

As of 11/22/11

TOWN COUNCIL AGENDA
Regular Meeting
Wednesday, November 30, 2011

- I. 6:30 PM - CALL TO ORDER**
- II. ROLL CALL**
- III. PLEDGE OF ALLEGIANCE**
- IV. APPROVAL OF MINUTES**
- V. AGENDA OVERVIEW**
- VI. PRESENTATION**
Councilor Nancy VanScoy
- VII. CONSENT AGENDA**
11-119 Market Basket Surety Release
- VIII. PUBLIC INPUT: 15 Minutes**
- IX. NOMINATIONS AND APPOINTMENTS**
 - Nomination
District 2 Councilor – Frank Kotowski & John Danforth
Parks & Recreation Advisory Board – Dustin J. Raiche
 - Appointment
Economic Development Committee – Jesse Marchand
 - Available Positions
Heritage Commission – (2) Alternate Members (Exp. 6/2012 & 6/2014)
Planning Board – Full Member (Exp. 6/2012)
- X. SCHEDULED APPOINTMENTS**
 - 1. Heritage Commission, Kathie Northrup re: Update
 - 2. Conservation Commission, re: Approval of Quimby Mountain Conservation Easement Deed for Bear Paw Regional Greenways
 - 3. Community Development Department re: CRDC (Capital Regional Development Council) & SNHPC (Southern New Hampshire Planning Commission) Contracts
 - 4. David Pearl, re: Complaint
- XI. 15 MINUTE BREAK**
- XII. OLD BUSINESS**
11-111 Code Enforcement Officer/Building Inspector
- XIII. NEW BUSINESS**
11-120 Council Rules – Agenda Format
11-121 School Plowing
- XIV. TOWN ADMINISTRATOR’S REPORT**
- XV. SUB-COMMITTEE REPORTS**

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

As of 11/22/11

XVI. PUBLIC INPUT

XVII. NON-PUBLIC SESSION

RSA 91-A:3, II (d) *“Consideration of the acquisition, sale, or lease of real or personal property, which if discussed in public, would likely benefit a party or parties whose interests are adverse to those of the general community.”*

RSA 91-A:3, II (e) *“Consideration or negotiation of pending claims or litigation which has been threatened in writing or filed against the public body or any subdivision thereof, or against any member thereof because of his or her membership in such public body, until the claim or litigation has been fully adjudicated or otherwise settled. Any application filed for tax abatement, pursuant to law, with any body or board shall not constitute a threatened or filed litigation against any public body for the purposes of this subparagraph.”*

XVIII. ADJOURNMENT

PERMITS NO. 11.119
DATE: 11.30.11

Staff Report
Market Basket Project
SITE SURETY RELEASE
November 30, 2011

Background

Market Basket
30 Market Dr., Map 37, Lots 2-3, 3, 4, & 5
Site Plan #09-15

Issue

Site plan improvements surety estimate (Stantec 4/13/10 letter) was collected as a Letter of Credit in the amount of \$1,443,943.73 (LOC 6/30/10). The site improvements were completed on September 15, 2011 (Stantec 09/15/11 & 11/10/11 letters & Certificate of Occupancy 09/15/11). The \$1,443,943.73 LOC should be released.

Fiscal Impact

None.

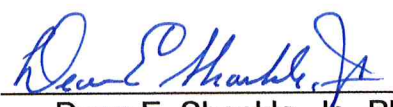
Recommendation

Recommend that the Town Council motion to release the Market Basket site plan improvements Letter of Credit in the amount of \$1,443,943.73.

Prepared by:

Donna Fitzpatrick, Planning Coordinator

Town Administrator Recommendation: Concur with recommendation.



Dean E. Shankle, Jr., Ph.D.
Town Administrator

Evelyn Horn

From: Dean Shankle
Sent: Thursday, November 10, 2011 3:22 PM
To: Evelyn Horn
Subject: FW: Complaint 3
Attachments: Complaint 1a.doc; Complaint 2a.doc

For The next agenda.

Dean

Dean E. Shankle, Jr., Ph.D.
Hooksett Town Administrator

From: pearlsboat@gmail.com [mailto:pearlsboat@gmail.com] **On Behalf Of** David Pearl
Sent: Thursday, November 10, 2011 3:10 PM
To: Dean Shankle
Subject: Complaint 3

Town Administrator Shankle,

11-10-11

Please consider this my formal complaint to the Hooksett Town council. After bringing two complaints forward to the Town Council's attention (please see attached) I was told by the Council during the 11-9-11 meeting, that while the complaints were being discussed, I would have a chance to speak to my complaints.

However at 33 minutes into the deliberation, a motion was made by Mr, Lesvesque to "Continue to support Mr. Sirak as Chair" -- and so the discussion turned to that motion instead of continuing to examine the facts of my complaint. The acting Chair even reminded the Council, at least once, that the discussion was now and should be only about that motion. In fact, when I was asked to speak before the Council, the issues on the table were not about my complaint, but rather it was for me to add any further information regarding Councilor Lesvesque's motion . The Council also asked Mr. Sirak to speak to the motion of the Council supporting him as Chair.

Furthermore, the motion did not speak to my specific factual complaints. The Council then passed the motion on a 6-2 vote, which was "to continue supporting the Chair."

However after that, the Council never did return to the discussion of my specific complaints over the facts.

According to the Town Administrator, when I asked him to forward me the findings of the council regarding my complaint, Administrator Shankle stated to me, "*there were no technical findings.*"

I would argue that passing a motion to continue to support Mr. Sirak as chair, does not come close to answering my complaints. I asked for a determination of removal of the Chairman, not to have a motion to support the Chairman.

I am asking the Council to straight-forwardly answer my complaints, as to the merits of the facts presented to you within them. I am resubmitting my complaints in a hope that the Council will be able to directly answer my complaints at the next meeting, in a non-prejudicial manner – What are your determinate findings to my factual complaints, not whether you feel that the Chairman is a good guy and should stick around.

**Thank You
David Pearl**

Please consider this as my second formal complaint regarding the recent and ongoing official actions of Hooksett Town Council Chairman William Sirak. In my opinion, and based on the factual, documented observations of the public behavior of Mr. Sirak, the Chairman has acted inappropriately for his appointed position as Chairman, and for such behavior should be removed from his Chairmanship. It is my complaint's intent to initiate an effectual discussion and final decision by the Council, based on the facts presented below:

1. At the 10-12-11 Town Council meeting, Mr. Sirak used his position as Chairman to attempt to stifle my allowable public input remarks, contrary to Council Rules, which were critical of his proven actions. Only when I respectfully requested that the question be motioned for to a Council a vote, was I unanimously allowed to speak, even approved by the Chairman's vote to subsequently allow it. His actions against me were arbitrary, prejudicial and malicious, in my perspective.

2. At the 10-26-11 meeting, Mr. Sirak entered into the record a document that referred to me as behaving in a "hostile and aggressive" manner. Although these words were struck-through, it is clearly legible within his submitted letter to the Council. I take great exception to his characterization of my comments, that they are false in nature, and are contrary to the acceptable Council code of ethics standards.

3. At the 10-26-11 meeting, Chairman Sirak stated that *"I did not feel it appropriate to share my source of information with Mr. Pearl."* What he did not address in his comment, is that rather than saying nothing, he instead made a false statement to me and went on to repeatedly defend it. This is far different from, and lacking in referencing an explanation of "not sharing your source". This was further confirmed by an email message that he sent to me and to the Council later that same day.

4. At the 10-26-11 meeting, Chairman Sirak made a self-conflicting and self-indicting statement, worthy of your consideration. *"So I denied that I got it from the Chief, initially. Perhaps, I shouldn't have done that. If I had to do it all over again out of respect to him and his situation, I would do that."*

This explanation demonstrates to me that it was not a lapse of judgment, but was something that Chairman Sirak is willing to defend, regardless of its potentially detrimental impact to the town.

5. At the 10-26-11 meeting, Chairman Sirak made the statement *"I did not disclose it came from the Chief, out of respect for his confidentiality. I did not want to place him in further harm's way."* As Town Council Chairman, Mr. Sirak is inferring that another town board, the Police Commission, put the Chief in harm's way with their actions, with no factual basis of knowledge on his part to make that comment in the name of the town and against the Police Commission.

I feel that these facts clearly and definitely indicate Mr. Sirak's deficiencies in acting a Council Chairman, and that the Town Council must conduct a vote to consider removing Mr. William Sirak as the Council's Chairman.

Thank you for your time and consideration of my complaints.

Please consider this as my second formal complaint regarding the recent and ongoing official actions of Hooksett Town Council Chairman William Sirak. In my opinion, and based on the factual, documented observations of the public behavior of Mr. Sirak, the Chairman has acted inappropriately for his appointed position as Chairman, and for such behavior should be removed from his Chairmanship. It is my complaint's intent to initiate an effectual discussion and final decision by the Council, based on the facts presented below:

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I feel that these facts clearly and definitely indicate Mr. Sirak's deficiencies in acting a Council Chairman, and that the Town Council must conduct a vote to consider removing Mr. William Sirak as the Council's Chairman.

Thank you for your time and consideration of my complaints.

Sincerely Submitted
David Pearl
79 Main St.
Hooksett, NH 03106

Staff Report
Code Enforcement Officer/ Building Inspector
November 30, 2011

Background: The Building Department is a separate two-person department. We are presently without a Code-Enforcement Officer, who is the supervisor with of this Department

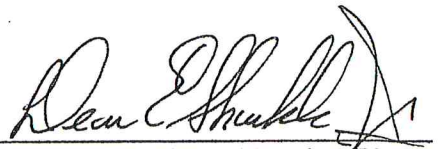
Issue: Whether to eliminate the Building Department and make it a Division of the Public Works Department

Discussion: Building and Code Enforcement are handled a number of different ways in communities. In some they are a separate department, in some they are part of Community Development, in some they are part of the Fire Department and in some they are part of Public Works.

I am a firm believer in the concept of "if it ain't broke, don't fix it." However, since I have been here I have learned the following:

- The former CEO told me, in his exit interview, that he felt that he did not have enough time to get to everything he needed to do.
- Several citizens' complaints have come in regarding code enforcement issues that were not addressed in a timely fashion.
- The Planning Board is working on updating their Development Regulations to bring more oversight in-house and give it to the DPW Director.
- The Public Works Director has gotten more involved with building and code enforcement issues as it relates to the public right of ways.

Recommendation: My recommendation is to move the Building Department into the Public Works Department as the Division of Building and Code Enforcement. This will allow the CEO to focus on the technical aspects of the job and not be tied down in administrative tasks (personnel, budget issues, coordination with other departments, etc.). Although I don't expect it to save any money I think it will increase efficiency and improve services.


Dean E. Shankle, Jr. Ph.D.
Town Administrator

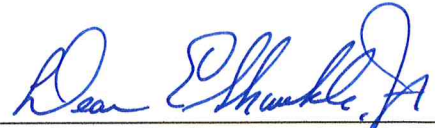
AGENDA NO. 11.120
DATE: 11.30.11

Staff Report
Council Rules: Agenda Format
November 30, 2011

Background: The Council Rules set out a specific Order of Business for the meeting agenda.

Issue: There is some thought that it might be a good idea to move the Town Administrator's Report to earlier in the meeting.

Recommendation: I think it is an idea worth discussing. There have been times when, due to the lateness of the hour, issues that I would have liked to have brought up were put off. I would recommend either moving it up or committing to taking whatever time is necessary.



Dean E. Shankle, Jr., Ph.D.
Town Administrator

AGENDA NO. 11.121
DATE: 11.30.11

Staff Report
School Plowing
November 30, 2011

Background: Last year a decision was made to charge the School Administrative Unit for the labor and benefits associated with plowing parking lots, mowing grass and field maintenance on School owned properties.

Issue: Whether or not to once again ask the SAU to pay the Town for these services.

Discussion: Although this allows the Town to put the amount charged as revenue, so it appears that our budget is less, in reality it seems to me that this is just an extra administrative task that has virtually no impact on the costs to the combined budgets and therefore makes no real difference to the taxpayer.

Recommendation: It is my recommendation that we do not enter into this agreement again, but take care of these things as we have historically done. I did not intend to include this in my recommended budget and it is the desire of the School Board to know if the Council is going to agree with this recommendation.


Dean E. Shankle, Jr., Ph.D.
Town Administrator

AGREEMENT

AGREEMENT by and between the Town of Hooksett, a New Hampshire municipal corporation, with a principal address of 35 Main Street, Hooksett, New Hampshire 03106 ("Town"), and the Hooksett School District, a New Hampshire municipal corporation, with a principal address of 90 Farmer Road, Hooksett, New Hampshire 03106 ("HSD").

WHEREAS the Town has personnel who are qualified and knowledgeable in performing plowing of school parking lots, mowing of grass and field maintenance; and

WHEREAS the Town has provided these services in the past to the HSD; and

WHEREAS the Town and the HSD shall work collaboratively to provide these services; and

WHEREAS the Town shall be compensated for labor and benefits but shall provide the materials and equipment at no cost;

NOW THEREFORE, for and in exchange of the mutual promises set forth herein, and other good and valuable consideration, the Town and the HSD agree as follows:

1. **SERVICES PROVIDED.** The Town shall provide the following services:
 - a. Parks and Recreation Services
 - (1) Mowing two (2) schools (David R. Cawley Middle School and Memorial School).
 - (2) Mow Underhill banks once per year.
 - (3) Overseed once per year.
 - (4) Aerating fields twice per year.
 - (5) Fertilizing four times per year.
 - (6) Painting field lines at Cawley Middle School.
 - (a) Foul line for baseball and softball.
 - (b) Paint two (2) soccer fields.
 - b. Highway Services
 - (1) Plowing for three (3) schools and the SAU office.
 - (2) Sweeping schools (one day per school).
 - (3) Snow bank removal as needed for visibility and parking capacity
 - (4) Sanding and Salting of roadways and parking lots
2. **TERM.** The term of this Agreement shall be twelve (12) months, commencing on July 1, 2011 and ending on June 30, 2012. This Agreement may be extended for additional terms as may be mutually agreed upon by the parties.

3. **RIGHT TO TERMINATE.** The HSD shall have the right to terminate this service for an event of default by the Town of terms specified in this Agreement, provided that prior to any such termination, the Town is given thirty (30) days prior written notice specifying the default.
4. **COMPENSATION.** The HSD shall pay the Town the amount of \$82,651 for services listed in this Agreement. Payment shall be made as mutually agreed to by both parties.
5. **LIABILITY.** Both the HSD and the Town must continue to provide public liability and property damage insurance in the amount of a minimum of \$1 million dollars (\$1,000,000.00) and shall keep the same in full force during the term of this Agreement.
6. **PRIMARY CONTACTS.** The Town Administrator and the School Superintendent shall be the primary contacts between the Town and the HSD and any changes or issues between the parties must be approved by both the Town Administrator and the School Superintendent.
7. **SIGNATURES.**
 IN WITNESS WHEREOF, the HSD has caused this instrument to be signed and sealed by its duly authorized officer, and the Town has caused this instrument to be signed and sealed by its duly authorized officer.

In the Presence of:

Town of Hooksett

Catherine Gubard

Carol M. Granfield
 By: Carol M. Granfield, ICMA-CMAA
 Town Administrator

Date: 12/29/10

Hooksett School District

Catherine Gubard

Dr. Charles P. Littlefield
 By: Dr. Charles P. Littlefield, Ed. D.
 Superintendent

Date: 12/29/10