

**TOWN COUNCIL AGENDA
Regular Meeting
Wednesday, April 23, 2014**

- 1. 6:30 PM - CALL TO ORDER**
- 2. ROLL CALL**
- 3. PLEDGE OF ALLEGIANCE**
 - a. Hooksett Youth Achiever of the Month
- 4. APPROVAL OF MINUTES**
 - a. Public: April 9, 2014
 - b. Non-public: (none)
- 5. AGENDA OVERVIEW**
- 6. CONSENT AGENDA**
 - a. \$200 donation to Town for Town Hall Preservation project
- 7. TOWN ADMINISTRATOR'S REPORT**
- 8. PUBLIC INPUT: 15 Minutes**
- 9. NOMINATIONS AND APPOINTMENTS**
- 10. SCHEDULED APPOINTMENTS**
 - a. Tom Walsh for Sign Committee to discuss sign ordinance
 - b. Kathie Northrup re proclamation for 10th annual Hooksett Heritage Day
- 11. 15 MINUTE RECESS**
- 12. OLD BUSINESS**
 - a. 14 – 031 Discussion of Main Street Bridge Project
 - b. 14 – 033 Discussion of Amendment to alarm ordinance
 - c. 14 – 034 Discussion of pawn shop ordinance
- 13. NEW BUSINESS**
 - a. 14 – 035 Impact Fees for South Bow Road
 - b. 14 – 036 Citizen of the Year
 - c. 14 – 037 Approval of Street Names
 - d. 14 – 038 Conservation Commission: Clay Pond Stewardship Plan
 - e. 14 – 039 Conservation Commission: Summit View Open Space Easement
 - f. 14 – 040 Sale of Tax Deeded property back to former owner
- 14. SUB-COMMITTEE REPORTS**
- 15. PUBLIC INPUT**
- 16. NON-PUBLIC SESSION:**

NH RSA 91-A:3 II (a) The dismissal, promotion, or compensation of any public employee or the disciplining of such employee, or the investigation of any charges against him or her,
NH RSA 91-A:3 II (c) Matters which, if discussed in public, would likely affect adversely the reputation of any person, other than a member of the public body itself.
- 17. ADJOURNMENT**

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

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.

TOWN COUNCIL MEETING MINUTES
Wednesday, April 9, 2014

CALL TO ORDER

Chair Sullivan called the meeting to order at 6:30 pm.

ROLL CALL – ATTENDANCE

Chairman James Sullivan, Donald Winterton, David Ross, Todd Lizotte, Adam Jennings, Susan Orr (arrived at 6:32 pm), James Levesque, Dr. Dean E. Shankle, Jr. (Town Administrator)
Missed: Nancy Comai, Robert Duhaime

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

a. Public: March 26, 2014

T. Lizotte motioned to accept the public minutes of March 26, 2014. Seconded by J. Levesque. Vote unanimously in favor. S. Orr abstained due to prior absence.

b. Non-public: March 26, 2014

T. Lizotte motioned to accept the public minutes of March 26, 2014. Seconded by A. Jennings. Vote unanimously in favor. S. Orr abstained due to prior absence.

AGENDA OVERVIEW

Chair Sullivan provided an overview of tonight's agenda.

CONSENT AGENDA

a. Acceptance of \$100 donation to Police Department

T. Lizotte motioned to accept the consent agenda. Seconded by J. Levesque. Vote unanimously in favor.

TOWN ADMINISTRATOR'S REPORT

- Busy preparing for deliberative session
- Videos for large departments/small depts. still out there on the town website
- Continuing to work on bid for liability insurance due to large increase
- Working on interviewing candidates for Fun In The Sun director position
- Hooksettites have an annual over 80's banquet; Council Chair traditionally attends (Wednesday, May 14 at 12:00pm)
- Staff is going Friday to town of Amherst to look at Community Development software to see if it's something we want to consider
- This Friday afternoon at 4:15 at the State House, Governor will sign the sewer bill (helping the Walmart project move forward); Councilors invited by Sen. Boutin
- Wednesday, 4/16 at 4:00 pm there will be a site walk on the Scarpetti property along the river; Leo Lessard will be present and any Town Councilors that wish may attend also.
- Senator Forrester has sponsored legislation this session which names the scenic overlook on Route 302, across from the entrance to the Mount Washington hotel in the town of Carroll the "Raymond S. Burton Scenic Overlook." Additionally, the bill names the visitor center on the northbound side of I-93 in Hooksett in honor of the late Executive Councilor. The bill received unanimous support in the Senate and is now being heard in the House. The Public Works committee is requesting an endorsement letter from the town in order to pass the bill.

D. Ross motioned to instruct Town Administrator to compose a letter to the Public Works committee endorsing the plan to name the Northbound I-93 rest area in honor of Councilman Ray Burton. Seconded by T. Lizotte. Vote unanimously in favor.

- Save the date: Hooksett Earth Day clean up organized by community Development department to be held at Lambert Park on April 26 from 10 am to 1 pm
- Regionalization study came out with a guide; can be found on the Regional Planning Commission's website; there is a hard copy in Dr. Shankle's office.

- LeeAnn Moynihan has been in the Assessing Department for 18 months and just finished the IAAO-400 Administration Certification

Dr. Shankle: There was a mix-up with the posting of the positions available and after working with the Secretary of State's office and the town attorney, the Town Clerk has a solution.

Todd Rainier, Town Clerk: At the close of the filing period for open Town seats for the 2014 Hooksett Town election, an error was discovered in the listing for available "At-Large" Town Council seats. The listing of available "At-Large" was stated as the following: "(2) Councilor At-Large= three yr. term. (Must reside in Districts 1, 2, 3, 5 or 6) No DIST. 4 filings." Due to the resignation of Councilor Leslie Boswak in 2014, her At-Large seat became filled by the appointment of Adam Jennings to complete the 2014 year. However, Mrs. Boswak was elected in 2012 to a three year At-Large position, ending in 2015. Consequently, it was realized that the two At-Large seats for which candidates were filing were actually a single one year term and a single 3 year term, NOT two (3) year terms, as the filing forms had indicated. After consulting with the NH Secretary of State and Hooksett Legal Counsel about the error, it was decided the most fair and equitable means of resolution would be to re-open the filing period for the At-Large Town Council seats ONLY. Existing candidates for At-Large seats will be given the opportunity to re-file, or to notify the Town Clerk, in writing or via email, if they intend to be listed on the ballot as they are currently. Candidates wishing to file for a different term length must appear in person and file a new declaration of candidacy form with the Town Clerk. A public notice will appear in the *Union Leader* on Friday, April 11, 2014 reflecting the new filing period. The notice reads as follows:

TOWN OF HOOKSETT
HOOKSETT, NEW HAMPSHIRE

NOTICE OF REOPENED FILING PERIOD FOR AT LARGE TOWN COUNCIL POSITIONS

THE FILING PERIOD FOR THE TWO (2) OPEN AT LARGE TOWN COUNCIL SEATS IN THE 2014 TOWN ELECTION IS BEING REOPENED BY THE HOOKSETT TOWN CLERK. THERE ARE 2 OPEN POSITIONS AT LARGE, ONE SEAT IS FOR A THREE (3) YEAR TERM AND ONE SEAT IS FOR A ONE (1) YEAR TERM. THE FILING PERIOD FOR THESE TWO (2) TOWN COUNCIL SEATS ONLY WILL BE FROM APRIL 11, 2014 THROUGH APRIL 17, 2014

THE TOWN CLERKS OFFICE WILL BE OPEN UNTIL 5PM ON APRIL 17TH FOR FILINGS ONLY. NO MOTOR VEHICLE TRANSACTIONS WILL BE PROCESSED AFTER 4:30PM

The three existing At-Large candidates have been notified verbally and in writing of the previously stated details.

J. Sullivan: One of the individuals interested in serving is in the audience. Will the Council let him address?

Clark Karolian: For clarification, which one can be done by email and which in writing?

T. Rainier: If any of the 3 (Mr. Sullivan, Mr. Jennings and Mr. Karolian) of you wish to retain what you have already filed for, you can notify me either in writing or via email by the close of the filing period. If you want to make a change, you need to appear in person and you will need to refile.

C. Karolian: Is this a departure from the way it was previously done?

T. Rainier: If you are staying with what you originally filed for, there is no need to appear in person. This is also open to the public again as of Friday until April 17 at 5:00 pm.

C. Karolian: Are special provisions being made for the 3 of us to come back in and refile, and the ones currently on file will be null and void? It appears that special provision is made because one of the candidates will be out of town.

T. Rainier: After hearing from the town attorney and Council, they stated it would be logical to allow those that wish to retain the declaration they have already filed for not to appear in person; they don't need to re-file since that is already correct.

Dr. Shankle: We are trying to do something fair and equitable for all involved. Nobody would think it's fair for those who filed during the regular period to have to re-file. We are making it possible for other people to file or for those who already filed to change their filing. This is an extension of the original filing.

T. Rainier: It's being re-opened. To retain what is currently on file, the candidates can inform me via email or in writing.

T. Lizotte: If everyone has filed in the first period, why do they have to reconfirm?

Dr. Shankle: It's what the attorneys suggested to make sure it's clear and there are no misunderstandings.

T. Rainier: And with input from the Secretary of State.

PUBLIC INPUT: 15 Minutes

Mary Farwell, 24 Grant Dr.: I'm here on behalf of the Library Trustees. We are intending to have a forum on May 7 at the library for Town Council candidates if there are any contested races. The other thing is I want to talk about voting day. At the deliberative session, I offered to help do anything we can to inform voters about the warrant articles. I think the explanations in the town guide were wonderful. I'd be willing to stand outside at the polls to help people understand what the warrant articles mean and I can see if I can get a couple other people as well. I can't imagine going to year 3 of a default budget.

J. Sullivan: We will be discussing that later on in the agenda, and it was my intention to discuss this at that time.

T. Lizotte: We talked about several insertions for publications and we want to revisit that under that subject matter in terms of making a document that could be handed out at the polls.

NOMINATIONS AND APPOINTMENTS

a. Economic Development Committee: Daryl Dreffs

D. Winterton motioned to appoint Daryl Dreffs to the Economic Development Committee. Seconded by T. Lizotte.

J. Sullivan: There are currently no specified terms for those on the Economic Development Committee.

D. Ross motioned to amend the motion to include "a term commencing now until July 1, 2017." Seconded by T. Lizotte.

D. Ross: Any committee/board should have terms. This doesn't because it's fairly young but if we see something like this, we should fix it.

T. Lizotte: I think that since everyone has been appointed without a term but this guy, maybe we should handle this as all-encompassing instead of one at a time.

S. Orr: I think term limits are appropriate but I think putting a term limit on someone we are appointing now does not seem equitable to those already on the committee and to the new person. I think we should just appoint this person and make a movement later to start setting term limits for that particular board.

J. Sullivan: We should appoint and when we reappoint boards as of July 1 that might be the appropriate time to establish term limits.

D. Ross: The problem is we can't dis-appoint anyone on that board. They were appointed under the rules at the time they were appointed. We should start now; we can't remove anybody arbitrarily.

J. Sullivan: There are only guidelines for Town Council (Town Charter 3.2). There are methods of removing people from committees. Term limits only refer to Councilors; it's something we should ask the Town Administrator to look into that and suggest how we do that when we start appointing people.

S. Orr: I'm not suggesting we remove anyone from an existing position. The people on that committee are reasonable and fair and if we say we want to establish term limits, maybe we have them discuss what the limits are. Economic Development might need a longer term; you can't follow a business from start to finish in one year. I agree that I would ask the Town Administrator to research and see how legally we can phase in term limits for this board in a proper and respectful and legal way.

D. Ross: This would be the fairest thing to do. This is how we would phase it in with this appointment and then in the future we would ask them to step down and be re-appointed. Any public position is inherent that there are term limits.

J. Sullivan: How many members on that board?

K. Rosengren: It's 7, but there are currently 5.

Motion fails.

Vote unanimously in favor of appointing Daryl Dreffs to Economic Development Committee.

Consensus to instruct Town Administrator to research establishing term limits for the Economic Development Committee.

J. Levesque: Would it be a good idea to give the Economic Development Committee the charge of how to deal with the term limits and we vote on it?

J. Sullivan: I think Dr. Shankle would make overtures to that and get their ideas.

D. Winterton: I'm on that committee and I don't think the next meeting has been set. I would be in favor of having the Town Administrator move forward since there is no meeting set to discuss Councilor Levesque's suggestion.

T. Lizotte: Can we get history on the committee? I thought it was the Town Council advisory committee. I'd like to get some clarity on where the authority comes from.

J. Sullivan: We are still looking for other volunteers for the Economic Development committee.

SCHEDULED APPOINTMENTS

- a. Tom Walsh for Sign Committee to discuss sign ordinance

J. Sullivan: I don't see Mr. Walsh here at this time.

D. Winterton: Mr. Walsh is opening Robie's tomorrow morning at 6:00 a.m. so he might be busy with that.

J. Sullivan: If he does show up, we can come back to this.

OLD BUSINESS

- a. 14 - 028 Discussion of NH Highway Safety Agency Grant, overtime enforcement; \$7,436

J. Sullivan: We had the hearing at the last meeting.

T. Lizotte motioned to accept the NH Highway Safety Agency Grant, overtime enforcement, in the amount of \$7,436. Seconded by S. Orr.

S. Orr: Discussion states this is to specifically target motor vehicle violations. I understood it to assist during all the construction on Route 3 but this is not for that, this is for specific moving violations/traffic violations. Is that correct?

J. Sullivan: Police Chief is indicating yes.

Vote unanimously in favor.

b. 14 – 029 Discussion of NH Highway Safety Agency Grant, DUI patrols, \$10,003.50

A. Jennings motioned to accept the NH Highway Safety Agency Grant, DUI patrols, in the amount of \$10,003.50. Seconded by S. Orr.

S. Orr: Are we planning to do road blocks or is this standard traffic stops? How do you target that?

Chief Bartlett: This is not a road block situation, which requires a warrant. This will allow us to have officers out at times when bars are closing or during peak accident times when we can put extra patrols on the street to look for impairment. This is extra, OT time to look for indicators of impairment. We are limited to 18 shifts, at 6 hours per shift.

D. Ross: Are there any strings attached to this grant money?

Chief Bartlett: Yes, we have to put officers out in patrol cars. Afterwards, we have some paperwork to submit to make sure the funds are being supported during the times we have allotted for this program. This is a pretty liberal program. I view it as a great augmentation to the shift and provide extra coverage for impaired driving.

Vote unanimously in favor.

c. 14 – 031 Discussion of Main Street Bridge Project

David Scott: Prior to us coming in on March 12 we presented everything. Jason and I had recommended a traffic control option of either northbound only or southbound only. Someone voiced that the town would want alternating one-way traffic so let's consider that as an option. You were open to that option and we also heard that you wanted us to reconsider 2-way traffic with narrow lanes signed passenger cars and pick-up trucks only. We also heard you didn't want the protective screening. We took that back to the front office and they reiterated the 2-way option is not a good idea. Also, the protective screening (even with a letter absolving DOT from any issues) we will still have to put it up. It's 32' on railroad side and 64' on Riverside St. Our commissioner was present and asked why we weren't closing the bridge. Financially, we are strapped. I told him we would look at the time factor and cost in closing the bridge vs. a lane configuration. At that same meeting, there were second thoughts about the alternating lane option. The big concern is every time the light is red for those south on 3-A, the last person on the bridge needs to get across before the next person can start. The cue lights are going to cross 3-A. We need at least 25% of motorists to choose an alternate route before we don't gum up 3-A. That is not considered viable by DOT. We looked at northbound only and southbound only and compared that to bridge closure. We went back to the front office and presented those options. They said we could present both of those to you for consideration. The closure option will cost \$1.1M; the through traffic, exclusive one-way is \$1.45M. There is a \$350,000 savings that DOT is looking at. The selling point on the closure option is that it will take 7½ weeks to complete if they work 7 days a week. The other selling point is that those most affected by the detour will experience the lowest user cost if we condense that construction season to 7½ weeks. The other option would take 13 weeks, working 6 days a week. We would make provisions for school buses and emergency vehicles. We are anticipating the people most affected by the closure would cost \$430 (per driver) for bridge closure option; user cost jumps to \$600 for the alternating lane option.

T. Lizotte: Do you have any experience in a 6-day build vs. 7-day build in cutting the time almost in half? Can you define the user fee and how it is calculated on a per driver basis?

D. Scott: The way we save weeks is that everything we do accommodating the bridge in the 2-phase scenario, we have to do twice. That is how we get the savings in time. Regarding the user costs, Jason can advise.

Jason Tremblay: I had to make some assumptions on the number of vehicles going through the area. It was based off of federal design of calculating costs. The Federal Highway has a document dedicated to this. I was assuming only passengers cars, one person per car and median income of \$68,000. That

was about 27 cents/minute/vehicle that would cost. A 12-mile detour at 50 mph and assuming people regionally coming through wouldn't affect all the vehicles as some of them would pick up 93 or stay on 3, but the locals that use that bridge on a daily basis, it was affecting a certain percentage of vehicles that we have out there. That came out to \$6,500 for travel time cost. The operating cost (2013 AAA driving cost) and the average was 20 cents/mile/vehicle and that came out to \$4,000 if we still had one lane open. When I looked at the bridge closure, taking the same amount of vehicles, but assuming people heading north would take a 19 mile detour, which came up to a travel time cost of \$17,000 and operating cost of \$10,000. I got a total user cost per day times the amount of weeks/days. That was an estimated user cost of a little over \$950,000; bridge closure was \$1.4M and divided by the amount of cars came out to \$600 for one-way traffic and \$450 for bridge closure.

S. Orr: Did we do a traffic study to determine the number of cars that pass over per day?

D. Scott: About 13,000/day.

S. Orr: Is that separated by north and south?

D. Scott: We assumed half and half.

J. Tremblay: We got info from SNHPC that confirmed that it was approximately 6,500 in each direction.

S. Orr: 7 ½ weeks – what are the exact dates?

D. Scott: Based on the school calendar, we were starting on June 30, 2015. The school has not given us a first day of school yet.

J. Tremblay: The closure of the bridge would affect the traffic. There is some other work that can be done without closing the bridge.

D. Scott: For northbound only option, that would begin as soon as snow is off the ground.

S. Orr: There is potential that work can start earlier and go later for the bridge closure scenario?

D. Scott: We are keeping it within the time frame that school buses will not be traveling.

S. Orr: I just want to make sure it does not affect the Old Home Days event.

J. Tremblay: The intent was to not impact bus traffic.

D. Winterton: I would really like to hear from our fire and police chiefs in terms of total closure and what that does to the safety. While a total bridge closure might be beneficial for a number of other reasons that might not be the best in terms of safety. If this happens and we are saving DOT over \$300,000, we may impact significant OT costs for public safety. Could the town get that back from whoever sits in the front office?

D. Scott: DOT has no way of splitting the costs.

D. Winterton: I abhor the name "front office" as they are people that have names and positions. If they are making decisions on the safety of our town, I'd like to know their names and positions.

Chief Bartlett: I want to make you aware of my concerns that I sent to DOT regarding total closure. Response times – based on their assessments, you have a 12 mile detour (12 miles from west side of the bridge to the highway) and 19 miles from east side of bridge to the highway. If I have 2 officers working on Merrimack St. and they have to go over to West Side Dr. that is a 30+ mile response. I ran some statistical data relative to calls on the west side of town: in 2011 there were 90 alarms; 36 arrests; 8-10 domestic violence calls. 2012 – Relatively the same figures: 70 alarms; 28 arrests; 5 domestic disturbance; 5 residential burglaries. In 2013: 60 alarms; 51 arrests; 9 disturbance calls; 9 residential burglaries; 44 thefts/willful concealment calls from retail sector at exit 10. Our response time is going to grow significantly if I don't place a dedicated unit on the west side of town. With current staffing levels,

that is OT for me. It will be 24 hours a day because if I reduce my staffing levels, even for the midnight shift, then I'm only going to have one or two officers that will be able to respond for the entire town. With the bridge closure, it's something that Council needs to consider. Either option will prove to be difficult but a total closure means I would have to make operational changes to make sure we had adequate coverage for emergency calls on that side of the bridge.

D. Scott: It's 12 miles from one end and back up, so 6 miles each way. It's still significant, but I wanted to clarify.

A. Jennings: For Exit 10 shops, do they go down Hooksett Rd?

Chief Bartlett: South sector (covers from Legends Drive to the highway) is all one sector; the north sector will cover south side when I have 2 officers working. If that unit is tied up, the south car, depending on location and what the call is, the dispatcher will ask that unit for assistance. Usually the north sector car will go to the west side calls.

J. Sullivan: Would you create an east/west sector?

Chief Bartlett: I'd like to have a dedicated unit for the west side. They would take care of calls relative to emergency response. Now that we have the new computer systems the cruisers are self-contained offices. I would like to have a dedicated unit to that side of the river if the bridge closure were to happen.

J. Sullivan: Exclusive one-way traffic, most likely northbound?

D. Scott: They will drive 6 miles up and 6 miles back to 93, but up to Concord that is 19 miles.

J. Sullivan: On the full closure, that's a 7-day work week?

D. Scott: We need to confirm that town ordinances allow Sunday work.

J. Sullivan: Your supervisor will support whatever option we agree on?

D. Scott: He preferred the bridge closure option. The second meeting we went to, the Director and Asst. Commissioner said to present both options to you.

S. Orr: Chief, I want to get a better understanding of assigning patrols. You say you have a north and south patrol. You were talking about wanting to implement a west side patrol. When you gave us those statistics, those were for the west side only for a 3-month period? What is the percentage for each side?

Chief Bartlett: Because of the retail sector, we spend a lot of time dealing with shoplifting, willful concealment and strong arm robbery calls more on the west side.

S. Orr: What would the impact be to have an east and west instead of north and south patrol?

Chief Bartlett: With current staffing levels, I'm not guaranteed that 2 patrol officers are working. I have to work within the OT constraints in my budget.

S. Orr: The response time is shorter because you have the option of going over the Main St. Bridge or the highway at exit 9. With the elimination of one of those, you'd still have the same situation where you would have a patrol going to the west side from the east side, but it would just take longer correct?

Chief Bartlett: Yes, if I don't have a dedicated unit on the west side that is correct.

S. Orr: There is usually one patrol car on the road, sometimes 2 depending on the time of day, on the road in Hooksett.

Chief Bartlett: We have a minimum of one officer with a supervisor.

S. Orr: If we have to close this bridge, you would feel more comfortable having a patrol car on the west side at all times?

Chief Bartlett: I would. Because of response times, if the officer on the east side is tied up, the added distance is going to add to that as well.

D. Ross: I am strongly opposed to total closure for the safety reasons as well as the economic strain on the people that do business in the town. It seems like we would only do that to save time and money for DOT and they don't seem to want to compensate the town for any savings. I'd say what we are charged with is safety of the citizens.

D. Scott: My best pitch for full closure is it minimizes the construction window and you are saving \$150/motorist; about 1,650 vehicles per day. (3,200 drivers \$150/construction period.)

D. Ross: I'd contend most of those drivers are not Hooksett residents.

Consensus to allow Mrs. Farwell to address Council.

M. Farwell: Mr. Scott said if there was a total closure option, there is a savings of \$350,000. What if you work 7 days/week, 16 hours/day - would that shorten the amount of time? How can we compress the amount of time the bridge is actually closed? The chief is short staffed and this would put a burden on his budget. Based on when this starts, that is the beginning of a fiscal year so you might be able to add that into his budget. I don't know if that is an option, but I don't know why it wouldn't be.

D. Scott: I don't think we can confidently say we could shorten the time. They will already be there for 12 hours a day at the 7 ½ weeks.

M. Farwell: If you could shrink the amount of time the bridge is closed, you might find more support from the Council.

S. Orr: I have to say that even if you shorten the closure to fewer than 7 ½ weeks, and if someone has a fire and the truck can't get to the home, I don't want to be the one to face the homeowner and say we authorized this closure and you lost your home.

J. Sullivan: If a fire occurs on 3-A, Village Station responds first. Clearly there would be an impact but I think it would affect police more.

Dr. Shankle: Before you decide, one thing you might want to think about is we are talking about the difference on no impact on schools/bussing and a significant impact on schools/bussing. We just went through something where people said there kids were on the bus too long. Maybe this is something the school board should look at in terms of what impact this is going to have on them.

D. Scott: Our intention, if we go with the 13-week option, is to have temporary signals so fire and police/busses can get through.

A. Jennings: How much of that \$350,000 savings would go toward shoring up the old Lilac Bridge?

D. Scott: Is it in the state bridge program? I will ask, if you are serious.

T. Lizotte: Listening to everything, it would be nice to know is to match the chief's statistics to the time of day so we know when peak times are. We have all witnessed Hackett Hill and the cueing there. I don't care what you do with the lights; the fire truck is not going to make it through easily with all the traffic there. You have to consider the school piece and take all this into consideration. The short time frame just might be viable. Not everyone is going to be happy no matter what we decide.

D. Scott: We will start in April if you choose the 13-week option. We'd be fine if you had a consensus within 4 weeks from tonight.

D. Winterton: If we do the total closure, is there still foot and bike traffic available on the bridge?

D. Scott: No.

D. Ross: I prefer to hold off and see the rest of the Council here.

S. Orr motioned to table this item and address at the next meeting; Town Administrator to approach school board for input on bussing and any other issues brought up as a result. Seconded by T. Lizotte.

Vote unanimously in favor.

5 MINUTE RECESS

d. 14 – 026 Discussion re: Deliberative session results

J. Sullivan: We had full staff, full Council and about 45 residents. One of the questions was how will we explain what is going on the ballot? Dr. Shankle referred to videos that appear on the website on the home page. There is information from each department. What else can we do?

S. Orr: A thought – I know the voting guide is there. If you are going in to vote, that book can be daunting. The sheets handed out at the deliberative session, if we copy those pages and have somebody handing those to voters so they only have to look at a few pages, might make it as simple and quick as possible.

J. Sullivan: How many would we produce and the moderator is a little concerned about campaign items being left in the voting booth. I think it's a good idea but maybe we can enlarge them and put them on the walls and maybe have Councilors outside to answer questions.

T. Lizotte: We tasked the Town Administrator with the info graphic which I think was somewhat effective. You can put an insert in the *Union Leader* and maybe Dr. Shankle has some thoughts on this. It's 8 ½ x 11 and is under \$400. That might be effective. I think we should allow Dr. Shankle to look at a couple different ways to do this. It could serve as a handout as well as diverting from several inserts to one in the *Union Leader*.

Dr. Shankle: If we were going to do an insert, we could do what Councilor Orr said and use it as a handout.

D. Ross: I have a problem with us doing things as a body that could be construed as campaigning. We have discussed the articles and moved them on to the ballot. We have had the deliberative session and answered questions. It shouldn't be this Council's function to appoint someone to campaign that they are free to do on their own. I think we are treading in an area we shouldn't be. As an individual for our own seats, we can campaign, but as a body I don't think so.

S. Orr: We are trying to inform. There is nothing in that book, in my opinion, leading voters in any direction. I'm hoping we can make it simpler for voters to make informed decisions. I see it as providing information, not swaying voters in either direction. The charts might be a gray area, but the sheets that were created are good information. I see your point and I don't want us to appear as a body that we are influencing voters but I think it's our role to educate and inform.

Dr. Shankle: We created this to inform the public. If you tell me to inform the public, I will move ahead with that and you don't have to do anything else.

J. Sullivan: In the past, Council created a newsletter. We have to be careful about using public money to campaign. Individually we can stump, but not as a body. Providing information I think would be fine.

D. Ross: We have done what is traditionally done and printed this book; videos are on the web for those that want to be informed. Spending money and the concern about flyers being left in the booth has been a concern. We have offered the information so I don't think it's up to us to spend money to inform the public any more than we already have. The only confusing item I saw is the way the tax impact is displayed for each article. It is not an equitable representation and I find it to be confusing. That is one fault that I saw and hopefully next year we can make it clearer.

A. Jennings: Any warrants passed last year, people have already seen that impact on taxes. There was no delineation between which warrant articles were on last year and which weren't.

S. Orr: We've had somebody offer to hand out flyers at the polls. What if we had a designated person to collect these items at the door before they walk in? We have volunteers who have offered to help. Is it feasible? Is it not feasible? At the point of sale, that is where it has the most impact. I don't want to spoon feed people but I want them to have all the information they need to make informed decisions. Can we come to an agreement on how we want to handle that?

J. Sullivan: I would prefer not to hand things out, but if we create a big sheet for each article and post them and have people look at them instead of handing them out, we could ask a Councilor to stand there to answer any questions, which is allowed.

J. Levesque: Along the same lines, why don't we post it here and at the library, post on the glass so people can read it through the glass? We need to make it known that these are out here. I think the poster idea is a good one.

J. Sullivan: What do we want to do to educate and inform within our guidelines?

S. Orr: I agree the poster is a great compromise.

J. Sullivan: Whatever we decide, Administration will provide. We will make posters and find the best location for posting.

Consensus to allow Town Clerk to address Council.

T. Rainier: I think it behooves us to educate voters by as many avenues as possible. Dr. Shankle requested I poll the Secretary of State on the poster idea. I have not received confirmation one way or the other yet. I will get the information to you as soon as I receive it. I would not advise making any decisions yet. Based on the school vote, with any flyers/brochures, if it's something that someone can walk with, it can be left at the polls. It would cause the already taxed volunteers to police the booths at the same time.

Dr. Shankle: How do you distribute the sample ballot?

T. Rainier: It's on the website and can be picked up at the office.

Dr. Shankle: Presumably they could walk into the polls with this sample ballot filled out how they are going to vote.

T. Rainier: Based on my limited experience with Election Day procedure, I guess they could.

Consensus to create and post large posters as appropriate.

J. Sullivan: We can put something in the Banner, as individuals, highlighting what we spoke on and providing information – that might be an option. We can urge them to view the videos on the website and post information in other public areas.

T. Lizotte: Although each of us can voice our opinion, in terms of the Board, I'd rather it come from the Board. A statement from the Board in general I'd be willing to entertain.

J. Sullivan: I was thinking we would just reiterate what was in the voters' guide, as individuals, on behalf of the Town Council.

T. Lizotte: In some cases, there were dissenting votes so coming from the Board, we can grant you authority to put something in the paper. It would be better speaking as a Board than individuals.

J. Sullivan: Then I would do what I stated, breaking it into 2 sections and using the exact information in the voters' guide.

S. Orr: I'm not sure I agree with that. Because then we are speaking as a Board to try to influence the voters. That allows for the fact that not everyone agreed with that. If you're going to write a letter, identify yourself as a Councilor and state that the Council recommended it by this vote.

T. Lizotte: If there are no changes, other than here is the information, I think that is the most transparent. It's public knowledge. We can say we allowed the Chair to work with Dr. Shankle and the Town Clerk so we get the blessing of the Dept. of State.

A. Jennings: Voters' guide, is it online? Can we just have an article stating it's online or you can get a copy at these locations? We are still putting information out there without leading people.

Dr. Shankle: If you want to put something together that Council supports, in the voters' guide there is a Town Council report. If the Chair wants, he can pull information out of this and make a letter to the editor using information you have already approved.

D. Winterton: I think if we passionately or enthusiastically are worried about a couple of the warrant articles that is where the point of sale is. If you need to develop a team, we do it on our own

Consensus for Chair to work with Town Administrator to draft generic information to put in the Banner.

Dr. Shankle: When we put the information in before, I told them we would put it in again so we will before the election.

J. Sullivan: We will have poster boards with the information from the voters' guide. I will work with Dr. Shankle and create a letter for the *Banner*.

T. Lizotte: If we could request from the Administrative staff, a sheet that indicates what the tax impact would be to someone with a median household income, what it was prior to last year, so that if anyone references that, we are all referencing the same thing. It would be nice to have that information, and a breakdown on what the tax rate is based on county, school, state, town and the tally from valuations from last year and this year. Only the Councilors will have that information.

J. Sullivan: Once we ask them to get that information and put it in a format, it becomes public information so it should be posted somewhere as information we are talking about.

e. 14 – 030 Discussion of Mandatory Recycling Ordinance

J. Sullivan: We had a public hearing at our last meeting. According to Town Charter 3.6, "*Final action on said ordinance shall not be taken by the Town Council until at least seven (7) days after said public hearing.*" It has been 7 days since the public hearing.

S. Orr motioned to accept the proposed Mandatory Recycling Ordinance. Seconded by J. Levesque.

D. Ross: I'd like to know if the Town Administrator has come up with any numbers since our last meeting. How much money came out of the reserve fund to purchase vehicles and how much remains there, some kind of metric that tells us if it's working or not. My concern is I haven't seen anything put in front of me showing where we would be vs. where we are and how much money we have saved. We've heard nothing but anecdotal evidence since day 1. To pass an ordinance without any hard numbers or statistical data to support it, I think is totally out of order.

T. Lizotte: The tax payers pay for this service. I wasn't moved on the aspect of getting any large gains from this. My research indicates that if we are truly at 30% we are doing very well. As a community, this shows there is a response. Maybe we can pilot this by creating constraints on the town property (Transfer Station) to understand how this is going to be enforced. I think it's premature and the wrong thing to do so I won't be supporting it.

J. Sullivan: This Council does know what its authority is. As the poll last year indicated, regardless of the outcome, we need to look to that for guidance. We got a good survey and the voters said yes they were

interested in mandatory recycling. If it was the other way, I would not consider that. We have the reflection of the voters that we should pursue that. Once you put it in place, taking it back can be difficult. We can ask for a trial basis and after 6 months, if it's not working, we can always repeal it. The town provides barrels for trash and recycling. We have requirements of what we can accept at the transfer station. There are options since we provide the barrels. I'm not sure how we moved from taking away the barrels to fines, maybe we should look at that again. I think there are things the Superintendent and administration can do. If we really want to save money, we can say no more curbside recycling or pick up. We don't want to go that far, so we have to be careful. The voters did say to proceed and I am leaning that way.

D. Ross: It was sold as an advisory only issue which would indicate to people that it's coming back again, and this means it's not coming back again.

J. Sullivan: Since they gave an indication, advisory only, then what is the point of placing it on the ballot before? Under the Charter, it states Council is responsible for the ordinances.

D. Winterton: I think the recycling program has worked incredibly well. One of the things that bothers me is the 1%. Creating legislation for 99% to deal with the 1%, I don't like. I think education is the proper way to increase recycling. I hate the word mandatory. I will continue to recycle no matter what the legislation is. The voters asked us to investigate mandatory recycling and we have. I would support Councilor Lizotte's proposal to institute fines on town property where it could be monitored via video. I will not be supporting this motion. It troubles me to vote this way because my heart is in recycling but not in mandatory.

S. Orr: As much as I hate to do this because we are short 2 Councilors tonight, I think we have had enough discussion; I'd like to call the vote.

Roll Call

S. Orr – Yes

A. Jennings – No

D. Winterton – No

D. Ross – No

J. Levesque – Yes

T. Lizotte – No

J. Sullivan – Yes

Does not pass the requirement and fails 3-4.

A. Jennings: A mandatory ordinance seems like a whole lot for 50-100 violators; I heard that the standard operating procedure in place was to send out letters. I think that is the right step – educate people with letters. We heard the article in the *Banner* increased recycling.

T. Lizotte: I was at the deliberative session and I offered a motion to add in "with fines." Now we come to this point and we have an ordinance with fines in it. The voters looked at it and saw mandatory. The reason I made that motion was not for a scare tactic but transparency. Do you want to have a program that you pay for with your taxes, and if you don't do something the way that we tell you to do it 100% of the time, you are going to be fined? This should be brought back to the voters so they understand that it is mandatory and there are penalties and they can vote based on that. If we piloted this program in areas we control, we would give authority to the town from that standpoint, in terms of a system of collection of materials in which the town pays for.

J. Sullivan: We own the barrels; who owns what is put in that barrel? An extension of that is we can apply fines to the barrels because people are not using town property correctly.

J. Levesque: I've been for this for a long time. The things that they pick up in the trash, they have to have some kind of authority.

D. Ross: It still sounds anecdotal to me. It's heavy handed and unnecessary. I personally think it's going to backfire.

Roll Call

T. Lizotte – No
S. Orr – Yes
A. Jennings – No
D. Winterton – No
D. Ross – No
J. Levesque – Yes
J. Sullivan – Yes

Adoption of the Mandatory Recycling Ordinance defeated 3-4.

NEW BUSINESS

a. 14 – 032 Discussion of use of transfer station by a private business

D. Boyce: We were approached by Pinard Waste to work with the town to use our transfer station. They need a transfer station to bring trash to Bethlehem. It would be very hard for them to get a permit. At first he wanted a 10-year contract, and wanted to use our equipment and personnel. We have nothing to bring to the Council so we asked them for a proposal. It has an impact for us and against us. We wanted you to see the proposal. It is something we should figure out if we want to go forward with.

Dr. Shankle: We'd like you to authorize us to sit with them.

T. Lizotte motioned to give authority to Town Administrator and Superintendent of Recycling & Transfer to engage in a discussion to get finer details on this proposal. Seconded by S. Orr.

D. Ross: How do you feel about this?

D. Boyce: I'd love to see the town make money but I see a lot of negative too. Before our curbside recycling I would have said we couldn't deal with the traffic. With the weather getting nicer, the traffic will pick up. We will have to have waivers for our building protecting us from any damage done to our buildings. There is a lot we would have to put into this to make sure we are covered. I would never agree to our equipment or personnel.

D. Ross: We are creating more work for our people to deal with other vehicles coming and going, making sure their trash isn't mixing with our trash and other potential problems. Another item is they are using this as a way to compete. I don't think it's proper for a town to partner with a private industry for the purpose of competition. Hooksett needs to take care of Hooksett. I get a bad feeling about this.

J. Levesque: He is offering a minimum of \$5/ton and using our equipment to load his trailers. 4 truckloads/day will have to go out to get 500 tons/week. How are you going to keep this stuff separate? I see this as a nightmare. Even if it was \$10/ton I don't see how it would work logistically.

J. Sullivan: We need to have a contract that would be reviewed but it's worth getting more details before we proceed. We will make sure these questions are addressed.

S. Orr: When you do this research, maybe one of the options could be renting them some land in the back. This could not be feasible, but this is what I think you need.

D. Boyce: They would actually need the building too. They are going to make out more than we are.

D. Winterton: I'd be in favor of the motion to continue talks with Pinard Waste. Part of the negotiations would be to make sure we got a better deal.

Vote unanimously in favor.

b. 14 – 033 Discussion of Amendment to alarm ordinance

Dr. Shankle: If any of you decide you want this to go forward, we go through the process of posting so this is very preliminary.

Capt. Daigle: Chief Bartlett had to leave and asked me to request that these 2 items be tabled for a future meeting when he is able to be in attendance.

D. Ross motioned to table this item. Seconded by T. Lizotte.

c. 14 – 034 Discussion of pawn shop ordinance

D. Ross motioned to table this item. Seconded by D. Winterton.

SUB-COMMITTEE REPORTS

A. Jennings: Nothing to report.

S. Orr: Nothing to report.

J. Sullivan: Old Town Hall had a good meeting – We have a new chairperson that has more time and flexibility so I stepped down to allow Kathie Northrup to become chair. We reviewed the hazmat report – there are 2 areas where there is asbestos – small bathroom upstairs and landing going downstairs. Also there is an indication of lead paint but we are painting over that. Based on that and engineering report, Tom Walsh and Superintendent of Highway will proceed with taking down some partitions to expose the opening and will maintain that because we are seeking a Moose Plate Grant to restore the tin ceiling. By keeping the second floor we will be able to fix that without requiring additional scaffolding. Asbestos abatement will start next year when we get more money. We are looking at fundraising ideas – Family Feud and additional souvenirs. It was decided that the Heritage Commission will take over merchandising so any funds raised will go toward Old Town Hall renovation. We are meeting with the architect to discuss plans.

D. Winterton: Hooksett Youth Achiever Committee met and we have chosen a recipient and I will confirm they can make it to our next meeting. Planning Board met Monday – SNHU was in talking about access road that is gated where W. Alice meets Donati. There were a number of abutters that attended, mostly expressing displeasure with traffic on Donati Dr. and concern about if that road comes through, would dorms be built close to their house and questions about why the road was being built. Engineer addressed most issues and we went forward with the road because it's a private road. The other issue is 99 Mammoth Rd with a 21-unit apartment building – pretty curvy road and there are some steep grades. Stantec and Leo weighed in on having some supporting walls built. They needed approval to move forward, and we came to a compromise – they have conditional approval to get a contractor to see if they can build this wall to the town's satisfaction. They have 180 days to come back with conditional approval for the town to approve the walls they want to build. I think it's positive that we came to a compromise that satisfied everybody's needs.

D. Ross motioned to extend the meeting by 5 minutes. Seconded by T. Lizotte.

D. Ross: Conservation did not meet but an issue came forward to sign off on a bio-solids application permit. This is needed to be signed off by the town since the town is now the owner of the property. This permit expires on August 14 and will need to be reapplied for. The person needs to have it signed off in order to get the growing season this year. I believe the Chair can sign these - it's the town signing off on its agreement that it's OK for the state to allow this permitted us to continue until Aug 14 when there is a new application procedure.

D. Ross motioned to allow Chair to sign off the bio-solids application permit on behalf of Council. Seconded by T. Lizotte.

Vote unanimously in favor.

D. Ross: David Hess can advise on any questions.

J. Levesque: ZBA – Jeff Larrabee has a sign he wants to put on the highway off of Hackett Hill Road; since there were only 4 board members they asked for a continuance until 5 members were present. SNHU spoke regarding the access road – they had a 40' setback buffer and they reduced the amount of wetlands by 10,000 sq. ft. so that passed. There was a new hearing - Kevin Mascione rents a building from John Kelly on Rt. 3 to sell motor vehicles. He wants to get a motor vehicle inspection station license, but he couldn't because it's a groundwater resource district. He didn't call or show up for the meeting so the Board granted a continuance but he would have to re-notify the abutters.

T. Lizotte: Nothing to report.

PUBLIC INPUT

Todd Rainier, 1 Veterans Drive: I'm here on behalf of my wife Heather and our son Nathaniel. Many of you are familiar with Veterans Drive. It's us, the Congregational church, Jacobs Memorial, Veterans Park, the new monument planter and sign, the Lilac Bridge and the sewer pumping station. Over the years there has been a considerable issue with excess traffic speeding up and down our road, parking in the grass area below the Main St. Bridge. There is a substantial amount of land and people have been parking there, walking over the railroad bridge and using the sandbar for river access which is trespassing. The traffic is typically driving by with excessive speed, even drag racing. Last year, a group of teenage boys drove by and were cursing and yelling at me out their door. I'm asking the Council to reconsider something that was brought up before, which is putting up posted signs to notify people that do not know that they are trespassing that they are trespassing. Some of the property immediately adjacent to the road is town property, some is state property and some is railroad property but the railroad doesn't police their property very much.

D. Ross motioned to extend the meeting by 5 minutes. Seconded by D. Winterton.

T. Rainier: If we call the police, a crime has to be in progress. They don't know they are trespassing on town property. There have been a number of calls for injured persons. I know putting signs up isn't going to put a stop to things, but if someone sees a no trespassing sign, they will think twice before they return and it will give the police something to enforce.

J. Sullivan: I'd ask Dr. Shankle to look at that to see what we can do to address your concerns.

D. Ross: I saw adults dropping their kids off at the railroad bridge to swim and going back to pick them up.

Marc Miville, 42 Main St: I'd suggest addressing Mr. Ross' concern that it's important for citizens to be informed. There is only so much we can do. Between the Council and Budget Committee, we have been working on this for 8 months, and if they are not educated on their own there is just so much we can do. Even at this point we should still reach out to them. I wrote 3 letters to the editor last year in preparation for the election, and I'm considering doing that again. I had written a letter to the editor where they see a total of \$6.71, and I had addressed in that letter explaining the difference between a tax share and a tax rate. Perhaps the Finance Director could write a letter to address that. There is a lot of confusion for people that don't understand. I'd also suggest an information table as the voters approach the school staffed by Councilors and Budget Committee members indicating budget/warrant questions information tables. If you had an info table, maybe we would get more citizens to stop and ask questions. I wrote a letter in the voters' guide as part of the Budget Committee Chairman's letter, and I was considering posting that as a letter to the editor but I'm not sure if I would need Budget Committee approval to do that.

NON-PUBLIC SESSION

None

***D. Ross motioned to adjourn at 9:41 pm. Seconded by T. Lizotte.
Vote unanimously in favor.***

Respectfully Submitted,

Tiffany Verney



A Comprehensive Guide to Changes in the Proposed Sign Ordinance

The proposed Sign Ordinance is a single article to cover all zoning districts in Hooksett. The current Zoning Ordinance includes three separate articles for signs: one a general article, one for the Route 3 Performance Zone, and one for the 3A Corridor. The proposed ordinance would apply the same sign regulations to all parts of Town, eliminating redundancy and making for a more user-friendly and comprehensive Sign Ordinance.

The proposed ordinance is much more business-friendly by allowing more signs, larger signs, and new types of signs. This should significantly decrease the number of waivers and variances for signage that appear before the Planning Board and Zoning Board of Adjustment.

The proposed ordinance is restrictive in that it prohibits off-premises signs and regulates temporary/nonpermanent signs, in an effort to minimize the amount of sign pollution by temporary signs and promotional materials, which can be hazardous if they end up in the public right of way. The proposed, more lax regulations on wall signs should curtail the need for additional signs, as businesses will be able to more clearly identify themselves and uniquely express their business.

The following outlines the specific changes proposed to the sign ordinance.

1. Definitions

Addresses will continue to be included on directory signs, but must appear at the topmost part of the sign and be lighted, if the sign itself is lighted. This is a recommendation by Hooksett Fire so that they may be able to easily find businesses and buildings in the event of an emergency.

Awnings will be added to the definitions and will be allowed to include logos, but not lettering or text.

Banner Sign will be added to the definitions for clarity: "A temporary sign of lightweight material (paper, plastic or fabric) hung either with or without frames."

Directional Signs that convey messages such as one way, entrance, or exit will be allowed to include business logos and will be added to the definitions: "Sign limited to directional messages necessary for on-site public safety and convenience such as

'one way,' 'entrance,' or 'exit,' no greater than 4 square feet. May include business logo."

Nonpermanent Sign will be added to the definitions: "A temporary, changeable, moveable sign designed to be transported, including, but not limited to, signs to be transported on wheels. Includes portable marquis-style signs and electronic or digital message signs."

Signs will be defined more clearly than previously:

Current Definition: Any object, device, display, structure or part thereof, situated outdoors or indoors, which is used to advertise, identify, display, direct, or attract attention to an object, person, institution, organization, business, product, service, event or location by any means including words, letters, figures, design, symbols, fixtures, colors, illumination, or projected images.

Proposed Definition: Any device, display, structure or part thereof, visible from a public place, which is used to advertise, identify, display, or attract attention to or communicate information about products, accommodations, services, or activities.

Window Signs will be added to the definitions with a stipulation that no permanent window sign (i.e. adhesive or painted-on signs) shall occupy more than 20% of the area of an individual window area.

2. Prohibited Signs

All *off-premises* signs, permanent and non-permanent, will be prohibited.

3. Wall Signs

The current Table of Sign Standards would be repealed and replaced with a new table to reflect the following changes:

Allowable Sign Area will be determined by a formula of 1.5 times the building or unit's linear frontage to provide a sign that is proportional to the business frontage, as opposed to the previous ordinance which set two specific sign sizes (32 square feet and 16 square feet) for all businesses, despite their size.

Distance Bonus may be added to any wall sign that is located more than 500 feet from the right of way for an additional 1.5 times the allowable sign area. This will especially benefit business in plazas and strip malls set back from the road. The

current ordinance also has a distance bonus; however it is based solely on the distance from the road, not taking into account the size of the frontage, which caused businesses of varying sizes to be permitted the only one size sign.

Maximum number of signs will increase from one sign to a maximum of three signs, provided the total area of each sign face does not exceed the Allowable Sign Area.

4. Monument/Directory Signs

The current Table of Sign Standards will be repealed and replaced with a new table to reflect the changes of the following:

Maximum Sign Area and Height will be increased overall and will be increased on a scale according to number of tenants for better visibility from motorists and the like.

Current Max. Sign Area and Height	Proposed Max. Sign Area and Height
1 or 2 tenants: 32 sf and 10 ft. tall	1 tenant: 32 sf and 20 ft. tall
2 to 3 tenants: 50 sf and 10 ft. tall	2 tenants: 64 sf and 20 ft. tall
4 or more tenants: 100 sf and 15 ft. tall	3 tenants: 96 sf and 20 ft. tall
	4 tenants: 128 sf and 25 ft. tall
	5 or more tenants: 165 sf and 30 ft. tall

While these increases look significant, there are already many signs of these larger sizes around town, permitted by waivers or variances. Since they have proven not to be a detriment to the community or the visual landscape, this size option should be extended to all businesses in Town. These sizes were based on research from the United States Sign Council and provide for ideal visibility for motorists on multi-lane roads at the travel speeds allowed in Town. These signs will be easier to see and read at a glance, thereby ensuring traffic safety.

Setback from the road may be required for signs greater than 64 square feet to provide for proper site distance.

5. Nonpermanent Signs

Banners for temporary use shall be allowed by permit for a time limit determined at the Code Enforcement Officer's discretion. Currently, there is a 10-day limit on banner permits; however, this has proven to not be adequate time. Most businesses use a banner while waiting for a permanent sign to be made. Applicants will be able to discuss their individual circumstances with the Code Enforcement Officer.

Promotional Signs and Decorations pertain to items such as sandwich boards, lawn signs, feather/sail flags and air dancers. While they are restricted under the current

ordinance, many businesses display them anyway, making it a challenge for Code Enforcement. As an alternative to banning these types of promotional items, the proposed ordinance seeks to regulate them in a way that businesses can promote themselves, public right of ways are protected, and can be properly enforced by the Town. The safety of public right of ways is of utmost importance as these temporary materials can come unattached and find their way into roads (especially during inclement weather) and can potentially block sidewalks from pedestrians, especially the handicapped that need an unobstructed path.

By the proposed ordinance, promotional signs and decorations shall be allowed in non-residential districts only, shall be placed on-premises only, must have a separation of 20 to 30 feet apart, must have a 4 foot wide unobstructed path if in the pedestrian right of way, and shall be displayed during business hours only (must be stored indoors or removed from the premises when the business is closed).

Section G.2. Special Sale and Promotional Events will be repealed from the ordinance. This section regulates that temporary signs in windows (such as weekly grocery store promotions) must be rotated every 10 days. It also regulates streamers and banners for temporary use. The proposed ordinance would allow window promotional signs to be at the discretion of the business, and would adhere streamers and banners to the "Promotional Signs and Decorations" regulations.

Seasonal Signs will be addressed in a new addition to the ordinance. They would be allowed by permit, as they are currently, but they would be allowed more signage and larger signage (multiple signs of any type, provided the total of all sign areas does not exceed 32 square feet).

Portable Signs will be continue to be allowed by permit, but must be on-premises only and shall not display off-site advertising.

Political Signs will not change and will comply with RSA 664:17. The text of this RSA will be added to the ordinance.

6. Illuminated Signs & Electronic Signs

The Illuminated Sign and Electronic Sign sections from the Development Regulations will be added to the Zoning Ordinance, so that the information will all be in one place. The time period for rotating electronic messages will be reduced from 15 seconds to 8 seconds, allowing businesses with electronic signs to display messages at a faster rate.

For full text of the proposed Sign Ordinance, please visit the Planning Board webpage at Hooksett.org or contact the Community Development Department, 268-0279, jduffy@hooksett.org.

The Hooksett Sign Committee endorses this proposed ordinance. The Sign Committee, with the assistance of the Community Development Department, worked on the proposed Sign Ordinance over a four-month period. The Committee based their decision-making on data-driven sign research and other communities' sign ordinances. They also enlisted the help of sign companies and held a public forum. The goal was to strike a balance between business-friendly and community-minded. The Sign Committee feels that this proposed ordinance meets this goal.

Sign Committee

Tom Walsh, Chair
David Scarpetti, Vice-Chair
Dick Marshall
Matt Mercier
Chris Pearson
Mark Sanborn
Don Winterton
Leslie Boswak

Staff Support

Jo Ann Duffy, Town Planner
Carolyn Cronin, Assistant Planner
Matthew Lavoie, Code Enforcement Officer
Evelyn Horn, Building Administrative Assistant

ARTICLE 20

SIGNS

(Amended 2014)

A Permit Required

No sign shall be permitted in the Town of Hooksett, except in accordance with this Ordinance. No sign, other than those specified in Sections E.1., E.3., and E.6. of this Article, shall be erected or placed, nor shall any existing sign be altered in structure or material, relocated or replaced, in the Town without issuance of a permit by the Code Enforcement Officer after he has satisfied himself that the sign will meet all the requirements of this Article. Application for a sign permit shall include plan, sketches, photographs, and written information adequate to clearly identify the size, materials, message, and location of the sign.

1. Definitions

- (a) **Address Sign:** The street address shall be included at the topmost part of a directory/monument sign and shall be illuminated if logo and lettering are illuminated at night. Address shall measure approximately three and one-half (3.5) to four (4) inches.
- (b) **Animated or Moving Sign:** Any sign that has moving or rotating components, flashing lights, or special materials to illustrate action or create a special effect or scene.
- (c) **Awning Sign:** A sign that is mounted, painted, or attached to an awning or other window or door canopy.
- (d) **Banner Sign:** A temporary sign of lightweight material (paper, plastic or fabric) hung either with or without frames.
- (e) **Canopy Eaveline; Eaveline:** The bottom of the roof eave or canopy eave. An eave as defined herein does not include the parapet of a flat roof building. (See Figure 20 (1))
- (f) **Center Identification Sign:** A freestanding sign that is either a monument or directory type. (See Figure 20 (2)).
- (g) **Direct Lighting:** Illumination resulting from light emitted directly from a lamp, luminary, or reflector and is not light diffused through translucent signs or reflected from other surfaces such as the ground or building faces.
- (h) **Directional Sign:** Sign limited to directional messages necessary for on-site public safety and convenience such as "one way," "entrance," or "exit;" no greater than four (4) square feet. May include business logo.
- (i) **Directory Sign:** A separate structure supported from the sides used for identification of the business or center as a whole and for listing the major tenants and their building numbers/address numbers. (See Figure 20 (2))
- (j) **Double-Faced Sign:** A single, freestanding structure designed with the intent of providing advertising on both sides.
- (k) **Height of Sign:** The greatest vertical distance measured from the finished ground below the middle of the sign to the highest element of the sign.
- (l) **Identification Sign:** Sign that illustrates the name, name and logo, type of business, or identifies a particular establishment.
- (m) **Illuminated Sign:** A sign lit with either an internal or external artificial light source.

- (n) **Indirect Lighting:** Illumination that is so arranged that the light is reflected from the sign to the eyes of the viewer.
- (o) **Internally Illuminated:** A sign illuminated directly or indirectly by a light fixture located within the sign structure. Internal illumination includes illumination designed to project light against the surface behind the sign lettering or graphic, commonly referred to as backlit channel lettering or halo lighting.
- (p) **Monument Sign:** A separate structure, commonly known as a ground sign, supported from grade to the bottom of the sign with a base or wall that is larger than the sign. Used for identification of the business or center as a whole and for listing the major tenants and their building numbers/address numbers. (See Figure 20 (2))
- (q) **Nonconforming Sign:** A legally established sign that fails to conform to the regulations as presented or referenced herein.
- (r) **Nonpermanent Sign:** A temporary, changeable, moveable sign designed to be transported, including, but not limited to, signs to be transported on wheels. Includes portable marquis-style signs and electronic or digital message signs.
- (s) **Sign:** Any device, display, structure, or part thereof, visible from a public place, which is used to advertise, identify, display, or attract attention to or communicate information about products, accommodations, services, or activities.
- (t) **Sign Area:** The entire face, including the surface and any molding, framing, and projections, but not including the base, wall or column supports. Individual letters and logos mounted on a building shall be measured by the area enclosed by four (4) straight lines outlining each word and logo.
- (u) **Wall Sign:** A sign fastened or painted onto a wall.
- (v) **Window Sign:** A permanent sign affixed to a window or door or any other sign inside the building containing a message legible from the public right-of-way or adjacent property clearly intended for public recognition outside the building.

B Location of Signs

1. No part of any sign shall be located in or over the public Right-of Way, except for traffic control devices and directional signs authorized by the Town or State agencies.
2. No sign in a Non-Residential District shall be located within twenty-five (25) feet of a Residential boundary.
3. Outdoor advertising signs or structures designated for any other purpose than to direct attention to a use contained on the premises, where such a sign or structure is located, are not permitted in any district. Existing legally authorized, installed and maintained off-premises signs shall only be relocated or replaced in accordance with this Article.
4. No sign or signs shall be located or placed where they will interfere with safe sight distance, traffic flow, pedestrian traffic, views or vistas, or any aspect of public safety. Signs or their supports shall not be placed in such position or manner as to obstruct or interfere, either physically or visually, with any fire alarm, police alarm, traffic signal or sign, or any devices maintained by or under public authority; or with vehicular or pedestrian ingress or egress to or from any public or private right-of-way, roadway, driveway, or sidewalk.

C. Signs Permitted in Residential District

1. The following signs shall be allowed by permit, unless noted otherwise:
 - a) Two advertising signs not greater than six (6) square feet each, identifying a permitted use.
 - b) One (1) sign, not greater than twenty (20) square feet identifying a legally maintained, non-conforming use.
 - c) Those signs designated in Section E (1) + (6) of this Ordinance.
2. No signs in these districts shall be placed within five (5) feet of a property line, nor exceed eight (8) feet in height above the surrounding ground surface to the top of the sign, nor shall any part project above the lowest point of the nearest roof line.

D. Signs Permitted in Commercial, Industrial and Multi-Use Districts

Figure 20 (1)

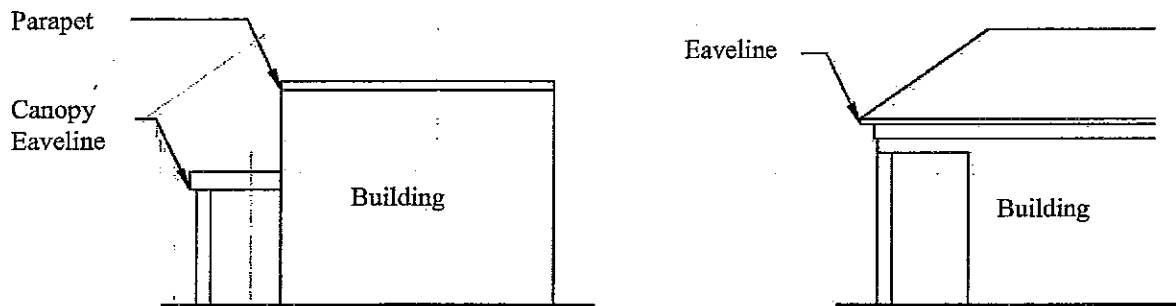
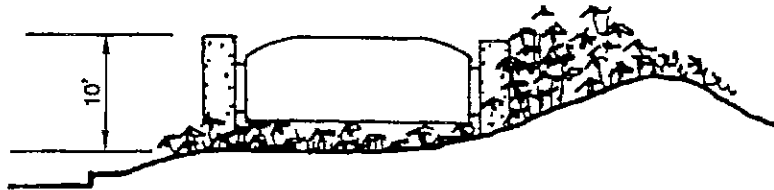
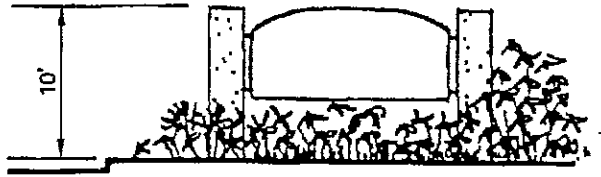
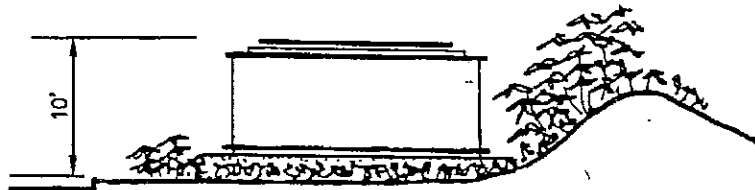
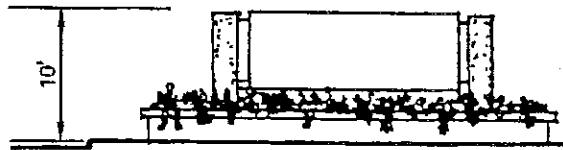


Figure 20 (2) Center Identification Sign (Freestanding)



Directory Type



Monument Type

1. General Provisions

a) Direct and Indirect Lighting

- (1) Direct and indirect lighting methods are allowed provided that they are not unnecessarily bright and consistent with Article 31, Outdoors Lighting Standards of the Hooksett Zoning Ordinance.
- (2) Internally illuminated panels shall be opaque and only the lettering and logo shall appear to be illuminated. (See Figure 20 (3)).
- (3) Externally lit signs shall be illuminated with direct lighting.

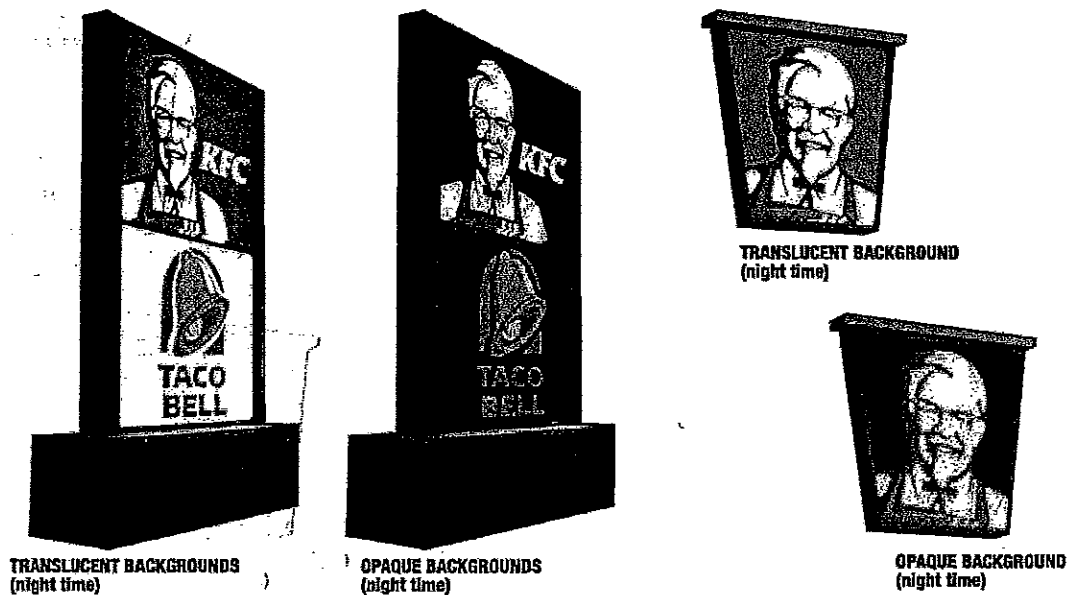
b) Prohibited Signs

- (1) Animated, moving, flashing and noise making signs are not permitted.
- (2) Off premises temporary signs, streamers, and flags, with the exception of flags specified in Section G. 1 of this ordinance.

c) Lettering on a Sign

The letter area, as it relates to the overall sign background area, shall be in proportion. In general, letters shall not appear to occupy more than seventy-five (75) percent of the sign panel area.

Figure 20 (3) Internally Illuminated Panels



2. Identification Sign (Building)

- a) Signs on a building wall or eaveline shall be compatible with the predominant visual elements of the building.

- b) Where there is more than one (1) sign, all signs shall be complementary to each other as follows:
 - (1) Letter size and style of text;
 - (2) Sign support method;
 - (3) Sign configuration;
 - (4) Sign shape and proportion; and
 - (5) Construction materials (text and background surfaces)
 - c) The use of internally illuminated, individually cut letter signs is encouraged.
 - d) All identification signs (building) shall comply with the Table of Wall Sign Standards.
3. Center Identification Sign (Freestanding)
- a) Freestanding signs shall include:
 - (1) The identification of the business or center as a whole; and
 - (2) Major tenant and street address range included within the center.
 - b) A freestanding sign shall be either a monument or directory type sign, (See Figure 20 (2)); no other form of Center Identification Sign shall be allowed.
 - c) A minimum of ten (10) percent of the sign area shall be devoted to the identification of the building or center by name.
 - d) Freestanding monument signs or directory signs shall be placed perpendicular to approaching vehicular traffic.
 - e) All free-standing signs and the premises surrounding same shall be landscaped in an aesthetically pleasing or appropriate manner with hardy plant materials, groundcover, lawn or hard surfaces that will remain attractive throughout the year and be maintained by the owner thereof clear of rubbish and weeds.
4. All Center Identification Signs (Freestanding) shall comply with the Table of Monument/Directory Sign Standards.
5. Awning Signs
- a) Awnings above windows or entryways may include:
 - (1) Business logo, but shall not include lettering or text.
6. Window Signs
- a) No permanent window sign shall occupy more than twenty (20) percent of the area of an individual window area. (See Figure 20 (4)).

Figure 20 (4) Permanent Window Sign

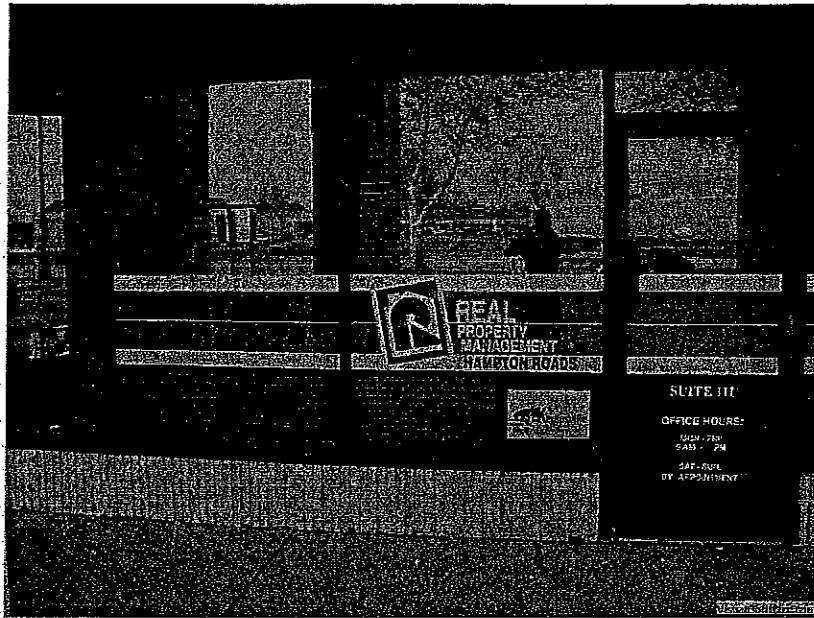


Table of Identification/Wall Sign Standards

Maximum Number of Signs	Allowable Sign Area*	Maximum Sign Height
<p>In buildings where the entire first floor is occupied by a single tenant, that tenant shall be permitted to have a maximum of three (3) wall signs for each road frontage or parking lot frontage on which the building is situated, provided that the total of all sign areas does not exceed the maximum area specified in the "Allowable Sign Area" column of this table.</p>	<p>Allowable sign area shall be determined by one and one-half (1.5) times the building's linear frontage.</p>	<p>Shall not project above eaveline or canopy eaveline.</p>
<p>In buildings with two tenants on the first floor, OR more than two tenants on the first floor, OR multiple tenants on multiple floors, each tenant with a separate public entrance shall be permitted to have a maximum of three (3) wall signs, provided that the total of all sign areas does not exceed the maximum area specified in the "Allowable Sign Area" column of this table.</p>	<p>Allowable sign area shall be determined by one and one-half (1.5) times the unit's linear frontage.</p>	<p>Shall not project above eaveline or canopy eaveline. Shall not project above first floor line or twelve (12) feet, whichever is less.</p>

***Distance Bonus:**

Any wall sign located more than five-hundred (500) feet from the edge of the right-of-way providing frontage may increase the sign area by one and one-half (1.5) square feet times the allowable sign area. In a multi-tenant building, the tenant farthest from the road determines the distance bonus for all other tenants in the building.

Table of Monument/Directory Sign Standards

Number of Building Tenants	Maximum Number of Signs	Maximum Sign Area	Maximum Sign Height
One (1)	One (1) double-faced sign per lot.	Thirty-two (32) square feet per sign face.	Twenty (20) feet above grade.
Two (2)	One (1) double-faced sign per lot.	Sixty-four (64) square feet per sign face.	Twenty (20) feet above grade.
Three (3)	One (1) double-faced sign per lot.	Ninety-six (96) square feet per sign face.*	Twenty (20) feet above grade.
Four (4)	One (1) double-faced sign per lot.	One-hundred and twenty-eight (128) square feet per sign face.*	Twenty-five (25) feet above grade.
Five (5) or more	One (1) double-faced sign per lot	One-hundred and sixty-five (165) square feet per sign face.*	Thirty (30) feet above grade

*Signs greater than sixty-four (64) square feet may be required to have a fifteen (15) foot setback from the road.

E. Nonpermanent Signs

1. Signs for sale or lease of the property:

- (1) A maximum of two (2) signs, with a total area of five (5) square feet in a Residential District or thirty-two (32) square feet in a Non-Residential District shall be allowed by right.
- (2) No permit is required for these signs.
- (3) The signs must relate to the sale or lease of the lot on which they are placed and must be removed upon sale or lease of such property.

2. Banners

- a) Temporary banners shall be allowed by permit for a time limit determined by the Code Enforcement Officer, based on individual circumstances.

3. Promotional Signs & Decorations

(Includes but is not limited to sandwich boards, lawn signs, feather/sail flags, "air dancers", or other non-permanent means of promotion.)

- a) Shall be allowed only in Non-Residential Districts.
- b) Shall be placed on-premises only.
- c) Must have a separation of twenty (20) to thirty (30) feet apart.
- d) Must have a four (4) foot wide unobstructed path if in the pedestrian right-of-way.

- e) Shall be displayed during operating business hours only, and must be stored indoors or removed from the premises when the business is closed.

4. Seasonal Signs

- a) Non-permanent seasonal signs, including but not limited to Farmers' Market, Farm Stand, or Christmas Tree Sales, shall be allowed by permit.
- b) Seasonal signs shall be located on the lot of the applicant only, and shall not be located off-premises.
- c) Multiple signs of any type are allowed provided that the total of all sign areas does not exceed thirty-two (32) square feet.
- d) No seasonal sign shall be placed without a permit. A new permit shall be required, and a new fee charged, for each (30) thirty-day period for the same sign. A maximum of four (4) permits (30-day periods) shall be allowed per year for each business. Four (4) consecutive thirty (30) day periods is permitted. Each seasonal sign application shall specify the date of placement and the date of removal. A sign shall be physically removed from the premises at the end of each permit period.

5. Portable Signs

- a) Portable signs shall be allowed only in Non-Residential Districts and by permit only.
- b) Only one (1) portable sign shall be allowed on a lot at a given time.
- c) Portable signs shall not display off-site advertising or commercial messages.
- d) Portable signs shall not exceed thirty-two (32) square feet in area.
- e) Portable signs shall be located on the business lot only, and shall not be located off-premises.
- f) No portable sign shall be placed without a permit. A new permit shall be required, and a new fee charged, for each thirty (30) day period for the same sign. A maximum of four (4) permits (30-day periods) shall be allowed per year for each business. Four (4) consecutive thirty (30) day periods is permitted. Each portable sign application shall specify the date of placement and the date of removal. A sign shall be physically removed from the premises at the end of each permit period.

6. Political Signs

- a) No political advertising shall be placed on or affixed to any public property including highway rights-of-way or private property without the owner's consent. All political advertising shall be removed by the candidate no later than the second Friday following the election unless the election is a primary and the advertising concerns a candidate who is a winner in the primary. Signs shall not be placed on or affixed to utility poles or highway signs. Political advertising may be placed within state-owned rights-of-way as long as the advertising does not obstruct the safe flow of traffic and the advertising is placed with the consent of the owner of the land over which the right-of-way passes. No person shall remove, deface, or knowingly destroy any political advertising which is placed on or affixed to public property or any private property except the owner of the property, persons authorized by the

owner of the property, or a law enforcement officer removing improper advertising. Political advertising placed on or affixed to any public property may be removed by state, city, or town maintenance or law enforcement personnel. Political advertising removed prior to election day by state, city, or town maintenance or law enforcement personnel shall be kept for one week at a place designated by the state, city, or town so that the candidate may retrieve the items. (per RSA 664:17 Placement and Removal of Political Advertising)

- b) Political signs are not to exceed six (6) square feet in area in Residential Districts nor twelve (12) square feet in area in Non-Residential Districts. Such signs are permitted, no sooner than thirty (30) days prior to a primary, regular, or special election.
- c) No permit is required for these signs, but they must conform to all requirements of Sections B and G.2. of this Article.
- d) All political advertising signs shall, at all times, be in complete compliance with applicable State and Federal laws regulating same. *(Amended 5/13/03)*

F. Signs for Special Events and Non-Profit Organizations

1. Non-Profit Events

- a) Temporary signs for public, neighborhood, or institutional events occurring within the Town shall be allowed by right for a period not to exceed twenty (20) days.
- b) The signs shall be placed only in Non-Residential Districts and shall be limited to thirty-two (32) square feet in area per lot on which a sign is placed. Except that two additional signs, not exceeding six (6) square feet, may be placed on a site if the event is to occur in a Residential District.
- c) A permit shall be required for each sign and shall state the dates of placement and removal. The date of placement shall not precede the event by more than ten (10) days and the date of removal shall be the last day of the event.
- d) Temporary signs for yard sales and all similar sales, as described in the Yard Sale Ordinance #00-22, may be placed in accordance with this section.
 - (1) There shall be no fee charged.
 - (2) All pertinent requirements of this Article shall be adhered to, such as, location, size, number, etc.
 - (3) The maximum duration of placement of such signs shall be three (3) days at any one time and no longer than six (6) days per calendar year.
 - (4) There shall be no more than two (2) signs per yard sale and each sign shall not exceed six (6) square feet in size.

G. Sign Movement and Illumination

- 1. No sign shall move or create an illusion of movement through shimmering or rippling. Nor shall any sign contain parts which move except those parts unrelated to advertising

and which indicate only date, time, and temperature. No strings of flags or streamers or banner shall be permitted with the exception of State or National Governmental flags. One (1) flag, with measurements no greater than three (3) feet by five (5) feet, with the word "Open" printed on the flag will be allowed for each business.

2. No sign shall be intermittently illuminated nor of a traveling, or tracing, light type. No sign shall contain or be illuminated by animated or flashing lighting except those parts which indicate only date, time and temperature.
3. No sign or related lighting fixture shall be so placed as to create a hazard to vehicles traveling within the public right-of-way, nor as to be a nuisance to any abutting residence.
4. Signs shall comply with Sections 16.10 Illuminated Signs and 16.11 Electronic Signs of the Town of Hooksett Development Regulations, which state:

16.10 Illuminated Signs

It is the intent of this section to allow illuminated signs but to ensure that they do not create glare or unduly illuminate the surrounding area. All signs in Hooksett shall meet the requirements of Article 20 of the Hooksett Zoning Ordinance. The applicant shall provide the Planning Board with sufficient technical and design information to demonstrate that the following provisions are met, which shall include the following:

- 1) The average level of illumination shining onto the vertical surface of the sign shall not exceed 10 foot-candles, and the uniformity ratio shall be at least 20:1.
- 2) The lighting fixtures illuminating signs shall be carefully located, aimed, and shielded so that the light is directed only onto the sign façade. Lighting fixtures shall not be aimed toward adjacent streets, roads, or properties.
- 3) Light fixtures illuminating signs shall be of the type such that the light source (bulb) is not directly visible from adjacent roads, streets or properties.
- 4) To the extent practicable, fixtures used to illuminate signs shall be top mounted and directed downward. (i.e. below the horizontal).
- 5) Internally Illuminated, Free-Standing Signs: In order to prevent internally illuminated signs from becoming light fixtures in their own right, it is the intent of this section that such signs consist of light lettering or symbols on a dark background.
 - a) The lettering or symbols shall constitute no more than forty (40) percent of the surface area of the sign.
 - b) The luminous transmittance for the lettering symbols shall not exceed thirty five (35) percent.
 - c) The luminous transmittance for the background portion of the sign shall not exceed fifteen (15) percent.
 - d) Light sources shall be fluorescent tubes, spaced at least twelve (12) inches on center, mounted at least 3.5 inches from the translucent source material.

16.11 Electronic Signs

Electronic Signs, Electronic Message Display Signs shall be subject to the following criteria:

- 1) Electronic Message Displays shall display static messages for a period not less than 8 seconds;
- 2) Transitions from one static message to the next static message may include the use of frame effects, so long as such effects do not utilize flashing, scrolling or in any manner imitate movement;

3) Electronic Message Displays shall have automatic dimming technology which automatically adjusts the sign's brightness levels. The daytime brightness shall not exceed 7,500 nits and the nighttime brightness shall not exceed 500 nits.

4) The owner/installer of Electronic Message Displays shall certify as part of the application that signs will not exceed the brightness levels noted in item 16.10 c. above.

H. Construction Requirements

The materials and construction of any sign shall be in accordance with the Hooksett Building Code and/or such other requirements as the Code Enforcement Officer shall dictate.

All signs and their supporting structures shall be maintained in a safe, neat, and legible condition or may be ordered removed by the Code Enforcement Officer. A separate Electrical Permit shall be required for the installation and connection of any sign erected. No sign shall be painted directly onto any building, wall or roof, or onto any fence or similar structure. No sign shall be affixed to any tree, utility pole, rock or other similar object.

I. Existing Signs – Amended 05/08/07

1. All sign structures that are legally in existence at the time of adoption of this Article are grandfathered regarding subsequent zoning changes.
2. Any proposed change to the sign structure (height, width, foundation, etc.) shall require that all parts of the sign and its structure come into conformance with the existing zoning ordinance.
3. If any change to the lettering on an internally illuminated sign involves the removal of the background panel on which the lettering is placed, then the background panel shall become opaque (not translucent) and the lettering shall become illuminated.
4. Signs may be replaced only with a conforming sign or signs, regardless of how the original sign was approved or erected.
5. A new or separate permit will be required to change, alter, add or otherwise modify any signs within the Town of Hooksett.
6. Nothing in these sections shall be construed to prohibit the normal maintenance and upkeep of legally existing and conforming signs, in so far as they retain their existing sign, configuration, etc.

J. Fees

The fee for each sign permit shall be established by the Town Council with the recommendation of the Hooksett Planning Board.

(end of Article 20)



Staff Report
Main Street Bridge Project
April 9, 2014

AGENDA NO. 14-031
DATE: 4/9/14
4/23/14

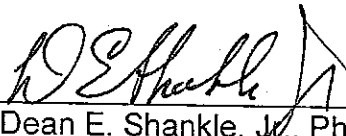
Background: The Council had a public hearing jointly with representatives of the State of New Hampshire on their Main Street Bridge project at your March 12, 2014 meeting. A number of issues were raised and the representatives of the state said they would get back to Council with further information.

Issue: How the bridge work was going to be done, both in terms of planning and implementation.

Discussion: They sent emails with responses to questions, questions for the council and various departments and boards in town and a municipal work zone agreement that they would like the Council to authorize me to sign.

Recommendation: Discuss and take actions you feel appropriate.

Prepared by: Town Administrator



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

Dean Shankle

From: David Scott <DScott@dot.state.nh.us>
Sent: Wednesday, March 26, 2014 12:21 PM
To: Dean Shankle
Cc: Jason Tremblay
Subject: RE: Hooksett 28435 - Bridge Rehabilitation Project on Main Street over Riverside Street, Merrimack River and B&M RR

Hi Dean,

Jason and I met with our Front Office yesterday to review the project and to discuss the issues identified at our meeting with the Town officials. Unfortunately, the meeting yesterday did not provide closure to all the issues. A summary of the issues, and the manner in which the Department plans to proceed, are outlined below:

- Protective screening - We have been directed to adhere to our current guidelines regarding installation of protective screening. I initiated the discussion by focusing on the screening over Riverside Street and conveyed the Town's concern with the visual appearance of the screening in a local, historic residential area. I also framed the topic with the hypothetical possibility of the Town executing an Agreement accepting all liability associated with eliminating this screening in this area. However, our Assistant Commissioner believes that we should not make any exceptions to our screening guidance, even if Hooksett were to provide a waiver of liability, as it is a matter of public safety. If an incident were to occur with debris or other items dropping onto motorists below, NHDOT would still become involved in any legal actions brought to assign liability, and thus we should follow our established guidelines. For these reasons, this project will include installation of protective screening for the portion of this bridge over Riverside Street. There was little discussion regarding the screening over the railroad, since the railroad owner desires this protection. Therefore, the protective screening will be installed there, as well.
- Traffic control - There was also closure on the option for allowing two-way traffic on the bridge, for narrow vehicles only, during construction activities. However, the Department has significant concerns with this option due to the vertical and horizontal curvature road alignment on the bridge, which would exacerbate potential conflicts between vehicles using this narrow travelway, as well as our concern regarding enforcement of the prohibition of "larger" vehicles other than passenger vehicles and pickup trucks, e.g., regular delivery trucks, gravel trucks, etc. Clearly, this presents a safety concern and the Department will not pursue this alternative.
- Additional traffic control options - Based on the results of the issues outlined above, we began to reevaluate the options that were presented at the March 12 Hooksett Town Council Meeting to explore potential options for traffic control, the duration of construction activities, and overall project costs. That reevaluation is continuing, and I will contact you again when these discussions have concluded to present and discuss this additional information.

I recognize that the resolution to the protective screening and the two-way traffic option are not what the Town hoped to receive. However, we trust that you can appreciate the Department's responsibility to motorist safety as it pertains to this project.

If you wish to discuss any of these matters, please feel free to contact me.

Regards,

David L. Scott, PE
In-House Design Chief
Bureau of Bridge Design - NHDOT
(603)271-2731
(603)271-2759 fax
dscott@dot.state.nh.us

From: David Scott
Sent: Friday, March 14, 2014 4:00 PM
To: 'Dean Shankle'
Cc: Jason Tremblay
Subject: RE: Hooksett 28435 - Bridge Rehabilitation Project on Main Street over Riverside Street, Merrimack River and B&M RR

Hi Dean,

Regarding the MWZA, I neglected to ask you to print 3 copies and sign each. Then, if you mail them to me, our Commissioner will sign. He will keep a copy. I will get one copy inserted into the contract so that the Contractor is aware of our understanding, and I will return a copy to you.

But again, feel free to call with any comments or concerns.

Thanks,

David Scott

From: David Scott
Sent: Friday, March 14, 2014 12:38 PM
To: 'Dean Shankle'
Cc: Jason Tremblay
Subject: RE: Hooksett 28435 - Bridge Rehabilitation Project on Main Street over Riverside Street, Merrimack River and B&M RR

Hi Dean,

Here is the official copy of the Municipal Work Zone Agreement for Hooksett's consideration. It is unchanged from what I sent on Wednesday except that the watermark is removed. As I mentioned Wednesday night, feel free to ask follow-up questions, and please discuss this with the Police Chief.

Jason and I will brief our Front Office on the Town's desire for two way traffic and signage to prevent truck traffic. I expect we will have this discussion on Monday, March 24.

Regarding two way traffic, at Wednesday's meeting I mentioned my concern with enforcement of a truck ban. I believe that someone suggested that DOT should have the State Police assist with vigilant enforcement. I don't recall how the conversation proceeded, but I neglected to come back to that subject to point out that DOT has no ability to direct the State Police, which work under the Department of Safety. Therefore, if we *were* to place signs to restrict trucks, the only enforcement that Hooksett could count on would be from Hooksett's own police force.

I have also asked if it is even legal for DOT to exclude a tax-paying truck from a road. The preliminary answer is that DOT can exclude a subset of the traffic, and that it is not different than placing a weight restriction on a bridge. However, and still preliminarily, we can't exclude some vehicles of a given width but include others. The example was that we

could not exclude gravel trucks but allow milk trucks. The individual with whom I discussed this believes he can locate an RSA that would clarify the situation. Assuming he is correct, if we were to allow 2-way traffic but exclude vehicles wider than, say, 8'-0", it is possible that bus traffic would be prevented. (Fire trucks would not be excluded because they will be able to pre-empt the signals.)

Jason and I will also discuss with our Front Office the Town's desire that we not place fencing on the bridge. I *think* that NHDOT *might* not place snow fence over Riverside Street if the Town were to provide the State with a formal request, or perhaps with the Town accepting liability for Riverside Street from objects/snow coming over the rail. However, I'm less than certain that the Railroad will be willing to consider such a request.

Also regarding fencing, I misspoke on Wednesday night. NHDOT does place the 9' fencing with the curved top along sidewalks over roads and railroads (details at <http://www.nh.gov/dot/org/projectdevelopment/bridgedesign/detailsheets/documents/BR-PROSCREEN.pdf>) but our snow fence is 5' (I believe I said it was 4') (details at <http://www.nh.gov/dot/org/projectdevelopment/bridgedesign/detailsheets/documents/BR-SNOWSCREEN.pdf>) and over the railroad we place a 9' vertical fence on a non-sidewalk side (same detail sheet as 9' fencing with the curved top).

I will know more after the anticipated March 24 meeting, but I wanted to present these thoughts to let you think through some of the possibilities. If you have any insight to these issues, I'd appreciate hearing from you.

I will follow up with you after March 24.

Regards,

David L. Scott, PE
In-House Design Chief
Bureau of Bridge Design - NHDOT
(603)271-2731
(603)271-2759 fax
dscott@dot.state.nh.us

Dean Shankle

From: James Sullivan
Sent: Friday, March 28, 2014 10:54 PM
To: Jonathan Evans
Cc: Dean Shankle
Subject: RE: NHDOT Project - Hooksett, 28435 - Main St/Merrimack River Bridge Rehabilitation (Town Council)

I will have this email discussed at our next council meeting and poll the full board with appropriate answers. I have included our Administrator in this response so he can include it on our agenda thanks Mr Evans

From: Jonathan Evans [JEvans@dot.state.nh.us]
Sent: Friday, March 28, 2014 11:08 AM
To: James Sullivan
Subject: NHDOT Project - Hooksett, 28435 - Main St/Merrimack River Bridge Rehabilitation (Town Council)

Dear Mr. Sullivan,

The NH Department of Transportation is planning the rehabilitation of the Main St. Bridge (Bridge # 080/148) over the Merrimack River, Riverside St. and the B & M Railroad in Hooksett. The proposed rehabilitation is anticipated to include removing and replacing the asphalt pavement and adhesive membrane, making any necessary concrete deck repairs, and replacing the expansion joints. The project may also include the repair and/or replacement of the shoes supporting the girders on top of the abutments and piers, resurfacing of the bridge approaches, the installation of snow fence over Riverside St. and the installation of protective fencing over the B & M Railroad. All work will be contained within the limits of the existing right-of-way and no impacts to the Merrimack River are anticipated. Attached for your use are two location maps.

Engineering studies have been initiated to refine the scope and limits of work necessary for this project. The Department's Bureau of Environment is in the process of evaluating the potential environmental impacts associated with the project. To assist in this evaluation, I am asking that you provide comments relative to the project's potential impacts on environmental, social, economic, or cultural resources, by responding to the following questions.

1. Are there any existing or proposed community or regional plans that might have a bearing on this project?
2. Are there any natural resources of significance in the vicinity of the project? (e.g. prime wetlands, floodplains, rare species, etc.)
3. Are there any cultural resources of significance in the vicinity of the project? (e.g. stonewalls, cemeteries, historical or archeological resources, etc.) *Please note that Section 106 of the National Historic Preservation Act offers those that possess a direct interest in historical resources, including town officials, Historical Societies, and Historical Commissions, an opportunity to become more involved in an advisory role during project development as "Consulting Parties." Those interested should contact the Department.*
4. Are there any public parks, recreation areas, conservation lands, or wildlife/waterfowl refuges in the vicinity of the project? Have Land & Water Conservation Funds been used in the project area?
5. Are there any locally or regionally significant water resources or related protection areas in the project vicinity? (e.g. public water supplies, wellhead protection areas, aquifer protection districts, etc.)

6. Are there any water quality concerns that should be addressed during the development of this project? (e.g. stormwater management, NPDES Phase II, impaired waters, etc.)
7. Are you aware of any existing or potential hazardous materials or contaminants in the vicinity of the project? Are there asbestos landfills or asbestos containing utility pipes located within the project limits?
8. Do you have any environmental concerns not previously noted (e.g. noise impacts, farmland conversion, etc.) that you feel the Department should be aware of for this project?
9. Will the proposed project have a significant effect upon the surrounding area? If so, please explain.
10. Are you aware of any existing roadside populations of non-native invasive plant species (such as Japanese knotweed, phragmites, or purple loosestrife) in the project area?

This letter has been sent to the following departments, boards, and/or commissions:

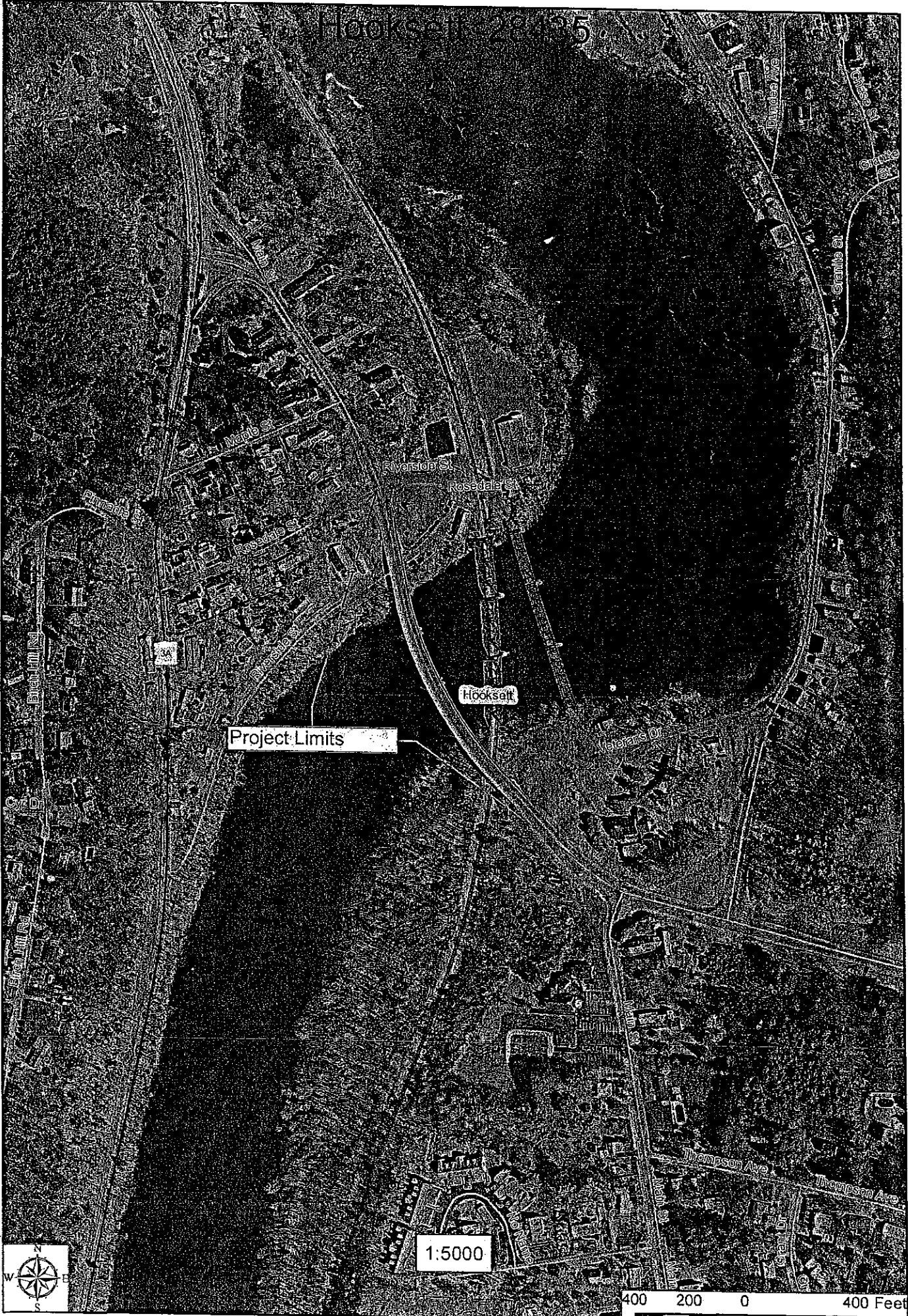
- Town Administrator
- Conservation Commission
- Heritage Commission
- Historical Society
- Town Planner
- Public Works
- Fire Department/Emergency Management
- Police Department

Please feel free to contact me if you have any questions or require further information regarding the above referenced project. Thank you for your assistance.

Sincerely,
Jon Evans

~~~~~  
Jonathan Evans  
Air & Noise Program Manager  
NH Department of Transportation  
Bureau of Environment  
7 Hazen Dr., PO Box 483  
Concord, NH 03302-0483  
Email: [jevans@dot.state.nh.us](mailto:jevans@dot.state.nh.us)  
Phone: (603)271-4048  
Fax:(603)271-7199

# Hooksett 2015



Project Limits

Hooksett

1:5000



400 200 0 400 Feet

Hooksett 28435

28

Allenstown

Bow

Hooksett

Project Location

Hooksett

1:40000



4,000 2,000 0 4,000 Feet

Garrett

## Dean Shankle

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**From:** David Scott <DScott@dot.state.nh.us>  
**Sent:** Friday, March 14, 2014 12:38 PM  
**To:** Dean Shankle  
**Cc:** Jason Tremblay  
**Subject:** RE: Hooksett 28435 - Bridge Rehabilitation Project on Main Street over Riverside Street, Merrimack River and B&M RR  
**Attachments:** 28435Municipal Work Zone Agreement (MWZA).pdf

Hi Dean,

Here is the official copy of the Municipal Work Zone Agreement for Hooksett's consideration. It is unchanged from what I sent on Wednesday except that the watermark is removed. As I mentioned Wednesday night, feel free to ask follow-up questions, and please discuss this with the Police Chief.

Jason and I will brief our Front Office on the Town's desire for two way traffic and signage to prevent truck traffic. I expect we will have this discussion on Monday, March 24.

Regarding two way traffic, at Wednesday's meeting I mentioned my concern with enforcement of a truck ban. I believe that someone suggested that DOT should have the State Police assist with vigilant enforcement. I don't recall how the conversation proceeded, but I neglected to come back to that subject to point out that DOT has no ability to direct the State Police, which work under the Department of Safety. Therefore, if we *were* to place signs to restrict trucks, the only enforcement that Hooksett could count on would be from Hooksett's own police force.

I have also asked if it is even legal for DOT to exclude a tax-paying truck from a road. The preliminary answer is that DOT can exclude a subset of the traffic, and that it is not different than placing a weight restriction on a bridge. However, and still preliminarily, we can't exclude some vehicles of a given width but include others. The example was that we could not exclude gravel trucks but allow milk trucks. The individual with whom I discussed this believes he can locate an RSA that would clarify the situation. Assuming he is correct, if we were to allow 2-way traffic but exclude vehicles wider than, say, 8'-0", it is possible that bus traffic would be prevented. (Fire trucks would not be excluded because they will be able to pre-empt the signals.)

Jason and I will also discuss with our Front Office the Town's desire that we not place fencing on the bridge. I *think* that NHDOT *might* not place snow fence over Riverside Street if the Town were to provide the State with a formal request, or perhaps with the Town accepting liability for Riverside Street from objects/snow coming over the rail. However, I'm less than certain that the Railroad will be willing to consider such a request.

Also regarding fencing, I misspoke on Wednesday night. NHDOT does place the 9' fencing with the curved top along sidewalks over roads and railroads (details at <http://www.nh.gov/dot/org/projectdevelopment/bridgedesign/detailsheets/documents/BR-PROSCREEN.pdf>) but our snow fence is 5' (I believe I said it was 4') (details at <http://www.nh.gov/dot/org/projectdevelopment/bridgedesign/detailsheets/documents/BR-SNOWSCREEN.pdf>) and over the railroad we place a 9' vertical fence on a non-sidewalk side (same detail sheet as 9' fencing with the curved top).

I will know more after the anticipated March 24 meeting, but I wanted to present these thoughts to let you think through some of the possibilities. If you have any insight to these issues, I'd appreciate hearing from you.

I will follow up with you after March 24.

Regards,

David L. Scott, PE  
In-House Design Chief  
Bureau of Bridge Design - NHDOT  
(603)271-2731  
(603)271-2759 fax  
[dscott@dot.state.nh.us](mailto:dscott@dot.state.nh.us)

**MUNICIPAL WORK ZONE AGREEMENT  
FOR  
KEENE**

STATE PROJECT: 28435  
FEDERAL PROJECT: X-A003(751)

THIS AGREEMENT, executed in *triplicate*, made and entered into this \_\_\_\_\_ day of March 2014, between the New Hampshire Department of Transportation, hereinafter called the "DEPARTMENT" and the Town of Hooksett, hereinafter called the "TOWN".

WITNESSETH that,

WHEREAS, the DEPARTMENT will be rehabilitating the bridge carrying Main Street over the Merrimack River, the Railroad, and Riverside Street;

WHEREAS, The State Legislature has delegated the Commissioner of the DEPARTMENT with full authority to control traffic in highway/bridge construction work zones on Class I, II, and III highways; RSA 228:21, 236:1, and 228:37;

WHEREAS, The Department intends to use a combination of flaggers and/or uniformed officers, as appropriate, to control traffic and ensure public and worker safety; and

NOW, THEREFORE, in consideration of the above premises, it is mutually agreed as follows:

- A. The DEPARTMENT shall construct project Hooksett 28435 to rehabilitate aforementioned bridge.
- B. The DEPARTMENT will be responsible for the management and operation of the highway throughout the duration of the construction of the project. This includes the authority to determine the most appropriate way to control traffic within the construction work zone limits of the project.

IN WITNESS WHEREOF, the parties here have affixed their signatures, the Town of Hooksett, New Hampshire, on this \_\_\_\_\_ day of March, 2014, and the Department of Transportation on this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**NEW HAMPSHIRE DEPARTMENT OF  
TRANSPORTATION**

**TOWN OF HOOKSETT**

By: \_\_\_\_\_  
COMMISSIONER

By: \_\_\_\_\_  
(Town Administrator)

cc: Police Chief

**MUNICIPAL WORK ZONE AGREEMENT  
FOR  
KEENE**

STATE PROJECT: 28435  
FEDERAL PROJECT: X-A003(751)

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WITNESSETH that,

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WHEREAS, The Department intends to use a combination of flaggers and/or uniformed officers, as appropriate, to control traffic and ensure public and worker safety; and

NOW, THEREFORE, in consideration of the above premises, it is mutually agreed as follows:

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IN WITNESS WHEREOF, the parties here have affixed their signatures, the Town of Hooksett, New Hampshire, on this \_\_\_\_\_ day of March, 2014, and the Department of Transportation on this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**NEW HAMPSHIRE DEPARTMENT OF  
TRANSPORTATION**

**TOWN OF HOOKSETT**

By: \_\_\_\_\_  
COMMISSIONER

By: \_\_\_\_\_  
(Town Administrator)

cc: Police Chief



Staff Report  
**RESIDENTIAL AND BUSINESS BURGLARY, ROBBERY  
AND PANIC ALARMS  
ORDINANCE #00-27  
April 9, 2014**

**Background:** The Residential and Business Burglary, Robbery and Panic Alarm ordinance was adopted on January 24, 1996. There have been no changes to the ordinance since adopted.

**Issue:** There are sections of the ordinance adopted in 1996 that need updating and sections that no longer apply such referencing the former Hooksett Police Commission and the installation or housing of direct alarm reporting equipment in the communication center. The proposed ordinance is a complete revision.


**Discussion:** The ordinance governs burglary, robbery, and panic alarm systems, requires permits, establishes fees, provides for penalties for violations, establishes a system of administration, and sets forth conditions for suspension or loss of permit.

**Fiscal Impact:** There is no fiscal impact associated with this ordinance. The alarm ordinance will generate revenue from permit fees and false alarm response charges.

**Recommendation:** That the Hooksett Town Council vote to adopt the changes to the alarm ordinance as proposed.

**Prepared by:** Captain Jon A. Daigle

**Town Administrator Recommendation:** Discuss and, if any Councilor wants to move forward begin normal process.

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

# Residential and Business Burglary, Robbery and Panic Alarms

## Ordinance #00-27

### GENERAL REFERENCES

#### Section 1. Purpose.

- A. The purpose of this chapter is to encourage alarm users and alarm businesses to assume increased responsibility for maintaining the mechanical reliability and the proper use of alarm systems, to prevent unnecessary police emergency response to false alarms and thereby to protect the emergency response capability of the Town from misuse.
- B. This chapter governs burglary, robbery, medical alarm systems, requires permits, establishes fees, provides for discontinuation of police response to alarms and provides for punishment of violations.

#### Section -2. Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

##### **ALARM BUSINESS**

The business by any individual partnership, corporation, or other entity of selling, leasing, maintaining, servicing, repairing, altering, replacing, moving or installing any alarm system or causing to be sold, leased, maintained, serviced, repaired, altered, replaced, moved or installed any alarm system in or on any building, structure or facility.

##### **ALARM SYSTEM**

Any assembly of equipment, mechanical or electrical, arranged to signal the occurrence of an illegal entry, fire, medical emergency or other activity requiring urgent attention and to which police, fire, or medical personnel are expected to respond.

##### **ALARM USERS**

The person, firm, partnership, association, corporation, company or organization of any kind which owns, controls or occupies any building, structure or facility wherein an alarm system is maintained.

##### **AUTOMATIC DIALING DEVICE**

A device, which is interconnected to a telephone line and is programmed to select a predetermined telephone number and transmit by code signal an emergency message indicating a need for emergency response. Such a device is an alarm system.

##### **HOOKESETT POLICE DISPATCH**

The Town facility used to receive emergency and general information from the public to be dispatched to the Police and or emergency services.

**BURGLARY ALARM SYSTEM**

An alarm system signaling an entry, or attempted entry into the area protected by the system.

**CENTRAL ALARM COMPANY**

An alarm business that interconnects an alarm system to its own trunk lines and then calls the Hooksett Emergency Dispatch using a human being instead of an automatic dialing device.

**FALSE ALARMS**

An alarm signal, eliciting a response by police, fire or medical personnel when a situation requiring a response does not in fact exist, but does not include an alarm signal caused by violent conditions of nature or other extraordinary circumstances not reasonably subject to control by the alarm business operator or alarm user.

**INTERCONNECT**

To connect an alarm system including an automatic dialing device to a telephone line, either directly or through a mechanical device that utilizes a telephone, for the purpose of using the telephone line to transmit a message upon the activation of the alarm system.

**MEDICAL ALARM SYSTEM**

An alarm system signaling a medical condition needing immediate emergency response for an occupant of the area protected by the system.

**PERMIT HOLDER**

The person designated in the application who is responsible for responding to alarms and giving access to the site, and who is responsible for proper maintenance and operation of the alarm system and payment of fees.

**POLICE CHIEF**

The head of the Hooksett Police Department or his/her designee.

**PRIMARY TRUNK LINE**

A telephone line serving the Hooksett Emergency Dispatch that is designated to receive emergency calls.

**ROBBERY ALARM SYSTEM**

An alarm system signaling a robbery or attempted robbery.

**SOUND EMISSION CUTOFF FEATURE**

A feature of an alarm system which will cause an audible alarm to stop emitting sound.

**SYSTEM RECOVER OPERATIVE**

When the alarm system is capable of eliciting a response by police, fire, or medical personnel.

**Section-3. Permit required.**

- A. Every alarm user interconnecting an automatic dialing device to the Hooksett Police Dispatch shall have an alarm user's permit for each system from the Police Chief.

- B. A yearly permit fee, established by the Town Council, shall be \$25.00 per permit.
- C. An application form signed and approved by the Chief will serve as a permit.

**Section -4. Permit Duration and Renewal.**

A permit expires annually on December 31, and must be renewed for a new year period by submitting an updated application to the Chief. It is the responsibility of the permit holder to submit an application prior to the permit expiration date. Failure to renew will be classified as use of non-permitted alarm system, citations and penalties shall be assessed without waiver.

**Section-5. Fines for excessive false alarms.**

- A. Fines will be assessed by the Police Chief to the alarm user for excessive false alarms during any twelve-month period beginning on January 01 of each year as follows:

- (1) Third alarm: \$75.
- (2) Fourth alarm: \$100.
- (3) Fifth false alarm: \$150.
- (4) Sixth false alarm: \$200.
- (5) Any additional false alarms: \$300.

- B. The alarm owner or occupant of a building serviced by an alarm will be notified of a false alarm either in person by responding police personnel, written notice, or regular mail. If the fine has not been received within 30 days of notice and there is no appeal pending on the validity of the alarm, the Police Chief may initiate the no-response or disconnect process and may also initiate the enforcement of penalties.
- C. The Police Chief has the right to waive any or all false alarm assessments if he or she determines it to be in the best interest of the Town of Hooksett.

**Section-6. No-response or disconnect order for excessive false alarms.**

- A. The Police Chief or his/her designee may order no-response and/or disconnect after six false alarms in a calendar year or failure to pay a fine within 30 days. The Police Chief will advise the alarm user that there may be no emergency response, if serviced by a central alarm company or the Town of Hooksett may disconnect the alarm system if interconnected to the Hooksett Police Dispatch. If a disconnect or no-response is initiated, reinstatement can be made by the Police Chief or his/her designee upon payment of fines or penalties and/or a finding that a reasonable effort has been made to correct the false alarms.

- B. The Police Chief or his /her designee may also order an alarm disconnect or no emergency response for any other reason deemed in the best interest of the Town and public safety.

**Section -7. Hearing.**

- A. The alarm user has the right to a hearing before any disconnect or no-response order goes into effect. A hearing must be requested within 10 days of a notice to disconnect, notice of no response, or notice of a false alarm. Failure to contest the determination in the required time period results in a conclusive presumption that the alarm was false and/or the notice to disconnect or no-response is valid.
- B. The hearing shall be before the Chief of Police. The alarm user shall have the right to present written and oral evidence subject to the right of cross-examination. The Chief will arbitrate whether or not the alarms are false and take appropriate action.

**Section-9. Reinstatement of Permit.**

A person whose alarm permit has been revoked may be issued a new permit if the person pays or otherwise resolves, all fees assessed against the permit holder under this Ordinance, and submits certification from a professional alarm company, stating that the alarm system has been inspected and maintained by, or with the direct supervision and approval of the alarm company.

**Section-10. Use of revenues.**

All revenues generated from this chapter will go to the general fund of the Town of Hooksett.

**Section-11. Violations and penalties.**

Violation of this chapter shall be punishable upon conviction by a fine of not more than \$500, plus any fines due to the Town.



**RESIDENTIAL AND BUSINESS BURGLARY, ROBBERY AND PANIC ALARMS  
ORDINANCE # 00-27**

The Town of Hooksett ordains that, pursuant to the authority granted under Section 3.6 of the Hooksett Town Charter, the following Ordinance is hereby enacted in the Town of Hooksett:

**SECTION 1: Purpose.**  
**PURPOSE**

~~THE PURPOSE of this Ordinance is to encourage security alarm users and alarm businesses (sales, installation, customer service and/or monitoring) to maintain the operational reliability and the proper emergency responses to false alarms, to assume increased responsibility for maintaining the mechanical reliability and the proper use of alarm systems, to prevent unnecessary police emergency response to false alarms and thereby to protect the emergency response capability of the Town from misuse.~~

~~A.~~

~~A.~~

- B.** ~~This Ordinance~~ Ordinance governs burglary, robbery, medical alarm systems, and panic systems, requires permits, establishes fees, provides for penalties for violations, establishes a system of administration, and sets conditions for suspension or loss of permit, provides for discontinuation of police response to alarms and provides for punishment of violations.

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**SECTION 2: Definitions.**  
**DEFINITIONS**

**IN THIS ORDINANCE:**

As used in this chapter, the following terms shall have the meanings indicated:

**ALARM BUSINESS**

The business by any individual partnership, corporation, or other entity of selling, leasing, maintaining, servicing, repairing, altering, replacing, moving or installing any alarm system or causing to be sold, leased, maintained, serviced, repaired, altered, replaced, moved or installed any alarm system in or on any building, structure or facility.

**ALARM SYSTEM**

Any assembly of equipment, mechanical or electrical, arranged to signal the occurrence of an illegal entry, fire, medical emergency or other activity requiring urgent attention and to which police, fire, or medical personnel are expected to respond.

**ALARM USERS**

The person, firm, partnership, association, corporation, company or organization of any kind which owns, controls or occupies any building, structure or facility wherein an alarm system is maintained.

ALARM ADMINISTRATOR means a person or persons designated by the Chief of Police to administer, control and review alarm application, permits and false alarm notifications.

~~ALARM NOTIFICATION means a notification intended to summon the police, which is designed either to be initiated purposely by a person or by an alarm system that responds to a stimulus characteristic of unauthorized intrusion. Multiple false alarm notifications in a 24 hour period of time shall be counted as only one false alarm notification when documentation is provided by the permit holder's alarm maintenance company that the alarm notifications were not as a cause of operator error.~~

~~ALARM SITE means a single premise or location served by an alarm system or systems.~~

~~ALARM SYSTEM means a device or system that emits, transmits or relays a signal intended to summon, or that would reasonably be expected to summon police services of the town, including but not limited to local alarms. Alarm system does not include:~~

- ~~1. an alarm installed on a vehicle unless the vehicle is permanently located at a site or is an occupied structure in accordance with RSA 635:4;~~
- ~~2. an alarm designed to alert only the inhabitants of a premises that does not have a local alarm;~~
- ~~3. an alarm installed in conveyances;~~
- ~~4. alarms installed in publicly owned property;~~
- ~~5. any alarm owned, operated or leased by any Federal, State, County or Local Government agency; and~~
- ~~6. fire alarms.~~

#### AUTOMATIC DIALING DEVICE

A device, which is interconnected to a telephone line and is programmed to select a predetermined telephone number and transmit by code signal an emergency message indicating a need for emergency response. Such a device is an alarm system.

~~AUTOMATIC TELEPHONE DIALING ALARM SYSTEM means the automatic dialing device or an automatic telephone dialing alarm system shall include any system which, upon being activated, automatically transmits by telephone or telephone line to the police department a recorded message or code signal indicating a need for emergency response; or a system which, upon activation, connects to an answering service whose function it is to transmit to the police department dispatcher a need for emergency response. These types of alarms are not permitted.~~

~~CHIEF means the Chief of Police or an authorized representative.~~

~~FALSE ALARM NOTIFICATION (F.A.N.) means an alarm notification to the police department, when the responding officer finds no evidence of a criminal offense or attempted criminal offense. Excluded from this definition are:~~

- ~~1. alarms occurring during electrical storms, hurricanes, tornado, blizzards and acts of God; or~~
- ~~2. the intermittent disruption or disruption of the telephone circuits beyond the control of the alarm company and/or alarm user; or~~
- ~~3. electrical power disruption or failure; or~~
- ~~4. alarms caused by a failure of the equipment at the communications center;~~
- ~~5. other extraordinary circumstances not reasonably subject to control by the permit holder.~~



FISCAL YEAR shall mean the period of JULY 1—JUNE 30.

LOCAL ALARM means an alarm system that emits a signal at an alarm site that is audible from the exterior of a structure.

**BURGLARY ALARM SYSTEM**

An alarm system signaling an entry, or attempted entry into the area protected by the system.

**CENTRAL ALARM COMPANY**

An alarm business that interconnects an alarm system to its own trunk lines and then calls the Hocksett Emergency Dispatch using a human being instead of an automatic dialing device.

**FALSE ALARMS**

An alarm signal, eliciting a response by police, fire or medical personnel when a situation requiring a response does not in fact exist, but does not include an alarm signal caused by violent conditions of nature or other extraordinary circumstances not reasonably subject to control by the alarm business operator or alarm user.

**HOCKSETT POLICE DISPATCH**

The Town facility used to receive emergency and general information from the public to be dispatched to the Police and or emergency services.

**INTERCONNECT**

To connect an alarm system including an automatic dialing device to a telephone line, either directly or through a mechanical device that utilizes a telephone, for the purpose of using the telephone line to transmit a message upon the activation of the alarm system.

**MEDICAL ALARM SYSTEM**

An alarm system signaling a medical condition needing immediate emergency response for an occupant of the area protected by the system.

**PERMIT HOLDER**

means the person designated in the application as required in Section 3, subsection (5)(1) who is responsible for responding to alarms and giving access to the site, and who is responsible for proper maintenance and operation of the alarm system and payment of fees.

**POLICE CHIEF**

The head of the Hocksett Police Department or his/her designee.

**PRIMARY TRUNK LINE**

A telephone line serving the Hocksett Emergency Dispatch that is designated to receive emergency calls.

**ROBBERY ALARM SYSTEM**

An alarm system signaling a robbery or attempted robbery.

**SOUND EMISSION CUTOFF FEATURE**

A feature of an alarm system which will cause an audible alarm to stop emitting sound.

**SYSTEM RECOVER OPERATIVE**

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When the alarm system is capable of eliciting a response by police, fire, or medical personnel.

PERSON means an individual, corporation, partnership, association, organization or similar entity.

SECTION 3: Permit required.

PERMIT REQUIRED; APPLICATION; FEE; TRANSFERABILITY;

FALSE STATEMENTS

- A. Every alarm user interconnecting an automatic dialing device to the Hooksett Police Dispatch shall have an alarm user's permit for each system from the Police Chief.
- B. A yearly permit fee, established by the Town Council, shall be \$25.00 per permit.
- C. An application form signed and approved by the Chief will serve as a permit.

~~A. A person commits an offense if he operates or causes to be operated an alarm system without a valid permit issued by the Chief. A separate permit is required for each alarm system. (Optional medical or duress (panic) activation devices whether stationary or portable will be considered as part of a burglary system, and will be covered under a burglary permit which is in good standing).~~

~~B. Each permit applicant must include the following information:~~

- ~~1. the name, address and telephone numbers of the person who will be the permit holder and be responsible for the proper maintenance and operation of the alarm system and payment of fees assessed;~~
- ~~2. the classification of the alarm site as residential, commercial or apartment;~~
- ~~3. for each alarm system located at the alarm site, the purpose of the alarm system, i.e. burglary or robbery;~~
- ~~4. the date of installation or maintenance of the alarm system, whichever is applicable; and~~
- ~~5. any other information required by the Chief that is necessary for the enforcement of this Ordinance.~~

~~C. Upon receipt of a completed application form, the Alarm Administrator will conduct the necessary checks to verify compliance with this Ordinance and will submit the application to the Chief for signature. An application form signed and approved by the Chief will serve as a permit.~~

~~D. The Chief shall issue an alarm permit to an applicant who has met the requirements of subsections (B),(C),(D) unless the applicant has:~~

- ~~1. failed to pay fine(s) assessed under Section 13, or,~~
- ~~2. had an alarm permit for the alarm site revoked, and the violation causing the revocation has not been corrected.~~

~~E. Any false statement of a material matter made by an applicant for the purpose of obtaining an alarm permit shall be sufficient cause for refusal to issue or revocation of a permit.~~

~~F. An alarm permit cannot be transferred to another person. A permit holder shall inform the Chief of any change that alters any information listed on the permit application within five business days.~~

~~G. Any fine(s) owned by an applicant must be paid before any permit may be issued or renewed.~~

#### ~~SECTION 3.1~~

#### ~~ALARM SYSTEMS IN APARTMENT COMPLEXES~~

~~A. The owner or property manager of an apartment complex shall obtain a master alarm permit from the Chief if any alarm system is operated in any residential unit on the premises, when the alarm system is furnished by the apartment complex owner as an amenity.~~

~~B. A tenant of an apartment complex shall obtain an alarm permit from the Chief before operating or causing the operation of an alarm system in the tenant's residential unit if the alarm system is not one or a part of one furnished by the property owner or manager as an amenity.~~

~~For master alarm systems provided by the apartment complex owner as an amenity, the master alarm permit holder is responsible for false alarm notifications emitted from all occupied or unoccupied residential units, and nonresidential areas including, but not limited to common tenant areas, office, storage, and equipment areas. Tenants shall be responsible for false alarm notifications emitted from an alarm system that is separate from or not provided by the apartment complex owner.~~

#### SECTION 4 Permit Duration and Renewal.

#### PERMIT DURATION AND RENEWAL

~~A permit expires annually on June 30, and must be renewed for a new year period by submitting an updated application to the Chief. It is the responsibility of the permit holder to submit an application prior to the permit expiration date. Permits may be renewed anytime during the month of June for the upcoming year. Failure to renew will be classified as use of non-permitted alarm system and, though the police will continue to respond, citations and penalties shall be assessed without waiver. Original permits issued between April 1, June 30 of each year will be valid until June 30 of the following year.~~

#### SECTION 5: Fines for excessive false alarms.

#### PROPER ALARM SYSTEMS OPERATION AND MAINTENANCE

~~A. A permit holder or person in control of an alarm system shall:~~

- ~~1. maintain the premises and the alarm system in a manner that will minimize or eliminate false alarm notifications;~~

~~2. respond or cause his representative to appear at the systems location within a reasonable period of time when notified by the town to deactivate a malfunctioning alarm system, to provide access to the premise, or to provide security for the premises; and~~

~~3. not manually activate an alarm for any reason other than an occurrence of an event that the alarm system was intended to report.~~

~~B. All alarm systems will have an automatic reset which silences the annunciation within 15 minutes after activation and which will not sound again as a result of the same event that resulted in the original activation.~~

~~3. Fines will be assessed by the Police Chief to the alarm user for excessive false alarms during any twelve-month period beginning on January 01 of each year as follows:~~

~~(1) Third alarm: \$75.~~

~~(2) Fourth alarm: \$100.~~

~~(3) Fifth false alarm: \$150.~~

~~(4) Sixth false alarm: \$200.~~

~~(5) Any additional false alarms: \$300.~~

~~E. The alarm owner or occupant of a building serviced by an alarm will be notified of a false alarm either in person by responding police personnel, written notice, or regular mail. If the fine has not been received within 30 days of notice and there is no appeal pending on the validity of the alarm, the Police Chief may initiate the no-response or disconnect process and may also initiate the enforcement of penalties.~~

~~C. The Police Chief has the right to waive any or all false alarm assessments if he or she determines it to be in the best interest of the Town of Hooksett.~~

**SECTION 6: No-response or disconnect order for excessive false alarms.**  
**REPORTING OF ALARM SIGNALS**

~~A permit holder or person in control of an alarm system shall not contract or retain an alarm company who is not properly approved by the Chief.~~

~~A. The Police Chief or his/her designee may order no-response and/or disconnect after six false alarms in a calendar year or failure to pay a fine within 30 days. The Police Chief will advise the alarm user that there may be no emergency response, if serviced by a central alarm company or the Town of Hooksett may disconnect the alarm system if interconnected to the Hooksett Police Dispatch. If a disconnect or no-response is initiated, reinstatement can be made by the Police Chief or his/her designee upon payment of fines or penalties and/or a finding that a reasonable effort has been made to correct the false alarms.~~

~~E. The Police Chief or his/her designee may also order an alarm disconnect or no emergency response for any other reason deemed in the best interest of the Town and public safety.~~

SECTION 7: Hearing.

INDIRECT ALARM REPORTING

~~A person who is engaged in the business of relaying alarm notifications to the town shall:~~

- ~~1. report alarms only over special trunk lines or other communication facilities designated by the Chief, and~~
- ~~2. communicate alarm notifications to the town in a manner and form determined by the Chief.~~
1. The alarm user has the right to a hearing before any disconnect or no-response order goes into effect. A hearing must be requested within 10 days of a notice to disconnect, notice of no response, or notice of a false alarm. Failure to contest the determination in the required time period results in a conclusive presumption that the alarm was false and/or the notice to disconnect or no-response is valid.
2. The hearing shall be before the Chief of Police. The alarm user shall have the right to present written and oral evidence subject to the right of cross-examination. The Chief will arbitrate whether or not the alarms are false and take appropriate action.

SECTION 8: Reinstatement of Permit.

A person whose alarm permit has been revoked may be issued a new permit if the person pays or otherwise resolves, all fees assessed against the permit holder under this Ordinance, and submits certification from a professional alarm company, stating that the alarm system has been inspected and maintained by, or with the direct supervision and approval of the alarm company.

DIRECT ALARM REPORTING; AUTOMATIC ALARM NOTIFICATIONS

~~The Hooksett Police Department will only be accepting direct alarms into the communications center through alarm companies that have obtained approval from the Chief to install such direct monitoring equipment. Fees for use of such alarm services will be negotiated by permit applicants/holders and service providers, except that service providers will not charge fees to a local Government agency, which is in keeping with current practice. In turn, alarm companies will not be charged any fees by the Town of Hooksett for housing the necessary direct alarm reporting equipment in the communications center, which is in keeping with current practice.~~

SECTION 9: Use of Revenues.

AUTOMATIC TELEPHONE DIALING ALARM SYSTEMS PROHIBITED

- ~~A. It shall be unlawful for any person, natural or corporate, to sell, offer for sale, install, maintain, lease, operate or assist in the operation of an automatic telephone dialing~~

~~alarm system over any telephone lines exclusively used by the public to directly request service from the police department.~~

~~B. The Chief, when he has knowledge of the unlawful maintenance of an automatic telephone dialing alarm system, installed or operated in violation of this section, shall, in writing, order the owner, operator or lessee to disconnect and cease operation of the system within seventy-two (72) hours from receipt of the order.~~

~~C. Any automatic telephone dialing system installed unlawfully, as set forth in this section prior to the effective date of this Ordinance, shall be removed within thirty (30) days of the effective date of this Ordinance.~~

~~A. All revenues generated from this chapter will go to the general fund of the Town of Hooksett.~~

#### SECTION 10: Violations and Penalties.

##### ALARM SYSTEM OPERATING INSTRUCTIONS

~~A person in control of an alarm system shall maintain at each alarm site a complete set of written operating instructions for each alarm system. Special codes, combinations, or passwords should not be included in these instructions.~~

~~Violation of this chapter shall be punishable upon conviction by a fine of not more than \$500, plus any fines due to the Town.~~

#### SECTION 11

##### ALARM DISPATCH RECORDS

~~A. The officer responding to a dispatch resulting from a burglary, robbery, panic or trouble alarm notification shall record, in the regular reporting format, such information as necessary to permit the Chief to maintain records, including but not limited to the following information:~~

- ~~1. identification of the permit holder,~~
- ~~2. identification of the alarm site,~~
- ~~3. arrival time and dispatch received time,~~
- ~~4. time of day, date,~~
- ~~5. weather conditions,~~
- ~~6. area and/or sub-area of premise involved,~~
- ~~7. name of permit holder's representative on premises.~~
- ~~8. if any permit holder's representative fails or refuses to respond the name(s) of the individuals contacted shall be noted in the departmental computer in the comment field under the call for service.~~

~~B. The responding police officer shall indicate if the notification was caused by a criminal offense, an attempted criminal offense, or a false alarm.~~

~~C. In the case of an assumed false alarm, (when a permit holder representative fails or refuses to respond) the responding police officer shall leave notice at the alarm site that~~

the police department has responded to a false alarm notification. The Notice must include the following information:

1. the date and time of police response to the false alarm notification;
2. the identification number of the responding police officer;
3. a statement urging the permit holder to ensure the alarm system is properly operated and maintained in order to avoid service fees.

#### SECTION 12 SYSTEM PERFORMANCE REVIEWS

If there is reason to believe that an alarm system is not being used or maintained in a manner that insures proper operation and suppresses false alarms, the Chief may require a conference with an alarm permit holder and the individual or association responsible for maintenance of the alarm system to review the circumstances of each false alarm.

#### SECTION 13 FALSE ALARM NOTIFICATION

- A. The holder of an alarm permit or the person in control of an alarm system shall be subject to warning, fines and suspension or loss of permit depending on the number of false alarm notifications emitted from an alarm system within a fiscal year. Any alarm owned, operated or leased by any Federal, State, County or Local Government agency will not be subject to fines, suspension or loss of permit. The type of action taken is based upon the following schedule of false alarm notifications:
1. 1st - No Action
  2. 2nd - Written notice of potential future fines
  3. 3rd - \$25.00 service charge
  4. The activation of 4 or more false alarms within a fiscal year shall be handled according to the following schedule:
    - a. The fourth false alarm shall result in a \$100.00 service charge/reinstatement fee which shall be considered a bill owned by the permit holder to the Town of Hooksett) and revocation of the permit holder's permit in the following manner:
      - 1) The permit holder shall be given ten (10) calendar days advance written notification that the permit holder's permit will be revoked. The written notice shall set forth the reasons for such revocation.
      - 2) The notice shall specify the specific date of revocation, and that any response by the Hooksett Police Department to alarms that occur at the premises described in the permit after the date of revocation will result in an assessment of an additional \$100.00, in addition to any other fees incurred under the Section 13 schedule.
      - 3) Reinstatement of the permit will be made upon receipt of a letter from an alarm company stating that the alarm system has been repaired, explaining

~~what was done to correct the problem and that the alarm system is operating properly; and upon receipt of the \$100.00 service charge/reinstatement fee mentioned in Section 13, subsection (4)(a) above; and upon receipt of all fees owed to the Town of Hooksett under Section 13 subsection (4)(a)(2) above and any other sections of this Ordinance.~~

- ~~b. The fifth false alarm shall result in a written notification to the permit holder that upon activation of the next false alarm the permit holder's permit will be revoked. The fifth false alarm will be billed a \$150.00 service charge, which shall be considered a bill owned by the permit holder to the Town of Hooksett.~~
- ~~c. The sixth false alarm shall result in revocation of the permit holder's permit in the manner described in Section 13, subsection (4)(a) above except that the false alarm will be billed a \$300.00 service charge (which includes a \$50.00 reinstatement fee) and shall be considered a bill owned by the permit holder to the Town of Hooksett.~~

~~Any false alarm notification above the sixth shall result in revocation of the permit holder's permit in the manner describe in Section 13, subsection (4)(a) above except that the false alarm will be billed a \$500.00 service charge which includes a \$50.00 reinstatement fee) and shall be considered a bill owned by the permit holder to the Town of Hooksett.~~

~~Additionally, the Chief may deny the renewal of a permit holder's permit, for a location which has received six or more false alarm notifications within the fiscal year, in the manner described in Section 14.~~

- ~~B. Any person who operates a newly installed system will not be subject to False Alarm Notifications Action during the 30 days following the system completion provided a permit application is received by the Chief. The completion date shall be certified by a person where the system is professionally installed, or the date of the purchase receipt for self-installed systems.~~
- ~~C. Any person operating a non-permitted alarm system will be subject to a citation and assessment of a \$100.00 fee for each alarm without benefit of the notifications provided for in Section 13. Subsequent submittal of an alarm permit application shall have all previously received alarms counted in accumulating the notification total.~~
- ~~D. Alarm activations, caused by actual criminal offense or with evidence of a criminal attempt, shall not be counted, nor False Alarm Notifications accumulated.~~

#### ~~SECTION 14 REVOCAION OR LOSS OF ALARM PERMIT~~

~~A. The Chief shall revoke an alarm permit if it is determined that:~~

- ~~1. there is a false statement of a material in the application for a permit;~~
- ~~2. the permit holder has violated Section 5, 6, 7, 8 or 9, 12; or~~
- ~~3. the permit holder has failed to make payment within 60 days of a fine(s) assessed under Section 13; or~~
- ~~4. six or more false alarm notifications have been emitted from the alarm site within a twelve month fiscal year period.~~



~~B. A person commits an offense if he operates an alarm system during the period in which his alarm is revoked.~~

#### ~~SECTION 15~~

#### ~~APPEAL FROM DENIAL OR REVOCATION OF A PERMIT~~

~~A. If the Chief denies the issuance or renewal of a permit or revokes a permit, he shall send written notice of his action and a statement of the right to an appeal by certified mail, return receipt requested, to both the applicant or permit holder and the applicable alarm installing or service company.~~

- ~~1. The applicant or permit holder may appeal the decision of the Chief to the Hooksett Police Commission by filing a written request for a review, setting forth the reasons for the appeal, within ten calendar days after receipt of the notice from the Chief.~~
- ~~2. Filing of a request for appeal shall stay the action by the Chief of revoking a permit until the Hooksett Police Commission has completed its review. If a request for appeal is not made within the ten calendar day period, the action of the Chief is final.~~
- ~~3. Any review ordered under Section 12 requires the attendance of both permit holder and applicable alarm company.~~
- ~~4. Any request for any waiver applicable under Section 2 (False Alarm Notifications, subsequent (5) or any request for waiver of fees, or any request for waiver of any False Alarm Notifications Action, must be made to the Hooksett Police Commission by the permit holder.~~
- ~~5. The Hooksett Police Commission shall be the sole authority in the final determination of any waiver request of any kind not specifically exempted elsewhere within this Ordinance.~~

~~B. Permit holders shall be entitled to a hearing, if requested within thirty days of receipt of notice of a sustained revocation of permit or False Alarm Notifications Action Taken. Hearing shall be conducted by the Hooksett Police Commission.~~

~~C. The Hooksett Police Commission shall conduct a formal hearing and consider the evidence by any interested person(s). The Commission shall make its decision on the basis of a preponderance of the evidence presented at the hearing. The Commission must render a decision within ten (10) calendar days after the hearing. The Commission shall affirm, reverse or modify the action of the Chief. The decision of the Commission may be appealed to the Hooksett Town Council.~~

#### ~~SECTION 16~~

#### ~~REINSTATEMENT OF PERMIT~~

~~A person whose alarm permit has been revoked may be issued a new permit if the person pays or otherwise resolves all fees assessed against the permit holder under this Ordinance, and submits certification from a professional alarm company, stating that the alarm system has been inspected and maintained by, or with the direct supervision and approval of the alarm company.~~

#### ~~SECTION 17~~

#### ~~PROTECTION OF CERTAIN BUSINESSES~~

~~Any business or any individual, partnership, corporation or other entity engaged in selling, leasing, maintaining, servicing, repairing, altering, replacing, moving of any firearms, explosives, or ammunition (including but not limited to all Federal Licensed dealers), shall, prior to causing such items to be sold, leased, maintained, serviced, repaired, altered, replaced, moved or installed in or on any building, structure or facility, be required to install and maintain Underwriters' Laboratory approved burglar alarm system covering all accessible access points or a combination of interior devices, including but not limited to photoelectric, ultrasonic, microwave, proximity and sound devices.~~

~~A. The method of alarm transmission must be a direct wire or a supervised line to an underwriters' Laboratory approved central station or a method of transmission to an Underwriters' Laboratory approved central station approved by the Chief, and in keeping with industry standards.~~

~~B. Any business who manufactures, sells, stores, or trades in any controlled substance which is defined under the classification of Schedules I-IV of the Controlled Substance Act (Title II, Comprehensive Drug Abuse Prevention and Control Act of 1970 (Public Law 91-513), shall be required to install and maintain an Underwriters' Laboratory approved burglar alarm system covering all accessible access points or a combination of interior devices, including but not limited to photoelectric, ultrasonic, microwave, proximity and sound devices.~~

~~1. The method of alarm transmission must be a direct wire or a supervised line to an Underwriters' Laboratory approved central station or a method of transmission to an Underwriters' Laboratory approved central station approved by the Chief, and in keeping with industry standards.~~

~~C. All financial institutions who operate under the provisions of the Bank Protection Act of 1968 (12 U.S.C., Section 1882) operating within the town limits of Hocksett shall be required to at a minimum install and maintain Underwriters' Laboratory approved burglar alarm system covering all accessible access points or a combination of interior devices, including by not limited to photoelectric, ultrasonic, microwave, proximity and sound devices. The method of alarm transmission must be a direct wire or a supervised line to an Underwriters' Laboratory approved central station or a proprietary system approved by the Chief, and in keeping with industry standards.~~

~~D. Any business operating under the definitions of Section 17 subsection (A), (B), (C), must be in compliance with ninety (90) days from the effective date of this Ordinance.~~

#### ~~SECTION 18 LIABILITY OF TOWN LIMITED~~

~~A. The police department of the town shall take every reasonable precaution to assure that the alarm notification received by the police department are given appropriate attention and are acted upon with dispatch.~~

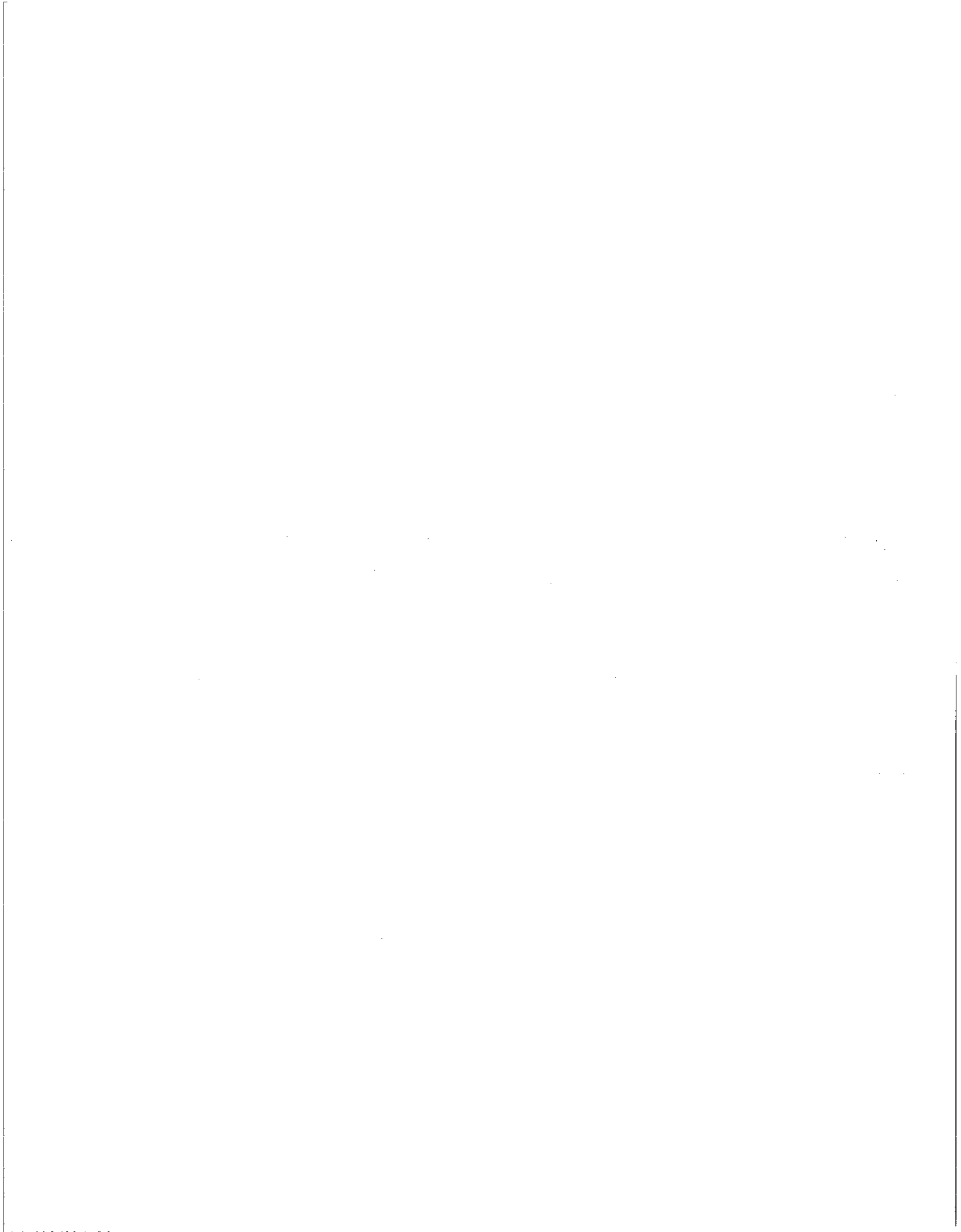
~~B. Nevertheless, the police department, the Town of Hocksett or any of its officers or agents, shall not be liable for any defects in operation of alarm devices, for any failure or neglect to respond appropriately upon receipt of an alarm notification, nor for the failure or neglect of any person in connection with the installation and operation of alarm devices or their components, the transmission of alarm signals, or the relaying of such~~

~~signals and notifications. In the event the police department finds it necessary to disconnect an alarm device, the police department, the Town of Hecksett or any of its officers or agents, shall incur no liability by such action.~~

--  
~~SECTION 19  
SEVERABILITY~~

-  
~~If any section, paragraph, sentence, clause, phrase, or word of this Ordinance is for any reason held by the Court to be unconstitutional, inoperative or void, such holding shall not affect the remainder of the Ordinance.~~

-  
~~ADOPTED: 01/24/96~~



AGENDA NO. 14-034

DATE: 4/9/14

4/23/14

Staff Report  
**PAWNBROKERS AND SECONDHAND DEALERS**  
April 9, 2014

**Background:** Currently the Town of Hooksett does not have a Town Ordinance on the books covering **PAWNBROKERS AND SECONDHAND DEALERS** which facilitate the purchase and resale of secondhand goods.

**Issue:** There is a need for the Town of Hooksett to establish a Town Ordinance to regulate and monitor the purchase and resale of secondhand goods by businesses in the town. Currently the Town of Hooksett does not require a business dealing in secondhand goods to record and/or report such transactions to the police department.

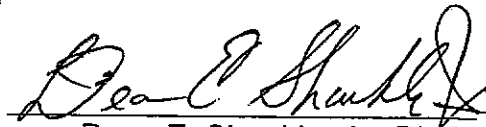
**Discussion:** The Town of Hooksett needs to establish a formalized procedure on the regulation of **PAWNBROKERS AND SECONDHAND DEALERS** which shall include a licensing component and a method of tracking the purchases by the business, as well as sales by individuals to the business. By so enacting a Town Ordinance it will enable the Hooksett Police Department to recover stolen property and to prosecute offenders through the enforcement of the ordinance.

**Fiscal Impact:** There is no fiscal impact associated with the proposed **PAWNBROKERS AND SECONDHAND DEALERS** ordinance. By licensing of individual businesses the Town of Hooksett will generate revenue.

**Recommendation:** To approve the **PAWNBROKERS AND SECONDHAND DEALERS** ordinance as proposed.

**Prepared by:** Captain Jon A. Daigle

**Town Administrator Recommendation:** Council discuss and if any Councilor wants it to move forward will go through normal process.

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

# **PAWNBROKERS AND SECONDHAND DEALERS**

**Ordinance #00-**

## **SECTION 1**

### **LEGISLATIVE AUTHORITY; PURPOSE.**

By authority of New Hampshire Revised Statutes Annotated Chapters 322 and 398, all as amended, the Hooksett Town Council adopts the following provision for the purpose of regulating the transaction of items which have commonly been subject to theft and illicit transfer. The purpose of this chapter is to discourage the transaction of stolen goods, assist in the investigation of any illicit transfer and associated criminal activity, and the recovery of stolen property to the rightful owner.

## **SECTION 2**

### **LICENSE REQUIRED.**

No person, firm or corporation shall engage in the business of a secondhand dealer or pawnbroker as herein defined within the Town of Hooksett without first being licensed pursuant to this chapter as adopted by the Town Council.

## **SECTION 3**

### **DEFINITIONS.**

As used in this chapter, the following words or phrases shall have the meanings set forth below unless expressly indicated.

#### **PAWNBROKER**

Any person, firm, partnership or corporation engaged in the lending of money secured by taking possession of jewelry, apparel, tools, electronics, household goods, or any other personal property, with interest charged thereon, with the right to sell the personal property if it is not redeemed. A person, firm, partnership, or corporation shall be deemed a pawnbroker whether the transaction takes the form of a loan by the pawnbroker secured by the property, or a sale to the pawnbroker with the right to repurchase within a specified amount of time.

#### **SECONDHAND DEALER**

Any person, firm, partnership or corporation whose business is in the retail buying, selling, buyback, exchanging, dealing in or dealing with secondhand articles, including, but not limited to, jewelry, watches, diamonds, precious stones, gems, gold, silver, platinum, precious metals,

coins, stamps, musical instruments and equipment, cameras, furs, home and audio stereo equipment, televisions, VCRs, DVD players, multimedia devices, digital equipment, video game systems, equipment and accessories, tools, computers and computer equipment, firearms, electronic navigation systems, automobile accessories and collectables, excepting furniture and books. "Secondhand dealer" does not mean purchases made from private residences by citizens not engaged in a secondhand-dealer-type business.

#### **SECTION 4**

##### **LICENSING AUTHORITY.**

The Town of Hooksett may license such persons as it deems suitable to be pawnbrokers or secondhand dealers within the Town. All licenses so granted shall contain a clause that the person so licensed agrees to abide by and be subject to all provisions of this chapter as it may be from time to time amended.

#### **SECTION 5**

##### **LICENSE REQUIRED; APPLICATION REQUIREMENTS.**

No person, firm, partnership or corporation shall operate, conduct or engage in business as a pawnbroker or secondhand dealer unless such person, firm, partnership or corporation obtains a license from the Town of Hooksett, in accordance with New Hampshire Revised Statutes Annotated Chapters 47, 322 and 398, respectively.

- A. Application for such licenses shall be made to the Town Clerk who may submit them to the Chief of Police and who may cause an investigation to be made into the fitness of the applicant to engage in the business of a pawnbroker or secondhand dealer, and report his findings to the Town Clerk before such license is acted upon.
- B. The license shall be issued for a specific location and is not transferable to any other person, firm, partnership or corporation.
- C. Upon approval by the Town Council, a fee of \$250 shall be paid by the applicant to the Town Clerk prior to the issuance of the license. Effective upon date of approval, and annually on January 1 thereafter, an application fee of \$250 shall accompany each license application. Said license shall expire on December 31, unless sooner revoked or expired and shall neither be assigned nor transferred.
- D. Prior to issuance of a license, a criminal record check may be completed upon every owner, manager, and/or employee of a pawnshop or secondhand dealer. The applicant

shall be required to provide a certified copy of a complete criminal record of each individual with the license application. The certified copy shall be obtained from the Criminal Records Division of the State Police, Department of Safety of the State of New Hampshire, and/or from the appropriate out-of-state agency or agencies if not a resident of New Hampshire for the ten years preceding the application. No license shall be issued to any firm, corporation, owner or person, to include employees, directly or indirectly involved in the purchase of secondhand articles, who or which has been previously convicted within the preceding ten years of any theft related offenses to include but not limited to: theft, burglary, receiving stolen property, or fraud in this state or any state or territory in the United States.

- E. Licensees shall display their current license in a conspicuous place within the business where it may readily be viewed by the general public.
- F. A numbered license shall be issued and continue in full force until December 31 of each year unless revoked prior to this date by the Town Council at any time after notice to the licensee and hearing on the charges preferred.
- G. Exclusions. Any person, firm or partnership or corporation whose business is the retail buying, selling, buy-back, exchanging, dealing in or dealing with furs, fur coats, books, magazines, used furniture, used clothing, or used motor vehicles/motorcycles by legally recognized vehicle dealerships, shall be exempt from the requirements of divisions (C) and (D) above.

## SECTION 6

### TRANSACTION RECORDS.

Every pawnbroker or secondhand dealer shall, upon the acquisition or sale of any aforementioned article, either by purchase, or exchange or pawn or other method shall prepare transaction records electronically as directed by the Chief of Police or his/her designee, and submit records electronically, detailing the proven identity of the seller or the pledger including their name, date of birth, address, type of identification and identification number if there is one. A digital photo of said person shall accompany the electronic filing of the transaction. Only government issued forms of identification will be accepted. No transaction shall occur if the identity of the seller cannot be proven. The record of the transaction shall also contain the month, day, and year when the transaction occurred as well as a full, accurate, and detailed description of each article purchased including brand name and serial number, if any, with the price paid therefor, and cause the record to be signed by the seller in person along with a digital color photograph of the property pursuant to the following requirements:

- (1) **Individually identifiable articles.** Articles which are individually identifiable by a serial number or other applied numbers, letters, characters or markings or other



unique features that serve to distinguish it from any other similar article and can be used to establish ownership.

- a. Each individually identifiable article brought into a second hand/pawn dealer for pawn, sale, barter, trade or other method during a single transaction shall be itemized separately. Articles shall not be grouped together (i.e., five gold rings), but must provide a complete and thorough description of each item to include the following:
  - i. Type of article;
  - ii. Brand name/make/manufacture (if applicable);
  - iii. Model number (if applicable);
  - iv. Serial number (if applicable);
  - v. Color/finish;
  - vi. Any other identifying marks, writing, engraving, etc.
- b. A digital photograph(s) shall be taken of each individually identifiable article, sufficiently detailed to allow reasonable identification of the article. The photograph(s) shall capture any identifying numbers, marks, writing, engraving, etc., or any other distinguishing characteristics.

**(2) Non-individually identifiable articles.** Articles that cannot be distinguished from any other similar articles may be described in groups of similar types of articles, but only within the same transaction.

- a. Non-individually identifiable article brought into a second hand/pawn dealer for pawn, sale, barter, trade or other method during a single transaction may be grouped and shall include reasonable descriptions of the number and types of items within each group to enable the Police Department to determine if they may have been stolen during a particular crime. (For example, the licensee receives a video game controller, five video game discs, and numerous items of jewelry. The licensee would have to individually itemize and photograph the video game controller as outlined in division (1) (a) above, as it would be a serially-numbered item. The remaining items shall not be listed as "miscellaneous video games and jewelry." Instead, the licensee shall describe them as follows: "five video game discs to include the following titles..." and "miscellaneous jewelry to include two yellow gold necklaces, one silver necklace, two pairs of silver earrings, one women's yellow gold ring, etc...")
- b. A digital photograph(s) shall be taken of each group of similar types of articles within the same transaction. The articles may be photographed together but each article shall be visible in the photograph. (For example, given the circumstances outline in division (2)(a) above, the five video game discs would be photographed together, side-by-side, and the jewelry items would be photographed together with each item laid out so as to be individually viewable.

## **SECTION 7**

### **IDENTIFICATION OF SELLERS REQUIRED; AGE RESTRICTION.**

Every pawnbroker and secondhand dealer shall require every seller or pledger of items to produce a positive photographic identification, and the type of identification used shall be noted on the transaction records. At no time shall a pawnbroker or secondhand dealer accept another person's photographic identification for any transaction. The pawnbroker or secondhand dealer shall attach a photocopy of the identification shown to the transaction record. No pawnbroker or secondhand dealer shall transact business with anyone under 18 years of age, except when said minor is accompanied by a parent or legal guardian who shall sign the transaction record with an accompanying copy of his or her positive photographic identification.

## **SECTION 8**

### **REPORTING OF TRANSACTIONS.**

Pawnbrokers or secondhand dealers shall prepare and deliver photocopies of all transaction records to the Chief of Police, or his designee, within 48 hours of the end of said dealer's business day on which the transaction occurred. If during any week a pawnbroker or secondhand dealer has not purchased any items, he or she shall make a report of such fact to the Chief of Police, or his designee, on or before 10:00 a.m. of the first business day of the following week.

## **SECTION 9**

### **INSPECTION OF RECORDS AND PREMISES.**

Pawnbrokers or secondhand dealers shall retain the original transaction records in their possession, which, together with any article which is kept or stored in or upon such premises, may be inspected at any time by a duly authorized police officer.

## **SECTION 10**

### **TIME RESTRICTIONS.**

Pawnbrokers or secondhand dealers will not sell, encumber by sales contract, or otherwise dispose of or alter an article in its appearance within 14 days of purchase, unless granted permission, in writing, from the Chief of Police, but in any case not within 24 hours of time of purchase. Pawnbrokers or secondhand dealers shall retain on

premises all items purchased or pawned during the waiting period and not place such items on the sales floor until the waiting period has expired unless the item is clearly marked as to the sales release date based on the time frames outlined in this section. Pawnbrokers or secondhand dealers shall clearly mark the transaction records of any pawn item repurchased by the original seller and shall submit a copy of the record to the Chief of Police, or his designee, within 48 hours of the transaction.

## **SECTION 11**

### **REMOVAL OF ARTICLES BY POLICE OFFICERS.**

If the Chief of Police, or his designee, determines that an article is needed for evidence in a criminal investigation, the Police Department shall seize the evidence pursuant to applicable criminal procedures. The pawnbroker or secondhand dealer shall be issued a receipt for the article. Pursuant to RSA 595-A:6, the Police Department shall keep seized articles under the court's direction as long as necessary to permit the article to be used as evidence. At the conclusion of all court proceedings or closure of the police investigation, the Police Department shall notify the original owner, the pawnbroker/secondhand dealer, and any person who may have a lawful interest that the property will be released in 30 calendar days to the original owner if no other claim is placed on the property.

## **SECTION 12**

### **VIOLATIONS AND PENALTIES; REVOCATION OR SUSPENSION OF LICENSE; NOTICE; SEVERABILITY.**

- A. Any violation of this chapter shall be punishable by a fine not exceeding \$100 per day.
- B. The Town Council may, independently or upon recommendation from the Chief of Police, suspend or revoke said license for any violation of this chapter, or reasons it deems to be in the best interest of the Town of Hooksett, following a hearing. Offenses which may result in the suspension or revocation of said license include, but are not limited to, the following:
  - (1) Violation of any provision of this chapter; or
  - (2) Violation of any statute of the State of New Hampshire or any other state or territory of the United States relating to the licensed business.
- C. Notice of the suspension or revocation will be made, in writing, to the owner(s) of the business within five business days of said hearing.
- D. The provisions of this chapter shall be severable, and if any phrase, clause, sentence or provision of these regulations shall, for any reason, be held invalid or unconstitutional, the validity of the remainder of these regulations shall not be affected thereby.

## TOWN OF HOOKSETT APPLICATION FOR SECOND-HAND DEALERS LICENSE

**APPLICATION INSTRUCTIONS:** Read the following carefully before you sign below. A false statement on any part of this application will be just cause for refusal of this application and may be punishable under RSA 641:3. A \$250.00 application fee must accompany this application. Make checks payable to the Town of Hooksett.

Application Date \_\_\_\_\_ Type of Application  New  Renewal  
Name \_\_\_\_\_ DOB \_\_\_\_\_

Address \_\_\_\_\_ Tel # \_\_\_\_\_

City/Town \_\_\_\_\_ State/Zip \_\_\_\_\_

Name of Business \_\_\_\_\_ Tel # \_\_\_\_\_

Address \_\_\_\_\_

Addresses for the past ten (10) years; Begin with present and include dates at each address.

- (A) \_\_\_\_\_
- (B) \_\_\_\_\_
- (C) \_\_\_\_\_
- (D) \_\_\_\_\_

Have you ever been convicted of a crime which has not been annulled by the court having jurisdiction?

Yes  No

Have you ever had a second-hand dealer's license denied in this state or any other state?

Yes  No

If the answer to either of the above questions is yes, please explain below.

I have received a copy of the Town of Hooksett Second-Hand Dealer Ordinance (00-36) and fully understand the provisions contained therein. I agree to abide by, and be subject to all provisions of this ordinance. I understand that any information I give may be investigated as provided for by Town Ordinance. I have received a State of New Hampshire Criminal Record Release Authorization Form and understand I must submit a copy of any criminal record or documentation indicating none exists to the Hooksett Police Department as part of this application. I certify that, to the best of knowledge and belief, all my statements are true, correct, and complete and made in good faith.

Signature of Applicant \_\_\_\_\_ Date \_\_\_\_\_  
\*\*\*\*\*

Recommend Approval                      Recommend Approval  
Yes \_\_\_\_\_ No \_\_\_\_\_      Yes \_\_\_\_\_ No \_\_\_\_\_

\_\_\_\_\_  
Chief of Police

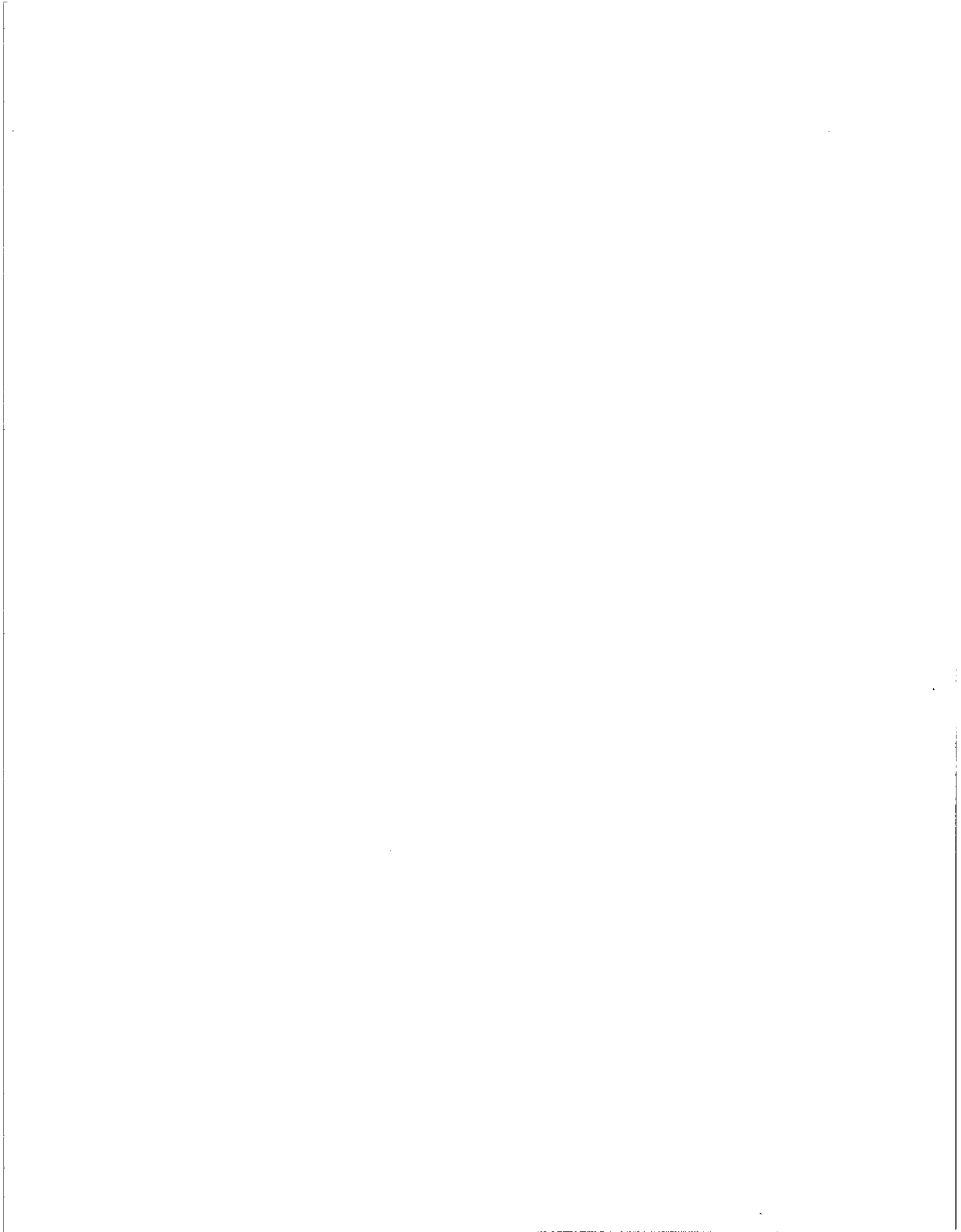
\_\_\_\_\_  
Town Administrator

14 – 035 Impact Fees for South Bow Road

AGENDA NO. 14-035  
DATE: 4/23/14

Please table this item until the next meeting. I was not able to get information that I needed in order to make a recommendation.

Dean



AGENDA NO. 14-37  
DATE: 4-23-14

**Staff Report**  
**COMMUNITY DEVELOPMENT DEPARTMENT**  
**CODE ENFORCEMENT DIVISION**  
**Street Names Approval**  
April 23, 2014

**Background:** Proposed street names for Summit View Subdivision.

**Issue:** Approval of new street names, **Churchill Drive** and **Old Mill Lane**.

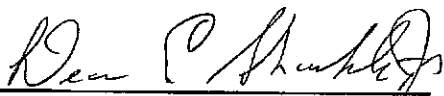
**Discussion:** Proposed street names have been approved by the Police Department, Fire Department and Public Works.

**Fiscal Impact:** None.

**Recommendation:** *Motion to approve the street names, Churchill Drive and Old Mill Lane.*

**Prepared by:** Matthew Lavoie

**Town Administrator's Recommendation:** *concur*

---

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

**STREET NAME**

**APPROVAL FORM**

To: Hooksett Town Council

Date:

Please review the following name(s) being proposed for new streets in Hooksett. The name(s) have been reviewed for 9-1-1 compatibility and are with the established guidelines. The applicant is presently preparing a submission for the Planning Board and the street name(s) must be approved, by you, prior to being deemed "complete" by the Planning Board.

NAME OF DEVELOPMENT: Summit View

NAME OF DEVELOPER: Long Beach Development

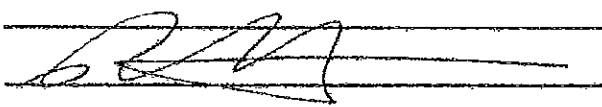
**PROPOSED NAME(S)**

**LOCATION**

**DESCRIPTION**

CHURCHILL DRIVE  
OLD MILL LANE

Approved by the Hooksett Town Council: \_\_\_\_\_  
Date

Town Council Chair \_\_\_\_\_  
Police Department  \_\_\_\_\_  
Fire Department \_\_\_\_\_  
Public Works \_\_\_\_\_  
Code Enforcement \_\_\_\_\_



**STREET NAME**

**APPROVAL FORM**

To: Hooksett Town Council

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**NAME OF DEVELOPMENT:** Summit View

**NAME OF DEVELOPER:** Long Beach Development

| <u>PROPOSED NAME(S)</u> | <u>LOCATION</u> | <u>DESCRIPTION</u> |
|-------------------------|-----------------|--------------------|
|-------------------------|-----------------|--------------------|

|                 |  |  |
|-----------------|--|--|
| CHURCHILL DRIVE |  |  |
| OLD MILL LANE   |  |  |

Approved by the Hooksett Town Council: \_\_\_\_\_  
Date

|                    |       |
|--------------------|-------|
| Town Council Chair | _____ |
| Police Department  | _____ |
| Fire Department    | _____ |
| Public Works       | _____ |
| Code Enforcement   | _____ |

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**PROPOSED NAME(S)**

**LOCATION**

**DESCRIPTION**

CHURCHILL DRIVE  
OLD MILL LANE

Approved by the Hooksett Town Council: \_\_\_\_\_  
Date

Town Council Chair \_\_\_\_\_

Police Department \_\_\_\_\_

Fire Department \_\_\_\_\_

Public Works \_\_\_\_\_

Code Enforcement \_\_\_\_\_

*Paul Powell* 4/9/14

**STREET NAME**

**APPROVAL FORM**

To: Hooksett Town Council

Date:

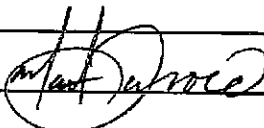
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NAME OF DEVELOPMENT: Summit View

NAME OF DEVELOPER: Long Beach Development

| <u>PROPOSED NAME(S)</u>          | <u>LOCATION</u> | <u>DESCRIPTION</u> |
|----------------------------------|-----------------|--------------------|
| CHURCHILL DRIVE<br>OLD MILL LANE |                 |                    |

Approved by the Hooksett Town Council: \_\_\_\_\_  
Date

Town Council Chair \_\_\_\_\_  
Police Department \_\_\_\_\_  
Fire Department \_\_\_\_\_  
Public Works \_\_\_\_\_  
Code Enforcement  \_\_\_\_\_

## Evelyn Horn

---

**From:** Keith Coviello <keithc@longbeachdevelopment.com>  
**Sent:** Monday, April 07, 2014 11:50 AM  
**To:** Evelyn Horn  
**Subject:** Summit View Road Names

Evelyn -

The Summit View project off South Bow Road was recently granted a conditional approval from the Hooksett Planning Board and we are in need of 2 approved road names for the project. Unfortunately we fell behind a bit on the formal request of the street names and we are really hoping that the 2 provided names will be approvable. I realize standard protocol would be for me to provide 3 possible names per street however with the project being as far along as it is it would be helpful if these names work. Thank you for your cooperation and let me know if you need any additional information.

Churchill Drive  
Old Mill Lane

Thank you,

**Keith Coviello**

P.O. Box 74 - Derry, NH 03038  
P: (603) 296-0861 ~ f: (603) 296-0671



**Dean Shankle**

---

**From:** Jodi M. Pinard  
**Sent:** Tuesday, April 15, 2014 10:53 AM  
**To:** Dean Shankle  
**Cc:** stevedeb4@comcast.net; jocarolg@gmail.com; David Ross (personal)  
**Subject:** Clay Pond Stewardship Plan recommendation  
**Attachments:** Clay Pond Letter of recommendation.docx

Good Morning Dean,

Attached please the Letter of Recommendation for the Clay Pond Stewardship Plan. The conservation commission would like this to be placed on the council agenda for approval.

I will be forwarding you the additional attachments as well.

Please let me know if you have any questions.

Thanks  
Jodi

---

Hooksett Conservation Commission  
35 Main Street  
Hooksett, NH 03105

## Letter of Recommendation

**TO:** Hooksett Town Council

**RE:** Supplier for the development of the Stewardship Plan for the Clay Pond Conservation Easements I and II

The Hooksett Conservation Commission (HCC) issued a Request for Proposal on September 15, 2013, for the development of a Stewardship Plan for the Clay Pond Conservation Easement Deeds I and II. This Town owned land is protected via Conservation Easements held by Bear-Paw Regional Greenways and covers approximately 733 acres of high-value wildlife habitat and wetlands bordering the Candia town line and Bear Brook State Park. This project permanently protects over 50 wetlands totaling 129 acres, ranging in size from 0.2-acre vernal pools to a 30-acre beaver pond. Rare wetland communities include a great blue heron rookery and two fens and several documented occurrences of state-endangered Blanding's turtles.

The HCC worked closely with Daniel Kern, Executive Director of Bear-Paw Regional Greenways, for his expertise and advisement during the drafting of the RFP and the selection process.

The HCC received four responses to the RFP from the following sources:

- HTE Northeast, Inc., Principal Roger B. Keillig
- Kane Conservation and Audubon Society of New Hampshire, Principal Chris Kane
- Moosewood Ecological LLC, Principal Jeffrey N. Littleton
- New England Environmental, Inc., Principal Steve Johnson

All four entities submitted project plans and budgets for developing the Clay Pond Stewardship Plan. The proposed budgets for the Stewardship Plan were broken down as follows:

| Section Criteria     | HTE Northeast | Kane     | Moosewood | NE Environmental |
|----------------------|---------------|----------|-----------|------------------|
| Project Budget (20%) | \$19,170      | \$27,892 | \$14,000  | \$35,630         |

The HCC Clay Pond oversight committee (JoCarol Woodburn & Steve Couture) selected two firms for further review: Kane Conservation and Moosewood Ecological LLC. These two entities were selected because of their reputations for development of conservation areas, their

wildlife and botanical expertise, and the proposed plan to fulfill the terms of the Clay Pond RFP.

After careful review of each firm's expertise, qualifications, and proposed plan and budget, the HCC recommends that the Town approve our selection of Moosewood Ecological LLC for the engagement of the Stewardship Plan. Moosewood's plan satisfies the terms of the RFP by providing:

- A Wildlife Management Plan – habitat mapping and recommendations for the protection of significant habitats and species of conservation concern. Moosewood's Jeffrey Littleton has over 25 years of experience in ecological research, inventory, and education and is well versed in working with conservation easements.
- A Trail Management Plan – includes parking, access points, trails, and scenic views for the public enjoyment of the property. Littleton's plan incorporates a systems approach to understanding spatial dynamics of the environment to include passive recreation.
- A Forestry Management Plan – provides a timber resource inventory to understand the forest value and potential growth aspects. Moosewood is partnering with Swift Corwin, a licensed forester in Southern New Hampshire since 1981 to oversee the forestry components of the RFP.
- A thorough understanding of how these plans overlap and impact the overall conservation activities to protect the wildlife, habitat connectivity, and ecological health of the landscape.

The HCC would like to initiate this project with Moosewood Ecological in May 2014 to take advantage of seasonal opportunities for mapping and identifying significant wildlife habitats essential to the Wildlife Management Plan. The contract would be paid for by the Conservation Fund.

Please let us know your decision by **May 1** so that the HCC can engage with Moosewood Ecological to prevent delays and move forward on the Stewardship Plan during the critical time period of spring and summer months of 2014.

Respectfully submitted,

The Hooksett Conservation Commission

Steve Couture, HCC, Chair

Cindy Robertson, HCC Vice-Chair

David Ross, Town Council Representative to the HCC

Phil Fitanides, member

David Hess, member

James Walter, member

John Turbyne, alternate member

JoCarol Woodburn, alternate member, Clay Pond Easement project lead

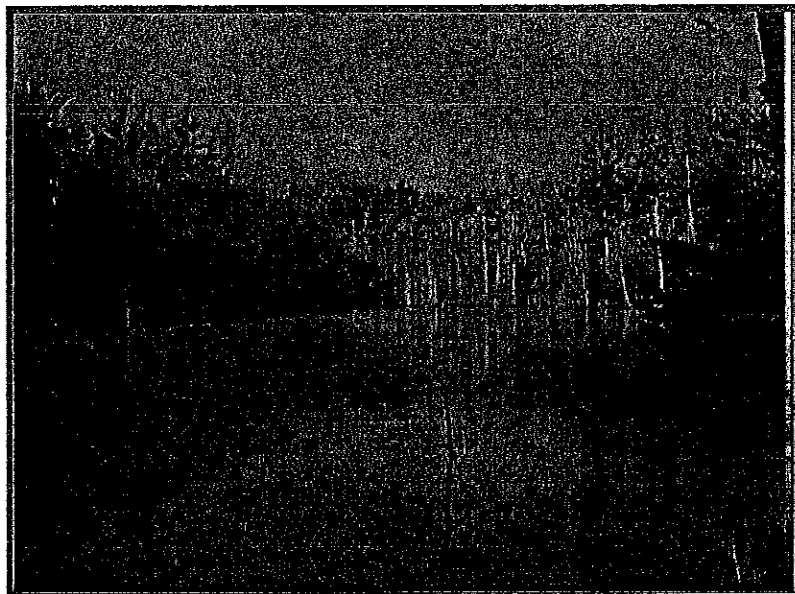
Attachments:

- Clay Pond Request for Proposal, September 15, 2013
- Moosewood Proposal



**Request for Proposal**  
Development of the  
Clay Pond Easements I and II Stewardship Plan  
**September 15, 2013**





*Above: View of wetland in Clay Pond area*

*On cover: Stream that drains into Clay Pond*

**Request for Proposal**  
Development of the  
Clay Pond Easements I and II Stewardship Plan  
**September 15, 2013**

TOWN OF HOOKSETT  
35 Main Street  
Hooksett, NH 03106  
[www.hooksett.org](http://www.hooksett.org)

## **Executive Summary**

The Town of Hooksett's Clay Pond headwaters conservation area, near the Hooksett/Candia town line, borders both Bear Brook State Park and land managed by Manchester Water Works for a public drinking water supply. The Hooksett Conservation Commission and the Bear-Paw Regional Greenways joined forces to permanently protect the Clay Pond headwaters area for two main reasons:

1. Its advantageous size and location (the Clay Pond headwaters area and surrounding public and privately owned lands total more than 18,000 acres of unfragmented natural habitat).
2. The **N.H. Wildlife Action Plan** identifies the area as some of the highest-ranked (most valuable) wildlife habitat in the state.

The Clay Pond Conservation Easement Deeds I and II ([Attachment A](#) and [Attachment B](#)) protect approximately 733 acres of high-value wildlife habitat and wetlands. This project will permanently protect over 50 wetlands totaling 129 acres, ranging in size from 0.2-acre vernal pools to a 30-acre beaver pond. Rare wetland communities include a great blue heron rookery and two fens. The property contains several documented occurrences of state-endangered Blanding's turtles.

The Hooksett Conservation Commission and the Bear-Paw Regional Greenways acquired funding through various grants, including the Land and Community Heritage Investment Project, the Open Space Institute's Saving New England's Wildlife program, and the Department of Environmental Services' Aquatic Resources Mitigation Fund, all of which use the **Wildlife Action Plan** to prioritize which conservation projects to fund.

The Hooksett Conservation Commission and the Bear-Paw Regional Greenways seek to partner with the State of New Hampshire, Manchester Water Works, local businesses, residents, civic organizations, and non-governmental organizations to undertake the preservation of the Clay Pond headwaters area through a Stewardship Program. This program ensures compliance with the terms of the Clay Pond Conservation Easement Deeds I and II and includes the following components:

- The protection and enhancement of habitat for native plant and animal species, including endangered species and natural communities
- Trails and access points to the Clay Pond area, including maintenance or enhancement of scenic quality
- The maintenance and enhancement of forestland through a forestry management plan
- The protection of surface waters, ground water, and wetlands
- The maintenance of soil productivity
- A project schedule and detailed budget providing short- and long-term costs associated with the land management and operations as described in the Stewardship Plan

The Stewardship Plan will be prepared by a licensed forester, a certified wildlife biologist, or other qualified person and approved by representatives from the Hooksett Conservation Commission and the Bear-Paw Regional Greenways.

**Request for Proposal**  
**Development of the**  
**Clay Pond I and II Stewardship Plan**  
**September 15, 2013**

**I. REQUIRED PLAN SUBMISSIONS**

Each entity (herein called the "Consultant") will submit a proposal package to the Hooksett Conservation Commission that includes the following components:

- Project team members, qualifications, roles, and expected level of participation
- A technical proposal that describes project approach and scope of work
- A project schedule
- A project budget
- At least three references, including client contact names, addresses and phone numbers, and email addresses

All questions should be submitted to Cindy Robertson, acting Conservation Commissioner, Hooksett Conservation Commission at ([www.hooksett.org](http://www.hooksett.org)). Responses to all questions will be emailed according to the timeline below:

Each Consultant will submit four (4) hard copies of all documents and one (1) PDF or online version by close of business on ~~December 1, 2013, at 4:00 PM to~~

Jodi Pinard, Conservation Commission  
Town of Hooksett  
35 Main Street  
Hooksett, NH 03106

Representatives from the Town of Hooksett Town Council, the Hooksett Conservation Commission, and the Bear-Paw Regional Greenways will review proposal packages and generate a short-list of firms based upon qualifications. Candidate firms will then be interviewed to discuss relevant experience, project approach, and budget. Interviews will be scheduled ~~on or after January 27, 2014~~. The selected firm will be invited to develop a scope of services and to negotiate a contract.

**Selection Timeline (all dates are by the close of business at 4:00 PM ET).**

RFP issued: September 30, 2013

Questions from prospective firms due: October 30, 2013

Responses posted by the HCC: November 15, 2013

Proposal Deadline: December 1, 2013, 2013

Interview notification: January 15, 2014

Interviews scheduled week of: January 27, 2014

*Complete and timely submittal of documents is required for the proposal package to be considered.*

## I. IV. PROJECT TEAM MEMBERS AND ROLES

The specialized experience of the project team provides one of the most important aspects of the selection criteria. The proposal package will contain the following information with regards to project team members:

- Key roles and the names of individuals responsible for managing the project and conducting specific project tasks
- Qualifications of each team member and anticipated level of involvement
- An organization chart showing lines of communication and decision-making hierarchy
- A matrix that outlines the expected level of participation in hours for each team member and projected tasks

## II. PROJECT APPROACH/DESCRIPTIVE INFORMATION

The Stewardship Plan must contain descriptive information regarding the Clay Pond headwaters area and overall stewardship responsibilities.

Descriptive information includes the following components:

### A. Stewardship responsibilities

\_\_\_\_ Property-specific management goals and objectives consistent with the purpose and values for which these Easements were granted

\_\_\_\_ Management activities conducted in accordance with all applicable local, state, and federal laws and regulations

\_\_\_\_ Management activities follow generally accepted best practices for the sites, soils, and terrain of the property

\_\_\_\_ Communications plan for interacting with the public and various stakeholders

### B. Location and Description

\_\_\_\_ A boundary map showing access roads, parking, trails and trail access points, and natural cover types

\_\_\_\_ A description of the natural features of the property, including land cover, topography, soils, geology, wetlands, streams, and ponds

### C. History of the Property

\_\_\_\_ Landowners, deeds, surveys

### D. Conservation Easements

\_\_\_\_ Descriptions of the Clay Pond Easements I and II. See attachments A and B

E. Ecological Features

\_\_\_\_\_ Identification of plants, wildlife species, and natural communities of conservation concern, and a management plan to enhance, or avoid detrimental impacts to, those elements

### III. PROJECT APPROACH/SCOPE OF WORK

The Stewardship Plan must contain a scope of work as conveyed in the Clay Pond Easements I (Attachment A) and II (Attachment B).

Specifically, the scope of work will contain a Wildlife Management Plan, a Trail Management Plan, and a Forestry Management Plan.

A. Wildlife Management Plan

The Wildlife Management Plan will satisfy the terms of the Easements, includes the protection of Tier 1 habitats, as ranked in the **New Hampshire Wildlife Action Plan** as "most critical wildlife habitat" in the state.

\_\_\_\_\_ The protection of significant natural habitat, including "tier 1" hemlock-hardwood-pine and Appalachian oak-pine forests, marshlands, and peat lands.

\_\_\_\_\_ The preservation of biological diversity, native flora and fauna, and the environments, natural habitats, and ecological processes which support them, now and as they may evolve in the future.

B. Trail Management Plan

The Trail Management Plan will satisfy the terms of the Easements and includes the following components:

\_\_\_\_\_ Parking

\_\_\_\_\_ Access points

\_\_\_\_\_ The preservation of the property for the scenic enjoyment and the low-impact, noncommercial, outdoor educational or recreational use of the general public for such activities as hiking, wildlife observation, cross-country skiing, fishing, and hunting.

C. Forestry Management Plan

The Forestry Management Plan will provide for the following:

\_\_\_\_\_ Planting, growing, cutting, and sale of forest trees, including the long-term protection of the property's capacity to produce economically valuable forestry

\_\_\_\_\_ Production and sale of products produced on the property including Christmas trees and maple syrup

\_\_\_\_\_ Enhancement or protection of wildlife habitat

\_\_\_\_\_ Construction of roads or other access ways for the purposes of removing forest products from the property and for improving non-commercial recreational opportunities

#### ~~D. Watershed Management Plan~~

~~The general court declares and determines that the water of New Hampshire whether located above or below ground constitutes a limited and, therefore, precious and invaluable public resource.~~

~~The Watershed Management Plan will provide for the following:~~

~~—The perpetual protection of the quality and sustainable yield of surface water and groundwater resources on and under the property to safeguard present and future community drinking water supplies, including Lake Massabesic watershed, and the environmental values of the property which are dependent on water quality and quantity.~~

#### IV. PROJECT SCHEDULE

The Consultant will provide a schedule to start and implement management activities. The schedule will include project tasks as identified in the Scope of Work. Project tasks will be laid out in a flow chart identifying the anticipated days to complete each task and the interrelationship of conducting and completing these tasks.

#### V. PROJECT BUDGET

The Consultant will provide a budget to start and manage the project tasks as identified in the Scope of Work.

#### VI. REFERENCES

The Consultant will provide three references that may be contacted regarding the Consultant's expertise and capabilities. The references include client contact names, addresses and phone numbers, and email addresses. The Consultant should provide at least one copy of or reference to a similar plan in which the Consultant had considerable participation or oversight.

#### VII. SELECTION CRITERIA

Selection will be based on both the written proposal package and an interview. Consultants will be assessed based on the following criteria.

##### 1. *Specialized Experience of the Project Team (40 Percent)*

The Consultant will be rated on its demonstrated experience, as follows:

- (a) developing project plans that satisfy the conditions of the Easements
- (b) completing work within the required schedule and budget
- (c) effectively soliciting, assessing, and using comments and suggestions from stakeholders during project development



(d) experience incorporating and implementing the US Environmental Protection Agency's (EPA) nine elements of watershed planning

2. *Project Personnel* (30 Percent)

The Consultant will be rated on the principal team members' role and participation level, and the qualifications and experience of key personnel, their communication abilities, and availability during the project.

- Project Manager 20 Percent
- Task Managers 10 Percent

3. *Project Approach* (10 Percent)

The Consultant will be rated on the approach to the project scope outlined in this RFP, the understanding of the project scope and schedule of work and the interfacing of tasks.

4. *Project Budget* (20 Percent)

The Consultant will be rated on the overall budget and budget breakdown within the interfacing tasks.

Upon completion of the review process, interviews, and reference checks, the Hooksett Conservation Commission will negotiate with the top-ranked consultant for contract scope and price. The negotiated contract will be based on fair and reasonable compensation for the services required.

## VIII. DISCLAIMER

This RFP does not commit the Hooksett Conservation Commission to award a contract or pay any costs incurred during the preparation of the qualifications package. The Hooksett Conservation Commission reserves the right to reject any or all of the qualifications packages. The Hooksett Conservation Commission also reserves the right to eliminate the need for the selected consultant to complete one or more tasks, pending the outcome of preceding related tasks.



## Dean Shankle

---

**From:** Jodi M. Pinard  
**Sent:** Monday, April 14, 2014 6:42 PM  
**To:** Dean Shankle  
**Cc:** stevedeb4@comcast.net  
**Subject:** Summit View Open Space Document  
**Attachments:** 2014 Summit View Open Space Document.docx

**AGENDA NO.** 14-39  
**DATE:** 4-23-14

Good Morning Dean,

Attached is the open space document that the conservation approved for the above referenced project. The commission is requesting that you to have reviewed by the town attorney prior to the council meeting on the 23rd so that it be placed on that agenda for approval.

Thank you for your help with this and please let me know if you have any questions  
Jodi

## Dean Shankle

---

**From:** Steve Buckley <SBuckley@hagehodes.com>  
**Sent:** Wednesday, April 16, 2014 12:10 PM  
**To:** Dean Shankle  
**Subject:** RE: Summit View Open Space Document  
**Attachments:** 2014 Summit View Open Space Document rev by Town Counsel 4-16-14.docx

Dean:

I have reviewed the proposed Quitclaim Deed that would convey the designated open space in the recently approved Summit View Subdivision. The Quitclaim Deed is in proper form and conforms with the requirements of NH RSA 477:45 – 477:47. In addition I have the following observations and concerns:

1. I would recommend that the acceptance of the Quitclaim Deed, which must be approved by the Hooksett Town Council, be stated as a land gift that will be received in the name the Town, but under the management and control of the Conservation Commission. Attached is an edited version of the Quitclaim Deed where I have added this notation as a new Whereas paragraph.
2. Note that there is an 8 vehicle parking limit.
3. I have modified 9 (A) to limit the scope of rights reserved by the developer.
4. Note that there may be well radii from the developed lots that will encumber the Open Space.

Otherwise I have no other specific recommendations or concerns.

Stephen C. Buckley, Esq.



HAGE HODES PA  
1855 Elm Street  
Manchester, NH 03104  
603-668-2222  
Fax 603-641-6333  
[sbuckley@hagehodes.com](mailto:sbuckley@hagehodes.com)  
[www.hagehodes.com](http://www.hagehodes.com)

---

**From:** Dean Shankle [<mailto:DS Shankle@hooksett.org>]  
**Sent:** Tuesday, April 15, 2014 8:32 AM  
**To:** Steve Buckley  
**Subject:** FW: Summit View Open Space Document

Please review per request of the Conservation Commission.

Thanks,

*Dean*

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

---

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Jodi

## Dean Shankle

---

**From:** stevedeb4@comcast.net  
**Sent:** Wednesday, April 16, 2014 6:57 PM  
**To:** Dean Shankle  
**Subject:** Re: Summit View Open Space Document-final couture comment  
**Attachments:** image001.jpg

Hi Dean,

I was reading the emails over my phone so I did not catch that the document was attached, The changes look fine. Thanks.

Steve

---

**From:** "Dean Shankle" <DShankle@hooksett.org>  
**To:** [stevedeb4@comcast.net](mailto:stevedeb4@comcast.net)  
**Sent:** Wednesday, April 16, 2014 1:10:25 PM  
**Subject:** FW: Summit View Open Space Document

Steve,

Would the Conservation Commission have any objection to the changes proposed by the town attorney?

*Dean*

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

---

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Attached is the open space document that the conservation approved for the above referenced project. The commission is requesting that you to have reviewed by the town attorney prior to the council meeting on the 23rd so that it be placed on that agenda for approval.

Thank you for your help with this and please let me know if you have any questions  
Jodi

\_\_\_\_ of \_\_\_\_ documents  
Tax Stamp: \$ 00.00 exempt  
Recording Fee: \$ \_\_\_\_\_  
L-Chip Surcharge: \$ 00.00 exempt  
Return to:  
Town of Hooksett  
Attn: \_\_\_\_\_  
35 Main Street  
Hooksett, NH 03106

**Draft 2014.01.31**

Property in Hooksett, Merrimack County, New Hampshire

**QUITCLAIM DEED  
Subject to Conservation Restrictions, Covenants and Reserved Rights**

**Summit View Development, LLC**, ( a New Hampshire limited liability company) with an address of 724 East Industrial Park Drive, #13, Manchester, NH, 03109, for consideration given, grants to the **Town of Hooksett**, a New Hampshire municipal corporation, with an address of 35 Main Street, Hooksett, NH 03106, with Quitclaim Covenants:

Certain real property situate in Hooksett, Merrimack County, New Hampshire, more particularly described on Schedule A attached hereto and made a part hereof.

**CONSERVATION RESTRICTIONS AND COVENANTS**

This conveyance is made subject to the following restrictions and covenants, which shall run with the land and be enforceable as permanent conservation restrictions, as defined under RSA 477:45-47 for conservation purposes:

**RECITALS**

WHEREAS, the Grantor is the owner in fee simple of certain real property consisting of approximately 100.3 acres in the Town of Hooksett, County of Merrimack, and State of New Hampshire, being the Hooksett portion of the Summit View subdivision, more particularly shown on the "Subdivision Plat, Map 12 Lots 1 & 24 (Hooksett) and Map 43, Block 2, Lot 30 (Bow), Hooksett/Bow, New Hampshire" dated August 19, 2013, last revised \_\_\_\_\_, prepared by Promised Land Survey, LLC, which plat is recorded in the Merrimack County Registry of Deeds as Plan # \_\_\_\_\_ (herein "the Plan" or "Subdivision Plan"). The land conveyed herein is a portion of the Grantor's land and is referred to and shown on the "Open Space", and is approximately 50.6 acres, more or less.



WHEREAS, the Town of Hooksett has adopted a Zoning Ordinance pursuant to the provisions of RSA 674:21 and the Grantor's land in Hooksett is in the Low Density Residential District or LDR District as specified in the Hooksett Zoning Ordinance and on the Hooksett Zoning Map;

WHEREAS, said Zoning Ordinance includes Article 8, Conservation Subdivision, and the General Requirements of Article 8 recite that "this Article shall apply to the low, medium density residential districts . . ." and that the "Conservation Subdivision Developments shall not be required to conform to the minimum frontage, setback, and lot sizes required in the underlying zoning, but shall be so designed and constructed as to achieve the purposes of Conservation Subdivision Developments . . ."

WHEREAS, said Article 8 of the Hooksett Zoning Ordinance provides that it is "intended to facilitate housing that can be developed in such a manner to promote the most appropriate use of the land; encourage environmentally sound planning to conserve open space; retain and protect important natural and cultural features; and provide for efficient use of land and community services to advance the goals stated in the Master Plan and in accordance with RSA 674:21, Innovative Land Use Controls."

WHEREAS, Section 8-6 of the Hooksett Master Plan of 2004 recites that there is a "block of undeveloped woodland in the northwest quadrant of the town west of I-93, north of Hackett Hill and South Bow Roads, and south of Pine Street. Because this land is contiguous to a tract of 761 acres across the border in Bow which was acquired by that town and preserved in its natural state in 1998, preservation of this existing undeveloped land would create an unfragmented block of natural woodland . . .";

WHEREAS, the Open Space is a portion of the undeveloped woodland referenced in the Master Plan, and abuts part of the land in Bow referenced in the Master Plan; and

WHEREAS, the Open Space is a portion of the land designated "2004 Natural Land Resource Protection Priorities" on the plan in the Hooksett Master Plan titled "Potential Areas for Open Space Protection";

WHEREAS, much of the Open Space is within the "Stratified-Drift Aquifer over Glacial Lake Bottom Deposits" and an area identified as "Glacial Till" on the map of the Stratified Drift Aquifers, Town of Hooksett;

WHEREAS, the Grantor's land has been submitted for subdivision under the Zoning Ordinance Article 8, Conservation Subdivision, and the same has been approved by the Town of Hooksett Planning Board on the condition that the Open Space is conveyed to the Town of Hooksett;

WHEREAS, the State of New Hampshire Department of Environmental Services Approval for Subdivision is contingent upon the availability of sufficient rights and easements for the land which may be impacted by the radii necessary for wells on each of the lots in the subdivision it is approving; and

WHEREAS, the Open Space is mostly forested with areas of wetlands and includes approximately 1,000 feet of Brickyard Brook and is a natural system of storm water management and aquifer recharge, and possesses significant natural, scenic, open space, wildlife, wetland and drainage, and recreation values to the Grantor, the Town of Hooksett, and the public; and

WHEREAS, the Open Space fronts on South Bow Road, providing access to the Open Space for access and enjoyment by the general public; and

WHEREAS the Open Space more than adequately complies with the acreage requirements for unconstrained open space as specified in the Hooksett Zoning Ordinance and Subdivision Regulations;

WHEREAS the Hooksett Subdivision Regulations also provide that "Ownership of the Open Space - The dedicated open space shall be transferred by the developer through an irrevocable conveyance that is found acceptable to the Planning Board. Such conveyance shall assure that the Open Space will be protected from all forms of development, except as shown on the approved site plan . . .";

WHEREAS, the Grantor intends and the Grantee agrees that the Open Space will be held pursuant to the restrictions (defined below) which are consistent with applicable provisions of New Hampshire RSA 477:45-47.

WHEREAS, upon acceptance of the conveyance of the Open Space by the Hooksett Town Council, the Open Space shall be deemed property acquired in the name of the Town of Hooksett subject to the management and control of the Open Space by the Hooksett Conservation Commission as provided in NH RSA 96-A:4.

NOW THEREFORE, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein, Grantor hereby voluntarily grants and conveys to Grantee, the Open Space subject however to the restrictions which shall be perpetual, and Grantee agrees by accepting this grant to honor the intentions of Grantor stated herein and to preserve and protect the Open Space in perpetuity for the public benefit of this generation and the generations to come, and further subject to the reservations by Grantor set forth herein.

1. CONSERVATION PURPOSES. The Open Space hereby granted is pursuant to NH RSA 477:45-47, which is made for conservation purposes:

- A. The preservation and protection of the land for its significant natural, scenic, open space, wildlife, wetland, drainage, and recreation values by and/or the education of the general public; and

- B. To preserve and protect in perpetuity the natural vegetation, soils, hydrology, natural habitat and the scenic and aesthetic character of the Open Space so that the Open Space retains its natural qualities and functions; and
- C. The perpetual protection of the quality and sustainable yield of surface water and groundwater resources on and under the Open Space to safeguard present and future community drinking water supplies, and the environmental values of the Property which are dependent on water quality and quantity.
- D. To prevent any future development, construction, or use that will significantly impair or interfere with the conservation values of the Open Space; and
- E. These purposes are consistent with the Article 8 of the Hooksett Zoning Ordinance and with Article 8 of the Hooksett Master Plan of 2004, and
2. USE LIMITATIONS: Subject to the Reserved Rights specified in Section \_\_\_\_ below, and subject to the Approved Uses and Activities set forth in Section \_\_\_\_ below:
- A. The Open Space shall be maintained in perpetuity in an undeveloped and natural condition without there being conducted thereon any industrial or commercial activities, except forestry, including timber harvesting, as described below, nor any activities which would degrade the conservation purposes of these restrictions. No use shall be made of the Open Space, and no activity shall be permitted thereon, which is inconsistent with the intent of these restrictions, that being the perpetual protection and preservation of the Open Space, as more particularly described herein. Commercial is defined to mean production, sale, or transportation for value.
- B. i. The Open Space shall not be subdivided and none of the individual tracts that together comprise the Open Space shall be conveyed separately from one another.
- C. No structure or improvement, including, but not limited to, a dwelling, cabin, camp site, camp shelter, any portion of a septic system, tennis court, swimming pool, dock, aircraft landing strip, tower, commercial facility, solar collector, wind turbine, above ground conduit, above ground utility line, billboard or other means of advertising display, driveway or road made of asphalt or other impervious surface, mobile home or other temporary or permanent structure or improvement, shall be constructed, placed, or introduced onto the Open Space.
- D. No removal, filling, or other disturbances of soil surface, nor any changes in topography, surface or subsurface water systems, wetlands, or natural habitat shall be allowed on the Open Space unless such activities:

- i. Are commonly necessary in the accomplishment of the conservation purposes set forth herein;
- ii. Do not harm state or federally recognized rare, threatened, or endangered species, such determination of harm to be based upon information from the New Hampshire Natural Heritage Inventory or the agency then recognized by the State of New Hampshire as having responsibility for identification and/or conservation of such species;
- iii. Do not impact wetland vegetation, soils, hydrology or habitat;
- iv. Are not detrimental to the purposes of these restrictions; *and*
- v. Are not detrimental to the rights reserved to the Grantor here.

Prior to commencement of any such activities, all necessary federal, state, and local permits and approvals shall be secured and such notices as may be required.

- E. No outdoor signs shall be displayed on the Open Space except as desirable or necessary in the accomplishment of the conservation, or noncommercial outdoor recreational uses of the Open Space, and provided such signs are not detrimental to the purposes of these restrictions.
- F. There shall be no camping and no overnight uses on the Open Space.
- G. There shall be no mining, quarrying, excavation, or removal of rocks, minerals, gravel, sand, topsoil, or other similar materials on the Open Space, except in connection with any improvements made pursuant to the provisions of Section 3 below for Approved Uses and Activities. No such rocks, minerals, gravel, sand, topsoil, or other similar materials shall be removed from the Open Space.
- H. There shall be no dumping, injection, burning, or burial of refuse, trash, rubbish, debris, junk, waste, man-made materials or materials then known to be environmentally hazardous, including vehicle bodies or parts, or other similar substances.

3. APPROVED USES AND ACTIVITIES: Subject to the rights reserved to the Grantor, the following shall be considered approved uses and activities so long as the same are non-commercial, and only as necessary in the accomplishment of the conservation and outdoor recreational uses of the Open Space, and provided that they are not detrimental to the scenic, recreational, wildlife habitat, drainage protection purposes of these restrictions:

- A. The Grantee shall have the right, but not the obligation, to conduct non-commercial management activities on the Open Space, including, but not limited

to cutting, planting, pruning, and thinning, for the enhancement of conservation or wildlife habitat resources or if the same shall be a hazard to persons on the Open Space or abutting real property, or persons or improvements on abutting real property.

i. Management activities on the Property, including forestry, shall be performed in accordance with a written management plan (“Stewardship Plan”) approved by the Hooksett Conservation Commission and prepared by a forester licensed by the State of New Hampshire, a certified wildlife biologist, or by another similarly qualified person, said person approved in advance and in writing by the Hooksett Conservation Commission, in accordance the long-term protection of those Purposes and values for which these restrictions are granted, as described in Section 1 above, and with the following goals:

- Maintenance of soil productivity;
- Protection of water quality, wetlands and riparian areas;
- Maintenance or enhancement of wildlife habitat;
- Maintenance or enhancement of the overall quality of forest products;
- Maintenance or enhancement of scenic quality;
- Protection of unique or fragile natural areas;
- Protection of unique historic or cultural features; and
- Conservation of native plant and animal species, and natural communities.

ii. The Stewardship Plan shall include:

- A statement of landowner management objectives consistent with the Purposes and values for which these restriction are granted and the goals specified in Section 3.A.i above;
- Property specific management goals and objectives;
- A boundary map with access roads and natural cover types;
- A description of the natural features of the Property, including land cover, topography, soils, geology, wetlands, streams, and ponds, and wildlife habitat features;
- Identification of plant and wildlife species and natural communities of conservation concern, and how management shall enhance, or avoid detrimental impacts to, said plants, wildlife, and natural communities;
- Recommended management activities; and
- Recommended schedule for implementation of management practices, including a schedule for boundary, road, and trail maintenance.

- iii. For the purposes hereof, "forestry" shall include the planting, growing, cutting and sale of forest trees of any size capable of producing timber or other forest products; the production and sale of products produced on the property including Christmas trees and maple syrup; those forest practices employed primarily to enhance or protect wildlife habitat; and the construction of roads or other access ways for the purposes of removing forest products from the Property and for improving non-commercial recreational opportunities.
- iv. Forestry on the Property shall be performed in accordance with the Stewardship Plan required by Section 3.A.i. Said plan shall have been prepared not more than ten (10) years prior to the date that any harvesting is expected to commence, or shall have been reviewed and updated at least thirty (30) days prior to said date.
- v. At least thirty (30) days prior to the commencement of forestry activities, the Grantee shall submit a written certification to the Hooksett Conservation Commission, signed by a licensed professional forester or other qualified person, said other person to be approved in advance and in writing by the Grantee, that the Stewardship Plan has been prepared in compliance with the terms of this Easement.
- vi. Management activities shall be supervised by a licensed professional forester, certified wildlife biologist, or other qualified person approved in advance and in writing by the Hooksett Conservation Commission.
- vii. Management activities shall be carried out in accordance with all applicable local, state and federal laws and regulations, and, to the extent reasonably practicable, in accordance with the then current, generally accepted best management practices for the sites, soils and terrain of the Property. (For references, see *Best Management Practices for Erosion Control on Timber Harvesting Operations in New Hampshire* (J.B. Cullen, 1996), *Good Forestry in the Granite State: Recommended Voluntary Forest Management Practices for New Hampshire* (Second Edition, UNH Cooperative Extension, 2010) or similar successor publications.)

- vii.   viii. No management activity shall be undertaken in a manner that is detrimental to the Purposes of the Open Space and its restrictions.

B.

C. The Grantee shall have the right, but not the obligation to construct, reconstruct, place, or introduce ancillary structures and improvements, including, but not limited to, a road, trail, dam, fence, bridge, culvert, or shed onto the Open Space only as necessary in the accomplishment of conservation, habitat management, or non-commercial outdoor recreational uses. The Grantee shall have the right, but not the obligation, to maintain trail(s) for hiking, mountain biking, cross-country skiing, and/or snowshoeing, which may be handicap accessible, which right shall include the right to cut, trim and/or remove trees and shrubs, and to grade the surface of the land, and the like necessary for said trail(s).

D. The Grantee shall have the right, but not the obligation, to construct a parking area for no more than   8   automobiles for daytime use for the public using the Open Space.

E. The Grantee shall have the right, but not the obligation, to construct one or more picnic shelters and/or tables for daytime use.

F. Any such ancillary structure or improvement shall be constructed in a manner least detrimental to the conservation purposes of these restrictions.

G. The Grantee reserves the right to use motorized, wheeled vehicles to conduct activities on the Open Space and to conduct activities related to the exercise of its public safety, police, or emergency response responsibilities.

H. The Grantee reserves the right to post against vehicles, motorized or otherwise, and against access to land during establishment of plantations.

I. The Grantee reserves the right to have professional archaeological activities conducted on the Property, including without limitation, survey, excavation and artifact removal, following submission of an archaeological field investigation plan to, and its approval in writing by, the State Archaeologist of the New Hampshire Division of Historic Resources (or appropriate successor official), with written notice to the Grantor. Any such archaeological investigations shall meet the requirements of (2.D.ii above) and be conducted by qualified individuals who meet the Secretary of Interior's Professional Qualification Standards for Archaeology, or subsequent standards. Any area disturbed by any such activities shall be restored to substantially its prior condition within nine (9) months after such activities cease.

4. BENEFITS, BURDENS, AND ACCESS.

- A. The burden of these restrictions shall run with the Open Space and shall be enforceable against all future owners and tenants in perpetuity. Any such assignee or transferee shall have like power of assignment or transfer.
- B. Members of the general public shall have access to the Open Space for non-commercial outdoor recreation activities.

5. COVENANTS TO "RUN WITH THE LAND". The terms and conditions of these restrictions shall run with the Open Space in perpetuity and may be enforced against the Grantee by any of the following (any one or more of the following herein an "Enforcing Party"):

- A. any one or more owners of Lots within the Summit View Subdivision;
- B. any association homeowners of the Summit View Subdivision;
- C. the State of New Hampshire, including but not limited to the Department of Environmental Services; or
- D. if the benefit of this instrument shall have been assigned as contemplated in Section 4A above, then the assignee thereof.

6. ENFORCEMENT: In the event Grantee fails to enforce the terms of this instrument or violates the terms of this instrument within thirty (30) days after receipt of written notice from an Enforcing Party requesting such enforcement delivered in hand or by certified mail, return receipt requested, then any Enforcing Party shall have the right to enforce this instrument. A reasonable costs of such enforcement shall be paid by the Grantee, provided the Grantee is directly or primarily responsible for the violation of this Deed. Notwithstanding the above, if a court determines that the action against Grantee was initiated without reasonable cause or in bad faith, the court may require the petitioner to reimburse Grantee's reasonable costs in defending the action. Nothing in this Deed shall entitle any Enforcing Party to bring an action against Grantee for any damage or change to the Open Space resulting from causes beyond the Grantee's control, including but not limited to, unauthorized actions of third parties, natural disasters such as fire, flood, storm, disease, infestation, and earth movement, or from any prudent action taken by the Grantee under emergency conditions to prevent, abate, or mitigate significant damage to the Open Space resulting from such causes.

7. CONDEMNATION / EXTINGUISHMENT. Whenever all or part of the Open Space is taken in exercise of eminent domain by public, corporate, or other authority so as to abrogate in whole or in part this instrument, or whenever all or a part of the Open Space



is lawfully sold without the restrictions imposed hereunder in lieu of exercise of eminent domain, the Grantee and the Grantor (insofar as the Grantor's interests are affected) shall thereupon act jointly to recover the full damages resulting from such taking with all incidental or direct damages and expenses incurred by them thereby to be paid out of the damages recovered.

The balance of the land damages recovered from such taking or lawful sale in lieu of exercise of eminent domain, or condemnation or extinguishment shall be used by the Grantee in a manner consistent with and in furtherance of one or more of the conservation purposes set forth herein.

8. GENERAL PROVISIONS.

- A. Grantor / Grantee. As used herein "Grantor" shall mean Summit View Development, LLC", and its successors and assigns as owner(s) of land in the Summit View Subdivision, exclusive of the Open Space. Grantee shall mean the Town of Hooksett, a New Hampshire municipal corporation, and qualified assigns of said Town.
- B. Controlling Law. The interpretation and performance of this instrument shall be governed by the laws of the State of New Hampshire.
- C. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this instrument shall be liberally construed in favor of the grant to effect the purposes of this instrument. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this instrument that would render the provision valid shall be favored over any interpretation that would render it invalid.
- D. Severability. If any provision of this instrument, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this instrument, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.
- E. Entire Agreement. This instrument sets forth the entire agreement of the parties and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Open Space, all of which are merged herein.
- F. Amendment/Modification. No amendment or modification of any of the terms, conditions or provisions in this instrument may be made unless by written agreement signed by the State of New Hampshire and the Town of Hooksett.
- G. Notices. Unless otherwise specified herein, all notices, requests and other communications, required or permitted to be given under this instrument shall be

in writing, except as otherwise provided herein, and shall be delivered in hand or sent by certified mail, postage prepaid, return receipt requested to the appropriate address set forth above or at such other address as the Grantor or the Grantee may hereafter designate by notice given in accordance herewith. Notice shall be deemed to have been given when so delivered or so mailed.

9. RESERVED RIGHTS: The Grantor reserves, to itself and its successors and assigns solely as owner(s) of the land in the Summit View Subdivision (exclusive of the Open Space) which is shown on the Subdivision Plan, the following:
- A. Perpetual rights, easements and interests necessary for the benefit of the subdivision shown on the Subdivision Plan approved by the Town of Hooksett, and any and all amendments to said Subdivision Plan as are approved by the Town of Hooksett, including but not limited to the right to use the Open Space granted herein in the calculations for density requirements under any applicable zoning ordinances and subdivision regulations of the Town of Hooksett.
  - B. The right to use the Open Space as may be necessary to obtain any permit(s) and/or approval(s) required by the Town of Hooksett and/or the State of New Hampshire for the Summit View subdivision shown on the Subdivision Plan, as the same may be amended.
  - C. The right to drain storm water from the lots, roads and streets in the Summit View subdivision as shown on the Subdivision Plan, as the same may be amended, including but not limited to drainage from the detention pond to be constructed on or in the vicinity of Lots 24-23, 24-24, 24-25, and/or 24-26.
  - D. Rights and easements necessary to support a well radius, or multiple well radii, as may be necessary or desirable for one or more of the lots on the Subdivision Plan, as said Plan may be amended, which well radius(radii) shall be in conformance with the rules and regulations of the Department of Environmental Services of the State of New Hampshire. It is noted that some well radii are shown on the Subdivision Plan, or an easement plat for this subdivision, but the location of the wells, and therefore the well radii as shown on the plan(s), are not determinative and final but only contemplated, and in the event a well must be located or relocated on a lot or lots such that the well radius or radii encroach onto the Open Space the Grantor shall have the rights and easements necessary for said radius or radii.

ACCEPTANCE BY GRANTEE: The Grantee, by accepting and recording this instrument, agrees to be bound by and to observe and enforce the provisions hereof and assumes the rights and responsibilities herein granted to and incumbent upon the Grantee, all in the furtherance of the conservation purposes for which this instrument is delivered.

This is a conveyance to the state, a state agency, a county, a city, a town and/or village district pursuant to NH RSA 78-B:2 and is exempt from the New Hampshire Real Estate Transfer Tax.

Dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**Summit View Development, LLC**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Keith A. Martel, Manager  
Duly Authorized

State of New Hampshire  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by Keith A. Martel, Manager of Summit View Development, LLC, a New Hampshire limited liability company.

\_\_\_\_\_  
Notary Public  
My commission expires:  
Seal or Stamp:

Continue for acceptance by Grantee

*Draft - Require Review of Grantor*

**ACCEPTANCE OF GRANTEE**

The Town of Hooksett, a New Hampshire municipal corporation, does hereby accept the above grant and agrees to be bound by the terms therein.

**Town of Hooksett**

By: \_\_\_\_\_ Signed on: \_\_\_\_\_ 2014

Its: \_\_\_\_\_  
Duly Authorized

By: \_\_\_\_\_ Signed on: \_\_\_\_\_ 2014

Its: \_\_\_\_\_  
Duly Authorized

By: \_\_\_\_\_ Signed on: \_\_\_\_\_ 2014

Its: \_\_\_\_\_  
Duly Authorized

Continue for acknowledgements

**Draft-Require Review of Grantor**

State of New Hampshire  
County of Merrimack

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by \_\_\_\_\_ (name), the \_\_\_\_\_ (title) of the Town of Hooksett, a New Hampshire municipal corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_  
Seal or Stamp:

State of New Hampshire  
County of Merrimack

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by \_\_\_\_\_ (name), the \_\_\_\_\_ (title) of the Town of Hooksett, a New Hampshire municipal corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_  
Seal or Stamp:

State of New Hampshire  
County of Merrimack

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by \_\_\_\_\_ (name), the \_\_\_\_\_ (title) of the Town of Hooksett, a New Hampshire municipal corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_  
Seal or Stamp:

**Draft-Require Review of Grantor**

Schedule A

[description being drafted]

The Open Space is conveyed subject to the following:

1. LIST SPECIAL EXCEPTIONS
- 2.
3. Grantor reserved rights noted above in the body of the deed.

For source of title see:

- A. Deed of

**Draft-Require Review of Grantor**

AGENDA NO. 14-040

DATE: 4-23-14

**Staff Report**  
**Selling back to previous owner tax-deeded property**  
**April 23, 2014**

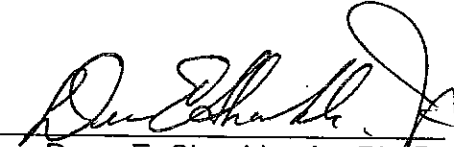
**Background:** Two pieces of property were tax deeded last year and the owner would like to purchase them back. They will be paying all outstanding taxes, interest, fees and all of the costs we have incurred during ownership.

**Discussion:** The closing is scheduled to take place on April 30 and it is my intention to attend. The documents should be signed at that time.

**Fiscal Impact:** Town receiving a total of \$252,060.

**Recommendation:** Authorize the Town Administrator to sign the quitclaim deeds so I can do it at the closing when I receive the funds.

**Prepared by:** Dean Shankle

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

## Dean Shankle

---

**From:** Jay Hodes <jhodes@hagehodes.com>  
**Sent:** Wednesday, April 16, 2014 11:17 AM  
**To:** Dean Shankle  
**Subject:** LaBrie Prperty  
**Attachments:** 1293 Hooksett Road Deed.pdf; 1301 Hooksett Road Deed.pdf

Dean to follow up. John Cronin indicated that the parties hope to close on the 30<sup>th</sup>. Accordingly I am attaching the two deeds from the Town to Mrs. LaBrie. The mechanics of the closing are that the Town will convey the property to Mrs. LaBrie and then she will sell the same to Mr. Kelly or his company. The closing agent would record the deeds in that order.

The deeds reflects the consideration to be paid the town. This includes all the back taxes, interest and costs of the town. It also includes the taxes (as estimated) for the 2014 tax year. As we discussed since the property was exempt from property taxes as of April 1, 2014, the taxes for the entire year have been included in the payoff. If you need to take this matter up with the town council, please feel free to do so. I would be happy to attend the closing or to deliver the deeds in escrow with instructions to have checks issued to the town before the deeds get released for recording. Let me know how you want to proceed. If everything meets with the towns approval you can get the signed deeds back to my attention.

I do not believe that he town will be required to sign any other documents. But I will find out from the closing agent. The transaction is exempt from tax stamps. If there are additional questions feel free to get back to me. Hopefully this transaction will close on April 30.

Jay L. Hodes



1855 Elm Street  
Manchester, NH 03104

Tel. (603) 668-2222 ext. 112  
Fax (603) 641-6333

[jhodes@hagehodes.com](mailto:jhodes@hagehodes.com)

**IMPORTANT NOTICE:** The information contained in this transmission is privileged and confidential, and is intended only for the recipient(s) listed above. If you are neither the intended recipient(s) nor a person responsible for the delivery of this transmission to the intended recipient(s), you are hereby notified that any unauthorized distribution or copying of this transmission is prohibited. If you have received this transmission in error, please notify us immediately at (603) 668-2222.

**DISCLOSURE:** To ensure compliance with requirements imposed by the IRS, we inform you that, unless expressly stated otherwise, any U.S. federal tax advice contained in this communication (including any attachments) is not intended or written to be relied upon or used, and cannot be relied upon or used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed herein.



## QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that the Town of Hooksett, a municipal corporation in the County of Merrimack and State of New Hampshire, with a principal mailing address of 35 Main Street, Hooksett, New Hampshire 03106, duly authorized, for and in consideration of the sum of One Hundred Thirty-Eight Thousand One Hundred Thirty-Five Dollars and Forty-Three Cents (\$138,135.43) and other valuable consideration, truly paid by Iris L. Labrie of 6 Old Hill Pond Road, Bow, County of Merrimack, State of New Hampshire 03304, the receipt whereof is hereby acknowledged, and by these presents, does remise, release and forever quitclaim unto the said Grantee, her heirs and/or successors and assigns forever, all of the Town of Hooksett's right, title and interest in and to a certain tract or parcel of land with any buildings thereon situated in said Town of Hooksett, County of Merrimack, and State of New Hampshire, and bounded and described as follows, to wit:

A certain tract of land with the buildings situated thereon (if any) located in the Town of Hooksett, County of Merrimack, and State of New Hampshire, and being known or described as:

1293 Hooksett Road, Hooksett, NH  
Map/Lot 0025-0053  
Account Number #1864  
Serial number #2513

Meaning and intending to convey, and by these presents conveying the interest therein acquired by said Town of Hooksett, by the result of the tax lien execution for non-payment of taxes, and in default of redemption therefrom, by a Tax Collector's Deed lawfully issued to the said Town on the 22<sup>nd</sup> day of May, 2013. Said deed having been recorded at the Merrimack County Registry of Deeds on May 28, 2013 in Book 3388 at Page 701.

TO HAVE AND TO HOLD the above-described premises, with all the privileges and appurtenances thereto belonging to the said Grantee, her heirs and/or successors and assigns forever; and the Grantor does hereby covenant with the said Grantee that it has in all things complied with the law and that it will warrant and defend the said premises to the said Grantee, her heirs and/or successors and assigns, against the lawful claims and demands of all persons claiming by, through or under the Town of Hooksett.

The above premises are conveyed to the Grantee, pursuant to NH RSA 80:89, IV and the Grantee's title to the premises conveyed herein shall be subject to any encumbrances, liens, easements and unpaid real estate taxes of record and/or related to the property as of the time of the tax deed to the Town of Hooksett, if and as may be applicable.

This transaction is exempt from the payment of documentary tax stamps pursuant to NH RSA 80:89, VI.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2014

TOWN OF HOOKSETT, NH

By: \_\_\_\_\_  
Dean E. Shankle, Jr., Ph.D  
Hooksett Town Administrator  
Duly Authorized

STATE OF NEW HAMPSHIRE  
COUNTY OF \_\_\_\_\_, 2014

Personally appeared Dean E. Shankle, Jr., who acknowledged himself to be the Town Administrator of Hooksett, NH and that he executed the foregoing instrument for the purposes therein contained by signing the name of the Town of Hooksett by himself as Town Administrator, duly authorized.

\_\_\_\_\_  
Justice of the Peace/Notary Public

## QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that the Town of Hooksett, a municipal corporation in the County of Merrimack and State of New Hampshire, with a principal mailing address of 35 Main Street, Hooksett, New Hampshire 03106, duly authorized, for and in consideration of the sum of One Hundred Thirteen Thousand Nine Hundred Twenty-Four Dollars and Fifty-Seven Cents (\$113,924.57) and other valuable consideration, truly paid by Iris L. Labrie of 6 Old Hill Pond Road, Bow, County of Merrimack, State of New Hampshire 03304, the receipt whereof is hereby acknowledged, and by these presents, does remise, release and forever quitclaim unto the said Grantee, her heirs and/or successors and assigns forever, all of the Town of Hooksett's right, title and interest in and to a certain tract or parcel of land with any buildings thereon situated in said Town of Hooksett, County of Merrimack, and State of New Hampshire, and bounded and described as follows, to wit:

A certain tract of land with the buildings situated thereon (if any) located in the Town of Hooksett, County of Merrimack, and State of New Hampshire, and being known or described as:

1301 Hooksett Road  
Map/Lot 0025-0054  
Account Number #1864  
Serial number #2514

Meaning and intending to convey, and by these presents conveying the interest therein acquired by said Town of Hooksett, by the result of the tax lien execution for non-payment of taxes, and in default of redemption therefrom, by a Tax Collector's Deed lawfully issued to the said Town on the 22<sup>nd</sup> day of May, 2013. Said deed having been recorded at the Merrimack County Registry of Deeds on May 28, 2013 in Book 3388 at Page 700.

TO HAVE AND TO HOLD the above-described premises, with all the privileges and appurtenances thereto belonging to the said Grantee, her heirs and/or successors and assigns forever; and the Grantor does hereby covenant with the said Grantee that it has in all things complied with the law and that it will warrant and defend the said premises to the said Grantee, her heirs and/or successors and assigns, against the lawful claims and demands of all persons claiming by, through or under the Town of Hooksett.

The above premises are conveyed to the Grantee pursuant to NH RSA 80:89, IV and the Grantee's title to the premises conveyed herein shall be subject to any encumbrances, liens, easements and unpaid real estate taxes of record and/or related to the property as of the time of the tax deed to the Town of Hooksett, if and as may be applicable.

This transaction is exempt from the payment of documentary tax stamps pursuant to NH RSA 80:89, VI.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2014

TOWN OF HOOKSETT, NH

By: \_\_\_\_\_  
Dean E. Shankle, Jr., Ph.D  
Hooksett Town Administrator  
Duly Authorized

STATE OF NEW HAMPSHIRE  
COUNTY OF \_\_\_\_\_, 2014

Personally appeared Dean E. Shankle, Jr., who acknowledged himself to be the Town Administrator of Hooksett, NH and that he executed the foregoing instrument for the purposes therein contained by signing the name of the Town of Hooksett by himself as Town Administrator, duly authorized.

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Justice of the Peace/Notary Public