in this project. We decided to
537 start this project out at the exit 10 area as that is where the businesses were. Much later we have a
538 proposal in the exit 11 area. The concept then evolved if we were to take on the exit 11 area. Our focus

539 is still on exit 10. So, when we look at project financing yes this is new. When we look at the benefits of
540 this project. We have a developer willing to fund our project basically ahead of schedule. We have a
541 private developer saying I'll build it and I'll take on the debt. We reached out to attorney Whitley and
542 how best to go about that. I know this is new for us and for NH. We are paying debt for infrastructure
543 that we are going to building anyways, we are just not a point that we are ready to do that now. If we
544 wanted to do a project like this we could never do it financially. This gives us the opportunity to move
545 that forward and to collect revenue to do other improvements in the TIF district. At the end of the day
546 this is a good project for Hooksett.

547
548 J. Sullivan- basically how we typically work is the traditionally we need bonds to do the infrastructure,
549 then we would go out and ask the voters to take out a bond and pay off that bond and the interest we
550 would take from that increased tax increments in the district. The current plan is that you would provide
551 us the 7 million dollars to provide the infrastructure in that district, and then we would take the tax
552 revenue that we get from your improvements on your property, we would then pay over a 15-year
553 period each year we would pay you back 60% and we would keep the 40%. I just want to know how is
554 this different. Did I summarize the traditional bond arrangement? How is this different than a traditional
555 bond payment?

556
557 P. Bartash- in the traditional process an article would be floated to the voters to approve or deny
558 approving the town to take on the additional debt. Because with the town being the trust, they are liable
559 for the debt. The difference from what we are proposing, the town and the town trust is not being asked
560 to take the debt or pay back the debt. We are providing the debt and the funding and assurty that the
561 debt will be repaid, and we will repay the debt. So, the difference between the 2 fundamentally from a
562 risk perspective is that the traditional process of asking the voters for approval Is asking the voters to
563 take on the risk of taking on the debt. In this agreement we as a private entity are taking on the risk of
564 that debt. Secondly there have been comment about the MOU and the structure being used as a
565 developer's way to pay for their own project. Again, the funding and the nature of the funding is specific
566 to public infrastructure improvements. Furthermore, the public infrastructure improvements that we
567 would install on our property in accordance with the towns design plans to extend water and sewer and
568 create a loop from Cross Road back to Hackett hill, that 1.9 million dollars' worth of work is on our
569 property, we are proposing to do the work we are going to turn those improvements over to the town
570 when we are done with them. We are not asking to be reimbursed for that 1.9 million dollars. Under the
571 typical structure you are right. What we are saying is that not only are we incurring that debt, but we are
572 only asking for 60% of that tax increment over a 15-year period to pay it off so that the town can take
573 that other 40% and handle the other shortfalls in the district take on other projects that are within the
574 district and move all of its goals forward concurrently as a benefit to the town.

575
576 C. Karolian- you said that the portion of the improvements on your property would then be turned over
577 to the town? Would this become town property or town easement?

578
579 P. Bartash- yes because it is a part of the public utility system, it would be handled through an
580 easement with the town and the property owner. The town would need the ability to govern those
581 improvements and have the ability to access and maintain those improvements.

582
583 C. Karolian- so the town would be taking over the maintenance, upgrades, the town would be
584 responsible wheather it is the water or sewer department, the town would need to come in and repair
585 that?

586
587 P. Bartash- this is no different than any other infrastructure, correct.

588
589 C. Karolian- I am not aware of any private infrastructure that the town is responsible for taking care of
590 on private property.

591
592 P. Bartash- this easement and the granting of the improvements are a benefit to the town. Not only are
593 we as the installer executing the towns plans that the town is designing and telling us this is what we

594 want, and the town is overseeing that work but then they are also maintaining it as they would any other
595 public infrastructure.
596

597 C. Karolian- I understand that the town would be responsible for the public property, what I am having a
598 hard time understanding is that the town would be responsible for plumbing and the infrastructure on
599 your property.
600

601 P. Bartash- you have to think about the condition of having an easement for that area of these utility
602 improvements. That area effectively becomes private property. If you think of it as a residential
603 property, the town is not going to come onto your private property and is not going to repair your sewer
604 connection to the utility main. Just as the town is not going to come onto this property and repair the
605 connection from our building to these new water and sewer mains. We would be responsible for any
606 work outside of the area of this easement. But again, its not different having a water and sewer line
607 running down the middle of the road.
608

609 C. Karolian- the easement allows the town to get on the property. But I am responsible for maintaining
610 the property. When I look at the MOU, it says the cost is approximately 7 million dollars not including
611 the carrying costs associated with the funding. That 7 million dollar figure did that come from the town,
612 who came up with the estimate?
613

614 David Mercier Underwood Engineering- yes that estimate came from us. It is based on similar projects
615 of similar magnitude that have been bid by us recently.
616

617 C. Karolian- would you agree that it could be less than 7 million? If it were to go out to bid to private
618 contractors.
619

620 D. Mercier- when put together a bid like this it is usually plus or minus with a contingency of plus or
621 minus 20%. That bid was given last year so prices could have gone up.
622

623 C. Karolian- so this MOU could go to 8 million dollars.
624

625 D. Mercier- that is possible.
626

627 C. Karolian- the MOU says that the Granite Woods could pay approximately 1.5 million in property
628 taxes based on future reassessment of the facilities once up and running. Where did that assessment
629 come from? Did that come form a town assessor looking at what the future plan is on this, did this come
630 from the developer.
631

632 A. Garron- that figure was given by the developer, and then we had our assessor look at it and that
633 number could be lower based on the materials used and the square feet.
634

635 C. Karolian- it could be more than that and it could be less than that, but we didn't have do anything to
636 look at what the assessment would be.
637

638 A. Garron- we did ask our assessor, is this a realistic number that they provided? Based on the size of
639 the structure and all that right now he's not coming up with the same values, but he needs to look at the
640 overall property once everything is done and take that into consideration.
641

642 C. Karolian- what kind of figures is the assessor coming up with?
643

644 A. Garron- he comes up with a figure of half of that of 750,000 as opposed to 1.5 million. The same
645 percentages hold true meaning that the 60/40 split will be based on \$750,000 as opposed to 1.5 million
646 dollars.

647 P. Bartash- the opinion of the assessor was based on the construction cost of the core and shell of the
648 facility. That does not factor in an additional assessment of any other build outs by a tenant within the
649 facility The \$750,000 he gave a range he was expecting it to be more than that. This is again where I
650 want to underscore the nature of this agreement in terms of protecting the town. So you just heard from
651 the towns engineer that the cost more than 7 million dollars. If it costs 8 million dollars, that I sour
652 problem to deal with. If the assessment comes in lower and the split is less that is also our problem and
653 our risk to deal with. We still have to carry that debt.

654
655 C. Karolian- I would personally feel a 100% better if that you just said was incorporated in the MOU as
656 opposed to what's in there now. I believe it should be specific and not approximate.

657
658 P. Bartash- the council is being asked to authorize the TA and the staff to negotiate this MOU and to
659 finalize it into a definitive agreement that will spell out specific dollar amounts specific requirements and
660 will be based on the principals that are outlined in the MOU.

661
662 C. Karolian- are you saying if we were to vote and accept this MOU it could be changed and fine-tuned.
663

664 P. Bartash- what I am saying is the MOU as a document after it is executed that document is executed.
665 We will then enter the process of entering into a detailed development agreement to spell out the
666 specific clarifications that we are talking about tonight regarding items such as the exact cost, and it
667 cannot deviate from the intent and spirit of the MOU. So we cant here tonight say well we are agreeing
668 that the estimated cost is approx. 7 million dollars and then have a definitive agreement that says we
669 are going to reimburse you 9 million dollars of first costs. That cannot happen without us coming back
670 to the group and reopening the conversation around those types of changes.

671
672 C. Karolian- an MOU is just that except when it has specifics in the MOU which then turn the MOU into
673 a binding contract.

674
675 S. Whitley- between the town and granite woods, the language, and the details in here are binding. If
676 the town and Granite Woods move forward to flush out more details, then what is here he stated it
677 correctly they cannot deviate from the specifics that are within the MOU.

678
679 C. Karolian- I also have in the MOU that we have there is language that says Underwood Engineering
680 would perform construction observation services throughout the water and sewer utility installation
681 proceed. It also indicates Underwood Engineering services would be paid for by the town. How much is
682 that going to cost us? Is there a cap on how much they are going to charge us? We don't know how
683 much Underwood is going to charge us. I want to bring up the job description of our Town Engineer.
684 Why would we enter into an agreement that would make Underwood Engineering the benefactor of
685 charging the town an unknown amount when we have a Town Engineer who is susposta be doing that.

686
687 A. Garron- if we were to stick with the exit 10 for our start point and we were to proceed with the
688 implementation of the water and sewer project, it would have been my understanding that we would
689 have continued to engage with Underwood Engineering to oversee that to make sure that we are
690 getting 100% benefit of everything that we planned and designed and that it being carried out the way
691 that we wanted it. Therefore, the fact that now we have a proposal that will implement a section of our
692 project that will take place in the 3rd and 4th phase of our project and now that it is being funded by
693 others I did not see that changing meaning I think we would rely on our engineer who designed our
694 project to oversee to make sure that construction has happened. In regard to our own engineer he will
695 need help. The magnitude of this project I think would over extend the amount of time that we would
696 want our town engineer to spend on top of everything else that he is responsible for.

697
698 C. Karolian- on the heels of that we would be expecting a bill from underwood engineering to take on
699 the overload. But we don't know how much that is going to cost.

700
701 A. Garron- are you looking for an estimate on the cost of how much this will cost.

702 C. Karolian- yes if we are going to be entertaining into a contract with them much like they have the
703 estimate of 7 million dollars which is not coming from the town its coming from Underwood Engineering
704 that put in an estimate and the tax amount is not coming from the town its being estimated by the
705 developer. I just can't go forward with an open-ended agreement. When we talk about the 7 million
706 dollars, based on the 1.5 million dollars that would be \$900,000 being sent back to the developer for a
707 period of 15 years. If we look at paying off the principal that is about 7.5 years. What happens with the
708 other 7.5 years when the town is still obligated to continue paying \$900,000 a year for another 7.5
709 years. We are just going on a good faith estimate by an engineer and a developer.

710
711 C. Karolian- who came up with the MOU? I understand that the Town Engineer came up with the MOU.
712 The observation that I made on September 29, 2021, at the TIF meeting Underwood approached
713 councilor Boutin who was the chair, and it was Mr. Mercier that indicated to the chair that the town
714 needs to come up with an MOU. Mr. Boutin responded that we need to make sure it is iron clad cause
715 we don't want money being spent then having it turned down by the voters in a couple of years. We
716 need more solid answers that are more definitive. This is not going to go to the voters and we are
717 circumventing that by coming up with this agreement.

718
719 R. Duhaime- Peter, I appreciate you coming here tonight. I look at this and I have the same questions.
720 Why would we pay you twice? We have builders that come into this town and put in a subdivision they
721 put in a million-dollar road and then sell the homes. They do all the investment the town does not put
722 any infrastructure in for them they do the utilities, they do the road they do everything. You are going to
723 put 7 million dollars here, but it is going to increase the value of your property. Its good for the town but
724 it is also good for you. Why would I pay you 13 million dollars over 15 years, why not 10 years? I
725 understand there has to be interest on this money, but I don't understand the 15-year term. I don't
726 understand why there is a minimum of 13 million dollars when the expenses are paid there paid.

727
728 P. Bartash- it comes down to the steps in the agreement and who is taking on the burden of risk. The
729 cap and the floor was not our idea. When we originally brought this forward to the TIF committee we
730 presented our fundamental assumptions of our cost of capital to fund the improvements. We also made
731 assumptions of what the potential tax payment might need to be or liability form the future
732 improvements of the property and we said this really needs to be a 15 year term the improvements
733 could be more the tax valuation could be less, and at the end of the day the voters are not responsible
734 for repaying this debt we are. The assessor told us that the day 1 value of the tax liability of this
735 property is likely going to be less than the 1.5 million dollars it's probably going to be less than half of
736 that. And so if at the full 1.5 million dollars and the 60% of that is \$900,000 over 7 years and that pays
737 off the principal by the way the interest is accruing along the way and we are paying a higher rate of
738 interest because we are not a Municipality we are a private entity. Well if the tax assessment comes
739 back lower and the term is only 7.5 years now we are financially insolvent and we are unable to
740 continue and carry forward. This term is designed as a backstop against that type of risk, a risk that
741 again we are signing on and saying we are willing to take, and here's what we are asking as a
742 protection against that. This is not a profit center for us this is our recognition of an opportunity to assist
743 the town to accomplish its objectives within the TIF plan and also bring water and sewer to our
744 property. I also want to point out that why that is. If I just wanted to bring water & sewer to my place,
745 then I wouldn't have agreed to the loop. But in the spirit of what we are intending to do here we wanted
746 to assist the town in getting this project done. We said yes, we will do that we have the mechanisms in
747 place to do that. We did not want a cap in this agreement, nor did we want a floor. We felt that those
748 types of mechanics were to unclear, they were to uncertain and they would shift the nature and intent of
749 this agreement away from its key fundamental principal. It was proposed by councilor Lapierre. The
750 creation of the cap was born out of wanting to protect the town. This agreement is designed to provide
751 a mutual benefit to the town and our proposed project. Are we optimistic that this is going to improve
752 the area? Yes, The whole intent is to increase development in the area. It puts us in alignment with the
753 town. If we are going to agree with a cap, then respectfully its fair for us to say that there is going to be
754 a minimum for us to be reimbursed. If you are asking if I want a cap or a floor, I do not want that but we
755 are trying to be accommodating and move forward in a good faith agreement.

756
757 R. Duhaime- can Councilor Lapierre explain why you wanted this cap.

758 R. Lapierre- Mr. Bartash is correct that I did not want this to become a profit center. By putting a floor in
759 you have removed all risk to yourself. There is no risk to you only to the town. You will make 4.6% there
760 if you take out 7 million dollars and do nothing with it.
761

762 P. Bartash- over a 15 year term which is less than the rate of inflation.
763

764 R. Lapierre- today it is but who knows. My point is by putting a floor in, all your discussion and noble
765 talk about taking on risk is completely devoid of any truth. There is no risk to you if you have a minimum
766 floor in your agreement. There is only risk to the town, if your property never increase in value where do
767 we find that money, we have to get that money from somewhere else and that is not an agreement that
768 I think any of us will agree to. You can't have a floor in here because it is not coming out of the tax
769 dollars that are increased by the value of the property its just a liability to the town and it should be
770 bonded. Now a cap I think you are correct. I did want a cap I did not want a floor.
771

772 P. Bartash- the reason why we are still taking on the risk we are still liable for making up the debt. In
773 the realm of hypotheticals, we are not going to build a 500,000 sq foot facility and then start the water
774 and sewer work so that we can connect to it 2 years later we will do it parallel. And if for some reason
775 the market and economy shift, and we are responsible for continuing to build the infrastructure or
776 turning the infrastructure over at the time we turn it over there is no future revenue. The floor is set out
777 of coming out of the tax revenue that the project generates. so, the project still needs to be successful.
778 Were still required to do everything that we still need to do for our own private project in order to even
779 generate the revenue that would be used to create that floor.
780

781 R. Lapierre- as a follow up then if the project does not generate 13.78 million dollars as a 60% of your
782 property tax who is liable to make up the difference?
783

784 P. Bartash- we are liable.
785

786 R. Lapierre- that's not what this says. This agreement reads "The total funds to the developer per this
787 agreement shall not be less than \$13,781,771".
788

789 P. Bartash- which this agreement meaning through the portion of the tax revenue=e that is being
790 reimbursed to the developer.
791

792 R. Lapierre- I am seeing shall not be less. So, if that tax revenue does not raise \$13,781,771 the town
793 by this agreement has to make it right.
794

795 P. Bartash- by the proposed agreement, but again the point of us having this discussion is so we can
796 understand these details. It sounds like the language around that specific point needs to be modified to
797 more accurately reflect the intent of the agreement.
798

799 J. Sullivan- from what I hear there needs to be some wording changed in the MOU.
800

801 P. Bartash- if the town council had requirements or conditions around specific aspects I am asking
802 could an approval of the MOU include conditions that would factor int the final definitive agreement.
803

804 S. Whitley- I think are you asking can the council conditionally approve the MOU provided certain
805 changes are made as specified in the conditions, and yes I think that you could do it that way. The
806 alternative that has been alluded to is close the PH, renegotiate and then come back with a new PH
807 and present the new revised figures and language to the council.
808

809 J. Sullivan- it seems that if it moves forward there may be changes made and we are not really voting
810 on those changes. I'd think if there were changes then the MOU would need to be rediscussed.
811

812 S. Whitley- I agree with you giving the comments that I am hearing from the council I think it would be
813 difficult to craft a conditional approval that would leave everyone confident with what the end product
814 was going to be. If the discussion was back and forth on a more narrower issue I think a conditional
815 approval may work. It seems that what we are talking about is much broader than the original terms of
816 the MOU, and I think it is best to have the parties reengage and try and hammer out some of these
817 differences and then to come back and present the renegotiated agreement for the council to consider.
818

819 J. Sullivan- I think if we are inclined to make changes and discussion then I think that would be the best
820 approach.
821

822 P. Bartash- we are not trying to rush this approach. It makes sense to make sure that there is clarity. As
823 a point of clarification, I know we talked about the difference between 7 and 8 million dollars we are not
824 saying that by the next time meet we will be asking for 8 million dollars. We are still using the 7 million
825 dollars in our figures. And that the language reflects what was proposed here today. The point of the
826 conversation is tightening that language so that all parties feel comfortable.
827

828 ***J. Sullivan motioned to direct the TA to review the MOU that incorporates and redefines the***
829 ***ideas and suggestions made today to make sure the language is more conducive to the benefit***
830 ***of the town; seconded by T. Tsantoulis.***
831

832 R. Duhaime- I think it is good, but I think it should be for both parties. I see that Underwood is in this
833 MOU, and I don't understand why.
834

835 D. Mercier- you may not have been present in one of the meetings, but we did not ask to be placed in
836 the MOU and we asked it to be changed, but the town expressed as well as the staff expressed comfort
837 in our services and wanted to continue on with that.
838

839 R. Duhaime- I don't see any risk here from you. I am looking out for the taxpayers. I want you to be
840 competitive when we put it out to bid. When I give it to you there is no competitiveness.
841

842 J. Sullivan- my intention of doing this would be for some of the councilors to reach out to the TA in
843 redrafting the MOU. I know he will share all of our concerns with everyone.
844

845 T. Tsantoulis- originally we choose Underwood Engineering because they are known in the state as
846 one of the better companies for water and sewer.
847

848 C. Karolian- I'm in favor of this project. I want to see this soar, as far as Underwood Engineering, I think
849 we need more specifics when it comes to the 7 million dollars.
850

851 **Roll Call Vote #6**

852 ***J. Durand Aye***

853 ***R. Lapierre Aye***

854 ***C. Karolian Aye***

855 ***D. Boutin NP***

856 ***C. Jones Abstained***

857 ***T. Tsantoulis Aye***

858 ***A. Walczyk Aye***

859 ***R. Duhaime Aye***

860 ***J. Sullivan Aye***

861

862 ***Vote in favor 7-0-1***

863

864 J. Sullivan that means we are not closing the PH we will continue to keep the PH open.
865

866 A. Garron- so I am clear the way that we are voting on this I am going to obtain feedback from all
867 parties. When we feel we have enough input from all and the consideration and bring forward a
868 redrafted MOU.

869
870 S. Whitley- if and when this comes back, I would re notice the hearing.

871
872 P. Bartash- I would really appreciate a date today.

873
874 J. Sullivan- shall we schedule it for the 2nd meeting in February? Yes the 23rd.

875
876 S. Whitley- it will be re-noticed.

877
878 **FY2022-2023 Budget and Warrant Articles**

879
880 C. Tewkesbury- I am looking for a motion to recommend the operating budget for FY 2022-2023 in the
881 amount of \$21,657,131. That is the budget committees suggested budget. They made some
882 amendments to the budget. We did not vote on it because there were questions on the sewer budget.
883 It represents a 2.92% Increase over this year's budget.

884
885 ***J. Sullivan motioned to recommend the operating budget for FY 2022-2023 of \$21,657,131***
886 ***seconded by T. Tsantoulis***

887
888 **Roll Call Vote #7**

889 ***C. Jones Aye***

890 ***C. Karolian Aye***

891 ***R. Lapierre Aye***

892 ***R. Duhaime Nay***

893 ***A. Walczyk Aye***

894 ***J. Durand Aye***

895 ***T. Tsantoulis Aye***

896 ***D. Boutin NP***

897 ***J. Sullivan Aye***

898
899 ***Vote in favor 7-1***

900
901
902 **PUBLIC INPUT - 15 MINUTES**

903
904 D. Ross 56 Sherwood Drive- after listening to all this, there was a lot of ifs. if they are in a position to
905 guarantee the 7 million dollars, can we propose a tax deferment? Meaning not collect the tax dollars
906 that are due on the property, wouldn't that be a safer way to do it? If they can't guarantee it then it
907 seems that they can't move forward. Seems like more details that are not in the MOU. We need to have
908 more reliable estimates on this. You are talking about a private entity agreement and the town. There
909 are 14,000 people looking for you to protect them. Why was there talk about relocating the pump
910 station, why did we need to relocate it?

911
912 **ADJOURNMENT**

913
914 ***Chair Sullivan motioned to adjourn the meeting at 9:30 pm. Seconded by C. Karolian.***

915
916 ***Vote in favor 7-0.***

917
918
919 Respectfully submitted,

920
921 *Alicia Jipson*

922

923 Alicia Jipson

924 Recording Clerk

925

926

927

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