



AGENDA

Town of Hooksett Town Council

Wednesday, May 10, 2023 at 5:30 PM

A meeting of the Town Council will be held Wednesday, May 10, 2023 in the Hooksett Municipal Building commencing at **5:30 PM**.

	Page
1. CALL TO ORDER	
2. PROOF OF POSTING	
3. ROLL CALL	
4. PUBLIC SESSION WILL BEGIN IMMEDIATELY FOLLOWING THE NON-PUBLIC SESSION NOTED ABOVE	
5. NON-PUBLIC SESSION NH RSA 91-A:3 II	
6. PLEDGE OF ALLEGIANCE	
7. AGENDA OVERVIEW	
8. PUBLIC HEARINGS	
8.1. Public Hearing to discuss the proposed amendments to Roadway Excavation Ordinance # 00-13. Staff Report - SR-23-068 - Pdf	5 - 8
9. SPECIAL RECOGNITION	
9.1. Police Chief Janet Bouchard Law Enforcement Retirement – 08/29/2005-05/18/2023	
9.2. Hooksett Municipal Employee - New Hire	
10. PUBLIC INPUT - 15 MINUTES	
11. SCHEDULED APPOINTMENTS	
11.1. Annual Update from the Trustees of the Trust Funds - Claire Lyons, Donald Winterton and John Ward Staff Report - SR-23-007 - Pdf	9
11.2. Annual Update from the Conservation Commission - Cindy Robertson, Chair Staff Report - SR-23-010 - Pdf	11
11.3. RTP23-25 Town of Hooksett Contract Documents for the Regional Trails Program Grant - Cindy Robertson Staff Report - SR-23-071 - Pdf	13 - 23
11.4. Annual Update from the Planning Board - Chris Stelmach Staff Report - SR-23-057 - Pdf	25
12. CONSENT AGENDA	

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

12.1.	To accept the donation of four (4) planters of flowers to be placed on Veterans' Park side & at the Robies side of the Lilac Bridge valued at approximately \$1,000 from the Hooksett Garden Club to the Town of Hooksett per RSA 31:95-e, II Staff Report - SR-23-076 - Pdf	27 - 29
12.2.	Motion to accept a donation of supplies totaling \$202.61 from Walmart, to the Town of Hooksett for the Hooksett Police Department per RSA 31:95-e, II for LEAD (Law Enforcement Against Drugs) Graduation. Staff Report - SR-23-058 - Pdf	31
12.3.	Motion to allow the Hooksett Police Department to accept donations of food, drinks, paper products, and entertainment with a combined estimated value less than \$5,000.00 from Hooksett Residents, Hooksett Kiwanis, Hooksett Police Association and any other business or association willing to donate to the Town of Hooksett for the Hooksett Police Departments National Night Out event, per RSA 31:95-e:II. Staff Report - SR-23-077 - Pdf	33
12.4.	Accept Southeastern NH HazMat Mutual Aid District funds reimbursed to the Town of Hooksett, NH in the amount of \$1,468.49 for Hooksett Fire-Rescue Department Haz Mat Team members overtime costs and equipment reimbursement from Jan 1 2023 - March 31, 2023, per NH RSA 31:95-b III(b). Staff Report - SR-23-062 - Pdf	35
12.5.	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) Staff Report - SR-23-063 - Pdf	37
12.6.	To accept a donation of a child's toy valued at \$50.00 from an anonymous donor to the Town of Hooksett for the Family Services Department per RSA 31:95-e, II Staff Report - SR-23-064 - Pdf	39
12.7.	Hemlock Hills Subdivision (1,200' of Laurel Road) - Request for Release of \$314,425.05 Cash Bond Staff Report - SR-23-067 - Pdf	41 - 47
13.	NOMINATIONS AND APPOINTMENTS	
13.1.	Jodi Pinard - Town Council At Large Seat Staff Report - SR-23-075 - Pdf	49 - 52
14.	BRIEF RECESS	
15.	OLD BUSINESS	
15.1.	Donati Park Pedestrian Bridge Project - Award to the Lewco Company of Springfield, VT for \$29,025.00. (Tabled at 4/12/23 Meeting) Staff Report - SR-23-069 - Pdf	53 - 65
16.	NEW BUSINESS	
16.1.	Obligate Impact Fees for Martins Ferry Road Project Staff Report - SR-23-070 - Pdf	67 - 70
16.2.	TIF District – Approval of Use and Occupancy Agreement – Cross Road/Hackett Hill Road	71 - 76

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

[Staff Report - SR-23-078 - Pdf](#)

- 16.3. Motion to approve the purchase of 24 Taser 7's with training and duty cartridges for one year, from Axon Enterprise, Inc., to replace our front-line Patrol Officers, Sergeants, and the SRO older model tasers when the funds become available on July 1, 2023, for a total amount of \$67,168.60. The purchase was approved by the voters as warrant article #19 during annual town elections on March 28, 2023. 77 - 84

[Staff Report - SR-23-059 - Pdf](#)

- 16.4. Steel Guardrails Replacement Bid Acceptance 85 - 101

[Staff Report - SR-23-061 - Pdf](#)

- 16.5. Town Administrator Evaluation Review 103 - 104

[Staff Report - SR-23-065 - Pdf](#)

17. APPROVAL OF MINUTES

- 17.1. Public: 4/12/23 105 - 116

[TC Minutes 04122023](#)

- 17.2. Non-Public: 4/12/23

18. TOWN ADMINISTRATOR'S REPORT

19. TOWN COUNCIL FUTURE AGENDA ITEMS

20. INFORMATIONAL ITEMS AND CORRESPONDENCE

21. SUB-COMMITTEE REPORTS

22. PUBLIC INPUT

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

24. 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.

Anyone requesting auxiliary aids or services is asked to contact the Administration Department five business days prior to the 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: Public Hearing to discuss the proposed amendments to Roadway Excavation Ordinance # 00-13.
Meeting: Town Council - 10 May 2023
Department: Public Works
Staff Contact: Ben Berthiaume, Public Works Director

BACKGROUND INFORMATION:

The Hooksett Town Council will be holding a public hearing on Wednesday, May 10, 2023 @ 6:00pm at the Hooksett Town Hall – Council Chambers, 35 Main Street, Hooksett, NH. The purpose of the public hearing is to discuss the proposed amendments to Roadway Excavation Ordinance # 00-13. This notice is per Chapter 231:132-a of the NH Revised Statutes annotated, and section 3.6 of the Hooksett Town Charter. The full texts of the proposed ordinance amendment and the new ordinance are available on the Town Clerk web pages via www.hooksett.org for your inspection. Questions should be directed to the Hooksett Public Works Department at 603-668-8019.

FINANCIAL IMPACT:

None.

POLICY IMPLICATIONS:

None.

RECOMMENDATION:

Open Public Hearing, listen to public input and close the Public Hearing.

SUGGESTED MOTION:

Motion to open Public Hearing, listen to public input and close the Public Hearing.

TOWN ADMINISTRATOR'S RECOMMENDATION:

Public Hearing

ATTACHMENTS:

[Public Notice 5-10-23](#)
[EXCAVATION Ordinance](#)

TOWN OF HOOKSETT PUBLIC HEARING NOTICE THE HOOKS

TOWN OF HOOKSETT PUBLIC HEARING NOTICE The Hooksett Town Council will be holding a public hearing on Wednesday, May 10, 2023 @ 6:00pm at the Hooksett Town Hall - Council Chambers, 35 Main Street, Hooksett, NH. The purpose of the public hearing is to discuss the proposed amendments to Roadway Excavation Ordinance # 00-13. This notice is per Chapter 231:132-a of the NH Revised Statutes annotated, and section 3.6 of the Hooksett Town Charter. The full texts of the proposed ordinance amendment and the new ordinance are available on the Town Clerk web pages via www.hooksett.org for your inspection. Questions should be directed to the Hooksett Public Works Department at 603-668-8019.

Appeared in: ***The Union Leader*** on Thursday, 04/27/2023

[Back](#)

**ROADWAY EXCAVATION
ORDINANCE # OO-13**

~~To see if Town will adopt the following ordinance requiring a permit and bond as a precondition to excavating in public roadway.~~

Be it ordained, by the Hooksett Town Council as follows:

ROADWAY EXCAVATION PERMITS

- A. No person shall make or cause any excavation within the right-of-way of any public street without first obtaining an excavation permit from the Town of Hooksett Department of Public Works Board of Selectmen or its designee (hereinafter called the Enforcement Authority) as provided in this ordinance.
- B. Application for an excavation permit shall be made two working days (at least 48 hours) prior to the start of work on a form provided by the Enforcement Authority Department of Public Works.
- C. Upon application, the applicant shall pay a fee of ~~\$25.00~~100.00 to the Town.
- D. ~~The Enforcement Authority~~Department of Public Works shall not issue such excavation permit unless:
 - 1. the applicant shall ~~post~~ a bond to the order of the Town by means of cash, certified check or corporate surety licensed by the New Hampshire Insurance Department to provide against the failure of the applicant to complete the excavation as per permit. Unless, in the opinion of the Enforcement Authority Town Engineer and because of special conditions, a bond in a greater amount is required, such bond shall be in the sum of ~~\$30.00 per linear foot of excavation~~5,000 for a period of 30 months.
 - 2. the applicant shall establish an escrow account for the Town Engineer's inspection fees. Unless, in the opinion of the Town Engineer and because of special conditions, a lesser/greater escrow amount is required, such escrow shall be in the sum of \$800.00.
 - 2.3. the applicant shall have obtained the written consent on the application from the superintendent or authority representative of any municipal utility Town of Hooksett's Police Department, Fire Department, Sewer Department and Water Department which has mains or other underground structures in the vicinity to which the permit pertains.
 - 3. ~~the applicant shall verify that it has given notice of intention to excavate to every other utility which has main or other underground structures in the vicinity to which the permit pertain.~~
 - 4. the applicant shall submit with his permit form, a suitable traffic maintenance plan and shall verify that it has arranged for any police traffic control, traffic control devices and warning lights as shall be deemed necessary by the Enforcement Authority Police and/or Fire departments.

Formatted: List Paragraph, No bullets or numbering

5. except in emergency and with proper provisions for warning lights, no excavation in a Town street right-of-way shall be open earlier than 7:30 am nor closed later than dusk or 5:00 pm, whichever is earlier.
6. in the case of emergency, a municipal or public utility may excavate within the right-of-way of a public street without prior application provided it gives notice to the ~~Enforcement Authority~~Department of Public Works and to the superintendents of any affected municipal utilities as soon as practicable but, in any case, before closing the excavation.
7. any violation of this ordinance shall be punishable by a fine not to exceed \$1,000.00. Each day a violation continues shall be deemed a separate offense. ~~F~~ines assessed hereunder shall be payable to the Town for the benefit of the general fund.

ADOPTED: 03/02/88

AMENDED:

Town Council
STAFF REPORT



To:

Title: Annual Update from the Trustees of the Trust Funds - Claire Lyons, Donald Winterton and John Ward

Meeting: Town Council - 10 May 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 their activity. The Trustees of the Trust Funds have requested May 10th to formally brief the Council on the Commission's efforts, answer questions and promote coordination between the two bodies.

RECOMMENDATION:

Listen to an update from the Trustees of the Trust Funds

Town Council
STAFF REPORT



To: Town Council
Title: Annual Update from the Conservation Commission - Cindy Robertson, Chair
Meeting: Town Council - 10 May 2023
Department: Administration
Staff Contact: Leann McLaughlin, Project Coordinator

BACKGROUND INFORMATION:

Hooksett's Town Charter requires Town Boards and Committees to come before the Town Council annually and report on their activity. The Conservation Commission has requested May 10th to formally brief the council on the Commission's efforts, answer questions and promote coordination between the two bodies.

RECOMMENDATION:

Listen to the update from the Conservation Commission Chair, Cindy Robertson.

Town Council

STAFF REPORT



To: Hooksett Conservation Commission
Title: RTP23-25 Town of Hooksett Contract Documents for the Regional Trails Program Grant - Cindy Robertson
Meeting: Town Council - 10 May 2023
Department: Community Development
Staff Contact: Bridgette Grotheer, Community Development Administrative Assistant

BACKGROUND INFORMATION:

The Regional Trails Program grant is funded by NH State Parks. The Conservation Commission was awarded \$80,000 (the highest amount offered) for the Hooksett Riverwalk Trail, Phase IV, the final phase of this trail project that first opened in 2016.

This phase consists of 2,740 x 12 linear feet of trail construction. The trail will connect at the Allentown border, where Allentown leaders plan to extend their trail to form a regional connector. This exciting development that has been in the works for over a decade. The Hooksett Riverwalk Trail has become a flagship destination for hikers, outdoor enthusiasts, educators, and conservationists. It is an economic benefit to our town by preserving the natural beauty of the Merrimack River and surrounding area. It has helped to preserve the character and identity of Hooksett with historical and cultural signage regarding our brick-making history.

The Town will have oversight of all aspects of the project via the Town Engineer and Stantec, and is expected to be completed this fall.

Thank you for supporting conservation efforts in Hooksett.

FINANCIAL IMPACT:

None

POLICY IMPLICATIONS:

None

SUGGESTED MOTION:

That Town Administrator André Garron is duly authorized to enter into contracts or agreements on behalf of the Town of Hooksett with the State of New Hampshire, acting by and through the Department of Natural and Cultural Resources, and is further authorized to execute any documents on behalf of this Municipality which may be in his/her judgement desirable or necessary to effect the purpose of this resolution.

TOWN ADMINISTRATOR'S RECOMMENDATION:

Concur with the suggested motion.

ATTACHMENTS:

[COA 7 \(Municipality\)](#)

[G-1 Grant Agreement 23-25](#)
[G-1 Exhibits ABC for RTP23-25](#)

Municipality Certification of Authority

I, _____ (Name), hereby certify/attest that I am duly elected Clerk/Secretary of _____ (Name of Municipality), New Hampshire. I hereby certify the following is a true copy of the resolution adopted during a meeting of the Municipality Officers, duly called and held on _____, 20 __, at which a quorum of the Municipality Officers were present and voting.

RESOLVED: That _____ (Name and Title of Official Signing the Agreement) is duly authorized to enter into contracts or agreements on behalf of _____ (Name of Municipality) with the State of New Hampshire, acting by and through the Department of Natural and Cultural Resources, and is further authorized to execute any documents on behalf of this Municipality which may be in his/her judgement desirable or necessary to effect the purpose of this resolution.

I hereby certify that the foregoing resolution has not been amended or repealed and remains in full force and effect as of _____, 20 __. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the Municipality. This authority **remains valid for thirty (30) days** from the date of this certificate.

DATED: _____ **ATTEST:** _____
 (Secretary/Clerk Signature Completing this Certificate)

FORM NUMBER G-1 (version 11/2021)

GRANT AGREEMENT

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

1. Identification and Definitions.

1.1. State Agency Name		1.2. State Agency Address	
1.3. Grantee Name		1.4. Grantee Address	
1.5 Grantee Phone #	1.6. Account Number	1.7. Completion Date	1.8. Grant Limitation \$
1.9. Grant Officer for State Agency		1.10. State Agency Telephone Number	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1		1.12. Name & Title of Grantee Signor 1	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13 State Agency Signature(s)		1.14. Name & Title of State Agency Signor(s)	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)			
By:		Assistant Attorney General, On: / /	
1.16. Approval by Governor and Council (if applicable)			
By:		On: / /	

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

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE: COMPLETION OF PROJECT.
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in its entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
- 5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.
7. RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions
8. PERSONNEL.
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA; RETENTION OF DATA; ACCESS.
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
11. EVENT OF DEFAULT: REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
 - 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
 - 11.1.2 Failure to submit any report required hereunder; or
 - 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
 - 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
 - 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
 - 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
 - 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
 - 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION.
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.3. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
- 12.4. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or
- 13.

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

STATE OF NEW HAMPSHIRE
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES
DIVISION OF PARKS AND RECREATION
BUREAU OF TRAILS

Recreational Trails Program (RTP) Grant

EXHIBIT A – Special Provisions

1. The Grantee agrees to:
 - a. Perform, as outlined in their application, services related to trail maintenance, restoration, development, acquisition, trail-side and trail-head facilities, operation of education programs promoting safety and environmental protection, or improving access and use of trails by persons with disabilities, in accordance with the **Infrastructure Investment and Jobs Act of 2021**.
 - b. Provide adequate documentation in a format that fully accounts for and certifies that matching funds have been incurred on the project. The Grantee has pledged a minimum of 20% of the total project cost or value; \$20,000.00, to the match requirement.
 - c. Submit a project progress report with each request for reimbursement. The report shall outline how each expense item has been applied to the project and provide a plan for future work. Failure to do so may result in the withholding of reimbursement by the State and may also result in impacts to future grant awards. The final billing submitted must be accompanied by the final progress report stating the project is 100% complete and provide color photos detailing the completeness of project.
 - d. Provide in the first billing for materials/goods and equipment purchases, no less than 3 competitive vendor quotes for said equipment and goods/materials, if $\geq \$2,000$ and service agreements are $\geq \$10,000$.
 - e. On November 15, 2021, the **Infrastructure Investment and Jobs Act** (IIJA) was signed into law (the Bipartisan Infrastructure Law, or BIL), which includes the **Build America, Buy America Act** (BABA). Pub. L. No. 117-58. BABA strengthens existing Buy America regulations and specifically states that no Federal funds made available for infrastructure may be obligated for a project unless all of the **iron, steel, manufactured products, and construction materials** permanently incorporated into the project are **produced in the United States**. Any project within the scope of a finding, determination, or decision under the National Environmental Policy Act (NEPA), regardless of the funding source for the individual project, are subject to BABA regulations if at least one contract within the scope of the NEPA decision is funded Federally. This project is subject to BABA, and will require certification in the following item categories (an article, material, or supply should only be classified into one of the categories below):
 - i. **Iron and Steel:** All iron and steel permanently incorporated into the project must be produced in the United States. The only exception to this requirement is the production of pig iron and the processing, pelletizing, and reduction of iron ore, which may occur in another country. This means all manufacturing processes, from the initial melting stage through the application of coatings, must occur in the United States.
 1. Steel products include, but are not limited to, structural steel, piles, reinforcing steel, structural plate, steel culverts, guardrail, steel supports for signs, signals (mast arms), and luminaires.
 2. Iron products include, but are not limited to, cast iron frames and grates.
 - ii. **Manufactured Products*:** All manufactured products permanently incorporated into the project must be produced in the United States. This means the manufactured product must be manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States must be greater than 55 percent of the total cost of all components of

Grantee Initials _____
Date _____

the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.

1. **The FHWA has a longstanding Buy America nationwide General Applicability Waiver for Manufactured Products. As of the date of this Special Attention, FHWA has not modified the waiver, and the waiver continues to apply to manufactured products that are not predominantly steel and iron. Manufactured products that are predominantly steel or iron remain subject to Buy America and now BABA certification.*
- iii. **Construction Materials:** All construction materials permanently incorporated into the project must be manufactured in the United States. This means the final manufacturing process and the immediately preceding manufacturing stage for the construction material must occur in the United States.
 1. Construction Materials include an article, material, or supply that is or consists primarily of:
 - a. Non-ferrous metals;
 - b. Plastic and polymer-based products (including polyvinylchloride, composite build materials, and polymers used in fiber optic cables);
 - c. Glass (including optic glass);
 - d. Lumber; or
 - e. Drywall.
 2. Construction Materials do not include:
 - a. Items of primarily iron or steel;
 - b. Manufactured Products;
 - c. Cement and cementitious materials;
 - d. Aggregates such as stone, sand, or gravel; or
 - e. Aggregate binding agents or additives.
 3. Items that consist of two or more of the listed materials that have been combined through a manufacturing process, and items that include at least one of the listed materials combined through a manufacturing process with a material that is not listed, should be treated as manufactured products, rather than as construction materials. Equipment, tools, and temporary items are not required to meet the BABA requirements.
- iv. A **Certificate of Compliance**, conforming to the requirements of Section 106.04, shall be furnished for all above materials, regardless of item category. The form for this certification is entitled "Certificate of Compliance" and can be found at www.NHDOT.com.
- v. For steel and iron materials and for manufactured products produced predominantly of steel or iron, records to be maintained by the Contractor for compliance with this Special Attention shall include a **signed mill test report** and a signed certification by each supplier, distributor, fabricator, and manufacturer that has handled the materials affirming that every process, including the application of a coating, performed on the steel or iron has been carried out in the United States of America, except as allowed by this Special Attention. **The lack of these certifications will be justification for rejection of the material provided.**
- vi. **Manufacturer's certificate of compliance for construction materials must identify where the construction material was manufactured and attest specifically to compliance with BABA.**
- vii. The requirements of said law and regulations do not prevent a minimal use of foreign steel and iron materials if the cost of such materials used does not exceed one-tenth of one percent (0.1%) of the total contract price or **\$2,500.00**, whichever is greater.
- viii. Upon completion of the project, the Contractor shall certify in writing as to compliance with BABA and also provide the total project delivered cost of all foreign

Grantee Initials _____
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steel and iron, provided under this requirement, that are permanently incorporated into the project. The form for this certification is entitled “**Build America, Buy America Certificate of Compliance**” and can be found at www.NHDOT.com.

- f. Disposal of equipment in any manner shall require written authorization from the SoNH-DNCR, Bureau of Trails (Bureau). Equipment may be traded or sold by a Grantee which will no longer provide services on trails used by the general public provided that receipts from the sale when greater than \$5,000 be returned to the Bureau in the same proportion as originally funded by the Bureau as a credit to the RTP program. Equipment with a current fair market value of \$5,000 or less may be retained, sold or otherwise disposed of with no further responsibility to the Bureau.
 - g. Display on equipment purchased through the RTP fund, in a location(s) designated by the Bureau, at least 1 but not more than 2 decals indicating that the equipment has been partially funded by this program. Decals shall be provided by the Bureau.
 - h. Maintain equipment purchased with RTP funds in good mechanical condition.
 - i. Provide an **equipment report** on the condition and location of trail equipment purchased with grant funds to be **submitted annually by December 31st for the useful life of the equipment** as documented by the grantee for tax purposes. The Grantee agrees to retain and use any acquired equipment for intended recreational trail maintenance purposes for its useful life.
 - j. Submit to all requested inspections and audits by State and Federal officials which relate to the services and payments under this grant.
2. Project progress inspections may be conducted by State or Federal representatives. State representatives may, at any time, inspect the project and review the Grantee's records and files. Upon notification of project completion, the State will inspect projects and prepare a written report. Recommendations for corrective actions will be made, if appropriate. A copy of the report will be sent to the Grantee. Deficiencies, if any, shall be corrected and reported, in writing to the State within 21 days of receipt of the inspection report. Final reimbursement will not be made until deficiencies are corrected.
3. **Penalties**
 - a. **Termination of Grant:** Any failure by the Grantee to abide by or carry out any of the terms or conditions of this grant shall, at the discretion of the State, result in termination of this grant, if, after notice to the Grantee, said default is not remedied within ten (10) days. In the event of termination, no further payments shall be made by the State.
 - b. **Denial of Future RTP Funds:** Failure to comply with any and all terms or conditions of this grant may result in denial of future RTP funds for no less than 2 years from the current grant year.

4. **Indemnification**

Add the following sentence to the end of Section 16.

Grantee's liability for claims arising under Paragraph 16 shall be limited to its insured amounts under Paragraph 17.1.2 of this Agreement.

5. **Insurance**

Delete Paragraph 17.1.2 of the G-1 and replace with the following:

17.1.2 General liability insurance against all claims of bodily injury, death, or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess.

Grantee Initials _____
Date _____

Add new Paragraph 17.3 as follows:

The insurance requirements in Paragraph 17.1–17.2 shall not apply to grantees who utilize grant funds solely to purchase equipment and will not perform or subcontract any labor paid for with grant funds.

Grantees must maintain insurance coverage, sufficient to cover the actual cash value of any equipment purchased or reconditioned through the Recreational Trails Program for the term of the RTP award pursuant to Title 2 CFR 200.310. The insurance policy shall name the Department of Natural and Cultural Resources, Bureau of Trails, Recreational Trails Program as a certificate holder.

EXHIBIT B – Scope of Work

Grantee agrees to apply RTP funds from this grant to the project(s) described in the Grantee's Grant Application and approved budget. Grantee may subcontract project work under this grant, provided that reimbursement for subcontracted work shall be subject to review by the State for compliance with grant program requirements.

EXHIBIT C – Payment Terms

Grant Award, Cost Sharing, Total Project Cost, and Method of Payment

1. The State agrees to reimburse the Grantee in accordance with the application rules subject to the following:
 - a. The Grantee must pay 100% of the cost of an item before submitting a request for reimbursement of eligible costs. The Grantee shall submit invoices for actual costs incurred. Reimbursement from the State will take approximately 60 days. Invoices indicating payment in full for the purchase of equipment must accompany billing. Billings must be:
 - i. Within 30 days of incurring the cost(s);
 - ii. Include proof of payment such as credit card receipts or cancelled checks (front and back); and
 - iii. Provide a match form showing a 20% match has been met for the total cost of the billing until total match for project is met.
 - b. A request for reimbursement may not be submitted to the State for less than 25% of the total grant amount. The final 25% of the total grant amount may be withheld until the project is verified complete by the state, the federal grantor agency, or their representatives. Standard reimbursement forms will be provided by the State. All match amounts shall be accounted for before final payment.
 - c. Reimbursements will be made only for items that were listed on the Project Application and subsequent approved amendments.

Organization Name: [Town of Hooksett](#)
 Vendor Code: [177412](#)
 Grant #: [23-25](#)
 Appropriation Code: 37770000-074-500585

Grant Amount: [\\$80,000.00](#)
 Match Required: [\\$20,000.00](#)
 Total Project Cost: [\\$100,000.00](#)

The maximum amount of funds available to the Grantee pursuant to this agreement shall be [\\$80,000.00](#). It is further understood and agreed that the Grantee shall only be reimbursed on the basis of actual costs

Grantee Initials _____
 Date _____

incurred, and that the State's determination of eligible and approved costs shall be final in all cases.

Term of Grant

This grant, and the obligations of the parties hereunder, shall become effective upon FHWA and Governor and Council approval. The term of this grant shall run from the commencement date through [December 31st 2023](#).

Grantee Initials _____
Date _____

Town Council
STAFF REPORT



To: Town Council
Title: Annual Update from the Planning Board - Chris Stelmach
Meeting: Town Council - 10 May 2023
Department: Administration
Staff Contact: Wendy Baker, Executive Assistant

BACKGROUND INFORMATION:

Hooksett's Town Charter requires Town Boards and Committees to come before Town Council annually and report on their activity. The Planning Board Vice-Chair, Chris Stelmach, has requested May 10th to formally brief the Council on the Planning Board's efforts, answer questions and promote coordination between the two bodies.

RECOMMENDATION:

Listen to an update from the Planning Board Vice-Chair, Chris Stelmach.

TOWN ADMINISTRATOR'S RECOMMENDATION:

Listen to update from Planning Board

Town Council **STAFF REPORT**



To: Town Council
Title: To accept the donation of four (4) planters of flowers to be placed on Veterans' Park side and at the Robies side of the Lilac Bridge valued at approximately \$1,000.00 from the Hooksett Garden Club to the Town of Hooksett per RSA 31:95-e, II
Meeting: Town Council - 10 May 2023
Department: Administration
Staff Contact: Wendy Baker, Executive Assistant

BACKGROUND INFORMATION:

To Andre Garron- Town Administrator

The Hooksett Garden club is proposing the following upgrades to the Lilac Bridge:

The placement of a total of four (4) planters with flowers two (2) on both sides of the Lilac Bridge.

As indicated in the photos, we are proposing to place two (2) planters on the Veterans' Park side of the bridge and two on the Robie's side of the bridge.

We plan to have three different plantings of flowers during the growing season: Spring , Summer and Fall.

The Club will purchase the flowers, the fertilizer and maintain the watering of the flowers throughout the year.

We have contacted Phil Arnone (Director of Parks & Recreation Departments) who will provide us with soil for the planters.

Thank you for your consideration in this matter.

Rachel Sweeney
President of the Hooksett Garden Club

RECOMMENDATION:

Allow the Hooksett Garden Club to move forward with their flower proposal on either side of Lilac Bridge.

SUGGESTED MOTION:

Motion to accept the donation of four (4) planters of flowers to be placed on Veterans' Park side and at the Robies side of the Lilac Bridge valued at approximately \$1,000.00 from the Hooksett Garden Club to the Town of Hooksett per RSA 31:95-e, II

TOWN ADMINISTRATOR'S RECOMMENDATION:

I concur with the motion to accept the donation from the Hooksett Garden Club

ATTACHMENTS:

[Lilac Bridge Planters](#)



Town Council
STAFF REPORT



To: Town Council
Title: Motion to accept a donation of supplies totaling \$202.61 from Walmart, to the Town of Hooksett for the Hooksett Police Department per RSA 31:95-e, II for LEAD (Law Enforcement Against Drugs) Graduation.

Meeting: Town Council - 10 May 2023
Department: Police Department
Staff Contact: Jake Robie, Captain

BACKGROUND INFORMATION:

On May 3, 2023, SRO Bergeron will be hosting a graduation ceremony for the LEAD program she teaches to the 5th grade students. The donated supplies from Walmart will be used for the graduation.

FINANCIAL IMPACT:

None

POLICY IMPLICATIONS:

None

RECOMMENDATION:

Accept the donation.

SUGGESTED MOTION:

Motion to accept a donation of supplies totaling \$202.61 from Walmart, to the Town of Hooksett for the Hooksett Police Department per RSA 31:95-e, II for LEAD (Law Enforcement Against Drugs) Graduation.

TOWN ADMINISTRATOR'S RECOMMENDATION:

I concur with the motion to accept a donation of supplies totaling \$202.61 from Walmart, to the Town of Hooksett for the Hooksett Police Department per RSA 31:95-e, II for LEAD (Law Enforcement Against Drugs) Graduation.

Town Council
STAFF REPORT



To: Town Council
Title: Motion to allow the Hooksett Police Department to accept donations of food, drinks, paper products, and entertainment with a combined estimated value less than \$5,000.00 from Hooksett Residents, Hooksett Kiwanis, Hooksett Police Association and any other business or association willing to donate to the Town of Hooksett for the Hooksett Police Departments National Night Out event, per RSA 31:95-e:II.
Meeting: Town Council - 10 May 2023
Department: Police Department
Staff Contact: Jake Robie, Captain

BACKGROUND INFORMATION:

This year's National Night Out event will be held on August 1, 2023, from 1700 hours to 1930 hours, at Donati Park. This will be our 6th year hosting the event and we are looking for your support as we start planning the event.

FINANCIAL IMPACT:

None

POLICY IMPLICATIONS:

None

RECOMMENDATION:

Support the motion.

SUGGESTED MOTION:

Motion to allow the Hooksett Police Department to accept donations of food, drinks, paper products, and entertainment with a combined estimated value less than \$5,000.00 from Hooksett Residents, Hooksett Kiwanis, Hooksett Police Association and any other business or association willing to donate to the Town of Hooksett for the Hooksett Police Departments National Night Out event, per RSA 31:95-e:II.

TOWN ADMINISTRATOR'S RECOMMENDATION:

I concur with the suggested motion to accept the donations for the National Night out event

Town Council STAFF REPORT



To: Town Council
Title: Accept Southeastern NH HazMat Mutual Aid District funds reimbursed to the Town of Hooksett, NH in the amount of \$1,468.49 for Hooksett Fire-Rescue Department Haz Mat Team members overtime costs and equipment reimbursement from Jan 1 2023 - March 31, 2023, per NH RSA 31:95-b III(b).
Meeting: Town Council - 10 May 2023
Department: Fire and Rescue
Staff Contact: Regina Howard, Administrative Assistant

BACKGROUND INFORMATION:

Since the mid-1990's HFR has been a member of the Southeastern NH HazMat Mutual Aid District Team. Several of our employees are team members and their overtime and backfill costs are reimbursed by the Team.

FINANCIAL IMPACT:

\$1468.49

POLICY IMPLICATIONS:

None

RECOMMENDATION:

Accept reimbursement funds

SUGGESTED MOTION:

Motion to accept Southeastern NH HazMat Mutual Aid District funds reimbursed to the Town of Hooksett, NH in the amount of \$1,468.49 for Hooksett Fire-Rescue Department HazMat Team members overtime costs and equipment reimbursement from Jan 1 2023 - March 31, 2023, per NH RSA 31:95-b III(b).

TOWN ADMINISTRATOR'S RECOMMENDATION:

I concur with the suggested motion to accept the mutual aid reimbursement in the amount of \$1,468.49.

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 - 10 May 2023
Department: Family Services
Staff Contact: Wendy Baker, Executive Assistant

BACKGROUND INFORMATION:

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

FINANCIAL IMPACT:

+\$150.00

POLICY IMPLICATIONS:

N/A

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:

I concur with the motion to accept donation totaling \$150.00 from George and Daniel Bureau to the Town of Hooksett for the Family Services Department.

Town Council
STAFF REPORT



To: Town Council
Title: To accept a donation of a child's toy valued at \$50.00 from an anonymous donor to the Town of Hooksett for the Family Services Department per RSA 31:95-e, II
Meeting: Town Council - 10 May 2023
Department: Family Services
Staff Contact: Wendy Baker, Executive Assistant

BACKGROUND INFORMATION:

Donations of an item made to the Family Services Department to benefit Hooksett families.

POLICY IMPLICATIONS:

N/A

RECOMMENDATION:

To accept the donated items.

SUGGESTED MOTION:

To accept a donation of a child's toy valued at \$50.00 from an anonymous donor the Family Services Department per RSA 31:95-e, II

TOWN ADMINISTRATOR'S RECOMMENDATION:

I concur with the suggested motion to accept a child's toy valued at \$50.

Town Council **STAFF REPORT**



To: Town Council
Title: Hemlock Hills Subdivision (1,200' of Laurel Road) - Request for Release of \$314,425.05 Cash Bond
Meeting: Town Council - 10 May 2023
Department: Community Development
Staff Contact: Bruce Thomas, Town Engineer

BACKGROUND INFORMATION:

The developer of the Hemlock Hills Subdivision is requesting that the Town of Hooksett release the bond for the portion of Laurel Road (Phase I of the project) that was accepted by the Town Council last fall at its meeting on November 22, 2023.

FINANCIAL IMPACT:

None

POLICY IMPLICATIONS:

None

RECOMMENDATION:

Release of the \$314,425.05 Cash Bond - MBIA #0239 for Phase I of the Hemlock Hills Subdivision.

SUGGESTED MOTION:

Release of the \$314,425.05 Cash Bond - MBIA #0239 for Phase I of the Hemlock Hills Subdivision.

TOWN ADMINISTRATOR'S RECOMMENDATION:

I concur with the motion to release of the \$314,425.05 Cash Bond - MBIA #0239 for Phase I of the Hemlock Hills Subdivision.

ATTACHMENTS:

[01 Memo to release bond Phase I](#)

[02 Bond Information](#)

[03 Phase I Bond information](#)

[04 Locus Map Hemlock Hills](#)



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*
Cc: Scott Bussiere, Developer
Date: April 12, 2023
Re: Release Bond for Hemlock Hills Phase I - 1,200' of Laurel Drive

Please be advised that all work on the referenced section of Laurel Drive has been completed and accepted by the Town at the November 11, 2023 meeting of the Town Council. I recommend that the bond for this section be released.

Town of Hooksett		11/22/2022	
Performance Sureties Located at the Finance Dept			
Project Name	Reason	Amount	Released Date
Hemlock Hills Estates P-1	Dennis Demers		
Cash - MBIA # 0226	Site Surety	906,593.00	08/12/20
	Council Reduced to 314,425.05	314,425.05	01/13/21
Hemlock Hills Estates P-2A	Allstate Builders		
Cash - MBIA #0239	Road Bond	67,060.30	11/29/21

Town of Hooksett, NH Project Estimate Worksheet						
The project will be completed in four phases the following estimate is for phase I of the project as requested by Hooksett DPW						
Project Name - Hemlock Hills Estates Phase I Map/Lot 21 \ 15						
Laurel Drive Start Station 0+00 End Station 12+00 Hemlock Hill Start Station just ponds End Station access rd 9.8 Acres						
Phase I Total Disturbance						
ESTIMATE PHASE I						
Site	Item	Unit	Quantity	Unit Price	Price	Reduction
	Erosion Control	Ac	9.8	\$4,350.00	\$42,630.00	0.6
	Clearing & Grubbing	Ac	9.8	\$7,250.00	\$71,050.00	0.9
	Common Excavation	C.Y.	0	\$9.00	\$0.00	
	Ledge Excavation	C.Y.		\$30.00	\$0.00	
	Common Borrow/Embankment	C.Y.	0.985	\$7.50	\$82,387.50	0.6
	Trench Excavation w/ Ledge	C.Y.		\$50.00	\$0.00	
	CLEAN SAND @ 18" 34" BOX LAUREL	C.Y.	2450	\$10.00	\$24,500.00	1
	Bank Run Gravel @ 18" 34" BOX LAUREL	C.Y.	2450	\$19.00	\$46,550.00	1
	Crushed Gravel @ 6" 34" BOX LAUREL	C.Y.	850	\$26.50	\$22,525.00	1
	CLEAN SAND @ 18" 30" BOX HEMLOCK HILL	C.Y.		\$10.00	\$0.00	
	Bank Run Gravel @ 18" 30" BOX HEMLOCK HILL	C.Y.		\$19.00	\$0.00	
	Crushed Gravel @ 6" 30" BOX HEMLOCK HILL	C.Y.		\$26.50	\$0.00	
	Crushed Gravel @ 12" Access Roads	C.Y.	500	\$26.50	\$13,250.00	
	Crushed Stone	C.Y.		\$18.00	\$0.00	
	Paving Binder Course (2.5" minimum)	S.Y.	429	\$9.00	\$38,619.00	
	Tack Coat	S.Y.	429	\$0.45	\$1,930.95	
	Paving Prepwork & Cleaning	L.S.	1	\$2,500.00	\$2,500.00	
	Paving Wearing Course (1.5" minimum)	S.Y.	429	\$8.00	\$34,328.00	
	Bituminous Curb	L.F.		\$4.75	\$0.00	
	Sloped Granite Curb	L.F.	229	\$18.00	\$4,122.00	
	Concrete Curb	L.F.		\$10.00	\$0.00	
	Loam & Seed	S.Y.	28104	\$3.50	\$98,364.00	0.5
Bond Reduction Spreadsheet						\$49,182.00

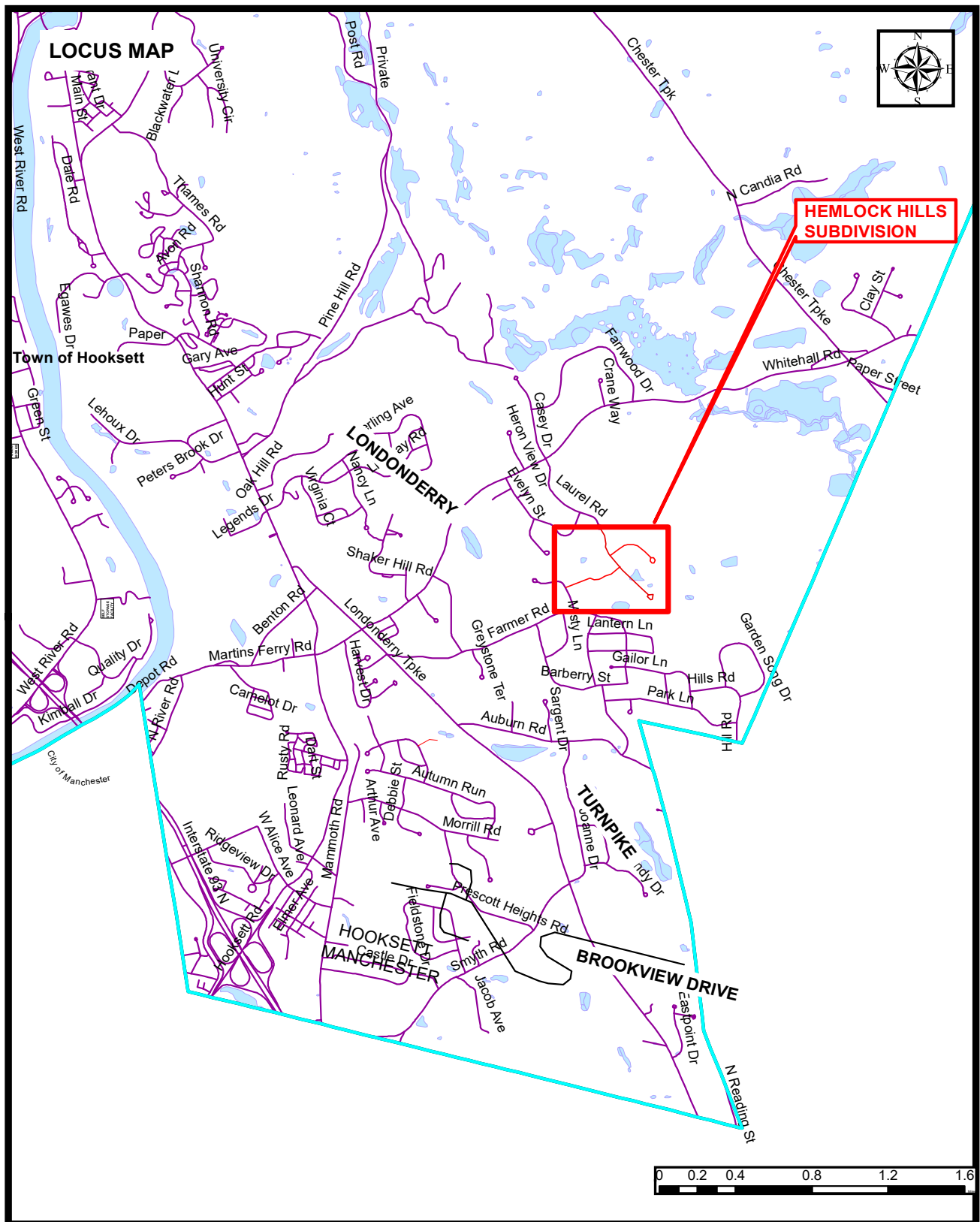
Bond Reduction Spreadsheet

Item	Unit	Quantity	Unit Price	Price	% Complete	Reduction
Storm Drain						
12" RCP	L.F.	33	\$48.00	\$1,584.00		\$0.00
15" RCP	L.F.	473	\$50.00	\$23,650.00		\$0.00
18" RCP	L.F.	772	\$65.00	\$50,180.00	0.8	\$18,920.00
24" RCP	L.F.	605	\$80.00	\$48,400.00	0.7	\$35,126.00
30" RCP	L.F.	402	\$100.00	\$40,400.00	0.7	\$33,880.00
36" RCP	L.F.		\$120.00	\$0.00	0.7	\$28,280.00
Underdrain	L.F.	1103	\$24.00	\$26,400.00	1	\$26,400.00
Catch Basin / Inlets	EA	9	\$2,200.00	\$19,800.00	0.45	\$8,910.00
Drain Manholes	EA	3	\$1,625.00	\$4,875.00	1	\$4,875.00
Riprap & Filter Material	C.Y.	1240	\$45.00	\$55,800.00	0.3	\$16,740.00
Inlet / Outlet Structures	EA	3	\$3,000.00	\$9,000.00		\$0.00
End Sections	EA	16	\$560.00	\$8,960.00	0.15	\$1,344.00
Wingwalls & Headwalls	EA	4	\$1,000.00	\$4,000.00	0.5	\$2,000.00
Iron Pins	EA		\$100.00	\$0.00		\$0.00
Concrete Bounds	EA		\$390.00	\$0.00		\$0.00
Asphalt Plans (1 Mylar & 2 Sets Blue Prints)	Sheet		\$800.00	\$0.00		\$0.00
Guard Rail	L.F.		\$21.00	\$0.00		\$0.00
Guard Rail End Section	EA		\$1,900.00	\$0.00		\$0.00
General Clean Up	L.S.	1	\$5,000.00	\$5,000.00		\$0.00

Bond Reduction Spreadsheet

Item	Unit	Quantity	Unit Price	Price	% Complete	Reduction
Sanitary						
Force Main	L.F.		\$50.00	\$0.00		\$0.00
6" PVC SDR 35	L.F.		\$50.00	\$0.00		\$0.00
8" PVC SDR 35	L.F.		\$50.00	\$0.00		\$0.00
12" PVC SDR 35	L.F.		\$65.00	\$0.00		\$0.00
15" PVC SDR 35	L.F.		\$75.00	\$0.00		\$0.00
Sewer Manholes	EA		\$1,500.00	\$0.00		\$0.00
Pump Station	EA		\$2,500.00	\$0.00		\$0.00
Water Main						
6" DI Water Line	L.F.		\$64.00	\$0.00		\$0.00
8" DI Water Line	L.F.		\$75.00	\$0.00		\$0.00
12" DI Water Line	L.F.		\$80.00	\$0.00		\$0.00
Hydrant	EA		\$1,500.00	\$0.00		\$0.00
Miscellaneous Items						
Stop Sign	EA	1	\$150.00	\$150.00		\$0.00
Stop Bar 12"	L.F.	12	\$5.00	\$60.00		\$0.00
Cistern	EA	1	\$35,000.00	\$35,000.00		\$35,000.00
Driveway Culverts	L.F.	144	\$40.00	\$5,760.00	0.3	\$1,728.00
Driveway Culvert End Sections	EA	12	\$200.00	\$2,400.00	2	\$4,800.00
CD signs	EA	0	\$10.00	\$0.00		\$0.00
Erosion Control Blanket	SY		\$2.00	\$0.00		\$0.00
						\$538,334.50
				Subtotal	\$824,175.45	\$285,840.95
				Engineering & Contingencies (10%)	\$82,417.55	\$23,584.10
				Grand Total	\$906,593.00	\$314,425.05
					%	

Bond Reduction Spreadsheet



Town Council
STAFF REPORT



To: Town Council
Title: Jodi Pinard - Town Council At Large Seat
Meeting: Town Council - 10 May 2023
Department: Administration
Staff Contact: Wendy Baker, Executive Assistant

BACKGROUND INFORMATION:

Jodi Pinard has applied for the At Large Seat on the Hooksett Town Council. She is in District 3.

RECOMMENDATION:

Discuss, nominate and appoint Jodi Pinard to the Hooksett Town Council as the At Large seat that is available with a term expiring June 30, 2024.

SUGGESTED MOTION:

Motion to nominate and appoint Jodi Pinard to the Hooksett Town Council as the At Large seat with a term expiring June 30, 2024.

TOWN ADMINISTRATOR'S RECOMMENDATION:

Town Council will need to vote on Ms. Jodi Pinard's nomination.

ATTACHMENTS:

[J. Pinard Application](#)



ADMINISTRATION
DEPARTMENT

APR 19 2023

TOWN OF HOOKSETT NH

Town of Hooksett

APPLICATION FOR APPOINTED TOWN BOARD POSITION

Date Submitted: 4/19/23

Name: Jodi Pinard Phone: 603-860-6226

Address: 11 Morningside Dr. Hooksett, NH

Email Address: Jodi_1977@hotmail.com

Signature: Jodi Pinard

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

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

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

BOARDS, COMMISSIONS & COMMITTEES

Role Preference

Alternate, Regular, or None?

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

*Town Councilor
at Large
District 3*

2

How long have you been a resident of Hooksett?

My family and I have lived in Hooksett for 16 years

Why are you seeking this position?

I ran for this position in 2022. I'm looking to serve the Town of Hooksett & share my knowledge to continue to move the Town forward.

Do you have any specific goals or objectives?

I would like to work on more opportunities to work with school and partner on events. This will help bridge the GAP between the 2 entities and open discussions on how to work on some cost savings for the town.

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

Budget (municipal)
worked in municipal government for 20 years
familiar w/ municipal laws & rules

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

None that I am aware of

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

Worked for Hooksett DPW for 9.5 years
Currently the Chichester, NH Town Administrator (9.5 years)

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

None

Town of Hooksett

35 Main Street
Hooksett, NH 03106

FRAUD POLICY

Recognition & Awareness Form

Acknowledgement:

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

Signature: Joel Pinard

Print Name: Joel Pinard

Date Signed: 4/19/23

Department Head Signature: _____

Town Council

STAFF REPORT



To: Town Council
Title: Donati Park Pedestrian Bridge Project - Award to the Lewco Company of Springfield, VT for \$29,025.00. (Tabled at 4/12/23 Meeting)
Meeting: Town Council - 10 May 2023
Department: Community Development
Staff Contact: Bruce Thomas, Town Engineer

BACKGROUND INFORMATION:

The Town received proposals to construct the footings and decking for the Donati Pedestrian Bridge Project.

The project was advertised in the Manchester Union Leader on February 27, 2023. It was also put on the Town website and sent to several contractors that do bridge foundation work. Four bids were received and opened on March 23, 2023. The low bidder is the Lewco Company with a bid of \$29,025.00.

At the April 12th meeting of the Town Council, the Council requested that investigate the use of Public Works crews to remove the existing bridge and remove that item totaling \$1,000 from the contract.

I discussed this with the Director of Public Works and we agreed that this would not be advisable for the following reasons.

1. \$1,000 is a very reasonable cost for this work especially as the second bidder bid \$25,000 for the work.
2. It would cost the Public Works Department more than twice as much to do this work (roughly \$2,100 based on the PWD's estimate).
3. It would greatly increase liability for the Town. The bridge is over a fairly active stream. Taking the bridge down could damage the stream or embankments. Frankly, if the embankments were not protected at all times through the course of the bridge project for whatever reason, the Town could be on the hook for damages.
4. I believe that in having the contractor do the work, he can incorporate it into the project much more efficiently, with a minimal amount of time without a bridge.
5. I don't think that it's good practice to award partial bids in this manner. The Town could develop a reputation of "nickel and diming" contractors which may affect costs on future bids.

Where I fully respect the intent of the Council to save taxpayer funds, for the reasons stated above, I continue to recommend that the contract be awarded to the Lewco Company for the bid price of \$29,025.00.

Contractor	Base Bid:
Lewco Company	\$ 29,025.00

William Davis Co.	\$ 99,450.00
N.E. Infrastructure	\$125,000.00
Evroks Corp.	\$142,040.00

FINANCIAL IMPACT:

None

POLICY IMPLICATIONS:

None

RECOMMENDATION:

To approve the award of the Donati Park Pedestrian Bridge Project and allow the Town Administrator to sign the contract with the Lewco Company for the bid price of \$29,025.00 and pay for the project from SB 401 Bridge Aid account.

SUGGESTED MOTION:

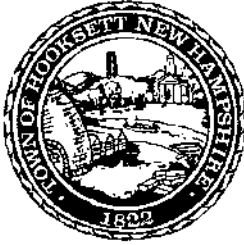
1. Motion to remove from the table.
2. Motion to approve the award of the Donati Park Pedestrian Bridge Project and allow the Town Administrator to sign the contract with the Lewco Company for the bid price of \$29,025.00 and pay for the project from SB 401 Bridge Aid account.

TOWN ADMINISTRATOR'S RECOMMENDATION:

I concur with the suggested motion. It would be cost effective for the town to allow the successful bidder to do the work to remove the bridge at \$1000, for the Town to remove the bridge at double the amount.

ATTACHMENTS:

- [01 Memo -Project Award Recommendation](#)
- [02 Bid Tabulation Donati Bridge](#)
- [DPW Costs Donati Bridge Removal](#)
- [04 GPI Recommendation to award to Lewco](#)
- [05 Donati Park Bridge Existing](#)
- [06 Donati Bridge Plans](#)



TOWN OF HOOKSETT
COMMUNITY DEVELOPMENT DEPARTMENT

Bruce A. Thomas, P.E., Town Engineer

35 MAIN STREET

HOOKSETT, NEW HAMPSHIRE 03106

TELEPHONE (603) 419-4003 WEBSITE www.hooksett.org FAX (603) 485-4118

Memo

To: Andre Garron, Town Administrator
From: Bruce A. Thomas, P.E., Town Engineer *BAT*
Cc: Ben Berthiaume
Date: March 27, 2023
Re: Donati Park Pedestrian Bridge Project Award Recommendation

The project was advertised in the Manchester Union Leader on February 27, 2023. It was also put on the Town website and sent to several contractors that do bridge foundation work. Five bids were received and opened on March 23, 2023. The low bidder is the Lewco Company with a bid of \$29,025.00.

I recommend that the contract be awarded to the Lewco Company for \$29,025.00.

Please contact me with any questions that you may have.

BID TABULATION Donati Park Pedestrian Bridge Project Bid Opening March 27, 2023											
				Engineer		Lewco		William Davis		N.E. Infrastructure	
Item Number	Item Description	Unit Price	Quantity	Price	Amount	Price	Amount	Price	Amount	Price	Amount
203.1	Common Excavation	CY	55	\$28.00	\$1,540.00	\$30.00	\$1,650.00	\$100.00	\$5,500.00	\$40.00	\$2,200.00
209.201	Granular Backfill (Bridge) (F)	CY	6	\$120.00	\$720.00	\$70.00	\$420.00	\$100.00	\$600.00	\$100.00	\$600.00
502	Removal of Existing Bridge Structure	U	1	\$1,200.00	\$1,200.00	\$1,000.00	\$1,000.00	\$25,000.00	\$25,000.00	\$90,320.00	\$90,320.00
503.101	Water Diversion Structure	U	1	\$3,000.00	\$3,000.00	\$1,000.00	\$1,000.00	\$7,500.00	\$7,500.00	\$1,000.00	\$1,000.00
508	Structural Fill	CY	5	\$150.00	\$750.00	\$70.00	\$350.00	\$100.00	\$500.00	\$100.00	\$500.00
520.2	Concrete Class B	CY	13.0	\$600.00	\$7,800.00	\$1,500.00	\$19,500.00	\$3,000.00	\$39,000.00	\$1,500.00	\$19,500.00
534.3	Water Repellent (Silane/Siloxane)	Gal	1	\$200.00	\$200.00	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$700.00	\$700.00
544	Reinforcing Steel	LB	535	\$2.20	\$1,177.00	\$3.00	\$1,605.00	\$10.00	\$5,350.00	\$8.00	\$4,280.00
568	Structural Timber (F)	MBM	1.00	\$2,250.00	\$2,250.00	\$3,000.00	\$3,000.00	\$15,000.00	\$15,000.00	\$5,900.00	\$5,900.00
	Total:				\$18,637.00		\$29,025.00		\$99,450.00		\$125,000.00



**Town of Hooksett Department of Public Works
Cost Estimate - Donati Bridge Removal
Summary Sheet**

Material and Equipment Costs related to removing the existing Donati Foot Bridge	\$ 1,095.54
Labor Costs related to removing the existing Donati Foot Bridge	\$ 1,008.07
Total Costs	\$ 2,103.61



**Town of Hooksett Department of Public Works
Cost Estimate - Donati Bridge Removal
Material and Equipment Costs**

Material and Equipment Costs								
	Cost Code	Equipment ID	Equipment Description	Unit	Rate	Units Used	Cost	Notes
	8190		Chain Saw	Hr	\$ 2.07	2	\$ 4.14	
	8282	B1-21	Excavator, Hydraulic	Hr	\$ 82.48	6	\$ 494.88	
	8393	L1-20	Loader, Wheel	Hr	\$ 46.46	6	\$ 278.76	
	8720	D1-08	Dump, Truck 8cy	Hr	\$ 52.96	6	\$ 317.76	
Material and Equipment Cost Totals							\$ 1,095.54	



**Town of Hooksett Department of Public Works
Cost Estimate - Donati Bridge Removal
Labor Costs**

Employee	Classification	Hourly Rate	OT Rate	FICA Tax	NHRS	Health Ins*	Dental Ins*	Life Ins	Disability	Total Hourly Rate	Total OT Rate
Cutter, D.	Laborer	\$ 17.36	\$ 26.04	\$ 1.33	\$ 2.35	\$ 10.12	\$ 0.19	\$ 0.04	\$ 0.16	\$ 31.54	\$ 40.22
Demers, R.	Driver/Laborer	\$ 20.14	\$ 30.21	\$ 1.54	\$ 2.72	\$ 10.12	\$ 0.19	\$ 0.04	\$ 0.18	\$ 34.94	\$ 45.01
Hebert, J.	Heavy Equipment Operator	\$ 22.01	\$ 33.02	\$ 1.68	\$ 2.98	\$ 10.12	\$ 0.19	\$ 0.05	\$ 0.20	\$ 37.23	\$ 48.23
Hebert, R.	Assitant Crew Chief	\$ 24.52	\$ 36.78	\$ 1.88	\$ 3.32	\$ 10.12	\$ 0.19	\$ 0.05	\$ 0.22	\$ 40.30	\$ 52.56

*ave 2-person

Mobilize Equipment To and From Job Site

Employee	Classification	Total Hourly Rate	Hours Worked	Total Paid
Cutter, D.	Laborer	\$ 31.54	2.00	\$ 63.08
Demers, R.	Driver/Laborer	\$ 34.94	2.00	\$ 69.88
Hebert, J.	Heavy Equipment Operator	\$ 37.23	2.00	\$ 74.46
Hebert, R.	Assitant Crew Chief	\$ 40.30	2.00	\$ 80.60
				\$ 288.02

Remove Bridge, Break Down, and Transport to Transfer Station

Employee	Classification	Hourly Rate	Hours Worked	Total Paid
Cutter, D.	Laborer	\$ 31.54	5.00	\$ 157.70
Demers, R.	Driver/Laborer	\$ 34.94	5.00	\$ 174.70
Hebert, J.	Heavy Equipment Operator	\$ 37.23	5.00	\$ 186.15
Hebert, R.	Assitant Crew Chief	\$ 40.30	5.00	\$ 201.50
				\$ 720.05

Total Labor Costs for Donati Bridge Removal	\$ 1,008.07
--	--------------------

Bruce Thomas

From: Stephen Langevin <slangevin@gpinet.com>
Sent: Monday, March 27, 2023 11:07 AM
To: Bruce Thomas
Cc: Andre Garron
Subject: Donati Park Bridge - Contractor Recommendation

Hi Bruce,

I spoke with Matt Lewis of Lewco, LLC on Friday afternoon about the scope of the project. He had seen the other bids though he said he was comfortable with his bid. He also had a good understanding of the work that needs to be done. He indicated that he is available to start very soon. Lewco has another larger project starting in late April/May and he would like to get this project moving forward before that other project if possible. He even indicated that he would start with a verbal agreement before the contract. I responded that the Town of Hooksett is meeting on Thursday to decide on how to proceed.

It appears that both the Town's and Lewco's schedule for this project aligns well.

I called the towns that Lewco listed as references that had projects involving concrete. Grafton, VT will need to get back to me at some point because their road agent is currently busy with a broken down road grader. It is uncertain how soon I will hear back from them. I was able to speak with the Sharon road crew manager Frank Rogers and Jeff Strong, Springfield Director of Public Works regarding the projects Lewco had worked on with them.

Mr. Strong said that Matt Lewis and Lewco did a very good job on the two projects they had worked on and added that Lewco just signed another contract with the Town for another larger project. He indicated that he was happy to give a good recommendation for Lewco. They have not been around for very long, however, Mr. Strong mentioned that Matt Lewis' father owns Gurney Brothers Construction and their reputation is very good.

Mr. Rogers said that they didn't have any problems with Lewco. They were efficient, knowledgeable and left the job looking great. Mr. Rogers said that the Town of Sharon would be happy to work with Lewco again in the future.

Based on my conversation with Matt Lewis then with Jeff Strong and Frank Rogers, GPI recommends Lewco, LLC for the Donati Park Bridge project.

If the Town requires a formal letter, I would be happy to provide one. Just let me know.

Steve

Stephen Langevin, P.E.
 Project Manager
 (He/Him/His)

21 Daniel Street, Second Floor, Portsmouth, NH 03801
 d 603.766.8250 | c 603.205.4377
slangevin@gpinet.com | www.gpinet.com



Engineering | Design | Planning | Construction Management

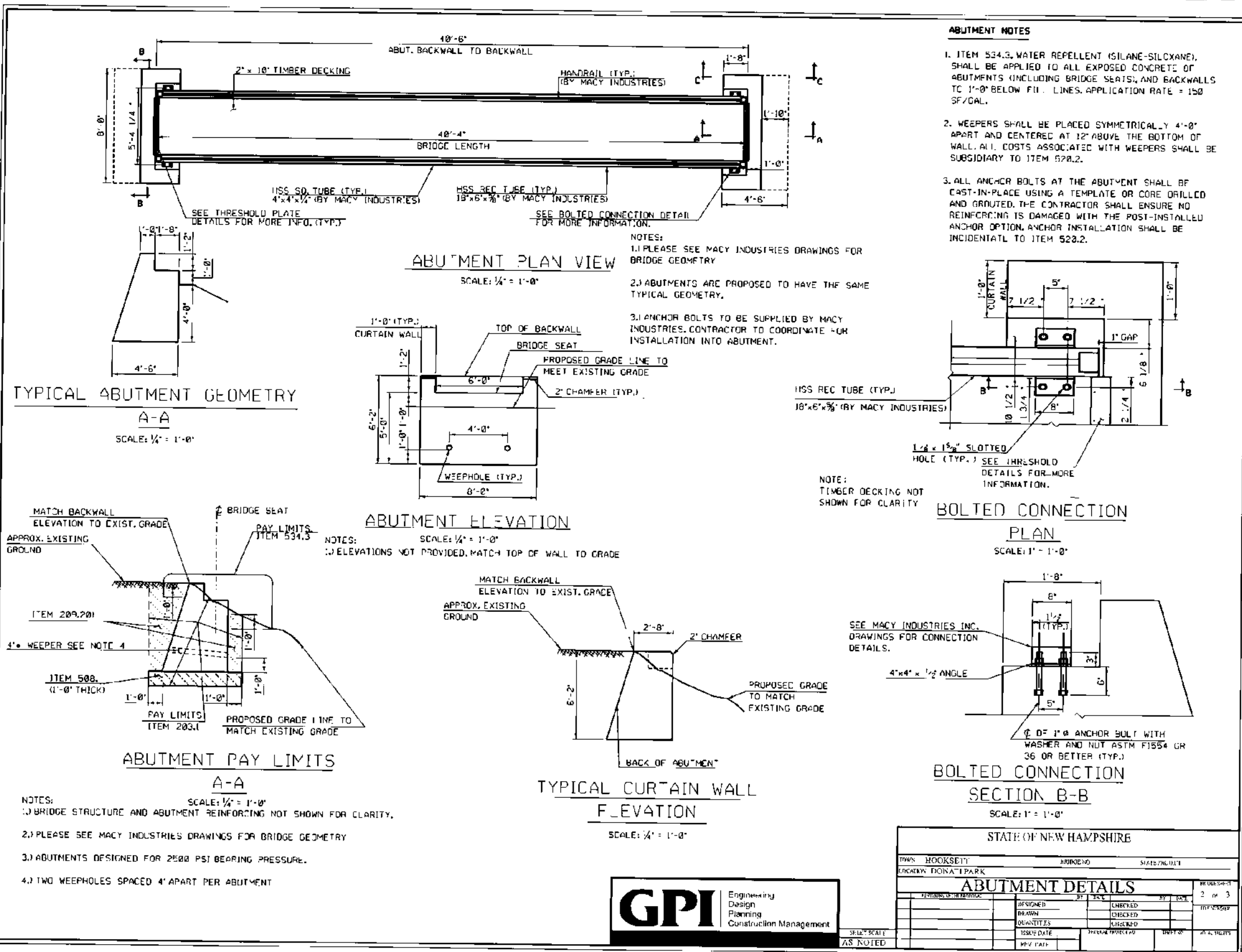
Greenman-Pedersen, Inc.
 An Equal Opportunity Employer



Per Title VI of the Civil Rights Act of 1964 and other Nondiscrimination statutes, Greenman-Pedersen, Inc. and its related companies will not discriminate on the grounds of race, color or national origin in the selection and retention of subconsultants, including procurement of materials and leases of equipment. Greenman-Pedersen, Inc. and its related companies will ensure that minorities will be afforded full opportunity to submit proposals and will not be discriminated against in consideration for an award.

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Town Council STAFF REPORT



To: Town Council
Title: Obligate Impact Fees for Martins Ferry Road Project
Meeting: Town Council - 10 May 2023
Department: Community Development
Staff Contact: Bruce Thomas, Town Engineer

BACKGROUND INFORMATION:

Obligate Impact Fees for Martins Ferry Road Project- \$300,000

Impact fees will expire and be returned to the developers if not obligated. The Town should obligate these fees for use on the Martins Ferry Road project before they have to be returned. There is currently a balance of \$413,214.47 of impact fees currently available.

The Town Attorney has agreed that the funds may be used for that project. Below is a justification for the use of impact fees.

The Town is planning to realign the Martins Ferry Road Intersection to increase safety and resolve other issues that include serious erosion problems.

We currently have hired a consultant to design the work. The construction project will likely cost about \$1,000,000 depending on the scope of work.

We would like to fund a portion of the construction project using Impact Fees. It appears that there has been significant growth in the area that would warrant the use of funds for the intersection since traffic and erosion are the main issues we are trying to address. Between 2010 to 2019, there has been a 17.6% increase in traffic at the intersection. In addition, Southern New Hampshire University has added 1934 beds to its campus (see attached).

This intersection is a node in the main corridor between the University and the shopping area of Hooksett. I believe that with the development of the University, the additional "beds" shown on the attached table are a direct link to the increased traffic through the intersection. The increase in beds relates to the increase in traffic to McDonalds, Shaw's and all the other shops in the area. Currently under construction is the "Seasons Market" at the intersection of Hooksett Road and Londonderry Turnpike. I anticipate that this will be a major draw to the students similar to a 7-Eleven Market.

Traffic Counts from the Southern New Hampshire Regional Planning Commission bear out the increase in traffic where counts from 2010 were 5,100 per day and rose to 6,000 per day in 2019, a 17.6% increase.

The stream that crosses through the intersection is the Messier Brook. This brook is also downstream of the Route 3 corridor. This area has been under development such as the Seasons

Market. This development is upstream from the intersection and the growth contributes to the erosion of the embankment along Martins Ferry Road. This project will realign the stream and permanently remove this erosion from taking place.

Recent developments that have or will have an impact on traffic include the Benton Road Sports Dome that paid \$108,922 in impact fees, the Seasons Market that will be paying \$28,438 and #7 Martins Ferry Road that will be paying \$15,426 in impact fees. In addition, the Autumn Run subdivision is upstream from the brook and paid \$151,452 in impact fees.

FINANCIAL IMPACT:

None

POLICY IMPLICATIONS:

None

RECOMMENDATION:

To obligate up to \$300,000 of impact fees on a continuous basis for the Martins Ferry Road Intersection project before the deadline to use funds expires.

SUGGESTED MOTION:

Motion to obligate up to \$300,000 of impact fees on a continuous basis for the Martins Ferry Road Intersection project before the deadline to use funds expires.

TOWN ADMINISTRATOR'S RECOMMENDATION:

I concur with the suggested motion.

ATTACHMENTS:

[2022-05-09 Residential Campus Housing Table](#)
[Thomas \(Impact Fee Ltr\) \(final\)](#)

As Of	5/24/2017										
Directory #	Dorm Name	Type	Town/City	Units	Singles	Doubles	Three	Quads	6-person	Beds	
2	New Castle Hall	Standard	Manchester	107	14	93				200	
3	Greely Hall	Apartment	Manchester	12	1				11	67	
4	Whittier Hall	Apartment	Manchester	22		11			11	88	
5	Winnepesaukee Hall	Standard	Manchester	34	10	24				58	
6	Merrimack Hall	Standard	Manchester	39	12	27				66	
7	Ossipee Hall	Standard	Manchester	38	11	27				65	
8	Kearsarge Hall	Apartment	Manchester	23		11			12	94	
9	Spaulding Hall	Apartment	Manchester	19		19				38	
10	Winnisquam Hall	Standard	Manchester	56	15	41				97	
11	Chocorua Hall	Standard	Both	38	10	28				66	
24	Washington Hall	Standard	Hooksett	131	20	111				242	
25	Sunapee Hall	Townhouse	Hooksett	8	1	15				31	
26	Cranmore Hall	Townhouse	Hooksett	7	1	13				27	
27	Attitash Hall	Townhouse	Hooksett	8	1	15				31	
28	Hillsboro Hall	Townhouse	Hooksett	7	1	13				27	
29	Rockingham Hall	Townhouse	Hooksett	7	1	11				23	
34	Lincoln Hall	Apartment	Hooksett	23	1	45				91	
35	Conway Hall	Apartment	Hooksett	29	1	57				115	
36	Hampton Hall	Standard	Hooksett	87	44	43				130	
37	Windsor Hall	Standard	Hooksett	87	44	43				130	
38	Tuckerman Hall	Standard	Hooksett	153	32	82	10	27		334	
Total Beds										2020	
COMPLETE-DEMO PHASE 1 - JULY 2017											
11	Chocorua Hall	Standard	Both	38	10	28				66	
10	Winnisquam Hall	Standard	Manchester	56	15	41				97	
8	Kearsarge Hall	Apartment	Manchester	23		11			12	94	
Sub-Total Demo										257	
Total Beds										1763	
COMPLETE-DORM 1 - AUGUST 2017											
	Monadnock	Standard	Hooksett	76	60	60				310	
Total Beds										2073	
DEMO PHASE 2 - May 2018											
25	Sunapee Hall	Townhouse	Hooksett	8	1	15				31	
26	Cranmore Hall	Townhouse	Hooksett	7	1	13				27	
Sub-Total Demo										58	
Total Beds										2015	
DORM 2 - AUGUST 2018											
	KINGSTON	Standard	Both	260	90	146				382	
Total Beds										2397	
DEMO PHASE 3 - AUGUST 2018											
3	Greely Hall	Apartment	Manchester	12	1				11	67	
4	Whittier Hall	Apartment	Manchester	22		11			11	88	
5	Winnepesaukee Hall	Standard	Manchester	34	10	24				58	
6	Merrimack Hall	Standard	Manchester	39	12	27				66	
7	Ossipee Hall	Standard	Manchester	38	11	27				65	
Sub-Total Demo										344	
Total Beds										2053	
DEMO PHASE 4 - Summer/Fall 2019											
27	Attitash Hall	Townhouse	Hooksett	8	1	15				31	
28	Hillsboro Hall	Townhouse	Hooksett	7	1	13				27	
29	Rockingham Hall	Townhouse	Hooksett	7	1	11				23	
9	Spaulding	Apartment	Manchester	19		19				38	
Sub-Total Demo										119	
Total Beds										1934	
DORM 3 - TBD											
	New Res Hall 3	Apartment	TBD							0	
Total Beds										1934	

DrummondWoodsum
ATTORNEYS AT LAW

Matthew R. Serge
Admitted in NH

603.792.7416
mserge@dwmlaw.com

670 N. Commercial Street, Suite 207
Manchester, NH 03101-1188
603.716.2895 Main
603.716.2899 Fax

April 13, 2023

Bruce Thomas, P.E.
Town Engineer
Town of Hooksett
35 Main Street
Hooksett, NH

RE: Impact Fee Usage

Dear Bruce:

I am writing in response to your inquiry concerning whether impact fees collected for roadway facilities can be used to finance the work to be performed at the Martins Ferry Road Intersection. In a letter to me, dated April 13, 2023, you explain that this work is being done in order to increase safety and resolve infrastructure issues related to the intersection. You also stated that these improvements are made necessary by the growth in the nearby area, which has led to a 17.6% increase in traffic at the intersection since 2010. Specifically, you note that this intersection is the main corridor between Southern New Hampshire University and the Town's main shopping area. The University has reportedly added 1934 beds, which logically results in a significant increase in traffic and the intersection in particular. You also note that new development that is either completed, or underway, in the area creates an additional impact to the intersection (i.e. Benton Road Sports Dome, Seasons Market, and Autumn Road Subdivision).

Under both state statute (RSA 674:21) and the Town Zoning ordinance (Article 31), the Town is authorized to collect impact fees from new developments to help meet the needs occasioned by the developments for the construction or improvement of capital facilities, including municipal road systems and rights-of-way. Given the facts presented, it appears that the need for the intersection improvements outlined above is directly related to new development in the area. As a result, it appears that usage of impact fees is appropriate.

Please do not hesitate to contact me if you have any questions.

Sincerely,

/s/ Matthew R. Serge

Matthew R. Serge

Town Council

STAFF REPORT



To: Town Council
Title: TIF District – Approval of Use and Occupancy Agreement – Cross Road/Hackett Hill Road
Meeting: Town Council - 10 May 2023
Department: Community Development
Staff Contact: Bruce Thomas, Town Engineer

BACKGROUND INFORMATION:

The Staff has been working with the State Right of Way Division of the NHDOT to secure permission to cross State property with for the installation of water and sewer mains. The purpose of the easements is to install sewer and water pipe on Cross Road under the I-93 bridge and within that Right-of-Way, and to install water pipe on State Owned property from Hackett Hill Road easterly, cross country to Route 3A. The sewer and water mains are part of the Tax Increment Finance (TIF) project and will ultimately flow to the pump station under construction at the Tri-Town Arena.

The agreement is at no cost to the Town, although the Staff and Consultant has gone to great lengths to satisfy all of the concerns of the NHDOT.

The agreement will be presented at the Town Council meeting of May 10, 2023. However, due to time constraints, a sample of a recent Use and Occupancy permit is attached. The actual permit will be provided at the meeting.

FINANCIAL IMPACT:

None

POLICY IMPLICATIONS:

None

RECOMMENDATION:

Approve of the Town Administrator to sign the Use and Occupancy Agreement.

SUGGESTED MOTION:

Motion to approve of the Town Administrator to sign the Use and Occupancy Agreement.

TOWN ADMINISTRATOR'S RECOMMENDATION:

I concur with the suggested motion to sign the Use and Occupancy agreement

ATTACHMENTS:

[DOT use and occupancy agreement-signedpdf](#)

[TIF Plan Exit 11 area](#)

Misc. Engineering
1832W – Turnpikes
I-93 – Hooksett
(Water Tower)

USE AND OCCUPANCY AGREEMENT

1. The following entities shall be parties to this Agreement made in duplicate this 14th day of February, 2018, and shall be bound by its provisions:
 - A. The HOOKSETT VILLAGE WATER PRECINCT, hereinafter called the "Precinct", incorporated in the State of New Hampshire, having a principal place of business at 7 Riverside Drive, Hooksett, NH, 03106.
 - B. The STATE OF NEW HAMPSHIRE, hereinafter called the "State", acting by and through the Commissioner, New Hampshire Department of Transportation (NHDOT), 7 Hazen Drive, PO Box 483, Concord, NH, 03302-0483.
2. The Precinct, through its consultant, has submitted a set of plans to the State to be incorporated in the Excavation/Encroachment Permit for installation of facilities within the highway right-of-way; and the State has reviewed and approved these plans.
3. This Agreement covers the Use and Occupancy of the Limited Access Right-of-Way (LAROW) of I-93 as shown on the attached plans. Such occupancy having been granted by execution of this document and issuance of Excavation/Encroachment Permit # CEN 11-18 covers the installation of water facilities at the location described as follows: approximately 390' of 12" SDR 11 HDPE water main, where 350' is within a 20" SDR 11 HDPE sleeve under the I-93 northbound and southbound barrels, crosses I-93 approximately 2,400 feet north of the Bureau of Turnpikes' Hooksett Tolls in the Town of Hooksett, County of Merrimack, New Hampshire.


The approved plans titled "WATER TANK REPLACEMENT PROJECT", dated May 22, 2017, with a November 15, 2017 revision date, as prepared by Brown Engineering/Surveying for the Precinct are hereby incorporated in this Agreement.
4. The Precinct shall submit any proposed alterations to said plans in writing to the State for review and approval by the State.
5. The Precinct shall submit proof of Bonding and Insurance required for the Excavation/Encroachment Permit.
6. All materials supplied and work performed by the Precinct or its contractor in the installation of the water facilities shall be subject to the inspection of a representative of the State. Any deficiencies in materials, methods of construction, or workmanship shall be promptly corrected to the satisfaction of the State.

14. The Precinct shall promptly and at its sole expense make such relocations and adjustments, including removal of facilities if required by the State, as may be necessary to accommodate highway or bridge construction, reconstruction, repair, or maintenance. Such relocation and adjustment shall be at the sole expense of the Precinct. Notwithstanding any statute or regulation to the contrary which may now exist or hereafter be created, no cost of such relocation or adjustment shall be eligible for participation by the State or Federal Highway Administration (FHWA); and the Precinct hereby waives any right it may now have or hereafter acquire to request such participation. EXCEPT THAT, the provisions of RSA 228:22 shall govern where applicable.
15. Where applicable, in accordance with RSA 72:23, I(b), this agreement is made between the parties subject to the condition that the Precinct shall pay all duly assessed personal and real estate taxes. Failure of the Precinct to pay the duly assessed personal and real estate taxes when due shall be cause to terminate this agreement by the State. In accordance with the requirements of RSA 72:23, I(b), the Precinct shall be obligated to pay personal and real estate taxes on structures or improvements added.
16. The Precinct agrees that the State, its agencies and their employees, agents, and representatives shall not incur any legal liability whatsoever to the Precinct for any damage to the water facilities or to any other property or employee of the Precinct or to any other person or entity hired by or affiliated with the Precinct resulting from or arising out of any ownership and use of and operations within the LAROW, including but not limited to inspection, maintenance, cleaning, snow removal, construction, reconstruction, rehabilitation, and repair.
17. The Precinct shall indemnify, defend, and hold harmless the State, NHDOT, United States Department of Transportation (USDOT), FHWA, and their employees, agents, and representatives against any and all claims, actions, causes of action, demands, liabilities, losses, penalties, damage of any kind, and failure to comply with any water commission's permitting, regulations, and guidelines, including all actions for indemnity and/or contribution, and including reasonable attorneys' fees, resulting from or arising out of any Precinct or State ownership, use of, and operations within the LAROW, including but not limited to inspection, maintenance, cleaning, snow removal, construction, reconstruction, rehabilitation, and repair of either the water or the highway facilities. The indemnification provided under this paragraph shall include, but not be limited to, any and all claims or demands for loss of revenue, income, business or economic opportunity, customers, profits, presence of and occupation of, and service resulting from or arising out of any inability or failure of the water facilities to provide service as intended by the Precinct.
18. The Precinct shall, at the request of the State and at the expense of the Precinct, provide whatever protection is deemed necessary by the Precinct or by the State in the event the State performs any work on the highway, including but not limited to inspection, maintenance, cleaning, snow removal, construction, reconstruction, rehabilitation, and repair of the highway facilities.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.


THE STATE OF NEW HAMPSHIRE
Department of Transportation


HOOKSETT VILLAGE WATER PRECINCT

BY: 
David M. Rodrigue, P.E.
Director of Operations

BY: 
(Signature)

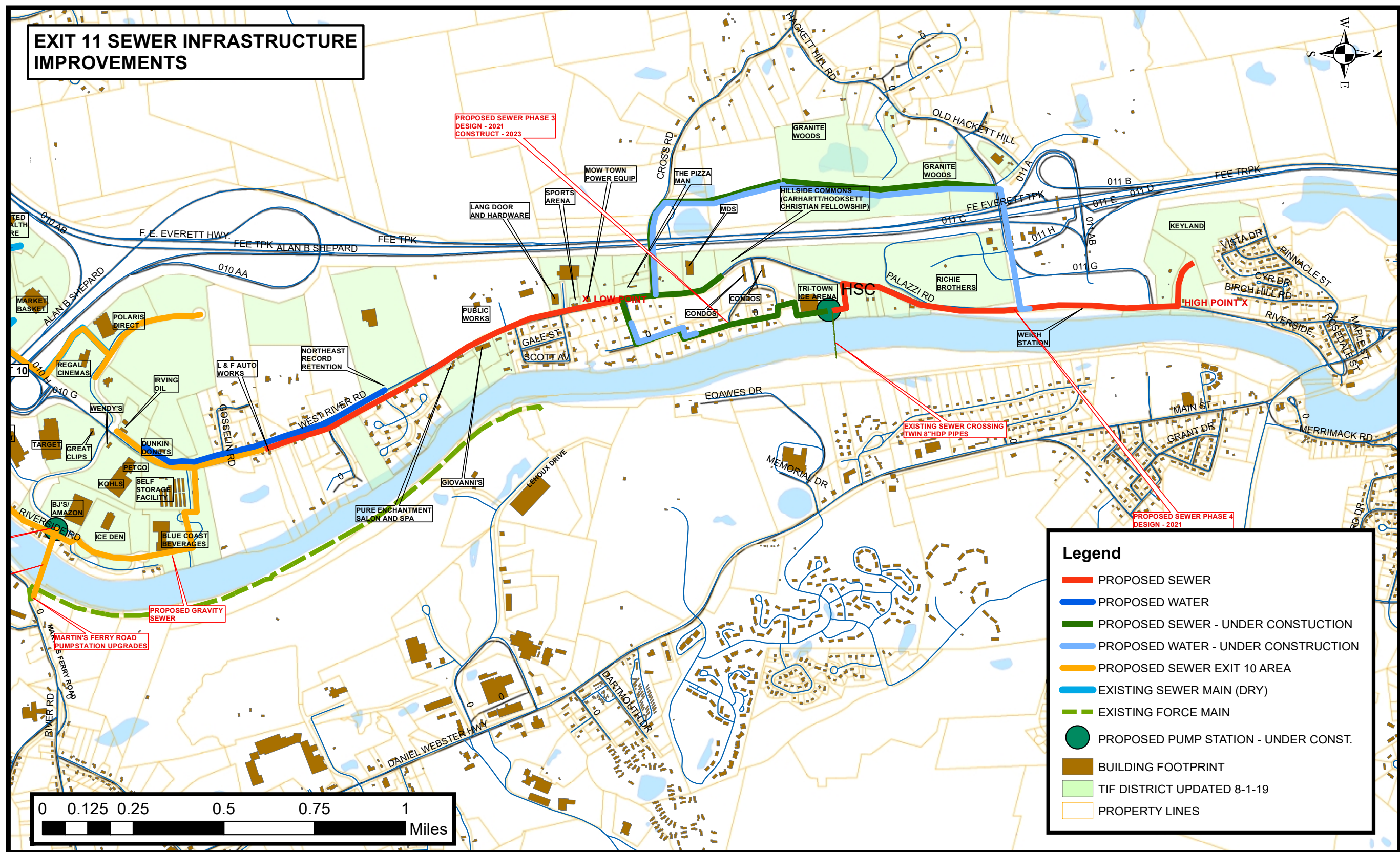

(Typed Signature)


(Title)

 JAM

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EXIT 11 SEWER INFRASTRUCTURE IMPROVEMENTS



Town Council

STAFF REPORT



To: Town Council

Title: Motion to approve the purchase of 24 Taser 7's with training and duty cartridges for one year, from Axon Enterprise, Inc., to replace our front-line Patrol Officers, Sergeants, and the SRO older model tasers when the funds become available on July 1, 2023, for a total amount of \$67,168.60. The purchase was approved by the voters as warrant article #19 during annual town elections on March 28, 2023.

Meeting: Town Council - 10 May 2023

Department: Police Department

Staff Contact: Jake Robie, Captain

BACKGROUND INFORMATION:

On March 28, 2023, Hooksett voters voted in favor of warrant article #19, which was to raise and appropriate the sum of \$68,000.00 to be used to purchase police tasers including accessories and training equipment. This had also been previously approved by the CIP committee. The \$68,000.00 is within the budget for us to purchase 24 Taser 7's with training and duty cartridges for one year from Axon Enterprise, Inc., for a one-time cost of \$67,168.60. The new Tasers will replace all our older model Tasers for our Patrol Officers, Sergeants, and the SRO. Axon Enterprise Inc. is the supplier of Law enforcement Tasers and a company that we have dealt with for several years. See the attached quote for details.

FINANCIAL IMPACT:

\$67,168.60 - Approved by the voters on March 28, 2023.

POLICY IMPLICATIONS:

None

RECOMMENDATION:

Approve the purchase.

SUGGESTED MOTION:

Motion to approve the purchase of 24 Taser 7's with training and duty cartridges for one year, from Axon Enterprise, Inc., to replace our front-line Patrol Officers, Sergeants, and the SRO older model tasers when the funds become available on July 1, 2023, for a total amount of \$67,168.60. The purchase was approved by the voters as warrant article #19 during annual town elections on March 28, 2023.

TOWN ADMINISTRATOR'S RECOMMENDATION:

I concur with the motion to approve the purchase of 24 Taser 7's with training and duty cartridges for one year, from Axon Enterprise, Inc., to replace our front-line Patrol Officers, Sergeants, and the SRO

older model tasers when the funds become available on July 1, 2023, for a total amount of \$67,168.60.

ATTACHMENTS:

[Quote For Taser Purchase](#)

Axon Enterprise, Inc.
1780C N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-451525-45026.734NH
Issued: 04/10/2023
Quote Expiration: 04/28/2023
Estimated Contract Start Date: 08/01/2023
Account Number: 194324
Payment Terms: N30
Delivery Method:



SHIP TO	BILL TO
Business/Delivery Invoice-15 Legends Dr 15 Legends Dr Hobbsset NH 03106-1848 USA	-coxsat Police Dept - NH 15 Legends Dr -coxsat, NH 03106-1848 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Nate Hoffman Phone: (603) 664-4207 Email: nhoffman@axon.com Fax:	Jake Robie Phone: (603) 624-1560 Email: jrobie@hobbssetpolice.org Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$67,168.60
ESTIMATED TOTAL W/ TAX	\$67,168.60

Discount Summary

Average Savings Per Year	\$2,240.64
TOTAL SAVINGS	\$11,203.20

Payment Summary

Date	Subtotal	Tax	Total
Jul 2023	\$13,433.76	\$0.00	\$13,433.76
Jul 2024	\$13,433.71	\$0.00	\$13,433.71
Jul 2025	\$13,433.71	\$0.00	\$13,433.71
Jul 2026	\$13,433.71	\$0.00	\$13,433.71
Jul 2027	\$13,433.71	\$0.00	\$13,433.71
Total	\$67,168.60	\$0.00	\$67,168.60

Quote Unbundled Price: \$78,371.80
 Quote List Price: \$73,807.00
 Quote Subtotal: \$67,168.50

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
22176	2021 "Basic Bundle	24	60	\$49.17	\$46.00	\$41.39	\$99,601.50	\$0.00	\$99,601.50
A la Carte Hardware									
22176	TASER 7 LVE CARTR DSE, CLOSE QUARTERS (2-DEGREE) NS	94			\$40.25	\$40.25	\$3,783.50	\$0.00	\$3,783.50
22176	TASER 7 LVE CARTR DSE, STANDOFF (3.5-DEGREE) NS	94			\$40.25	\$40.25	\$3,783.50	\$0.00	\$3,783.50
Total							\$67,168.50	\$0.00	\$67,168.50

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
2221 Taser 7 Basic Bundle	23008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	24	07/01/2023
2221 Taser 7 Basic Bundle	23018	TASER 7 BATTERY PACK, TACTICAL	28	07/01/2023
2221 Taser 7 Basic Bundle	23082	TASER 7 HOLSTER - BLACK/HAWK, RIG-IT HAND	24	07/01/2023
2221 Taser 7 Basic Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	07/01/2023
2221 Taser 7 Basic Bundle	74019	NORTH AVES POWER CORD FOR A53 8-5AY, 4821-BAY / 6-BAY DOCK	1	07/01/2023
2221 Taser 7 Basic Bundle	74200	TASER 7 6-BAY DOCK AND CORE	1	07/01/2023
2221 Taser 7 Basic Bundle	83067	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	07/01/2023
2221 Taser 7 Basic Bundle	83080	TARGET FRAME, PROFESSIONAL, 27.5 IN X 76 IN, TASER 7	1	07/01/2023
A a Carra	22175	TASER 7 LIVE CARTRIDGE STANDOFF (3.5-DEGREE) NS	94	07/01/2023
A a Carra	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	94	07/01/2023

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
2221 Taser 7 Basic Bundle	21243	TASER 7 EVIDENCE.COM LICENSE	24	08/01/2023	07/31/2023
2221 Taser 7 Basic Bundle	21248	TASER 7 EVIDENCE.COM LICENSE	1	08/01/2023	07/31/2023

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
2221 Taser 7 Basic Bundle	83374	EX* WARRANTY, TASER 7 BATTERY PACK	28	07/01/2024	07/31/2028
2221 Taser 7 Basic Bundle	83395	EX* WARRANTY, TASER 7 HANDLE	24	07/01/2024	07/31/2028
2221 Taser 7 Basic Bundle	83396	EX* WARRANTY, TASER 7 SIX-BAY DOCK	1	07/01/2024	07/31/2028

Payment Details

Jul 2023						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	94	\$758.70	\$0.00	\$758.70
Year 1	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	94	\$758.70	\$0.00	\$758.70
Year 1	17Basic	2021 Tasar 7 Basic Bundle	24	\$11,920.31	\$0.00	\$11,920.31
Total				\$13,433.71	\$0.00	\$13,433.71

Jul 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	94	\$758.70	\$0.00	\$758.70
Year 2	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	94	\$758.70	\$0.00	\$758.70
Year 2	17Basic	2021 Tasar 7 Basic Bundle	24	\$11,920.31	\$0.00	\$11,920.31
Total				\$13,433.71	\$0.00	\$13,433.71

Jul 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	94	\$758.70	\$0.00	\$758.70
Year 3	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	94	\$758.70	\$0.00	\$758.70
Year 3	17Basic	2021 Tasar 7 Basic Bundle	24	\$11,920.31	\$0.00	\$11,920.31
Total				\$13,433.71	\$0.00	\$13,433.71

Jul 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	94	\$758.70	\$0.00	\$758.70
Year 4	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	94	\$758.70	\$0.00	\$758.70
Year 4	17Basic	2021 Tasar 7 Basic Bundle	24	\$11,920.31	\$0.00	\$11,920.31
Total				\$13,433.71	\$0.00	\$13,433.71

Jul 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	94	\$758.70	\$0.00	\$758.70
Year 5	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	94	\$758.70	\$0.00	\$758.70
Year 5	17Basic	2021 Tasar 7 Basic Bundle	24	\$11,920.31	\$0.00	\$11,920.31
Total				\$13,433.71	\$0.00	\$13,433.71

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

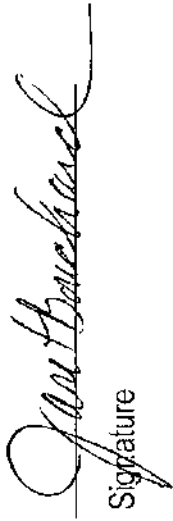
This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.


Signature

4/10/23
Date Signed

4/10/2023



Town Council
STAFF REPORT



To: Town Council
Title: Steel Guardrails Replacement Bid Acceptance
Meeting: Town Council - 10 May 2023
Department: Public Works
Staff Contact: Ben Berthiaume, Public Works Director

BACKGROUND INFORMATION:

The Department released a Request for Bids for Steel Guardrails Replacement. Bids were opened on April 5, 2023. The only bid was received from Premier Fence, LLC for \$61,938.80.

FINANCIAL IMPACT:

Funding to come from 2022-2023 and 2023-2024 FY budgets.

POLICY IMPLICATIONS:

None.

RECOMMENDATION:

The Council approves and consents to award the Steel Guardrails Replacement bid to Premier Fence, LLC for \$61,938.80 to be funded out of 2022-2023 and 2023-2024 FY budgets.

SUGGESTED MOTION:

Motion to approve and consent to award the Steel Guardrails Replacement bid to Premier Fence, LLC for \$61,938.80 to be funded out of 2022-2023 and 2023-2024 FY budgets.

TOWN ADMINISTRATOR'S RECOMMENDATION:

I concur with the motion to approve and consent to award the Steel Guardrails Replacement bid to Premier Fence, LLC for \$61,938.80 to be funded out of 2022-2023 and 2023-2024 FY budgets.

ATTACHMENTS:

[steel guardrails replacement results](#)
[rfp 23-09 steel guardrails](#)

Bid #23-09
Steel Guardrails Replacement
April 5, 2023 @ 2:30 pm

Attendees: Andre Garron, Town Administrator; Wendy Baker, Executive Assistant
Ben Bertiaume, PW Director

[illegible]

Bid opening closed: 2:47 PM

TOWN OF HOOKSETT



Prepared by:
DEPARTMENT OF PUBLIC WORKS
35 MAIN STREET
HOOKSETT, NH 03106
(603) 485-8471

REQUEST FOR PROPOSALS

HOOKSETT STEEL GUARDRAILS REPLACEMENT
Proposal #23-09

Acceptance Date: 2:30 pm, Wednesday, April 5, 2023

Sealed proposals, plainly marked, “HOOKSETT STEEL GUARDRAILS REPLACEMENT” on the outside of the mailing envelope as well as the sealed proposal envelope, address to Administration Department, Hooksett Town Hall, 35 Main Street, Hooksett, New Hampshire 03106 **will be accepted until Wednesday, April 5, 2023, at 2:30 pm** when all proposals will be publicly opened and read aloud.

This proposal is for steel guardrail replacements meeting NHDOT Specifications at the locations provided within the RFP. Proposal packages may be obtained from the town’s web site, www.hooksett.org, or by contacting the Administration Department at the above address, or by calling (603) 485-8472.

The Town of Hooksett reserves the right to reject any or all Proposals, to waive technical or legal deficiencies, and to accept any proposal that it may deem to be in the best interest of the Town.

1. INTRODUCTION

The Town of Hooksett is seeking Proposals to replace guardrails at Edgewater Drive, West Alice Avenue, and Donati Drive.

2. SCOPE OF WORK

The CONTRACTOR will provide the services needed for the following:

- 2.1 Removal and proper disposal of existing cable style guardrails.
- 2.2 Furnish and install new 31" W-Beam guardrail system meeting NHDOT specifications.
- 2.3 Provide certified flaggers and traffic control measures during active work.

WARRANTY

At project closeout, provide to Owner or Owners Representative an executed copy of the manufacturer's Total-System warranty, outlining its terms, conditions, and exclusions from coverage.

3. CLEAN UP

Perform daily clean-up to collect all trash, empty containers, rocks, dirt, and other debris from the project site that may be present as a result of the ongoing work. Upon completion, all debris must be disposed of in a legally acceptable manner.

Contract Requirements:

A typical Standard Contract is attached to this Request for Proposals. The contractor shall provide at the time of the contract signing Performance and Payment Bonds and a Certificate of Insurance with requirements as specified in this RFP naming the Town as additional insured. **The Town will retain 10% of the contract amount until after final contract is completed and will retain 2% of the contract amount for a one-year warranty period.** The Proposer shall provide a construction schedule at the time of the preconstruction meeting.

The Contractor, at the time of the preconstruction meeting, will provide a detailed approach to complete the project including the staging area as part of the contract.

The Town of Hooksett, Department of Public Works will oversee the proposals and construction of the project.

Vendor Qualifications

The Proposer shall list qualifications and financial stability and references on similar projects.

Criteria for Reviewing Proposals

In reviewing proposals, the Town will carefully weigh the following in making a determination which Proposal to award which will be in the best interests of the TOWN (not necessarily the lowest proposal):

1. Vendor's qualifications
2. Municipal experience
3. Pricing
4. Delivery of services

Proposals shall be valid for a 60 day period after date of the Proposal opening. It is expected that a contract approval will be made by within that 60 day period and award following town council approval, depending upon the available of funding and whatever is in the best interests of the Town.

Construction Schedule and Completion

Work cannot begin until July 3, 2023, and must be completed prior to October 27, 2023.

Construction work shall be limited to Monday through Friday, 7:00 am to 5:00 pm excluding holidays.

Submission

Pricing must be inclusive, clear, and concise, including such other information as requested or required. Be sure the proposal envelope is completely and properly identified. The face of the envelope shall indicate the title of the RFP, "**Hooksett Steel Guardrails Replacement**". Proposals must be received by the Town of Hooksett **ON or BEFORE THE HOUR SPECIFIED ON THE ACCEPTANCE DATE**. Proposals may be either mailed or hand delivered to the Town Hall, 35 Main Street, Hooksett, NH 03106, Attn: Town Administrator.

Inquiries

Inquiries pertaining to the Request for Proposal must cite the RFP title and acceptance date and be directed to Department of Public Works, Director, Ben Berthiaume at BBerthiaume@hooksett.org or 603-668-8019.

Competition

It is the town's intent that this RFP shall permit competition. It shall be the respondent's responsibility to advise the Town Administrator, in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements

stated in this RFP to a single source. Such notification must be received not later than ten (10) days prior to the proposal acceptance date.

Reservation of Rights

The Town of Hooksett reserves the right to reject all or any part of any or all proposals, to waive technical or legal deficiencies, and to accept any proposal that it deems to be in the best interest of the Town.

Firm Pricing

Proposed fees must be firm for the Town acceptance for 60 days from acceptance date of proposals.

Pricing must be inclusive, clear, and concise, including such other information as requested or required.

Insurance

The awarded vendor at their cost will be required to provide certificate of liability insurance before installation can commence naming the Town of Hooksett as additional insured. The following standard insurance shall be required:

Umbrella Insurance Coverage

Per Occurrence	\$1,000,000
----------------	-------------

Commercial General Liability Insurance

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products/Completed Operations Aggregate Limit	\$2,000,000
Personal and Advertising Limit	\$1,000,000

Commercial Automobile Insurance (for Owned, Hired, and Non-owned Autos:

Bodily Injury and Property Damage Liability	
Combined Single Limit (Per Occurrence)	\$1,000,000

Workers Compensation/Employers Liability Insurance

Bodily Injury by Accident Each Accident	
(Coverage B – Employer’s Liability)	\$500,000
Bodily Injury by Disease Aggregate Limit	\$500,000
Bodily Injury by Disease- Each Employee	
(Coverage A – Statutory)	\$500,000

Items Addressed

The Proposal should address all the points outlined in the request for proposals. The proposal should be prepared simply and economically, providing a straightforward, concise description of the firm's capabilities to satisfy the requirements of the request for proposals. While additional data may be presented, the following subjects and questions must be addressed:

1. Name, address, telephone number, fax number and e-mail address of the company
2. Three (3) copies of the proposal must be submitted
3. Name of contact person and telephone number for purposes of following up on proposal.
4. Narrative including the qualifications of the company and municipal experience.
5. Has the company been in bankruptcy, reorganization, or receivership in the last five years?
If so, please explain under what circumstances this disqualification or termination occurred.

Submission

The proposal container must be completely and properly identified. The face of the container shall be marked "**Hooksett Steel Guardrails Replacement**".

Prospective Proposers must monitor the Town's website for any addendums.

Proposals must be received by the Town of Hooksett ON or BEFORE the hour specified on the acceptance date. Proposals may be either mailed to Town Administrator, 35 Main Street, Hooksett, NH 03106, or hand delivered to the Municipal Center, 35 Main Street, Hooksett, NH, Attention: Town Administrator.

LATE PROPOSALS WILL NOT BE ACCEPTED

Table Of Contents

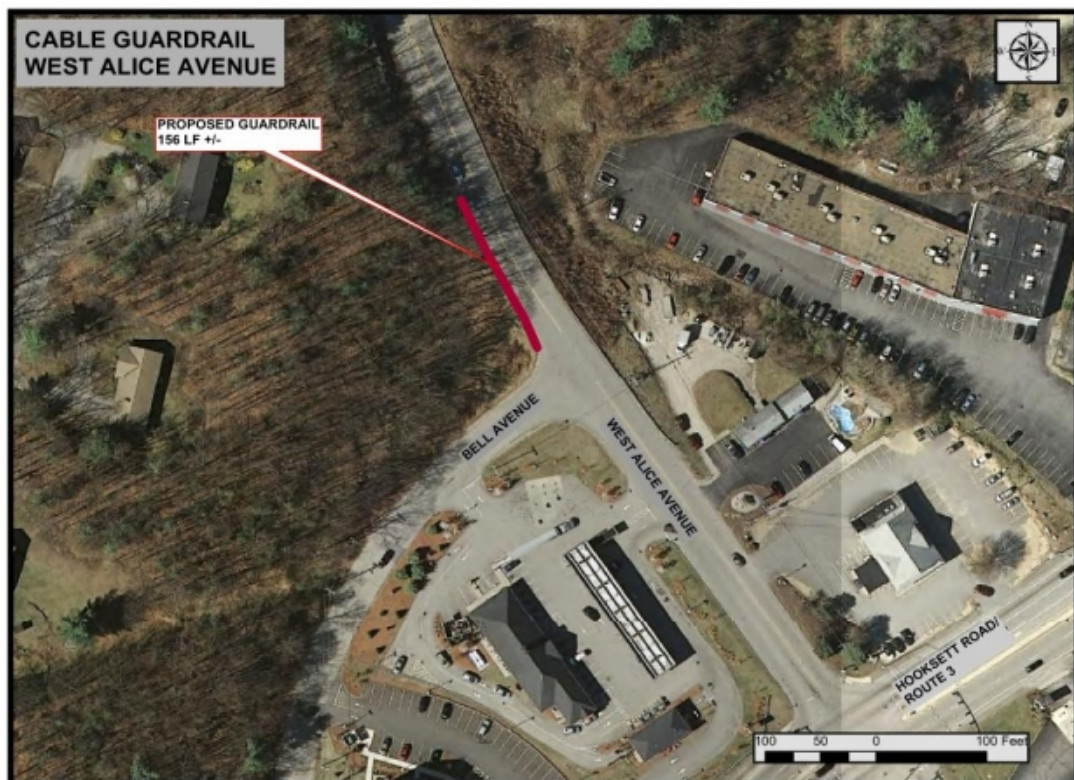
List of Locations for Guardrail Replacement	7
Bid Proposal Form	10
Town of Hooksett Contract Agreement	15

List of Guardrail Replacement Locations

1. Edgewater Drive – 200 Linear Feet



2. West Alice Drive – 156 Linear Feet



3. Donati Drive Part 1 – 368 Linear Feet
4. Donati Drive Part 2 – 272 Linear Feet



PART A BID – Edgewater Drive – 200 Linear Feet

(Prices written in word shall govern. Unit Prices shall govern over extended total when discrepancies occur)

Edgewater Drive - 200 LF				
Unit Price Description	Unit	Quantity	Unit Price	Total
Cable Guardrail Removal	LF	200		
31" W-Beam Guardrail (Steel Post)	LF	200		
Beam Guardrail Terminal Unit Type EAGRT	LF	2		
Flaggers	HR	12		
Contingency - 10% of total above	LS	1	10%	

Part A BID AMOUNT: _____
(NUMERALS)

Part A BID AMOUNT: _____
(WRITE OUT IN WORDS)

PART B BID – West Alice Drive – 156 Linear Feet

(Prices written in word shall govern. Unit Prices shall govern over extended total when discrepancies occur)

West Alice Drive - 156 LF				
Description	Unit	Quantity	Unit Price	Total
Cable Guardrail Removal	LF	156		
31" W-Beam Guardrail (Steel Post)	LF	156		
Beam Guardrail Terminal Unit Type EAGRT	LF	2		
Flaggers	HR	12		
Contingency - 10% of total above	LS	1	10%	

Part B BID AMOUNT: _____
(NUMERALS)

Part B BID AMOUNT: _____
(WRITE OUT IN WORDS)

PART C BID – Donati Drive Part 1 – 368 Linear Feet

(Prices written in word shall govern. Unit Prices shall govern over extended total when discrepancies occur)

Donati Drive Section 1 - 368 LF				
Description	Unit	Quantity	Unit Price	Total
Cable Guardrail Removal	LF	368		
31" W-Beam Guardrail (Steel Post)	LF	368		
Beam Guardrail Terminal Unit Type EAGRT	EA	2		
Flaggers	Hr	16		
Contingency - 10% of total above	LS	1	10%	

Part C BID AMOUNT: _____
(NUMERALS)

Part C BID AMOUNT: _____
(WRITE OUT IN WORDS)

PART D BID – Donati Drive Part 1 – 368 Linear Feet

(Prices written in word shall govern. Unit Prices shall govern over extended total when discrepancies occur)

Donati Drive Section 2 - 272 LF				
Description	Unit	Quantity	Unit Price	Total
Cable Guardrail Removal	LF	272		
31" W-Beam Guardrail (Steel Post)	LF	272		
Beam Guardrail Terminal Unit Type EAGRT	EA	2		
Flaggers	HR	16		
Contingency - 10% of total above	LS	1	10%	

Part D BID AMOUNT: _____
(NUMERALS)

Part D BID AMOUNT: _____
(WRITE OUT IN WORDS)

Bid Sheet

BID AMOUNT: _____
(NUMERALS)

BID AMOUNT: _____
(WRITE OUT IN WORDS)

Time and Material Rates for Extra/Un-seen Work:

Labor: _____

Materials: _____

Name of Firm: _____

Business Address: _____

Telephone Number: _____

E-mail: _____

Print Representative's Name and Title

Signature

AGREEMENT

Project: #23-09 **Hooksett Steel Guardrails Replacement**

THIS CONTRACT AGREEMENT is made and entered into at Hooksett, NH this ____th day of _____ 2023 by and between the Town of Hooksett, NH, hereinafter designated as “TOWN”, and _____ herein after designated as “CONTRACTOR”, as follows:

1. The CONTRACTOR will commence and complete the performance of work as outlined in the document entitled “**Request for Proposals for Hooksett Steel Guardrails Replacement**”, hereinafter referred to as the “CONTRACT DOCUMENTS”, which is incorporated as an integral component of this AGREEMENT.
2. The CONTRACTOR will furnish all the materials, supplies, tools, equipment, labor, and other services necessary to perform the work outlined in the CONTRACT DOCUMENTS in a manner satisfactory to the TOWN.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS on _____.
4. The CONTRACTOR agrees to perform all the WORK described in the CONTRACT DOCUMENTS in accordance with the price structure established in the QUOTE SUMMARY.
5. The TOWN reserves the right to terminate this AGREEMENT.

This AGREEMENT is accepted:

CONTRACTOR: _____

By: _____

Title: _____ Date: _____

Address: _____

Telephone: _____ Fax#: _____ Mobile#: _____

Town of Hooksett, NH, 35 Main Street 03106

By: _____

Title: **Town Administrator** Date: _____

Town Council

STAFF REPORT



To: Town Council
Title: Town Administrator Evaluation Review
Meeting: Town Council - 10 May 2023
Department: Administration
Staff Contact: Wendy Baker, Executive Assistant

BACKGROUND INFORMATION:

1. PROCEDURE FOR TOWN ADMINISTRATOR ANNUAL EVALUATION

- a. Council's first meeting in May – Council will receive Town Administrator's self-evaluation to include status on his/her goals with comments for period ending June 30th of the same fiscal year along with a blank evaluation form. **(May 10, 2023)**
- b. Council's second meeting in May- Councilors are to have completed and submitted their town administrators evaluation form via e-mail to the council chair prior to, or are to hand deliver it at the beginning of the meeting. Councilors will then discuss in non-public, the evaluations and will finalize them into one report by a simple majority vote. Only town councilors will be in attendance during this non-public session to discuss and finalize the evaluation of the Town Administrator. The Town Administrator will receive the evaluation from the council at this meeting. **(May 24, 2023)**
- c. Council's first meeting in June - Council will discuss the evaluation report with the Town Administrator. **(June 14, 2023)**
- d. Annually at the first meeting in July the Administrator's goals will be an agenda item. The Council and the Administrator shall define such goals and performance objectives which they determine necessary for the proper operation of the Town and the attainment of the Council's policy objectives and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced in writing. They shall generally be attainable within the time limitations as specified and the annual operating capital budgets and evaluation. If goals are not concluded, the Council will hold a special meeting a week later to finalize the goals.

FINANCIAL IMPACT:

N/A

POLICY IMPLICATIONS:

Follow the Town Council Rules of Procedures above

RECOMMENDATION:

Review the procedure for Town Administrator's review and prepare.

SUGGESTED MOTION:

N/A

TOWN ADMINISTRATOR'S RECOMMENDATION:

Town Administrator will have his self evaluation completed and submitted to Town Council by its first meeting in May.

**Town of Hooksett
Town Council Meeting Minutes
Wednesday, April 12, 2023**

1
2 The Hooksett Town Council met on Wednesday, April 12, 2023, at 5:30 in the Hooksett Municipal
3 Building.

4
5 **CALL TO ORDER**

6 Chair Sullivan called the meeting of 12 Apr 2023 to order at (5:30) pm.
7

8 **PROOF OF POSTING**

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

11 **ROLL CALL**

12 **In Attendance:** Councilor James Sullivan, Councilor Timothy Tsantoulis, Councilor Alex Walczyk,
13 Councilor Randall Lapierre, Councilor David Boutin, Councilor John Durand, Councilor Keith Judge,
14 Councilor David Ross (arrived at 6:20), Councilor Roger Duhaime (arrived at 6:20).
15

16 **PUBLIC SESSION WILL BEGIN IMMEDIATELY FOLLOWING THE NON-PUBLIC SESSION NOTED**
17 **BELOW**

18
19 **NON-PUBLIC SESSION NH RSA 91-A:3 II**
20

21 ***J. Sullivan motioned to enter NON-PUBLIC SESSION NH RSA 91-A:3 II A, C, L; seconded by R.***
22 ***Lapierre.***

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

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

29 (f) Consideration of legal advice provided by legal counsel, either in writing or orally, to one or more members of the public
30 body, even where legal counsel is not present.

31 **Roll Call Vote #2**

32 ***R. Duhaime NP***

33 ***J Durand Aye***

34 ***D. Ross NP***

35 ***R. Lapierre Aye***

36 ***A. Walczyk Aye***

37 ***D. Boutin Aye***

38 ***K. Judge Aye***

39 ***T. Tsantoulis Aye***

40 ***J. Sullivan Aye***
41

42 ***Vote in favor 7-0***
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44 ***J. Sullivan motioned to leave non-public session of April 12, 2023, seconded by R. Lapierre.***
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46 ***Vote in favor 7-0***

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R. Lapierre motioned to seal the minutes of April 12, 2023; seconded by K. Judge.

Roll Call Vote #3

D. Boutin Aye

D. Ross NP

A. Walczyk Aye

J. Durand Aye

R. Duhaime NP

T. Tsantoulis Aye

R. Lapierre Aye

K. Judge Aye

J. Sullivan Aye

Vote in favor 7-0

J. Sullivan sorry for the delay we were in non-public. In non-public we discussed the Town Administrator going on vacation and following the rules of the charter and the contract with Mr. Garron the motion made in Non-public was the following:

J. Sullivan motioned to consent to the Town Administrator recommendation to designate Police Chief Janet Bouchard as the Town of Hooksett, NH acting Town Administrator for the period of time Town Administrator Andre L. Garron is unavailable to perform his duties Friday April 14, 2023 to April 21,2023; seconded by T. Tsantoulis.

Vote in favor 7-0

PLEDGE OF ALLEGIANCE

Moment of silence for K. Judge Father Terry Judge.

AGENDA OVERVIEW Given by J. Sullivan.

PUBLIC HEARINGS

J. Sullivan opened the Public Hearing at 6:08

8.1 Public Hearing to accept the donation of the Donati Park Pedestrian Bridge structure valued at \$100,000 from Macy's Industries of Hooksett, New Hampshire per RSA 31:95 e, II.

N. Mercier- as a owner of a local business I feel it appropriate to donate where we can.

B. Thomas- it will be a steel bridge, it will have steel rails, it is better than what we have now. Also on tonight's agenda is the footings for approval.

A. Walczyk- thank you again Mr. Mercier for coming forward. The bridge has been in disarray for some time, and thank you for your patience in working with Parks n Rec.

B. Thomas- I think this could be done close to the end of May.

97 J. Durand- are these types of projects your company builds all the time? And does your company not
98 do footings?
99

100 N. Mercier- yes, we are a custom steel fabrication company, and we built one almost identical to this in
101 another town. We ask that the town's engineer review and approve the plans. No, we do not do
102 footings.
103

104 **SPECIAL RECOGNITION**

106 **9.1 Hooksett Municipal Employee - New Hire**

108 A. Garron- we have no new hires, but we have 3 employees leaving the town. Cameron Perkins,
109 William LaPorter, Steven Sanchez and Police Chief Janet Bouchard.
110

111 A. Garron read Chief Bouchard's letter of resignation.
112

113 J. Sullivan, T. Tsantoulis, A. Garron, and D. Ross all thanked Chief Bouchard for her time to Hooksett
114 and wished her the best in her new endeavors.
115

116 **PUBLIC INPUT**

118 M. Horn- I' m here tonight as a member of the Hooksett Kiwanis Club to inform you of the Community
119 Leaders Awards Dinner on May 9th. We had 20 nominations, Fire Chief was nominated and selected as
120 Municipal Employee. It will be at SNHU, tickets will be \$35, I invite you to come out and celebrate these
121 nominees.
122

123 **SCHEDULED APPOINTMENTS**

125 **11.2 Annual Update from the Recycle & Transfer Advisory Committee - Ray Bonney, Chair**

127 R. Booney- gave an overview of what the committee has been discussing so far in their meetings.
128

129 D. Ross- has anyone thought to see what the trade is worth on the market vs the 25k trade.
130

131 R. Booney- I thought about keeping it as a backup.
132

133 B. Berthiaume- If you asked our mechanic, he said it is not worth it. It is in disrepair; we are limping it
134 through till the new truck comes in. It needs continuous maintenance.
135

136 R. Duhaime- When do we take delivery?
137

138 R. Booney- May the body is delivered.
139

140 J. Durand- The Fire Chief mentioned in the past a washing system, any idea if that will help?
141

142 B. Berthiaume- we have a washer that we can push under it. We are pushing the PM onto the drivers.
143 Right now we project a 10 year life expectancy on these trucks, maybe we do more like a 8 year plan
144 on these as they are expensive to maintain and fix.
145

146 **11.1 Approval of Easement/ Right of Way across Map 1, Lot 13 for Phase IV of Riverwalk Trail**

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C. Robertson- We got the approval on the warrant article for phase 4. In order to establish the connection to Allenstown, the Hooksett Riverwalk Trail runs through a lot owned by a private citizen, Dick Anagnost (Map 1, Lot 13). This individual has agreed to grant an easement through his property. The dimensions of the Right of Way is 66' x 220'. In order to finalize this agreement, it was necessary to survey the property, mark the boundaries, and draft a formal easement evidencing the agreement.

D. Ross motioned to approve and accept the Easement/ROW across the property between the Town land and the Allenstown town line, Map 1 Lot 13, and authorize the Chair of the Conservation Commission to accept the Right of Way on behalf of the Town. Seconded by A. Walczyk.

A. Walczyk- do you know when it will be done?

C. Robertson- hopefully by the end of next week.

D. Ross- were there any issues with the gas lines?

C. Robertson- that is another issue. On Friday they are going to go out and test to see where the gas lines are.

Roll Call Vote #4

A. Walczyk Aye

R. Lapierre Aye

D. Ross Aye

R. Duhaime Aye

J. Durand Aye

K. Judge Aye

T. Tsantoulis Aye

D. Boutin Aye

J. Sullivan Aye

Vote in favor 9-0

CONSENT AGENDA

T. Tsantoulis motioned to accept the consent agenda 12.1 and 12.2 as presented; seconded by D. Boutin.

Vote in favor 9-0

12.1 \$2,000 check from HealthTrust to the Town of Hooksett for the 2023 town-wide wellness program(s) per RSA 31:95-b, III (b).

12.2 Donation(s) to the Town of Hooksett for the 2023 Hooksett Volunteer Appreciation Dinner per RSA 31:95-b III (b) and RSA 31:95-e II

NOMINATIONS AND APPOINTMENTS

197 ***J. Durand motioned to vacate the seat of Councilor David Ross due to excessive absences;***
 198 ***seconded by D. Ross.***
 199

200 J. Durand- I'd like to thank D. Ross for the time he has served, and I don't think he can do the job
 201 anymore and I think he'd like to go home and eat dinner.
 202

203 J. Sullivan- under 3.2 in the charter there is guidance regarding attendance.
 204

205 D. Ross- I'd like to thank the voters who did vote for me, and I am dory to let them down. I find it
 206 impossible to do my job here and deal with the frustration and personal grief I have experienced here. I
 207 feel this council has lost sight of what its duties are. We are a non-profit service corporation; it is owned
 208 by the residents of Hooksett. When I hear statements like is it taxpayer money, of course it is taxpayer
 209 money all the money in all our accounts is taxpayer money. This council at some point decided that this
 210 is a development business and more interested in the big players. Money that we have that is their
 211 money either given to them by the government or taxed. It breaks my heart to see people drinking
 212 poisoned wells when we have money to provide them some sort of relief. I just can't take it anymore
 213 and it causes me major anxiety being here.
 214

215 R. Lapierre- based on the comments from councilor Ross, it sounds like he no longer wishes to sit on
 216 the council. Is this the appropriate motion to make to vacate his seat or would he like to step down.
 217

218 D. Ross- no let's have a roll call vote to see where everyone sits on this.
 219

220 R. Lapierre- what game are we playing here, we just listened to a 3-minute rant on why you don't want
 221 to serve, but you won't resign I don't understand this is not a game.
 222

223 D. Ross- ye sit is it is the Jim Sullivan show with his side kick Timmy Tsantoulis.
 224

225 J. Sullivan- Mr. Ross please do not ever question my dedication or any other councils for serving.
 226

227 R. Duhaime- this is about serving our town.
 228

229 J. Sullivan- there are no poisoned wells.
 230

231 **Roll Call Vote #5**

232 ***T. Tsantoulis Aye***

233 ***D. Ross Aye***

234 ***R. Duhaime Aye***

235 ***A. Walczyk Nay***

236 ***R. Lapierre Nay***

237 ***K. Judge Nay***

238 ***J. Durand Aye***

239 ***D. Boutin Aye***

240 ***J. Sullivan Aye***
 241

242 ***Vote 6-3***

243
 244 **BRIEF RECESS at 7:00 return from recess at 7:13**

245
 246 J. Sullivan read the rules in which pertains to filling an vacancy of councilor.

247 **OLD BUSINESS**

248

249 **15.1 2023 MS-232 Report of Appropriations Actually Voted totaling \$25,110,820.00.**

250

251 *D. Boutin motioned to sign the "2023 MS-232 Report of Appropriations Actually Voted" totaling*

252 *\$25,110,820.00 seconded by T. Tsantoulis.*

253

254 **Roll Call Vote #6**

255 *J. Durand Aye*

256 *R. Lapierre Aye*

257 *K. Judge Aye*

258 *D. Boutin Aye*

259 *T. Tsantoulis Aye*

260 *A. Walczyk Aye*

261 *R. Duhaime Aye*

262 *J. Sullivan Aye*

263

264 ***Vote in favor 8-0***

265

266 **NEW BUSINESS**

267

268 **16.1 Budget Transfer #2023-03 in the amount of \$12,732.00 and #2023-04 in the amount of**

269 **\$19,358.00 from Fire-Rescue's budget to the Administration budget.**

270

271 *R. Lapierre motioned to authorize the Chairman to sign Budget Transfer #2023-03 in the amount*

272 *of \$12,732.00 from Fire Rescue's budget to Administration's budget, Seconded by K. Judge.*

273

274 ***Vote in favor 8-0***

275

276 *R. Lapierre motioned to authorize the Chairman to sign Budget Transfer #2023-04 in the amount*

277 *of \$19,358.00 from Fire Rescue's budget to Administration's budget seconded by D. Boutin.*

278

279 ***Vote in favor 8-0***

280

281 **16.2 Accept the donation of the Donati Park Pedestrian Bridge structure valued at \$100,000 from**

282 **Macy's Industries of Hooksett, New Hampshire per RSA 31:95 e, II.**

283

284 *R. Lapierre motioned to waive the Town Council Rules of Procedure and vote on the same night*

285 *as a public hearing. Seconded by A. Walczyk.*

286

287 ***Vote in favor 7-0***

288

289 *R. Lapierre motioned to accept the donation of the Donati Park Pedestrian Bridge structure*

290 *valued at \$100,000 from Macy's Industries of Hooksett, New Hampshire per RSA 31:95 e, II.*

291 *Seconded by T. Tsantoulis.*

292

293 ***Vote in favor 7-0***

294

295 **16.3 Donati Park Pedestrian Bridge Project - Award to the Lewco Company of Springfield, VT for**

296 **\$29,025.00.**

297
 298 ***T. Tsantoulis motioned to approve the award of the Donati Park Pedestrian Bridge Project and***
 299 ***allow the Town Administrator to sign the contract with the Lewco Company for the bid price of***
 300 ***\$29,025.00 and pay for the project from SB 401 Bridge Aid account; seconded by D. Boutin.***
 301
 302 T. Tsantoulis- I want to know why the big difference in all of the bids.
 303
 304 B. Thomas- we hired an engineer to look at this and.
 305
 306 A. Garron- the lowest bidder at \$29,025 met all the bid requirements and was verified by the Engineer.
 307
 308 A. Walczyk- what stands out to me, one of the bids had \$25k for the removal of the bridge, that seems
 309 very high for me. If you removed the cost of the bridge then their bids come close to being competitive.
 310
 311 J. Durand- can we have town staff remove the bridge?
 312
 313 A. Garron- the cost of removal from town staff was not addressed.
 314
 315 J. Durand- this is why we are here to save the town money; it should have been looked at, that bridge
 316 can easily be removed by staff, it is not that big of a deal to remove.
 317
 318 ***J. Durand motioned to table this discussion so we can see if we are able to remove the bridge***
 319 ***ourselves. Seconded by D. Boutin.***
 320
 321 K. Judge- in the bid it says the removal is \$1,000 so we need to see if it will cost us.
 322
 323 B. Thomas- yeah we can look at saving \$1,000 on the removal but I don't think we have staff that has
 324 expertise to do the fittings.
 325
 326 **Roll Call Vote #7**
 327 ***K. Judge Nay***
 328 ***R. Lapierre Nay***
 329 ***R. Duhaime Aye***
 330 ***A. Walczyk Nay***
 331 ***J. Durand Aye***
 332 ***T. Tsantoulis Aye***
 333 ***D. Boutin Aye***
 334 ***J. Sullivan Aye***
 335
 336 ***Vote in favor 5-3***
 337
 338 R. Lapierre- point of clarification J. Durand's motion was just for the removal of the bridge and not the
 339 footings.
 340
 341 **16.4 Sherwood Drive Pipe Lining - Award to the Vortex Company of Livermore, Maine for**
 342 **\$19,790.00.**
 343
 344 ***A. Walczyk motioned to approve the award of the Sherwood Drive Pipe Lining and allow the***
 345 ***Town Administrator to sign the contract with the Vortex Company for the bid price of \$19,790.00***

346 **and pay for the project from the Public Works Drainage Upgrade account; seconded by K.**
 347 **Judge.**

348
 349 T. Tsantoulis- what is the plan for oversight?

351 B. Thomas- yes, we always have oversight, and i want to point out that this is for the lining of the sink
 352 hole.

353
 354 **Roll Call Vote #8**

355 **R. Lapierre Aye**
 356 **R. Duhaime Aye**
 357 **T. Tsantoulis Aye**
 358 **A. Walczyk Aye**
 359 **J. Durand Aye**
 360 **D. Boutin Aye**
 361 **K. Judge Aye**
 362 **J. Sullivan Aye**

363
 364 **Vote in favor 8-0**

365
 366 **16.5 Roadway Crack Sealing Bid Acceptance**

367
 368 **R. Lapierre motioned to waive our procurement rules and approve and consent to award the**
 369 **Roadway Crack Sealing bid to Superior Sealcoat, Inc. for \$71,600.00 to be funded out of the**
 370 **current FY 2022-2023 budget; seconded by D. Boutin.**

371
 372 T. Tsantoulis- we've used this vendor in the past.

373
 374 B. Berthiaume- I do think you are correct.

375
 376 R. Duhaime- what roads are they going to do.

377
 378 B. Berthiaume- it depends on gallons. We gave them a priority list to do first. We started with Hackett
 379 Hill and went down from there. The crack sealing will help extend the life of that road. I don't know if we
 380 will get to all of these roads.

381
 382 J. Sullivan- if this 71k is not enough to cover this list, will you be coming back?

383
 384 B. Berthiaume- yes, I will be coming back, I want to keep up with this plan and the list. We are trying to
 385 extend road life and get the most out of our money.

386
 387 **Roll Call Vote #9**

388 **J. Durand Aye**
 389 **D. Boutin Aye**
 390 **R. Duhaime Aye**
 391 **K. Judge Aye**
 392 **A. Walczyk Aye**
 393 **T. Tsantoulis Aye**
 394 **R. Lapierre Aye**
 395 **J. Sullivan Aye**

Vote in Favor 8-0

16.6 Proposed Amendment to Roadway Excavation Ordinance # 00-13

R. Lapierre motioned to schedule a Public Hearing at the next Town Council meeting to discuss the proposed amendments to the current Roadway Excavation Ordinance #00-13; seconded by D. Boutin.

Vote in favor 8-0

APPROVAL OF MINUTES

T. Tsantoulis motioned to approve the public minutes of March 22, 2023; seconded by D. Boutin.

Vote in Favor 7-0

T. Tsantoulis motioned to approve the non-public minutes of March 22, 2023; seconded D. Boutin.

Vote in Favor 7-0

TOWN ADMINISTRATOR'S REPORT

- JSJ Auction Results-Approx. 55-60 in attendance @ Underhill Elementary School. Everything that JSJ said would happen did. We had 2 parcels that we did not get what was owed on back taxes. But they did sell and we now have them back on the tax roll. In total taxes owed was \$402,007.16 and final bid amounts were \$428,000.00.

J. Durand- if the bid was over what was owed do we have to give that excess back to the prior owner?

A. Garron- Yes, we are only allowed to retain what is owed and any other costs associated to the parcel.

J. Sullivan- the interpleader would be that if we cannot find the aires after 3 years then the town gets rights to get those excess funds.

Kim- it is a new law and has not had time to get to that point, so I will get clarification.

- Hooksett Fire Rescue Badge Pinning Ceremony-Safety Center-4pm- I will be attending that.
- Volunteer Appreciation Night- April 13, 2023, at Hooksett Library 5:30-7:30 Tsantoulis and Sullivan will be there in attendance.
- Safety Center Roof RFP due April 25, 2023. When the rain caused issues at the safety center the roofing needed to be repaired, that project is advancing.
- Congrats to Tom Bartula for achieving his NH master's roads scholar program through UNT2.
- Inter-Municipal Agreement with Allenstown for Car Registrations- will only take place when each town has emergency closures. We are looking forward to having that coverage when needed. The Allenstown BOS has approved this already.

D. Boutin motioned to enter into an Intermunicipal Agreement with the Town of Allenstown where each Town's Motor Vehicle Department may provide coverage for the other Town during

TC MINUTES

4-12-2023

9

447 **periods of emergency office closure. Effective upon the signing of the agreement. Approved by**
 448 **Allenstown BOS on March 20, 2023; seconded by A. Walczyk.**
 449

450 **Vote in favor 8-0**
 451

452 A. Walczyk- how will this work?
 453

454 Kim- this will only be for when the TC has to close due to illness, or extended leave, or vacation. And
 455 same for them. It wouldn't be for a storm or a 1-day closure.
 456

457 T. Tsantoulis- is the DMV software interchangeable so that there is no cost to do this.
 458

459 Kim- yes, the software is the same, we can access their database.
 460

- 461 • Fish ladder project update- Start date May 2, 2023- they are hoping to conclude by October of
- 462 this year.
- 463 • Employee Appreciation- I thank everyone for a successful Employee Appreciation Day. TH
- 464 employees were successful in winning family feud.
- 465 • Spring Wellness Program- looking to kick that off soon the program is Lighten up.
 466

467 D. Fitzpatrick- we had 80 employees come to the event. Councilors participated and delivered food.
 468 Thank you to all the wellness coordinators. Our wellness dollars that you accepted today will be used
 469 for another program to make aware to the employee's wellness in all aspects of their lives not just
 470 nutritional.
 471

472 A. Walczyk- thank you to Donna for planning such a great event.
 473

474 **TOWN COUNCIL FUTURE AGENDA ITEMS**

475
 476 K. Judge- Splash pad and is that coming back?
 477

478 R. Duhaime- what about Pinnacle Park are they coming back to present? And what about the lighting at
 479 Lilac Bridge?
 480

481 **INFORMATIONAL ITEMS AND CORRESPONDENCE- None**

482 **SUB-COMMITTEE REPORTS**

483
 484
 485 A. Walczyk- for CC we are still looking to get cameras at Hedge Pond, and a beautify Hooksett event
 486 on earth day April 22nd and to help clean up some of the parks including Clay Pond.
 487

488 R. Lapierre- We reconvened the ARPA sub committee and we need a 3rd member, and we meet Friday
 489 mornings but not every Friday morning.
 490

491 K. Judge volunteered to sit on the committee.
 492

493 R. Duhaime- we had a ZB meeting last night, we had 2 ADU being added. We also voted on adding
 494 alternates.
 495

496 K. Judge- I want to thank the Hooksett employees and council for their support during the passing of
 497 my father.

TC MINUTES

4-12-2023

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PUBLIC INPUT- NONE

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

J. Sullivan motioned to enter NON-PUBLIC SESSION #1 NH RSA 91-A:3 II I.; seconded by T. Tsantoulis.

(I) Consideration of legal advice provided by legal counsel, either in writing or orally, to one or more members of the public body, even where legal counsel is not present.

Roll Call Vote #10

K. Judge Aye

T. Tsantoulis Aye

R. Lapierre Aye

D. Boutin Aye

J. Durand Nay

A. Walczyk Aye

R. Duhaime Aye

J. Sullivan Aye

Vote in favor 7-1

J. Sullivan motioned to leave non-public session of April 12, 2023, at 8:51 pm; seconded by T. Tsantoulis

Vote in favor 8-0

J. Sullivan motioned to seal the minutes of April 12, 2023; seconded by T. Tsantoulis.

Roll Call #11

T. Tsantoulis Aye

R. Lapierre Aye

J. Durand Aye

K. Judge Aye

A. Walczyk Aye

R. Duhaime Aye

D. Boutin Aye

J. Sullivan Aye

Vote in favor 8-0

ADJOURNMENT

J. Sullivan motioned to adjourn the meeting at 8:51 pm. Seconded by D. Boutin.

All in favor 8-0

Respectfully submitted,

Alicia Jipson

TC MINUTES

4-12-2023

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549 Alicia Jipson
550 Recording Clerk