

**TOWN COUNCIL AGENDA  
Regular Meeting  
Wednesday, June 12, 2013**

- 1. 6:30 PM - CALL TO ORDER**
- 2. ROLL CALL**
- 3. PLEDGE OF ALLEGIANCE**
- 4. APPROVAL OF MINUTES**
  - a. 5/22 Public
  - b. 5/22 Non-public
- 5. AGENDA OVERVIEW**
- 6. CONSENT AGENDA**
  - a. 13-46 Hooksett Chamber of Commerce \$100; husband and wife \$25; husband and wife \$50; group of individuals \$100
  - b. 13-47 Donation to Fire-Rescue: \$500 from John Solorio
  - c. 13-48 Donation to Police Department: \$500 from John Solorio
- 7. TOWN ADMINISTRATOR'S REPORT**
- 8. PUBLIC INPUT: 15 Minutes**
- 9. NOMINATIONS AND APPOINTMENTS**
  - a. Information attached.
- 10. SCHEDULED APPOINTMENTS**
  - a. Chairman of Sewer Commission Sid Baines
- 11. OLD BUSINESS**
- 12. NEW BUSINESS**
  - a. 13-49 Signing AFSCME union contract
  - b. 13-50 Police Department use of impact fees for repeater
  - c. 13-51 Police Department purchase of upgraded dispatching/ recording keeping equipment
  - d. 13-52 DPW work on South Bow Road
  - e. Recycling Department issues:
    - i. 13-53 Diesel tank bids
    - ii. 13-54 Wheelabrator contract
  - f. 13-55 Finance Director: Encumbrances
  - g. 13-56 Discussion of School Board appointment
- 13. SUB-COMMITTEE REPORTS**
- 14. PUBLIC INPUT**
- 15. NON-PUBLIC SESSION**
  - a. **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. Tax deeded property.
- 16. ADJOURNMENT**

### **Public Input**

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

**TOWN COUNCIL MEETING  
MINUTES  
Wednesday, May 22, 2013**

**CALL TO ORDER**

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

**ROLL CALL - ATTENDANCE**

Chairman James Sullivan, Dr. Dean E. Shankle, Jr. (Town Administrator), Nancy Comai, Vincent Lembo, James Levesque, Todd Lizotte, Susan Lovas Orr, Robert Duhaime, and Leslie Boswak.

Excused: Michael Downer.

**PLEDGE OF ALLEGIANCE**

**APPROVAL OF PUBLIC MINUTES 05/08/2013**

*R. Duhaime motioned to approve the public minutes of May 8, 2013 with edits. Seconded by V. Lembo.*

*Vote unanimously in favor.*

**AGENDA OVERVIEW**

Chairman Sullivan provided an overview of tonight's agenda.

**CONSENT AGENDA**

- a. 13- 41 Site Surety Bond Release – Crown Communications - \$1,500
- b. 13- 42 Gift Card Donation from Memorial School - \$550

*T. Lizotte motioned to approve the consent agenda. Seconded by J. Levesque.*

*Vote unanimously in favor.*

**TOWN ADMINISTRATOR'S REPORT**

- Election Results – will be discussed later tonight
- Internal Activities – I did interviews for the positions of CEO & recording secretaries for different boards & committees. I finished a grievance hearing for DPW
- External Activities – The Hooksett-ites had their “golden years” luncheon at the Derryfield Country Club and Chairman Sullivan and I attended
- Hooksett Open Tolling – Councilor Levesque and I attended the ribbon cutting ceremony. This is an Easy Pass lane that you don't need to slow down below the speed limit. Part of the ribbon was given to Councilor Levesque
- Tax Deeded Properties – We are working with people in non-public session on how people will pay
- Bass Pro – They met with the ZBA a week or so ago and are moving forward from there. Senator Boutin in contact with Commissioner Clemens for a NHDOT driveway permit.
- Family Feud II – June 13<sup>th</sup> at the Library; it is a fundraiser for the Veteran's Memorial.
- Native American Mural unveiling – May 29<sup>th</sup> @ 6:00pm at Town Hall chambers

### **PUBLIC INPUT**

Dan Irish, 6 Raebrook Rd.: The letter my wife and I wrote last quick was to the Building Dept., Town Administrator, and Town Councilors. On March 11, 2013 Matt Labonte CEO said we had no Certificate of Occupancy (CO) issued to our home and we owe impact fees. On February 1, 2008 we purchased our home from Mr. Liebel. After two e-mails and two certified mails it is Dennis Laliberte who was responsible for the impact fees. Referred to original invoice dated October 31, 2006. On the Town sign-off sheet the owner/applicant must comply with all laws. Mr. Liebel had no relationship with Mr. Laliberte. The Town of Hooksett is enforcing the impact fees and CO and I was told I could come to an upcoming Town Council meeting to discuss this. Our Purchase & Sales agreement section 17 additional provisions item 3 states the seller is to provide the occupancy permit from the Town.

J. Sullivan: If we can't resolve this today, the Town Administrator will do research. He will contact you during normal working hours. If he cannot resolve it, then he will address it to the Town Council.

Don Riley Harvest Dr.: I am the Town Moderator: Prior to the May 14<sup>th</sup> elections there are 3 major pieces that take place to include: 1) filing period for the ballot, 2) unmarked ballot testing, and 3) machine testing. This year those pieces were completed much more smoothly. On May 14<sup>th</sup> we opened on time with the Supervisor of the Checklist, Moderator, four (4) ballot clerks, and others. There was one (1) resident at 6:30am. There was one minor issue with redistricting. There were those electioning, and poll observing. The school facilities are a good site for us. We store our equipment there and it saves the DPW time for transporting the equipment back-and-forth. We had help to carry stuff out to our cars. We closed the polls at 7:00pm. The post-election processing that occurs includes the checklist counts, write-in counts, ballot reconciliation, and tape. All issues have to be reconciled before I can think about declaring the results. At 9:15pm I reported the results to about 12 interested parties and we were out by 10:30pm. The results were posted the next morning at 9:30am. There were lessons learned to increase effectiveness and efficiency. 40%-50% of the process is in draft form. There are statutory responsibilities and we performed as a team. We have to provide this service to the registered voters of Hooksett. We heard many comments throughout the day on the length of the ballot; 2 pages 2 sides. Many voters were in the booths for more than 20 minutes. To assist building this team in a stronger way, would the Council consider appointing a rep. to the Board of Elections? Thank you.

J. Sullivan: Thank you.

### **NOMINATIONS AND APPOINTMENTS**

#### **a.Parks & Recreation Advisory Board: Michael Young (term until June 30, 2014)**

*T. Lizotte motioned to appoint Michael Young as a full-member to the Parks & Recreation Advisory Board with a term until June 30, 2014. Seconded by J. Levesque.  
Vote unanimously in favor.*

#### **b. Discuss openings**

J. Sullivan: Nominations will be at the first Town Council meeting in June (12<sup>th</sup>) and appointments will be at the second meeting (June 26<sup>th</sup>). Read list of boards & committees openings into the record (list available via [www.hooksett.org](http://www.hooksett.org)). The Police Commission openings will be discussed later this evening.

J. Sullivan: An application form for appointments/reappointments needs to be completed and sent to the Administration Dept. by May 31, 2013.

### **SCHEDULED APPOINTMENTS**

#### **a.Parks & Recreation Annual Report to Council**

Jacqueline McCartin: I am the Chair of the Hooksett Parks & Recreation Advisory Board. Here with me tonight is Mike Horne. For the past couple of years we have been working with other departments to include DPW, Conservation Commission, Heritage Commission, accounting office (impact fees), and HYAA to improve and provide more visibility of Parks & Recreation opportunities. We would like to take advantage of the impact fees for infrastructure. The Conservation Commission receives the quarterly impact fee reports that we receive. The Parks & Recreation Department provides quarterly updates. We contributed in the creation of the dog park in Town and it is quite popular. We went through the review and approval process with other Boards on the Pinnacle Park and contributed to the signage and welcome other suggestions. We coordinated the Head's Pond Trail with the Kiwanis. This upcoming year we will work with MS&G to extend that trail further. We also worked on the Peterbrook property. We run the risk of losing fields if Tri-Town reclaims their field. The DPW has an interactive map. There are a lot of possibilities for information on playing fields, other areas of recreation and the future regional trails system connections.

S. Lovas Orr: What was the most challenging issue you faced this last year?

J. McCartin: We can't make everybody happy all the time, for those who live close to our parks. Communication is key on all levels.

T. Lizotte: For the regional trail system is the acquisition of the Merrimack riverfront close to Allenstown?

M. Horne: The trail goes from Concord on the east side of the Merrimack River through Allenstown to the waterfront park. The regional trails committee concern is that Hooksett is the middle of the trail from Lebanon to Salem. From the Hooksett court house to Merrimack Street, how do we connect to Manchester? Manchester may use River Road. Other parts are the rail with active trails. We want to make sure we are part of the statewide trail and become part of the solution.

T. Lizotte: Is your interactive map via GIS?

J. McCartin: It is a Google interactive map.

M. Horne: It is Google with icons.

J. Sullivan: Thank you.

### **OLD BUSINESS**

#### **a.13- 28 Town Meeting Discussion – Results**

J. Sullivan: The Moderator gave an overview earlier tonight.

Dr. Shankle: The result of the election was they passed the advisory mandatory recycling item. I asked Diane Boyce to draft an ordinance for me to look at. I will bring it to the Town Council in the future unless the Council wants me to do something different.

T. Lizotte: We should assure that any ordinance created or proposed treats every taxpayer equally.

Dr. Shankle: Article 3 operating budget did not pass. The default budget is \$16,022,113. With the revaluation we will need to determine who pays what. Christine needs the report of appropriations voted and signed.

***L. Boswak motioned to authorize the Town Administrator to sign the MS2 Appropriations. Seconded by T. Lizotte. Vote unanimously in favor.***

J. Sullivan: Some money warrant articles didn't pass. The operating budget did not pass and that brings us back to a default budget.

Dr. Shankle: Friday morning I had a staff meeting and we talked about that impact on departments based on the default budget. \$230,000 for Police is the biggest part of the default budget. The part-time position was for the Finance Dept. to prep for bringing in the new finance software package and that did not pass. We will need to get her a little money for when her new program comes on line. The departments were told at the staff meeting to go back and review where they are at with their budget. Last year was a default budget. I asked the departments to look at where raises of 2% could come out of their budgets.

J. Sullivan: Are there thoughts on the warrant articles that didn't pass? Example is the revaluation that didn't pass, but we are obligated to do it by State statute.

Dr. Shankle: If the revaluation doesn't pass for 5 years, we will have to find money to do it per State law.

V. Lembo: I don't know if there is anything more we can do to promote or at least inform the public on some of the warrant articles. Example is revaluation. We will have to come up with that money somewhere. Could we have done a better job promoting it to the public? It wasn't a wish list item, but a necessity. Somewhere down the line we would have to come up with it. In 4-5 years we will need \$400,000-\$500,000. I didn't see a lot of write-up in the Hooksett Banner and Union Leader on the warrants. In the future we should put something in there from the Town Council.

J. Sullivan: Are there any thoughts on improving communications? This year and last year we had video communication. This year we did not send out a voter's guide mailer.

L. Boswak: We should continue to send out newsletters. You cannot try to persuade voters, but you can list if you vote yes or if you vote no on an item. You are not trying to sway the vote.

V. Lembo: At the deliberative session Mr. Miville spoke a little bit about this. He promoted as much as he could. Nothing from the Town Council got out there.

J. Sullivan: We appreciate Marc and the Budget Committee. We had a default budget last year and we had sent out a newsletter.

S. Lovas Orr: A suggestion is the Town Council could write a letter to the paper from all the Councilors. Does that step over the line not to try to sway the voters? Informing voters is appropriate. The next round could be a letter to the newspaper editor explaining critical pieces (i.e. revaluation). Consider this for next time.

J. Sullivan: Later in the year we should bring this subject back up.

V. Lembo: How many default budgets have we had so far?

J. Sullivan: This year and year prior were defaults. The two years before that passed.

T. Lizotte: We are in a severe downturn and on everyone's mind are taxes. The other thing is voter turn-out. Voters may think it doesn't matter if I vote or not.

L. Boswak: We could move the election to March. A lot of people didn't know we were voting in May.

S. Lovas Orr: The economic downturn is a valid point. The previous year was lower than the default budget and that didn't pass.

T. Lizotte: I think the budget was larger last year than the default. It was the school budget that was lower.

R. Duhaime: The moderator mentioned to shorten the ballot and explain a few things. Then maybe they will read it and understand it. Sooner or later taxes have to go up to pay for things.

T. Lizotte: I looked at the warrants for trends from 1954 to now. It is cyclical; 1970's had 25 warrants. We should figure out a way to trim the fat.

N. Comai: For Town voting from 1954 to today, how many voting times was in May?

T. Lizotte: I was looking at revaluations for trends and it just struck me how many warrants there were.

J. Sullivan: The 1989 Town Charter adopted the May meeting. Prior to that the school district and town voting for officials occurred on the same day in March.

N. Comai: 25 years is long enough to know we vote in May.

#### **b.Merrimack River Conservation Land**

J. Sullivan: Representative David Hess is at the State House, however he will come back here later tonight. Do I have a consensus for Rep. Hess to address the Council later this evening?

Council Consensus: Yes.

**c. 12-122 Police Commission**

Dr. Shankle: We have a Commission; we just don't have commissioners. I have been working with the Town attorney on moving forward. Referred to the Charter and 1975 law for a Police Commission. The way it is set-up is that a commissioner vacancy is to be filled by the remaining commissioners. At this point that can't happen, because we have no commissioners. The options: 1) go to court and have a judge say with no commissioners give the Town Council the authority to pick three commissioners instead of one, 2) without going to court we were due to appointment one commissioner as of July 1, 2013 who can then appoint another commissioner and then the two acting commissioners can appoint the third one for 240 odd days, and 3) legislative solution created by an act of legislation that could abolish the Police Commission at the guidance of Senator Boutin. We have half dozen interested individuals who would like to serve on the commission. For these individuals there is the process of getting background checks, however the Town Council can waive those. The issue is we wouldn't have anyone until July 1<sup>st</sup>.

J. Levesque: The initial warrant article had the Police Commission dissolve 15 days after it passed by the voters. Leslie's amendment gave them 240 days out of courtesy to the commission for them to complete their work instead of throwing them out the door. Doesn't the State law trump the warrant article and after 15 days the Police Commission is gone? I have all the faith in the Town Administrator and Police Chief. After talking with the officers they are elated there is no Police Commission. We need a clean and simple way to move forward. We will have to move forward after 240 days anyways, so let's do it now.

Dr. Shankle: The problem is the original legislation didn't have 15 days in it. It passed by the people now with 240 days.

N. Comai: We should go back to the warrant article and dissect it to assure what the voters voted on is what we are following through with. To Jim's point the voters voted to abolish the commission. We should move on and not put three people back in the ring and have to deal with whatever. There are other options and we should take our time to review them and include the Charter.

J. Sullivan: Councilor Comai wants us to read the article that passed by the voters and we can dissect and discuss it. Is it OK for Rep. Hess to come up and speak with the Town Council at this time?

T. Lizotte: To use Mike Downer's description, we need to "rip the band aid off". We should go the way of a legislative solution to expedite the Police Chief reporting to the Town Administrator. We should not complex this with getting people in there as commissioners.

J. Sullivan: There may be a legislative solution. Is it appropriate for State Representative Hess to come up and speak now?

Council Consensus: No.

V. Lembo: I understand what the situation is. Can they run the Police Department without a commission? Do they need sign-off from someone above a certain amount?



Dr. Shankle: I have met a couple of times with the Chief. I think things are going fine over there and the Chief can speak to that. The Town attorney sent me a copy of letter dated 1/13/2010 to the former Town Administrator. He felt that the 1975 law was specific for the Police Commission to be responsible for all personnel, but that the money was under the jurisdiction of the Town Administrator and Town Council just like we handle other departments. For a practical matter the treasurer signs the manifest based on the signature of the Town Administrator. It is a matter of law according to the Town counsel and that is what should be happening. In the past it was a matter of courtesy to allow the Police Commission leeway on how they spent money. Now with no Police Commission, if OK with the Town Council, money items could just be with my signature.

V. Lembo: Like other departments they can spend \$2,000, then at \$5,000 need the Town Administrator approval, and over \$5,000 need the Town Council approval.

Dr. Shankle: Over \$15,000 requires bids.

S. Lovas Orr: Are there any guidelines on how many days to fill empty seats on the Commission?

Dr. Shankle: Technically we can't fill empty seats now. July 1<sup>st</sup> we fill seats.

S. Lovas Orr: 240 days is when?

Dr. Shankle: January 9, 2014.

S. Lovas Orr: I am concerned about overriding the voters will. This is what they passed and I am very hesitant to do something different than what the voters said. The Police Commission quitting made it more difficult to abide by the will of the voters. I would like to hear what Representative Hess has to say relevant to legislation.

L. Boswak: I agree with Councilor Lizotte to invite Representative Hess to speak.

R. Duhaime: The Town Administrator was coming up with a plan if the article passed. The Town Administrator was to take over after a certain date. Now you have to step up the process faster.

Dr. Shankle: The presumption was the Police Department would become a regular department of the Town.

J. Sullivan: And the Town Administrator is ready to take charge.

T. Lizotte: What's in best interest for the Town? We should expedite the process to get the Police Department in the hands of Dr. Shankle. Seeking a solution through the court is more damaging. It may unravel on the legislative side.

N. Comai: Referred to Charter Section 12.1 Continuation of Government “. . . The Council shall take whatever measures are necessary to effectuate an orderly transition . . .” We should take what the warrant says at its full context.

V. Lembo: Authors of that original petition had 300+- folks that signed that petition. I question the legality of it being amended at the Town deliberative session with only 50+- voters that amended it. The Town attorney at the deliberative session said we could amend it with that many voters.

J. Sullivan: Mr. Hess and our Moderator are invited to come up and speak. Representative Hess can help us in regards to legislation.

L. Boswak: Referred to the LGC municipal law section on petitioned warrant articles.

J. Sullivan: There may be a legislative solution to this.

Representative David Hess: Early this week or late last week I received a call from Senator Boutin asking about a possible amendment to a Senate bill to abolish the Police Commission immediately at enactment of that particular bill. He asked if I thought it would pass through the Senate. I also had a discussion with the Town Administrator. We talked about adding an amendment to a bill in the legislature and how you have to make sure you ducks are lined-up. I was under the impression they were lined-up under this bill. I was asked by Senator Boutin to check the last duck. It is in the water. It was approached as something already in the works. I didn't initiate it; therefore I have no opinion one way or the other. I read in the newspaper that all of the Police Commissioners had resigned. This is something you can consider.

J. Sullivan: What is the Senate and General Court timeframe?

Rep. Hess: One never knows the timeframe, but it should be on or before June 30<sup>th</sup> if it is passed. There are a number of steps in this process. I told Senator Boutin that if my name was added as a co-sponsor I would be happy to facilitate to move process along, but it doesn't mean that I agree with it. The process for the amendment: 1) gets introduced in the Senate with 13 votes, 2) needs approval by the Senate, 3) goes back to the House with passage as amended, and 4) House will concur or non-cur with the committee of conference (who knows on this last one). I have been told the House and Senate does not have a problem with an amendment on this. I feel confident there will be no objection by either the Senate or House. If that is the case, I think by June 30<sup>th</sup> it will be passed.

***T. Lizotte motioned to authorize Dr. Shankle to expedite the transition of oversight of the Police Department to Administration, by seeking a legislative solution, via Hooksett's legislative representatives at the NH state house. Seconded by J. Levesque.***

#### **Roll Call**

**T. Lizotte – Yes**

**J Levesque – Yes**

**V. Lembo – Yes**

**J. Sullivan – Yes**

**N. Comai – Yes**

**S. Lovas Orr – Yes**

**R. Duhaime – Yes**

**L. Boswak - Yes**

***Vote unanimously in favor.***

N. Comai: Would it be helpful for the Town Council to write a letter that we endorse this amendment?

Rep. Hess: Yes.

***L. Boswak motioned to authorize the Town Council Chair to sign any letters of support for the bill with the amendment to abolish the Police Commission. Seconded by T. Lizotte. Vote unanimously in favor.***

Dr. Shankle: Several people expressed their interest for the Police Commissioner openings. I will hold their names in case the legislation doesn't pass.

N. Comai: Tonight to July 1<sup>st</sup>, how does Chief function with administrative duties, spending money, and personnel? How do we give the Town Administrator authority? There has to be stuff going on now.

**5 MINUTE BREAK – meeting resumed at 8:00pm**

J. Sullivan: Now and after July 1<sup>st</sup>, how does the Police Department operate?

Dr. Shankle: If it is the will of the Town Council, we can use the Administrative Code as other departments do.

***N. Comai motioned to authorize the Town Administrator to adhere to the Administrative Code for the Police Department to be a traditional department. Seconded by T. Lizotte.***

Chief Bartlett: In speaking with Dr. Shankle my concerns operationally are bill payment, manifests, and things of that nature. From this meeting we will be covered under the Charter. For items over my spending authority, I will bring those to the Town Administrator. I do have some things from the last meeting to move forward. Financially my concerns are the radio equipment and computer system. We have a unique opportunity with some funding up to the end of the year. I will address to the Council at some point to move money around for some major issues such as computers and records management. There are a couple of personnel matters to address as well. The day-to-day operations are solid. The Police Dept. men and women are doing their jobs. We are in full operation mode. We have solidity on how we are functioning for public safety of the residents. We are solid and won't falter for a minute.

N. Comai: Referred to Charter Section 4.5 Powers and Duties of Administrator Dr. Shankle “. . . shall supervise and direct the administration of all of the Town departments and personnel therein . . .” Financial and personnel is how I interpret this Charter.

J. Sullivan: The Town Administrator will bring us in when we need to be brought in. It is between you and the Town Administrator; similar to the Fire Dept.

Chief Bartlett: As of now the Town Administrator and I will run the Police Dept. at the guidance of the Town Council as any other dept.

Dr. Shankle: Administratively that is OK. For personnel items we will have to talk about how that will be handled until the Police Commission is dissolved.

L. Boswak: Do you have any hires to fill before July 1<sup>st</sup>?

Chief Bartlett: No. We recently hired a new dispatcher and a new candidate that I swore in on Monday.

*Vote unanimously in favor.*

**b.Merrimack River Conservation Land**

J. Sullivan: I invite Rep. Hess to come back to the table.

T. Lizotte: Rep. Hess has provided an outline of the three motions he is requesting as they are lengthy.

Representative David Hess: Mr. Chair and members of the Town Council, on behalf of the Conservation Commission we thank you for your indulgence. We would like to purchase 135 acres of conservation land at no cost to the taxpayers of Town. We are negotiating with five property owners vs. the original two. The motions are affirmations and ratifications of what was already done. The project is along the Merrimack River. The two major land owners have been paid. They are Barbara Brown and Hooksett Land Trust.

Rep. Hess: The first motion is for the north area. We based our information on tax maps and assumed the area was owned by Barbara Brown but it wasn't. This area is 6.21 acres of land from the Merrimack River to the eastern side of the water way and is owned by Mr. Bailey. He will sell it to the Town and in turn the Town will sell him the B&M railroad ROW that was abandoned in the 1850's. MS&G owned that land and quitclaimed it to the Town at no cost. Doug Bailey has a contiguous deed. The lower ROW is closer to the Head's Brick Yard. It gives us 24 ft. to construct and maintain a pedestrian and motorized way. Part of the reduction in purchase price was because we found out Barbara Brown didn't own that property.

Rep. Hess: The second motion is for property owned by Carlisle and Judith Mason. Mr. Mason is here tonight and he has legal counsel. He owns two lots between Merrimack Street and the railroad ROW and a sliver of land along the Merrimack River. The Town will quitclaim property south of this land and he will give us the trail easement for pedestrian and non-motorized traffic, and a foundation for a bridge along Brown Brook north along tree line. We hired surveyors. We grant him and his heirs or whoever owns the back property will forever have access to the Merrimack River. We will give him the personal right to maintain, install, and remove a temporary seasonal dock that is 4 ft. wide x 24 ft. long.

Rep. Hess. The third motion is all the land except the Mason land indicated in yellow on my plan. The Society for the Protection of New Hampshire Forests will be granted a conservation easement over all of the land except .91 of the Mason Land. We want to secure \$75,000 in grants to help us purchase the land. The Society above helped us get \$80,400 in grants from LCHIP. There will be no limits on hunting and the public has to have access to the property. This last item does not require your vote. Mark Dunn, lawyer from Concord, was not sure you need to ratify, but he said to be on the safe side we should request three motions tonight. We are going to enter the stewardship between the Forestry Society and Conservation Commission. The

Forestry Society oversees the Conservation Commission annual monitoring at no cost to the Town.

*T. Lizotte motioned that the Council ratify and affirm the boundary line adjustment with Douglas P. Bailey along the northerly side of the Merrimack Riverfront Conservation Project whereby: (1) The Town Conveys to Mr. Bailey by quit claim deed approximately one acre of the old former B&M Railroad right-of-way bisecting Mr. Bailey's land approximately 1686 feet east of the Merrimack River; (2) The Town conveys to Mr. Bailey by quit claim deed approximate  $\frac{3}{4}$  acre of another former B&M Railroad right-of-way bisecting Mr. Bailey's property between 740 and 823 feet easterly of the Merrimack River, but retaining a surface easement for a pedestrian and non-motorized vehicular trail 24 feet wide and approximately 506 feet long within said right-of-way or within 40 feet east or west of said right-of-way; and (3) Mr. Bailey conveys to the Town approximately 6.21 acres of woodland, wetlands and cultivated field from the easterly bank of the Merrimack River approximately 780 feet east and approximately 334 feet wide to the easterly side of a wetlands drainage area; all upon payment by the Town exclusively from conservation funds to Mr. Bailey of \$10,000; AND that the Council authorize the Chair to execute any and all documents needed to consummate said adjustment. Seconded by L. Boswak.*

**Roll Call**

T. Lizotte – Yes  
J Levesque – Yes  
V. Lembo – Yes  
J. Sullivan – Yes  
N. Comai – Yes  
S. Lovas Orr – Yes  
R. Duhaime – Yes  
L. Boswak - Yes

*Vote unanimously in favor.*

V. Lembo: At the break Mr. Mason said he would like to address the Town Council tonight.

Rep. Hess: That is for the 2<sup>nd</sup> motion requested tonight.

J. Levesque: Does Mr. Bailey have the right to cultivate the corn field?

Rep. Hess: No that is with the Conservation Commission. We have no present plans on this. The grants we received have a 50 ft. buffer for wetlands and water lands and that may affect the cultivation of farmland. Mr. Bailey doesn't reserve the right on 6.2 acres. The grant process states cultivation may happen in the future.

J. Levesque: I believe there was something discussed with the Conservation Commission about the tractor getting out there.

Rep. Hess: The area goes down Merrimack Street to Allenstown and stops if someone is plowing the fields. The McNamara family would need to give permission to access their fields. This area was farmed by the Gold Farm from Pembroke for years.

L. Boswak: The 4<sup>th</sup> issue we are not voting on, but for the entire parcel will the Forestry Society have additional restrictions and stewardship like Bearpaw?

Rep. Hess: It will be similar to the Bearpaw stewardship. Essentially they are the same. To the extent of Conservation Commission easement it is almost non-negotiable. We have the LCHIP \$80,400 and \$150,000 grant. Michael Spelts, Forestry Society and I spoke with Steve Couture and Cindy Robertson of the Conservation Commission. The conservation easement is a 20 page document and out of 25 items Mike resolved 23 of them. The LCHIP, DES, and EPA say what we have to have.

***T. Lizotte motioned that the Council ratify and affirm the boundary line agreement with Carlisle B. and Judith F. Mason along the southerly side of the Merrimack Riverfront Conservation Project whereby: (1) The Town conveys by quit claim deed approximately 0.23 acres of the old B&M Railroad right-of-way immediately east of the Merrimack River and north of Brown Brook, but reserving a surface easement across the entire parcel for a pedestrian and non-motorized vehicular trail and to support a bridge across Brown Brook; (2) Carlisle B. and Judith F. Mason convey by quit claim deed approximately .068 acres north of the aforesaid property extending from the easterly side of the former B&M Railroad right-of-way westerly to the Merrimack River in a straight line extension of the boundary line between Tax Map Lots 5-14 and 5-13 to the River, but reserving a surface easement to cross over a portion of said property to and from the Merrimack River beginning at the northwest corner of Tax Map Lot 5-14 and continuing 133.42 feet on a course of S72\*53'17" to the Merrimack River, and further reserving a personal license to construct, maintain, repair, and remove a temporary seasonal dock no larger than 24 feet long by 4 feet wide within the surface easement herein reserved to Carlisle B. and Judith F. Mason; AND that the Council authorize the Chairman to execute any and all documents needed to consummate said agreement. Seconded by J. Levesque.***

J. Sullivan: Please come up Mr. Mason.

Carlisle Mason: I haven't even had this plan for a week. I haven't had time to digest it. My attorney hasn't had time to digest it. This is the plan about the quitclaims.

Rep. Hess: In February and March 2013 I contacted Brian Germaine, Mr. Mason's attorney, and negotiated and reached an agreement. I assume his attorney shared the agreement. We incurred legal and environment fees to finalize the agreement. I met with Atty. Germaine at his office in Derry on May 10<sup>th</sup> and gave him a courtesy large version of the survey. Atty. Germaine had no disagreements and was coming to the Town Council. On Friday I received comments and concerns from Atty. Germaine, but no denials. I am here tonight to request ratifications. This is all after incurring thousands of dollars of Town funds. Since he (Mr. Mason) is represented by counsel I cannot speak with him. We have been on the property with Mr. Mason several times.

Dr. Shankle: I understand the Town Council may be reluctant to get involved with this with someone concerned with an agreement and whether it has been negotiated. The Representative from the Town is saying it has been negotiated. If Mr. Mason's attorney doesn't like it they will have to come back if they won't sign it.

J Sullivan: It is a legal agreement. If the Town Council authorizes me to sign it, it still has to go to Mr. Mason's attorney for signature. If they don't sign it then we can finalize any concerns and objections.

Rep. Hess: That is correct.

V. Lembo: Obviously Mr. Mason isn't saying he doesn't like it. He just wants more time to digest it.

J. Sullivan: If we sign here, he still would have as many days he would like to sign-off on his part of the agreement. Is that true Mr. Hess?

Rep. Hess: If the Town Council doesn't vote tonight, then the project is in jeopardy. The deadline for the LCHIP approval is before your next meeting.

J. Sullivan: If we sign now and if Mr. Mason chooses not to sign, how does that impact the LCHIP grant?

Rep. Hess: Not as much; that should not jeopardize LCHIP.

J. Sullivan: By us signing tonight does not limit the time for Mr. Mason to review the plan.

Rep. Hess: Correct, it is just not finalized until Mr. Mason signs it.

V. Lembo: I am concerned with the Town strong-arming a landowner to sell his property.

V. Lembo: Can I make an amendment that we approve the motion above conditional that Mr. Mason approves the agreement? We have a landowner here asking for a little bit more time to digest what was given to him last Friday.

L. Boswak: We need to present to LCHIP that we ratified it and that is where the issue is. The LCHIP grant is a greater need. Mr. Mason and his attorney can come back and take time to do what they need to do. We need to preserve the grant.

T. Lizotte: Mr. Mason doesn't lose any of his rights. We are ratifying what the Conservation Commission has moved forward. The procedural formality is what is being presented to the Town Council and the Conservation Commission needs our approval. Ultimately you have to agree. This is just a formality and nothing else.

Rep. Hess: You voted previously to this agreement based on a representation of Atty. Germaine. You are just ratifying it. \$80,400 in grant funds is in jeopardy.

S. Lovas Orr: I call the question.

**Roll Call**

**T. Lizotte – Yes**

**J Levesque – Yes**

**V. Lembo – No**

**J. Sullivan – Yes**

**N. Comai – Yes**  
**S. Lovas Orr – Yes**  
**R. Duhaime – Yes**  
**L. Boswak - Yes**

*Vote 7 in favor and 1 opposed. Motion Carried.*

J. Sullivan: Mr. Mason you may come back in the future should you choose.

*T. Lizotte motioned that the Council ratify and affirm that the Town, in consideration for the Society securing the grants of \$75,000 toward the purchase of the Conservation Project land and assisting in obtaining an additional grant of \$80,400 from LCHIP toward the said purchase, grant to the Society for the Protection of New Hampshire Forests a conservation easement over all of the land of the Merrimack Riverfront Conservation Project except the 0.91 acres of land involved in the Mason boundary line adjustment, consisting of approximately 133 acres; AND that the Council authorize the Chair to execute any and all documents needed to consummate said easement. Seconded by L. Boswak.*

S. Lovas Orr: Explain to me how management of this land is different under this process?

Rep. Hess: In order to received State, Federal and private grants to purchase land, you have to make certain commitments. The Forestry Society requires you have to set up safeguards. Towns have purchased land for conservation use and over the years have de-conserved the land. Example is in Bow where there is now a high school on conservation land. If a town owns land the town can do anything they want with it regardless what they told the landowner. There are conservation entities such as the Forest Society and Bearpaw, but you have to commit to conserving the land by the granted easement. If you violate the agreement, they can step in and say no. They have the legal authority to enforce the town cannot change the use of the land as originally agreed. We can't put a three-story apartment complex on this property. We can't build a baseball field or hockey rink. That is why they helped us get half the price of the land. 10, 20, 30 years down the line our successors must have the land remain as conservation land. If the town doesn't live up to its obligations and if the conservation easement holder doesn't uphold their side, then the State can step in to assure the original use of the conservation land. The funds are \$150,000 aquatics, \$80,400 LCHIP, and \$75,000 from two private foundations.

S. Lovas Orr: So the Forestry Society can never take the land from the Town. They can just enforce that we can't build on or use it for other use.

Rep. Hess: If there was a horrendous event, the Feds could take over the land.

**Roll Call**

**T. Lizotte – Yes**  
**J Levesque – Yes**  
**V. Lembo – Yes**  
**J. Sullivan – Yes**  
**N. Comai – Yes**  
**S. Lovas Orr – Yes**  
**R. Duhaime – Yes**  
**L. Boswak - Yes**



*Vote unanimously in favor.*

Rep. Hess: Thank you.

**NEW BUSINESS**

J.Sullivan: c.13- 45 Fee Schedule updates – the Fire Chief is unable to attend tonight.

**b. 13- 44 Roadway Impact Fees – Zone 2 Sidewalks on Main Street**

Leo Lessard, DPW Director: This is for zone 1 impact fees that expire June 13, 2013. I would like to take the \$72,926 money in there now and develop sidewalks in front of Town Hall from Lafond Ave. to Donati Park north parking lot. It is 770+- feet and we have preliminary designs. CMAQ funds are 80/20.

Dr. Shankle: At the Village planning meetings the few things they all agreed on was the importance of more sidewalks.

J. Sullivan: Could you continue the sidewalks from Lafond Ave. to Donati Park's south parking lot?

L. Lessard: We can look into the south parking lot.

V. Lembo: You said zone 1, but it is zone 2.

L. Lessard: Yes it is zone 2.

V. Lembo: The Planning Board has an ordinance on sidewalks. A couple of years ago the Town Council informed the Board there is maintenance issue with sidewalks and not to approve any more.

R. Duhaime: It is still in the ordinance, therefore the Board would still have to include it. I think you are speaking of State roads. Example is the connector road sidewalk that the Town is required to maintain.

J. Sullivan: Anything that occurred prior to that is grandfathered.

V. Lembo: Some developments that were asking for sidewalks the Council said they didn't need to do it.

J. Sullivan: I don't think the Council has the authority to state whether or not there should be sidewalks.

V. Lembo: Do we have equipment to maintain sidewalks?

L. Lessard: We have a sidewalk plow. Mr. Duhaime is right that we have to maintain state sidewalks.

V. Lembo: If a development has sidewalks do we maintain them?

L. Lessard: The University Heights project doesn't say we have to plow, but that we make an attempt.

J. Levesque: I remember the prior DPW Director didn't want sidewalks. We didn't change the ordinance, because it allowed the Planning Board leeway not to put them in.

***V. Lembo motioned to authorize the DPW Director to use zone 2 roadway impact fees for new sidewalks on Main Street. Seconded by J. Levesque.***

V. Lembo: Councilors Duhaime and Orr have been on the Planning Board. Has the Planning Board been waiving sidewalks?

R. Duhaime: Not that I am aware of. New developments yes, but not for existing roads with new houses, because that is preexisting.

V. Lembo: The master plan should be looked at for sidewalks.

N. Comai: Where did the \$80,000 for sidewalks on College Park Drive come from?

L. Lessard: 2008-2009 impact fees.

N. Comai: The impact fees could go back to the developer if not used by June 13, 2013. For 770 ft. of sidewalk, how much will it cost to maintain? We are already in a default budget.

L. Lessard: If we don't use the money, it goes back to the developer. It is a safety issue to have sidewalks from Main Street to the library. I don't want people walking in the street.

N. Comai: I want sidewalks too, but we need a plan.

L. Lessard: We could get a donation through CMAQ money for sidewalks from the connector road to the library and someday to Robie's.

N. Comai: I concur with Vinnie tonight, but I would like to see a map and plan of sidewalks moving forward so we are all solid where we are going with this. An 8 ½ x 11 plan listing a, b, c and the cost to maintain them.

J. Sullivan: Authorization for the CMAQ sidewalk was approved by this Council. I personally said no because it did not connect. This is now connecting from Town Hall to another town facility and that makes sense; town owned property to town owned property. In winter months I was wondering why we are plowing behind the town library when you have to walk almost two miles before you would get to a house. Let's hope this is not Hooksett's sidewalk to nowhere.

V. Lembo: In your best guesstimate what is the life expectancy for a sidewalk plow and how much would it cost to maintain? Can we use impact fees to purchase a new one?

L. Lessard: We can't purchase equipment with impact fees. That one (sidewalk plow) is in the CIP. It is a mid-1990 model and in bad shape. We will need a new one shortly.

Marc Miville, CIP Vice-Chair: The CIP scheduled two more years for the \$90,000 request out of total \$140,000.

L. Lessard: I believe it costs \$160,000.

J. Sullivan: For future Councilors the issue with sidewalks is the cost to maintain them.

R. Duhaime: Kiwanis is great at picking up trails. I believe they are already looking at sidewalks. I live between two developments, but there is no contiguous sidewalk and it is a state road.

### **Roll Call**

**T. Lizotte – Yes**

**J Levesque – Yes**

**V. Lembo – Yes**

**J. Sullivan – Yes**

**N. Comai – Yes**

**S. Lovas Orr – Yes**

**R. Duhaime – Yes**

**L. Boswak - Yes**

*Vote unanimously in favor.*

### **a.13- 43 Electronic Public Input**

N. Comai: After the last meeting I sent a quick e-mail to Dean Shankle and Jim Sullivan regarding a charter change request.

J. Sullivan: I don't think electronic public input is a charter requirement, but rather under Council procedures. The intent is for a Councilor who couldn't attend, but participated via technology vs. non-councilor Tweets. Skype is allowed for a Councilor that can't be here. Citizens participating electronically during our time is another thing.

L. Boswak: I don't think we need to address this. Per RSA 91:A2 paragraphs 2 & 3 states we don't discriminate against the public for those who have or don't have electronic access.

J. Sullivan: Councilors who participate via electronic method is OK, however the question is the public participating this way.

S. Lovas Orr: First I would like to address that we have time for public input and we respect that. Whether we decide to accept electronic public input or not is another issue. Those from the public who took time to come here and speak should be allowed to speak. I am torn about this. There is the issue of the elderly or a person who doesn't have internet access. On the other hand you may allow public input to those who weren't able to participate. I would agree I would like to see what other towns do and have a more in depth discussion on how to manage this. I don't want to give out my personal cell phone number for people to text me during the meeting. We would need one mailbox and who is going to manage it?

V. Lembo: First who requested this item be put on the agenda? I am debating 7 or 8 Councilors and then to have a constituent into the conversation via a Tweet and have public record saying

something I thought was inappropriate. The forum at the library for candidates there were many times he would like to shout "point-of-order", but he knows he has to wait for public input. It took me back when you, Nan, did that the other night.

J. Sullivan: I received four individual requests to put this item on the agenda.

V. Lembo: I am against people Tweeting in questions. When that happened to you Nan I believe that then happened to Dr. Shankle.

R. Duhaime: The younger generation is coming along whether we like it or not. We want to get people in politics and become active in the community. How I don't know: texting, etc.? At the same time we need to be realistic and keep the meeting moving along. It is not fair to people who wait patiently in the audience to speak.

N. Comai: There is a broad range on how to do it. These things can be done at public forum. Some will say no. We communicate now in a whole different way. We need to be a board who allows for change. I just wanted to put it out there. What happened the other night, I was honest about what came in and who said it for transparency.

L. Boswak: The number one reason we are here is to our business meeting.

S. Lovas Orr: The Town Administrator should do a little bit of research on how other towns are dealing with this issue.

J. Sullivan: Dean will look at more information.

### **SUB-COMMITTEE REPORTS**

L. Boswak: The HEDC is meeting next Tuesday afternoon. I attended the Access Greater Manchester meeting and there was a panel EDC chairmen from Manchester, Goffstown and Hooksett (Matt Mercier). There are various communities that conduct EDC initiatives. Matt is representing our Town very well.

S. Lovas Orr: I was not at the Planning Board meeting on Monday, because I was an abutter to 2 out of 3 items on the agenda.

N. Comai: I have nothing to report.

J. Sullivan: Heritage Day is this Saturday check the website. Activities include: Robie's open with reflections of old timers, Historical Society open, Old Town Hall open, and friends of the Head School Society open house. Week from tonight at 6:00pm is the unveiling of the Native American murals by Mr. Cheever. Presenters will include the artist's son, State Archeologist, Arts Council, a member of the Indian Museum in Warner, and preservation and restoration people. Also there are new Historical Society displays out in the hall. Family Feud II is June 13<sup>th</sup> to raise funds for heritage programs. We are slowly working on a program for Veterans Park at Jacob Square. A fantastic job to my fellow board member Kathie Northrup.

V. Lembo: I have nothing to report.

J. Levesque: The Board of Assessors has not met. Next week is the Recycle & Transfer meeting. This week SNHU had two ZBA items for wetland impacts. The ZBA also had a homeowner with a daycare who wanted to increase to 6 kids; state approved 9 that passed. The 28 by-pass site walk was Monday for a proposed medical building in an industrial area. The ZBA granted same approval for where the mortgage company is located across the street.

T. Lizotte: I have nothing to report.

### **PUBLIC INPUT**

Marc Miville, 42 Main St.: Councilor Orr state a default budget 2 years in a row. Previous was \$327,000 over default not approved. My point of view after elections is that I heard a lot of similar comments as Moderator Riley that there were too many warrant articles. To some extent we have done our part and there was a voter's guide. Yes I think there should be more information sharing before the election. The \$366,000 budget, we had to sell it. I wrote the voter's guide and sent four letters to the editor so I have no regrets on my efforts on that. Even though there were too many articles they voted on all except three. Salaries should be in the warrant articles. We should exam what goes in CIP items. The focus next year is to get out of the default budget. No matter how the vote came out for the Police Commission you are handling it for a seamless transition and I commend you for that. I would now like to see a double-down strong concerted effort for positive atmosphere from all citizens despite former positions on the Police Commission. I would like to approach citizen and hope they would take it – I have shirt on tonight I haven't worn in long time. We must all move on together with the Council in the leadership role. The citizens must unite. I have suggestions and will provide those at a later time. As for Tweeting and public input, I sit here for hours and wait to speak. I don't want to be sitting here to hear a Tweet or e-mail coming in. We have the videos. If someone wants to speak they should attend the meetings and be as passionate here as I am.

### **NON-PUBLIC SESSION**

**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.

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

### **Entered Non-Public Session @ 9:45pm per RSA 91-A:3 II (c) & (d)**

*J. Levesque motioned to enter non-public session @ 9:45pm per NH RSA 91-A:3 II (c) & (d).  
Seconded by T. Lizotte.*

### **Roll Call**

**T. Lizotte – Yes**  
**J Levesque – Yes**  
**V. Lembo – Yes**  
**J. Sullivan – Yes**  
**N. Comai – Yes**  
**S. Lovas Orr – Yes**  
**R. Duhaime – Yes**  
**L. Boswak - Yes**

*Vote unanimously in favor.*

**Exited Non-Public Session @ 11:29pm per RSA 91-A:3 II (c) & (d).**

*J. Levesque motioned to exit non-public session @ 11:29pm per NH RSA 91-A:3 II (c) & (d).*

*Seconded by S. Lovas Orr.*

*Vote unanimously in favor.*

*T. Lizotte motioned to seal the minutes of the non-public session. Seconded by S. Lovas Orr.*

*Vote unanimously in favor.*

*T. Lizotte motioned to adjourn at 11:30pm. Seconded by L. Boswak.*

*Vote unanimously in favor.*

**ADJOURNMENT**

Chairman Sullivan declared the meeting adjourned at 11:30pm.

**Respectfully submitted,**

**Donna J. Fitzpatrick**

**Dean Shankle**

**AGENDA NO. 13-46**

**From:** Hooksett Heritage <Hooksett.Heritage@myfairpoint.net>  
**Sent:** Wednesday, June 05, 2013 10:36 PM  
**To:** Dean Shankle  
**Cc:** Sullivan Jim  
**Subject:** another donation/Vet Park

**DATE: 6/12/13**

**Dean, the council is already accepting a couple other donations next week. Would you please add another \$50 from an individual please.**

**I tried the letter to the editor as a reminder to individual donors. This is the 2nd one. Better than none...**

**There will perhaps be one more check from an individual.**

**Kathie**

Hooksett Chamber of Commerce \$100  
husband and wife \$25  
husband and wife \$50  
group of individuals \$100

**Staff Report  
Donation to Fire-Rescue  
June 12, 2013**

AGENDA NO. 13-47  
DATE: 6/12/13

**Background:** Per RSA 31:95-b, III (b) for such amount less than \$5,000. Council shall post notice in the agenda and shall include notice in the minutes of a Council meeting in which such moneys are discussed.

**Issue:** To accept the donation of a \$500.00 check donated to the Hooksett Fire-Rescue Department.

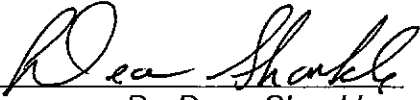
**Discussion:** The Hooksett Fire Department was given a donation of \$500.00 from John Solorio in appreciation for what we do. This donation was given to Hooksett Fire-Rescue Department for new equipment and supplies.

**Fiscal Impact:** The donation is a gift to the Hooksett Fire-Rescue Department for a total amount of \$500.00. No fiscal impact

**Recommendation:** Motion to accept the donation of \$500.00 under RSA 31:95-b, III (b).

**Prepared by:** Fire Chief Michael Williams

**Town Administrator Recommendation:** Concur.

  
\_\_\_\_\_  
Dr. Dean Shankle  
Town Administrator



AGENDA NO. 13-48

DATE: 6/12/13

**Staff Report  
Acceptance of Donations  
June 12, 2103**

**Background:** Per RSA 31:95-b, III (b) for such amount less than \$5,000. Council shall post notice in the agenda and shall include notice in the minutes of a Council meeting in which such moneys are discussed.

**Issue:** To accept a donation of \$500.00 donated to the Hooksett Police Department.

**Discussion:** The Hooksett Police Department received a donation from John Solorio a Hooksett resident in appreciation of the all the hard work the Hooksett police officers have been doing.

**Fiscal Impact:** The donation is a gift to the Hooksett Police Department for a total amount of \$500.00, no fiscal impact.

**Recommendation:** Motion to accept the donation of \$500.00 under RSA 31:95-b, III (b).

**Prepared by:** Francine Swafford, Executive Assistant

**Town Administrator Recommendation:** *concur*



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

# TOWN OF HOOKSETT

## MEMBERS INTERESTED IN REAPPOINTMENT FOR FISCAL YEAR 2013-2014

### CONSERVATION COMMISSION

(2) Full Members, exp. 6/2016

**David Hess - Application received**

**Philip Fitanides – Application received (currently an alternate whose term ends 6/14)-->Has not signed Fraud Policy**

### ECONOMIC DEVELOPMENT COMMITTEE

(1) Full Member

### CEMETERY COMMISSION

(1) Full Member, exp. 6/2016

### HERITAGE COMMISSION

(2) Full Members, exp. 6/2016

(1) Alternate Member, exp. 6/2014

(1) Alternate Member, exp. 6/2015

### PARKS & RECREATION ADVISORY BOARD

(1) Full Member, exp. 6/2016

(1) Alternate Member, exp. 6/2016

### PLANNING BOARD

(2) Full Members, exp. 6/2016

(1) Alternate Member, exp. 6/2014

(1) Alternate Member, exp. 6/2015

(1) Alternate Member, exp. 6/2016

**Thomas Prasol – Application received (wants to be a full member), Planning Board voted to recommend unanimously**

### POLICE COMMISSION\*\*\*

(3) Full Members, exp. 1/9/2014

### RECYCLING & TRANSER ADVISORY COMMITTEE

(1) Full Member, exp. 6/2016

(1) Alternate Member, exp. 6/2016

**Richard Bairam - Application received (wants to be a full member)**

**Robert Schroeder - Application received**

### Southern NH Planning Commission (SNHPC)

(1) Full Member, exp. 6/2017

**Mike Jolin – Application not received**

### ZONING BOARD OF ADJUSTMENT

(2) Full Members, exp. 6/2016

(1) Alternate Member, exp. 6/2016

**Gerald Hyde - Application not received**

**Roger Duhaime - Application not received**

**Jacqueline Roy - Application not received**

David J. Rogers  
15 Mount Saint Mary's Way, Unit 203  
Hooksett, NH 03106  
(603) 340-0028  
e-mail address: [nhho1701@outlook.com](mailto:nhho1701@outlook.com)

Mr. James Sullivan, Chair  
Hooksett Town Council  
35 Main Street  
Hooksett, NH 03106

June 3, 2013

Re: Hooksett Heritage Commission -- Resignation

Dear Mr. Sullivan:

I am writing to inform you of my decision to resign from the Hooksett Heritage Commission, effective immediately. I have come to the conclusion that I cannot continue to effectively serve on the Commission due to a number of personal issues that demand my attention at the present time. Also, I will not seek re-appointment to the Heritage Commission when my current term expires on June 30, 2013.

I appreciate the opportunity to have served on the Heritage Commission. Thank you for your attention to this matter.

Sincerely yours,



David J. Rogers

Cc: Kathie Northrup, Heritage Commission Chair  
Dr. Dean Shankle, Town Administrator

# Town of Hooksett

## APPLICATION FOR APPOINTED TOWN BOARD POSITION

Date Submitted: \_\_\_\_\_

Name: David W. Hess Phone: 603-485-9027

Address: 68 Pine Street, Hooksett 03106

Email Address: davehess@comcast.net (NOT for circulating)

Signature: 

\*\*\*\*\*

Return completed form to: Town of Hooksett, 35 Main Street, Hooksett NH 03106,  
Attn: Katie Rosengren, Project Coordinator or email to [krosengren@hooksett.org](mailto:krosengren@hooksett.org)

\*\*\*\*\*

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

### BOARDS, COMMISSIONS & COMMITTEES

- Conservation Commission
- Economic Development Study Committee
- Heritage Commission
- Parks & Recreation Advisory Board
- Planning Board
- Police Commission (Requires at least 5 years residency and copies of MV and Criminal Records)
- Recycling & Transfer Advisory Committee
- Town Hall Preservation Committee
- Zoning Board of Adjustment
- Other (Please specify.)

How long have you been a resident of Hooksett?

41 YEARS

Why are you seeking this position?

I'm serving my 2nd term, drafted the conservation section in our Master Plan & have been active with the Forest Society & BPAR PAW Regional Greenways - & have many contracts in DES - over 3 decades

Do you have any specific goals or objectives?

Acquire all the conservation lands - & fulfill the conservation goals - set forth in the 2007 Master Plan

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

Retired attorney with 37 years experience including specialization in municipal & land use planning law & environmental law.

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

None

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

Town & School Moderator : 24 years total  
Budget Committee : 3 years  
Town Legal Council : 13 years  
St. Representative : 24 years

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

See above

**Kathryn Rosengren**

---

**From:** doctornitro@comcast.net  
**Sent:** Wednesday, May 29, 2013 4:14 PM  
**To:** Kathryn Rosengren  
**Cc:** Evelyn Horn  
**Subject:** Application Conservation Commission

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Town of Hooksett

APPLICATION FOR VOLUNTEER POSITION - Member Position

Date Submitted: \_\_\_\_\_ 052913 \_\_\_\_\_

Name: \_\_ Philip E. Fitanides \_\_\_\_\_ Phone: \_\_\_\_\_ 603- 606-  
2827 \_\_\_\_\_

Address: \_\_\_\_\_ 1407 Hooksett Road, Hooksett, NH  
03106 \_\_\_\_\_

Email Address:  
\_\_\_\_\_ doctornitro@comcast.net \_\_\_\_\_

\*\*\*\*\*  
Return completed form to: Town of Hooksett, 35 Main Street, Hooksett NH 03106, Attn:  
Katie Rosengren, Project Coordinator or email to [krosengren@hooksett.org](mailto:krosengren@hooksett.org).  
\*\*\*\*\*

Why are you seeking this position? Member of Commission for 12 years

Do you have any specific goals or objectives? - Preserve the Town of Hooksett's Environment

Days & Time Available: \_\_\_\_\_ Nights - \_\_\_\_\_

SIGNED: \_\_\_\_\_ Philip E. Fitanides \_\_\_\_\_

# Town of Hooksett

## APPLICATION FOR APPOINTED TOWN BOARD POSITION

Date Submitted: 5/30/2013

Name: Thomas R. Prasol Phone: 413.320.1523

Address: 27 Crawford Lane, Hooksett, NH 03106

Email Address: tom.prasol@gmail.com

Signature: X

\*\*\*\*\*  
**Return completed form to:** Town of Hooksett, 35 Main Street, Hooksett NH 03106,  
Attn: Katie Rosengren, Project Coordinator or email to [krosengren@hooksett.org](mailto:krosengren@hooksett.org)

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

### BOARDS, COMMISSIONS & COMMITTEES

- Conservation Commission
- Economic Development Study Committee
- Heritage Commission
- Parks & Recreation Advisory Board
- Planning Board (full member)
- Police Commission (Requires at least 5 years residency and copies of MV and Criminal Records)
- Recycling & Transfer Advisory Committee
- Town Hall Preservation Committee
- Zoning Board of Adjustment
- Other (Please specify.)

How long have you been a resident of Hooksett?

I have been a resident of Hooksett since September 2011.

Why are you seeking this position?

I am currently an alternate member of the planning board and with a full seat opening up, I would like to make the transition to a full member position.

Do you have any specific goals or objectives?

It is my goal to make Hooksett a better place for businesses and families.

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

Working in the Government affairs field in Concord, NH, I am constantly remaining up-to-date on ever changing state regulations. I have also been an alternate member of the planning board for the past 7 months where I have gain critical institutional knowledge of Hooksett rules and regulations.

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

I do not foresee any potential conflicts of interest on the board.

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

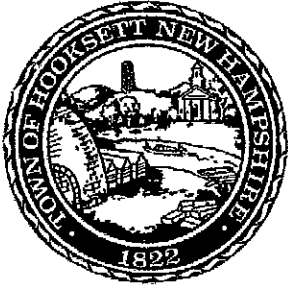
I am currently a full member of the Hooksett Parks and Recreation Advisory Board and an alternate member of the Hooksett Planning Board.

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

Hooksett Planning Board - 10/2012 - present

Hooksett Parks and Recreation Advisory Board - 10/2012 - present





# Town of Hooksett

## APPLICATION FOR APPOINTED TOWN BOARD POSITION

Date Submitted: \_\_\_\_\_

Name: RICHARD BAIRAM Phone: 603-3219

Address: 7 FARMER RD HOOKSETT

Email Address: R BAIRAM @ COMCAST.NET

Signature: Richard Bairam

\*\*\*\*\*

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

Attn: Evelyn F. Horn, Administrative Assistant or email to [ehorn@hooksett.org](mailto:ehorn@hooksett.org).

\*\*\*\*\*

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

### BOARDS, COMMISSIONS & COMMITTEES

- Conservation Commission
- Economic Development Study Committee
- Heritage Commission
- Parks & Recreation Advisory Board
- Planning Board
- Police Commission (Requires at least 5 years residency and copies of MV and Criminal Records)
- Recycling & Transfer Advisory Committee
- Town Hall Preservation Committee
- Zoning Board of Adjustment
- Other (Please specify.)

How long have you been a resident of Hooksett?

72 YRS

Why are you seeking this position?

TO CONTINUE HELPING

Do you have any specific goals or objectives?

TO HELP RECYCLING

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

OWNED MY OWN BUSINESS IN HOOKSETT 36 YRS

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

NONE

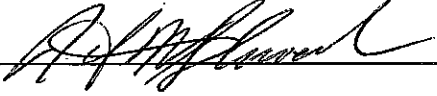
Please list any work, volunteer, and/or educational experience you would like to have considered:

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

HOOKSETT Police Commission 1999-2005  
" ZBA 6 YRS CURRENT  
" Recycling + TRANSFER 6 YRS

# Town of Hooksett

## APPLICATION FOR APPOINTED TOWN BOARD POSITION

Date Submitted: MAY 21, 2017  
Name: ROBERT W. SCHROEDER Phone: 603 485-5091  
Address: 27 GOFFSTOWN RD HOOKSETT NH 03106-2400  
Email Address: robertw Schroeder@comcast.net  
Signature: 

\*\*\*\*\*  
**Return completed form to:** Town of Hooksett, 35 Main Street, Hooksett NH 03106,  
Attn: Katie Rosengren, Project Coordinator or email to [krosengren@hooksett.org](mailto:krosengren@hooksett.org)

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

### BOARDS, COMMISSIONS & COMMITTEES

- Conservation Commission
- Economic Development Study Committee
- Heritage Commission
- Parks & Recreation Advisory Board
- Planning Board
- Police Commission (Requires at least 5 years residency and copies of MV and Criminal Records)
- Recycling & Transfer Advisory Committee
- Town Hall Preservation Committee
- Zoning Board of Adjustment
- Other (Please specify.)

How long have you been a resident of Hooksett? *41 YRS*

Why are you seeking this position? *HAVE SERVED SINCE IT WAS FORMED*

Do you have any specific goals or objectives? *KEEP TRASH COSTS AS LOW AS POSSIBLE*

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

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

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

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

AGENDA NO. 13-49

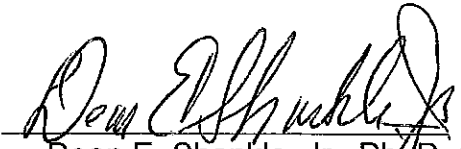
DATE: 6/12/13

**Staff Report  
AFSCME Contract Signing  
June 12, 2013**

**Background:** Council voted to ratify the contract with the understanding that the cost items needed to be approved at Town Meeting. Town meeting approved cost items.

**Recommendation:** Sign Contract

**Prepared by:** Dean Shankle

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

AGREEMENT BETWEEN  
THE TOWN OF HOOKSETT, NH  
AND  
AFSCME COUNCIL 93, LOCAL 1580  
JULY 1, 2013 – JUNE 30, 2015

## INDEX

Preamble	3
Article 1 – Recognition	3
Article 2 – Non-Discrimination	3
Article 3 – Union Security	4
Article 4 – Definitions	4
Article 5 – Seniority	5
Article 6 – Promotions & Transfers	6
Article 7 – Hours of Work	6
Article 8 – Call In/Standby	7
Article 9 – Holidays	8
Article 10 – Vacation	8
Article 11 – Sick Leave	9
Article 12 – Leave of Absence	10
Article 13 – Bereavement Leave	11
Article 14 – Maternity Leave	11
Article 15 – Military Leave	12
Article 16 – Court Service Leave	13
Article 17 – Crime Victim Leave	13
Article 18 – Family Medical Leave Act	14
Article 19 – Life Insurance	17
Article 20 – Health, Dental & Disability Insurance	18
Article 21 – Clothing Allowance	18
Article 22 – Tradesman Tools	18
Article 23 – Travel Allowance	19
Article 24 - Safety	19
Article 25 – Bulletin Boards	19
Article 26 – Management Rights	19
Article 27 – Strikes/Lockouts Prohibited	20
Article 28 – Disciplinary Procedures	20
Article 29 – Grievance Procedure	21
Article 30 – Wage Rates	24
Article 31 – NHRS	24
Article 32 – Severance Pay	24
Article 33 – Severability	25
Article 34 – Duration	25
Appendix A - Wage Scale 7/1/13	26
Wage Scale 7/1/14	27

## PREAMBLE

The purpose and intent of the Town of Hooksett, hereinafter called the Town, and the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter called the Union, entering into this Agreement is to promote orderly and peaceful relations between the Town and the organized employees in the Bargaining Unit included in the following Agreement and to provide on behalf of the citizen of Hooksett approved services in an effective and efficient manner.

## ARTICLE 1

### RECOGNITION

- 1.1 The Town of Hooksett hereby recognizes AFSCME in accordance with RSA-273 A as the exclusive representative of the Bargaining Unit in the Certification of Representation as follows: Heavy Equipment Operator, Truck Driver/Laborer, Laborer, Mechanic, Heavy Equipment Operator/Truck Driver, Truck Driver/Laborer – Transfer Station.

Excluded: Crew Chief, Master Mechanic, Crew Chief – Transfer Station, Administrative Assistant, Assistant Crew Chief, Laborer (Seasonal), Custodian and Laborer – Transfer Station

## ARTICLE 2

### NON-DISCRIMINATION

- 2.1 The Town and the Departments covered by this Agreement agree not to discriminate against employees covered by this Agreement on account of membership or non-membership in the Union.
- 2.2 The Town, the Departments and the Union covered by this Agreement agree not to discriminate in any way against employees covered by this Agreement on account of religion, race, creed, color, national origin, sex, age or physical handicap.



## ARTICLE 3

### UNION SECURITY

3.1 Any employee covered by this Agreement shall be required to choose from the options of membership in AFSCME Council 93 or payment to AFSCME Council 93 of a service fee equal to their pro-rata share of the costs to AFSCME Council 93 that are germane to collective bargaining and contract administration as defined by law.

3.2 Upon presentation of a signed authorization card by the employee to the Town, the Town agrees to deduct the official dues/service fee of the Union from wages of each employee covered by this Agreement on a weekly basis and pay the total amount collected to: Business Manager, AFSCME Council 93, 8 Beacon Street, Boston, MA 02108 once a month along with a statement indicating the amount paid by each employee and who has paid dues and who has paid the service fee.

3.3 If an employee has no check coming or if the check is not large enough to satisfy the dues/service fee, then no deduction will be made for that pay period. In no case will the Town attempt to collect fines or assessments for the Union beyond the regular dues/service fee.

## ARTICLE 4

### DEFINITIONS

4.1 Full time: An employee who has been specifically hired as full time and regularly scheduled to work 35 hours or more per week. A full time employee is eligible for all benefits as described in this Agreement.

4.2 Part time: An employee who is specifically hired as part time and is regularly scheduled to work less than 35 hours per week. Part time employees are not eligible for benefits described in this Agreement and are not part of the bargaining unit.

4.3 Temporary: An employee who was specifically hired for temporary work and is regularly scheduled to work for specific periods of time or for the completion of a specific project. A temporary employee is not eligible for benefits described in this Agreement and is not part of the bargaining unit.

4.4 **Seasonal:** An employee who was specifically hired for seasonal work and is regularly scheduled to work in a specific department or for specific periods of time during the year dependent on the season/weather. Seasonal employees are not eligible for benefits described in this Agreement and are not part of the bargaining unit.

## ARTICLE 5

### SENIORITY

5.1 Seniority shall be defined as the length of time an employee has continuously worked for the Town.

5.2 Seniority shall prevail in matters concerning re-hirings. Qualified and available employees shall be reinstated before new employees are hired. If all laid off employees from the Department in which the laid off employee(s) used to be a part of have been contacted and are unavailable for reinstatement, the position shall be offered to outside candidate(s).

5.3 Until an employee has served the initial six (6) month probation period, it shall be deemed that the employee has no seniority status, and the employee may be discharged or laid off with or without cause, and such discharge or layoff shall not be subject to the grievance procedure.

5.4 An employee shall not forfeit seniority during absences caused by:

- (a) Illness resulting in total temporary disability due to the employee's work with the Department certified to by an affidavit from the Workers' Compensation Carrier.
- (b) Illness not the result of the employee's misconduct, resulting in temporary disability, certified to by a periodic physician's affidavit consistent with illness and prognosis except that such affidavit will be required at intervals of no more than every thirty (30) days.
- (c) Maternity leave will not affect the seniority of an employee.

5.5 An employee shall lose seniority for, but not limited to the following:

- (a) If an employee is discharged and if such discharge is not overturned by an appropriate authority.
- (b) If the employee resigns.

5.6 The preparation and maintenance of the seniority roster shall be the responsibility of the Town, approved by the Union and is to be a part of this Agreement. The list is to be drawn up and posted once each year in January.

## Article 6

### Promotions and Transfers

6.1 The Town reserves and shall have the right to make promotions and transfers but shall be governed by seniority where qualifications are equal. It is the intent that all job descriptions shall be construed as containing the phrase "or equivalent" when it comes to education/training.

6.2 Jobs to be filled through promotion shall be posted on the Town bulletin boards in the Department in which the vacancy occurs for a period of five (5) working days.

6.3 After an award is made of a promotion, the name of the person promoted shall be posted for five (5) working days following said award. Employees may file a grievance within eight (8) work days of the date posted in accordance with the grievance procedure.

6.4 Whenever possible, promotions shall be made from the ranks of regular employees who are employed by the Town. Qualified applicants from the Department where the position exists shall be offered first opportunity for the promotion followed by qualified employees from the other Departments within the bargaining unit prior to the position being offered to outside applicants.

6.5 When a question as to the proper person having been chosen for any job that arises and it cannot be resolved, it will be settled by using the grievance procedure contained in this Agreement.

6.6 Job postings shall include the job specification, rate of pay, job location, shift and if the job is permanent with a permanent rating.

-

## Article 7

### Hours of Work and Overtime

7.1 The normal work week shall consist of five (5) consecutive eight (8) hour days.

7.2 All employees shall be entitled to a thirty (30) minute unpaid lunch break and two (2) fifteen minute breaks during the course of the work day with the two shorter breaks to be taken in proximity to the job site.

7.3 All time worked in excess of the regularly scheduled work shift (8 hours) in any one day and over forty (40) hours in any one work week shall be paid at the rate of time and one-half (1 ½). Paid leaves of absence during the work week shall be considered as hours worked for the purpose of determining the forty (40) straight time hours.

All hours worked in excess of sixteen (16) consecutive hours shall be paid at the rate of two times (2X) the employee's regular hourly rate.

7.4 An employee who has left his/her place of employment and is recalled to work prior to the start of his/her next normal shift shall be paid for a minimum of three (3) hours at the rate of time and one-half (1 ½); provided further, that an employee who is called back for overtime or emergency work and who completes the required task and returns to his/her residence within the three (3) hour minimum guarantee may be called back for additional emergency or overtime without an additional three (3) hours minimum work guarantee. It is the purpose and intent of this section to assure an employee of at least three (3) hours of pay at overtime rates for the inconvenience of being called back to work between the normal shifts but not to be paid separately for several call backs within the three(3) hour minimum guarantee period.

## Article 8

### Call In/Standby Time

8.1 Employees who are assigned during their normal off duty time, by their Department to standby duty shall be in immediate communication with their Department during the assigned standby time period and shall report to work immediately, but in no case longer than one (1) hour from the time of first contact.

8.2 For the purpose of this Article a call-in shall mean that an employee has actually been called in to do work. An employee called in shall be paid for a minimum of three (3) hours at the employee's time and one-half (1 ½) hourly rate.

## Article 9

### Holidays

9.1 All employees covered by this Agreement shall be paid for the following named holidays:

New Year's Day	Columbus Day
MLK/Civil Rights Day	Veterans' Day
Presidents' Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

9.2 Actual holidays falling on a Saturday will be observed on the preceding Friday. Actual holidays falling on a Sunday will be observed on the following Monday. Work conducted on an actual holiday (which is not the "observed" Town holiday) will be treated as a regular work day.

9.3 All work performed on a Town observed holiday shall be paid at the rate of time and one-half (1 ½) over and above regular hours paid for the holiday for all hours worked but in no case will such employee be credited with less than two (2) hours work.

9.4 An employee is entitled to holiday pay on a Town observed holiday referred to in Section 9.1, only if he/she works the last scheduled work day preceding the Town observed holiday and the first scheduled work day following the Town observed holiday, or is on approved paid leave.

9.5 Paid holidays occurring during the work week shall be counted as hours worked for the purpose of determining the forty (40) straight time hours for the pay period.

## Article 10

### Vacation

10.1 The purpose of vacation leave is to provide full time employees the opportunity for a break in their work schedule. The amount of vacation earned annually is based on the number of years employed. Vacation time is accrued monthly. Vacation accruals are as follows:

10.2 Vacation leave shall be accrued at the following rates for full time employees beginning with their first month of employment. The employee must start work by the 15<sup>th</sup> of the month in order to accrue in the first month.

10.3 During the first seven years of continuous service, the employee earns 6.66 hours per month. This equates to ten 8 hour days per year. No more than 240 hours can be carried forward as of June 30<sup>th</sup> each year.

10.4 At the beginning of the eighth year of continuous service and onward, the employee earns 10 hours per month. This equates to fifteen 8 hour days per year. No more than 240 hours can be carried forward as of June 30<sup>th</sup>.

10.5 At the beginning of the fifteenth year of continuous service and onward, the employee earns 13.33 hours per month. This equates to twenty 8 hour days per year. No more than 320 hours can be carried forward as of June 30<sup>th</sup>.

10.6 One vacation day equals one normal 8 hour work day. Vacation time may be used in increments of one hour. If accruals exceed the maximum caps listed herein, the accrual overages are forfeited. No vacation leave shall be taken before accrual. Each month's accrual will be officially accrued once the month has been completed and will be eligible for use on the first day of the following month. As an example, vacation time accrued for January will be available for use on February 1<sup>st</sup>. If a holiday occurs during a vacation, the employee may extend their vacation for one day or take the vacation day at another time. Use of vacation leave at a particular time is contingent upon whether the employee's services can be spared. Employees must submit their vacation requests as early as possible in the calendar year. Supervisors shall approve vacation requests taking into consideration that the remaining work force at all times will be adequate to cope with the expected work load. In cases where too many requests are made for a particular date, employees with the earliest request with sufficient accrued leave will be given preference.

## Article 11

### Sick Leave

11.1 Full time employees will receive paid sick leave. The employee will accrue sick leave at the rate of eight hours per month. Sick leave may be accrued up to a 240 hour cap. At the end of the fiscal year, any sick leave over the 240 hour cap will be reimbursed to the employee at half pay.

11.2 The minimum amount of sick leave that may be used is one hour.

11.3 Sick leave shall be accrued for full time employees beginning with their first month of employment. The employee must start work by the 15<sup>th</sup> of the month in order to accrue in the first month.

11.4 No sick leave shall be taken before accrual. Each month's accrual will be officially accrued once the month has been completed and will be eligible for use the first day of the following month. As an example, sick time accrued for January will be available for use on February 1<sup>st</sup>.

11.5 Sick leave may be used only to cover absences resulting for bona-fide sickness or injury; to cover absences required by exposure to contagious disease; to cover absences resulting from a necessity to attend to an ill member of the employee's household or a family member; for a medical provider office visit; physical therapy; or, any type of medically related use. All sick leave must be approved by the supervisor.

11.6 In order to receive pay for sick leave, the Department Head or appropriate supervisor must be notified of the absence no later than fifteen minutes after the start of the employee's work day. Upon return to work the employee must fill out the appropriate paperwork to use sick leave. The Town may require a doctor's note/statement for any sick leave absences of three days or more. The doctor's note/statement must be provided upon request. The doctor's note/statement may be required before being allowed to return to work.

11.7 Each fiscal year, 16 hours of annual sick leave will be considered "personal leave" for the employee to use for personal reasons during the current fiscal year. These 16 hours will be taken from the employee's sick leave account when used. At the end of the fiscal year, unused personal leave will be converted back to sick leave and will be carried over into the next fiscal year. This will result in the employee having a total of no more than 16 hours of personal time per fiscal year.

11.8 Chronic cases of absenteeism may be reviewed by the Department Head and a determination will be made regarding continued employment. If an employee is suspected or known to be misusing sick leave for reasons other than sickness or a medically related issue, the Department Head or designee may require a doctor's note, and/or conduct an investigation into the alleged misuse. If found to be misusing sick leave; discipline will be issued up to and including dismissal.

## Article 12

### Leave of Absence

12.1 The Town agrees to allow Union representatives, steward and/or aggrieved employees reasonable time without loss of pay, during regular work hours for the purpose of processing grievances and negotiations. Union representatives shall obtain prior permission of the immediate supervisor before interrupting the work of an employee located at a different work site.

12.2 Time lost by a representative of the Union on grievance settlements or negotiations shall be paid for by the Town as provided in RSA 273-A.

12.3 Any employee who requests time off but has no accrued leave available may be granted an unpaid leave of absence. Unpaid leave of absence may be granted by the Department Head for a period not to exceed thirty (30) calendar days. An employee who has taken an unpaid leave of absence will have no loss of insurance benefits or seniority but will not accrue leave benefits such as vacation, sick leave, etc. Insurance benefits will be paid by the Town in accordance with the established level of deductions and the employee will be responsible to pay their weekly payroll deductions and any previously agreed upon financial obligations. When the unpaid leave of absence ends, the employee will be reinstated to the position held before the leave was granted.

## Article 13

### Bereavement Leave

13.1 Bereavement leave of three (3) working days with pay will be granted to a bargaining unit employee in the case of a family member's death. Family shall include spouse, child, person acting in loco parentis, parent, grandchild, grandparent or sibling.

13.2 Bereavement leave of one (1) working day with pay will be granted to a bargaining unit employee in the case of aunt, uncle, immediate in-laws.

13.3 A request for additional bereavement days will be approved at the discretion of the Department Head.

## Article 14

### Maternity Leave

14.1 Employees who are unable to work because of pregnancy, childbirth or related medical conditions will be considered disabled and will be extended the same benefits as any eligible employee on disability. The employee will submit documentation from the doctor with the date they are no longer able to work and when they are expected to return to work. Full time employees may apply for disability coverage for their maternity leave. While on disability all insurance benefits will continue and the employee will continue to be responsible for any payroll deductions. All leave accruals will not continue. See Article 20 for more information on disability leave.



14.2 Eligible employees will be placed onto FMLA leave. FMLA will run concurrently with any other type of leave the employee may be on. See Article 18 for more information on FMLA.

## Article 15

### Military Leave

15.1 Any full time employee who is drafted or recalled to active military duty with the Armed Forces of the United States will be granted military leave. During military leave the employee will receive their rate of pay less the amount of compensation received from the military. Upon return from military leave the rate of pay and other benefits will be the same as if the employee had worked continuously with the Town in the job held when military leave was granted. While on military leave all benefits including insurances and leave accruals will continue for a maximum of 24 months in accordance with USERRA.

15.2 When a full time employee who is a member of one of the reserve components of the Armed Forces is required to meet their annual two week obligation, the employee will be granted military leave. During military leave the employee will receive their rate of pay less the amount of compensation received from the military. While on military leave all benefits including insurances and leave accruals will continue for a maximum of 24 months in accordance with USERRA.

15.3 Notice of leave request : Any employee needing time away from work for service or training in the military must make their Department Head aware of the need for leave as soon as written or verbal orders from the military are received. Such notice will be in writing providing all pertinent information such as first day on leave and the anticipated return to work date. If requested by the Department Head, the employee will provide proof of the need for military leave.

15.4 Reinstatement to work : As soon as the employee has a return to work date, they must notify their Department Head in writing. The Town will reinstate the employee promptly. Eligibility for reinstatement will be determined with reference to USERRA regulations. Employees seeking reinstatement may be asked to provide documentation of the timeliness of the reinstatement request and/or the total time spent in service.

15.5 Disabled service members : If a returning employee was disabled or a disability was aggravated during uniformed service, the Town will make reasonable accommodations and efforts to help the employee perform the duties of their reemployment position.

## Article 16

### Court Service Leave

16.1 When an employee is called for jury duty or witness service, this will be called court service leave. The employee must provide the Department Head written documentation as to the need for court service leave and the days needed for such leave and if requested must provide a copy of the summons paperwork. The employee will receive their rate of pay less the amount of compensation received from the court. A full time employee who has personal business in court which is not Town related and was not summoned or subpoenaed, must apply for and be granted an appropriate applicable leave such as personal day, vacation leave or unpaid leave. Sick leave is excluded.

## Article 17

### Crime Victim Leave

17.1 An employee will be granted unpaid time off from work to attend court or other legal or investigative proceedings associated with the prosecution of a crime in which the employee was the victim. For purposes of this Agreement, a "victim" is any person who suffers direct or threatened physical, emotional or financial harm as a result of the commission or attempted commission of a crime.

17.2 Employees may also qualify for leave under this article if they are part of the immediate family of a homicide victim or part of the immediate family of a child under the age of 18 or an incompetent adult who is the victim of a crime. For the purpose of this article "immediate family" means the father, mother, stepparent, child, stepchild, sibling, spouse, civil union partner, grandparent, or legal guardian of the victim, or a person who is otherwise in an intimate relationship with and residing in the same household as the victim.

17.3 An employee needing time off under this article should notify their Department Head as far in advance as possible. The employee may be asked to submit copies of the notices of each scheduled hearing, conference or meeting that is provided to the employee by the court or agency involved in the prosecution of the crime. Employees must comply with any requests to submit these notices, and failure to do so may result in denial of the leave of absence. The Town will maintain such notices or records in confidence in Human Resources, and will disclose them only on a need to know basis.

17.4 The employee will be notified as soon as practicable whether the leave request is granted or denied. Requests falling within the definition of this article will typically be granted unless the leave of absence would cause an undue hardship on the Town. An "undue hardship" for the purposes of this article

means significant difficulty and expense. In determining whether an undue hardship may exist, the Department Head will consider the size of the operations, the employee's position and the need for the employee to be at work.

17.5 Leave taken under this article is unpaid, although an employee may elect to use their accrued, unused vacation time, sick time, personal days or other applicable leave.

17.6 The Town will not discharge, threaten or discriminate against an employee for taking leave under this article, and employees taking leave under this article will not lose any seniority during the leave of absence. All benefits and accruals will remain and accrue normally.

## Article 18

### Family Medical Leave Act

18.1 The FMLA allows eligible employees to take an unpaid leave of absence and be restored to the same or an equivalent position upon their return to work for any of the following reasons:

#### Reasons for FMLA leave

1. The birth and/or first year care of a child.
2. The placement of a child with the employee, adopted or foster care, and to care for the newly placed child.
3. The care of a spouse, minor child, adult child or parent with a serious health condition.
4. The serious health condition of the employee.
5. A "qualifying exigency" as defined in the Department of Labor regulations, arising out of the fact that the spouse, son, daughter or parent of the employee is on active duty or has been notified of impending call or order to active duty in the U.S. Armed Forces in support of a contingency operation as a member of the National Guard or Reserves.
6. The employee is a spouse, son, daughter, parent or next of kin of a "covered service member" as defined in the Department of Labor Regulations who has a serious injury or illness and the employee is needed to care for such person .

Eligibility for FMLA leave to be eligible for FMLA an employee must have:

1. Worked for the Town for the last 12 months; and,
2. Worked at least 1250 hours during the year preceding the start of leave.

18.2 Defining the Length of FMLA leave. The employee is entitled to take up to 12 weeks in any 12-month period. If an employee takes FMLA leave listed in "Reasons for Leave" #1 – #5, the employee is entitled to up to 12 weeks of unpaid leave during a single 12-month period. That 12-month period is defined as a "rolling" 12-month period measured backward from the date an employee begins an FMLA leave. For example, if an employee used 4 weeks beginning February 1, 2008, 4 weeks beginning June 1, 2008 and 4 weeks beginning December 1, 2008, the employee would not be entitled to any additional leave until February 1, 2009. February 1, 2009 would be the start of a second 12-month period in which 12 weeks of FMLA could be used.

If an employee takes FMLA leave for the reason stated in "Reasons for Leave" #6, the employee may take up to 26 weeks of unpaid FMLA within a single 12-month period. This 12-month period begins on the first day of leave. An employee who takes FMLA leave for a reason stated in #6 will be limited to a combined total of 26 weeks of leave for any FMLA-qualifying reason during the single 12-month period. The leave entitlement described in #6 is to be applied on a per-covered-service member, per injury basis such that an eligible employee may be entitled to take more than one period of 26 work weeks of leave if the leave is to care for different covered service members or to care for the same service member with a subsequent serious illness or injury, except that no more than 26 work weeks of leave may be taken within any single 12-month period.

18.3 Request for FMLA When an eligible employee requests to be placed onto FMLA, the employee will put their request in writing and will make every effort to provide the notice at least 30-days prior to the first day of FMLA leave. Their written notice must contain all applicable information for the request such as the reason for the leave, start date and estimated end date. Once received the Town will verify that the employee is eligible and provide the employee with the same notifications and requirements as if the employee had been placed on FMLA leave.

18.4 Placement onto FMLA When an eligible employee is subsequently out on any leave of absence that qualifies under the FMLA, the employee will be placed onto FMLA. The Town has the right to place that employee onto FMLA without a request from the employee. In such circumstances the Town will provide the eligible employee with the same notifications and requirements as though the employee had specifically requested FMLA leave.

18.5 Intermittent and Reduced Schedule FMLA leave Under some circumstances, employees may take FMLA leaves of absence intermittently (in separate blocks of time due to a single FMLA qualifying reason) or on a reduced leave schedule (reducing the usual number of hours an employee works per workweek or workday). Certification will be required to show that an intermittent

or a reduced schedule leave is a medical necessity for leaves under #3, #4 and #6. Other documentation or certification may be required to show that such an intermittent or a reduced schedule leave is necessary in the case of a leave of a "qualified exigency" under #5.

If FMLA leave is for birth and care, or placement for adoption or foster care, as described in "Reasons for Leave" #1 and #2, use of intermittent leave is subject to the Town approval.

When an employee takes intermittent or reduced schedule leave, time spent working will not be counted against the employee's FMLA entitlement.

Employees taking intermittent or reduced schedule leave will be paid for the time they work, and the leave time away from work will be unpaid unless the employee qualifies for workers' compensation, short-term disability or other benefits available.

While an employee is on intermittent or reduced schedule FMLA leave, the Town may temporarily transfer the employee to an available alternate position that better accommodates the employee's recurring leave and that has equivalent pay and benefits.

Employees who take intermittent leave for a planned medical treatment have an obligation to make a reasonable effort to schedule the treatment so as not to disrupt unduly the Town's operations.

**18.6 FMLA Additional Medical Certifications** The Town may require subsequent medical recertification of the employee. Failure to provide the requested information within the time designated may result in the delay of further leave.

**18.7 FMLA Qualifying Exigency** An employee who requests a leave for a "qualifying exigency" arising from an immediate family member's call to active duty or impending call or order to active duty will be required to provide a copy of the family members' active duty orders or other documentation issued by the military indicating the member is on active duty or is on a call to active duty status in support of a contingency operation.

**18.8 FMLA Confirmation of family relationship** An employee requesting FMLA leave based on "Reasons for Leave" #1, #2, and #3, may be required to provide reasonable documentation or a statement of family relationship. This documentation may take many forms including but not limited to a child's birth certificate, a court document, etc.

**18.9 Updates while on FMLA** While an employee is on FMLA for any reason listed in "Reasons for Leave", the employee will be required to provide biweekly

updates about the status of the need for their leave. This requirement will be listed in the letter they receive from Human Resources.

18.10 No work while on FMLA The taking of another job including self-employment while on FMLA leave may lead to disciplinary action, up to and including dismissal.

18.11 FMLA Status of employee benefits The Town will maintain the employee's coverage under any group health plan on the same condition as coverage would have been provided had the employee been continuously employed during the leave period. During this time the employee must maintain their portion if any, of any group health benefits. If the leave is unpaid, the employee must make payments to the Town for his/her portion of the premium by a day mutually agreed upon by the employee and the finance department.

18.12 FMLA Returning to Work With the exception of employees designated as "key employees" or "highly compensated employees", an employee will be reinstated to the same or equivalent position with equivalent benefits, pay and other terms and conditions of employment when returning from FMLA leave. Prior to returning to work the employee must provide a written notice of their intent to return to work and a fitness-for-duty report or certification from the employee's health care provider. This report must medically clear the employee to resume work and be able to perform all functions of the position.

Key employees or Highly compensated employees may be denied restoration to their prior or equivalent position if keeping the job open for the employee would result in substantial economic injury by the Town.

## Article 19

### Life Insurance

19.1 The Town shall provide life insurance to its full time employees in an amount equal to one year's salary, rounded upward to the next highest thousand. Coverage begins on the first day of the month following 90-days of employment or as the life insurance contract dictates. Benefits are payable in both occupational and non-occupational causes. The amount of life insurance is reduced by 50% after the age of 70 and terminates at 75. In the event the Town changes life insurance carriers, this life insurance section becomes null and void, and the new life insurance policy will be adhered to.

## Article 20

### Health, Dental and Disability Insurances

20.1 Health Insurance The Town will provide unit employees with the ability to enroll in either Anthem Blue Cross 2 tier (BC2T10+), Anthem's Lumenos High-Deductible Health Plan, Anthem Matthew Thornton Blue (MTB 101PDED) or similar plan of comparable quality. Employees may select the plan of their choice, to include single, two-person or family coverage in accordance with the eligibility rules of the provider. The Town will pay ninety percent (90%) of the premium cost with the employee paying ten percent (10%) through payroll deduction.

20.2 Dental Insurance The Town shall maintain dental insurance for single, two-person and family plans premium paid ninety percent (90%) by the Town and ten percent (10%) paid by the employee through payroll deduction. As of this writing, an exception to the 90%/10% would be the third dental plan, currently known as Option 5, which is paid for at 100% by the Town with no employee payroll deduction.

20.3 Disability insurance The Town shall continue to provide disability insurance for each employee providing a benefit based on sixty-seven percent (67%) of the employee's regular gross wage or in the matter of a provider/vendor change, whatever the contract provides.

## Article 21

### Clothing Allowance

21.1 The Town shall continue to provide uniforms to the Public Works Department and the Recycling and Transfer Department at the level in place as of the signing of this Agreement.

## Article 22

### Tradesman Tools

22.1 The Town shall provide up to \$500.00 per fiscal year for mechanics for upgrading and replacement of tools broken or damaged on the job or to increase efficiency/productivity within the mechanics primary job responsibilities. Prior to replacing/purchasing tools the employee shall notify the Town of his/her intent to replace/purchase under this Article.

## Article 23

### Travel Allowance

23.1 The Town will reimburse an employee at the Federally recognized rate for vehicle usage when personal vehicles are utilized for Town business other than normal transportation to and from work.

## Article 24

### Safety

24.1 The Town shall have the right to make regulations for the safety and health of its employees during their hours of employment. Representatives of the Town and the Union shall meet in accordance with State Law. The Union agrees that its members who are employees of the Town will comply with the Department's rules and regulations relating to safety.

## Article 25

### Bulletin Board

25.1 The Town shall provide space for bulletin boards for the posting of notices of the Town addressed to the employees and notices of the Union addressed to the members. The Department shall locate its bulletin boards at convenient places within the department. No Union notice shall be posted until it has been signed by a Union Official and approved by the Department Head or his/her designated representative.

## Article 26

### Management Rights

26.1 Except as specifically modified by this Agreement the Town hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by applicable law including, but not limited to the right:

1. To the executive management and administrative control of the Town's property and facilities;



2. To hire all employees and to determine their qualifications and fitness for employment and conditions for their continued employment or dismissal;
3. To determine overall goals, objectives and policies regarding the work to be accomplished;
4. To determine the assignment of personnel to tasks to be accomplished;
5. To determine the services, supplies and equipment necessary to carry out operations and to determine the methods and processes of carrying on the work;
6. To adopt reasonable rules and regulations, including those related to hours of work and overtime;
7. To determine the location or relocation of its facilities, buildings, divisions or subdivisions thereof, and the relocation or closing of offices, departments, divisions or sub-divisions, buildings, or other facilities;
8. To determine the financial policies including all accounting procedures, and all matters pertaining to public relations;
9. To determine the size of the management organization, its functions, authority, amount of supervision and table of organization, and;
10. To direct the working forces, including the right to hire, promote, discipline, transfer and determine the size of the workforce.

## Article 27

### Strikes/Lockouts Prohibited

27.1 Under no circumstances will the Union cause, encourage, sponsor or participate in any strike, sit down, stay in, sick out, work slowdown, withholding of services or any curtailment of work which would interfere with the operations of the Town.

27.2 The Town agrees that under no circumstances will it invoke a lockout.

## Article 28

### Disciplinary Procedures

28.1 All disciplinary action shall be in a fair manner and shall be consistent with the infraction for which disciplinary action is being taken.

28.2 All verbal warnings, written warnings, suspensions and discharges shall be stated in writing and the reasons stated and a copy given to the employee, the Union and Human Resources for the employee's personnel file within five (5)

work days of the date of the verbal warning, written warning, suspension or discharge.

28.3 Disciplinary action shall normally be taken in the following order:

- A. Documental Verbal Warning
- B. Written Warning
- C. Suspension without pay
- D. Discharge

The above sequence need not be followed if an infraction is sufficiently severe to merit immediate suspension or discharge.

28.4 Policies are essential to provide for an efficient, safe, nondiscriminatory and pleasant work environment. Violators will be subject to disciplinary action in accordance with this section. It is the responsibility of all employees to observe the policies and regulations necessary for the proper operation of the Departments in the Town. Disciplinary action may be taken for conduct or actions which interfere with or prevent the Town from effectively and efficiently discharging its responsibilities to the public, but in no case will disciplinary action be taken without just cause.

28.5 It is the policy of the Town to take corrective action against employees who violate rules, regulations or standards of conduct, or who endanger the safety of others or perform in an unsatisfactory manner.

28.6 The Town may also place an employee on paid or unpaid administrative leave, on a temporary basis, as permitted under Federal and State Law.

## Article 29

### Grievance Procedure

29.1 A grievance is defined as a claim or dispute arising out of the application or interpretation of this Agreement under the provisions of this Agreement and shall be processed in the following manner:

STEP 1 An employee having a grievance may discuss the grievance with his/her Division Foreman/Crew Chief within ten (10) days from the date of the event giving rise to the grievance or the date the employee could have reasonably been first made aware of the event. Such grievance shall be discussed between the employee, the union representative and management. The Division Foreman/Crew Chief shall give his/her answer within seven (7) days from the date he/she receives notice of the grievance.

**STEP 2** If the grievant or the union disagrees with the decision of the Division Foreman/Crew Chief and desires to proceed with the grievance then such grievance must be submitted in writing, listing the article(s) and section(s) violated, the specific grievance and the remedy desired to the Director/Superintendent within seven (7) work days from the date of the decision of the Division Foreman/Crew Chief was rendered. The Director/Superintendent shall render his/her decision within seven (7) work days from the date he/she receives the grievance.

**STEP 3** If the grievant or the union disagrees with the decision of the Director/Superintendent and desires to proceed with the grievance then such grievance must be submitted in writing, to the Town Administrator within seven (7) work days from the date of the decision of the Director/Superintendent was rendered. The Town Administrator shall render his/her decision within seven (7) work days from the date he/she receives the grievance.

**STEP 4** If no settlement is reached as a result of Step 3, the union may submit in writing a request for a hearing to the Town Council appealing the Town Administrator's decision within seven (7) work days from the date the decision was received. The Town Council shall schedule a hearing date within fourteen (14) work days of receiving a request for hearing. The Town Council shall render its decision within fourteen (14) work days of said hearing.

**STEP 5** If no settlement is reached as a result of Step 4, the union may submit in writing a request to a mutually agreed upon neutral arbitration agency or to the Labor Relations Connection to appoint an arbitrator to resolve said grievance. Such action to be filed within thirty (30) working days after Step 4 has occurred or a decision has been rendered.

**29.2 Mediation of Grievance:** If the union has referred, in a timely fashion, a grievance to arbitration, the parties may jointly agree to submit the grievance to mediation in lieu of arbitration in accordance with the following provisions:

- A. Mediation of a grievance will be scheduled only on the basis of a joint request for mediation by the Union and the Town Council made within five (5) calendar days after the Union has referred the grievance to arbitration, unless the parties mutually agree otherwise in writing.
- B. The mediator shall be a trained third party neutral agreed to by both parties.
- C. One representative for each party shall present its position to the mediator, provided that the grievant shall have the right to be present at the mediation conference.
- D. The parties' representatives may, but are not required to, present the mediator with a brief written statement of the facts, the issue and the arguments in support of their position. If such a statement is not

presented in written form, it shall be presented orally at the beginning of the mediation conference.

- E. Proceedings before the mediator shall be informal in nature. The rules of evidence will not apply, and no record of the mediation conference shall be made.
- F. The mediator will have the authority to meet separately with any person or persons, but will not have the authority to compel the resolution of the grievance.
- G. If no settlement is reached during the mediation conference, the mediator shall provide the parties with an immediate oral advisory decision that shall include the basis thereof, unless both parties agree that no such decision should be provided.
- H. The mediator's advisory decision, if accepted by both parties, shall not constitute a precedent unless both parties agree.
- I. If no settlement is reached at mediation, the Union is free to arbitrate the grievance, provided it advises the Town Council, in writing, within ten (10) calendar days following the mediation conference.
- J. In the event that a grievance that has been mediated goes to arbitration, the mediator may not serve as the arbitrator. Nothing said or done by the mediator may be referred to or introduced at the arbitration hearing, and nothing said or done by either part in the mediation conference may be used against the other party in arbitration.
- K. The fees and expenses of the mediator shall be borne equally between the parties.

29.3 The cost of the arbitrator shall be shared equally by the parties. Each party shall be required to make arrangements for payment of the expenses of witnesses who are not Town employees who are called by them.

29.4 The decision of the arbitrator shall be final and binding upon the parties as to the matter in dispute.

29.5 The above time frames may be extended or by-passed by mutual written agreement of the parties.

Article 30

Wage Rates

30.1 Pay Plan: All employees whose positions are subject to this Agreement shall be paid an hourly wage pursuant to the pay classification plan attached hereto as Appendix A. Said plan shall be in effect as of the first pay period in July 2013. Said plan shall provide for an annual increase on each bargaining unit employee as follows:

Effective July 1, 2013 by 4% over the employee's then current hourly rate

Effective July 1, 2014 by 3% over the employee's July 1, 2013 rate

Article 31

NHRS

31.1 The Town agrees to contribute towards the New Hampshire State Retirement System for those employees participating in said program in accordance with State requirements.

Article 32

Severance Pay

32.1 Permanent full time bargaining unit employees who are laid off from the employ of the Town shall be entitled to severance pay in accordance with the following:

After 5 years of completed service	2 weeks
After 10 years of completed service	4 weeks
After 15 years of completed service	6 weeks
After 20 years of completed service	8 weeks
25 years and thereafter of completed service	10 weeks

Severance pay shall be computed on the employee's current hourly rate when the layoff occurs.

Article 33

Severability

33.1 In the event that any article or section of an article of this Agreement is declared to be illegal, void or invalid in whole or in part by a Court of competent jurisdiction after all appeals, if any, have been exhausted, all other articles shall remain in full force and effect to the same extent that the article or section of an article declared to be illegal, void or invalid had never been incorporated into this Agreement, except that the parties agree to meet within ninety (90) days to negotiate a substitute for the invalidated article or section thereof.

Article 34

Duration

34.1 This Agreement shall be in full force and effect from July 1, 2013 through June 30, 2015 except as specified in individual articles. Should either party desire to cancel or terminate the Agreement, written notice shall be served by either party upon the other at least one hundred twenty (120) calendar days prior to the date of expiration.

34.2 Where no such cancellation or termination notice is served and the parties desire to continue said agreement but also desire to negotiate change and/or revisions in this Agreement, either party may serve upon the other a notice at least one hundred twenty (120) calendar days prior to the budget submission date of any subsequent year, advising such party desires to revise or change terms or conditions of such Agreement and specifies the Article(s) to be renegotiated.

FOR THE TOWN OF HOOKSETT

FOR AFSCME LOCAL 1580

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Date \_\_\_\_\_

## Appendix A

## Wage Scales

July 1, 2013

Position	Division	Employee	Rate as of 7/1/13
Laborer	Parks	Paul Devarenne	15.19
	Parks	Brett Hemeon	16.28
Truck Driver/ Laborer	Road Maint.	Matthew Gordon	15.97
	Parks	Robert Hebert	17.37
	Parks	Dwight Larkin	14.75
	Road Maint.	Jeffrey Lord	14.46
	Road Maint.	Scott Marshall	14.75
	Collection	Gregory Moyer	17.06
	Road Maint.	Ryan Pelissier	14.83
	Collection	Jean-Paul Royea	14.46
	Road Maint.	Mark Zedon	16.05
	Parks	Vacant – PW	14.46
	Road Maint. Collection	Vacant – PW Vacant – Recycling	14.46 14.46
HEO/Truck Driver	Road Maint.	Scott Brown	18.61
	Recycling	Ernest Coulombe	18.76
	Recycling	Gerard Gallant	18.76
	Road Maint.	John Soulia	20.54
Mechanic	Fleet	David Brady	17.43
	Fleet	Mario Desauiniers	21.27

## Wage Scales

July 1, 2014

Position	Division	Employee	Rate as of 7/1/14
Laborer	Parks	Paul Devarenne	15.65
	Parks	Brett Hemeon	16.76
Truck Driver/ Laborer	Road Maint.	Matthew Gordon	16.45
	Parks	Robert Hebert	17.89
	Parks	Dwight Larkin	15.19
	Road Maint.	Jeffrey Lord	14.89
	Road Maint.	Scott Marshall	15.19
	Collection	Gregory Moyer	17.57
	Road Maint.	Ryan Pelissier	15.28
	Collection	Jean-Paul Royea	14.89
	Road Maint.	Mark Zedon	16.53
	Parks	Vacant – PW	14.89
	Road Maint.	Vacant – PW	14.89
	Collection	Vacant – Recycling	14.89
HEO/Truck Driver	Road Maint.	Scott Brown	19.16
	Recycling	Ernest Coulombe	19.32
	Recycling	Gerard Gallant	19.32
	Road Maint.	John Soulia	21.16
Mechanic	Fleet	David Brady	17.95
	Fleet	Mario Desaulniers	21.81



**Staff Report  
Impact fee Expenditure  
June 12, 2013**

AGENDA NO. 13-570  
DATE: 06/12/13

**Issue:** Currently the police department radio system is based on a single channel system which does not allow officers to effectively communicate with each other via car radio and or portable radio without the assistance from the police dispatcher. This is problematic as the officers have to answer, at times, simultaneous calls for service inside larger and denser retail and industrial spaces. At issue is the inability for officers working the street to hear and or communicate with each other in the event of an emergency or catastrophic event. This was evident at the Shorty's road race held on May 05, 2013 when officers along the race route were unable to communicate with detail supervisors about the race start and progress. This would be equally a concern should an officer be requesting help and other officers, possibly in close proximity, would only have the ability to understand what was happening via dispatch relay, causing significant delay in emergency response.

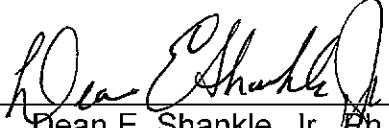
**Discussion:** Monies will be taken from the Police impact fee account

**Fiscal Impact:** The expense will come out of the police department impact fee account for a total amount of \$35,361.00, no fiscal impact.

**Recommendation:** Motion to spend impact fee funds totaling \$35, 361.00 To purchase a radio repeater and FCC license for the police department Radio system. The service will be provided by Ossipee Mountain Electronics, Inc. who is the contracted radio service provider for the Police department.

**Prepared by:** Chief Peter Bartlett

**Town Administrator Recommendation:** Concur.

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

**Staff Report**  
**CAD/RMS software purchase using encumbered funds**  
**June 03, 2013**

**Background:** The Hooksett Police Department contracted the services of Police Safety Strategies Group to conduct a full department audit. On November 14, 2012 the final report was completed. Part of the audit found that "the department had an inadequate system of recordkeeping". The recommended future remedy for this issue was the "updating of other items such as in-car cameras, mobile data terminals; CAD/RMS and dispatch equipment will ensure the progress continues".

**Issue:** The Police department is looking for the Council to approve the use of funds available in the salary line. Currently the police department's paper work and records management (RMS) system is inefficient, confusing and has been problematic for successful court prosecution and evidence accountability. This issue MUST be fixed so the Town and the department are able to maintain a high standard of service to the community.

The paperwork flow chart enclosed illustrates the convoluted and inefficient system in place when a resident or citizen wished to file a report for some type of police service. When looking at the flow chart, no matter what the call for service is. From a simple broken down vehicle to a homicide no less than eight steps are required to get the report typed, approved by a supervisor and entered into the system so the department has the ability to retrieve appropriate information and track such things as case progress and evidence.

On April 01, 2013 I received approval from the Town Administrator on a RFP to seek bids for a new software system that would include dispatch, mobile data and records/evidence/budget/personnel management components. Additionally, we would need our current outdated "Microsystems" system converted to the new format. Three companies were contacted TriTech, Sun Ridge Systems and Spillman. Of the three public safety companies sent the RFP only TriTech responded with a bid and a demonstration. Spillman requested to come and do a demo AFTER receiving their letter of refusal to participate, but never contacted me to follow up on a date for the demo.

The new software will include modules for Computer aided dispatching (CAD), Records management (RMS) and mobile data terminals with integration into the State Police Online Telecommunications System (SPOTS). Additionally, there will be components for personnel scheduling, budget management, special detail invoicing, crime analysis/Crime mapping using Google mapping, false alarm activation tracking and billing, arrest and booking management, property and evidence management.

**Discussion:** The police department's purchase and integration of this TriTech IMC solution would go a long way in solving a large percentage of the inadequacies involving records management, time management. This system would bring the department up to date on the technology piece of the PSSG audit recommendations.

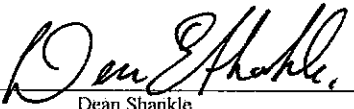
**Fiscal Impact:** The Fiscal impact would be none. The funds would be used from the current salary line within the department's budget. The entire system including training and implementation and conversion of the current system is quoted at \$126,540.00. According to Finance there is a \$478,000.00 overage projection in both the salary and benefits line items.

**Recommendation:** Motion to approve the purchase of the TriTech IMC software system quoted at \$126,540.00 with funds to be taken out of the current budget's salary and or benefits line items.

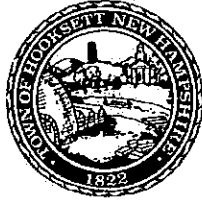
**Prepared by:** Chief Peter Bartlett

**Town Administrator Recommendation:**

*concur*

  
Dean Shankle  
Town Administrator

Town of Hooksett



Hooksett Police Department  
Peter Bartlett  
Chief of Police  
March 25, 2013

## **REQUEST FOR PROPOSAL**

### **Proposal for Computer Aided Dispatch and Records Management Solutions #13-02**

**Acceptance Date: 10:00 am Monday, May 13, 2013**

#### **Inquiries**

Inquiries pertaining to the request for proposal must cite the RFP title and acceptance date and be directed to the Town Administrator, Dean E. Shankle Jr., at [Dshankle@hooksett.org](mailto:Dshankle@hooksett.org).

#### **Competition**

It is the Town's intent that this RFP shall permit competition. It shall be the respondent's responsibility to advise the Town Administrator, Dean E. Shankle Jr. at [Dshankle@hooksett.org](mailto:Dshankle@hooksett.org) in writing if any language, requirement, specification etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notifications must be received not later than ten (10) days prior to the proposal acceptance date.

#### **Introduction**

The Town of Hooksett, NH seeks proposals from qualified computer software vendors to provide computer aided dispatching and records management solutions.

The Hooksett Police department is currently in need of a computer solution to manage many aspects of police services within the department. Our agency is seeking a company to provide a comprehensive solution to paperwork management while intergrading

dispatching of emergency calls for service with a mobile component. The system will need to have components for managing personnel, equipment, calls for service, management and retention of police reports, booking and arrest files, investigative case management with evidence management and retention, Photos of arrestees, the ability to upload photos and or documents for attachment to case files, State of NH vehicle crash report with GIS or satellite mapping capabilities for call for service location reference and the ability to generate reports for data analysis of NIBR crime statistics.

### **Background**

The Town of Hooksett is home to an estimated 13,000 residents and is located in south-central New Hampshire.

The Hooksett Police Department currently has a compliment of 25 sworn officers and 10 civilian support staff. The department operates three sector cars on a twenty four hour seven day a week schedule with officers assigned to patrol working a four days on and two days off schedule. Our detective division is staffed with two full time detectives and one detective sergeant. We have a full service dispatch center that operates twenty four/seven, full time prosecutor and three administrative personnel.

### **Scope of Work**

The Hooksett Police Department is looking to purchase a complete software CAD/ RMS solutions package that will include installation on the department server and training for all personnel in area specific modules. Additionally there should be a component for annual maintenance and product upgrade agreements. The system MUST have the ability to interface with the State of NH SPOTS information system and be able to "back fill" fields for driver and owner information into reports and forms. This project estimated start date would be June 01, 2013 and be completed within 180 days.

### **Vendor Qualifications**

Please list all qualifications on company experience and any references with similar agencies.

### **Criteria for Reviewing Proposals**

In reviewing proposals, the Town will carefully weigh: [1) vendor's qualifications 2) municipal experience, 2) pricing 3) deliveries of service 4) The Police Department will oversee the proposals and awards will be made no later than June 01, 2013.

## **Submission Requirements**

### Items Addressed

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

1. Name, address, telephone number, fax number and e-mail address of the company.
2. Name of contact person and telephone number for purposes of following up on proposal.
3. Narrative including the qualifications of the company and municipal experience.
4. Has the company been in bankruptcy, reorganization or receivership in the last five years? If so please explain current status.
5. Has the company been disqualified or terminated by any public agency or Town? If so please explain under what circumstances this disqualification or termination occurred.

### Firm Pricing

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

### Submission

Be sure the proposal container is completely and properly identified. The face of the container shall indicate Proposal for Computer Aided Dispatch and Records Management Solutions and Acceptance Date: 10:00 am Wednesday, May 01, 2013.

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

### Insurance

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

General Liability:	\$1,000,000	Each Claim
	\$1,000,000	Per Occurrence
	\$2,000,000	Aggregate

Automobile Liability:	\$ 100,000	Bodily Injury per Person
	\$ 300,000	Per Occurrence
Professional Liability:	\$ 500,000	Per Occurrence
	\$1,000,000	Aggregate
Workers Compensation:	\$1,000,000	Per Occurrence
	\$1,000,000	Per Employee

#### Inquiries

Inquiries pertaining to the request for proposal must cite the RFP title and acceptance date and be directed to the Town Administrator, Dean E. Shankle Jr, at [Dshankle@hooksett.org](mailto:Dshankle@hooksett.org).

#### Competition

It is the Town's intent that this RFP shall permit competition. It shall be the respondent's responsibility to advise the Coordinator in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received not later than ten (10) days prior to the proposal acceptance date.

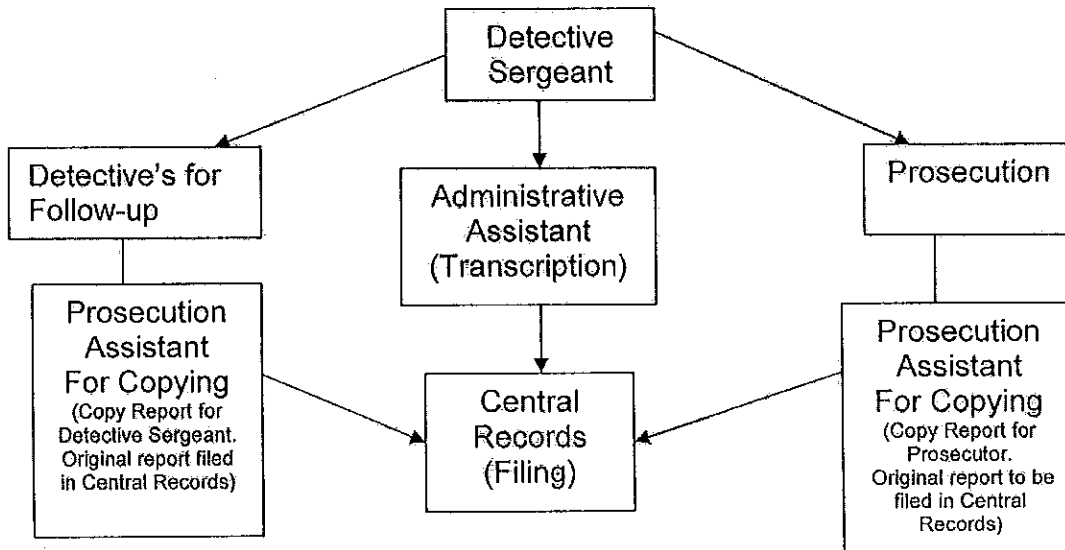
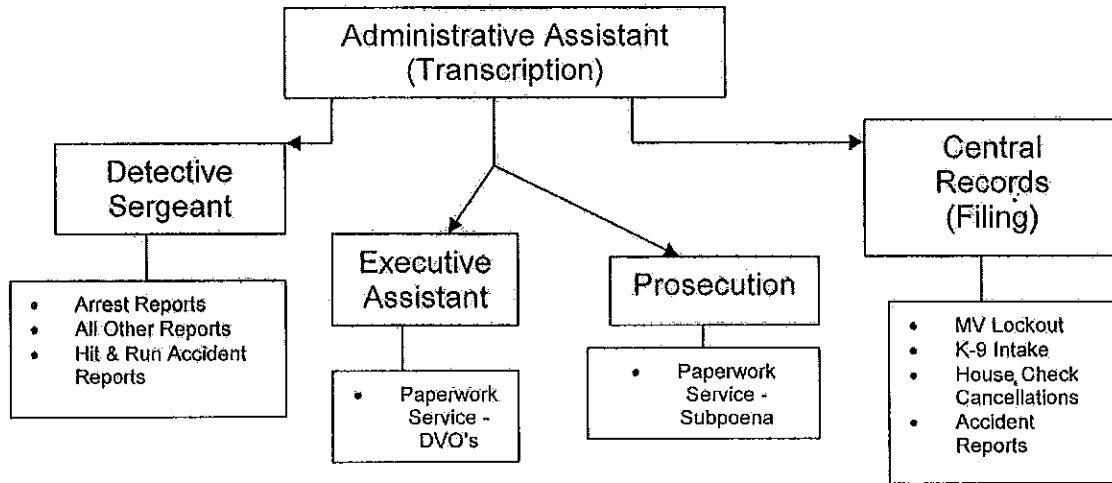
#### Reservation of Rights

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

**END OF REQUEST FOR PROPOSAL**

# Hooksett Police Department

## Paperwork Flow Chart



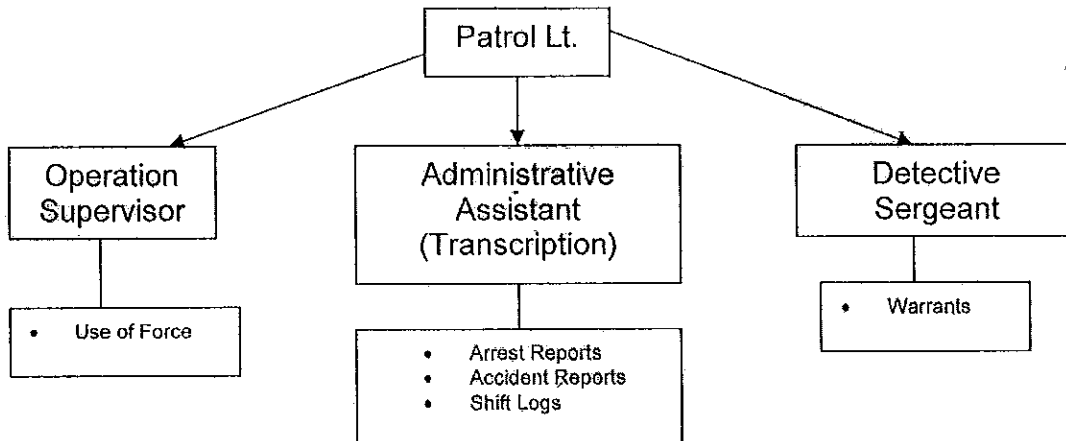
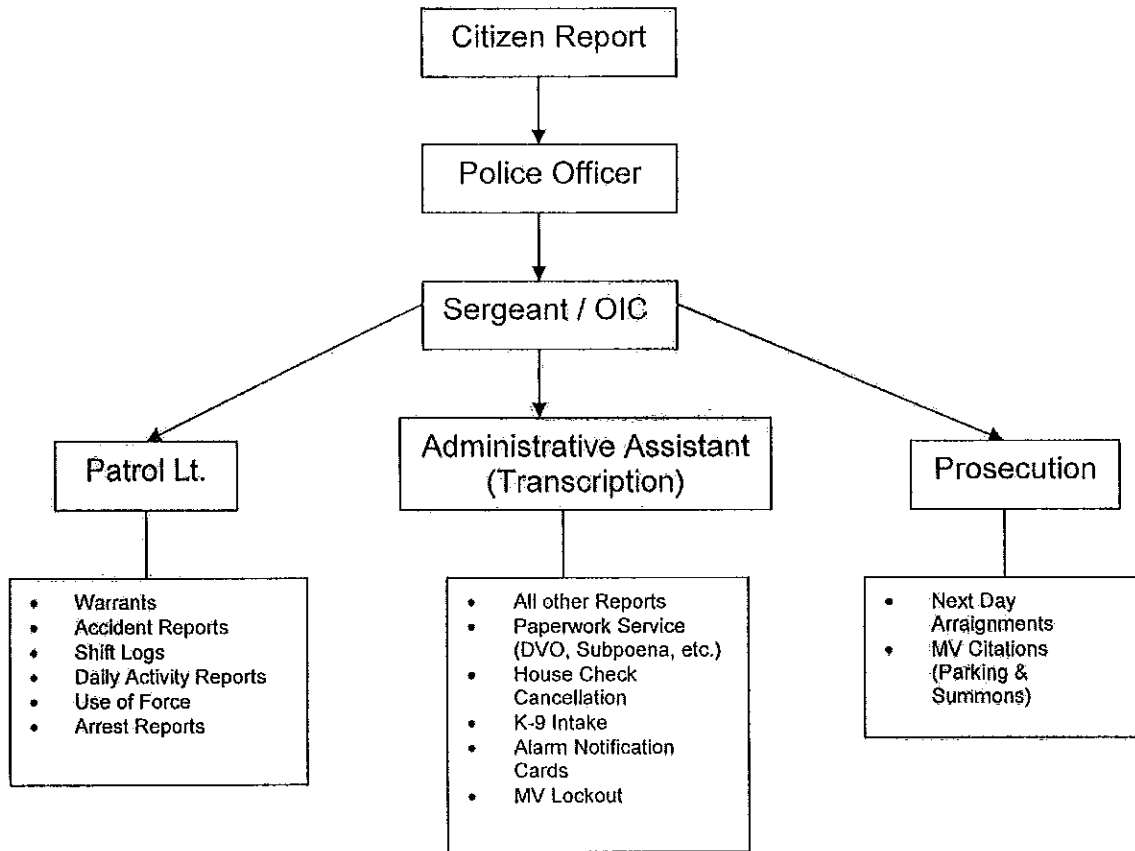
**Note:**

Reports needing corrections will be returned to the Ofc., Sgt., Lt., etc. that turned in the report for approval / review / transcription.  
The Det. Sgt. will return the transcribed reports with transcription errors directly back to the Administrative Assistant.



# Hooksett Police Department

## Paperwork Flow Chart



**NOTE:** For Next Day Arraignments a copy of original report will go directly into Prosecution Mail Box. For Major Crimes and Juvenile Cases (i.e. Runaways) a copy of the original report will go directly into the Detective Sergeant's Mail Box.

## Peter Bartlett

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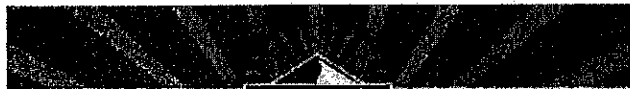
**From:** Carol Jackson <carolj@sunridgesystems.com>  
**Sent:** Friday, April 19, 2013 5:15 PM  
**To:** Peter Bartlett  
**Subject:** Request for Proposal

Dear Chief Bartlett. Thank you for considering Sun Ridge Systems, Inc. as a viable solutions provider. We have reviewed your RFP an appreciate your interest, however, we will not be responding to your RFP.

Best of luck with your search for a new vendor.

Regards,

Carol



Sun Ridge Systems, Inc.

***Carol Jackson***

Director of Implementation  
800-474-2565  
530-221-0663 (Direct Office)

<http://www.sunridgesystems.com/>



April 30th, 2013

Hooksett Police Department  
Peter Bartlett, Chief of Police  
Dean E. Shankle Jr., Town Administrator

Re: Request for Proposal – Proposal for Computer-Aided Dispatch and Records Management Solutions  
#13-02

Mr. Shankle,

Spillman Technologies, Inc. appreciates the opportunity to bid on Hooksett Police Department's project for new public safety software. Upon thorough review of the Request for Proposal (RFP), however, we have determined that submitting a bid would not be in our best interests.

In order for this project to succeed, the Hooksett Police Department requires not only excellent software, but also a clearly defined partnership with the selected vendor. Beyond simply meeting the technical specifications of the RFP, the ideal vendor must understand the agency's workflow, policies, and people. A strong relationship facilitates the communication needed to ensure the project is a success. We are proud of our 100% success rate with project implementations. It's a testament to our strong working relationships with our customers.

Typically, at a minimum, we will have had opportunities to speak with and visit in person the prospective customers with whom we consider partnering. We work in conjunction with a committee or project manager to conduct interviews through a needs analysis process. Following the needs analysis we like to come in and show a product demonstration to help you identify product features and functionality which best suits your project. Finally, we produce a findings report to detail the variety of information we discover through the needs analysis process. Just as you are doing your due diligence with regard to identifying a new Public Safety Software provider, we also work to ensure that those with whom we are considering partnering fit within our basic relationship and scope of project requirements.

Spillman regrets not responding to this RFP; however, we wish the Hooksett Police Department success in its procurement process. We would request that the agency retains Spillman Technologies, Inc. on its list of vendors to contact for future purchases of public safety software systems. If you would allow for additional time and a meeting, we would love to come and visit with the project committee to review in greater detail, the prospect of responding to your RFP.

If you have questions, or if I can provide any further information or assistance, please do not hesitate to contact me at [chousley@spillman.com](mailto:chousley@spillman.com) or 1-800-860-8026, ext. 1827.

Sincerely,



## Perform Hardware Specification Guidelines

The specification guide on page two of this document is for computers running Perform Software only. To get an idea of what specifications you should look for when buying a new client computer, look at a leading hardware seller such as HP or Dell. TriTech recommends an upper middle-of-the-road desktop computer model in a business class, or an entry-level workstation class desktop.

## Mobile Network Requirements

For mobile networking, you will need an IP network between the mobile units and a workstation on the network that is hosting the software. Each mobile unit will need to have a two-way connection with the Perform Message Switch computer. IP addresses on the mobile unit can use DHCP, but must not change while the Perform Mobile software is running. If your department purchased the state interface, check with state officials to see if any other requirements exist.



<b>Server</b>
Recommendations are based on a dedicated Perform Software Server. Other software running on that server is not supported except virus protection, backup and any other related software required by Microsoft. Load balanced environments are not supported.
Microsoft Windows Server 2003/ 2008
Pentium 1.8 GHz or Greater
4 GB Ram or Greater
TriTech Data Vault or Server based backup software (with open file agent)
1 GB NIC
500 GB or Greater Disk Storage
DVD ROM
Appropriately Sized Uninterruptable Power Supply
<b>Client Workstations, Notebooks, &amp; Message Switch</b>
Windows XP Professional SP3 or Higher, Windows 7 Professional. Note: the Message Switch can run on Microsoft Windows Server 2003 / 2008 if desired by your agency.
Pentium 1.8 GHz or Greater
1 GB RAM when using Windows XP Professional, 2 GB when using Windows 7 * 2GB of RAM for Windows XP Professional and 3GB for Vista or Windows 7 required for the message switch, recommended for notebooks and client workstations
Support for DirectX 9 graphics with 128 MB of graphics memory (minimum)
4 GB Ram or Greater
50 GB free hard drive space after client install (client install is approximately 1 GB)
100 MB NIC or Greater
DVD ROM
1024 x 768 screen resolution or greater
Appropriately Sized Uninterruptable Power Supply Required for Message Switch and strongly recommended for CAD workstations
1 serial port (only for the machine that runs the alarm box or 911 Interface, if purchased)
Microsoft .NET Framework 3.5 SP1

#### **Camera**

Perform recommends Hunter Systems <http://www.huntersystemsgroup.com/SmartShot.html>. If you want control the camera from the Perform software, it must be TWAIN compliant, otherwise any standard camera that you can access the pictures as a disk drive will work.

#### **Label Printers**

Any label printer that can output 2-1/4" x 4" labels is acceptable. Dymo® is a reputable brand.

#### **Bar Code Scanner**

Suggested Vendor - The Cuiver Group (TCG) <http://tcg-llc.net/> Contact: Danny Miller (410) 239-6808 ext 102 Their Dolphin® 6500 Perform Kit includes among other things, scanner software preloaded to work with Perform. If a less expensive barcode reader is desired, a non-portable property scanner can be purchased, for example a Wasp WC3900. All scanners must be able to read 3 of 9 Symbology with keyboard emulation.

#### **Driver License Scanner**

Current recommended model: <http://www.acebarcode.com/Perform-mobile-software.html>. Additional License Scanners Supported: Symbol Technologies DS 6607 - USB connected Driver's License scanner, E-Seek Inc. Model 250 MagStripe & 2D Barcode Reader, [http://www.e-seek.com/product\\_m250.asp](http://www.e-seek.com/product_m250.asp)

#### **AVL**

GPS device capable of exporting data in NMEA (National Marine Electronics Association) format or TAIP (Trimble ASCII Interface Protocol). This device must be connected to the notebook via a serial or USB cable. IP addressing to the notebook is also available, but the GPS device must send the NMEA or TAIP data to that address without any additional proprietary formatting.

# Hooksett Police Department Mapping

Chief Bartlett,

I want to apologize for the bad representation of mapping during the demo. The query tool I showed is soon to be discontinued. The build I was showing was new to me and I was not familiar with the new query tool. I put together this document to help you understand what the mapping software is capable of.

In Records the following status reports can be mapped: incident, arrest, warrant, restraining orders, citations, pistol permits, accidents and field interviews. Each of these reports can be queried easily by date and time range and in some cases hundreds of filters can be selected. After the search is performed, you will have a hardcopy of the status report that was produced, the mapping results that correspond to the status report. The data can also be exported at the same time the query is generated to the format of your choice; comma delimited text, delimited text, MS Access 97 database, MSAccess 2000 database, Plain text, Web Page or XML Document.

In CAD the dispatch log can be queried by date and time range and with hundreds of filters to select from. After the search is performed, you will have a hardcopy of the dispatch log and the mapping results that correspond to the log. The data can also be exported at the same time the query is generated to the format of your choice: comma delimited text, delimited text, MS Access 97 database, MSAccess 2000 database, Plain text, Web Page or XML Document.

In records below is one example of the process involved to generate status reports, map the data and export the data in one step:

The screenshot shows a software interface for generating status reports and mapping data. The interface includes a menu bar with options like 'Records', 'Reg', 'Traffic', 'Property', 'Reports/Display', 'Analysis', 'Status', 'Nil', 'Submissions/ZBR', 'DB', and 'Exit'. Below the menu bar, there are search criteria fields: 'From Date: 01/01/2012 Sunday', 'To Date: 12/31/2012 Monday', 'Search On: Reported On Date', and 'Time Each Day'. There are also fields for 'From Time Of Incident: 0000' and 'To Time Of Incident: 2359'. A checkbox labeled 'Include Arrests that do not reference an Incident or another Arrest' is present. A large table lists various filter options with 'CAD' or 'DB' next to them. The 'Filter Option' table includes: Approved Options (CAD), Best Against (CAD), Criminal Activity (CAD), Days Of Week (CAD), District Options (CAD), Outcomes (CAD), Domestic Violence Options (CAD), Drugs (CAD), Event Codes (CAD), Escaped Offenses (CAD), Gang Options (CAD), IRI Codes (DB), Incident Status (CAD), Incident/Event Follow-up Codes (CAD), Jurisdiction (CAD), Juvenile Options (CAD), Laws (CAD), Location Types (CAD), Method Of Entry (CAD), Missing Persons (CAD), Modus Operandi (CAD), Officer Intersecting Street Search (CAD), Offense Street Search (CAD), Officer/Roles Applied to Officers List (CAD), Officers (CAD), Personal and Professional (CAD). Below the filter options, there is a section titled 'Elements To Include On Report' with checkboxes for: Location, Suspects, Suspect Address, Victims, Additional Assisting Officers, Offenses, Modus Operandi, Total \$ Loss, Access Restricted To Info, and Case Solvability. At the bottom, there are options for 'Export Raw Data' (Choose Format: Web page), 'Map Results' (Map Results Name: BSE IBR 220 for 01/01/2012 thru 12/31/2012), and 'Sort Report' (By Officer, By Zone). There are also checkboxes for 'Activate Log' and 'Screen or Printer' (Screen or Printer: 5) and a 'Watch Printer' field (BPR INTERMEDIATION MINUTE).

Under the filter options heading; I clicked on the IBR Codes and the following window appeared prompting the user to select the IBR types to report on. All the filter options work this way.

Perform List (58 items)

IBR Codes	
Code	Description
<input type="checkbox"/>	Aggravated Assault 13A
<input type="checkbox"/>	All Other Larceny 23H
<input type="checkbox"/>	All Other Offenses 90Z
<input type="checkbox"/>	Arson 200
<input type="checkbox"/>	Assisting Or Promoting Prostit 40B
<input type="checkbox"/>	Bad Checks 90A
<input type="checkbox"/>	Betting / Wagering 39A
<input type="checkbox"/>	Bribery 510
<input checked="" type="checkbox"/>	Burglary / Breaking And Enteri 220
<input type="checkbox"/>	Counterfeiting / Forgery 250
<input type="checkbox"/>	Credit Card / Automatic Teller 26B
<input type="checkbox"/>	Curfew / Loitering / Vagrancy 90B
<input type="checkbox"/>	Destruction / Damage / Vandali 290
<input type="checkbox"/>	Disorderly Conduct 90C
<input type="checkbox"/>	Driving Under The Influence 90D
<input type="checkbox"/>	Drug / Narcotic Violations 35A
<input type="checkbox"/>	Drug Equipment Violations 35B
<input type="checkbox"/>	Drunkenness 90E
<input type="checkbox"/>	Embezzlement 270
<input type="checkbox"/>	Extortion / Blackmail 210
<input type="checkbox"/>	False Pretenses / Swindle / Co 26A
<input type="checkbox"/>	Family Offenses, Nonviolent 90F
<input type="checkbox"/>	Forcible Fondling 11D
<input type="checkbox"/>	Forcible Rape 11A
<input type="checkbox"/>	Forcible Sodomy 11B
<input type="checkbox"/>	Gambling Equipment Violations 39C
<input type="checkbox"/>	Impersonation 26C
<input type="checkbox"/>	Incest 36A
<input type="checkbox"/>	Intimidation 13C
<input type="checkbox"/>	Justifiable Homicide 09C
<input type="checkbox"/>	Kidnapping / Abduction 100
<input type="checkbox"/>	Liquor Law Violations 90G
<input type="checkbox"/>	Motor Vehicle Theft 240
<input type="checkbox"/>	Murder And Nonnegligent Mansla 09A
<input type="checkbox"/>	Negligent Manslaughter 09B
<input type="checkbox"/>	Operating / Promoting / Assist 39B

Select All (Ctrl-A) Toggle Selection Cancel Finished

Status report generated with hyperlinks:

Incident Case Status

100% Printer: \PRINTERS\MBKONICA MINOLT Pages (1-2)

**Incident Status Report** Page: 1  
From: 01/01/2012 Thru: 12/31/2012 03/22/2013

A -> Approved  
J -> Juvenile  
D -> Domestic

Case Number	Rep.ID	Ast.ID	Det.ID	Entered	Status	A	J	D
12-107-OF	BST			01/08/2012	OPEN	Y	N	N
Report Date> 01/08/2012 0258								
Location> Zone: Hooksett South								
4 ANDREWS TER								
Offenses> (1) BURGLARY, ARMED & ASSAULT								
IBR: 220 - BURGLARY / BREAKING AND ENTERI								
Victims> (1) HAWES JEREMIAH KURUIS								
Suspects> (1) SPOSE ROSE F DOB: 04/13/1958 Sex: F Race: B Age: 54								
11 MISCOE BROOK PATH								
Grafton, MA 01519								

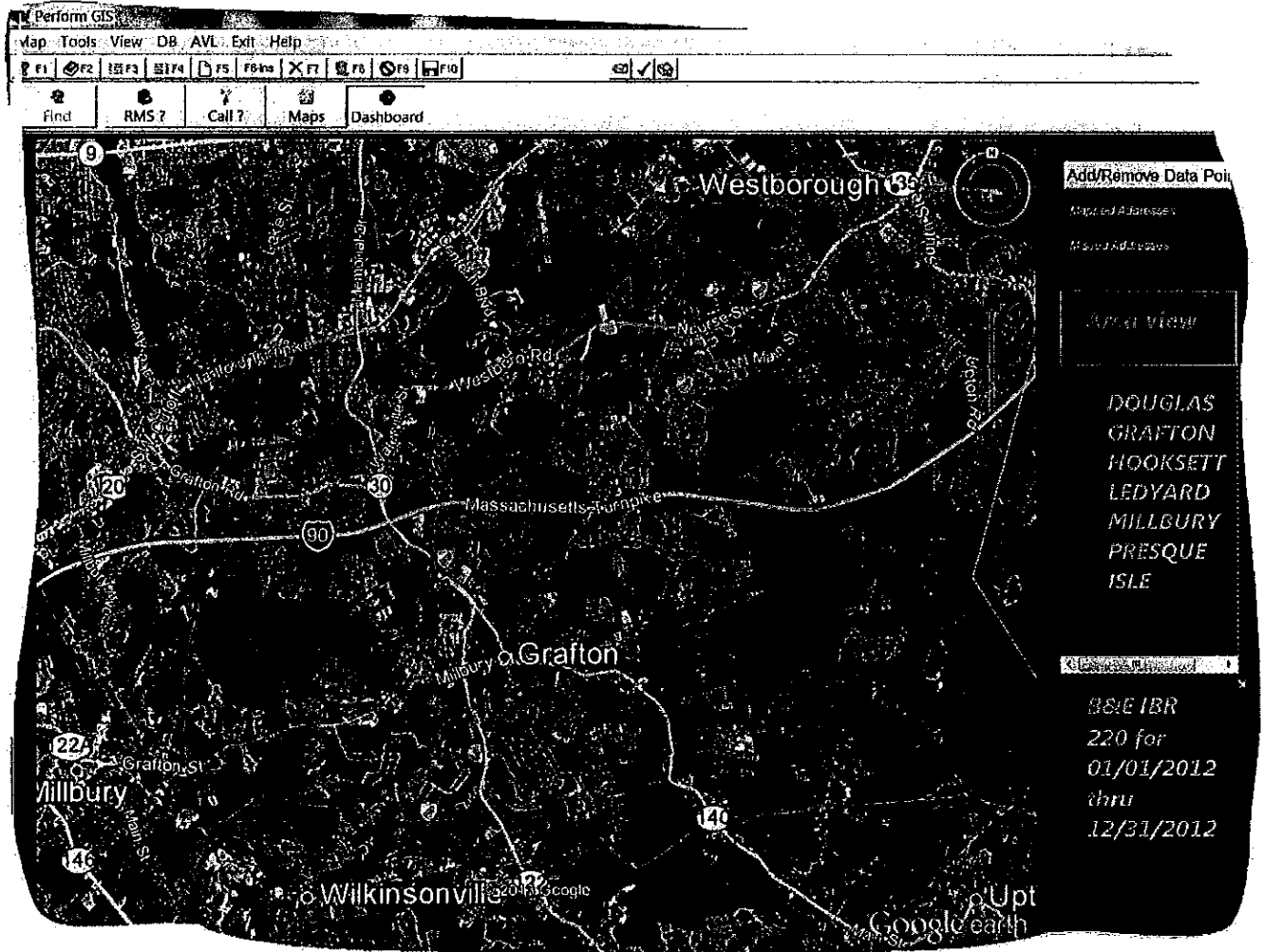
Case Number	Rep.ID	Ast.ID	Det.ID	Entered	Status	A	J	D
12-124-OF	BST			01/09/2012	OPEN	Y	N	N
Report Date> 01/09/2012 0121								
Location> Zone: Hooksett Center								
15 COACH HOUSE RD								
Offenses> (1) BURGLARY, ARMED								
IBR: 220 - BURGLARY / BREAKING AND ENTERI								
Victims> (1) COOPER DENISE TERESA								
Suspects> (1) PARSLOE MILES JESSE DOB: 06/14/1963 Sex: M Race: B Age: 49								
11 GLEN ST								
Grafton, MA 01519								

Case Number	Rep.ID	Ast.ID	Det.ID	Entered	Status	A	J	D
12-326-OF	MFB			01/20/2012	OPEN	Y	N	N
Report Date> 01/20/2012 0110								
Location> Zone: Hooksett South								
12 TRINITY AVE								
Offenses> (1) BURGLARY, UNARMED								
IBR: 220 - BURGLARY / BREAKING AND ENTERI								
Victims> (1) BIRDTAIL MICHEAL FILIPE								
Suspects> (1) ***UNKNOWN*** Sex: M Race: I Age: 2013								

Case Number	Rep.ID	Ast.ID	Det.ID	Entered	Status	A	J	D
12-349-OF	BFC			01/21/2012	OPEN	Y	N	N
Report Date> 01/21/2012 1947								
Location> Zone: Hooksett South								
11 NORTHGATE CT								
Offenses> (1) BURGLARY, FIREARM-ARMED, SUBSQ.OFF.								
IBR: 220 - BURGLARY / BREAKING AND ENTERI								
Victims> (1) NUNES BRENT A								
Suspects> (1) NUNES DANIELA REFRY DOB: 07/02/1961 Sex: F Race: W Age: 51								



Mapped Incidents:



Exported data is attached in the e-mail.

Please contact me if you would like to see a detailed mapping demo. The new filters and ability to export the data to various formats works very well

Sincerely,

Dennis



# TRITECH

SOFTWARE SYSTEMS Perform 313 Boston Post Road West Suite 140 Marlboro, MA 01752-4612 978.215.2300

## Hooksett Police Department Proposal/Sales Quotation

Quotation # 4167DN-1		Quotation Date:	3/22/2013
<b>General &amp; Client Information</b>			
Client Name:	Hooksett Police Department	Bill to:	
System Description:	Integrated Police Software		
Sales Order #		Hooksett Police Department	
Client Purchase Order #		15 Legends Drive	
Client Purchase Order Date		Hooksett New Hampshire 03106	
Client Contact:	Chief Peter Bartlett		
Contact Phone:	(603) 624-1560	Ship to:	
Contact Email Address:	Pbartlett@hooksettpolice.org		
		Hooksett Police Department	
		15 Legends Drive	
Credit Terms:	Net 30 days from date of invoice	Hooksett New Hampshire 03106	
Client Account Manager:			
Project Manager:	David Bourbonniere		

Qty	Sales Category	Item Description	Unit Price	Qty*Unit \$	Extended Price
1	Software	CAD Server Police 6-10	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
2	Software	CAD Client	\$ 2,000.00	\$ 4,000.00	\$ 4,000.00
5	Software	CAD Query and Reporting	\$ 500.00	\$ 2,500.00	\$ 2,500.00
1	Software	Mapping - Google Based 6-10	\$ 3,750.00	\$ 3,750.00	\$ 3,750.00
1	Software	ANI/ALI e911 6-10	\$ 3,750.00	\$ 3,750.00	\$ 3,750.00
1	Software	Law Records Server-Includes forms builder 1-10	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
8	Software	Law Records Client	\$ 1,000.00	\$ 8,000.00	\$ 8,000.00
2	Software	Detective Client	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00
1	Software	Imaging and Photo Lineup 1-10	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00
1	Software	Bar Coding Police Property 1-10	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
1	Software	Fingerprint Interface 1-10	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
1	Software	False Alarm Billing 6-10	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
1	Software	Law Message Server 1-5	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
1	Software	NCIC/State Query Interface 1-5	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
1	Software	Cross Agency Case & MNI Data Share - System 1-5	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
4	Software	Mobile /Field Based Reporting Clients	\$ 1,250.00	\$ 5,000.00	\$ 5,000.00
1	Software	Data Dictionary Files (DDF's) for use with ODBC compliance query tools	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
1	Software	Law Admin Server 1-5	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
5	Software	Admin Client	\$ 500.00	\$ 2,500.00	\$ 2,500.00
1	3rd Party Software	20 Concurrent User Database License	\$ 2,100.00	\$ 2,100.00	\$ 2,100.00
8	3rd Party SW Workgroup	Pervasive Workgroup License	\$ 65.00	\$ 520.00	\$ 520.00
2	Services	CAD-Police Database Training	\$ 1,200.00	\$ 2,400.00	\$ 2,400.00
2	Services	CAD-Police Dispatch Training	\$ 1,200.00	\$ 2,400.00	\$ 2,400.00
4	Services	Police Records Training	\$ 1,200.00	\$ 4,800.00	\$ 4,800.00
2	Services	Administrative Training	\$ 1,200.00	\$ 2,400.00	\$ 2,400.00
1	Services	Mobile Training	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00
2	Services	Two Days Follow-up Training	\$ 1,200.00	\$ 2,400.00	\$ 2,400.00
1	Services	Project Management	\$ 2,760.00	\$ 2,760.00	\$ 2,760.00
		Extract, convert and merge Microsystems PRGIV based CAD/RMS data from the Hooksett, NH Police Department and deliver it to the customer in Trittech Perform Solutions database format as follows:			
1	Subcontract	Data Extraction Services: Extract Police CAD/RMS data to include: • Geographic, Site and Business file data • CAD data • Master Name data • Case file data • Property/Evidence data • Police Images	\$ 19,500.00	\$ 19,500.00	\$ 19,500.00
1	Subcontract	Data Conversion/Merge Services: Convert and merge data to IMC database • Geographic/Site data • CAD • Master Names • Cases • Property/Evidence • Images	\$ 19,760.00	\$ 19,760.00	\$ 19,760.00
1	Support	One Year Support & Maintenance Standard Licenses	\$ 10,035.00	\$ 10,035.00	\$ 10,035.00
1	Support 3rd Pty SW	One Year 3rd Party Software Support & Maintenance	\$ 625.00	\$ 625.00	\$ 625.00



# TRITECH

SOFTWARE SYSTEMS Perform 313 Boston Post Road West Suite 140 Marlboro, MA 01752-4612 978.216.2300

## Hooksett Police Department Proposal/Sales Quotation

Quotation # 4167DN-1		Quotation Date: 3/22/2013	
Other	Travel Expense -Billed at actual expense per Terms & Conditions	\$ -	\$ -
		\$ -	\$ -
		Total: \$ 126,540.00	

### Project Summary & Totals

Software				55,750.00
3rd Party Software				2,620.00
Support 3rd Party Software				525.00
Subcontract				39,260.00
Services				18,350.00
Software Modification				-
Annual Support & Maintenance				10,035.00
Other				-
Subtotal:				\$ 126,540.00
Estimated Sales Tax (State: ___ at ___%)		Taxable sales: 0.00	Sales tax rate: 5.00%	\$ -
Estimated Shipping				\$ -
Total:				\$ 126,540.00

### Project Payment Terms: Net 30 days from date of invoice

	The software will be invoiced upon software delivery			\$ 58,370.00
	The training will be invoiced upon the completion of the first scheduled training class			\$ 15,600.00
	The project management will be invoiced 50% upon quote acceptance			\$ 1,375.00
	The project management will be invoiced 50% upon go live			\$ 1,375.00
	The data extraction will be invoiced 50% upon quote acceptance			\$ 9,750.00
	The data extraction will be invoiced 50% upon first extraction prior to database training			\$ 9,750.00
	The data conversion and merge will be invoiced 50% upon quote acceptance			\$ 9,880.00
	The data conversion and merge will be invoiced 50% upon post go live delivery			\$ 9,880.00
	The support will be invoiced upon the earlier of: go-live or 180 days after installation			\$ 10,560.00
Total Payments:				\$ 126,540.00



# TRITECH

SOFTWARE SYSTEMS Perform 313 Boston Post Road West Suite 140 Marlboro, MA 01752-4612 978.215.2300

## Hooksett Police Department Proposal/Sales Quotation

Quotation # 4167DN-1		Quotation Date:	3/22/2013
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### Summary Information & Project Notes

The project management services included with this quotation, if any, will be considered completed upon client Go-live, unless otherwise stated. Training class size is up to 6 students for database training. All other training listed is up to 12 students. The training quoted is to be held at Imc unless On-site is referenced in the above item description section.

#### Send Purchase Orders to:

Tritech Software Systems  
 Attn: Sales Fax: 978.215.2299  
 sales@tritech.com

#### Remit Payments to:

Tritech Software Systems  
 PO Box 203223  
 Dallas, TX 75320-3226

Quotation Issued by: Dennis Noe  
 Contact Info: 978-215-2282

### Terms and Conditions - Quote Valid Period: One Hundred (100) Days from quote date

the Software. Payment Terms: All invoices are due Net 30 days from the invoice date unless otherwise specified in this quote. Software fees shall be invoiced in full upon delivery, which is defined as the earliest of the dates the software is either: a) delivered on a CD by a TriTech consultant, b) downloaded or installed to a computer at client location (remotely or onsite) or c) delivered on a CD by common carrier (such as FedEx or UPS). All fees for Installation and In Site Assistance Services shall be invoiced upon completion of such services or monthly if such services are performed over a period exceeding one month. All fees for Training shall be invoiced upon completion of the first scheduled Training Class. All training purchased must be completed within one year of the department's go live date, or the date the training is purchased, whichever is later. Training not completed within one year will be forfeited. The initial term of annual Software Support shall begin, and fees shall be due on the earlier of: i) live operation (Go-Live); or ii) 180 days after software installation, and shall continue for a period of twelve (12) months thereafter. Software Support is renewable on an annual basis. Support fees for additional software licenses purchased subsequent to initial system installation shall be invoiced upon delivery of the Software. The Annual Software Support fees for additional software licenses purchased subsequent to the initial installation shall be pro-rated to coincide with the current support term. Acceptance: When "acceptance" is specified in the quote as the criteria for invoicing or another milestone, a Task Completion Report will be provided by TRITECH to Client for sign-off upon completion of installation or other services. Client shall have ten (10) business days after installation to notify TRITECH in writing of any deficiencies, defined herein as critical errors in software or that the software is not functioning substantially in accordance with the written documentation. TRITECH shall use commercially reasonable efforts to correct the deficiencies within ten (10) business days of such notice and resubmit to Client for sign-off. This process shall be repeated as necessary and appropriate. If Client fails to return the signed Task Completion Report and has not provided written notice of deficiency within the time period specified herein, the Software shall be deemed accepted. Conversion Services: Data conversion services, further described in the attached TRITECH Data Conversion Checklist, shall include one pre Go-Live deliverable (database training) and one post Go-Live deliverable and shall be limited to the items listed on this quote. Data Extraction fee is due in two increments; 50% upon quote acceptance and 50% upon 1st data extraction before database training. All fees for conversion services shall be payable in two increments; 50% upon quote acceptance and 50% at post Go-Live delivery. A Task Completion Report will be provided by TRITECH to Customer for sign-off upon completion of conversion services deliverable. Customer shall have ten (10) business days after installation to notify TRITECH in writing of any deficiencies. TRITECH shall use commercially reasonable efforts to correct the deficiencies within ten (10) business days of such notice and resubmit to Customer for sign-off. This process shall be repeated as necessary and appropriate. If Customer fails to return the signed Task Completion Report and has not provided written notice of deficiency within the time period specified herein, the conversion services shall be deemed accepted. Prices quoted for all On-site and Customer Site Services do not include travel expenses. Travel expenses will be billed separately as incurred, due Net 30 day terms and shall include actual costs for airfare, lodging, ground transportation and meals. NOTE: This quote includes the Perform software applications and services only, however additional 3rd party elements may be required. It is the sole responsibility of the customer to provide all such 3rd party elements to ensure the proper installation and operation of the Perform software.

By signing below, you are indicating that you are authorized to obligate funds for your organization. To activate your order, check the appropriate box below and, either, (i) attach a copy of this quotation to your purchase order when it is remitted to TriTech, or, (ii) if no additional authorizing paperwork is required for your organization to accept and pay an invoice, sign below and fax this quotation to 978.215.2299 or email to sales@tritech.com to indicate your acceptance.

<input type="checkbox"/>	Purchase Order required and attached, reference PO# _____ on invoice			
<input type="checkbox"/>	No Purchase Order required to invoice			

Please check one of the following:

<input type="checkbox"/>	I agree to pay any applicable sales tax.			
<input type="checkbox"/>	I am tax exempt. A copy of the agencies tax exempt certificate is included with this acceptance form.			

### Accepted for Client

	Client Agency/Entity Name			
	Print Name		Title	
	Client Authorized Representative			
	Signature		Date	
	Client Authorized Representative			

**Staff Report**  
**South Bow Road – Drainage Upgrade – Excavation Work**  
**June 12, 2013**

**Background:** South Bow Road is in need of drainage upgrades before the roadway is paved. These drainage upgrades are extensive as we will be enclosing open drainage, removing failing drainage pipes and catch basins, and installed upgraded drainage to handle the flow that currently exists today. We have asked voters in the budget for the past two years for a rubber tire excavator. Unfortunately both years the budget has failed and with the failed budget has come no money to fund the rubber tire excavator that could be used for this project. With that being said we are now before you asking you to approve the hiring of an owner operator.

**Issue:** I would like the Town Council to approve the expenditure of not more than \$40,000 for an owner operator for the drainage upgrades to be completed on South Bow Road.

**Discussion:** The DPW does not have the type equipment that is needed to complete the drainage upgrades that are needed on South Bow Road. We are asking the council to approve the expenditure of no more than \$40,000 for the hiring of an owner operator to complete the drainage upgrades on South Bow Road. I anticipate this taking rough 10 weeks to complete. Below please find three quotes for owner operator by the hour.

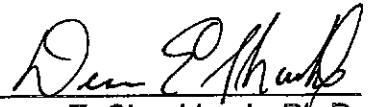
B. Jean Excavation LLC	\$100 per hour
TDD Earth Tech Inc.	\$118 per hour
Advanced Excavation	\$115 per hour

**Fiscal Impact:** This would be paid from the current year's budget as well as next year's budget

**Recommendation:** I recommend the Town Council approve the hiring of B. Jean Excavation LLC an operator and excavator for no more than \$40,000.

**Prepared by:** Leo Lessard, Director of Public Works

**Town Administrator Recommendation:**

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

**B. Jean Excavation LLC**

76 Groton Road  
 Nashua, NH 03062  
 (603)889-8814  
 (603)886-5977 fax

**PROPOSAL**

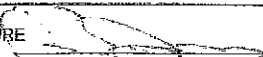
DATE	PROPOSAL #
4/1/2013	1466

NAME / ADDRESS
Town of Hooksett Division of Public Works ATTN: Leo Lessard 210 West River Rd Hooksett, NH 03106

PROJECT

DESCRIPTION	TOTAL
315 Excavator Rental with operator and fuel Digging bucket & 60" grade-all bucket Pipe laser with bracket and targets Rotary laser with grade rods  Price for all above items \$1,000 per day	
315 Excavator rental with operator/fuel Digging bucket & 60" grade-all bucket  Price for above items \$100 per hour	
Transportation of Machine to job-site \$350 Machine move off-site supplied by B Jean Excavation	
<b>TOTAL</b>	<b>\$0.00</b>

Acceptance of proposal

SIGNATURE 



# Estimate

Date	Estimate #
4/9/2013	451

TDD Earth Technologies  
 P O Box 603  
 Hudson, NH 03051  
 Phone and Fax 603-881-8692  
 Bob@TddEarthTech.com

Name / Address
Town of Hooksett 210 West River Road Hooksett ,NH 03106

Project

Description	Total
130 Hyundai Excavator Per Hour	118.00
160 Hyundai Excavator Per Hour	128.00
Single Point Ripper available if needed	
Signature	Signature
<b>Total</b>	
	<b>\$246.00</b>

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. Our workers are fully covered by Workmen's Compensation Insurance. \* Items not included and to be considered extra include: Ledge Blasting & Removal, excessive ground water, unsuitable material, Winter Conditions (such as Heat, plastic, hay and labor to protect concrete footings and walls), and Permits, Engineering, and Inspection Fee's by others.

## Jodi Pinard

---

**From:** Sharon Gelinis <pavinwife@myfairpoint.net>  
**Sent:** Wednesday, April 10, 2013 2:05 PM  
**To:** Jodi Pinard  
**Subject:** Fwd:

----- Forwarded message from Sharon Gelinis <pavinwife@myfairpoint.net> -----

Date: Wed, 10 Apr 2013 13:29:56 -0400  
From: Sharon Gelinis <pavinwife@myfairpoint.net>  
Reply-To: Sharon Gelinis <pavinwife@myfairpoint.net>  
Subject: Fwd:  
To: [llessard@hooksett.org](mailto:llessard@hooksett.org), [durquhart@hooksett.org](mailto:durquhart@hooksett.org)

----- Forwarded message from Sharon Gelinis <pavinwife@myfairpoint.net> -----

Date: Mon, 08 Apr 2013 13:44:07 -0400  
From: Sharon Gelinis <pavinwife@myfairpoint.net>  
Reply-To: Sharon Gelinis <pavinwife@myfairpoint.net>  
Subject:  
To: [llessard@hooksett.org](mailto:llessard@hooksett.org)

Leo,

Here are the prices Doug asked for:

ZX180W Hitachi Clean up Machine w/operator  
\$115.00 per hour

200 John Deere Excavator w/operator  
\$115.00 per hour

If you have any questions or concerns please feel free to email or call.

Have a good day

Sharon A. Gelinis  
Advanced Excavating & Paving Inc

----- End forwarded message -----

----- End forwarded message -----



AGENDA NO. 13-53

DATE: 6/12/13

STAFF REPORT

Acceptance of Bids for Diesel Tank Piping Upgrade and New Pump  
June 12, 2013

**Background:** The Town of Hooksett Recycling and Transfer Department has accepted bids for the upgrade of pipes and sumps for the 10,000 gallon diesel tank to comply with new rules by the DES Underground Tank Program.

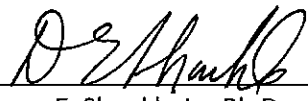
**Discussion:** Several years ago, we were informed by the Department of Environmental Services, that there would be new rules for compliance to facilities with underground storage tanks. We presently have one updated 1,000 used oil tank and a 10,000 gallon diesel tank. The highway, 10,000 gallon used oil tank was recently removed. In order to prepare for this upgrade, a warrant article was submitted several years ago to raise \$25,000 each year for 2 years to pay for this project. At the same time as upgrading the tanks, it was decided that it would be a good time to replace the old gas boy pump with a new pump that would monitor usage and increase accountability. This year in May, the second installment of \$25,000 was voted in by the residents. On May 15<sup>th</sup> there was a bid opening at Town Hall for this project. The results were as follows:

ENPRO Services, Inc.	\$83,961.00
SRS Petroleum Services	\$56,975.00
MB Maintenance	\$40,975.00

**Recommendation:** I would recommend the Council accept the bid from MB Maintenance. Mario Boldec from MB Maintenance, has been involved with the installation of almost all of the tanks here at the facility. He has also serviced all of the tanks here for many years.

**Prepared by:** Diane Boyce, Superintendent, Hooksett Recycling and Transfer

Town Administrator Recommendation: Concur.

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

**ATTACHMENT 1**

**Company Name:** ENPRO Services, Inc.

Having carefully read all of the Request for Proposal documents pertaining to the "Diesel Tank Piping/Tank Upgrade Bid #13-01" for the Town of Hooksett, NH, we submit this bid.

**Diesel Tank Piping Upgrade**

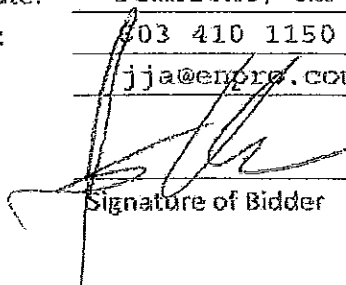
Diesel tank piping upgrade to NHDES compliance	<u>\$56,053.00</u>
Additional costs to satisfy any requirements	<u>\$6,500.00</u>
Other anticipated costs:	<u>N/A</u>
<b>Total Tank Piping Upgrade:</b>	<b>\$ <u>62,553.00</u></b>

**Fuel Pump Upgrade**

New fuel pump dispenser	<u>\$7,652.00</u>
Fuel management system	<u>\$11,614.00</u>
Training costs	<u>\$2,142.00</u>
<b>Total fuel pump upgrade and management system</b>	<b>\$ <u>21,408.00</u></b>

**Total Project Costs** **\$ 83,961.00**

**Company Name:** ENPRO Services, Inc  
**Address:** 709 Keith Avenue  
**City/State:** Pembroke, NH 03275  
**Phone :** 603 410 1150  
**E-Mail:** jjja@enpro.com

  
Jim Adrignola  
 Signature of Bidder

ATTACHMENT 1

Company Name: SRS Petroleum Services

Having carefully read all of the Request for Proposal documents pertaining to the "Diesel Tank Piping/Tank Upgrade Bid #13-01" for the Town of Hooksett, NH, we submit this bid.

Diesel Tank Piping Upgrade

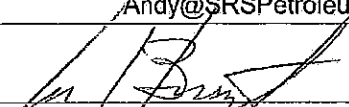
Diesel tank piping upgrade to NHDES compliance	<u>\$32,700</u>
Additional costs to satisfy any requirements	<u>-</u>
Other anticipated costs:	<u>-</u>
Total Tank Piping Upgrade:	<u>\$ 32,700</u>

Fuel Pump Upgrade

New fuel pump dispenser	<u>\$17,000</u>
Fuel management system	<u>\$5,000</u>
Training costs	<u>\$1,500</u>
Total fuel pump upgrade and management system	<u>\$ 23,500</u>

Total Project Costs \$ 56,200

Company Name: SRS Petroleum Services  
Address: 700 West Center Street, Suite #2  
City/State: West Bridgewater, MA 02379  
Phone : (508) 232-7760  
E-Mail: Andy@SRSPetroleum.com

  
Signature of Bidder

ATTACHMENT 1

Company Name: M.B. Maintenance, Inc

Having carefully read all of the Request for Proposal documents pertaining to the "Diesel Tank Piping/Tank Upgrade Bid #13-01" for the Town of Hooksett, NH, we submit this bid.

Diesel Tank Piping Upgrade

Diesel tank piping upgrade to NHDES compliance	<u>\$ 24950.00</u>
Additional costs to satisfy any requirements	_____
Other anticipated costs:	_____
Total Tank Piping Upgrade:	<u>\$ 24950.00</u>

Fuel Pump Upgrade

New fuel pump dispenser	<u>\$ 4350.00</u>
Fuel management system	<u>9275.00</u>
Training costs	<u>2 days 2400.00</u>
Total fuel pump upgrade and management system	<u>\$ 16025.00</u>

Total Project Costs \$ 40975.00

Company Name: M.B. Maintenance, Inc.  
 Address: 218 River Road  
 City/State: New Boston, NH 03070  
 Phone: (603) 487-2808  
 E-Mail: KBOLDUC@comcast.net

Mario Bolduc  
 Signature of Bidder

STAFF REPORT

Discussion of Wheelabrator Contract

June 12, 2013

AGENDA NO. 13-54  
DATE: 06/12/13

**Background:** The Town of Hooksett has had a 10 year agreement with Wheelabrator in Penacook, and 2 5 year contracts over the past 20 years. Wheelabrator is the incinerator where the Town disposes of the trash. Our present contract will expire in 12/31/13. Waste Management (owners of Wheelabrator) has already approached the Town with a "proposed" contract.


**Discussion:** It is a 9.5 year contract with a deduction in our current rate. From July 2013-December 2014 we have the opportunity to save close to \$30,000 at the present "tonnage" numbers. The increases in the past have been \$2.00 per ton each year. This contract is for \$1.00 per year increase. We have never "bid" the trash disposal but have always done some comparison shopping. There are benefits to going to an incinerator vs. a landfill. There are limited sites for disposal in the New England area.

Please find the proposed rate sheet from Waste Management. We are presently paying \$74.00 per ton with an estimated increase of \$76.00 "budgeted" for 2014.

**Recommendation:** I think it is an extremely good contract. I would try to get the same agreement with a shorter term, say 5.5 years. If Waste Management changed the rates with the shorter term contract, I would agree to this longer term. It is like predicting long term fuel prices, trash is a commodity and very hard to gauge.

**Prepared by:** Diane Boyce, Superintendent Hooksett Recycling and Transfer

**Town Administrator Recommendation:** Discuss whether Council thinks it is appropriate to waive bidding.

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

**Hooksett Draft Term Sheet  
May 20, 2013**

- **Proposed Rate:**
- Commencing July 1 2013, the tipping fee is \$68/ton.
- Rate Escalation: Tipping fee rate will remain at \$68 in 2014 and escalate \$1.00 annually, commencing 1/1/15.
- **Effective Date:**
- Term: Agreement will run from July 1, 2013 through December, 2022.
- **Related Terms in Proposal:**
- Use current Solid Waste Disposal Agreement terms and conditions as a base. Revise to reflect 9.5 year extension reflecting lower rate for additional commitment.
- At Wheelabrator's discretion, waste may be diverted to alternate disposal site. The rate paid by the Town would be the same at either disposal locations. Wheelabrator to pay incremental haul costs that may apply.

Month/Year	New Contract Rate
Jul-13	\$68.00
Jan-14	\$68.00
Jan-15	\$69.00
Jan-16	\$70.00
Jan-17	\$71.00
Jan-18	\$72.00
Jan-19	\$73.00
Jan-20	\$74.00
Jan-21	\$75.00
Jan-22	\$76.00

**Staff Report  
Encumbrances  
June 12, 2013**

AGENDA NO. 13-55  
DATE: 06/12/13

**Background:** In accordance with RSA 32:7, all appropriations shall lapse at the end of the fiscal year unless it meets one of six exceptions:

- I. Encumbered by a legally enforceable obligation created by contract
- II. Capital Reserve Funds and Trust Funds
- III. Issuance of Bonds or Notes
- IV. Anticipated Grants from State, Federal or private sources
- V. Special warrant article at properly noticed meeting for which appropriations is available
- VI. Special warrant articles that are written longer than one year, but not over five years

**Discussion:** The following projects met the first exception, which is a contractual obligation. A copy of the contracts can be found in the reading file. Any equipment or service received by June 30th will reduce the amount of encumbrance requested automatically.

1	<b>Financial Software - 01-401-12-224</b> -Contract with BS&A Software for \$61,480.00 total (\$47,000 from Article & \$14,480 from computer line). Conversion is expected to be completed by December 31, 2013.	\$14,480.00
2	<b>National Citizen Survey – 01-401-11-223</b> -Contract with National Research Center, Inc. to perform citizens' survey.	\$7,250.00
3	<b>CPG Neighborhood Heritage District Grant – 01-454-01-223</b> -Remaining cash match per grant agreement.	\$2,126.00
4	<b>PW Road Resurfacing – 01-437-21-981</b> -Contract with Pike Industries, Inc.	\$119,829.00
5	<b>PW Road Striping – 01-437-21-222</b> -Contract with Industrial Traffic Lines, Inc.	\$11,785.00
6	<b>CAD/RMS Police Software – 01-424-01-211</b> -Contract with TriTech Software System.	\$126,540.00
7	<b>Riverside Cemetery Fence – Article #25</b> -Contract with Blue Ribbon Fence & Landscaping to be installed by Oct 1, 2013.	\$6,815.00

The item list below met the sixth exception


1	<b>Financial Software - Article 15</b> approved by the voters on May 8, 2012, stated the funds will not lapse until the software conversion is complete or by June 30, 2016, whichever is sooner.	\$47,000.00
---	---	-------------

**Fiscal Impact:** Please see attached BUDGET SUMMARY FY 2012-13

**Recommendation:** Motion to encumber \$288,825.00 for FY 2012-13 under RSA 32:7(I) and to encumber \$47,000.00 under RSA 32:7(VI).

**Prepared by:** Christine Soucie, Finance Director

**Town Administrator Recommendation:** *concur*

  
\_\_\_\_\_  
Dean E. Shankle Jr.  
Town Administrator



TOWN OF HOOKSETT - BUDGET SUMMARY FY 2012-13

May 29, 2013

92.31% of the year has expired

47 pay weeks of 52 weeks has expired or 90.38%

Department	* 2012-13 Appropriation	Encumbrances	2012-13 Actual YTD	(Over) Under Expended YTD	Percent Expended
Administration	882,548	(21,730)	767,008	93,810	89.10%
Assessing	165,468	-	143,493	21,975	86.72%
Community Development & Planning Board	203,513	(2,126)	175,649	25,738	87.22%
Family Services	219,809	-	203,103	16,706	92.40%
Finance	199,444	-	185,884	13,560	93.20%
Fire-Rescue	3,675,394	-	3,245,187	430,207	88.29%
Public Works	2,744,231	(131,614)	2,357,267	255,350	90.23%
Recycling & Transfer	1,093,857	-	808,683	285,174	73.93%
Tax Collection	243,839	-	209,783	34,056	86.03%
Town Clerk	20,966	-	19,166	1,800	91.41%
<b>Administration's Budget</b>	<b>9,449,069</b>	<b>(155,470)</b>	<b>8,115,223</b>	<b>1,178,376</b>	<b>87.32%</b>
Budget Committee	8,658	-	5,725	2,933	66.12%
Capital Leases	85,377	-	85,377	0	100.00%
Cemetery Commission	850	-	-	850	0.00%
Conservation Commission	10,140	-	8,452	1,688	83.35%
Debt Principal	260,000	-	260,000	-	100.00%
Debt Interest	5,200	-	5,200	-	100.00%
Debt Tax Anticipation Note (TAN)	1	-	-	1	0.00%
Library	537,731	-	537,731	-	100.00%
Police Commission	3,544,589	(126,540)	2,798,651	619,398	81.88%
<b>Total General Fund Operating Budget</b>	<b>13,901,615</b>	<b>(282,010)</b>	<b>11,816,359</b>	<b>1,803,246</b>	<b>86.76%</b>
Sewer Department	1,952,077	-	-	1,952,077	0.00%
Town Building Maintenance CR	150,000	-	150,000	-	100.00%
Front End Loader Purchase	160,000	-	122,010	37,990	76.26%
Plow Dump Truck CR	80,000	-	80,000	-	100.00%
Fire Apparatus CR	50,000	-	50,000	-	100.00%
Emergency Radio CR	50,000	-	50,000	-	100.00%
Drainage Upgrade CR	50,000	-	50,000	-	100.00%
Financial Software Purchase	47,000	(47,000)	-	-	100.00%
Diesel Tank & Fuel Dispenser CR	25,000	-	25,000	-	100.00%
Fire Personal Protection Gear Purchase	24,000	-	23,250	750	96.87%
Fire Air Packs & Bottles CR	20,000	-	20,000	-	100.00%
Parks & Rec Facilities Development CR	10,000	-	10,000	-	100.00%
Automated Collection Equipment CR	10,000	-	10,000	-	100.00%
Riverside Cemetery Fence Replacement	7,500	(6,815)	-	685	100.00%
<b>2012-13 Grand Totals</b>	<b>16,537,192</b>	<b>(335,825)</b>	<b>12,406,618</b>	<b>3,794,749</b>	<b>76.58%</b>

\* Includes Budget Transfer and Grants authorized by Town Council.

# TITLE LXIII ELECTIONS

AGENDA NO. 13-56  
DATE: 06/12/13

## CHAPTER 671 SCHOOL DISTRICT ELECTIONS

*DS*

### Post-Election Procedure

#### Section 671:33

##### **671:33 Vacancies. –**

I. Vacancies among members of cooperative or area school planning committees shall be filled by the moderator for the unexpired term.

II. (a) The school board shall fill vacancies occurring on the school board, except as provided in subparagraph (b), and in all other district offices for which no other method of filling a vacancy is provided. Appointees of the school board shall serve until the next district election when the voters of the district shall elect a replacement for the unexpired term. In the case of a vacancy of the entire membership of the school board, or if the remaining members are unable, by majority vote, to agree upon an appointment, the selectmen of the town or towns involved shall appoint members by majority vote in convention.

(b) In a cooperative school district, the remaining school board members representing the same town or towns as the departed member shall fill a vacancy on the school board, provided that there are at least 2 such members. If there are less than 2 remaining members on the cooperative school board representing the same town or towns as the departed member, or if the remaining members are unable, by majority vote, to agree upon an appointment, the selectmen of the town or towns involved shall fill the vacancy by majority vote in convention. If the selectmen are unable to fill the vacancy then the cooperative school district moderator shall make the appointment. A member appointed to fill a vacancy under this subparagraph shall serve until the next district election when the voters of the district shall elect a replacement for the unexpired term.

III. Vacancies in the office of moderator shall be filled by vote at a school meeting or election, provided that, until a replacement is chosen, the school district clerk shall serve as moderator.

IV. Vacancies occurring on the budget committee of a cooperative school district shall be filled by appointment made within 5 days by the budget committee, or by the chairperson of the cooperative school board if the vacancy is that of a member appointed from the school board.

**Source.** 1979, 321:1. 1997, 176:9. 2005, 49:1, eff. July 22, 2005. 2012, 239:1, eff. Aug. 17, 2012.

Members of the Town Council,

5/23/13

I am petitioning the Hooksett Town Council per the RSA referenced below. The Hooksett School Board has met on two separate occasions and deadlocked on a replacement for the vacant seat on the board. There were four candidates. The people's business is not getting done because this has paralyzed the board. Every issue ends up in a 2-2 vote. I am also deeply concerned that two of our members abdicated their responsibilities twice this week, first by showing up, and then refusing to attend one Hooksett School Board workshop, and then the same two individuals walked out in a huff from a SAU 15 board meeting. This type of behavior is childish and not helpful. We need calmness and teamwork returned to the board. I would be happy to help attain that goal in whatever way I can. I am in neither stable here...just sick of watching the works get gummed up by bickering and gamesmanship. We have many critical issues on the table and currently the board is doing the equivalent of shuffling the deck chairs on the titanic. We have larger fish to fry...any assistance you could provide would be greatly appreciated.

Sincerely,

Phil Denbow

## **TITLE XV EDUCATION**

### **CHAPTER 197 SCHOOL MEETINGS AND OFFICERS**

#### **District Officers**

##### **Section 197:26**

**197:26 Vacancies.** – The school board shall fill vacancies occurring on the board, and in other district offices, except that of moderator, until the next annual meeting of the district. In case of vacancy of the entire membership of the board, or the remaining members are unable to agree upon an appointment, the selectmen, upon application of one or more voters in the district, shall fill the vacancies so existing until the next annual meeting of the district.

**Source.** RS 70:9. CS 74:11. GS 79:13. GL 87:13. PS 90:23. 1921, 85, V:24. PL 120:24. RL 139:25.

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Meredith News

## Court rules Alosa keeps seat on I-L School Board

by Sarah Schmidt

[write the author](#)

July 15, 2009

CENTER HARBOR – A court decision handed down late last week confirms the Inter-Lakes School Board's appointment of Rebecca Alosa, after the Center Harbor Board of Selectmen took them to court over the appointment procedure.

To fill the vacancy left by Center Harbor representative Anthony Candage, who resigned in March, the board voted on candidates Alosa and Diane Drenkhahn to fill in the final year of Candage's term. When the board tied 3-3, a coin flip determined Alosa as the winner.

The legality of that coin flip is what had the Center Harbor Board of Selectmen taking the Inter-Lakes School Board to court.

At the hearing, Center Harbor Town Counsel Doug Hill argued that the school board had bypassed the selectmen's prerogative to choose the board member, according to the circumstances laid down in RSA 671:33. The RSA reads, "The school board shall fill vacancies occurring on the school board and in all other district offices for which no other method of filling a vacancy is provided. Appointees of the school board shall serve until the next district election when the voters of the district shall elect a replacement for the unexpired term. In the case of a vacancy of the entire membership of the school board, or if the remaining members are unable, by majority vote, to agree upon an appointment, the selectmen of the town or towns involved shall appoint members by majority vote in convention."

"Our position is that the board can't waive that statute," said Hill at the hearing. "Under that RSA, it should be passed to the selectmen to make that decision. Whether a coin flip equates to a majority vote, we respectfully disagree. The 3-3 vote is not a majority, and the coin is not another voting member. The process should follow the procedure."

The court disagreed with the coin flip procedure as a way for the school board to come to a majority vote.

"First, the school board claims that the selectmen only obtain the authority to appoint a member to the school board to fill an unexpired term when the school board itself is unable to complete the task," wrote Belknap Superior Court Justice Kenneth McHugh in the court's declaratory judgment. "Thus, the board argues that establishing a procedure which first called for majority vote but thereafter called for a coin toss was appropriate. Frankly, that position is not as meritorious as the board's second position, and therefore the Court will not comment on it further."

The second vote made by the school board in June, confirming Alosa's appointment, was deemed to have more merit by the court, since there is no time limit in the RSA for the board to come to a decision.

"In summary, the Court finds and rules that because a school board is not required to appoint a member for a vacant seat within a prescribed period of time, a reasonable time is permitted," wrote McHugh. "While a majority vote was required, the fact that that vote came approximately two months after the hearing on the appointment is not unreasonable. The Court rejects the plaintiff's argument that once a majority vote was not immediately obtained, the school board lost the jurisdiction to fill the vacant seat. Therefore, irrespective of whether or not Rebecca Alosa was properly appointed to the school board on April 14, she clearly was properly appointed as a result of the vote of the school board taken on June 24. Accordingly, she is permitted to remain seated as a member of that board until the March 2010 election."

School Board Chair Jack Carty said of the court's ruling that he felt the decision was a fair one.

"The court says there was no time deadline for the appointment, so the school board had the authority with the second vote," said Carty. "It's pretty simple."

Center Harbor Selectman Chair Charley Hanson also agreed with the ruling, and said he was pleased with the outcome.

"We're pleased, we got what we were looking for," said Hanson. "The court confirmed the Center Harbor appointment was legal, and we can move on."

Alosa came forward to address the court at the hearing, calling the matter a "breakdown in communication" between the Center Harbor Board of Selectmen and the Inter-Lakes School Board. She voiced a hope that this issue would not discourage others from volunteering to serve on their school board.

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HOOKSETT SCHOOL BOARD MEETING MINUTES APRIL 16, 2013

*Vote unanimously in favor.*

*D. Pearl motioned that the School Board authorize the committee to request descriptions from SBA and the Town of Hooksett. Seconded by C. Akstin.*

*Vote unanimously in favor.*

**OLD BUSINESS**

**Meeting Configuration - requested by David Pearl**

D. Pearl presented a new configuration plan for the School Board meeting.

*D. Pearl motioned to accept the seating plan presented. Seconded by J. Lyscars.*

*Vote 2:2 motion fails.*

**Constant Contact – requested by David Pearl**

*D. Pearl motioned to have the administration set up an email notification list. Seconded by J. Lyscars.*

D. Pearl: This would be emails submitted and simply forwarded to a list. This could include events and notification. This would be simple for a secretary to understand the criteria and either send it or kick it back to Dr. Littlefield.

C. Akstin: We discussed an email notification to go along with the new website. We have an emergency notification in place already for snow days. We have this on the radar for the Good to Great so we can have a better notification and get more information out for the district.

D. Pearl: The Round Table tomorrow required me to solicit 25 volunteers. Two of the people contacted said they couldn't attend but wanted to be on a list. What list would I put them on? I don't think this is a part of the website. We could have a link on the website. This Board voted on Constant Contact and it is not being used.

Dr. Littlefield: We are not paying anything for Constant Contact. It was a 30 day free trial.

D. Pearl: This Board voted to enter into a contract with Constant Contract. We cannot put volunteers in charge of overseeing what is going out to the public. It must be someone acting under the direction of the Superintendent. There are not that many events. I see 10 emails a month.

*J. Lyscars motioned to table because we don't have a contract with Constant Contract. Seconded by C. Akstin.*

*Vote unanimously in favor*

D. Pearl requested the Chair research what happened with Constant Contact.

**NEW BUSINESS**

**Resignation of a Board Member**

*C. Akstin motion to accept Michael Dubisz resignation effective April 8<sup>th</sup>, 2013 Seconded by J. Lyscars.*

The Board thanked Mr. Dubisz for his service.