

## **AGENDA**

## Town of Hooksett Town Council Wednesday, March 27, 2024 at 6:00 PM

A meeting of the Town Council will be held Wednesday, March 27, 2024 in the Hooksett Municipal Building commencing at **6:00 PM**.

|     |                      |  | Page    |  |  |
|-----|----------------------|--|---------|--|--|
| 1.  | CALL                 | TO ORDER   |         |  |  |
| 2.  | PROOF OF POSTING     |  |         |  |  |
| 3.  | ROLL CALL            |  |         |  |  |
| 4.  | PLEDGE OF ALLEGIANCE |  |         |  |  |
| 5.  | AGEN                 | IDA OVERVIEW   |         |  |  |
| 6.  | PUBL                 | IC HEARINGS  |         |  |  |
| 7.  | SPEC                 | IAL RECOGNITION  |         |  |  |
|     | 7.1.                 | Hooksett Municipal Employee - New Hire   |         |  |  |
| 8.  | PUBL                 | IC INPUT - 15 MINUTES  |         |  |  |
| 9.  | SCHE                 | DULED APPOINTMENTS   |         |  |  |
|     | 9.1.                 | NHDOT Donati Street Bridge Route 93 Maintenance Project – Traffic Detour Discussion with John Bousquet, Vice President of R.M. Piper, Inc. <u>Staff Report - SR-24-051 - Pdf</u> | 3 - 14  |  |  |
| 10. | CONS                 | SENT AGENDA  |         |  |  |
|     | 10.1.                | \$2,000 check(s) (\$1,500 Town & \$500 Library) from HealthTrust to the Town of Hooksett for the 2024 town-wide wellness program(s) per RSA 31:95-b, III (b).                    | 15 - 16 |  |  |
|     |                      | Staff Report - SR-24-047 - Pdf   |         |  |  |
| 11. | NOMI                 | NATIONS AND APPOINTMENTS   |         |  |  |
| 12. | BRIE                 | RECESS   |         |  |  |
| 13. | OLD I                | BUSINESS   |         |  |  |
|     | 13.1.                | 2024 MS-232 Report of Appropriations Actually Voted totaling \$25,738,820.00. <u>Staff Report - SR-24-052 - Pdf</u>  | 17 - 23 |  |  |
|     | 13.2.                | Town Administrator Recommendations to comply with the vote to the default Operating Budget FY2024-2025 of \$23,693,487 as voted on at Town elections on March 12, 2024           | 25 - 30 |  |  |
|     |                      | Staff Report - SR-24-042 - Pdf   |         |  |  |
|     | 13.3.                | Town Council 2023/2024 Goals Update  | 31 - 32 |  |  |
|     |                      | Staff Report - SR-24-054 - Pdf   |         |  |  |
| 14. | NEW                  | BUSINESS   |         |  |  |
|     | 14.1.                | ,  | 33 - 48 |  |  |
|     |                      | Anyone requesting auxiliary aids or services is asked to contact the Administration Department five business days prior to the meeting.  |         |  |  |

|     |       | amount of \$18,500.00<br><u>Staff Report - SR-24-049 - Pdf</u>        |         |
|-----|-------|---|---------|
|     | 14.2. | Phase III Town Owned Properties <u>Staff Report - SR-24-050 - Pdf</u> | 49 - 61 |
| 15. | APPR  | OVAL OF MINUTES   |         |
|     | 15.1. | Public: March 13, 2024<br>03132024 TC Minutes                         | 63 - 68 |
| 16. | TOW   | N ADMINISTRATOR'S REPORT  |         |
| 17. | TOW   | N COUNCIL FUTURE AGENDA ITEMS   |         |
| 18. | INFO  | RMATIONAL ITEMS AND CORRESPONDENCE                                    |         |
| 9   | SUB-  | COMMITTEE REPORTS   |         |

20.

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

## 22. ADJOURNMENT

## **PUBLIC INPUT**

**PUBLIC INPUT** 

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

## STAFF REPORT



To: Town Concil

Title: NHDOT Donati Street Bridge Route 93 Maintenance Project – Traffic Detour

Discussion with John Bousquet, Vice President of R.M. Piper, Inc.

Meeting: Town Council - 27 Mar 2024

Department: Community Development

Staff Contact: Bruce Thomas, Town Engineer

## **BACKGROUND INFORMATION:**

At the August 23, 2023 meeting of the Town Council, the Council voted to require the NHDOT to keep the Donati Bridge open for traffic during the course of construction. The reason for requiring the bridge to remain open was, in part, due to other construction projects that could occur during the same time period. As it turns out, both the Martins Ferry Road project and the Hooksett Road widening project will not begin until at least next spring (2025). This Donati Bridge project will take place this spring (2024) as soon as the spring term at Southern New Hampshire University ends (on April 28th). The contractor is requesting that the Council revisit their previous decision to keep the bridge open for construction.

John Bousquet, Vice President of R.M. Piper, Inc. is requesting that that they be allowed to temporarily close the bridge. Phased construction (allowing the project to be detoured) should take about 18-20 weeks, If the bridge is closed, the project should take about 10 -12 weeks to complete. Both scenarios assume an average amount of deck repair work. If more is found than anticipated, it will affect construction duration. Since this project is the only significant project being constructed in the area this summer. No other significant projects will interfere with or complicate the detour.

Attached are the two potential detour routes that could be used if the detour is allowed. Any detouring through the SNHU campus would require approval from SNHU.

## **FINANCIAL IMPACT:**

None

## **POLICY IMPLICATIONS:**

None

## **RECOMMENDATION:**

Recommend approval of the selected alternative as determined.

#### SUGGESTED MOTION:

Motion to approve the selected alternative as determined.

## TOWN ADMINISTRATOR'S RECOMMENDATION:

Circumstances has changed in regard to the timing of two projects from the Council's August 2023 vote. The Martin Ferry Road project bond, failed to achieve the 60% margin. The Rt. 3 project timeframe was extended by two years.

## **ATTACHMENTS:**

001 Project Cover Sheet

002 Email Requesting Bridge Closure

003 Detour route Option 1

004 Hooksett 44098 Donati Drive detour plan DRAFT Opt 2

005 TC Meeting Minutes 7-26-23

006 TC Meeting Minutes 8-36-23

Page 5 of 68

## **Bruce Thomas**

From:

John Bousquet <john.bousquet@rmpiper.com>

Sent:

Tuesday, March 12, 2024 10:06 AM

To:

**Bruce Thomas** 

Cc: Subject: Rodrick, Kyle; Tedeschi, Gregory Donati Bridge Rehab project

Attachments:

Detour route.pdf; Project Cover Sheet.pdf

#### Hi Bruce,

As we discussed yesterday, R.M. Piper Inc. is under contract with the NHDOT to perform bridge preservation work to the Donati Bridge over Rte 93 this season.

Currently, the plan is to utilize phased construction, using traffic signals, maintaining traffic with an alternating, one way traffic pattern.

I have proposed to construct the project in one phase, utilizing a 1.5 mile detour. This detour will not begin until SNHU has completed the spring semester, currently scheduled for Sunday, April 28th.

I estimate that this will reduce the overall construction schedule, and impact to the traveling public, by six weeks, as opposed to phased construction.

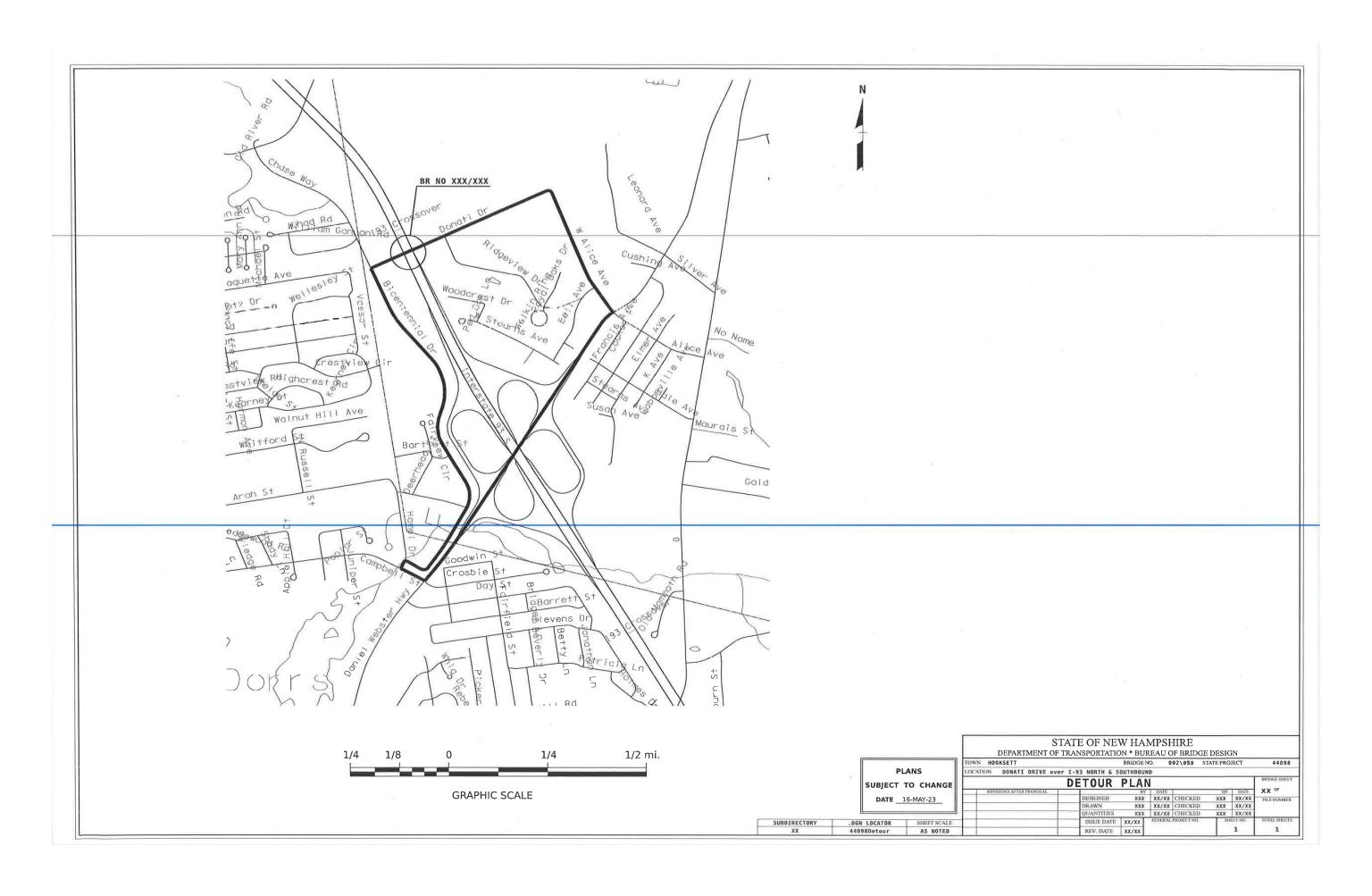
Please place me on the agenda to address the Town Council on March 28th to present my proposal. Thanks.

John C. Bousquet Vice President

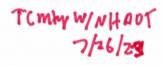
R.M. Piper Inc. P.O. Box 490 Plymouth NH 03264

T 603-536-4154 C 603-481-0577

Agenda Item #9.1.



## Town of Hooksett Town Council Meeting Minutes Wednesday, July 26, 2023



The Hooksett Town Council met on Wednesday, July 26, 2023, at 6:00 in the Hooksett Municipal Building.

#### **CALL TO ORDER**

6 Chair Tsantoulis called the meeting of 26 Jul 2023 to order at (6:00) pm.

#### PROOF OF POSTING

9 Chair Timothy Tsantoulis provided proof of posting.

### ROLL CALL

In Attendance: Councilor James Sullivan, Councilor Jodi Pinard, Councilor Randall Lapierre, Councilor
 David Boutin (left at 8:09), Councilor Timothy Tsantoulis, Councilor Keith Judge, and Councilor Alex
 Walczyk (arrived at 6:03).

Absent: Councilor Roger Duhaime, Councilor John Durand

## PLEDGE OF ALLEGIANCE

## AGENDA OVERVIEW

### **PUBLIC HEARINGS**

Opened at 6:02 by T. Tsantoulis.

6.1 Public Hearing to accept a donation of dugouts for the upper softball fields at Donati Field from the Hooksett Youth Athletic Association (HYAA) to the Town of Hooksett for the Department of Public Works in the amount of \$10,467.06 per RSA 31:95-e, II.

G. Chambers- with HYAA, we have currently 4 dugouts at Donati. We have some that are getting repaired and some beyond repair that need to be replaced. There is a beautiful complex in CT, I reached out to the owner and he put me in touch with a guy who does dugouts with thick canvas. We would install fencing with the canvas wrapped around it, and then either plain on the top or the girls' softball logo on top. All in it is \$10,467 we are asking that the town take care of the fencing and we will take care of the canvas and Phil will do the demo.

B. Berthiaume- this was the original quote from HYAA, the town would do the demo and remove the structures. Then turn it over to HYAA to construct using Blue Ribbon Fence.

G. Chambers-If the town wants to lower this number and do some cost sharing, then we can rediscuss.

PH closed at 6:32

6.2 Public Hearing to accept a donation of \$14,000.00 from Amazon to the Hooksett Fire Department for the purchase of new fire equipment that will help them adequately service the Amazon site per RSA 31:95-b, III(a).

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#### SCHEDULED APPOINTMENTS

102 103

## 9.1 NHDOT - Presentation on Donati Drive Bridge work in 2024

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D. Scott- we are here to talk about a bridge preservation project Hooksett- Donati Drive.

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R. Thomson- As part of the National Environmental Policy Act (NEPA) and other state and federal regulations, the NHDOT must investigate the potential impacts that our projects will have on the surrounding natural, cultural, and social environment. Identifying key resources early in the project development process enables the Department to avoid or minimize impacts as design proceeds. Part of the environmental review involves identifying historic resources. In accordance with Section 106 of the National Historic Preservation Act, the Department and the Federal Highway Administration are reviewing the project area in consultation with the NH Division of Historical Resources to determine if there are historic resources within the vicinity that would be impacted by the construction of this project. Historic properties can include buildings and structures fifty years old or older, as well as archaeological sites. In addition to age, it also must be determined if a structure maintains enough integrity to be eligible for the National Register of Historic Places. Please note that Section 106 of the National Historic Preservation Act offers those that possess a direct interest in historical resources, including town officials and Historical Societies, an opportunity to become more involved in an advisory role during project development as "Consulting Parties." Those interested would need to indicate so in writing to the Federal Highway Administration. Please see me after the meeting if you would like more information. We ask that if anyone has concerns about natural, cultural, or socioeconomic resources within or adjacent to the project area, they bring them to our attention tonight or contact us after this meetina.

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D. Scott- the existing bridge was built in 1976, Constructed in 1976

127 256'-0" long IB-C

128 44'-3" bridge width

129 2,100 vehicles per day, 4% trucks

130 #10 on 2022 Tier 3&4 M&P List

Deck = 6, Super = 6, Sub = 7. The purpose and need Perform bridge preservation activities.

Bridge preservation activities will delay its regression to a lower condition state. Bridge deck received preservation in 1998. No other maintenance has been done since 1998. That work consists of Remove and replace bridge pavement and membrane. Partial and full depth deck repair. Replace expansion joints at each end of bridge. We propose to do the project in 2 phases. We are presenting here tonight

a 2-phase project with 2 Reduce two lanes to one 12'-0" lane alternating two-way traffic

Shift traffic to one side. Maintain single lane during construction.

- Reduce two lanes to one 12'-0" lane alternating two-way traffic
- Shift traffic to other side
- Maintain single lane during construction

141 Additional information

142 ROW

No ROW impacts

144 Utilities

No utility impacts

146 Environment

Anticipate NEPA by end of July 2023

No impacts to wetlands

149 No impacts to historic properties

No impacts to endangered species

151 Schedule

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| 152             | Ad Date – September 12, 2023   |
|-----------------|--|
| 153             | Bids Due – October 5, 2023   |
| 154             | Completion Date – October 27, 2024   |
| 155             | Construction Cost = \$1,000,000  |
| 15 <del>6</del> |  |
| 157             | D. Boutin- I think we should look at the 10-week option.   |
| 158             |  |
| 159             | A. Garron- is there a preference from the DOT on what approach they choose?  |
| 160             |  |
| 161             | D. Scott- our preference would be closure.   |
| 162             |  |
| 163             | A. Garron- the 10-week time frame is that pretty solid?  |
| 164             |  |
| 165             | D. Scott- that is pretty solid and in the contract.  |
| 166             |  |
| 167             | T. Tsantoulis- if we were to agree to a bridge closure the project would take 10 weeks vs 20 weeks and   |
| 168             | would save the tax payers roughly 200k, and if you were to come back to us in August, would you be   |
| 169             | able to present to us where the traffic would be routed.   |
| 170             |  |
| 171             | D. Scott- we send out invitations to the public, but typically the abutters, is there someone we should  |
| 172             | also reach out to?   |
| 173             |  |
| 174             | T. Tsantoulis- there is a private school and some businesses that are in the area that may want to   |
| 175             | know.  |
| 176             |  |
| 177             | D. Boutin- can we get the information available to us in our next packet.  |
| 178             | A Configuration of the Configu |
| 179             | J. Sullivan- this is just an informational hearing, would there be a PH?   |
| 180<br>181      | D. Soott in DOT world we would only hald a DU if we were taking manager, and forther discussion  |
| 182             | D. Scott- in DOT world we would only hold a PH if we were taking property, and further discussion would be had at your next meeting in August.   |
| 183             | would be flad at your flext meeting #1 August.   |
| 184             | A. Garron- I know you are going to look at the detail in the report for the closure.   |
| 185             | A. Oarron- I know you are going to look at the detail in the report for the closure.   |
| 186             | D. Scott- I also provided the municipal state agreement.   |
| 187             | b. Goott if also provided the maincipal state agreement.   |
| 188             | A. Walczyk- I think the PD and the FD should be in the loop for their input and the public works for   |
| 189             | garbage collection.  |
| 190             | ga, 23g0 00110011011   |
| 191             | F. Bishop 34 Mammoth Rd- for 30 years I lived in that area, the road thru the university is a private  |
| 192             | road, that was once turned into a public road when in need. That might be a viable option to work out.   |
| 193             | ,  |
| 194             | CONSENT AGENDA   |
| 195             |  |
| 196             | Recess- 7:04-7:09  |
| 197             |  |
| 198             | J. Sullivan motioned to approve the consent agenda items 10.1 through 10.5 as presented;   |
| 199             | seconded by K. Judge.  |
| 200             |  |
| 201             | Vote in favor 6-0  |
| 202             |  |
|                 |  |

TC Meeting W/NHOOT 8-23-29

## Town of Hooksett Town Council Meeting Minutes Wednesday, August 23, 2023

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The Hooksett Town Council met on Wednesday, August 23, 2023 at 6:00 in the Hooksett Municipal Building.

6 1. CALL TO ORDER

Chair Tsantoulis called the meeting of 23 Aug 2023 to order at 6:01 pm.

9 2. PROOF OF POSTING

10 Town Administrator, Andre Garron, provided proof of posting.

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## 12 3. ROLL CALL

In Attendance: Councilor James Sullivan, Councilor John Durand, Councilor Randall
 Lapierre, Councilor David Boutin, Councilor Timothy Tsantoulis, Councilor Jodi Pinard, and
 Councilor Alex Walczyk

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Absent: Councilor Keith Judge

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Councilor Roger Duhaime (arrived at 6:39 PM)

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## 4. PLEDGE OF ALLEGIANCE

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## 5. AGENDA OVERVIEW

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D. Boutin: The goal of the consent agenda session is to address small donations. There are five in this agenda. We should have a one line item for small donations received instead of all individually.

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T. Tsantoulis: We have not adopted that and we will not adopt it because the manner presented is not correct. For this evening and until we adopt any new policy they will all be handled as one if the council so desires.

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D. Boutin: Are we going to move forward with it being as one item on the agenda?

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T. Tsantoulis: We need to get clarification on that.

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### 6. PUBLIC HEARINGS

38 40

Open Public hearing to obtain comments regarding the retention or sale of 17 town owned properties (see new business item 14.4)

41 42

- Robert Lind (9 Doris Drive): Map 27-114-6 and Map 26-114-17 are proposed lots for sale. In 1990 or 1991 when the development was built they made many wetland violations. Those lots
- were deeded to the state as some kind of penalty. How did the town acquire them? What is
- 46 going to happen to the water from Whitehall Terrace that comes right toward us? What are you

| 190   | the state of the s |
|---|--|
| 191<br>192<br>193<br>194                                    | A. Derian: Would the town be amenable to organizing it so the sub-division can purchase it? You would leave it up to the neighborhood to bid on it. I think there would have to be some documentation.   |
| 195<br>196<br>197   | R. Duhaime: I would love to see a park in that area. Maybe a walking path. It doesn't have to be sold.   |
| 198<br>199  | 7. SPECIAL RECOGNITION   |
| 200<br>201  | Hooksett Municipal Employee - New Hire   |
| 202<br>203<br>204   | D. Fitzpatrick: A full time laborer, member of the library staff, and 3 firefighters have been hired.  |
| 205<br>206  | 8. PUBLIC INPUT - 15 MINUTES   |
| 207<br>208<br>209   | Robert Lind: Thank you for listening. It is appreciated that you sent the notices out. Thank you for letting the public have an input.   |
| 210<br>211  | 9. SCHEDULED APPOINTMENTS  |
| 212<br>213<br>214   | 9.1 NHDOT - Continuation from 7/26/23 Meeting for more information on Donati<br>Drive Bridge work in 2024  |
| 215<br>216<br>217<br>218<br>219<br>220<br>221<br>222<br>223 | David L. Scott, PE showed the link to the former presentation. He also presented slides and discussed the project location, bridge preservation work, existing bridge details, purpose and need, maintenance of traffic - phase 1, maintenance of traffic - phase 2, close bridge and detour traffic (options 1 and 2), schedule and construction cost. He stated that he reached out to SNHU, Underhill and the Derryfield School and they have no objections. An issue came from public works directors regarding Friday closures that would add 15 minutes to trash collection. The fire department, Crown Trophy, and the Smoke Shop are not concerned about the closure.  |
| 224<br>225<br>226   | J. Sullivan: This was discussed at the school district meeting and Underhill would meet their needs either way.  |
| 227<br>228<br>229   | R. Duhaime: If we shut it down and there was a savings what would the state do with the savings?   |
| 230<br>231  | D. Scott: Invest in other projects.  |
| 232<br>233  | R. Duhaime: Would the money savings go to Hooksett?  |
| 234<br>235  | D. Scott: It would go to the rest of the state.  |

| 236<br>237<br>238                      | A. Garron: Given your timeframe of April to October, the town has the Martins Ferry Project. If that happens at the same time that could impact whether this is phased or shut down.   |
|--|--|
| 239<br>240<br>241<br>242               | T. Tsantoulis: When you came here the first time the council asked that you come back with a closure plan. It became more obvious that not closing the bridge would be more beneficial to us as there is going to be other work going on.  |
| 243<br>244                             | D. Scott: If that project is going on it is valid to put in the two phases of construction.  |
| 245<br>246<br>247<br>248<br>249<br>250 | J. Sullivan motioned to approve the DOT project for the Donati bridge and require that it be a 2 phase process with no closure. Seconded by D. Boutin. Based on additional information on the other project and on Martins Ferry Road and cannot be directed solely to Hooksett and there is no concern by anyone this would be the prudent way to go.   |
| 251                                    | J. Durand: What would the time frame be?   |
| 252<br>253<br>254<br>255               | D. Boutin: We have to let the contractor know how he is going to bid so we need to know today.   |
|  | B. # O. # W. # # # # # # # # # # # # # # # # #   |
| 256                                    | Roll Call Vote #2  |
| 257                                    | R. Duhaime - No  |
| 258                                    | J. Durand - No   |
| 259                                    | D. Boutin - Yes  |
| 260                                    | R. Lapierre - Yes  |
| 261                                    | A. Walczyk - Yes   |
| 262                                    | J. Pinard - Yes  |
| 263                                    | K. Judge - NP  |
|  |  |
| 264                                    | J. Sullivan - Yes  |
| 265                                    | T. Tsantoulis - Yes  |
| 266                                    |  |
| 267                                    | Vote in favor 6-2.   |
| 268                                    |  |
| 269                                    | D. Scott: Regarding a municipal agreement, there are some communities that have local laws   |
| 270                                    | on the books that they need to provide police presence. State authority allows us to maintain  |
| 271                                    | traffic control and we would like an authorization signed that the state is able to maintain traffic   |
| 272                                    | control.   |
| 273                                    |  |
| 274                                    | T. Tsantoulis: We do not have any restrictions.  |
| 275                                    |  |
| 276                                    | D. Scott: Can I reach out to the town administrator for a signature on the agreement?  |
| 277                                    |  |
| 278                                    | T. Tsantoulis: Yes.  |
| 279                                    | TO THE PARTY OF TH |
| 280                                    | 9.2 Jude Nuru and Dan Weeks, ReVision Energy - Present Options for Solar   |
| 281                                    | Array at landfill site.  |
|  | Array at landin site.  |
| 282                                    |  |

## **Town Council**

## STAFF REPORT



To: Town Council

Title: \$2,000 check(s) (\$1,500 Town & \$500 Library) from HealthTrust to the Town of

Hooksett for the 2024 town-wide wellness program(s) per RSA 31:95-b, III (b).

Meeting: Town Council - 27 Mar 2024

**Department:** Administration

Staff Contact: Donna Fitzpatrick, Human Resource Coordinator

## **BACKGROUND INFORMATION:**

HealthTrust provides healthcare coverage to New Hampshire public sector employees. The Town of Hooksett contracts with HealthTrust for the Town's medical (Anthem) and dental (Delta) coverage. As a HealthTrust member, they offer our Town a Wellness Coordinator Program. Four (4) Town employees have completed the academy as Wellness Coordinators for CY2024 (Donna Fitzpatrick, HR Coordinator, Francine Swafford, Police Executive Asst., Evelyn Horn, PW Executive Asst., and Chris Larochelle, Patron Services Librarian). These coordinators help to motivate our co-workers to make healthy choices, to incorporate a culture of health in their work environments and promote healthy programs.

HealthTrust has provided our Town \$2,000 check(s) (\$1,500 Town & \$500 Library) toward the implementation of our CY2024 town-wide wellness program(s), based on Hooksett's completed 2023 Wellness Campaigns (see below):

## "Lighten Up" Small Changes for Big Impacts

04/06/2023-05/26/2023

Campaign Description:

Lighten Up – your pockets, your brain, your weight, your mood, your baggage, your portions. Town will send pamphlet distributed to all employees (active & retired) to our Wellness Advisor.

04/06/2023 Kick-off at employee appreciation luncheon. Corners of event room 1) Zoo Health Club & Bass Pro Shops for physical wellness, 2) HealthTrust = portion control for nutritional wellness, 3) screen streaming funny cat videos or emotional wellness, 4) Primerica for financial wellness (formal presentation followed luncheon). Payroll stuff and retiree mailing of this event details to include invite to Primerica presentation. Blasted room with fake \$100 bills and had chocolate coins for pinata activity. — 80 participants. Town will send document to Wellness Advisor.

05/05/2023 Distributed Lighten Up goodies into a reusable bag to each employee: \*pamphlet detailing wellness program, water bottle, 2 avacados with \*recipe, \*pop fidget, maraca, \*pen, \*jar opener, and ceramic piggy bank (\*retiree mailing contents).

05/05/2023-05/26/2023 Piggy Bank Decorating Contest - 30 participants

Number of Participants: 185

#### "Health Fair & Flu Clinic"

September 21, 2023

Vendor tables - HealthTrust (Anthem & Delta Dental), Life Resources, Aflac, Nationwide, New England Risk Management/Travelers, Triangle Credit Union, Davis & Towle, Convenient MD,

Town Host table - material on EAP, Slice of Life, and Biometric Screening. Healthy Search-a-word \$5.00 raffle prize and event attendance \$25.00 raffle prize.

Nurse station - 35 employee flu shots

Veggie Pizzas and salads delivered to all Town employees for "healthy choices lunch"

#### "World Mental Health Day Oct 10th & Flyer on Suicide Awareness and Mental Health"

October 2023 - payroll stuffer

## **FINANCIAL IMPACT:**

Administration Wellness Account #001-000.2220.029.000 holds the HealthTrust Wellness Coordinator dollars. Wellness program costs come out of this account.

## **POLICY IMPLICATIONS:**

N/A

## **RECOMMENDATION:**

Accept \$2,000 check(s) (\$1,500 Town & \$500 Library) from HealthTrust to the Town of Hooksett for the 2024 town-wide wellness program(s) per RSA 31:95-b, III (b).

## **SUGGESTED MOTION:**

Motion to accept \$2,000 check(s) (\$1,500 Town & \$500 Library) from HealthTrust to the Town of Hooksett for the 2024 town-wide wellness program(s) per RSA 31:95-b, III (b).

## TOWN ADMINISTRATOR'S RECOMMENDATION:

I concur with the suggested motion.

## **Town Council**

## **STAFF REPORT**



To: Town Council

**Title:** 2024 MS-232 Report of Appropriations Actually Voted totaling \$25,738,820.00.

Meeting: Town Council - 27 Mar 2024

**Department:** Finance

Staff Contact: Christine Tewksbury, Finance Director

## **BACKGROUND INFORMATION:**

The Town is required to complete the State Form MS-232 Report of Appropriations Actually Voted. This report informs the State on the gross appropriations that were passed at town meeting on March 12, 2024.

| Warrant  | Passed       | Failed      |
|--|--------------|-------------|
| Martins Ferry Road Intersection  |              | 1,520,000   |
| Operating Budget   | 23,693,487   | Default     |
| DPW Union Contract   | 204,689      |             |
| Non-Union Raises   | 126,490      |             |
| Police Supervisors Union Contract  | 54,521       |             |
| Fire Union Contract (\$110,600 for taxes and \$10,355 from AS Fund)  | 120,955      |             |
| CR Fund - Public Works' Vehicles   | 250,000      |             |
| CR Fund - Fire Apparatus   | 250,000      |             |
| CR Fund - Town Building Maintenance  | 200,000      |             |
| Semi Tractor without trailer R&T Solid Waste Fund  | 185,000      |             |
| CR Funds - Fire (\$27.5K Air Packs; \$150K Tools & Equipment, \$0 Cistern) CIP Increased Tools \$100 for radios. |              | 177,500     |
| Body-Worn Cameras  | 183,080      |             |
| CR Fund - GIS Digital Parcel Recompilation   |              | 135,000     |
| CR Fund - Drainage Upgrades  | 100,000      |             |
| CR Fund - Revaluation  |              | 60,000      |
| DPW R&T - Additional Full-time Laborer   | 55,598       |             |
| Scale house Engineering and Design   | 55,000       |             |
| CR Fund - Emergency Radio Communications   | 50,000       |             |
| CR Fund - Police Equipment (NEW)   | 50,000       |             |
| CR Fund - Parks & Recreation Facilities Development  | 50,000       |             |
| CR Fund - Information Technology (NEW)   | 40,000       |             |
| CR Fund - Automated Collection Equipment   | 30,000       |             |
| CR Fund - Improvements of Conservation Land  | 30,000       |             |
| Repairs to headstones and monuments at cemeteries  | 10,000       |             |
| Total  | \$25,738,820 | \$1,892,500 |

## **FINANCIAL IMPACT:**

Estimated town share of the tax rate for 2024 is \$4.89. This is 28 cents more than the 2023 town rate of \$4.61.

Property assessed at \$516,300 would pay and estimated \$144.56 more in taxes next year for the town appropriations.

The estimated tax rate impact is simply an estimate based on the information we have today. Revenues and property assessments will be revised in the fall prior to setting the tax rate and will change these estimates.

## **SUGGESTED MOTION:**

Motion to sign the "2024 MS-232 Report of Appropriations Actually Voted" totaling \$25,738,820.00.

## TOWN ADMINISTRATOR'S RECOMMENDATION:

I concur with the suggested motion to sign the 2024 MS-232 Report of Appropriations.

### ATTACHMENTS:

MS 232 Appropriations Actually Voted



2024 MS-232

## **DRAFT**VOTED APPROPRIATIONS NOT SUBMITTE THIS COPY FOR REVIEW PURPOSES ONL

## **Report of Appropriations Actually Voted**

## **Hooksett**

For the period beginning July 1, 2024 and ending June 30, 2025 Form Due Date: **20 Days after the Annual Meeting** 

#### **GOVERNING BODY CERTIFICATION**

This is to certify that the information contained in this form, appropriations actually voted by the town/city meeting, was taken from official records and is complete to the best of our knowledge and belief. Under penalties of perjury, I declare that I have examined the information contained in this form and to the best of my belief it is true, correct and complete.

| Name                  | Position | Signature      |
|-----------------------|----------|----------------|
|                       |          |                |
|                       |          |                |
|                       |          |                |
|                       | RAF      |                |
|                       |          |                |
| THE APPROPRIATION THE |          | COCESS MUST BE |
|                       |          |                |
|                       |          |                |
|                       |          |                |
|                       |          |                |
|                       |          |                |

This form must be signed, scanned, and uploaded to the Municipal Tax Rate Setting Portal: <a href="https://www.proptax.org/">https://www.proptax.org/</a>

#### For assistance please contact:

NH DRA Municipal and Property Division (603) 230-5090 http://www.revenue.nh.gov/mun-prop/



## 2024 MS-232

## **DRAFT**VOTED APPROPRIATIONS NOT SUBMITTED THIS COPY FOR REVIEW PURPOSES ONLY

| Account  | Purpose   | Article                                    | Appropriations As Voted   |
|--|---|--|---|
| General Gov  | ernment   |  |   |
| 4130   | Executive   | 07,10                                      | \$670,79  |
| 4140   | Election, Registration, and Vital Statistics  | 07,10                                      | \$58,150  |
| 4150   | Financial Administration  | 07,10                                      | \$860,764   |
| 4152   | Property Assessment   | 07,10                                      | \$232,655   |
| 4153   | Legal Expense   | 07   | \$110,000   |
| 4155   | Personnel Administration  | 07,08,11,13                                | \$311,850   |
| 4191   | Planning and Zoning   | 07,10                                      | \$439,34  |
| 4194   | General Government Buildings  | 07,08,10                                   | \$584,586   |
| 4195   | Cemeteries  | 07,32                                      | \$16,730  |
| 4196   | Insurance Not Otherwise Allocated   | 07   | \$288,644   |
| 4197   | Advertising and Regional Associations   | 07   | \$15,000  |
| 4198   | Contingency   |  | \$0   |
| 4199   | Other General Government  | 07   | \$  |
| Public Safety  |   |  |   |
|  |   | 07.10.11                                   | ¢£ 722 420  |
| 4210   | Police  | 07,10,11                                   | \$5,732,428   |
| 4210<br>4215   | Ambulances  | 07,10,11                                   | \$5,732,426   |
|  |   | 07,10,11                                   |   |
| 4215   | Ambulances  |  | \$6<br>\$5,161,05   |
| 4215<br>4220   | Ambulances<br>Fire  | 07,10,13                                   | \$0   |
| 4215<br>4220<br>4240   | Ambulances Fire Building Inspection   | 07,10,13<br>07                             | \$6,161,057<br>\$128,700  |
| 4215<br>4220<br>4240<br>4290<br>4299   | Ambulances Fire Building Inspection Emergency Management Other Public Safety Public Safety Su   | 07,10,13<br>07<br>07                       | \$6,161,057<br>\$128,700<br>\$7,727   |
| 4215<br>4220<br>4240<br>4290   | Ambulances Fire Building Inspection Emergency Management Other Public Safety Public Safety Su   | 07,10,13<br>07<br>07                       | \$6,161,057<br>\$128,700<br>\$7,727   |
| 4215<br>4220<br>4240<br>4290<br>4299<br>Airport/Aviat  | Ambulances Fire Building Inspection Emergency Management Other Public Safety Public Safety Su   | 07,10,13<br>07<br>07                       | \$6<br>\$5,161,05<br>\$128,700<br>\$7,72<br>\$6<br>\$11,029,912   |
| 4215<br>4220<br>4240<br>4290<br>4299<br>Airport/Aviat  | Ambulances Fire Building Inspection Emergency Management Other Public Safety  Public Safety Su  ion Center  Airport Administration  | 07,10,13<br>07<br>07                       | \$0<br>\$5,161,057<br>\$128,700<br>\$7,727<br>\$0<br>\$11,029,912   |
| 4215<br>4220<br>4240<br>4290<br>4299<br><b>Airport/Aviat</b><br>4301<br>4302                                 | Ambulances Fire Building Inspection Emergency Management Other Public Safety  Public Safety Su  ion Center  Airport Administration Airport Operations   | 07,10,13<br>07<br>07                       | \$0<br>\$5,161,057<br>\$128,700<br>\$7,727<br>\$0<br>\$11,029,912   |
| 4215<br>4220<br>4240<br>4290<br>4299<br><b>Airport/Aviat</b><br>4301<br>4302                                 | Ambulances Fire Building Inspection Emergency Management Other Public Safety  Public Safety Su  ion Center  Airport Administration Airport Operations Other Airport  Airport/Aviation Center Su   | 07,10,13<br>07<br>07                       | \$6<br>\$5,161,05<br>\$128,700<br>\$7,722<br>\$6<br>\$11,029,912  |
| 4215<br>4220<br>4240<br>4290<br>4299<br><b>Airport/Aviat</b><br>4301<br>4302<br>4309                         | Ambulances Fire Building Inspection Emergency Management Other Public Safety  Public Safety Su  ion Center  Airport Administration Airport Operations Other Airport  Airport/Aviation Center Su   | 07,10,13<br>07<br>07                       | \$6<br>\$5,161,05<br>\$128,700<br>\$7,722<br>\$6<br>\$11,029,912  |
| 4215<br>4220<br>4240<br>4290<br>4299<br>Airport/Aviat<br>4301<br>4302<br>4309                                | Ambulances Fire Building Inspection Emergency Management Other Public Safety  Public Safety Su  ion Center Airport Administration Airport Operations Other Airport  Airport/Aviation Center Su  d Streets   | 07,10,13<br>07<br>07<br>ubtotal            | \$(<br>\$5,161,05)<br>\$128,70(<br>\$7,72)<br>\$(<br>\$11,029,91)<br>\$(<br>\$(<br>\$)<br>\$(<br>\$)                      |
| 4215<br>4220<br>4240<br>4290<br>4299<br>Airport/Aviat<br>4301<br>4302<br>4309<br>Highways an                 | Ambulances Fire Building Inspection Emergency Management Other Public Safety  Public Safety Su  ion Center Airport Administration Airport Operations Other Airport  Airport/Aviation Center Su  d Streets Highway Administration                      | 07,10,13<br>07<br>07<br>ubtotal            | \$128,700<br>\$128,700<br>\$7,723<br>\$11,029,912<br>\$11,029,912<br>\$6<br>\$6<br>\$6<br>\$1<br>\$315,252<br>\$2,387,746 |
| 4215<br>4220<br>4240<br>4290<br>4299<br>Airport/Aviat<br>4301<br>4302<br>4309<br>Highways an<br>4311<br>4312 | Ambulances Fire Building Inspection Emergency Management Other Public Safety  Public Safety Su  ion Center Airport Administration Airport Operations Other Airport  Airport/Aviation Center Su  d Streets Highway Administration Highways and Streets | 07,10,13<br>07<br>07<br>ubtotal<br>ubtotal | \$(<br>\$5,161,05;<br>\$128,70(<br>\$7,72;<br>\$(<br>\$11,029,912;<br>\$(<br>\$6<br>\$6                                   |



## 2024 MS-232

## **DRAFT**VOTED APPROPRIATIONS NOT SUBMITTED THIS COPY FOR REVIEW PURPOSES ONLY

| 4325 Solid Waste Facilities Clean-Up 4326 Sewage Collection and Disposal   | Article     | Appropriations As Voted |
|--|-------------|-------------------------|
| 4323 Solid Waste Collection 4324 Solid Waste Disposal 4325 Solid Waste Facilities Clean-Up 4326 Sewage Collection and Disposal |             |                         |
| 4324 Solid Waste Disposal 4325 Solid Waste Facilities Clean-Up 4326 Sewage Collection and Disposal                             | 07,08       | \$206,72                |
| 4325 Solid Waste Facilities Clean-Up 4326 Sewage Collection and Disposal   | 07,08       | \$351,596               |
| 4326 Sewage Collection and Disposal  | 07,08,10,24 | \$958,720               |
|  |             | \$(                     |
| 1220 Other Conitation  |             | \$(                     |
| 4329 Other Sanitation  |             | \$(                     |
| Sanitation Subtotal  |             | \$1,517,05              |
| Water Distribution and Treatment   |             |                         |
| 4331 Water Administration  |             | \$(                     |
| 4332 Water Services  |             | \$(                     |
| 4335 Water Treatment   |             | \$(                     |
| 4338 Water Conservation  |             | \$(                     |
| 4339 Other Water   |             | \$0                     |
| Water Distribution and Treatment Subtotal  |             | \$(                     |
|  |             |                         |
| Electric   |             |                         |
| 4351 Electric Administration   |             | \$(                     |
| 4352 Generation  |             | \$(                     |
| 4353 Purchase Costs  |             | \$0                     |
| 4354 Electric Equipment Maintenance  |             | \$0                     |
| 4359 Other Electric Costs  |             | \$0                     |
| Electric Subtotal  |             | \$(                     |
| Health   |             |                         |
| 4411 Health Administration   | 07          | \$                      |
| 4414 Pest Control  |             |                         |
| 4415 Health Agencies and Hospitals   |             | \$(                     |
| 4419 Other Health  |             | \$(                     |
| Health Subtotal  |             | <b>\$</b>               |
|  |             | Ť                       |
| Welfare  |             |                         |
| 4441 Welfare Administration  | 07,10       | \$133,163               |
| 4442 Direct Assistance   |             | \$0                     |
| 4444 Intergovernmental Welfare Payments  | 07          | \$35,443                |
| 4445 Vendor Payments   |             | \$(                     |
| 4449 Other Welfare   |             | \$(                     |
| Welfare Subtotal   |             | \$168                   |



## 2024 MS-232

## **DRAFT**VOTED APPROPRIATIONS NOT SUBMITTED THIS COPY FOR REVIEW PURPOSES ONLY

| Account        | Purpose  | Article | Appropriations As Voted |
|----------------|--|---------|-------------------------|
| Culture and R  | ecreation  |         |                         |
| 4520           | Parks and Recreation                               | 07,08   | \$755,200               |
| 4550           | Library  | 07,10   | \$1,139,750             |
| 4583           | Patriotic Purposes                                 | 07      | \$2,945                 |
| 4589           | Other Culture and Recreation                       | 07      | \$11,500                |
|                | Culture and Recreation Subtotal                    |         | \$1,909,395             |
| Conservation   | and Development                                    |         |                         |
| 4611           | Conservation Administation                         | 07      | \$1,095                 |
| 4612           | Purchase of Natural Resources                      |         | \$0                     |
| 4619           | Other Conservation                                 |         | \$0                     |
| 4631           | Redevelopment and Housing Administration           |         | \$0                     |
| 4632           | Other Redevelopment and Housing                    |         | \$0                     |
| 4651           | Economic Development Administration                | 07      | \$1,000                 |
| 4652           | Economic Development                               |         | \$0                     |
| 4659           | Other Economic Development                         |         | \$0                     |
|                | Conservation and Development Subtotal              |         | \$2,095                 |
| Debt Service   |  |         |                         |
| 4711           | Principal - Long Term Bonds, Notes, and Other Debt | 07      | \$300,000               |
| 4721           | Interest - Long Term Bonds, Notes, and Other Debt  | 07      | \$87,338                |
| 4723           | Interest on Tax and Revenue Anticipation Notes     | 07      | \$1                     |
| 4790           | Other Debt Service Charges                         |         | \$0                     |
|                | Debt Service Subtotal                              |         | \$387,339               |
| Capital Outlay | ,  |         |                         |
| 4901           | Land   | 07      | \$1                     |
| 4902           | Machinery, Vehicles, and Equipment                 | 18,20   | \$368,080               |
| 4903           | Buildings  | 25      | \$55,000                |
| 4909           | Improvements Other than Buildings                  |         | \$0                     |
|                | Capital Outlay Subtotal                            |         | \$423,081               |



## 2024 MS-232

## **DRAFT**VOTED APPROPRIATIONS NOT SUBMITTED THIS COPY FOR REVIEW PURPOSES ONLY

| Account       | Purpose                           | Article                               | Appropriations | As Voted    |
|---------------|-----------------------------------|---------------------------------------|----------------|-------------|
| Operating Tra | ansfers Out                       |                                       |                |             |
| 4911          | To Revolving Funds                |                                       |                | \$0         |
| 4912          | To Special Revenue Funds          |                                       |                | \$0         |
| 4913          | To Capital Projects Funds         |                                       |                | \$0         |
| 4914A         | To Airport Proprietary Fund       |                                       |                | \$0         |
| 4914E         | To Electric Proprietary Fund      |                                       |                | \$0         |
| 49140         | To Other Proprietary Fund         |                                       |                | \$0         |
| 4914S         | To Sewer Proprietary Fund         | 07                                    |                | \$2,647,148 |
| 4914W         | To Water Proprietary Fund         |                                       |                | \$0         |
| 4915          | To Capital Reserve Funds          | 15,16,17,22,2<br>6,27,28,29,30<br>,31 |                | \$1,050,000 |
| 4916          | To Expendable Trusts              |                                       |                | \$0         |
| 4917          | To Health Maintenance Trust Funds |                                       |                | \$0         |
| 4918          | To Non-Expendable Trust Funds     |                                       |                | \$0         |
| 4919          | To Fiduciary Funds                |                                       |                | \$0         |
|               | Operating Transfers Out           | Subtotal                              |                | \$3,697,148 |
|               | Total Voted Appro                 | priations                             | \$             | 25,738,820  |

## **Town Council**

## STAFF REPORT



**To:** Town Council

**Title:** Town Administrator Recommendations to comply with the vote to the default

Operating Budget FY2024-2025 of \$23,693,487 as voted on at Town elections on

March 12, 2024

Meeting: Town Council - 27 Mar 2024

**Department:** Administration

Staff Contact: Geraldine Ciardelli, Executive Assistant

#### BACKGROUND INFORMATION:

Deliberative Session attendees/voters reduced the Operating Budget to the 2023/2024 level of \$23,657,820. This budget did not pass at the Town election on March 12, so the default budget of \$23,693,487 is what we have to work with. This is the second run of looking at areas that could be reduced. Attached are initial cuts that were made to comply with the default budget of \$23,693,487.

#### FINANCIAL IMPACT:

Deliberative Session attendees/voters reduced the Operating Budget to the 2023/2024 level of \$23,657,820. This budget did not pass at the Town election on March 12, so the default budget of \$23,693,487 is what we have to work with. This is the second run of looking at areas that could be reduced. Attached are initial cuts that were made to comply with the default budget of \$23,693,487

#### RECOMMENDATION:

Town Council reviews the proposed budget deductions and makes recommendations/decisions regarding final numbers.

#### SUGGESTED MOTION:

Town Council reviews the proposed budget deductions and makes recommendations/decisions regarding final numbers.

## TOWN ADMINISTRATOR'S RECOMMENDATION:

The information provided is the same information presented at the March 13, 2024, Town Council meeting. Town Meeting did not approve the reduced operating budget; therefore, the Default Budget is what Hooksett will used for the FY24/25 budget. The proposed budget cuts reflect meeting the Default operating budget.

## **ATTACHMENTS:**

FY 2024-25 Amended Budget

## Budget changes by department

## Administration- Budget Committee recommended \$1,675,072 Amended to \$1,618,732

| \$3,365         | Training and Dues –                                   |
|-----------------|---|
| \$3,500         | Employment testing                                    |
| \$1,300         | Advertising   |
| \$404           | Printing  |
| \$340           | Postage   |
| \$200           | Office Supplies                                       |
| \$1,000         | Public Relations                                      |
| \$1,000         | New Equipment   |
| \$2,500         | Volunteer and Employee Appreciation Night             |
| \$999           | Economic Development dues                             |
| \$10,000        | Comp Software & Programs (Town Hall Security Project) |
| \$8,292         | Comp New Equipment (delayed PC replacement)           |
| \$2,944         | Removed Memorial Day                                  |
| \$2,999         | Removed Hooksettites                                  |
| \$999           | Removed Historical Society                            |
| \$10,499        | Removed Old Home Day                                  |
| \$5,999         | Removed Heritage Commission                           |
| \$56,340 decrea | se  |

#### \$56,340 decrease

## Assessing- Budget Committee recommended \$250,396 Amended to \$228,938

| \$809  | Training and Dues                       |
|--|---|
| \$20,000   | Professional Services (delay cyclicals) |
| \$50   | Property Record Maintenance             |
| \$400  | Postage                                 |
| \$50   | Office Supplies                         |
| <u>\$149                                    </u> | New Equipment                           |
|  |   |

## \$21,458 decrease

## Community Development- Budget Committee recommended \$597,852 Amended to \$565,108

| \$500    | CD Overtime                                 |
|----------|---|
| \$115    | CD FICA                                     |
| \$58     | CD NH Retirement                            |
| \$1,500  | CD Training and Dues                        |
| \$24,500 | CD Professional Services (impact fee study) |
| \$250    | CD Property Record Maintenance              |
| \$200    | CD Vehicle Maintenance                      |
| \$200    | CD Office Supplies                          |
| \$400    | CD New Equipment                            |
| \$553    | CD Southern NH Planning Comm Dues           |
| \$500    | PB Postage                                  |
| \$1,000  | CEO Overtime                                |
|          |   |

| \$250<br>\$32,744 decrea | ZBA Postage             |
|--------------------------|-------------------------|
| \$200                    | ZBA Advertising         |
| \$630                    | CEO Fuel                |
| \$196                    | CEO Telephone           |
| \$1,000                  | CEO Vehicle Maintenance |
| \$500                    | CEO Training & Dues     |
| \$115                    | CEO NH Retirement       |
| \$77                     | CEO FICA                |

## Family Services - Budget Committee recommended \$169,718 Amended to \$156,985

| \$182             | Training and Dues |  |  |
|-------------------|-------------------|--|--|
| \$100             | Postage           |  |  |
| \$50              | Office Supplies   |  |  |
| \$5,000           | Town Welfare      |  |  |
| \$7,401           | Vising Nurses     |  |  |
| \$12 733 decrease |                   |  |  |

### \$12,733 decrease

## Finance - Budget Committee recommended \$278,789 Amended to \$277,299

| \$50        | Overtime          |
|-------------|-------------------|
| \$4         | FICA Taxes        |
| \$7         | NH Retirement     |
| \$305       | Training and Dues |
| \$475       | Printing          |
| +\$100      | Postage           |
| \$700       | Office Supplies   |
| <u>\$49</u> | New Equipment     |

## \$1,490 decrease

## Fire Rescue - Budget Committee recommended \$5,088,495 Amended to \$5,020,999

| \$18,100 | Overtime                  |
|----------|---------------------------|
| \$262    | FICA Taxes                |
| \$5,493  | NH Retirement             |
| \$7,000  | Uniforms                  |
| \$3,000  | Training and Dues         |
| \$2,200  | <b>Employment Testing</b> |
| \$3,500  | Software and programs     |
| \$1,000  | Equipment maintenance     |
| \$10,000 | Vehicle maintenance       |
| \$1,000  | Forest Fires              |
| +\$619   | Telephones                |
| \$2,500  | Fire Prevention           |
| \$7,740  | Fuel                      |
| \$3,300  | New Equipment             |
| \$1,000  | Operating Supplies        |
| +\$480   | EM Telephone              |
|          |                           |

#### \$2,500 **EM New Equipment**

\$67,496 decrease

## Police - Budget Committee recommended \$5,877,170 Amended to \$5,679,902

| \$45,317     | Full-time wages (based on current staffing) |
|--------------|---|
| \$660        | FICA Taxes                                  |
| \$14,175     | NH Retirement                               |
| \$5,309      | Training and dues                           |
| \$3,055      | Selection Process                           |
| \$155        | Professional Services                       |
| \$865        | Software and Programs                       |
| \$2,160      | Telephone                                   |
| \$700        | Office Supplies                             |
| \$1,500      | Public Relations                            |
| \$572        | Meals and Food                              |
| \$1,800      | New equipment (RAD Suit)                    |
| \$1,000      | Police equipment (Camera)                   |
| \$120,000    | Vehicle and Related Purchases               |
| \$197.268 de | crease                                      |

## \$197,268 decrease

## Public Works - Budget Committee recommended \$5,812,067 Amended to \$5,349,757 Highway

| ω <b>y</b>         |  |  |  |  |
|--------------------|--|--|--|--|
| \$1,700            | DPW ADMIN Training and Dues                              |  |  |  |
| \$600              | DPW ADMIN Telephone                                      |  |  |  |
| \$100              | DPW ADMIN Office Supplies                                |  |  |  |
| \$400              | DPW ADMIN Safety Supplies                                |  |  |  |
| \$250              | DPW ADMIN Meals and food                                 |  |  |  |
| \$13,184           | RD MNT Overtime  |  |  |  |
| \$1,009            | RD MNT FICA Taxes  |  |  |  |
| \$1,784            | RD MNT NH Retirement                                     |  |  |  |
| \$12,180           | RD MNT Professional Services                             |  |  |  |
| \$5,000            | RD MNT NPDES Stormwater                                  |  |  |  |
| \$20,000           | RD MNT Road Salt & Sand                                  |  |  |  |
| \$5,925            | RD MNT Fuel  |  |  |  |
| \$300,000          | RD MNT Resurfacing                                       |  |  |  |
| \$1,500            | ST Lights Professional Service                           |  |  |  |
| \$2,000            | FLEET Overtime   |  |  |  |
| \$153              | FLEET FICA taxes   |  |  |  |
| \$271              | FLEET NH Retirement                                      |  |  |  |
| \$5,500            | TB Heating   |  |  |  |
| \$27,000           | TB Building Maintenance (removed new safety center sign) |  |  |  |
| \$500              | Courthouse Custodial Supplies                            |  |  |  |
| <u>\$15,000</u>    | Courthouse ADA front door replacement                    |  |  |  |
| \$414,056 decrease |  |  |  |  |
|                    |  |  |  |  |

## Parks, Recreation and Cemeteries

\$5,482 Part-time Employees# (reduce 1 to 0) \$419 **FICA Taxes** \$5,000 **Ground Maintenance** \$1,500 **Rental and Leases** \$150 Office Supplies \$200 Safety Supplies +\$7000 Electric (Petersbook -concession stand and scoreboard - Donait Lou Goodwin concession stand \$4,690 \$400 Meals and Food \$16,000 New equipment remove mower. \$20,000 Paving at Head Cemetery \$46,841 decrease

## **Recycling and Transfer**

\$600 **R&T Training and Dues** \$99 **R&T** Equipment Maintenance

\$10,000 **R&T COLL Fuel** 

R&T Part-time Employees (reduce 4 to 2) \$8,908

\$682 **R&T FICA Taxes** +\$25,876 **R&T Tipping fees R&T Fuel** \$7,000 \$1,413 decrease

## \$462,310 decrease Public Works

## Tax Collection - Budget Committee recommended \$323,786 Amended to \$320,681

\$2,000 Overtime (reduced customer face time) \$153 **FICA Taxes** \$271 **NH Retirement** \$700 **Training and Dues** \$200 **Professional Services** \$100 **Property Record Maintenance** +\$650 **Equipment Maintenance** \$160 Rental & Leases Office Supplies \$171

\$3,105 decrease

## Town Clerk - Budget Committee recommended \$107,556 Amended to \$111,881

\$675 **Training and Dues** \$1,000 Postage

+\$6,000 Town Deliberative & Election (video service)

+\$4,325 Increase

## Budget Committee - Budget Committee recommended \$8,407 Amended to \$7,860

\$462 Part-time employees \$35 **FICA Taxes** 

<u>\$50</u> Advertising

## \$547 decrease

## Cemetery Commission - Budget Committee recommended \$1,770 Amended to \$1,240

\$60 Training and dues \$450 Professional services \$20 Ground Maintenance

\$530 decrease

## Conservation Commission - Budget Committee recommended \$1,430 Amended to \$1,095

\$300 Printing 35 Postage

\$335 decrease

Library - Budget Committee recommended \$1,148,229 Amended to \$1,108,422

\$39,807 decrease

Wastewater - Budget Committee recommended \$2,747,677 Amended to \$2,647,148

\$100,529 decrease

## **Town Council**

## STAFF REPORT



**To:** Town Council

Title: Town Council 2023/2024 Goals Update

Meeting: Town Council - 27 Mar 2024

**Department:** Administration

Staff Contact: Geraldine Ciardelli, Executive Assistant

#### **BACKGROUND INFORMATION:**

Town Council had a workshop on August 9, 2023 to establish short and long-term goals that will move Town's vision forward. The following were the goals set forth with a plan to report updates at the second Council meeting of each month:

Goal #1: Improve community outreach Goal Summary: Improve communication and outreach to the community. Enhance the Town's Newsletter. Add to the Library's Newsletter. Add advertisements to the Transfer Station cabinet. Encourage the public to sign up for the website news alerts. Place electronic signs at various location in Hooksett. Develop a community Facebook page.

Goal #2: Set budget increase to no more than 2% (starting with 25/26 Budget) Goal Summary: Strive for a maximum 2% increase in the municipal budget

Goal #3: Remove the unnecessary utility poles Goal Summary: Remove Eversource utility poles that are no longer in use

Goal #4: Attendance notification for quorum purposes Goal Summary: Improve notification system of Council, Boards, Committees and Commissions if member cannot attend meetings

Goal #5: Develop network of access to connect various river front area with appropriate sidewalks/trails Goal Summary: Improve access to the Merrimack River for active and passive recreation

## **FINANCIAL IMPACT:**

**TBD** 

## **POLICY IMPLICATIONS:**

TBD

## **RECOMMENDATION:**

Refer to Town Administrator's Recommendation(s) below

#### SUGGESTED MOTION:

## TOWN ADMINISTRATOR'S RECOMMENDATION:

Goal #1- Looking into collaborating with the library to add town newsletter content to their newsletter. Also investigating the best social media platform to move forward with.

- ...-new website live March 19 public needs to sign up for e-alerts!
- ...-March newsletter went out March 14

Goal#2 - Will communicate to the Department Heads at the start of the FY24-25 budget process.

Goal #3- I've sent Communication to Eversource and will follow up with their direction to Hooksett.

Goal #4- Communication on quorum has improved but will seek a procedural modification.

Goal #5- I will get on the Conservation commission, Planning Board and Park and Rec. Advisory Board meeting agendas in January and February

.....-attended Planning Board 3/4 OR 3/18, Conservation Commission on 3/11 and attending P&R 3/19

#### TOWN ADMINISTRATOR'S RECOMMENDATION:

Goal #1- Looking into collaborating with the library to add town newsletter content to their newsletter. Also investigating the best social media platform to move forward with.

Goal#2 - Based on decision made at the Town deliberative Session, discussion on this goal is warranted.

Goal #3- Update on Eversource's progress.

Goal #4- Communication on quorum has improved but will seek a procedural modification.

Goal #5- I attended the March Conservation Commission. I will attend the Park and Rec. Advisory Board meeting and Planning Board agendas.

## **Town Council**

## STAFF REPORT



**To:** Town Council

Title: Safety Center Roof and Drainage Review and Design Change Order in the

amount of \$18,500.00

Meeting: Town Council - 27 Mar 2024

**Department:** Public Works

Staff Contact: Ben Berthiaume, Public Works Director

### **BACKGROUND INFORMATION:**

On 5/24/2023, the Town Council approved and awarded the RFP to Gale Associates for a total of \$58,500, \$51,000 for evaluation and design services plus \$7,500.00 contingencies for masonry and roofing contractor costs to be funded from the Building Maintenance Capital Reserve Account.

The original design scope did not include costs for structural reinforcement design changes as it was assumed at the time of RFP development that none would be required. During Gale Associates site visits, review of the original design documents, and evaluation of the new roofing system, they have determined that additional structural design is required. Please see attached "Additional Service Narrative" from Gale Associates.

## **FINANCIAL IMPACT:**

\$18,500.00 to be funded from the Building Maintenance Capital Reserve Account.

### **POLICY IMPLICATIONS:**

Change order for PO #2023-0886 increasing the amount by \$18,500.00 from \$58,500.00 to \$77,000.00.

#### **RECOMMENDATION:**

Approve the additional services provided by Gale Associates for structural reinforcement design changes costs of \$18,500.00.

## **SUGGESTED MOTION:**

Motion to approve the additional services provided by Gale Associates for structural reinforcement design changes costs of \$18,500.00.

### TOWN ADMINISTRATOR'S RECOMMENDATION:

I concur with the suggested motion

#### ATTACHMENTS:

Gale Contract Amendment
Gale Original Contract
Gale Additional Service Narrative

## Agenda Item #14.1.

| Project #: 8 4 1 8 3 (  | Today's Date:            | 2/29/24 Re  | equested By: Alan                          | Pinciaro                |                                     | Contract<br>Amendment #<br>Agenda Item | #14.1.  |
|---|--------------------------|---|--|-------------------------|-------------------------------------|--|---------|
| Project Name: Hooksett Safety Center Roof  New Ph./Task Name & #: Phase 2 - Structural Augmentation Design - Roof Areas B, C, and D |                          |   |  |                         |                                     |  |         |
| New Ph./Task Name & #:  | nase 2 - Structur        | al Augmentation D                                 | esign - Roof A                             | reas B, C, and          | J .                                 |  |         |
| Client: Town of Hookse  | tt, NH                   |   |  |                         |                                     |  | -       |
|   | e, (bberthiaume@ho       | ooksett.org)                                      |  |                         |                                     |  | -       |
| Billing Contact: Ben Berthiaume   | , (bberthiaume@ho        | ooksett.org)                                      |  |                         |                                     |  | -       |
| Additional Services I   | As a result of this      |   | lment, the contra                          |                         | Days                                |  |         |
| Owner Requested Amend   | lment?                   | The new estimated date of completion will be: N/A |  |                         |                                     |  |         |
| Scope Change?   |                          | Add   | Additional scheduling/milestone notes: N/A |                         |                                     |  |         |
| Value Engineering?  | Other:                   |   |  |                         |                                     |  |         |
| Additional Services to Inclu  |                          |   |  |                         |                                     |  | 1       |
| Please refer to Gale's Additional S   | ervices Narrative 01     | L dated February 29,                              | 2024 for additio                           | nal information.        |                                     |  |         |
| Compensation Type:  |                          |   |  |                         |                                     |  |         |
| Lump Sum Fee/Fixed Fee  | Time & Exper             | nse w/Limit                                       | Notes:                                     |                         |                                     |  |         |
| Time & Expense  | Other                    |   |  |                         |                                     |  |         |
| Unit Fee  | Unit Type:               |   | Unit Cost:                                 |                         |                                     |  |         |
| Reimbursable Markup:  | Consultant m/u:_         |   | Expense m/u:                               |                         |                                     |  |         |
| Compensation Amounts:   |                          |   |  |                         |                                     |  |         |
|   | Gale Fee/Labor<br>Amount | Consultant Expense<br>Amount                      | Consultants are reimbursable?              | Other Expense<br>Amount | Other Exps.<br>are<br>reimbursable? | Total                                  |         |
| Original Amount:  | \$51,000.00              |   | Yes  | \$7,500.00              | Yes                                 | \$58,500.00                            |         |
| Previous Amendments:  |                          |   |  |                         |                                     |  |         |
| Subtotal to Date:   | \$51,000.00              |   |  | \$7,500.00              |                                     | \$58,500.00                            |         |
| Amount this Amendment:  | \$18,500.00              |   |  |                         |                                     | \$18,500.00                            |         |
| Total New Fee:  | \$69,500.00              |   |  | \$7,500.00              |                                     | \$77,000.00                            |         |
| Compensation for Ac<br>1. Additional services will be provided in ac<br>2. Additional services will commence upon                   | cordance with the Base   | Agreement and upon rece                           |  |                         |                                     | dment.                                 |         |
| Accepted by: Town of Hooksett, NH   |                          |   | Gale Associates, Inc.                      |                         |                                     |  | ,       |
| Signature   |                          |   | Signature                                  |                         |                                     |  |         |
|   |                          |   | Allison E. O'Neill, P.E.                   |                         |                                     |  | ,       |
| Print Name  |                          |   | Printed Name President                     |                         |                                     |  |         |
| Title   |                          |   | Title                                      |                         |                                     |  |         |
|   |                          |   |  | ebruary 29, 20          | 24                                  | Page 3                                 | 5 of 68 |
| Date  |                          |   | Date                                       |                         |                                     |  |         |

## **AGREEMENT**

Project: #23-10 Safety Center Roof and Drainage Review and Design

THIS CONTRACT AGREEMENT is made and entered into at Hooksett, NH this 31st day of May 2023 by and between the Town of Hooksett, NH, hereinafter designated as "TOWN", and Gale Associates, Inc. herein after designated as "CONTRACTOR", as follows:

- 1. The CONTRACTOR will commence and complete the performance of work as outlined in the document entitled "RFP 23-10 Safety Center Roof and Drainage Review and Design", 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 MX in July, 2023
- 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: Gale Associ           | ales Inc   |
| By: Steven Marchall               |  |
| Title: Principal                  | Date May 31 2023                                     |
| Address: 6 Bed Fard Fam           | ns Drive, Suite los, Bedford, NH                     |
| Telephone: 603-471-1937 Far       | x#: <u>603 471-1809</u> Mobile#: <u>603 494-4977</u> |
| Town of Hooksett, NH, 35 Main Str | eet 03106  |
| Ву:                               |  |
| Title: Town Administrator         | Date: 6833   |

Town of Hooksett



Town of Hooksett
Department of Public Works
35 Main Street
Hooksett, NH 03106

### REQUEST FOR PROPOSAL RFP No. 23-10

Safety Center Roof and Drainage Review and Design Acceptance Date: 2:00 pm, April 25, 2023

Sealed bid proposals, plainly marked, "Safety Center Roof and Drainage Review and Design, RFP No. 23-10" on the outside of the mailing envelope as well as the sealed proposal envelope, addressed to the Administration Department, Town Hall, 35 Main Street, Hooksett, New Hampshire, 03106, will be accepted until 2:00 pm, April 25, 2023.

The RFP may be obtained from the Town's web site: <a href="www.hooksett.org">www.hooksett.org</a>, 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.

RFP No. 23-10 2

#### Inquiries

Inquiries pertaining to the request for proposal must cite the RFP title and acceptance date and be directed to Ben Berthiaume, Public Works Director, (603) 668-8019 or BBerthiaume@hooksett.org.

### Competition

It is the Town's intent that this RFP shall permit competition. It shall be the respondent's responsibility to advise the Public Works Director, Ben Berthiaume at BBerthiaume@hooksett.org 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 notifications must be received no later than ten (10) days prior to the proposal acceptance date.

#### SCOPE OF SERVICES:

The purpose of this Request for Proposals is to engage the services of a professional engineering firm to provide the services necessary to upgrade the roofing system at the Safety Center described below. The Apparatus Bay roof is a 45 mil EPDM ballasted type with tapered insulation that is approximately 25 years old. The office area of the Safety Center is a 24-gage standing seam metal roof system that is approximately 25 years old. The lower-level office metal roofs experience water infiltration during driving wind/rain events and the apparatus bay area roof experiences leaks due to age, ponding, and drainage issues. Exterior walls become saturated during rain events due to the lack of gutters and proper water mitigation control. The purpose of this work is to review the roofing systems, develop details and specifications for new roofing systems, and design improvements to direct water away from the building.

### The work will include:

- Review Safety Center construction drawings from 1996 and conduct onsite visit to establish basis of design.
- Provide design for improved drainage system to existing structure that could include gutters, perimeter drains, storm water collection systems, and changes to apparatus bay roof drain system.
- Provide design for new flat roof system over the Apparatus Bay with a 30 year warranty.
- Review existing standing seam metal roof system and provide design for replacement roofs over the dispatch center and offices of the single floor section of the building.
- Review existing snow rakes and provide design for additional measures to eliminate ice and snow falls onto lower roofs.

Deliverables shall include specifications, plans, and details for the roofing and drainage improvements to the building. The work will include but may not be limited to the following:

Onsite visit(s) and investigation of the project:

RFP No. 23-10 3

- · Conduct field visit(s) and investigation of the Safety Center
- Review of existing plans and information
- · Meet with Town to discuss issues and expectations

### Analysis and design:

- · Perform drainage analysis, and calculations as necessary
- Prepare design plans, specifications, and details suitable for bidding the project
- Provide an estimate of the work
- Provide design responses to contractor inquiries and questions

Five sets of plans shall be provided in PDF format.

### Vendor Qualifications

The proposal shall include the Firm's credentials, capabilities, past experience and a listing of projects similar to this project. The proposal shall also include a listing of the employees that will be assigned to key project management roles for the proposed work.

Consideration will be given to responses to this Notice without regard to race, color, creed, religion, ancestry, national origin, age, sex, marital status, or disability or other handicap.

### **Submission Requirements**

### 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. Name of contact person and telephone number for purposes of following up on proposal.
- 3. Narrative including the qualifications of the company and municipal experience.
- 4. The Firm's experience with similar work.
- 5. Has the company been in bankruptcy, reorganization, or receivership in the last five years? If so, please explain the current status.
- 6. Has the company been disqualified or terminated by any public agency or Town? If so, please explain under what circumstances this disqualification or termination occurred.

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7. Three (3) copies of the "Proposal" must be submitted to Andre L. Garron, Town Administrator no later than 2:00 p.m. on April 25, 2023.

### Firm Pricing

Proposed fees must be firm for Town acceptance for 365 days from acceptance date of proposals. Pricing must be inclusive, clear, and concise, including such other information as requested or required.

Compensation for professional services will be as follows:

A. The Consultant shall develop a cost to complete the Scope of Work. A table must be provided that lists the cost for each discipline of work. Costs for overhead and profit must be included.

### B. Direct Expenses

Out-of-pocket cost items (direct expenses) such as telephone, tolls, sepia reproduction, and photocopying reproduction, will be compensated for at actual cost. The reimbursable costs for mileage rates shall be those allowed by the Consultant's established policy, but subject to the approval of the Department. The Consultant should estimate these costs and include this estimated cost in their proposal.

### C. Day Rates

Costs for rented equipment will be compensated for at a daily rate. The Consultant should estimate these costs and include this estimated cost in their proposal.

### D. Hourly Rates

All salary costs will be based on hourly rates, which rates will include overhead and profit. The Consultant shall include in his proposal a schedule of hourly rates for all disciplines necessary to accomplish each Task identified in this Request for Proposals.

### Submission

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 Andre L. Garron, Town Administrator, 35 Main Street, Hooksett, NH 03106, or hand delivered to the Hooksett Municipal Center, 35 Main Street, Hooksett, NH, Attention: Andre L. Garron, Town Administrator.

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

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### INDEMNIFICATION AND INSURANCE REQUIREMENTS

# CONSULANT INDEMNIFICATION INSURANCE REQUIREMENTS FOR THE TOWN OF HOOKSETT, NH:

 The CONSULTANT shall maintain insurance coverage in the following amounts on an ISO Occurrence Form or equivalent during the duration of this contract or any other subcontracts this year. The Town reserves the right to require different insurance or limit in its sole discretion, as projects and services may present different risks.

| 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, owned Autos: Bodily Injury and Property Damage Liability |              |
| Combined Single Limit (Per Occurrence)   | \$ 1,000,000 |
| Professional Liability:  |              |
| Aggregate Limit  | \$3,000,000  |
| Workers Compensation/Employers Liability Insura  | nce          |
| (Coverage A – Workers Compensation)  | Statutory    |
| (Coverage B - Employer's Liability)  | \$500,000    |
| Bodily Injury by Accident  | \$500,000    |
| Bodily Injury by Disease-Each Employee   | \$500,000    |

Certificates of insurance shall be filed with the TOWN prior to the commencement of any work at the project location. The CONSULTANT'S insurance policies must include and name the Town of Hooksett (TOWN) as an additional insured and must provide that such policies cannot be modified, cancelled, or not renewed with less than thirty (30) days' notice of such action by mail to the TOWN.

- Failure to maintain adequate insurance coverage shall be deemed to be a
  material breach of this Contract and the TOWN shall be entitled to
  withhold any and all further payments claimed to be due or owing
  pursuant to this contract.
- 4. The CONSULTANT'S insurance policy shall provide that it affords primary insurance, and that the insurance company's liability shall not be reduced by the existence of other insurance applicable to the loss. The CONSULTANT'S professional liability coverage shall be written on an "occurrence" basis.
- 5. To the fullest extent permitted by law, Consultant shall protect, indemnify, save, defend and hold harmless the [Member], including its officials, agents, volunteers and employees ("Indemnified Parties"), from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs, interest and expenses, including but not limited to reasonable attorney and paralegal fees, which Indemnified Parties may become obligated or suffer by reason of any accident, bodily injury, personal injury, death of person, economic injury or loss of or damage to property, arising indirectly or directly under, out of, in connection with, or as a result of this Contract or the activities of Contractor or its agents, employees, contractors or subcontractors, and even if caused in part by any negligent act or omission of Indemnified Parties.
- 6. In addition, and regardless of respective fault, Consultant shall defend, indemnify and hold harmless the Indemnified Parties for any costs, expenses and liabilities arising out of a claim, charge or determination that Contractor's officers, employees, contractors, subcontractors or agents are employees of the Indemnified Parties, including but not limited to claims or charges for benefits, wages, fees, penalties, withholdings, damages or taxes brought in connection with laws governing workers compensation, unemployment compensation, social security, Medicare, state or federal taxation, and/or any other similar obligation associated with an employment relationship.
- 7. The Consultant's obligations to defend, indemnify and hold harmless the Indemnified Parties hereunder shall survive the term of this Contract. To the fullest extent permitted by law, Contractor shall protect, indemnify, save, defend and hold harmless the [Member], including its officials, agents, volunteers and employees ("Indemnified Parties"), from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs, interest and expenses, including but not limited to reasonable attorney and paralegal fees, which Indemnified Parties may become obligated or suffer by reason of any accident, bodily injury, personal injury, death of person, economic injury or loss of or damage to property, arising indirectly or directly under, out of, in connection with, or as a result of this Contract or the activities of Contractor or its agents, employees, contractors or subcontractors,

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RFP No. 23-10 | 7

and even if caused in part by any negligent act or omission of Indemnified Parties.

- 8. In addition, and regardless of respective fault, Contractor shall defend, indemnify and hold harmless the Indemnified Parties for any costs, expenses and liabilities arising out of a claim, charge or determination that Contractor's officers, employees, contractors, subcontractors or agents are employees of the Indemnified Parties, including but not limited to claims or charges for benefits, wages, fees, penalties, withholdings, damages or taxes brought in connection with laws governing workers compensation, unemployment compensation, social security, Medicare, state or federal taxation, and/or any other similar obligation associated with an employment relationship.
- The Consultant's obligations to defend, indemnify and hold harmless the Indemnified Parties hereunder shall survive the term of this Contract.
- 10. INCLUDE ON CERTIFICATE OF INSURANCE UNDER "DESCRIPTION OF OPERATIONS": Town of Hooksett, New Hampshire, 35 Main Street 03106 is included as an additional insured on the General Liability Policy for various work throughout the policy term on a primary and noncontributory basis.
- 11. CONSULTANT must provide proof of the Town's actual additional insured status by providing a policy endorsement (not just a certificate of insurance) or language from the underlying policy that automatically creates additional insured status when required by written contract.

### 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.

LATE PROPOSALS WILL NOT BE ACCEPTED

### **Proposal Form**

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### RFP 23-10 Safety Center Roof and Drainage Review and Design

| Date: April 25, 2023  |
|---|
| PROPOSAL PHASE I  |
| AMOUNT (EVALUATION, DESIGN BID AND CONSTRUCTION PHASE SERVICES):  |
| <del>\$84,288,80</del> // \$58,500.00   |
| (NUMERALS)  |
| PROPOSAL AMOUNT: Eighty-four Thousand Two Hundred Dollars   |
| (WRITE OUT IN WORDS)  |
| Evaluation and Design Service: \$51,000.00  |
| Bid Services: \$ 2.700.00 750   |
| Construction Phase Services: \$\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\   |
|   |
| Masonry Contractor: (estimated) Cost: \$2.500.00 total contingencies for  |
| Roofing Contractor: (estimated) Cost: \$ +.000.00 masonry and roofing   |
|   |
| Available Start Date: Three (3) weeks after authorization to proceed depending on contractor availability.            |
| RESPECTIVELY SUBMITTED:   |
| Gale Associates, Inc.   |
| (PLEASE PRINT CONSULTANT'S NAME)  |
| Steven R. Marshall, Principal   |
| Print Representative's Name and Title Signature   |
|   |
| Address / Street-City-Zip Code  |
| (503) 471-1887 srm@gainc.com  |
| Telephone Number and E-Mail Address   |
| Person signing proposal must be a person in your company authorized to sign a contract with the Town of Hooksett, NH. |

### **Town of Hooksett**

Safety Center Roof and Drainage Review and Design RFP No. 23-10

### 8. CONTRACT COMMENTS

Gale Associates, Inc. has received our legal and insurance advisors' comments for the Town of Hooksett's contract for RFP No. 23-10. The review was to confirm our compliance with the proposed terms and conditions, our insurance policy covenants, and good business practices. Please review the following edits requested.

### Indemnification and Insurance Requirements

#### Section No. 2:

The Town cannot be named as additional insured under the professional liability insurance policy or the workers compensation insurance policy. The Town will be named as the certificate holder and as additional insured for auto, general liability, and umbrella policies. The certificate of insurance will indicate 30 days' notice of cancellation only, not material change or non-renewal.

#### Section No. 4:

Professional liability insurance policies are written on a claims basis. Policies are not available on an occurrence basis.

### Section No. 5 - Please change to read:

To the fullest extent permitted by law, Consultant shall indemnify, save and hold harmless the [Member], including its officials, volunteers and employees ("Indemnified Parties"), from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs, interest and expenses, including but not limited to reasonable attorney and paralegal fees, which indemnified Parties may become obligated or suffer by reason of any accident, bodily injury, personal injury, death of person, economic injury or loss of or damage to property, to the extent that such are caused by willful misconduct or negligence in the performance of the services by the Contractor or its agents, employees, contractors or subcontractors, and even if caused in part by any negligent act or omission of Indemnified Parties.

Remove Sections 7 and 8.

Change Section No. 9 to Section No. 7.



### Hooksett Safety Center Roof 15 Legends Drive Hooksett, NH Gale JN 841830

## ADDITIONAL SERVICE NARRATIVE 01 Phase 2 – Structural Augmentation Design – Roof Areas B, C, and D

### February 29, 2024

The original contract, dated May 31, 2023, and executed on June 8, 2023, between the Town of Hooksett, New Hampshire (Hooksett) and Gale Associates, Inc. (Gale) is to be modified as follows for the design of structural augmentation of the roof framing at Roof Areas B, C, and D.

Gale provided Hooksett with 75% Design Documents dated February 8, 2024. Gale's structural analysis of the existing structural framing at Roof Areas B, C, and D (Image 1) resulted in the requirement of structural augmentation of the existing roof framing in these areas to support the snow drift and proposed roof system replacement. Hooksett has requested Gale to provide this contract amendment to design the structural reinforcement to support the proposed loading. Bid and construction phase services have not been requested currently.

### **SCOPE OF SERVICES**

Based upon our understanding of the project, we propose the following Scope of Service:

Phase 1 — Evaluation and Design Services (included under the original contract)

### Phase 2 – Structural Augmentation Design – Roof Areas B, C, and D

 Upon receipt of authorization from Hooksett, Gale will perform structural augmentation design of the existing framing to support the additional loading imposed by the snow drift and proposed roof system.



Image 1: Hooksett Safety Center Roof Areas B, C, & D

- Prepare drawings and technical specifications for the structural augmentation.
  - An electronic (pdf) submission of the 90% Design Documents will be provided for Hooksett review and written comments.
  - Meet with Hooksett to review the 90% Design Documents. Meeting minutes will be developed and distributed by Gale in email format to confirm our understanding.
  - Following receipt of written comments and authorization to proceed, we will finalize the Design Documents suitable for soliciting contractor bids for the work.

Hooksett Safety Center Roof 15 Legends Drive, Hooksett, NH



Additional Service Narrative 01
Phase 2 – Structural Augmentation Design – Roof Areas B, C, and D
February 29, 2024
Page 2

- o Provide electronic (pdf) copy of the final Design Documents.
- Hooksett will provide the contract and bidding (i.e., non-technical) requirements of the Construction Documents.

#### **COMPENSATION**

- Our compensation to provide the Scope of Services described above will be a fixed fee of \$18,500.00.
- Gale services will be performed in accordance with our previously executed contract for this project, and our current Schedule of Fees (dated January 2024), attached.

#### PROJECT PARAMETERS AND LIMITATIONS

- Our fee does not include:
  - o Bid Phase Services.
  - o Construction Phase Services.
  - o Mechanical, electrical, plumbing, or fire protection engineering.
  - Hazardous materials (lead, asbestos, and PCBs) evaluation, design for remediation, and mold identification or remediation.
  - o Provision of staging, scaffolding, or hoisting equipment.
  - o Contractor services.
  - o Removal and replacement of in-place construction components.
  - o Specialized material testing of construction components and assemblies.
  - Cost estimating.
  - Obtaining permits.
- Gale services are strictly limited to those defined within the Scope of Services noted above. If additional services are requested, Gale will prepare a contract amendment for Hooksett's consideration.
- This contract amendment, and the Schedule of Fees upon which it is based, is valid for 90
  days from the date of this narrative.

### Attachment:

Schedule of Fees

### DISTRIBUTION

- Ben Berthiaume, Hooksett, bberthiaume@hooksett.org
- Gale Team (ACP, ALP, MCC, AEO)

\\Gale-NH\BT-DOC\841830\00 marketing and accounting\contracts\additional service proposals\841830 Contract Amendment 01 - Structural Augmentation\841830 CA 01 Narrative 2024 0229.docx



GALE ASSOCIATES, INC. 6 Bedford Farms Drive, Suite 101 Bedford, New Hampshire 03110 603-471-1887 **SCHEDULE OF FEES** 

**JANUARY 2024** 

Fees for services are based on the time worked on the project by staff personnel in accordance with the following schedule:

| Principal                                   | \$300/hr |
|---|----------|
| Senior Associate/Partner                    | \$280/hr |
| Associate                                   | \$265/hr |
| Chief Engineer/Director                     | \$250/hr |
| Sr. Project Manager/Sr. Structural Engineer | \$240/hr |
| Project Manager                             | \$220/hr |
| Sr. Engineer/Architect/Planner/Designer     | \$190/hr |
| Landscape Architect                         | \$190/hr |
| Project Engineer/Architect/Planner/Designer | \$175/hr |
| Drone Pilot                                 | \$165/hr |
| Sr. Staff Designer                          | \$155/hr |
| Staff Designer                              | \$145/hr |
| Sr. Technician/CAD Designer                 | \$135/hr |
| Technician/CAD Drafter                      | \$130/hr |
| Administrative Professional                 | \$130/hr |
| Clerk/Admin. Assistant/Intern               | \$110/hr |

Fees for expert testimony at pre-trial conference, deposition, hearing, trial, or any other legal proceeding, including preparation time for any such testimony, will be billed at 1.5 times the hourly rate.

Fees for expedited services authorized will be billed at 1.5 times the hourly rate.

Overtime will be charged for services for more than 8 hours per day, including travel, and all services on holidays, Saturdays, and Sundays. Overtime is charged at a rate of 1.5 times the regular hourly rate.

In the event onsite construction observation services are provided, the minimum charge for an onsite visit will be 4 hours

This Schedule of Fees will be utilized for a period of six months from the date of submission unless otherwise provided in the Agreement and is subject to revisions at sixmonth intervals unless otherwise stipulated in the Agreement.

### Reimbursable Expenses

Automobile expenses for personal or company vehicles will be charged at \$0.60 per mile, plus toll charges for travel from Gale's office to the project and return and for travel required in the conduct of work.

The following items of direct non-salary expenses shall be billed at Gale's cost plus 15%.

- Transportation and living expenses incurred for out-oftown projects.
- Laboratory and field equipment directly identifiable to the project and specifically noted in Gale's proposal.
- Purchase of specialized equipment and rental of equipment from outside vendors.
- Reproduction of specifications, drawings, reports and photographs beyond what is specifically included in Gale's proposal.
- 5. Computer services provided by outside vendors.
- Rental vehicles.
- 7. Contractor and sub-consultant services.
- Federal Express and Priority Mail costs when requested by the client.

### **Town Council**

### STAFF REPORT



To: Town Council

**Title:** Phase III Town Owned Properties **Meeting:** Town Council - 27 Mar 2024

**Department:** Administration

Staff Contact: Leann McLaughlin, Project Coordinator

### **BACKGROUND INFORMATION:**

The Town has progressed through two stages of selling properties. The final phase involves 10 properties requiring thorough title examinations, as town records show ownership but lack accompanying deeds. The precise cost for each title search is uncertain, potentially significant depending on the search duration. While town staff has conducted extensive research, the staff's expertise in this field is limited. Consequently, the Town's legal counsel recommended seeking assistance from NH Tax Deed & Property Auctions, which is currently aiding another town facing similar challenges.

NH Tax Deed & Property Auctions has agreed to conduct title research on the properties not yet suitable for sale. Costs and fees for this research will be deferred until after the auction. If a property sells for an amount surpassing what is owed to them and the Town, their fees will take priority. Moreover, NH Tax Deed & Property Auctions limits legal fees and costs to match the auction proceeds should a property sell for less than what is owed to NH Tax Deed & Property Auctions. This ensures that the Town doesn't incur expenses beyond auction revenues. Furthermore, NH Tax Deed & Property Auctions is prepared to assist in returning unsold Phase II auction properties to private ownership.

This does not take away from the current process in place to review the properties for sale. Administration will be back in front of you to review the parcels after Departments, Boards and Committees have reviewed the list.

### **RECOMMENDATION:**

Town Administration recommends moving forward with NH Tax Deed & Property Auction to complete the title examinations on the Phase III properties, assist with returning unsold Phase II properties to private ownership and conducting the Phase III auction. This would guarantee that the Town will not be utilizing funds from the budget to complete this goal.

### SUGGESTED MOTION:

Motion to allow the Town Administrator to enter in an agreement with NH Tax Deed & Property Auctions to complete title examinations on Phase III properties, assist with returning unsold Phase II properties to private ownership and conducting the Phase III auction.

### TOWN ADMINISTRATOR'S RECOMMENDATION:

I concur with the suggested motion.

### **ATTACHMENTS:**

Phase III Properties - Staff and Committee Review NHTDPA Services Contract - Bethlehem (2024) (1)

| Phase III                 | Town O     | wned Property |          | 2024        |                |
|---------------------------|------------|---------------|----------|-------------|----------------|
| <b>Property Location</b>  | <u>Мар</u> | <u>Lot</u>    | <u>A</u> | ssessment . | <u>Acreage</u> |
| 21 Merrimack Street       | 9          | 45            | \$       | 11,900.00   | 0.1            |
| 60 Chester Turnpike       | 15         | 57            | \$       | 130,400.00  | 3.2            |
| Chester Turnpike          | 15         | 92            | \$       | 114,700.00  | 1.54           |
| Chester Turnpike          | 15         | 96            | \$       | 59,500.00   | 0.2            |
| (Off) Depot Road          | 29         | 32            | \$       | 17,900.00   | 1.4            |
| <b>Bicentennial Drive</b> | 38         | 33            | \$       | 1,200.00    | 0.4            |
| 7 Beechwood Avenue        | 41         | 40            | \$       | 300.00      | 0.06           |
| 12 Beechwood Avenue       | 41         | 42            | \$       | 17,500.00   | 12             |
| Mammoth Road              | 42         | 20            | \$       | 11,900.00   | 0.13           |
| Mammoth Road              | 42         | 23            | \$       | 60,700.00   | 17             |



Richard D. Sager (Auctioneer License No. 6104) Weston R. Sager (Auctioneer License No. 6224)

Address: 5 Courthouse Square, P.O. Box 385,

Ossipee, NH 03864

*Telephone*: (603) 301-0185 *Web*: www.nhtaxdeedauctions.com

<u>rick@nhtaxdeedauctions.com;</u> weston@nhtaxdeedauctions.com

### **SERVICES AGREEMENT**

Email:

This Services Agreement (this "Agreement") is entered into on the date set forth below by and among the following parties:

**Town of Bethlehem, NH** 2155 Main Street

PO Box 189 Bethlehem, NH 03574 ("Client") Legal Eagle Auctions, LLC d/b/a NH Tax Deed & Property Auctions

> 5 Courthouse Square PO Box 385 Ossipee, NH 03864 ("Auctioneer")

Sager & Smith, PLLC

5 Courthouse Square PO Box 385 Ossipee, NH 03864 ("Attorney")

### I. Overview of Services.

- 1. Client agrees to retain Auctioneer to market certain real estate and property owned by Client (the "Properties") and to sell such Properties by live and/or online public absolute auction<sup>1</sup> at the time and location set forth below (the "Auction"). Client further agrees to retain Attorney for legal services related to the Properties and the Auction.
- Auctioneer agrees to market the Properties and to sell such Properties at the Auction on behalf of Client with the goal of maximizing the value of the Properties and returning the Properties to private ownership. Auctioneer further agrees to retain Attorney for legal services related to the Properties and the Auction.
- 3. Attorney agrees to provide legal services to Client and Auctioneer in connection with the Properties and the Auction.

### II. Property List.

A list of the Properties that may be sold at the Auction is attached to this Agreement as  $\underline{\underline{A}}$  (the "Property List"). One or more Properties may be added to or removed from the Property List in accordance with this Agreement.

<sup>&</sup>lt;sup>1</sup> Absolute auctions have no reserve and a property may sell for any amount.

### III. Auctioneer's Responsibilities.

#### Auctioneer shall:

- Collect information about the Properties to be sold at the Auction from Client staff (see Section V).
- 2. Advertise at no cost to Client the Properties to be sold at the Auction:
  - a. List each Property with title and location information on Auctioneer's website (<a href="https://nhtaxdeedauctions.com">nhtaxdeedauctions.com</a>).
  - b. Photograph each Property and post photos on Auctioneer's website.
  - c. List the Auction on additional auction websites.
  - d. Place auction advertisements in one or more newspapers with general circulation in the vicinity of Client.
  - e. Erect signage advertising the Auction on each of the Properties.
  - Send email to Auctioneer's proprietary list of past auction attendees and interested bidders.
  - g. Send letters and/or emails to each abutter of the Properties.
  - h. Compile and distribute an "auction flyer" with information about the Properties.
  - i. Conduct any other such advertising as Auctioneer reasonably believes will help generate interest in the Properties and the Auction.
- 3. Respond to telephone and email inquiries from interested parties.
- 4. Conduct the Auction at a date and time mutually agreed upon by Auctioneer and Client online and/or at a location within the Town of Bethlehem, NH mutually agreed upon by Auctioneer and Client (the "Auction Location"). Auctioneer shall be responsible for:
  - a. Registration and qualification of bidders, including absentee bidders.<sup>2</sup>
  - b. Conducting the Auction in accordance with New Hampshire law.
  - Executing memoranda of sale for successful bidders and, if available, the back-up bidders.
- 5. Consult Attorney regarding legal issues as needed.

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<sup>&</sup>lt;sup>2</sup> To qualify, a bidder must provide a \$1,000 deposit, which is applied to the successful bidder's purchase(s) or returned to bidder at conclusion of the Auction.

### IV. Attorney's Responsibilities.

- 1. Attorney shall conduct title research and other legal work on those Properties that are not yet suitable for sale at the Auction. Attorney shall bill for such legal work as follows:
  - a. <u>Rate</u>. Attorney shall bill at the rate of two-hundred fifty dollars (\$250) per hour, plus costs. Attorney shall bill its time separately for each Property that requires legal research or legal work.
  - b. <u>Deferral</u>. Attorney shall defer payment for its fees and costs until after the Auction as described in paragraphs IV.1.c-e below.
  - c. Reimbursements for Properties sold at the Auction.
    - i. If a Property sold at the Auction sells at or for more than what is owed to Client and Attorney, Attorney will be reimbursed for its costs and fees from the Auction proceeds as contemplated by RSA 80:88, I and RSA 80:90, I(d).
    - ii. Subject to paragraph IV.1.e below, if a Property sold at the Auction sells for less than what is owed to Client and Attorney, Attorney will be reimbursed first for its costs and fees in connection with such Property from Client's Auction proceeds.
  - d. <u>Reimbursements for Properties not sold at the Auction</u>. If Attorney discovers that one or more of the Properties is either
    - classified by Client as having an "unknown owner," but is determined by Attorney to have an owner that is known or knowable, and that owner pays such owed past due taxes and other fees;
    - ii. not owned by Client and needs to be reclassified on Client's tax roll; or
    - iii. otherwise unsuitable for sale at the Auction,

then each such Property will not be sold at the Auction. Subject to paragraph IV.1.e below, Attorney will be reimbursed first for its costs and fees in connection with each such Property from Client's Auction proceeds for such Property.

- e. <u>Fee cap.</u> For purposes of paragraphs IV.1.c.ii and IV.1.d above, Attorney shall cap its overall fees and costs to not exceed the total amount due to Client pursuant to RSA 80:88, I that is otherwise payable to Client from the proceeds of the sale of all of the Properties at Auction.
- f. <u>Client consent required</u>. If Attorney encounters a legal issue on a Property that requires filing a quiet title action or similar litigation, Attorney will first obtain written approval from Client before initiating such legal action.
- 2. Attorney shall conduct the following Auction-related legal services at no cost to Client:
  - a. Prepare deeds and related paperwork for closings.
  - b. Conduct closings, collect funds, and record deeds.

- c. Pay Client sale proceeds promptly as closings occur.<sup>3</sup>
- 3. Attorney shall provide legal services regarding excess proceeds as follows:
  - a. For every property sold that was taken by tax collector's deed, there is a possibility of excess proceeds. "Excess proceeds" means the amount generated at an auction sale which exceeds the sum of back taxes, interest, costs and penalty (see RSA 80:88 and RSA 80:90). Excess proceeds are not common to every auction sale.
  - b. If there are excess proceeds from a sale of a Property, and the Property is not subject to any valid pre-tax deed liens and the former owner(s) is/are easily identified and cooperative, Attorney shall, at no expense to Client, take all required actions to distribute the excess proceeds to the former owner(s).
  - c. If Attorney is required to file a "bill of interpleader" with the superior court (e.g., when the former owner's property is subject to valid pre-tax deed liens or when a former owner cannot be located), Attorney's costs and fees shall be paid solely from the amount of the excess proceeds in accord with RSA 80:88 at the rate of two-hundred fifty dollars (\$250) per hour, plus costs.
  - d. If Attorney is required to file a bill of interpleader with the superior court, and there are insufficient excess proceeds to reimburse Attorney for its fees and court related costs, Client shall reimburse Attorney for the unreimbursed portion of such fees and costs. In no event shall the amount reimbursed to Attorney by Client exceed one thousand five hundred dollars (\$1,500) plus court-related costs for each such bill of interpleader action.
- 4. Attorney may conduct other legal services for Client with Client's written consent. For such legal work, Attorney shall charge two-hundred fifty dollars (\$250) per hour, plus costs. Prior to undertaking any hourly legal work at Client's expense, Attorney shall obtain written authorization of Client. Such hourly legal work may include, by way of example, filing for specific performance against a defaulting successful bidder pursuant to Section VIII of this Agreement or eviction of a holdover tenant in a Property scheduled for the Auction.
- Nothing herein precludes Client from engaging Client's regular legal counsel or other legal counsel to advise Client regarding this Agreement, the Properties, the Auction, or any other matter.

### V. Client's Responsibilities.

Client shall:

1. Certify to Auctioneer that Client is authorized by valid annual or special meeting to sell the Properties by public auction.

<sup>&</sup>lt;sup>3</sup> Closings typically occur within 45 days of the Auction.

- 2. Identify the Properties in the Property List. Client may add Properties to the Property List prior to the Auction with Auctioneer's consent. Auctioneer may refuse to add additional Properties to the Auction if it believes there is insufficient time to adequately advertise the Properties or would otherwise adversely impact the Auction.
- 3. Send as necessary a certified mail notice to each former owner and mortgage holder whose property has been held by Client for less than 3 years, providing each former owner and mortgage holder an opportunity to redeem the property in compliance with RSA 80:89 (the "90-Day Letter").
- 4. Provide supporting documents for all Properties to be sold at Auction:
  - a. Tax assessment card(s).
  - b. Proof of mailing the notice of tax deeding to former owner(s), mortgage holders, and other required parties.
  - c. Proof of mailing and copies of all 90-Day Letters.
  - d. List, by property, each abutter's name, mailing address, and tax map/lot number.
  - e. Tax collector's deed to Client.
  - f. Deed to former owner (if available).
  - g. Calculation of amount of "back taxes, interest, costs and penalty" owed on each Property as of the date of the tax deed to Client, in accord with RSA 80:90, plus an interest amount through the Auction date, and a per diem interest amount.
  - h. Any other documentation reasonably required by Auctioneer and Attorney.
- 5. Allow potential bidders to walk the Properties to be sold at Auction "at their own risk," provided that potential bidders are forbidden from entering any structures on the Properties. Client may, at its sole discretion, schedule and oversee a preview for potential bidders to examine the interiors of one or more structures on the Properties to be sold at Auction.
- 6. Assist in advertising the Auction by posting a link to the Auction web page on Client's website (if any) and by allowing Auctioneer to display one or more Auction advertisements in Client's building(s).
- 7. Assist in reestablishing Auction signage if it falls due to weather, human interference, or other causes.
- 8. For a live Auction, provide the Auction Location and assure that the Auction Location is accessible to Auctioneer and staff at least one and one-half hours before and at least one hour after the Auction start time. Client shall equip the Auction Location with tables and seating for up to 10 staff members and seating for no fewer than 100 attendees.

- Designate a contact person (such as a town administrator or city clerk) that Auctioneer and Attorney may contact to answer questions, provide documents, and assist in coordinating the Auction.
- 10. Execute a power of attorney to be recorded in the registry of deeds by Attorney and that authorizes Attorney to sign deeds and related auction paperwork on Client's behalf.
- 11. Provide documents as may be reasonably required by Attorney and otherwise cooperate with Attorney in connection with Attorney's services under this Agreement.

### VI. Compensation of Auctioneer.

- 1. Subject to Section VI.3 below, Auctioneer shall not charge Client for its services.
- 2. Auctioneer shall charge a buyer's premium of **ten percent** (10%) of the successful bid amount<sup>4</sup> payable by the successful bidder for each auctioned Property. Auctioneer may adjust the buyer's premium if Client adds or removes one or more Properties prior to the Auction.
- 3. Client shall compensate Auctioneer in the following limited circumstances:
  - a. [Deleted.]
  - b. <u>Unauthorized Termination of Contract</u>. If, without just cause, Client cancels the Auction or terminates the services of Auctioneer, Client shall pay Auctioneer a pre-auction penalty of **three percent** (3%) of the unequalized assessment of all Properties contained in the Property List.
  - c. <u>Discretionary Waiver</u>. Auctioneer may waive the fees in this Section VI.3 at its sole discretion.

### VII. Absentee Bidders.

Auctioneer and its staff may represent absentee bidders at the Auction. Auctioneer shall announce, prior to bidding on a Property, that an absentee bidder will be bidding by proxy on the Property. Prior to accepting a bid from an absentee bidder, Auctioneer shall obtain a deposit of ten percent (10%) of the absentee bidder's highest bid prior to the Auction.

### VIII. Default by Successful Bidder.

If a successful bidder fails to complete the sale by providing the required funds at closing:

1. Auctioneer, at its discretion, may keep the deposit collected from the successful bidder as liquidated damages, in which instance the Property shall remain in the name of Client. In the event Auctioneer decides to keep the deposit as liquidated damages pursuant to this

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<sup>&</sup>lt;sup>4</sup> This is also known as the "high bid."

subsection, and the deposit exceeds ten percent (10%) of the of the successful bid amount, Auctioneer shall remit the excess to Client; or

With the written approval of both Client and Attorney, Attorney shall seek specific
performance of the sale of the Property. Nothing herein precludes Client from engaging
Client's regular legal counsel or other legal counsel to seek specific performance on Client's
behalf.

### IX. Consent to Mutual Representation.

Attorney is representing Auctioneer and Client in connection with the Properties and the Auction. Auctioneer and Client acknowledge and understand such mutual representation, as well as the extent and consequences thereof, and fully and freely authorize Attorney to conduct such mutual representation without reservation.

### X. Miscellaneous.

- 1. This Agreement is to be governed by and construed in accordance with the laws of New Hampshire.
- 2. This Agreement may only be amended with the approval of all parties in writing.
- 3. This Agreement states the full agreement between the parties and supersedes all prior negotiations and agreements.
- 4. The descriptive headings in this Agreement are not intended to be part of or to affect the meaning or interpretation of this Agreement.
- 5. This Agreement may be executed in one or more counterparts, each of which is an original, and all of which constitute only one agreement between the parties.

Signature Pages Follow

The parties hereto have executed and delivered this Agreement as of the date hereof.

### **AUCTIONEER**

Legal Eagle Auctions, LLC d/b/a NH Tax Deed & Property Auctions

By:

Richard D. Sager, Co-Owner

Date: February 21, 2024

**ATTORNEY** 

Sager & Smith, PLLC

By:

Richard D. Sager, Esq.

Date: February 21, 2024

| Accepted this 23 day of February | by the Town of Bethlehem, NH:  |
|----------------------------------|--|
|                                  | CLIENT   |
|                                  | Town of Bethlehem, NH  |
|                                  | By its selectboard:  |
|                                  | Veronica Morris, Chair   |
|                                  | Michael Bruno Michael Bruno (Feb 23, 2024 10:00 EST)  Mike Bruno, Vice Chair |
|                                  | Nancy Strand Nancy Strand (Feb 23, 2024 09:28 EST)                           |
|                                  | Nancy Strand, Selectperson   |
|                                  |  |
|                                  | April Hibberd, Selectperson  |
|                                  | Bruce Caplain (Feb 23, 2024 12:24 EST)  Private Caplain Salastraryon         |
|                                  | Bruce Caplain, Selectperson  |

### Schedule A – Property List

| No. | TAX MAP/LOT NUMBER | STREET ADDRESS       |
|-----|--------------------|----------------------|
| 1.  | 201-31             | Rocks Edge Road      |
| 2.  | 201-32             | Rocks Edge Road      |
| 3.  | 203-30             | Pine Street          |
| 4.  | 203-75             | Evergreen Lane       |
| 5.  | 205-48             | Doris Street         |
| 6.  | 209-79             | River Road           |
| 7.  | 209-80             | River Road           |
| 8.  | 401-24             | Old Franconia Road   |
| 9.  | 415-125            | Beaver Pond Road     |
| 10. | 415-126            | Beaver Pond Road     |
| 11. | 417-6              | Whitefield Town Line |
| 12. | 419-50             | Main Street          |
| 13. | 419-51             | Main Street          |
| 14. | 207-20             | Other End Lane       |
| 15. | 403-20             | Caswell Heights      |
| 16. | 413-41             | Mt View Lane         |

# Town of Hooksett Town Council Meeting Minutes Wednesday, March 13, 2024

The Hooksett Town Council met on Wednesday, March 13, 2024, at 6:00 pm in the Hooksett Municipal Building.

### **CALL TO ORDER**

Chair Tsantoulis called the meeting of March 13, 2024, to order at (6:00) pm.

### **PROOF OF POSTING**

Town Administrator, Andre Garron, provided proof of posting.

### 11 ROLL CALL

**In Attendance:** Councilor James Sullivan, Councilor John Durand (arrived at 6:30), Councilor Randall Lapierre, Councilor Roger Duhaime, Councilor David Boutin, Councilor Timothy Tsantoulis, Councilor Jodi Pinard, and Councilor Alex Walczyk

Absent: Councilor Keith Judge

### PLEDGE OF ALLEGIANCE

### AGENDA OVERVIEW

### **PUBLIC HEARINGS**

6.1 Public Hearing to enter into a PILOT Agreement with Central Rivers Hydro Power as allowed under RSA 72:74 (see 9.1)

M. Serge- we are here today to discuss entering into a PILOT agreement with Central Rivers Hydro Power. CRP LLC operates a hydroelectric generating facility with a 1.6 Mega Watt capacity on the property. This would be advantageous for the Town of Hooksett as it would eliminate the yearly abatement requests from the taxpayer. This would be a 5-year agreement. We had an abatement case with Central River years ago and this agreement is dovetailing off that abatement.

Brian Fogg- I was involved in the 2020 tax abatement settlement for the Central River property. The problem with Eversource was they never gave any information on the facilities. They would never give detailed operational information. The valuation back then at 3 million. During the appeal process it came out that they were under an order to build a fish ladder and a draft tube that needed repairs. We had a facility that was worth 3 million that needed 2.6 million in capital repairs. These capital repairs are non-revenue generating repairs. So, after taking into consideration of that we settled at \$1.7 million. After the agreement expired, I looked at the fair market value in 2023 and reducing the incomplete fish ladder, they got a break the first time that was negotiated in and not fair for them to get another break, so we then discussed them doing a PILOT agreement. They were receptive to the idea and understood that it wasn't fair for the Town to be penalized. We settled on the implied value of 2.4 million for use of the PILOT. I think you have the best result of a PILOT agreement that I have been involved in. They agreed to the \$60,000 PILOT agreement and that's what we bring forward to you.

B. Sullivan- the fish ladder is still not complete. It looks like this agreement will give us more tax dollars.

TC MINUTES 3-13-2024

| 48<br>49<br>50<br>51                   | M. Serge- the reason these are advantageous to the town is because you lock in a certain price that you are going to lock in at a certain price. If not then they can apply for an abatement, then you'd be paying legal fees to address the abatement issues.   |
|--|--|
| 52<br>53                               | D. Boutin- what happens after the 5-year period?   |
| 54<br>55<br>56                         | M. Serge- we can re-approve if we want to or go back to taxation. Given what they are doing here I think it would be likely they will be coming forward for a renewal.   |
| 57<br>58                               | D. Boutin- what happens if they sell, will this stay with the property or go away?   |
| 59<br>60                               | M. Serge- there is language that says it follows to the transferees.   |
| 61<br>62                               | R. Duhaime- when you do this evaluation do you know what the plant is producing for electricity?   |
| 63<br>64                               | B. Fogg- yes, we do it is part of the valuation process.   |
| 65<br>66                               | R. Lapierre- is it unreasonable for a deal like this to include an escalator?  |
| 67<br>68                               | B. Fogg- it is not unusual.  |
| 69<br>70<br>71                         | J. Duhamel- I've delt with PILOTS but not on a utility one. This is a no brainer this is a good deal for Hooksett.   |
| 72<br>73                               | A. Walczyk- what can we expect the value of the property to be at the end.   |
| 74<br>75<br>76                         | B. Fogg- what I know about hydro electric is that you are not going to see a huge gain in value. Inflation might control it a little, but you won't see a big gain in value.   |
| 77<br>78                               | T. Tsantoulis closed the PH at 6:31.   |
| 79<br>80                               | SPECIAL RECOGNITION  |
| 81<br>82                               | 7.1 Hooksett Municipal Employee - New Hire   |
| 83<br>84                               | A. Garron – we have 1 new hire in the PD and 2 employees departing from Hooksett.  |
| 85<br>86                               | PUBLIC INPUT   |
| 87<br>88<br>89<br>90<br>91<br>92<br>93 | Kathy McLean 64B Dale Road- I'm here to discuss how great the library is. We don't have a senior center in Hooksett. The library helps provide some of the services to the seniors. I believe it is also a warming center. In the last 3 weeks the library has had to close due to loss of power. It is dangerous to have an emergency center that doesn't have a generator. When it is shut down a lot of families are affected by it. I know that by the end of January there were ARPA funds that have yet to be expended, and I think this would be a worthy project for the funds. It would benefit everyone. |
| 94<br>95                               | D. Boutin motioned to instruct the TA to look into the cost of a generator at the library; seconded by R. Lapierre.  |

3-13-2024

96

Vote in favor 7-1

TC MINUTES

2

|                | TC MINUTES                      | 3-13-2024  | 3  |
|----------------|---------------------------------|--|----|
| 44<br>45       | B. Berthiaume- Farm             | ner Road was projected to be about \$300,000 so we are cutting that from the plan  | n. |
| 42<br>43<br>44 | J. Pinard- what was             | on your road list were you going to do that you are cutting?   |    |
| 40<br>41       | B. Berthiaume- any crefinished. | cuts affect the dept. and reduces what spending we do and what roads can get   |    |
| 38<br>39       |                                 | g \$300k from your budget, how is that going to impact your dept.  |    |
| 36<br>37       |                                 | money on postage I can have my packet picked up.   |    |
| 34<br>35       | and Employee appre              |  |    |
| 32<br>33       | A. Walczyk- I think if          | you are going to give that money back then it should be restored to the voluntee   | r  |
| 29<br>30<br>31 |                                 | rical Society has received a nice endowment that is gaining interest, and we can   |    |
| 26<br>27<br>28 |                                 | igh the slides of his 24/25 budget reduction presentation. He discussed each reduction in those budgets to accommodate the default budget.   |    |
| 24<br>25       |                                 | trator Recommendations to comply with the reduced Operating Budget 3,657,820 as voted on at the Deliberative Session held on 2/3/2024.       |    |
| 22<br>23       | NEW BUSINESS                    |  |    |
| 20<br>21       | Vote in favor 6-0-2             |  |    |
| 19             | T. Tsantoulis Aye               |  |    |
| 18             | J. Sullivan Aye                 |  |    |
| 17             | K. Judge NP                     |  |    |
| 16             | D. Boutin Aye                   |  |    |
| 15             | A. Walczyk Aye                  |  |    |
| 14             | R. Lapierre Aye                 |  |    |
| 13             | J. Pinard Aye                   |  |    |
| 12             | J Durand Abstaine               | ed- just walked in   |    |
| 11             |                                 | ined- brother neighbor   |    |
| 10             | Roll Call Vote #2               |  |    |
| 09             | <b>,</b>                        |  |    |
| 08             | Walczyk.                        | , seconded by 12.14. And additioned IA danton to sign, seconded by A.  |    |
| 06<br>07       |                                 | I to Enter into a PILOT agreement with Central Rivers Hydro Power as<br>; seconded by 72:74. And authorize TA Garron to sign; seconded by A. |    |
| 04<br>05       |                                 | ntral Rivers Hydro Power as allowed under RSA 72:74 (see 6.1)  |    |
| 02<br>03       |                                 | yn Attorney and Brian Fogg, Utility Consultant - To enter into a PILOT   |    |
| 01             | SCHEDULED APPO                  | DINTMENTS  |    |
| 99<br>00       | uns before coming to            | the ARPA subcommittee.   |    |
| 98<br>00       |                                 | ext meeting if we are all amendable there is nothing stopping us from approving  |    |
| 97             |                                 |  |    |

J. Pinard- the cemetery commission only has a budget less than \$2,000; I don't believe it is appropriate to cut the cemetery budget.

Members of the council thanked TA Garron and Dept heads for their work on budget reductions.

14.2 Motion to approve the purchase of a new tanker from Alexis Fire Apparatus in the amount of \$786,300.00 using the HGAC purchasing consortium, plus \$1,000 using insurance proceeds and to approve the Town Administrator or his designee to sign the purchasing contract/agreement(s).

J. Sullivan motioned to approve the purchase of a new tanker from Alexis Fire Apparatus in the amount of \$786,300.00 using the HGAC purchasing consortium, using insurance proceeds and to approve the Town Administrator or his designee to sign the purchasing contract/agreement(s).; seconded by D. Boutin.

### Roll Call Vote #3

- **D. Boutin Aye**
- 164 J. Pinard Aye
- 165 A. Walczyk Aye
- 166 J. Durand Aye
- 167 R. Duhaime Aye
- 168 J. Sullivan Aye
- 169 R. Lapierre Aye
- 170 K. Judge NP
- 171 T. Tsantoulis Aye
  - Vote in favor 8-0

R. Lapierre- the amount that we motioned does that count the \$1,000 deductible?

 S. Colburn- Tanker 1 was involved in an accident on November 22, 2023 on Hackett Hill Rd where a pickup truck ran the stop sign at the side toll entrance. Using dash cam footage, it was determined the driver of the pickup truck was at fault. Tanker 1 sustained significant damage to the chassis. After review by the Primex adjuster, the plan was to remount the pump, body and tank on a new chassis. After obtaining an estimate, Primex had a second and more specialized adjuster review the truck and after that review Primex has decided to total the vehicle. Hooksett Fire has been working with Lakes Region Fire Apparatus (who sold the current tanker to Hooksett) to build a replacement tanker from Alexis Fire Apparatus. The specifications are the same as our current tanker with a few safety upgrades and a few minor changes to make operations more efficient. The new truck will have a single galvanized frame rail and stainless steel body to limit corrosion issues experienced with past apparatus. The life expectancy of the new vehicle will be 25-30 years. The expected build time for the truck is 24-28 months due to chassis delivery times. Alexis Fire Apparatus will start body production early and have the body ready to be mounted on the chassis once the chassis arrives from International. This should save us approx. 2-3 months' time.

A. Walczyk- I know paint was mentioned. I know when we get a new truck it needs to outfitted, is that included?

S. Colburn- all those costs are included in these costs.

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| 196<br>197 | D. Boutin- will anyone be going                | g down to observe what they are doing?                                   |     |
|------------|--|--|-----|
| 198<br>199 | S. Colburn- yes, when it come                  | s to final inspection a few of us will.                                  |     |
| 200        | APPROVAL OF MINUTES                            |  |     |
| 201<br>202 | D. Boutin motioned to appro                    | ove the Town Council public minutes of February 28, 2024, second         | led |
| 203        | by J. Pinard.                                  | , ., . ,   |     |
| 204        | Vote in favor 7-0-1                            |  |     |
| 205        |  |  |     |
| 206        | TOWN ADMINISTRATOR'S F                         | REPORT   |     |
| 207        | <ul> <li>Martins Ferry Pedestria</li> </ul>    | an Bridge- Salvage or Dispose  |     |
| 208        |  | Main Street Intersection Design Alternatives Meeting- Thursday, March    | h   |
| 209        | •  | in the Cawley Middle School Cafeteria.                                   |     |
| 210        | <u>-</u>                                       | lors who got re-elected. Unfortunately, the increase in stipends did not |     |
| 211        | pass.  |  |     |
| 212        |  | Program Committee-Council Rep.   |     |
| 213        |  | evenue Administration- Letter regarding Hooksett's 2023 Revaluation      |     |
| 214        | ARPA Obligation Dead                           |  |     |
| 215        | <ul> <li>Granite Wood Phasing</li> </ul>       | Plan   |     |
| 216<br>217 | Upcoming Meetings:                             |  |     |
| 218        | Library Trustee Mtg- March                     | 18th @ 5:30 pm -I ihrary   |     |
| 219        | Planning Board Mtg- March 1                    |  |     |
| 220        |  | isory Committee- March 20th @ 5:00- Town Hall TOWN OF HOOKSET            | гт  |
| 221        |  | MEMORANDUM TELEPHONE (603) 485-2017 WEBSITE                              | •   |
| 222        | www.hooksett.org FAX (603) 7                   |  |     |
| 223        |  | Alternatives Workshop- March 21st @ 6:00 pm - Cawley Middle School       |     |
| 224        | Cafeteria -89 Whitehall Road                   |  |     |
| 225        |  | tg- March 26th @ 6:00 pm- Town Hall                                      |     |
| 226        | <ul> <li>Town Council Meeting- Marc</li> </ul> | h 27th @ 6:00 pm- Town Hall  |     |
| 227        |  |  |     |
| 228        | TOWN COUNCIL FUTURE A                          | GENDA ITEMS  |     |
| 229        | INCORMATIONAL ITEMS AND                        | ID CORRESPONDENCE  |     |
| 230        | INFORMATIONAL ITEMS AN                         | D CORRESPONDENCE   |     |
| 231<br>232 | SUB COMMITTEE BEDORTS                          |  |     |
| 233        | SUB-COMMITTEE REPORTS                          | •  |     |
| 234        | R. Duhaime- thank all the volu                 | inteers vesterday at voting  |     |
| 235        | N. Dunanne- mank an me volu                    | nicers yesterday at voting.  |     |
| 236        | A Walczyk- April 20th is beaut                 | ify Hooksett Day. May is a river walk.                                   |     |
| 237        | 7. Walozyk 7.pm 20 lo boada                    | Ty Floorcook Bay. May to a fiver water.                                  |     |
| 238        | ADJOURNMENT                                    |  |     |
| 239        |  |  |     |
| 240        | D. Boutin motioned to adjou                    | ırn the meeting at 7:57pm; seconded by J. Pinard.                        |     |
| 241        | Vote in favor 8-0                              | •  |     |
| 242        |  |  |     |
| 243        | Respectfully submitted,                        |  |     |
| 244        | Alicia Jipson                                  |  |     |
|            | TC MINUTES                                     | 3-13-2024  | 5   |
|            | I O IVIIINO I LO                               | U-1U-ZUZ <del>1</del>  | J   |

### Agenda Item #15.1.

245 Alicia Jipson246 Recording Clerk