



AGENDA

Town of Hooksett Town Council

Wednesday, February 8, 2023 at 6:00 PM

A meeting of the Town Council will be held Wednesday, February 8, 2023 in the Hooksett Municipal Building commencing at **6:00 PM**.

Page

1. **CALL TO ORDER**
2. **PROOF OF POSTING**
3. **ROLL CALL**
4. **PLEDGE OF ALLEGIANCE**
5. **AGENDA OVERVIEW**
6. **PUBLIC HEARINGS**
7. **SPECIAL RECOGNITION**
 - 7.1. Hooksett Municipal Employee - New Hire
8. **PUBLIC INPUT - 15 MINUTES**
9. **SCHEDULED APPOINTMENTS**
 - 9.1. Martins Ferry Road/North River Road Intersection - Request approval of the Council to permit the Town Administrator to sign a contract with GM2 Associates, Inc. to conduct the Design and provide Construction Administration for improvements to this intersection. The contract amount will be \$261,091. Mr. Seth Hill, engineer for GM2, and Bruce Thomas, Town Engineer will be present to answer any questions regarding the project. 3 - 18
[Staff Report - SR-23-014 - Pdf](#)
 - 9.2. Annual Update from the Parks and Recreation Advisory Board - Andy Janosz, Chair 19
[Staff Report - SR-23-013 - Pdf](#)
10. **CONSENT AGENDA**
 - 10.1. To accept a donation totaling \$150.00 from George and Daniel Bureau to the Town of Hooksett for the Family Services Department per RSA 31:95-b,III(b) 21
[Staff Report - SR-23-012 - Pdf](#)
11. **NOMINATIONS AND APPOINTMENTS**
12. **BRIEF RECESS**
13. **OLD BUSINESS**
14. **NEW BUSINESS**
 - 14.1. Hackett Hill Road/Rte. 3A intersection and the Main Street/Rte. 3A. intersection State Project #43851. Provide the Town Administrator with a "Certificate of Authority" that provides him with the authority to sign the Project Agreement 23 - 31

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

Between the Town and the State of New Hampshire for the Engineering and Construction of the Hackett Hill Road/Rte. 3A intersection and the Main Street/Rte. 3A. intersections.

[Staff Report - SR-23-015 - Pdf](#)

14.2. Request to discuss potential Parks & Rec Projects

14.3. Family Services Director

15. APPROVAL OF MINUTES

15.1. Public: 1/9/23 33 - 36

[TC Minutes01092023](#)

15.2. Public: 1/18/23 37 - 48

[TC 01182023 Mins](#)

15.3. Non-Public: 1/18/23

16. TOWN ADMINISTRATOR'S REPORT

17. TOWN COUNCIL FUTURE AGENDA ITEMS

18. INFORMATIONAL ITEMS AND CORRESPONDENCE

19. SUB-COMMITTEE REPORTS

20. PUBLIC INPUT

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

22. ADJOURNMENT

PUBLIC INPUT

1. Two 15-minute Public Input sessions will be allowed during each Council Meeting. Time will be divided equally among those wishing to speak, however, no person will be allowed to speak for more than 5 minutes.
2. No person may address the council more than twice on any issue in any meeting. Comments must be addressed to the Chair and must not be personal or derogatory about any other person.
3. Any questions must be directly related to the topic being discussed and must be addressed to the Chair only, who after consultation with Council and Town Administrator, will determine if the question can be answered at that time. Questions cannot be directed to an individual Councilor and must not be personal in nature. Issues raised during Public Input, which cannot be resolved or answered at that time, or which require additional discussion or research, will be noted by the Town Administrator who will be responsible for researching and responding to the comment directly during normal work hours or by bringing to the Council for discussion at a subsequent meeting. The Chair reserves the right to end questioning if the questions depart from clarification to deliberation.
4. Council members may request a comment be added to New Business at a subsequent meeting.
5. No one may speak during Public Input except the person acknowledged by the Chair. Direct questions or comments from the audience are not permitted during Public Input.

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

Town Council

STAFF REPORT



To: Town Council

Title: Martins Ferry Road/North River Road Intersection - Request approval of the Council to permit the Town Administrator to sign a contract with GM2 Associates, Inc. to conduct the Design and provide Construction Administration for improvements to this intersection. The contract amount will be \$261,091. Mr. Seth Hill, engineer for GM2, and Bruce Thomas, Town Engineer will be present to answer any questions regarding the project.

Meeting: Town Council - 08 Feb 2023

Department: Community Development

Staff Contact: Bruce Thomas, Town Engineer

BACKGROUND INFORMATION:

Martins Ferry Road/North River Road Intersection - Request approval of the Council to permit the Town Administrator to sign a contract with GM2 Associates, Inc. to conduct the Design and provide Construction Administration for improvements to this intersection. The contract amount will be \$261,091. Mr. Seth Hill, engineer for GM2, and Bruce Thomas, Town Engineer will be present to answer any questions regarding the project.

The purpose of this item is to request approval of the Council to permit the Town Administrator to sign a contract with GM2 Associates, Inc. to conduct the Design and provide Construction Administration for improvements of the Martins Ferry Road/North River Road Intersection. The contract amount will be \$261,091. Please note the following:

- The Consultant was selected through a thorough Qualifications Selection Process per the attached documentation.
- A Scope of Work is attached. The project would include the design of the reconfiguration of the intersection to allow the safe flow of traffic through the area, and the design of a new bridge installed a few hundred feet east of the intersection crossing Martins Ferry Road. A concept of the improvements, and a sample bridge type that may be installed is attached.
- The design schedule will be such that the entire design will be complete and project bid in the fall/winter of 2023 in order to place the construction of the project on a Warrant Article for 2024 construction.
- Bruce Thomas and a representative of GM2 Associates will be available at your meeting dated February 8, 2023 to answer any questions you may have. A copy of the proposed contract and the Consultant's proposal will be available as well.
- This project will resolve the issues identified as problematic at this intersection including the following:
 - Speed, safety issues will be addressed.
 - Intersection configuration will be addressed.
 - Reduces high risk of drainage backups

- Slope Erosion will be mitigated (the steep slope along Martins Ferry Road will be eliminated).
 - Guardrail issues will be eliminated.
 - Puts stream back on natural course.
 - Eliminates need for existing sidewalk bridge.
 - Resolves issues regarding “Weight Limits” for this area.
- In addition, the Bridge (in the future) will be inspected at no cost by the NHDOT every two years and will qualify for State/Federal Funding for any future work.

FINANCIAL IMPACT:

Expend \$261,091 from the SB 401 Block Grant funds recently received from the State of New Hampshire. There is currently \$261,202 in this block grant. After construction, \$111 will remain. It is likely that the construction for this project may cost up to \$1,000,000. This may be funded through recently received bridge funds of about \$214,000, Impact Fee funds of about \$300,000 (subject to the approval of the Town Attorney, with the balance funded by a future Warrant Article.

POLICY IMPLICATIONS:

None

RECOMMENDATION:

Approve signing of contract for the Town administrator to sign contract with GM2 Associates, Inc. for \$261,091 for design and Construction Administration for improvements of the Martins Ferry Road/North River Road Intersection.

SUGGESTED MOTION:

Motion to grant permission for the Town administrator to sign contract with GM2 Associates, Inc. for \$261,091 for Design and Construction Administration for improvements of the Martins Ferry Road/North River Road Intersection.

TOWN ADMINISTRATOR'S RECOMMENDATION:

concur with the suggested motion. Town Council, in granting permission to move forward with GM2 for the design and construction on the Martin Ferry Intersection and Bridge project, will be advancing the direction it gave staff to take a comprehensive review of the Martins Ferry roadway alignment and bridge repair.

ATTACHMENTS:

[0001 RFP Process Documentation](#)

[0002 Scope of Work Rev3](#)

[0003 Bridge Funding 2022 Martins Ferry Road](#)

[0004 Martins Ferry Road Fee Estimate_Rev3](#)

[0005 Concept 02 New Bridge](#)

[0006 GM2 Grantham Timber Bridge](#)



Town of Hooksett

COMMUNITY DEVELOPMENT DEPARTMENT
Bruce A. Thomas, P.E., Town Engineer

Memo

To: File
From: Bruce A. Thomas, P.E., Town Engineer *BAT*
Date: January 24, 2023
Re: Martins Ferry Road/North River Road Intersection Improvements - RFP Process Documentation

The purpose of this memorandum is to document the process of hiring a consultant for the referenced project.

1. A Request for Qualifications (RFQ) was advertised in the Union Leader newspaper on October 12, 2022. The following Consultants provided a response:

- a. GM2 Associates, Inc.
- b. Green International
- c. Fuss and O'Neil

An RFP was developed and sent to the three consultants noted above. The RFP stipulated that "Pricing for the RFP shall be submitted in a separate envelope and opened once negotiations begin with the most qualified contractor as determined by the Town".

2. Proposals were submitted by each of the consultants noted above:
3. A review team consisting of the Town Engineer, the Town Administrator, the Public Works Director, and the Town Planner, was created to independently review and rank the consultants. The ranking was based on the following criteria:
 - a. Specific experience with similar projects.
 - b. Background and experience of staff members who would be assigned to the job.
 - c. Availability.
 - d. Locality of firm.
 - e. Ability to communicate ideas.
 - f. Ability to supply all of the major disciplines necessary to perform the work.
 - g. Qualifications of subcontractors/subconsultants.
 - h. Conceptual design/project approach.
 - i. Responsiveness to requirements contained in the RFP.

4. Interviews were conducted with each consultant. Each team member reviewed the proposals attended the interviews and the Team chose GM2 Associates as the candidate to negotiate with. I then opened the sealed envelope from GM2 Associates with the pricing, leaving the other consultant pricing envelopes unopened.
5. The pricing was discussed with the consultant and adjusted to better fit the goals of the project.

c/Andre Garron, Town Administrator



Scope of Services
Martin Ferry Road Intersection
Hooksett, NH
1/26/2023

PROJECT UNDERSTANDING

The intersection of Martins Ferry Road, North River Road and Depot Road has been identified by the Town of Hooksett for roadway and bridge improvements. The roadway intersection creates a nearly 90 degree turn that when combined with the narrow roadway width makes it difficult for trucks to navigate without impacts to the adjacent guardrail. The intersection is also the location where Messer Brook passes underneath Martins Ferry Road through a unique bridge/culvert. Damage to guardrail along with insufficient vertical and horizontal clearances between the roadway and Messer Brook have led to interim fixes without a true solution to the problem. GM2 is happy to work with the Town of Hooksett to provide a comprehensive solution to the roadway and bridge issues at the Martins Ferry Road and North River Road intersection.

I. ROADWAY REALIGNMENT

GM2 will evaluate the existing project site and design a new roadway alignment in accordance with current Town of Hooksett and AASHTO guidelines. The proposed roadway realignment will be done in such a way to minimize impacts to wetlands and private property as well as historical and culturally sensitive sites.

The design process will include one (1) concept review meeting where GM2 will present up to two (2) concepts to the Town to solicit feedback. GM2 will then present the alternatives to the Town Council and the Town will select a preferred alternative post meeting. Comments from the meetings will be taken into consideration and Preliminary Plans for the preferred alternative will be submitted to the Town for review. The submission set will consist of cut sheets including plan, profile, typical and critical cross sections (if necessary). The submission will also include an Engineer's Estimate.

Comments from the Town's review of the preliminary plans will be addressed and Final Plans submitted to the Town. The submission set will consist of cut sheets including Front Sheet, Index of Sheet, Standard Symbol Sheets, typical section, roadway and drainage details, general plan, profile, and roadway cross sections. The submission will also include a Drainage Design Narrative and Engineer's Estimate.

II. BRIDGE DESIGN

GM2 will design a new bridge at a new location that meets the current AASHTO LRFD Bridge Design Specifications (with a HL-93 design live load). The proposed bridge will likely be a glued laminated longitudinal timber deck integral with concrete abutments on steel H-piles. A geotechnical investigation will be done to determine if the integral abutment is feasible or if a spread footing abutment would be required. GM2 will prepare contract plans detailing the timber superstructure with TL-2 rail, the concrete abutments and precast concrete wing walls, piles, and reinforcing steel for the abutment walls. The preliminary plans will include superstructure plan and section, abutment and wingwall layout, and an elevation view of an abutment and corresponding wingwalls. The final plans will include the remaining details for the bridge rail, abutment and wingwall details and pile (or spread footing) and reinforcing details. GM2 will also perform load rating calculations and prepare a Form 4 to submit to NHDOT for their records.



GM2 will perform a hydraulic study of the proposed crossing and stream relocation. The study will include hydrologic analysis, hydraulic analysis, floodplain analysis, scour analysis, and report preparation. The analyses are complex due to the stream alignment, proximity to the Merrimack River and the stream is located within FEMA Zone AE.

III. ENVIRONMENTAL PERMITTING

Task 4.01 – Wetland Delineation and Stream Crossing Assessment

GM2 will conduct a site visit to field-delineate wetlands within the project area. Wetlands will be delineated by a NH Certified Wetland Scientist and the wetland flags will be located by GM2 as part of the survey scope of work. The delineation will be conducted in accordance with the US Army Corps of Engineers (ACOE) 1987 Methodology and the ACOE Northcentral and Northeast Region Supplement (2012). Ordinary high water (OHW) and top of bank (TOB) will also be delineated and the extent of the prime wetland located north of the intersection will be identified.

Wetlands will be classified in accordance with the “Classification of Wetlands and Deepwater Habitats of the United States” (Federal Geographic Data Committee, 2013). US Army Corps of Engineers (USACE) wetland delineation data forms will be completed for each wetland delineated and representative photographs of the study area will be taken. A functional assessment of wetlands within the project area will be completed in accordance with the USACE New England District Highway Methodology Workbook Supplement (1999) and a New Hampshire Department of Environmental Services (NHDES) Wetlands Functional Assessment worksheet will be completed.

GM2 will conduct a stream crossing assessment as required by the NHDES Wetlands Rules (Env-Wt 900). Information to be collected will include bankfull width, bankfull depth, entrenchment ratio, sinuosity, flood-prone width, and particle-size distribution. The stream will be classified using the Rosgen classification system. Information to be collected will also include 3 cross-sections of the stream and a longitudinal profile that is 7 to 10 bankfull widths long.

A summary report will be prepared to document the wetland delineation. The report will include a discussion of the delineation methodology and the wetland resources present. Photographs, wetland data forms, and functional assessment forms will be attached.

Task 4.02 – Endangered Species Coordination

The NH Natural Heritage Bureau’s DataCheck tool and the US Fish and Wildlife Service’s Information for Planning and Consultation (IPaC) website will be used to obtain information on threatened and endangered species within the project area.

If threatened or endangered wildlife species are present within the project area, the information required for consultation under the NH Fish and Game Department’s Rules (Fis 1004.03) will be prepared and submitted.

It is assumed that the IPaC determination keys will be used to complete northern long-eared bat (NLEB) consultation. NLEB was recently reclassified from a threatened species to an endangered species, which has changed the consultation requirements. The new listing become effective January 30, 2023 and the updated determination keys are not yet available. This scope of work assumes that the project will meet the criteria for



streamlined review, either through limited tree removal or time of year restrictions, and a bat acoustic survey will not be required.

Task 4.03 – Cultural Resource Review

A Request for Project Review (RPR) form will be prepared by GM2 and submitted to the NH Division of Historical Resources (NHDHR). Archaeological survey, if required, will be performed by Independent Archaeological Consulting, LLC (IAC) as a subconsultant to GM2. It is assumed that historic resource inventory will not be required.

GM2 will prepare a draft cultural resource memo to be submitted to NHDOT for review and approval.

Task 4.04 – NHDES Wetlands Permit

GM2 will prepare the NHDES Wetlands Permit application and plans, including:

- Application form
- USGS Location Map, including the approximate boundaries and size of the contributing watershed
- Supplemental narratives
- Attachment A
- Information required by Env-Wt 900, Stream Crossing Rules
- Mitigation coordination summary/ARM calculator, if required
- Wetland Impact and Erosion Control Plans
- Stream relocation design
- Photographs of impact areas
- Abutter notifications

A Major Impact, Standard Application is assumed. GM2 will prepare a draft application for the Town to review before submission to NHDES. If a Request for More Information (RFMI) is received from NHDES, GM2 will prepare and submit a response.

Task 4.05 – USACE Section 404 Permit

GM2 will coordinate with the USACE to determine if the project requires a Section 404 Individual Permit or if it can be covered under a General Permit. The fee estimate assumes an Individual Permit.

GM2 will prepare the application in accordance with the USACE individual permit application checklist/requirements. The application will include an application form, supplemental narratives, USGS map, photographs, and project plans that include the information listed in the USACE's Application and Plan Guidance Checklist. GM2 will prepare a draft application for the Town to review before submission to USACE. If comments are received from USACE, GM2 will prepare and submit a response.

Task 4.06 – Section 401 Water Quality Certification

An individual Section 401 Water Quality Certification will be required if the project requires a Section 404 Individual Permit. If necessary, GM2 will prepare the application, including the application form, supplemental narratives, USGS map, and project plans. GM2 will prepare a draft application for the Town to review before submission to NHDES. If comments are received from NHDES, GM2 will prepare and submit a response.



IV. *RIGHT OF WAY SURVEY*

Land Record Research:

GM2 will perform land record research within the Merrimack County Registry of Deeds, the Town of Hooksett's DPW records, and the NH State Archives for records relative to the boundaries of the existing public Right-of-Ways within the project limits. In concert with this effort, GM2 will collect record abutting property owner information to include in the survey.

Abutter Notification:

Prior to mobilization, GM2 will develop and send notification letters to each of the abutting parcels. The notice will indicate that there may be occasion to enter upon their lands as part of this project. Neither environmental scientists nor surveyors have a right to trespass in New Hampshire. GM2 will not be held liable for failure to meet project deadlines or fulfill scope items should access to private property be restricted or denied by the respective private owners or tenants.

Utility Research:

It is expected that the Town of Hooksett share with GM2 any pertinent record utility information they have on record relative to the existing corridor. GM2 will coordinate with the known private utility owners within the corridor in an attempt to procure either marked locations of their underground facilities or records of their locations, which will be analyzed against the surface visible evidence recovered in the field.

Existing Conditions Topographic Survey:

GM2 will perform an existing conditions topographic survey of the area outlined in red on the attached plan. The survey control established will reference the New Hampshire State Plane Coordinate System NAD83(2011) and NAVD88. Horizontal control and vertical benchmarks will be established along the corridor, placed in locations where they are likely to survive construction. The topographic data collected will be suitable to develop contours at the 1-foot interval. Surface visible features, including wetland delineation flags and overhead utilities will be located and shown on the face of the survey.

Underground Utilities:

GM2 will locate existing underground utility markings that may exist at the time of the survey. Each of the accessible drain and sewer structures within the project limits will be opened as well one upstream and downstream as the system leaves the survey limits. Surface visible pipe type, size, rim & invert elevations, flow direction, structure type and sump elevations will be measured. Ingress into the structures is excluded from this scope of work.

Right-of-Way Boundaries:

The limits of the existing public Right-of-Ways will be ascertained and shown on the face of the survey within the project limits. Abutting private boundary lines that intersect the right-of-way will be shown as approximate. Record land owner information, including a current deed reference, will be shown for each abutting parcel. Easements that benefit the Town of Hooksett will be shown on the survey. Private easements between abutting land owner's as well as other unwritten land rights will not be shown on the survey.



Deliverables:

The survey will be developed and delivered in AutoCAD Civil 3D, 2018 version. Digital copies of the survey and the raw files it is comprised of, including reports, notes, project control and other pertinent data will be included in the project's deliverables.

Schedule:

The field portion of the scope of work will occur in no-snow conditions. A deadline for the preliminary survey submittals will be negotiated upon notice to proceed.

V. SAFETY IMPROVEMENTS

GM2 will investigate the need and provide a recommendation on the use of traffic calming features in the proposed alternative.

VI. UTILITY ANALYSIS AND DESIGN

GM2 will strive to avoid impacts to the existing utilities within the project site. Should the proposed alternative impact any existing utilities, a relocation design will be included in the plans for underground utilities. Based upon the Hooksett GIS mapping there are 3 sewer mains with the project scope area, Martins Ferry Road, North River Road and a cross county main along the Messer Brook south bank. With the new bridge construction and Messer Brook re-alignment the Martins Ferry Road sewer will need to be rebuilt. The design will maintain the current gravity flow condition at the brook crossing. The North River Road and cross-country sewer mains will need to be coordinated with the new roadway alignment. The design will also include phasing and any temporary conditions to maintain sewer flow throughout all phases of the construction. Aerial utility conflicts will be coordinated with the appropriate owner. Relocations for aerial utilities, designed by the appropriate owner(s), will be included on the plans.

VII. PREPARATION OF PLANS, SPECIFICATIONS AND DETAILS

GM2 will prepare Contract Plans, Specifications, and details for the preferred alternative. Plans submitted to the Town will conform with the Town of Hooksett Standard Specifications for Construction as well as applicable NHDOT standards. Special provisions, if necessary, will be prepared by GM2 and included in the final plan submission.

VIII. ASSIST THE TOWN WITH CONTRACTOR SELECTION

GM2 will assist the Town with analyzing/checking the bid results, checking Contractor references, and determining which Contractor is best suited for the project based on information gathered, price and experience. GM2 will develop a bid tabulation spreadsheet to verify the bid results and determine the order of bidders from low to high.

IX. CONSTRUCTION MONITORING/INSPECTION OF WORK

GM2 will provide on-site construction monitoring and inspection of work during the construction of the project. Personnel will be present during milestone activities in conformance with the Town of Hooksett Roadway Inspection Form checklist, along with a more full-time presence during the construction of the bridge. GM2 will coordinate with the Town regarding schedule, construction progress and any construction issues, and prepare construction inspection reports.

GM2 will ensure required testing is performed by the Contractor according to the specifications and will review all testing results to ensure that the specifications have been met.



GM2 will conduct a Pre-Construction meeting at the Town Office to discuss the project requirements and expectations with the Contractor.

GM2 will prepare Contract Documents (3 copies) to have ready for Town and Contractor signatures at the Pre-Construction meeting. GM2 will review and take appropriate action with respect to data which the Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents (but such review or other action shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions and programs incident thereto). GM2 will also determine the acceptability of substitute materials proposed by Contractor(s) and receive and review (for general content as required by the Specifications), schedules, guarantees, bonds and certificates of inspection which are to be assembled by Contractor(s) in accordance with the Contract Documents.

GM2 will respond to requests for information (RFI), questions pertaining to the Plans or other questions regarding the work.

X. MEETINGS

The following is an approximate list of anticipated meetings.

- Bid Opening meeting
- Preconstruction meeting
- Site Inspection meetings (1)
- Project Management meetings (1)
- Concept Review meeting
- Town Council meeting (3)
- Resource Agency meetings (up to 3)
- USACE/NHDES Public Hearing (if required)
- Contractor Prequalification meeting

GM2 will prepare for and attend a resource agency meeting shortly after contract award to confirm viability of the proposed concept. A Town representative shall attend.

GM2 will prepare presentation materials, as needed, for the above meetings. GM2 will prepare and distribute meeting minutes.

USACE/NHDES Public Hearing - If required, GM2 will prepare for and attend one (1) public hearing. It is assumed that if a public hearing is required, one combined hearing with USACE, NHDES, and the Conservation Commission will be adequate.

GM2 will attend a contractor prequalification meeting. The Town will lead the meeting and is responsible for compiling contractor prequalification criteria.



Assumptions

- Design vehicle is SU-40
- The project will not involve federal funding and does not require review under NEPA.
- The project will involve less than 100,000 square feet of ground disturbance and will not require a NHDES Alteration of Terrain Permit.
- Historic resource inventories will not be required. It is assumed that the existing bridge is not considered historic and there are no other historic properties within the project limits.
- It is assumed that the Town of Hooksett Martin's Ferry historic sign can be relocated.
- Preparation of a Stormwater Pollution Prevention Plan (SWPPP) and coverage under the NPDES Construction General Permit would be the contractor's responsibility and is not included in this scope of work.
- A bat acoustic survey is not included since it is assumed that tree clearing activities for construction can be scheduled during winter months or NLEB consultation can be completed under a streamlined review process.
- The project will not increase the base flood elevation and will not require review/approval from FEMA.
- Messer Brook is not mapped as Essential Fish Habitat for Atlantic salmon, so it is assumed that an Essential Fish Habitat assessment will not be required. The scope of work includes coordination with the National Marine Fisheries Service to confirm that consultation is not required.
- The limits of work will be at least 250 feet from the Merrimack River and a Shoreland Permit will not be required.
- Permit application and mitigation fees (if required) would be paid for by the Town and are not included in the cost estimate.
- Drilling activities can be completed on weekdays between the hours of 7 AM to 5 PM.
- No soil or groundwater contamination is present and drilling activities can be performed with OSHA Level D personal protective equipment (PPE). Special drilling procedures, equipment decontamination, drumming of cuttings, and off-site disposal services are excluded. Excess cuttings, if any, can remain on-site at a location acceptable to the Owner.
- Field sampling and laboratory testing for scour analyses are not included. These services, if requested, can be provided for an additional fee.
- Preparation of technical specifications, preparation and review of drawings, and construction phase geotechnical services are excluded from this scope. A scope and estimated fee for these services can be provided if requested.



-
- It is assumed that a CLOMR/LOMR will not be required at this time. It will depend on the hydraulic analysis. GM2 will do everything possible to avoid requiring a CLOMR/LOMR.
 - Bridge construction will include a road closure on Martins Ferry Road. Bridge construction inspection/monitoring hours are based on a six-week construction schedule for the bridge with 3 to 4 half days per week of on-site inspection.
 - Milestone Roadway Construction inspection/monitoring hours are based off a 4-month construction duration and 4 half day visits each month.

SUMMARY - BRIDGE FUNDING:

SB 401 BLOCK GRANT:	\$261,202
SB 401 BRIDGE AID:	\$284,294

SB 401 BLOCK GRANT:	\$261,202
---------------------	-----------

Martins Ferry Road/N. River Road Intersection:	\$261,202
------------------------------------------------	-----------

SB 401 BRIDGE AID:	\$284,294
--------------------	-----------

Bridge Aid Allocation:

Donati Pedestrian Bridge Footing Design and Installation:	\$30,000
-----------------------------------------------------------	----------

Lilac Crossing Bridge Inspection and Repairs:	\$40,000
-----------------------------------------------	----------

Martins Ferry Road/N. River Road Intersection:	\$214,294
------------------------------------------------	-----------

Martins Ferry Road/N. River Road Intersection - Total Funding:

Block Grant:	\$261,202
--------------	-----------

Bridge Aid (Assuming this becomes a Bridge Project):	\$214,294
------------------------------------------------------	-----------

Impact Fees:	\$300,000
--------------	-----------

Total:	\$775,496
--------	-----------

Martins Ferry Road Design Costs:	\$261,091
----------------------------------	-----------

SB 401 BLOCK GRANT funds:	\$261,202
Block Grant funds to remain following project:	\$111

Utilizing Bridge funding and Impact fees prior to a warrant article being approved will be problematic. If the project is not approved, those funds can't be used.

Use of impact fees will have to be tied to growth and the use may have to be approved by the Town Attorney



Town of Hooksett, NH
Martins Ferry Road Intersection Improvements Project RFP
No. 22-10 Fee Proposal - December 2022

1/26/2023

	Task	Project Manager	Lead Roadway Engineer	Lead Bridge Engineer	Senior Engineer	Hydraulic Engineer	Engineer	Senior Wetland Scientist	Wetland Scientist	Licensed Land Surveyor	CAD/D Technician	Survey Crew	Total Hours	Task Total Fee
1.00	Roadway Realignment													
1.01	Establish Design Criteria	1	1		2		2						6	\$ 829.00
1.02	Establish Roadway Typical Section		1		2						4		7	\$ 926.00
1.03	Design proposed roadway alignment		2		4		6				4		16	\$ 2,012.00
1.04	Design proposed roadway profile		2		4		8						14	\$ 1,772.00
1.05	Develop Critical Cross sections		2		4		12				8		26	\$ 3,052.00
1.06	Develop Conceptual Drainage	1	2		12		4						19	\$ 2,659.00
1.07	Revisions after Meeting	2	4		12		8				20		46	\$ 5,802.00
1.08	Preliminary Plan Submission	4	16		24						24		68	\$ 9,844.00
1.09	Address Town comments and plan revisions	1	4		16		12				20		53	\$ 6,631.00
1.10	Develop Roadway Details		4		4						16		24	\$ 3,132.00
1.11	Develop Drainage Details		2		8						16		26	\$ 3,304.00
1.12	Final Plan Submission	2	8		32						32		74	\$ 9,982.00
2.00	Bridge Design													
2.01	Riverine Hydrologic Analysis			1		20							21	\$ 3,660.00
2.02	Hydraulic Analysis for Bridge			2		60							62	\$ 10,780.00
2.03	Scour Analysis for Bridge			2		16							18	\$ 3,168.00
2.04	Floodplain Analysis			4		60							64	\$ 11,180.00
2.05	Develop Hydraulic Report			2		24							26	\$ 4,352.00
2.06	Existing Structure Evaluation (Stream Alignment, Safety)			6		8							14	\$ 2,584.00
2.07	Develop Design Loads			2			4						6	\$ 800.00
2.08	Design Timber Deck			4			8						12	\$ 1,600.00
2.09	Develop Timber Superstructure Details			4			8				8		20	\$ 2,480.00
2.10	Develop Substructure Layout			4			16						20	\$ 2,400.00
2.11	Design Abutment Walls			8			32						40	\$ 4,800.00
2.12	Design Piles			4	8		12						24	\$ 3,144.00
2.13	Develop Concrete Masonry and Reinforcing Details			4			20				12		36	\$ 4,120.00
2.14	Prepare Form 4 (Bridge Load Rating)			4			8						12	\$ 1,600.00
2.15	Geotechnical Investigation				65								65	\$ 9,295.00
2.16	Stream Channel Design				24		24	4					52	\$ 6,384.00
3.00	Environmental Permitting													
3.01	Wetland Delineation & Stream Crossing Assessment							14	28				42	\$ 4,172.00
3.02	Endangered Species Coordination		2					12	14				28	\$ 3,176.00
3.03	Cultural Resource Review	1	1					10	8				20	\$ 2,363.00
3.04	NHDES Wetlands Permit	1	6	2			10	70	26		4		119	\$ 14,923.00
3.05	USACE Section 404 Permit		2	2			4	22	12		2		44	\$ 5,416.00
3.06	Section 401 Water Quality Certification		2	2			4	28	12		2		50	\$ 6,244.00
4.00	Right of Way Survey													
4.01	Land Record Research									8	4		12	\$ 1,872.00
4.02	Establishment of Control											4	4	\$ 860.00
4.03	Detailed Existing Conditions Survey											40	40	\$ 8,600.00
4.04	Detail Sewer and Drain Structures											4	4	\$ 860.00
4.05	Microstation Drafting										24		24	\$ 2,640.00
4.06	Abstracting (ROW and Boundary)									2	4		6	\$ 798.00
4.07	LS Review/Oversight/Coordination/Plotting									4			4	\$ 716.00
5.00	Safety Improvements													
5.01	Investigate alternative solutions		2		8								10	\$ 1,544.00
6.00	Utility Analysis and Design													
6.01	Analyze Utility Conflicts	1	2		8						8		19	\$ 2,567.00
6.02	Sewer Design	4			24		40						68	\$ 8,004.00
7.00	Preparation of Plans, Specifications and Details													
7.01	Preparation of Plans, Specifications and Details	2	4	4			32						42	\$ 5,086.00
8.00	Assist The Town in Contractor Selection													
8.01	Bid Tabulation	1	2				4						7	\$ 943.00
8.02	Contractor Reference Check/Contractor Recommendation	2			8								10	\$ 1,430.00
9.00	Construction Monitoring/Inspection Work													
9.01	Testing Review				16								16	\$ 2,288.00
9.02	Contract Documents	1			8		32						41	\$ 4,487.00
9.03	RFI Responses	2	8		8								18	\$ 3,030.00
9.04	Monitoring/Inspection			12			148						160	\$ 17,200.00
10.00	Meetings													
	Bid Opening Meeting	2	2										4	\$ 686.00
	Preconstruction Meeting	2	2				4						8	\$ 1,086.00
	Site Inspections Meetings (1)	2											2	\$ 286.00
	Project Management Meetings (1)	2											2	\$ 286.00
	Concept Review Meeting	2	4		8								14	\$ 2,230.00
	Town Council Meetings (3)	6	6				8						20	\$ 2,858.00
	Resource Agency Meetings (3)	7	8					9					24	\$ 3,843.00
	USACE/NHDES Public Hearing (1)	3	3					10					16	\$ 2,409.00
	Contractor Prequalification Meeting	2											2	\$ 286.00
	Hours by GM2 Staff	54	104	73	309	188	470	179	100	14	212	48	1749	
	GM2 Staff Direct Labor	\$ 7,722.00	\$ 20,800.00	\$ 14,600.00	\$ 44,187.00	\$ 32,524.00	\$ 47,000.00	\$ 24,702.00	\$ 8,000.00	\$ 2,506.00	\$ 23,320.00	\$ 10,320.00		\$ 235,681.00
DIRECT COSTS														
	Police Detail													\$ 400.00
	Geotechnical-Subsurface Drilling Contractor													\$ 13,000.00
	Phase IA/IB Archaeological Survey (IAC)													\$ 11,600.00
	Travel													\$ 410.00
	Reproduction/Postage													
Total Task 1.00 =														\$ 261,091.00

	Average Hourly Rate (Hourly Rates)	\$ 143.00	\$ 200.00	\$ 200.00	\$ 143.00	\$ 173.00	\$ 100.00	\$ 138.00	\$ 80.00	\$ 179.00	\$ 110.00	\$ 215.00		
	Labor	\$ 7,722.00	\$ 20,800.00	\$ 14,600.00	\$ 44,187.00	\$ 32,524.00	\$ 47,000.00	\$ 24,702.00	\$ 8,000.00	\$ 2,506.00	\$ 23,320.00	\$ 10,320.00		\$ 235,681.00
	Labor Overhead & Profit													\$ 235,681.00
	DIRECT COSTS													
	Direct Expense total													\$ 25,410.00
	Direct Cost Total													\$ 25,410.00
There is no rented equipment anticipated for the project.														
Total Cost =														\$ 261,091.00





Town Council
STAFF REPORT



To: Town Council
Title: Annual Update from the Parks and Recreation Advisory Board - Andy Janosz, Chair
Meeting: Town Council - 08 Feb 2023
Department: Administration
Staff Contact: Leann McLaughlin, Project Coordinator

BACKGROUND INFORMATION:

Hooksett's Town Charter requires Town Boards and Committees to come before Town Council annually and report on their activity. The Parks and Recreation Advisory Board have requested February 8th to formally brief the council on the Board's efforts, answers questions and promote coordination between the two bodies.

RECOMMENDATION:

Listen to an update from the Parks and Recreation Advisory Board.

TOWN ADMINISTRATOR'S RECOMMENDATION:

Town council can take the opportunity to request that the Park and Recreation Advisory Committee examine creating recreational opportunities on the west side of the river.

Town Council
STAFF REPORT



To: Town Council
Title: To accept a donation totaling \$150.00 from George and Daniel Bureau to the Town of Hooksett for the Family Services Department per RSA 31:95-b,III(b)
Meeting: Town Council - 08 Feb 2023
Department: Family Services
Staff Contact: Peter Flynn, Family Services Director

FINANCIAL IMPACT:

Ongoing contribution from the Bureau family for assistance to needy families through the Family Services Department.

RECOMMENDATION:

To accept donated funds

SUGGESTED MOTION:

To accept donation totaling \$150.00 from George and Daniel Bureau to the Town of Hooksett for the Family Services Department per RSA 31:95-b, III(b)

TOWN ADMINISTRATOR'S RECOMMENDATION:

Concur with the suggested motion

Town Council STAFF REPORT



To: Town Council
Title: Hackett Hill Road/Rte. 3A intersection and the Main Street/Rte. 3A. intersection State Project #43851. Provide the Town Administrator with a "Certificate of Authority" that provides him with the authority to sign the Project Agreement Between the Town and the State of New Hampshire for the Engineering and Construction of the Hackett Hill Road/Rte. 3A intersection and the Main Street/Rte. 3A. intersections.
Meeting: Town Council - 08 Feb 2023
Department: Community Development
Staff Contact: Bruce Thomas, Town Engineer

BACKGROUND INFORMATION:

Provide the Town Administrator with a "Certificate of Authority" that provides him with the authority to sign the Project Agreement Between the Town and the State of New Hampshire for the Engineering and Construction of the Hackett Hill Road/Rte. 3A intersection **and** the Main Street/Rte. 3A intersection. The agreement document is attached.

The description of the project funding in the agreement is "to reconstruct two intersections", (Hackett Hill Road/Rte. 3A intersection and the Main Street/Rte. 3A. intersection). The agreement includes:

- Preliminary Engineering and ROW Costs with a local match of 33%.
- Construction and Construction Engineering Costs with a local match of 10%.

The average local match for the entire project is about 17%. The agreement is set up for \$4,000,000. If it is decided to construct both intersections, I doubt that this funding is sufficient and will likely have to be addressed in the future.

The current local match is noted as \$703,333.34. This can be covered by the Granite Woods impact fees.

Contracts for the design and construction will be signed following the appropriate RFP procedures as dictated by the Administrative Code and the State of New Hampshire.

FINANCIAL IMPACT:

None

POLICY IMPLICATIONS:

None

RECOMMENDATION:

To approve of the Town Administrator to sign the State Highway Aid and Federal Aid Programs Project Agreement for the Hackett Hill Road/Rte. 3A intersection and the Main Street/Rte. 3A intersection project also known as State Project #43851, and to provide a Certificate of Authority to that effect.

SUGGESTED MOTION:

Motion to approve of the Town Administrator to sign the State Highway Aid and Federal Aid Programs Project Agreement for the Hackett Hill Road/Rte. 3A intersection and the Main Street/Rte. 3A intersection project also known as State Project #43851 and to provide a Certificate of Authority to that effect.

TOWN ADMINISTRATOR'S RECOMMENDATION:

Concur with the suggested motion. Town Council, by approving the signing of this Certificate of Authority, will allow Hooksett to move forward with starting the Hackett Hill/Rt. 3A and Rt.3A/Main Street NHDOT 10 Year Highway Improvement Project.

ATTACHMENTS:

[001 Agreement with State - Hackett Hill Road](#)

[003 Certificate of Authority](#)

The Attorney General's Office has approved this template for use on August 25, 2021.

**STATE HIGHWAY AID AND FEDERAL AID PROGRAMS
PROJECT AGREEMENT
FOR**

TOWN OF HOOKSETT

STATE PROJECT #: 43851
FEDERAL PROJECT #: X-A005(241)
PROJECT SPONSOR UNIQUE ID #: TM2JMW533M/J9
STATE VENDOR #: 177412

THIS AGREEMENT, is made and entered into this ____ day of _____, 2023, between the State of New Hampshire, acting through its Department of Transportation, hereinafter called the "DEPARTMENT", and the TOWN OF HOOKSETT, hereinafter called the "PROJECT SPONSOR".

WHEREAS, the DEPARTMENT and the PROJECT SPONSOR have determined that a project to reconstruct 2 intersections: NH 3A / Hackett Hill Road and NH 3A / Main Street in the Town of Hooksett is an eligible project for funding under the State Highway Aid Program and Federal Highway Aid Program created under the Federal Bipartisan Infrastructure Law (BIL); and

WHEREAS, the DEPARTMENT has established Project #43851 (the "Project") for the aforesaid project, with the project funding and target ad year as represented in the table below; and

Programmed Year of Advertisement 2026	Participating Federal Share	Participating State Share	Participating Local Share	Additional Non- Participating Funds	Total Budget
**Preliminary Engineering & Right of Way Phase Costs	\$0.00	\$797,760.91 (66.67%)	\$398,880.46 (33.33%)	\$0.00	\$1,196,641.37
***Construction and Construction Engineering Costs	\$1,988,265.64 (80%)	\$248,533.21 (10%)	\$248,533.21 (10%)	\$0.00	\$2,485,332.05
	Federal	State	Local	Non- Participating	Grand Total
Sub Totals	\$1,988,265.64	\$1,046,294.12	\$647,413.65	\$0.00	\$3,681,973.42
Inflated Totals	\$2,160,000.00	\$1,136,666.68	\$703,333.34	\$0.00	*4,000,000.02

*The Total Budget shown is the latest approved estimate cost year of FY 2022, inflated at 2.8% per year for 3 years.

**Preliminary Engineering and Right of Way funded 2/3rd State funds and 1/3rd local funds

***Construction and Construction Engineering funded 80% Federal funds, 10% State TTC, and 10% Local Funds.

Additional Administrative Documentation Information: If this information is not available at the time of the Agreement signing, documentation will be sent to the PROJECT SPONSOR by the DEPARTMENT as soon as the information is available:

FEDERAL FAIN #: Not applicable until Construction Phase
CFDA # 20.205 and DESCRIPTION: Highway Planning and Construction
SUBAWARD Period of performance start date: Not available yet
SUBAWARD Period of performance end date: Not available yet
NHDOT Managed: Yes _____ No x
NHDOT Indirect Cost Rate: N/A x 10% _____
Is award Research & Development: Yes _____ No x

WHEREAS, the PROJECT SPONSOR has previously submitted an Application to sponsor the Project (the "Application") and the DEPARTMENT has accepted the Application; and

WHEREAS, the Application, by reference, is hereby incorporated and made a part of this AGREEMENT; and

WHEREAS, the PROJECT SPONSOR desires to act as Sponsor and Manager of the Project; and

WHEREAS, the DEPARTMENT desires to cooperate with the PROJECT SPONSOR in accomplishing the Project;

NOW, THEREFORE, in consideration of the above premises and in further consideration of the agreement herein set forth by and between the parties hereto, it is mutually agreed as follows:

I. DUTIES AND RESPONSIBILITIES OF THE PROJECT SPONSOR:

- A. The PROJECT SPONSOR shall comply with all Federal and State of New Hampshire laws and rules, regulations, and policies as applicable under the Federal-aid Highway Program for Federal Aid Construction Contracts.
- B. The PROJECT SPONSOR shall manage the design, environmental study, right-of-way acquisition and construction of the Project. This management is described in the current version of the DEPARTMENT's document titled "Local Public Agency Manual for the Development of Projects", as it may be amended from time to time, and, by reference, is hereby made a part of this AGREEMENT.
- C. The PROJECT SPONSOR shall provide or cause to provide for both the maintenance of the Project during construction and subsequent maintenance of all Project elements together with the maintenance of sidewalks, which includes winter snow and ice removal in accordance with the requirements of 23 CFR 1.27 and 28 CFR 35.133, once the work under this AGREEMENT is completed. Unless agreed otherwise at Project completion, the DEPARTMENT's maintenance responsibility shall be no greater than that which exists within the proposed Project limits on state-maintained routes: NH 3A, Hackett Hill Road, and Main Street prior to the start of construction. Should operational adjustments be necessary, the PROJECT SPONSOR agrees that no changes will be made without prior approval of the DEPARTMENT and the Federal Highway Administration.
- D. The PROJECT SPONSOR shall submit Preliminary Engineering and Right-of-Way invoices to the DEPARTMENT for reimbursement of its share of the amounts paid for preliminary engineering, environmental studies, right-of-way expenses, and bid phase services at the end of the design phase according to the DEPARTMENT's document titled "New Hampshire Department of Transportation Process for Municipally-Managed State Highway Aid Program Projects", as it may be amended from time to time, and by reference is hereby incorporated and made a part of this AGREEMENT. The PROJECT SPONSOR shall submit monthly progress reports and invoices for the federally funded construction phase portion of the project to the DEPARTMENT for reimbursement of its share of the amounts paid to construction engineering and construction contractors for the performance of the work set forth in the Application or agreed upon at the scoping meeting. The invoice structure shall include details of work completed consistent with the Scope of Work as defined in the Application, as well as backup information to support the charges. The PROJECT SPONSOR shall certify that all invoices properly represent payment for work that has been completed and paid for by the PROJECT SPONSOR.

- E. The PROJECT SPONSOR is required to maintain all project and financial records pertinent to the development of the Project for three (3) years beyond the date of the DEPARTMENT's final voucher. The DEPARTMENT will send a letter to the PROJECT SPONSOR with the date of this approval. If there is a failure to maintain this documentation, NHDOT and/or Federal Highway Administration could take an action up to and including requesting a refund of all reimbursed project costs. Any and all of these project and financial records must be made available to the DEPARTMENT and Federal Highway Administration at their request.
- F. The PROJECT SPONSOR shall defend, indemnify and hold harmless the DEPARTMENT and its officials, agents and employees from and against any and all claims, liabilities or suits arising from (or which may be claimed to arise from) any act or omission of the PROJECT SPONSOR or its subcontractors in the performance of this AGREEMENT. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State of New Hampshire or the DEPARTMENT, which immunity is hereby reserved. This covenant shall survive the termination of this AGREEMENT.
- G. Non-Discrimination:
 - 1. The PROJECT SPONSOR agrees, for itself, its assignees and successors in interest, that it will comply with Title VI of the Civil Rights Act of 1964, (referred to as the ACT), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Part 21, (referred to as the "REGULATIONS"), the Federal-aid Highway Act of 1973, and other pertinent directives, to the end that no person shall on the grounds of race, color, religion, national origin, sex, age, sexual orientation, disability or handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the PROJECT SPONSOR receives Federal financial assistance extended by the State of New Hampshire. The ACT and the REGULATIONS are herein incorporated by reference and made a part of this AGREEMENT. This AGREEMENT obligates the PROJECT SPONSOR for the period during which Federal financial assistance is extended.
 - 2. The PROJECT SPONSOR hereby gives assurance as required by subsection 21.7(a)(1) of the REGULATIONS that it will promptly take any measures necessary to effectuate this AGREEMENT, including but not limited to the following specific assurances:
 - a. That each "program" and each "facility" as defined in subsections 21.23(c) and 21.23(v) of the REGULATIONS will be conducted or operated in compliance with all requirements of the REGULATIONS.
 - b. That the PROJECT SPONSOR shall insert the following notification in all solicitations for negotiated agreements or bids for work or material made in connection with this Project: *The PROJECT SPONSOR hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, national origin, sex, age, sexual orientation, disability or handicap in consideration for an award.*
 - c. That the PROJECT SPONSOR shall not discriminate on the basis of race, color, religion, national origin, sex, age, sexual orientation, disability or handicap in the award and performance of any DEPARTMENT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The

PROJECT SPONSOR shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DEPARTMENT-assisted contracts. The DEPARTMENT's DBE program, as required by 49 CFR part 26 and as approved by the United States Department of Transportation, is incorporated by reference in this AGREEMENT. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this AGREEMENT. Upon notification to the PROJECT SPONSOR of its failure to carry out its approved program, the DEPARTMENT may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*

- d. That the PROJECT SPONSOR shall include the following assurance in each contract signed with a contractor and each subcontract the prime contractor signs with a subcontractor: *The contractor or subcontractor shall not discriminate on the basis of race, color, religion, national origin, sex, age, sexual orientation, disability or handicap in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DEPARTMENT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of the contract or such other remedy, as the recipient deems appropriate.*
3. The PROJECT SPONSOR shall insert a copy of the required provisions of Federally-assisted construction contracts in accordance with Executive Order 11246, Equal Employment Opportunity, and 41 CFR Part 60-4, Affirmative Action Requirements, in each contract entered into pursuant to this AGREEMENT. Required Federal contract provisions can be obtained through the DEPARTMENT's Labor Compliance Office (271-6612) or Online at: <http://www.nh.gov/dot/org/administration/ofc/documents.htm>
- H. The PROJECT SPONSOR certifies by entering into this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency or political subdivision of the State of New Hampshire. The term "principal" for purposes of this Agreement means an officer, director, key employee or other person with primary management or supervisory responsibilities, or a person who has critical influence on or substantive control over the operations of the PROJECT SPONSOR. The PROJECT SPONSOR also certifies that it will verify the state and federal suspension and debarment status for all parties (consultant/vendor/contractor, etc.) receiving funds under this Agreement as a sub-Agreement and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred party. The PROJECT SPONSOR shall immediately notify the Department if any sub-Agreement party is debarred or suspended, and shall, at the DEPARTMENT'S request, take all steps required by the State to terminate its sub-Agreement relationship with the party for work to be performed under this Agreement.
- I. If the PROJECT SPONSOR defaults or fails to fulfill any part of this AGREEMENT, the PROJECT SPONSOR shall be required to reimburse the DEPARTMENT and/or the Federal Highway Trust Fund for all funds expended under this Project.

II. DUTIES AND RESPONSIBILITIES OF THE DEPARTMENT:

- A. The DEPARTMENT shall review the Project engineering plans, environmental documents and contract documents applicable to the Federal Highway Administration and State of New Hampshire requirements for a Federally funded project and submit appropriate documentation to the Federal Highway Administration to receive Federal approval.
- B. The DEPARTMENT shall reimburse its share to the PROJECT SPONSOR after receipt and approval of properly documented invoices that have been certified by the PROJECT SPONSOR as properly representing work that has been completed and paid for by the PROJECT SPONSOR.
- C. The DEPARTMENT shall use its best efforts to obtain authorization of the Project from the Federal Highway Administration.

III. IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE DEPARTMENT AND THE PROJECT SPONSOR:

- A. That the PROJECT SPONSOR will not incur any Project costs nor enter into any agreement with any third party, including but not limited to consultants, contractors, or engineers until such time that it receives a written notice to proceed from the DEPARTMENT to do so.
- B. That the maximum amount of funds available for this Project for reimbursement under this AGREEMENT from the DEPARTMENT shall be as set forth in the Table on page 1. As the scope of the Project is finalized, should the costs for the Project exceed the amount budgeted, the DEPARTMENT agrees to review Project costs for consideration of additional funding. Neither the DEPARTMENT nor the Federal Highway Administration will be responsible for any expenses or costs incurred by the PROJECT SPONSOR under this AGREEMENT in excess of the above amounts unless the DEPARTMENT expressly authorizes additional funding prior to the work being performed.
- C. That the PROJECT SPONSOR shall invoice the DEPARTMENT for incurred Preliminary Engineering and Right-of-Way cost according to Paragraph ID noted above. The PROJECT SPONSOR shall invoice the DEPARTMENT for incurred Construction and Construction Engineering costs on a monthly basis. The DEPARTMENT will process all invoices for payment in an expeditious manner.
- D. That the PROJECT SPONSOR agrees to commence the PROJECT within 6 months of AGREEMENT execution date noted in the first paragraph of page 1. The PROJECT SPONSOR agrees to complete the Preliminary Engineering (PE) Phase of the PROJECT on or BEFORE December 31st of the Programmed Year of Advertisement date noted in the table on page 1, unless earlier terminated as provided herein. The PROJECT SPONSOR may apply to the DEPARTMENT for an extension to either the START or END date. Such application for extension must be made in writing, providing an explanation of the reasons for the delay, and proposing a revised schedule. Failure to meet any deadline without good cause or failure to submit an extension request may cause the DEPARTMENT to cancel its participation in this Project at its sole discretion, in which case any remaining funds will be forfeited. The PROJECT SPONSOR is responsible for informing and coordinating a new Project completion date that will need to be approved by the DEPARTMENT if any condition arises that may result in either deadline being unattainable.

- E. That the PROJECT SPONSOR will attend a meeting with the DEPARTMENT's representative after signing this AGREEMENT to discuss the Project's scope, budget and schedule. The PROJECT SPONSOR will subsequently provide a schedule showing project milestones with dates. Failure to meet these dates could delay funding for construction.
- F. This AGREEMENT may be amended to incorporate changes in project scope, schedule, and/or budget that may arise through the development and design stages of the project, pursuant to approval by the Governor and the Executive Council as Item No. 47 on March 23, 2022. Such amendments will be effective upon execution of an instrument in writing signed by both parties hereto. Otherwise, this AGREEMENT may be amended, waived or discharged only by an instrument in writing signed by the parties hereto, and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.
- G. That this AGREEMENT is contingent upon the appropriation of sufficient funds from the State of New Hampshire Legislature and/or the Federal Highway Administration. If sufficient funds are not appropriated, the DEPARTMENT may terminate this AGREEMENT upon thirty (30) days' written notice to the PROJECT SPONSOR. Such termination shall relieve the DEPARTMENT and the PROJECT SPONSOR from obligations under this AGREEMENT after the termination date.
- H. Pursuant to authorization by the Governor and Executive Council, as Item No. 47 on March 23, 2022, this AGREEMENT is effective upon the date shown on page one of this AGREEMENT. The DEPARTMENT will include this AGREEMENT in its annual report to the Governor and the Executive Council on the status of all active Federal Local Public Agency (LPA) projects.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT on the date first written above,

**NEW HAMPSHIRE DEPARTMENT
OF TRANSPORTATION**

TOWN OF HOOKSETT

By: _____
William J. Cass, PE
Commissioner
State of New Hampshire
Department of Transportation

Signature: _____
Name (typed) _____
Title: _____



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 enter into an agreement for project funding with the State of New Hampshire for the reconstruction of the Hackett Hill Road/Route 3A intersection, and the Main Street Route 3A intersection.
2. and further authorizes the Town Administrator to sign any documents which may be necessary for this Agreement;
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 Garron, Town Administrator

IN WITNESS WHEREOF, I have hereunto set my hand as the Chairman the ____ day of February, 2023.

James Sullivan, Chairman

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

On this the ____ day of February, 2023, before me _____,
the undersigned officer, personally appeared James Sullivan, who acknowledged their
self to be the Chairman of the Hooksett Town Council, being authorized to do so,
executed for foregoing instrument for the purpose therein contained.

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

**Town of Hooksett
Town Council Non- Meeting Minutes
Monday, January 9, 2023**

The Hooksett Town Council met on Monday, January 9, 2023, at 7:11 in the Hooksett Municipal Building.

Town Council had a Non-Meeting with Town Counsel prior to the start of the meeting.

CALL TO ORDER

Vice Chair T. Tsantoulis called the meeting of 09 January 2023 to order at (7:11) pm.

PROOF OF POSTING

Human Resource Coordinator Donna Fitzpatrick provided proof of posting.

ROLL CALL

In Attendance: Councilor Timothy Tsantoulis, Councilor Alex Walczyk, Councilor Randall Lapierre, Councilor Roger Duhaime, Councilor Keith Judge, Councilor David Ross.

Absent: James Sullivan, Councilor John Durand, Councilor David Boutin

PLEDGE OF ALLEGIANCE

NEW BUSINESS

9.1. Town of Hooksett and IAFF Local 3264 CBA Contract Effective July 1, 2023

R. Lapierre motioned to accept the tentative agreement between the Town of Hooksett and Hooksett Permanent Fire Fighters Association Local 3264 IAFF Effective July 1, 2023, through June 30, 2024; seconded by K. Judge.

R. Lapierre- the majority of our discussion was made earlier with our attorney; it at least gets us to next year we will negotiate a longer term.

D. Ross- we all have felt the budget impacts at home and one of the things that I have a difficult time here, and I am torn between 2 duties as serving the community. However, what I see here I feel is asking a little too much from the taxpayers, and for monetary reasons only to the taxpayers I am not in favor of this. If this is approved, it will be apart of the default for years to come. This is not just a 1- year increase. This will increase beyond. I was serving here years back and back then had years of zero increases and we have not had that in a while.

R. Duhaime- I support my Fire Department, and I take pride in my Fire department, but this increase is higher than any other department in Town and I cannot support it. Costs are increasing all around for anyone, and I think the increases should be fair and the same across the board.

43 T. Tsantoulis- if this were not a 1-year contract given what the initial amount is I would not be in favor of
44 this. I am hoping that we will all be in a better position in the coming year to negotiate a better contract.
45 We are here to keep tax bills down but also balance the services they are accustomed to receiving.

46

47 **Roll Call Vote #2**

48 **R. Duhaime Nay**

49 **J Durand NP**

50 **D. Ross Nay**

51 **R. Lapierre Aye**

52 **A. Walczyk Aye**

53 **D. Boutin NP**

54 **K. Judge Aye**

55 **T. Tsantoulis Aye**

56 **J. Sullivan NP**

57

58 **Vote in favor 4-2**

59

60 S. Miller- Thank you for your support in this. We appreciate your honesty. We look forward to providing
61 you with the services the Town expects.

62

63 R. Lapierre- how did your union vote on this?

64

65 S. Miller- they were in favor.

66

67 T. Tsantoulis- we will not have our meeting on Wednesday we will return to our normal meeting the
68 following week.

69

70 **PUBLIC INPUT**

71

72 M. Horne 1 Monroe Drive- I am here to urge the council to look at the office of the Town Clerk office
73 and fix it. Prior to July residents could go to 1 office and register their vehicle and boat, register their
74 dog, and change their mailing address at the same office at the same time. I smize this can happen
75 again if a Town Clerk is appointed. I think you should co-locate the office in the Tax office again. The
76 tax office staff are trained in how to receive in and process paperwork. There is enough space to
77 accommodate the staffing. We are a service organization, and we should look at it at taxpayers' point of
78 view. I know someone is interested in being appointed.

79

80 ***R. Lapierre motioned to nominate and appoint Karina Towne to the office of Town Clerk;***
81 ***seconded by K. Judge.***

82

83 R. Lapierre- I have a statement from her, that I can read. She is interested in the position. She has
84 been in touch with former TC Todd Rainer, and he has agreed to bring her up to speed. If I may I can
85 read her statement.

86

87 *Karina Towne*

88 *80 Pine Street*

89

90 *Sorry I was unable to attend tonight. I just wanted to let you all know a little bit about myself. I was*
91 *raised in Hooksett and attended all of the Hooksett schools. My husband, daughter and I moved to*
92 *Manchester for a short period of time but wanted to be back in Hooksett before our daughter started*

93 Kindergarten. For the past 10 years or so I have spent much of my time volunteering and being
 94 involved in the Hooksett community. I have spent many years volunteering in the Hooksett schools, on
 95 the PTA, various sports boards and working the elections. Currently I am the secretary of the HYAA
 96 board, the Fundraising Coordinator of the Hooksett Lacrosse Board and Manchester North Soccer
 97 Board and the Volunteer Coordinator at Hooksett Memorial School. I also do a lot of the organization
 98 for youth soccer, indoor and outdoor and coach with my husband. I am interested in fulfilling the vacant
 99 Town Clerk position. As Town Clerk I plan to bring a dedication and attention to detail that will improve
 100 the level of service and represent the best interests of the residents of Hooksett. With my positive
 101 attitude, determination, experience and new ideas I believe I would be a great candidate for this
 102 position. I appreciate your time and consideration.

103
 104 D. Ross- we have reasons for rules and procedures. We have no documentation in front of us. This is
 105 an important position in Town. We should not be going outside the realm of the normal way of doing
 106 business. There is a procedure here that we need to follow.

107
 108 R. Lapierre- that process is for volunteer positions and not for elected officials, why is she any different
 109 than you.

110
 111 T. Tsantoulis- I have to agree with D. Ross. I was not here at the last meeting, and I hear we are
 112 looking to fill the position. I think we should give more time to get more interest.

113
 114 R. Duhaime- we have not been able to get anyone to fill this position. I think if we have someone
 115 interested then we need to get it done and move on this. It is very hard to fill positions.

116
 117 A. Garron- yes, we have to fill positions. I field the phone calls as to why the position is unfilled. It was a
 118 tough election year, yes, they had health issues, but they also had to learn and fill a position quickly
 119 and felt very underappreciated and took a lot of heat for their time here. We have always had
 120 experienced clerks, and now we don't and there are things that can only be done by the clerk. There is
 121 a sense of urgency.

122
 123 R. Lapierre- thank you for saying urgency. We have signs at Town Hall that says the TC office is closed
 124 indefinitely is a concern, and that's why I brought it forward at this meeting and not wait for an agenda.

125
 126 A. Walczyk- I appreciate the concerns for processes and procedures. But I think when there is an
 127 urgency, we need to be flexible. It is a very important position. It is January and Town meeting is
 128 coming and the election is coming. Whoever takes the role, 1 week more will help.

129
 130 T. Tsantoulis- lets hear what K. Judge says and then we can take a vote.

131
 132 K. Judge- I am in favor of this motion, the elections are coming, and an additional week will help assist
 133 them.

134
 135 **Roll Call Vote #3**

136 **D. Boutin NP**

137 **D. Ross Nay**

138 **A. Walczyk Aye**

139 **J. Durand NP**

140 **R. Duhaime Aye**

141 **T. Tsantoulis Aye**

142 **R. Lapierre Aye**

143 **K. Judge Aye**

144 **J. Sullivan NP**

145

146 **Vote in favor 5-1**

147

148 A. Garron- the biggest push back I have heard is when is the office open. People still even get
149 confused that we are closed for a half day on Friday. Whoever takes the office over needs to be able to
150 have hours and stick to them. We need continuity in the schedule.

151

152 D. Ross- I see the crane construction material being delivered to Depot Street. They tell me that
153 equipment came down Martins Ferry Road and it is a restricted road. The equipment and trucks were
154 well over the weight limit. Someone has to be in charge here. We have code enforcement and the
155 Planning Board, and someone needs to be in charge. How did they allow these trucks and equipment
156 to go over these roads. They could have used another road. We know we have issues on these roads,
157 and we are sending these over weighted trucks over it. The point being that they didn't care about the
158 signs and went over the roads anyway.

159

160 **ADJOURNMENT**

161

162 ***R. Lapierre motioned to adjourn the meeting at 7:45pm. Seconded by K. Judge***

163

164 ***All in favor 6-0***

165

166 Respectfully submitted,

167

168 *Alicia Jipson*

169

170 Alicia Jipson

171 Recording Clerk

172

**Town of Hooksett
Town Council Meeting Minutes
Wednesday, January 18, 2023**

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47

The Hooksett Town Council met on Wednesday, January 18, 2023, at 5:30 in the Hooksett Municipal Building.

CALL TO ORDER

Chair Sullivan called the meeting of 18 Jan 2023 to order at (6:12) pm.

PROOF OF POSTING

Human Resource Coordinator Donna Fitzpatrick provided proof of posting.

ROLL CALL

In Attendance: Councilor James Sullivan, Councilor Timothy Tsantoulis, Councilor Alex Walczyk, Councilor Randall Lapierre, Councilor David Boutin, Councilor John Durand, Councilor David Ross (left at 8:20) , and Councilor Roger Duhaime (arrived at 6:12)

Absent: Councilor Keith Judge

J. Sullivan motioned to enter NON-PUBLIC SESSION #1 NH RSA 91-A:3 II a.; seconded by R. Lapierre.

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

Roll Call Vote #2

R. Duhaime NP

J Durand Aye

D. Ross Aye

R. Lapierre Aye

A. Walczyk Aye

D. Boutin Aye

K. Judge NP

T. Tsantoulis Aye

J. Sullivan Aye

Vote in favor 7-0

J. Sullivan motioned to leave non-public session of January 18, 2023, at 6:09 pm; seconded by D. Boutin.

Vote in favor 7-0

R. Lapierre motioned to seal the minutes of January 18, 2023; seconded by D. Boutin.

48 **Roll Call Vote #4**

49 **A. Walczyk Aye**

50 **R. Lapierre Aye**

51 **D. Ross NP**

52 **R. Duhaime NP**

53 **J. Durand Aye**

54 **K. Judge NP**

55 **T. Tsantoulis Aye**

56 **D. Boutin Aye**

57 **J. Sullivan Aye**

58

59 **Motion passed 6-0**

60

61 **PLEDGE OF ALLEGIANCE**

62 Those able stood for the pledge of allegiance.

63

64 **SPECIAL RECOGNITION**

65

66 **9.1 Hooksett Municipal Employee**

67

68 **New Hires**

69 • Cameron Perkins, PW full-time truck driver/laborer DOH 12/12/2022

70 • Clark Craig, PW full-time truck driver/laborer DOH 01/03/2023

71 • Sean Spreen, Fire-Rescue Firefighter-EMT DOH 01/09/2023

72 • Kerri Kenneson, Fire-Rescue Firefighter-EMT DOH 01/09/2023

73 • Dylan Silva, Fire-Rescue Firefighter-EMT DOH 01/09/2023

74 • Robert Santilli, PW full-time truck driver/laborer DOH 01/03/2023

75

76 **End Employment**

77 • Michael Winslow, PW full-time Laborer 12/16/2022

78 • Brian Williams, Police Detective 01/02/2023

79 • Peter Flynn, Family Services Director 01/19/2023

80

81 **PUBLIC INPUT - 15 MINUTES**

82

83 K. Kelley 10 Gullane Road- I'm here in regard to a noise complaint. It is the Oscar Barn that I am
84 having issues with. The noise is so deafening it shakes the house. They had a festival this weekend
85 that went on all weekend. It has kept my children up all weekend. I asked them to turn down the rear
86 speakers at least and she laughed and mocked me and said she did not have to turn down the music
87 until 10pm and I know that was not the agreement that was made by the Town.

88

89 B. Lazard 3 Gullane Road- I was at the PB hearings when they were trying to get their approvals. We
90 heard no external speakers, only acoustic music on the deck. Their website shows speakers on the
91 deck. Everything that gentleman told us that they were or were not going to do is thrown out the window
92 and we have no recourse. I lived at 10 Gullane Road and moved down a few houses and my house
93 shakes. We called the police and they said there was nothing they could do until 10pm.

94

95 J. Sullivan – the TA is taking down some notes. He will address your concerns and we will gather more
96 information.

97

98 B. Lazard - one of my concerns after speaking to the code enforcement officer that because they are
99 ag-tourism, and they pretty much have full reigns. It is very frustrating.

100

101 K. Kelley- every once in a while, I did not mind it in the summer, but over this weekend it was so loud
102 and disruptive that I had to hold my child back from school because he had no sleep, that is
103 unacceptable. The RSA says you are not to make noise that disrupts your neighbors.

104

105 A. Garron – there have been other concerns raised, we are aware of it. We will be looking at the site
106 plan approval and the conditions that were put in place and make sure that they adhere to the
107 restrictions.

108

109 D. Boutin motioned to direct TA Garron to look into the Zoning ordinance to see if it might be amended
110 to prohibit this type of activity in a residential area. NO second to the motion.

111

112 B. Lazard – one of the issues I see, I was at the meeting, even though it was stated that he would only
113 have acoustic music on the deck it was not included in his approval, somehow it got missed and he is
114 working in the effect that it was a condition of the approval.

115

116 K. Kelley- She has made it clear she has no intentions of stopping. What should I do when my kids are
117 kept up on a school night and cannot sleep.

118

119 A. Garron- call the police so they can log the complaints.

120

121 R. Duhaime- we have a lot of planning issues and we only have 1 man addressing code enforcement
122 issues. We need another CEO.

123

124 **SCHEDULED APPOINTMENTS**

125

126 **11.1 Eagle Scout Project - Benches by Sam Danforth, Troop 603**

127

128 S. Danforth- I will be building some benches to be placed in the town parks. They will go into Lamberts,
129 Veterans, Pinnacle, and Fraser Park. I've been living in the town for a while, and I thought it'd be a
130 good project.

131

132 D. Ross- what is the wood product you will use? And will they be anchored down?

133

134 S. Danforth- pressure treated pine, and no, they will not be anchored but could be.

135

136 R. Duhaime- how are you funding this?

137

138 S. Danforth- I will be selling Krispy Crème Doughnuts and I am looking to raise \$1,200.

139

140 ***D. Boutin motioned to approve of Sam Danforth, age 17 from Troop 603 constructing benches***
141 ***for placement in Town of Hooksett parks and approve of the Town accept those benches;***
142 ***seconded by A. Walczyk.***

143

144 **Vote in favor 8-0**

145

146 **CONSENT AGENDA**

147

148 **12.1 Various donations to the Town of Hooksett for the Hooksett Police Department**

149

150 ***D. Ross motioned to accept donations totaling \$6,875.00 from various donations to the Town of***
151 ***Hooksett for the Hooksett Police Department per RSA 31:95-b,III (b) and return that amount to***
152 ***the Police Department's K9 Trust Fund; seconded by D. Boutin.***

153

154 **Vote in favor 8-0**

155

156 R. Lapierre- do you know the balance in the K9 fund?

157

158 J. Bouchard- I do not off the top of my head, I'd guess around \$12,000.

159

160 **NOMINATIONS AND APPOINTMENTS**

161

162 **13.1 A. Stein - Conservation Commission Alternate**

163

164 ***D. Boutin motioned to nominate and appoint in the same night, Alan Stein as an Alternate to the***
165 ***Conservation Commission with a term expiring June 30, 2026; seconded by R. Duhaime.***

166

167 **Roll Call Vote #6**

168 ***J. Durand Aye***

169 ***R. Lapierre Aye***

170 ***K. Judge NP***

171 ***D. Boutin Aye***

172 ***D. Ross Aye***

173 ***T. Tsantoulis Aye***

174 ***A. Walczyk Aye***

175 ***R. Duhaime Aye***

176 ***J. Sullivan Aye***

177

178 **Vote in favor 8-0**

179

180 ***J. Sullivan motioned to nominate and appoint in the same night, Vickie Desharnais as an***
181 ***Alternate to the Heritage Commission with a term expiring June 30, 2026; seconded by D.***
182 ***Boutin.***

183

184 **Vote in favor 8-0**

185

186 **OLD BUSINESS**

187

188 **15.1 FY 2023-24 Budget and Warrant Articles**

189

190 C. Tewksbury- on page 13 there are a few motions that are needed. The BC has had their PH and they
191 did make some changes. They did add back in the sewer electric line \$87,920.00 and decreased the
192 Fire employment testing line by \$2,200. The BC's new recommended budget is \$23,226,371.

193

194 D. Boutin- I am concerned that the Council's recommended a budget of \$20,617,609 and the budget
195 committees' budget is \$23,226,371. I want to make a motion to approve a budget figure of \$20,617,609
196 seconded by J. Durand.

197

198 C. Tewksbury- the difference is the Sewer Department. The wastewater does not come in front of
199 council they are a separate government they go directly to the BC. The only thing you can do is to
200 recommend and or not recommend the BC budget. You cannot modify it at this time, you may only
201 change it at the deliberative session.

202

203 ***D. Boutin motioned to recommend the FY 2023-24 operating budget \$23,226,371; Seconded by***
204 ***R. Duhaime.***

205

206 D. Ross- motions are generally made in the affirmative and we can pass or not pass it down.
207 If you want to vote against it just vote no.

208

209 D. Boutin- I recommend that the council not support this motion.

210

211 R. Lapierre- it says here under the TA recommendation that the operating budget increased by 2.3%.
212 But on the form, it looks like it is more like 2.76% and the difference is what happened at the BC public
213 hearing.

214

215 D. Ross- what the sewer commission did was not part of our budget process, we did not add the sewer
216 commission budget into our budget. So, what the budget committee did was add that back in as it
217 needs to be there. So, we are voting against our own budget if we vote no.

218

219 J. Sullivan- yes that is correct.

220

221 R. Lapierre- exclusive of the sewer budget, what the BC returned back was lower than the budget that
222 we sent them.

223

224 A. Garron- if you were to take what the Council approved and add the sewer budget you come up with
225 the 23 million. As noted, the budget that was turned over to the budget committee was \$20,617,609 but
226 what they turned over was \$20,579,223. Difference was around \$130,000.

227

228 C. Tewksbury- regardless of how you vote tonight it can only be changed at the deliberative session.
229 You won't be able to remove after the fact.

230

231 R. Duhaime- when they see this warrant article the voters will see the recommend or not recommend.

232

233 ***Roll Call Vote #7***

234 ***D. Ross Nay***

235 ***K. Judge NP***

236 ***R. Lapierre Aye***

237 **R. Duhaime** *Nay*
 238 **A. Walczyk** *NP*
 239 **J. Durand** *Nay*
 240 **T. Tsantoulis** *Aye*
 241 **D. Boutin** *Aye*
 242 **J. Sullivan** *Aye*
 243

244 **Vote in favor 4-3**
 245

246 **R. Lapierre** *motioned to approve and sign the FY 2023-24 MS-DTB (default budget) in the*
 247 *amount of \$22,659,634.00; seconded by D. Ross.*
 248

249 **Vote in favor 6-1**
 250

251 J. Sullivan- who would like to speak to the fire union contract?
 252

253 R. Lapierre said he would speak to the Fire.
 254

255 J. Durand I will take on all the ones that J. Sullivan signed up. Alex will take the one that he wants.
 256

257 J. Sullivan- the deliberative is on Saturday February 4th at Collie School.
 258

259 **15.2 Approve the new proposed language of Town Ordinance #00-26 "Signage Regulations of**
 260 **Town Roads".**
 261

262 **D. Boutin** *motioned to approve the new proposed language of Town Ordinance #00-26 "Signage*
 263 *Regulations of Town Roads"; seconded by T. Tsantoulis.*
 264

265 D. Ross- I'm wondering if this is enforceable.
 266

267 J. Sullivan- this is just for overnight parking and not on speeding.
 268

269 J. Bouchard- this is enforceable on town roads.
 270

271 T. Tsantoulis- this ordinance we have talked on in great detail. I think the numbers are there in the
 272 positive. The roads are here to travel on and not stop and park in. I think it is a good idea to follow
 273 through on this and it gives PD some teeth to enforce this.
 274

275 A. Garron- one point of clarification, signage was brought up last meeting, and we think that education
 276 will be key, but it does not preclude the town from putting up signage if need be. It is not our initial intent
 277 to put up signage everywhere but will if need be.
 278

279 **Roll Call Vote #8**

280 **R. Lapierre** *Aye*
 281 **R. Duhaime** *Nay*
 282 **T. Tsantoulis** *Aye*
 283 **A. Walczyk** *NP*
 284 **J. Durand** *Aye*

285 **D. Ross Aye**
 286 **D. Boutin Aye**
 287 **K. Judge NP**
 288 **J. Sullivan Aye**

289
 290 **Vote in favor 6-1**

291
 292 **15.3 Town Owned Properties Next Steps - Discuss Auction Company Interviews**

293
 294 ***T. Tsantoulis motioned to have the Town Administrator sign a contract with Jay T. St. Jean***
 295 ***Auctions to sell the first phase of the Town Owned Properties as presented; seconded by J.***
 296 ***Durand.***

297
 298 **Roll Call Vote #10**

299 **K. Judge NP**
 300 **T. Tsantoulis Aye**
 301 **R. Lapierre Nay**
 302 **D. Ross Aye**
 303 **D. Boutin Aye**
 304 **J. Durand Aye**
 305 **A. Walczyk NP**
 306 **R. Duhaime Nay**
 307 **J. Sullivan Nay**

308
 309 **Vote in favor 4-3**

310
 311 T. Tsantoulis- name recognition and brand loyalty are very important. This auctioneer has been around
 312 for a long time. During tough times in the state the name sticks out. They have the brand recognition
 313 that I believe will get the word out.

314
 315 J. Durand- I agree with TT they are the ones that I would go with myself.

316
 317 R. Lapierre- it is clear from the presentations that the NH Tax Deeding are a full-service auction house,
 318 and I don't see why we should pay additional monies to finish the process when they offer the services
 319 in house.

320
 321 D. Ross- I believe when it comes time to actually accept it what they are going to do for each property,
 322 then we can make those arrangements. They are established and it is our responsibility to do the best
 323 we can for the Town.

324
 325 R. Duhaime- I agree St. Jean has been along for a long time but I like that the other is full service. I'd
 326 like to see if we can give them each some business and see how they do.

327
 328 J. Sullivan- I am inclined to give them both a chance as well.

329
 330 **R. Duhaime motioned to amend the motion and that we do 10 with St. Jean Auctioneers and a**
 331 **2nd batch with Tax Deeding NH. Seconded by J. Sullivan.**

333 J. Durand- I want to remind everyone that the fees go to the buyers not the town.

334

335 D. Ross- that is my concern and if there is not reserved met how do we address that.

336

337 A. Garron- now is the time to address that. Both have stated the absolute will get you the most. That is
338 the discussion we should have now. Some of these properties in regard to what is owed. I did have Kim
339 look at a few properties. There is a property that has a total of 277,741.65 of unpaid taxes. And weather
340 we can actually get that amount I don't know, and I'd have to lean on the auction house on what would
341 be the best way to achieve that.

342

343 A. Garron- I don't know if we should ask this as we have both parties here.

344

345 T. Tsantoulis- if we award the first 10 properties to St. Jean in the first phase which is the motion, then
346 we don't need the amendment.

347

348 **Roll Call Vote #9**

349 **J. Durand Aye**

350 **D. Boutin Nay**

351 **D. Ross NP**

352 **R. Duhaime Aye**

353 **K. Judge NP**

354 **A. Walczyk NP**

355 **T. Tsantoulis Nay**

356 **R. Lapierre Nay**

357 **J. Sullivan Aye**

358

359 **Vote fails 3-3**

360

361 **15.4 Town Council Goals Update**

362

363 **GOAL CATEGORY #1:** Appearance Regulations and Code Enforcement Goal Summary: Review and
364 advise on new and existing appearance regulation for commercial properties and empower the Town
365 Administrator and Code Enforcement Officer to enforce regulations on new and existing properties.

366

367 D. Boutin- I agree with the goal, I do not think it is the authority of the TA to to enforce regulations on
368 new and existing properties. It is for the CEO and the Town Planner.

369

370

371 A. Garron – when the process of when code enforcement needs to go to the next step of getting to the
372 court that's when I step in. That empowerment is for me to lend financial support to move it to the next
373 step.

374

375 D. Boutin- the TA has a lot of responsibilities on his plate and falls within the domain of the CEO. The
376 TA gets involved at the end when the CEO says we need to go to court. I don't think it belongs in here,
377 it is not his role as TA.

378

379 R. Duhaime- I hire both the TA and the CEO and he should be holding him accountable.

380

381 T. Tsantoulis- the responsibility lies with the TA. If it is not being done properly, we need to instruct the
382 TA to deal with it. I don't see anything wrong with this.

383

384 A. Garron- when this goal was created and we created this goal, I thought it was the goal. if the council
385 thought that there should be other rules, regulations and or ordinances then the council could advise
386 me to bring this up to the planning boards attention and introduce this to them to act on this.

387

388 D. Ross- part of enforcement would be legal action. The only concern I have is that ugly properties
389 have been a problem for a long time. For an existing property we can't do anything about that. You
390 cannot force them to clean up their properties, and on new properties we can only enforce for so long
391 before they become grandfathered, and it would be impossible to enforce.

392

393 R. Lapierre- I want to remind you about the workshop. These were blend ups of many ideas. This one
394 in particular was on creating a "Hooksett feel", and how do you do this. There were many thoughts that
395 went into this goal.

396

397 R. Duhaime- we could use another CEO, you can make more regulations but in order to enforce it you
398 will need to hire more staff to enforce all the plans that we have.

399

400 **GOAL CATEGORY #2:** Tax Rate Planning Goal Summary: Balance the use of fund balance annually
401 to maintain a low tax rate while building the balance amount to the recommended 8% or higher.

402

403 J. Sullivan- we took some steps to get it higher. We did not quite make it as high as we wanted.

404

405 D. Ross- we should have more that 8% is barely enough to cover 1 month's expenses. What we put
406 towards the tax rate was not enough to make a difference, and you created a goal, and you did not
407 even follow your own goal.

408

409 J. Sullivan- these are the goals, and we are attempting to get that. We are moving slowly. The goal is to
410 build it.

411

412 R. Lapierre- I'd like to comment that the majority voted one way and we have not had 9 councilors in a
413 long time.

414

415 T. Tsantoulis- we knew what the tax impact would be, and we do the best with what we have.

416

417 J. Sullivan- when we question the integrity of the board. I get mad. There was a comment made that
418 there was nothing of importance left on the agenda and there is, everything that we do is important.

419

420 R. Duhaime- we have a new building coming in town. We should not have seen a tax increase this
421 year. We need to get to these goals these should be easy to obtain.

422

423 **NEW BUSINESS**

424

425 **16.1 Fire Department Personal Protective Equipment Purchase**

426

427 ***T. Tsantoulis motioned to approve the purchase of (7) seven sets of PPE (personal protective***
 428 ***equipment) with boots as part of the Hooksett Fire Rescue 10 year PPE replacement program***
 429 ***for a total cost of \$29,488.47 from Bergeron Protective Clothing through MassBuys State***
 430 ***Contract; seconded by D. Boutin.***

431
 432 D. Nadeau- we purchased gear every year. We have a 10-year plan where we recycle equipment
 433 through. This was in the 2022-2023 plan. There is 28 line FF and they each have 2 sets of gear.

434
 435 R. Duhaime- did you send this out to bid?

436
 437 D. Nadeau- it is through MASSBuys state bid. We did send this out to bid 3 years ago and, yes, I had to
 438 reach out to NJ and Ny to get additional quotes but they were much higher. The manufacturer is in NH.

439
 440 S. Coburn- NH does not do state bidding on turn out gear. Mass does and we get a better deal going
 441 through them.

442
 443 T. Tsantoulis- although the bid is through MASS the manufacture is still in NH.

444
 445 **Roll Call Vote #5**

446 ***T. Tsantoulis Aye***

447 ***D. Ross Aye***

448 ***R. Duhaime Aye***

449 ***A. Walczyk Aye***

450 ***R. Lapierre Aye***

451 ***K. Judge NP***

452 ***J. Durand Aye***

453 ***D. Boutin Aye***

454 ***J. Sullivan Aye***

455
 456 ***Vote in favor 8-0***

457
 458 **APPROVAL OF MINUTES**

459
 460 ***R. Lapierre motioned to approve the public minutes of January 4, 2023; seconded by D. Boutin.***

461
 462 ***Vote in favor 6-0***

463
 464 ***R. Lapierre motioned to approve the non-public minutes of January 4, 2023; seconded by D.***
 465 ***Boutin.***

466
 467 ***Vote in favor 6-0***

468
 469 **TOWN ADMINISTRATOR REPORT**

470
 471 A. Garron – the winter carnival is scheduled for January 28, 2023, in Donati Field. The CIP is coming
 472 up quickly, it typically starts in March, and we will need a TC rep on that committee. D, Boutin
 473 volunteered to serve as the TC rep. the NH Housing Appeals Board has accepted our motion for
 474 recommendation on part of the Board decision issued on November 12, 2022, but it is limited in scope

475 and that is to the data that was shared with the appeals board in regard to the other uses that can be
 476 had in the building. The meeting is scheduled for Feb 2nd 2023. As the Board knows the appointed
 477 Town Clerk has started and so far so good. Todd Rainer is helping her along and hoping we can aid in
 478 her success.

479

480 J. Durand- the Town Clerk compensation is determined by legislation, wasn't that put in the budget?

481

482 A. Garron- yes and needs to be voted on by the legislative body at Town Meeting.

483

484 J. Sullivan- I think instead of using the \$8,500 for sound system, we use it to re-work the TC office and
 485 that would be more appreciated by the taxpayers.

486

487 T. Tsantoulis- the microphones don't just affect out meetings, but affect other meetings that we have
 488 here and affects the quality of the sound in the videos. We need to address both issues. I think james
 489 idea is a good idea but I think we need to stick with the microphones.

490

491 D. Boutin- I agree with T. Tsantoulis. What you brought forward is important and necessary and can be
 492 a priority for next year.

493

494 ***J. Sullivan motioned to direct the TA to move forward with the extra funds he found in the***
 495 ***budget and address the sound system issue; seconded by D. Boutin.***

496

497 ***Vote in favor 5-1***

498

499 A. Garron- B. Thomas and I had a meeting with NHDOT in regard to Hackett Hill/RT.3A the funding
 500 does not start till 2026 but we can start with moving forward with interviewing engineering firms and
 501 then we will discuss reimbursement with the money that is allocated. We are in the initial meeting and
 502 are moving this forward.

503

504 A. Garron- regarding my goals, the Town owned property project has been moved forward. The RFP
 505 has been posted on the solar project with responses due January 30th. We went with options for a lease
 506 and purchase option.

507

508 J. Durand- is that for leasing out the land?

509

510 A. Garron- we went with both options so that we had options, and we could look at them both and see
 511 the best proposals for both.

512

513 J. Durand- we can always have the option to start a lease and then an option to buy if we want.

514

515 A. Garron- we will see what there best offer is on both then the council can decide what option is best.

516

517 J. Durand- I received a phone call this week in regard to Martins Ferry Rd. they are concerned that
 518 overweight trucks have been traveling down that road. The jersey barriers have made it narrower. They
 519 did point to me, that the guardrail that was initially installed was installed improperly.

520

521 **TOWN COUNCIL FUTURE AGENDA ITEMS**

522

523 Park on the westside.

524

525 **ADJOURNMENT**

526

527 ***D. Boutin motioned to adjourn the meeting at 8:30 pm. Seconded by J. Durand.***

528

529 ***All in favor 6-0***

530

531 Respectfully submitted,

532

533 *Alicia Jipson*

534

535 Alicia Jipson

536 Recording Clerk

537