

**TOWN COUNCIL AGENDA
Regular Meeting
Wednesday, June 25, 2014**

1. **6:30 PM - CALL TO ORDER**
2. **ROLL CALL**
3. **PLEDGE OF ALLEGIANCE**
4. **APPROVAL OF MINUTES**
 - a. Public: 06/11/2014
 - b. Non-public: 06/11/2014
5. **AGENDA OVERVIEW**
 - a. Youth Achiever of the Month
6. **CONSENT AGENDA**
7. **TOWN ADMINISTRATOR'S REPORT**
8. **PUBLIC INPUT: 15 Minutes**
9. **NOMINATIONS AND APPOINTMENTS**
 - a. Nominated: Steve Couture: Conservation Commission (reappointment)
 - b. Nominated: Muamer Durkovic: Planning Board – alternate until 2016; ED Advisory (n)
 - c. Nominated: Ivan Gult: (ED) Advisory (new)
 - d. Nominated: Frank Kotowski: Planning Board (reappointment); ED Advisory (new)
 - e. Nominated: Sean McDonald: Recycling Advisory (reappointment)
 - f. Nominated: Michael J. Simoneau: Zoning Board (reappointment)
 - g. Nominated: Tom Walsh: Planning Board (reappointment)
 - h. Nominated: JoCarol (Gau) Woodburn: Conservation Com from alternate to full
 - i. Donald Pare – ZBA full member reappointment
 - j. Chris Pearson – ZBA full member reappointment
 - k. Robert Worrell – Recycling & Transfer AC full member reappointment
10. **SCHEDULED APPOINTMENTS**
 - a. 14 – 051 Public Hearing on Ambulance Collection Policy and Billing Rates
11. **15 MINUTE RECESS**
12. **OLD BUSINESS**
 - a. 14 – 033 Discussion and possible approval of changes to Alarm Ordinance
 - b. 14 – 034 Discussion and possible approval of Pawn Shop Ordinance
 - c. 14 – 048 Finance Director re end of year issues (encumbrances, pay plan)
 - d. 14 – 046 Scarpetti Edgewater Drive Proposal
 - e. 14 – 052 Discussion of District Court Lease
13. **NEW BUSINESS**
 - a. 14 – 053 Police Chief contract issue
 - b. 14 – 054 Garden Club projects update
14. **SUB-COMMITTEE REPORTS**
15. **PUBLIC INPUT**

16. NON-PUBLIC SESSION

NH RSA 91-A:3 II (a) The dismissal, promotion, or compensation of any public employee or the disciplining of such employee, or the investigation of any charges against him or her,

NH RSA 91-A:3 II (c) Matters which, if discussed in public, would likely affect adversely the reputation of any person, other than a member of the public body itself.

17. ADJOURNMENT

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, June 11, 2014

CALL TO ORDER

Chair Sullivan called the meeting to order at 6:32 pm.

ROLL CALL – ATTENDANCE

Nancy Comai (via phone until 9:30 pm), Robert Duhaime, Donald Winterton, David Ross, James Levesque, Todd Lizotte, Chairman James Sullivan, Dr. Dean E. Shankle, Jr. (Town Administrator)
Missed: Adam Jennings, Susan Orr

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

a. Public: May 28, 2014

T. Lizotte motioned to accept the public minutes of May 28, 2014 with edits. Seconded by R. Duhaime.

Vote unanimously in favor. D. Ross abstained due to prior absence.

b. Non-public: May 28, 2014

J. Levesque motioned to accept the non-public minutes of May 28, 2014. Seconded by T. Lizotte.

Vote unanimously in favor. D. Ross abstained due to prior absence.

AGENDA OVERVIEW

Chair Sullivan provided an overview of tonight's agenda.

CONSENT AGENDA

- a. Acceptance of donations to Police Department for Bicycle Rodeo: (Target \$25, gift card; Walmart \$75 gift card; Hannaford \$65, 2 cases of apples; BJ's 25, gift card; Cowabunga's \$300, passes; Market Basket \$50, water and snacks; Kmart \$100, helmets and bike.)

Dr. Shankle: There is an update to the consent agenda dated 6/9/14 from Chief Bartlett itemizing the donations received for the Bicycle Rodeo that was held on June 7.

T. Lizotte motioned to accept the consent agenda with the addendum sheet. Seconded by J. Levesque.

Vote unanimously in favor.

TOWN ADMINISTRATOR'S REPORT

- Bike rodeo with Hooksett PD was held on June 7
- Garden Club members are here to discuss patriotic ceremony
- UNH Technology Transfer Center does a lot of training with the Highway Department. They have a Roads Scholar Program and we received a letter from them congratulation Doug Urquhart on reaching level 3 of 4 in this program.
- International Association of Assessing Officers - Lee Ann Moynihan went to class on Income Approach to Valuation and passed.
- Town has been getting good publicity – Fire Department program with schools (Hands on CPR) got good press and received emails from other departments that were impressed.

PUBLIC INPUT: 15 Minutes

None

NOMINATIONS AND APPOINTMENTS

a. Steve Couture: Conservation Commission (reappointment)

D. Ross motioned to nominate Steve Couture to Conservation Commission.

b. Muamer Durkovic: Planning Board – alternate until 2016; ED Advisory (new)

D. Winterton motioned to nominate Muamer Durkovic to the Planning Board as an alternate until 2016.

D. Winterton motioned to nominate Muamer Durkovic to Economic Development Committee.

c. Ivan Gult: (ED) Advisory (new)

D. Winterton motioned to nominate Ivan Gult to Economic Development Committee.

d. Frank Kotowski: Planning Board (reappointment); ED Advisory (new)

J. Levesque motioned to nominate Frank Kotowski to the Planning Board.

D. Winterton motioned to nominate Frank Kotowski to Economic Development Committee.

e. Sean McDonald: Recycling Advisory (reappointment)

J. Levesque motioned to nominate Sean McDonald to the Recycling Committee.

f. Michael J. Simoneau: Zoning Board (reappointment)

J. Levesque motioned to nominate Michael J. Simoneau to Zoning Board.

g. JoCarol (Gau) Woodburn: Conservation Com from alternate to full

D. Ross motioned to nominate JoCarol (Gau) Woodburn to Conservation Commission from alternate to full member.

Dr. Shankle: We received a nomination form from Tom Walsh for the Planning Board.

D. Winterton motioned to nominate Tom Walsh to Planning Board.

J Sullivan: We have some open positions we are still accepting applications for: Conservation Commission alternate (1), Economic Development (1), Heritage Commission (2 full members; 2 alternates), Parks and Rec (2), Planning Board alternates (2), Recycling & Transfer (1); Southern NH Planning Commission (1), Town Hall Preservation Committee (4), ZBA (2 full members; 1 alternate). If interested, please contact Administration.

SCHEDULED APPOINTMENTS

a. Hooksett Garden Club

Doris Sorel (Immediate Past President), Betty Parnell (Co-Chair), Karrissaann Taylor (Current President), Tina Paquette (Co-chair)

D. Sorel: The first year of our joint venture with Parks and Rec, we were able to place 7 flower boxes on the Memorial Bridge. The second and third year of this joint venture was successful in achieving the goal of creating a true "bridge of flowers." Additionally we were able to have them on the bridge in time for the Memorial Day festivities each year. Earlier this year, as one of the co-chairs of the bridge of flowers committee, I was informed by the DPW director that the Parks & Rec department would no longer do any watering of any flowers that we would plant on the Memorial Bridge. I reported this to the executive board of the Hooksett garden club and also the general membership. With the decision of the town to no longer water any flowers placed on the bridge, it was obvious to the executive board and the general membership that this decision effectively would kill this joint venture beautification project. We were both surprised and saddened but had to face the reality that without regular watering any flowers placed there would die. We provide you with this information so that you may better understand why there are no flowers on the Memorial Bridge this year. We have also been informed that there will be no top dressing of new mulch at the point garden this year from the town. Last year Mrs. Paquette and I approached the Council and received your permission to do a new joint venture beautification project-the safety center complex sign on Route 3, Hooksett Road. The HGC was successful in planting perennial plants and with the assistance and cooperation of Parks and Rec, 6 juniper yews were planted around the base of the sign. We were informed that Parks & Rec would provide and apply top soil and grass seed around the base to complete the project. Last week, Mrs. Paquette planted additional perennial plants in the flower bed (box). She noted no top soil or grass seed had yet been applied to complete this project. We are pleased to provide you with this comprehensive report this evening. All of our other beautification projects around the town are alive and well. We are very pleased and proud that the town of Hooksett has chosen a photo of one of the HGC beautification projects that is on every page of the town web site. We are also proud and pleased to share with you that the HGC won a national award for small garden containers from the NH Federation of Garden Clubs Inc. and most importantly from the National Garden Club of America Association for small garden containers for the Memorial Bridge of flowers joint venture beautification project.

T. Paquette: We feel like the rug was pulled from under us when we were told we couldn't put the boxes up. We'd like the Council to revisit that. It's still not too late to put boxes up.

J. Sullivan: Maybe we can ask Dr. Shankle to look into that and provide additional information.

Dr. Shankle: This is the first I'm hearing of this.

D. Sorel: When I first heard about it, I was disappointed and needed time to figure out how to handle this.

J. Sullivan: Thank you for the update; it's nice to know what you have been up to.

T. Paquette: We understand there are new Councilors and we weren't sure they were aware of what the Hooksett Garden Club has done in the last 15 years.

Consensus to allow Dr. Shankle to look into this situation and work out a mutually beneficial solution.

J. Levesque: Can I ask Dr. Shankle to send an email to Garden Club members and Councilors when he has something to report?

Dr. Shankle: Who is my contact at the Hooksett Garden Club?

D. Sorel: You can contact me via email or Ms. Taylor as she is the new president.

R. Duhaime: I think if we can get Leo here at the next meeting to get this solved as soon as possible, as it's getting late in the season.

D. Sorel: We have quite an investment in boxes, flowers, and we don't want to lose that. We've had a lot of calls asking where the flowers are. I think this project merits continuation.

D. Winterton: I'd like to thank the Garden Club for coming in and making us aware of this. We were reminded at our last meeting that we should thank the volunteers in Hooksett and I miss the flowers on the bridge too.

T. Lizotte: There are major budget shortfalls due to plowing and we are working under a default, but I think we need to send a letter to all groups that the first point of contact should be the Town Administrator, not Parks and Rec or DPW. We need to make sure we contact the Administrator to orchestrate that. With the two default budgets, it's gotten worse and worse as there are minimal resources and time.

OLD BUSINESS

a. 14 – 033 Discussion of changes to Alarm Ordinance

J. Sullivan: I call the public hearing to order on changes to Residential and Business, Robbery and Panic Alarms Ordinance #00-27.

b. 14 – 034 Discussion of Pawn Shop Ordinance

J. Sullivan: I call the public hearing to order on changes to Pawn Shop Ordinance #2014-1. Seeing no comments, we will close the hearings after the second public input session.

NEW BUSINESS

a. 14 – 046 Scarpetti Edgewater Drive Proposal

Paul Scarpetti: We have been before the Planning Board, Conservation Commission. We took that input and I think we've refined it to the benefit to the town.

Jennifer McCourt, McCourt Engineering Associates: Joe Rickart has researched the right of way. The project is located at paved end of Edgewater Dr. and goes to town of Bow. There is a Class 6 right of way; the Scarpetti piece and the tax map shows lot 6 on the Edgewater side. The Scarpetti's also own lot 8 and 9. In the research, neither the town nor the surveyor could come up with a deed that dedicated this parcel to the town. Current public perception of this land – there is a gate and can be walked, but most walk along the gravel drive that is on Scarpetti property. Our proposal is to create a cul de sac at the end of the Class 5 road to town's standards and dedicate it to the town. In the center we would provide 8 parking spaces. We spoke to DPW director and he thought it was easier to plow since they are in the center. There is direct access to the shoreline. We are putting in 6 lots and a private road going all the way up and a path continuing up to the Bow town line. We are proposing a picnic area with tables; the public will be allowed to walk along here as they have previously, but now there will be a paved road

along the river. We are trying to improve access to public rights by the use of a maintained road. We have been to Conservation Commission and they did a walk; they've seen the area and we have also been to the Planning Board and no real concerns, that I am aware of, were raised.

Dr. Shankle: The bottom line is what you need to decide this evening – they are asking that the Class 6 road going through there be discontinued; deed any land between Class 6 road and river; in exchange the town would get an improved path and a small park. Are you willing to discontinue the Class 6 road and give them the land?

R. Duhaime: I'm familiar with this road. We are giving up riverfront property but have no riverfront access. I think we have mentioned that the town has no access to this water. Bow has a ramp so I know there could be some access. Without river access, there is no benefit to the town.

P. Scarpetti: The town has access to a boat launch on the other side of the river. We did the cul de sac with parking for the kayaks. We also talked about a dock on that side near the cul de sac.

Richard Uchida (Hinckley Allen): I understand the document is being reviewed by the town attorney. I think Dr. Shankle hit the nail on the head. The Class 6 road would go away to the extent there is any town land between the Class 6 road and river would be deeded over to the Scarpettis. There is no existing deed of that property. On the northern end, there is a small parcel deeded to the Scarpettis (lot 9). The driveway would contain access rights and also utility rights so if the town needed to extend utilities in that area, there is a reservation of utility access rights. This legitimizes access for the residents that do use the property now. There would not be hunting, alcohol, illegal drugs, etc. We would maintain the property, not the town. We have heard about access to the river and having access for the kayaks is something we thought the cul de sac design would accommodate.

Dr. Shankle: This property is going to end up as what?

P. Scarpetti: A detached condo association and this would be part of the bylaws of the condo association.

R. Uchida: The condo open space would be subject to the terms of the easement and could not be eliminated, modified or amended without approval of the town.

P. Scarpetti: We are enhancing the property; there is very little property owned by the town along that area. We just want to legitimize what people are already doing.

J. Sullivan: Currently what is the access to the river from the property that the town owns?

P. Scarpetti: There is no access. You can walk down to the river.

J. Sullivan: You can get a canoe down there.

P. Scarpetti: We would be willing to do something so they can pull up to it if they had a power boat. We can't build a launch without approval from the state.

J. McCourt: Normal water levels are 9'-15' below the bank. Part of putting a dock would be putting stairs as it's difficult to traverse. To put a launch there, after knowing the shoreline protection rules, it's not conducive to put a motorized launch there.

R. Duhaime: I asked you what the square footage is of the easement, if the road does continue and how much land are we giving you?

Joe Rickert: There are 2 tax lots that the town owns. We researched those lots back to the late 1700's and never found a deed to the town. There is a right of way road. If you take that premise, and we can't find a deed to the east side of Edgewater Dr., if there are no abutters then the party on the remaining side would own the land underneath it. That would put the ownership of all land on the Scarpettis. There is a 2-rod right of way encumbered as a public road. We laid out the proposed road and at the request of Dr. Shankle, we laid the out center line of the old Edgewater Dr. as we established it and the west edge of it.

80% or 90% is on the westerly half of the remaining Edgewater Dr. right of way. There is a premise the town owns tax lot 6 which we can't find the deed on. We are asking for a release of the public right of way and a quitclaim deed of lot 6; in return the town would get a dedicated right of way over the path and portage rights by the cul de sac. It's not easy to measure because you have erosion and too many other variables. Rather than try to reestablish this whole thing, to do this mutual agreement which eliminates the need to reinvent the wheel and move forward.

R. Duhaime: There is an easement through this property at the front of your property.

J. Rickert: On a normal road, the east side isn't eroding into the river. You have a 2-rod easement, but prior to 1948 you don't get a prescriptive easement. Any areas of erosion reduce the width of the town right of way. The town no longer has a 2-rod right of way.

R. Duhaime: Bow has given up this easement. If we are giving up a certain amount of easement (river access you don't have now), I don't want to go the whole length of the property. The only thing the town is interested in is the first lot on this design where the town can access. The rest of it is yours.

J. Sullivan: Looking at the proposal, if you remove the cul de sac, what exists now without the 6 lots? Who owns the first lot?

J. McCourt: The Scarpettis. Lot 6 we don't know who owns that. The Scarpettis own to the center of the right of way underneath the easement. What we are trying to do with the cul de sac and providing river access/dock/parking is what we were constructing.

J. Sullivan: The cul de sac is the only access to water?

J. McCourt: They could still walk down the steep slope. They don't have access on lot 1 and lots 2-6.

P. Scarpetti: The town has 3700' feet of frontage right now. We'd only be inhibiting 1000' so the town would still have access to 2700'.

N. Comai: There is the issue of the missing deed and lot of unknown owner. Can we get to the bottom of that before proceeding?

Dr. Shankle: We have looked into it; no one has paid taxes on it.

J. Rickert: We found no tax collector deed; we have not found that it was taken for non-payment of taxes. There is a right of way for road use and you say that allows the public to put a dock or boat in, that isn't considered normal road use.

P. Scarpetti: We've owned the land over 10 years and have maintained it. What's left of the town easement is overgrown and can't be used.

T. Lizotte: If we go down this road to have 6 taxable lots built, we get a better quality pathway in which you can only port a boat down the slope. It's basic access, but is it a fair trade? I'm leaning toward that. I'd like to see what kind of covenants are in there if the property gets sold before anything gets created. Next is timing of road – when will that be built? 6 taxable lots become waterfront lots and I understand it's a pathway to nowhere but I'm trying to look at this as taxable lots.

J. Sullivan: Do you have any comments on his thoughts on timing and any provisions on the sale of the property before it is completed?

T. Lizotte: What constitutes a path?

R. Uchida: We have these protections built into the document already.

J. Levesque: The area between the first lot and the group lot of 5, why is the road in the middle? Wouldn't it be better against the western part of the property? There would be more open space for the town to have for the picnic area.

J. McCourt: There are wetlands we have to avoid.

J. Levesque: Bicycles – what if the 5 houses get together to say they don't want that?

R. Uchida: It's a perpetual easement; they cannot change that without the town's approval.

J. Levesque: What constitutes a Class 6 road?

R. Uchida: The town has no obligation to maintain the road.

J. Levesque: Can the new road be a Class 6 road?

R. Uchida: That's possible. We thought you would want us to be obligated to maintain it.

J. Levesque: How wide is the road going to be?

P. Scarpetti: The road is 18' wide and paved. The town of Bow still has a right of way – R. H. White has encroached on it. Councilor Ross talked about the Heritage Trail up to Concord because they still have the Class 6 road.

J. McCourt: Regarding moving the road, we are in the shoreline protection and all that area is trees. We are cutting 3 or 4 trees where we proposed the road. I don't know if I could get a permit to move the road any further.

D. Winterton: Would the site plan have to go back to the Planning Board?

J. McCourt: Yes.

D. Winterton: We could approve this today and the Planning Board could make additional changes?

Dr. Shankle: You can't approve the land swap today because we have to go through a process.

D. Winterton: How is it currently taxed? Is it in current use?

P. Scarpetti: We are paying regular taxes on it.

D. Winterton: So there is no land to come out of current use to benefit the Conservation Commission but the 6 lots would have impact fees.

J. McCourt: Yes.

D. Winterton: How are we currently taxed?

P. Scarpetti: Broad land.

D. Ross: The Class 6 road – giving it up is in question whether we can. The ownership on lot 6 is a moot issue as no one has challenged the town on it. Have you talked to the Parks and Rec Committee? We are trading ownership of land for easements. I think there might be a better way to sweeten the deal. Lot 6 is going to make the other lots more valuable than they would be otherwise. I'm not ready to make a fully committed decision until we're certain we can.

J. McCourt: The Class 6 road is an easement and you would be gaining ownership of the cul de sac area and the parking.

J. Sullivan: Currently the Class 6 road we don't maintain; it would be transferred to you and you would maintain it and access would be improved.

D. Ross: They are asking us to discontinue the Class 6 road and we would get an easement.

Dr. Shankle: There are a lot of things to be unpacked for this to happen. There is limited use of property and a Class 6 road goes through there. Council needs to look at what is there now and what will be there after he takes it over and decide which would be in the best interest of the town, and we can move toward that.

T. Lizotte: I'd like the board to consider a straw poll as we sit now.

R. Duhaime: Mr. Scarpetti won't have trouble selling these lots adding access to the river. If we are giving up the road, why do we want an easement to access the picnic area at the back of his property? We are better off cutting our losses and swapping land – some improvements have to be done to put the subdivision in anyway. It has to benefit the citizens of Hooksett. Right now we have all the access to the river. Maintenance of condo docs, attorneys, I thought we would do an even swap. Why are we keeping this right of way to a picnic table on the other end?

P. Scarpetti: If you walk the land, it's very beautiful. You'd lose over 3000' of walking area. If we figure the amount of land, there is over 11 acres and we are taking out 6 acres. We are giving the town much more land than the little strip along the river.

R. Duhaime: We are running into issues with the Pinnacle. I don't see the benefit.

J. Levesque: If we give up the right of way in front of lot 1 and in front of the 5 lots and we still hold ownership where there are no houses and trade for the right of way up to the Bow line.

Dr. Shankle: I understand what Councilor Duhaime is saying and I think the Conservation Commission is interested in keeping some walking path through there. Discontinuing the Class 6 road, I think getting rid of it and not having access would be more difficult. I think that would complicate things.

J. Sullivan: We need to give them direction on whether we are inclined to give pursue an agreement with their proposal or not. That goes back to your straw poll.

J. Rickert: There is talk of giving up a right of way; giving up is not the proper term. You are releasing public rights of the roadway. It's a Class 6 road because it hasn't been used in X years. If you flip the scenario and take municipality out of it and the tax record says John Smith owns it with no deed and no evidence of occupation, the process would be the applicant would do some adverse use/adverse possession action but you can't do that with a municipality per statute. There is not a lot of land there; if I had to put a number on it I'd say 10,000-15,000 sq ft.

Dr. Shankle: The biggest issue is whether you are willing to discontinue the Class 6 road. If so, we can work out details. If not, then I don't know there is any place else they can go with it.

D. Ross: They have been before Conservation and I see it as an improvement in both revenue for the town as well as the area itself. The discontinuance of a Class 6 road is something I want to make sure we can do. I think there needs to be a contingency to protect us. The question of swapping ownership for easement, I think it needs to be more advantageous to the town.

D. Winterton motioned to continue to proceed and have Town Administrator direct the town attorney to confirm if the town can legally discontinue a Class 6 road. Seconded by T. Lizotte.

D. Winterton: They will become very valuable lots and generate a lot of tax revenue for the town. And we will maintain 2700' of riverfront. The town has just acquired substantial portions of riverfront through the Conservation Commission. We will have significant high end housing which is attractive to the town. I'd like to see this continue.

J. Levesque: I still think we should maintain ownership of the Class 6 road that is not in front of the houses. Give them a section of riverfront in front of lot 1 and the other group of lots.

J. Sullivan: We want to make sure what we have stays perpetually.

T. Lizotte: If we discontinue the road, we split the difference. Discontinuing just increases the amount of space we don't have toward the river. Next piece would be conveying in a quitclaim deed that parcel after the fact.

Dr. Shankle: Us not having a deed on that property, any court would turn it over to them. If we want to hold on to that, we'd ask them to quitclaim the land to us. If we start with the discontinuation of the road, there are other things you might want and you want them to come back with another proposal. I will find out and make sure to clarify the aspect of discontinuing the Class 6 road and then we'll know how to go forward.

R. Duhaime: You can talk about statutes, RSA's, easements, roads...we are here for the interest in the town of Hooksett. This easement has value. What do you want? There is some benefit – I want him to develop this property, but you won't get another chance on this. Once the Heritage Trail goes in, people won't visit this side to see a picnic area and dead end.

D. Winterton amended the prior motion to include asking the Town Administrator to see if the town can discontinue portions of the Class 6 road. Amended motion seconded by T. Lizotte.

R. Uchida: You can do that legally, but would that be desirable to you?

R. Duhaime: Is it desirable? Good question. He doesn't have to put a town road in but this isn't about whether we give up the road, but what are we getting? What does the town of Hooksett want?

J. Sullivan: What happens if the road doesn't meet the standards of the Fire Department?

P. Scarpetti: We are trying to keep a residential feel. Do you want a main road going down there? The whole thing would change. I'm trying to do this to help the town.

J. Sullivan: This isn't a final vote, just to see what we can do legally.

***Vote unanimously in favor of the amended motion.
Vote unanimously in favor of the original motion.***

Dr. Shankle: I will turn this over to the attorney to make sure we are moving on this. Council has given some input to the petitioners. Do you want them to bring back a different proposal?

T. Lizotte: I think any time we facilitate a development there is a benefit to taxpayers and town. It looks like we need to have Dr. Shankle give us the square footage from riverfront up (+/- 10%) to give us frame of reference of a tangible benefit. I would say Mr. and Mrs. Scarpetti mull that over and present us another avenue. I'm leaning toward this proposal myself, but Mr. Duhaime makes a compelling argument.

D. Winterton: Can I ask the applicant for a visual of what stairs and a dock might look like? That could be helpful.

J. Sullivan: We have a Class 6 road that is not maintained. I'd like a road that is easier to access. I think this is an improvement over what exists and allows the town to maintain access without having to maintain it.

N. Comai: There are so many moving parts and in order to make an informed decision I need to wrap my arms around it.

R. Uchida: Dr. Shankle suggested we may want to come back with a different proposal. We are happy to provide the visual on the stairs and dock and we can formally make that part of our proposal. I didn't hear anything else we ought to be thinking about.

R. Duhaime: The picnic area, moving the road, eliminating lot 1. You can add the 6th lot at the back of the property. I had a different vision.

T. Lizotte: I think you made a compelling argument about giving us more on the front end if it's workable and should be considered by the applicant.

J. Sullivan: Why is the cul de sac in that location?

J. McCourt: The number of lots is according to town zoning ordinances for the density. The northern area is treed right now. We were trying to provide a buffer for those people. I think if you base it on the square footage of lot 6, it will be a lot smaller than what lot 1 is.

P. Scarpetti: We can move them up to be all together.

T. Lizotte: My impression is we are not maintaining anything, it's all maintained by the condo covenants. On the premise of your idea, we would then create a situation where we would have to maintain it. It would be a town park we would have to maintain and there would be a cost associated with that.

D. Ross: In the same vain, trading possession for an easement would be a plus for the town. The town needs to have access all the way across. My suggestion is to present something that would allow us to defend our actions. What we are saying is based on what we are seeing here.

N. Comai: On page 2 of the agreement, "quitclaim covenants" has been stricken out. On p. 14, there is a quitclaim deed (exhibit C).

R. Uchida: there are 2 parts - the first is the conveyancing of the town strip (exhibit C, page 14) – it calls for a quitclaim deed, not warranty deed. Part B of 2, says Scarpettis give an easement deed with warranty covenants (exhibit B, page 10). 2a is quitclaim deed and 2b is warranty deed. We made that change at the request of the Planning Board.

N. Comai: The conceptual development (exhibit D) is empty. I think that would help the Council.

Dr. Shankle: The first thing is the square footage and is there some reason that some part of this along the frontage can't stay with the ownership of the town? If it matters to you, just explain why it matters.

b. 14 – 047 Police Chief to discuss purchasing cruisers with funds from this year's budget
Chief Bartlett: I'm looking to use funds I anticipate will be leftover in this fiscal budget to purchase 2 new cruisers to get the replacement/repair process going based on the PSSG audit. I'm looking to replace (2) 2008 Crown Victorias. One has 94,000+ miles and the other has 97,000+ miles and they are struggling. I'm requesting I be allowed to expend funds in the current budget to purchase 2 Ford Explorer suv's and the equipment. Computers will come out of the current vehicles. We will put these in the emergency fleet and retire the 2 Crown Victorias.

R. Duhaime motioned to approve the purchase of two new police vehicles in the amount of \$73,001.98 from encumbrances. Seconded by J. Levesque.

T. Lizotte: Tax payers just approved a budget that had 2 vehicles in it. My inclination is not to vote for encumbrances in regards to this. We purchased a cruiser out of the budget last year. Can you deal with just 1 vehicle? And as it is PSSG's recommendation, I'm a little less inclined to vote for it. I'd say I'd be willing to vote for 1 vehicle based on the cars you have. Are you in dire need, or can you do with 1 instead of 2?

Chief: I'll take what I can get. I'm looking at replacing tired vehicles in anticipation of repairs. I want to get newer cars into the fleet quicker so the older cars can be repurposed to non-emergency vehicles. I won't be able to repurpose these 2008's much longer.

T. Lizotte: In regards to the balance left in the budget, you are looking to encumber \$237,000 out of the \$300,000?

C. Soucie: After encumbering the \$237,000 we are still estimating a balance of \$300,000 so around \$537,000.

T. Lizotte: We have paid reduced taxes minimally over the last 3 years. There are 2 in the budget that passed. If we needed 4, we should have requested 4. I will not vote for 2 but you'd have my vote for 1.

N. Comai: Have you contemplated replacing a Crown Vic with a Crown Vic? Why are we replacing with SUV's?

Chief: They don't make Crown Victoria styles anymore, as of 2011. With that, they introduced the Ford Explorer Interceptor 4-door sedan and the Ford Explorer police utility package. All the equipment the Crown Victorias have in them are not in line with any of the newer vehicles – none of it fits in the newer cars. The light systems on the Crown Vics are the old strobe style lights that have multiple power packs. Newer lights have programmable LED's. It will be \$830 to replace power packs.

N. Comai: I understand that this is to begin the replace and repurpose program. Will the Crown Vics be repurposed?

Chief: We would send these vehicles to the DPW and the mechanic would utilize any parts he can to repair any Crown Vics the town has. My plan would be once an emergency vehicle gets to a point in mileage and usage and a new vehicle can be purchased, we would take some equipment off the vehicle and repurpose it to a non-emergency administrative vehicle within the police department.

D. Winterton: If we approve this and you get 2 new ones in the budget and you got one last year, you would have 5 in 13 months. What would the usage be then?

Chief: We have 2 Interceptor sedans, one is 2012 and the other is 2013. Those are running at 22,000 and 39,000 miles. When those 3 vehicles reach 60,000 or 70,000 they will be repurposed to the detective side. The new vehicles will be put into emergency response. Detectives put maybe 4500 miles a year on these vehicles. When they get to 75,000 or 80,000 miles then we send to the highway department. Always having fresh new vehicles for emergency response is my vision.

D. Ross: Based on this pattern of replacement per year, how many would you need to purchase per year to keep this flow going based on the current usage?

Chief: We run 7 black and whites and 7 detective cars. I'm looking to reduce by 1 or 2 to get to 13 cars. I anticipate some being repurposed at Town Hall or Highway Dept. If we do 2 per year we can do that.

D. Ross: Why do we need more than 2 this year?

Chief: I'd buy 2 this year and 2 next fiscal year. I currently have none in the budget.

T. Lizotte amended the original motion to encumber \$28,064.25 for one vehicle. Seconded by R. Duhaime.

T. Lizotte: We have 2 in the budget passed by the voters, but I think one is a good compromise.

R. Duhaime: I would still rather see it go through CIP instead of encumbrances.

Chief: I went to the CIP looking for 2 vehicles but they put it in the budget. There were no vehicles in the prior year budget, but we bought one.

Vote 5-2 in favor of amendment.

Roll Call

N. Comai – Yes
R. Duhaime – Yes
D. Winterton – Yes
D. Ross – Yes
J. Levesque – No
T. Lizotte – Yes
J. Sullivan – Yes

Vote 6-2 in favor of amended motion.

c. 14 – 048 Finance Director re end of year issues including encumbrances

Dr. Shankle: We are not looking for a vote tonight, but at the next meeting.

C. Soucie: Items 1, 2, 3 are current town contracts. As we move through June things will happen. Brox said they can do all the paving in June so no encumbering. Community Development software paid a 50% deposit in June so that will be reduced. Encumbrance takes money from this budget year and moves it into the next budget year to pay for the remaining contract.

J. Sullivan: We will have an updated list of numbers at our June 25 meeting.

Dr. Shankle: We wanted to show you because there was some concern last time. There will be transfers later. We tried to keep the number of encumbrances down.

T. Lizotte: HR software and Community Development software purchases are more to increase efficiencies within departments and that directly creates less need for more personnel. This type of thing is a good investment in terms of shielding us from lawsuits.

C. Soucie: There was limited software in Community Development and no software in HR so both will be increasing efficiencies greatly.

d. 14 – 049 Project Coordinator to discuss to give Performance Management Overview

K. Rosengren: I've been working on this since last fall. We finished FY 2012-2013 ICMA survey. Reporting was conducted for 16 areas and tied in results from the National Citizen survey. These measures are not statistically valid but more for guidance. The difference between the 2 data sets is Fiscal Year differences between towns. I've been working with Community Development and Public Works departments. Community Development already tracks the length of time for a project to be approved. Public Works tracking of the number of hours per project would be valuable moving forward. An objective for Community Development would be improving education and transparency and the appearance of Hooksett as a result of feedback from the Code Enforcement section of the national survey. Public Works objectives – improving quality and quantity of Parks and Rec programming; again that was a result of the CPM 101 feedback and the national citizen survey. We are identifying where efficiencies can be made such as Community Development software and merging filing systems. Public Works talked about utilizing time clocks to aid in recording of number of hours per project and better reporting of materials tracking. Where will funds come from to support these objectives? In future budget processes, we will be accounting for these objectives. Moving forward, results will be reviewed with departments and a performance management process should be conducted with staff which identifies additional measures; continue to measure performance and align with metrics; and make future adjustments in the management process.

R. Duhaime: We mentioned that with Councilor Jennings at the last meeting. I'm looking forward to seeing those recommendations. Do you have a timeline or any pattern you will follow?

K. Rosengren: That depends on the committee. I imagine the flow would be department by department.

R. Duhaime: You'll be able to see trends year over year.

K. Rosengren: Many municipalities produce a trending graph and their goal is to see where they measure up and we look forward to getting to that level.

Dr. Shankle: We knew we needed new software as we saw what information we didn't have. Once the software is in place we'll be able to speed up the process. We hope the subcommittee will make sure we gather the necessary info needed during the budget process.

T. Lizotte: Great work Katie. Regarding the charge to follow the lead of the department – Katie has gotten further than we thought we were at. I don't think we want to disrupt the flow of what Katie has been doing. The subcommittee should be observational and take the lead from Administration and designated staff.

e. 14 – 050 Charge for Council departmental oversight subcommittee

T. Lizotte: I think everything is in line but I'd add under membership that the Town Administrator or designee(s) as needed.

J. Sullivan motioned to approve the subcommittee (3 Council members and one alternate) charge and amend Membership Section to say "Town Administrator or designee(s)" under membership section. Seconded by T. Lizotte.

D. Winterton: I think we had 3 Council members and an alternate.

D. Ross: Is there any conflict where it says department heads will be welcomed participants? I'd like clarity on the roles of the subcommittee so we aren't interfering with any managerial aspects of the Administrator's job.

Dr. Shankle: The one change I asked Councilor Jennings to make is under purpose. It originally said "departments" where it says "policies." I think if you stay focused on policies, you'll be OK.

D. Ross: When you have Councilors and department heads that could be a misconception. We don't want to interfere with the Town Administrator.

Dr. Shankle: I think it's important for the committee if we are going to work with the data we have they can sit with the people who know the department policies. There will be more clear-cut efficiencies, as long as everyone understands their roles.

N. Comai: My guess is the subcommittee could be charged with one project at a time approved by Council and Town Administrator and have a list of objectives and goals; everyone would be more comfortable with that.

Vote unanimously in favor.

J. Sullivan motioned to extend the meeting from 9:30 pm to 9:45 pm. Seconded by R. Duhaime. Vote 6-1 in favor.

R. Duhaime: I want to understand the policies. I don't want to get into the nitty gritty. I'll be more educated on how they do things. We are looking at efficiencies to save money for tax payers.

T. Lizotte: The charter deals with directives but I can ask any department a question. The charge stipulates bringing it to the board.

f. 14 – 051 Discussion of ambulance collection policy and billing rates

Deputy Chief Hoisington and Asst. Chief Jore

Asst. Chief Jore: We have increased Medicaid/Medicare rates and addressed the uncollected funds. The 2014 rates bring us more in line with surrounding communities.

T. Lizotte: On page 5, "will" is a strong word. Can we change it to "may consider?"

T. Lizotte motioned to change page 5 to read "When all collection procedures are exhausted, The Hooksett Town Council may consider writing off any uncollected debt." Seconded by J. Sullivan. Vote unanimously in favor.

R. Duhaime: The payment plan you had drawn up, was that added?

Deputy Chief Hoisington: That has always been the policy in the hardship paperwork.

D. Winterton: Do we have to vote to change this and do we have to vote every year?

J. Sullivan: The wording says it will adjust annually so by voting it in this year, I'd say it would not require a vote.

D. Winterton: What if Medicare fees go down but private pay doesn't follow? Is Medicare plus the only way people set rates?

Asst. Chief Jore: Yes, that seems to be typical. They choose the percentage. Medicare fees get adjusted and that was the reason for the wording so it would stay in line with current Medicare costs.

D. Winterton: Dr. Shankle mentioned we may want a public hearing. Can you talk to that?

Dr. Shankle: I don't think there is a requirement but at the very least I'd wait until the next meeting for a vote.

J. Levesque: If my house burns down, I don't get a bill. If I have a medical emergency and you show up do you accept what the insurance pays or do you bill extra? If you are a resident and you are out of town you are on your own?

Dr. Shankle: The intent is to get what we can from the insurance company and let the residents off the hook for the rest.

D. Ross: Public hearing is a great idea. I don't see a problem with these rates.

D. Winterton: On the yellow flow chart, if the patient refuses treatment or does not require services, no bill is issued. If you go there and provide some service and the patient refuses, does he get a bill?

Deputy Chief Hoisington: Only if there is a transport. If there is no transport, there is no bill.

J. Sullivan: If you defibrillate and they deny transport, there is no charge?

Deputy Chief Hoisington: Correct.

D. Winterton: If you provide a service, they don't get billed unless they get a ride? Is that a law?

Deputy Chief Hoisington: It's insurance.

D. Ross motioned to extend the meeting for 10 minutes. Seconded by T. Lizotte. Vote unanimously in favor.

D. Ross motioned to move to public hearing with amended wording. Seconded by J. Levesque. Vote unanimously in favor.

g. 14 – 052 Discussion of District Court Lease

Dr. Shankle: They are looking for a 4-year lease with minimal increases; I talked to Leo and we do well on this.

R. Duhaime motioned to authorize the Town Administrator to sign the lease as proposed by the state. Seconded by T. Lizotte.

D. Winterton: On page 16, exhibit B, it says we assume janitorial services such as daily vacuuming, mopping, cleaning, etc.

Dr. Shankle: Yes, we do that.

D. Ross: In section 8.9, my concern would be there may need to be significant repair to the fire alarm system.

Dr. Shankle: If you want to hold off, I can find out for the next meeting.

D. Ross: We are responsible for maintenance costs and it could be significant.

T. Lizotte motioned to table the motion to 6/25/14 meeting. Seconded by J. Sullivan.

Vote unanimously in favor.

SUB-COMMITTEE REPORTS

R. Duhaime: SNHPC: Discussion on energy – estimates the New England Grid needs the power of 3 Northern Passes and 2 gas pipe lines to replace retiring power plants; plan by SNHPC got plan of the year for model for equipment-sharing program.

J. Sullivan: Heritage Commission is hosting Family Feud tomorrow at 5:30 pm; games begin at 6:30.

D. Winterton: Planning Board meeting was canceled. Nothing to report for Economic Development or Hooksett Youth Achiever.

D. Ross: Conservation Commission did not meet due to error in posting. We lost our recording secretary – Jodi Pinard no longer has time for the duties.

J. Levesque: Board of Assessors met and a lot of adjustments were made as properties are getting older and values are going down. ZBA met and there was only one continuation of an applicant – rents a building from John Kelly and wants to get a variance to do inspections/repairs. They are not supposed to do any repairs involving any fluids. They reached out to the Town Administrator for advice and one of the abutters showed up and brought up the applicant was a renter and only the owner can apply for a variance. They voided the variance request. He may come back with the owner or a Power of Attorney letter but right now the issue is dead. It's a groundwater protection area so they should not be doing repairs. The garage next door does repairs but is grandfathered in eventually and the Performance Zone will take over.

J. Sullivan: Who gives the license to do inspection? State?

J. Levesque: He went to the state to get the permit and was told he had to be approved by the town first.

***D. Ross motioned to extend the meeting from 10:00 pm to 10:10 pm. Seconded by T. Lizotte.
Vote unanimously in favor.***

R. Duhaime: I was on the Planning Board when that got approved and he knew there was no outside storage vehicles approved on that site. We put all these conditions on the plan so it wouldn't be a used car lot.

J. Sullivan: Dr. Shankle is making a note to have the code enforcement officer look into that issue.

T. Lizotte: Saturday is championship day for Hooksett Little League; has there been any discussion on the traffic issue?

Chief Bartlett: it doesn't appear that there is going to be a procession or large gathering for Mrs. Robie. I don't anticipate any traffic problem but I'll confirm tomorrow.

R. Duhaime: I got permission from Cigna to use that as overflow parking. The church members are parking at Holy Rosary but I don't know if anyone let HYAA know not to park there. I don't know if we can do anything to help the coordination.

Chief: There aren't going to be lines of cars, I don't think.

R. Duhaime: As they leave the cemetery, they will pull into Veterans Drive all at once.

Dr. Shankle: They are coming in from both ends. We'll make sure it's taken care of.

J. Sullivan: For the Veterans Park dedication, we got approval to park on the lawn, so that might be an option for additional parking.

PUBLIC INPUT

None

J. Sullivan: On behalf of Council I'd like to close the public hearing on the alarm ordinance and also close the public hearing on the pawn shop ordinance.

NON-PUBLIC SESSION

NH RSA 91-A:3 II (a) The dismissal, promotion, or compensation of any public employee or the disciplining of such employee, or the investigation of any charges against him or her,

NH RSA 91-A:3 II (c) Matters which, if discussed in public, would likely affect adversely the reputation of any person, other than a member of the public body itself.

J. Sullivan motioned to enter non-public session at 10:10 pm. Seconded by T. Lizotte.

Roll Call

T. Lizotte – Yes

R. Duhaime – Yes

D. Winterton – Yes

D. Ross – Yes

J. Levesque - Yes

J. Sullivan – Yes

Vote unanimously in favor.

D. Winterton motioned to seal the non-public minutes of 6/11/14. Seconded by T. Lizotte.

Vote unanimously in favor.

D. Ross motioned to exit non-public at 10:26 pm. Seconded by R. Duhaime.

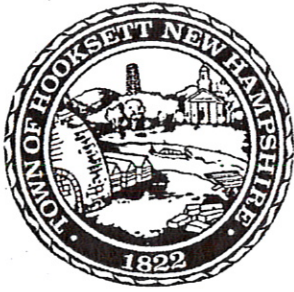
Vote unanimously in favor.

D. Ross motioned to adjourn at 10:26 pm. Seconded by R. Duhaime.

Vote unanimously in favor.

Respectfully Submitted,

Tiffany Verney



Notarized?
AGENDA NO. Appointed
DATE: 6/25/14

Town of Hooksett

APPLICATION FOR APPOINTED TOWN BOARD POSITION

Date Submitted: 6/11/14
Name: Robert H. Worrell Phone: 623 3098 ^{or} 3217998
Address: 1465 Hooksett Rd Unit 412
Email Address: forwor@ yahoo . com
Signature: RHWorrell

Return completed form to: Town of Hooksett, 35 Main Street, Hooksett NH 03106,
Attn: Administration Department or email to 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
- Recycling & Transfer Advisory Committee
- Town Hall Preservation Committee
- Zoning Board of Adjustment
- Other (Please specify)

How long have you been a resident of Hooksett?

Why are you seeking this position?

Avid recycler

Do you have any specific goals or objectives?

Want to see more recycled

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

Avid recycler

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

No

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:

Presently on recycling committee

Kathryn Rosengren

From: Chris Pearson <CPearson@paragonelect.com>
Sent: Wednesday, June 04, 2014 8:44 PM
To: Kathryn Rosengren
Subject: RE: Zoning Board Reappointment

Hi Kathy,

Thanks so much for the note. It was a great reminder that I also have to get my reappointment. Which if they'll have me I will. I can get there next week for my swearing in.

I definitely endorse Mike and I've spoke with Donald and he will also seek reappointment.

Michael is a huge asset to the zoning board and is brings a lot to our group. Please pass along my strongest recommendation to the board.

Donald is also a major asset with a great construction background. Something that is very much needed on the board.

For my stand point I hope that I've served the board well and bring a good sense of organization, leadership and commitment as chair.

Best regards,

Chris

From: Kathryn Rosengren [<mailto:KRosengren@hooksett.org>]
Sent: Wednesday, June 04, 2014 2:57 PM
To: Chris Pearson
Subject: Zoning Board Reappointment

Hello Chris,

I just wanted to give you a heads up that a Zoning Board member will be seeking nomination for reappointment at the June 11th Council meeting, and give you the opportunity as Chair to provide a recommendation or feedback if you'd like. Michael Simoneau is seeking reappointment as an alternate member. If you would like to provide a recommendation but need more time, the appointments wouldn't be until the 25th agenda so waiting until then would be fine.

Also, I haven't heard if you or Don Pare will be seeking reappointment. Do you have any news on that front?

Thank you and let me know if you have any questions,

-Katie

Katie Rosengren
Project Coordinator

Kathryn Rosengren

From: stevedeb4@comcast.net
Sent: Wednesday, June 04, 2014 3:59 PM
To: Kathryn Rosengren
Subject: RE: Couture for ConsCom

Hi Katie,

I strongly support appointing JoCarol as a full member of the Conservation Commission. She is dedicated, brings an excellent skill set and is a team player. We are lucky to have her.

Steve

----- Original Message -----

From: Kathryn Rosengren
To: stevedeb4@comcast.net
Sent: Wed, 04 Jun 2014 16:28:09 -0000 (UTC)
Subject: RE: Couture for ConsCom

Hi Steve,

Public Hearing
Scheduled

AGENDA NO. 5
DATE: 6/25/14



Town Of Hooksett N.H.

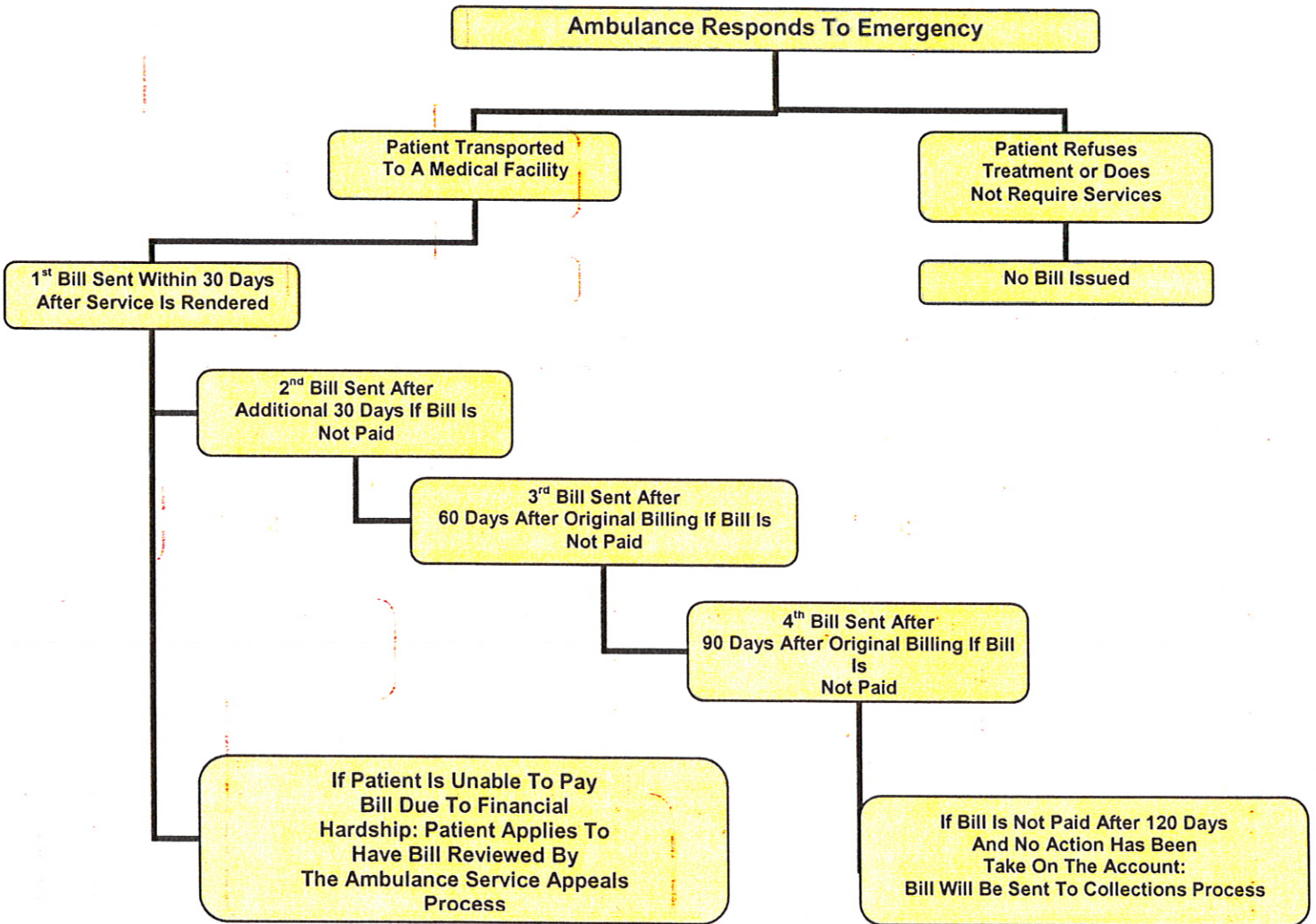
AMBULANCE SERVICE COLLECTION POLICY / AMBULANCE BILLING RATES

1. The Town of Hooksett / Hooksett Fire-Rescue Department intends to charge for all transported users or responsible parties that receive emergency ambulance services. The ambulance billing rates have been established to represent current Medicare Fees + 30% which will adjust annually with the current Medicare fees schedule. The 2014 recognized rates are as follows:

BLS Emergency Base Rate:	\$472.11
ALS 1 Emergency Base Rate:	\$560.64
ALS 2 Emergency Base Rate:	\$811.45
Mileage:	\$13.88
Airways:	\$114.00
Cardiac Monitor:	\$224.00
Defibrillation:	\$155.00
Disposable / Infectious:	\$117.00
IV Therapy:	\$172.00
Oxygen:	\$71.50
Paramedic Intercepts:	\$516.38

2. The Town of Hooksett Town Council and Hooksett Fire-Rescue will address patient concerns related to patient payment of ambulance service billable fees.
 - a. An Ambulance Service Appeals Review (aka Hardship Review) shall be maintained for those patients who feel the fee for the ambulance service causes an undue financial hardship. The review process will consist of a representative from the Fire department and the Town Administrator. Recommendations from this review shall be forwarded to the Town Council for final approval.
 - b. Any patient transported by the department who believes that the fees cause an undue hardship shall be informed by the Town's Ambulance Billing Agency that the Ambulance Service Appeals Review exists and that they may make application for consideration for a waiver of the fees or a payment plan for the fees. The patient shall have one hundred and twenty (120) calendar days to make application to the Town from the date of service, excluding any hospitalization days.
 - c. The Ambulance Service Appeals Review group shall meet at mutually agreed times and dates as necessary to discuss these hardships. A majority vote of the group shall decide all cases. If the patient is absolved of any or all parts of the obligation to pay the fee, Hooksett shall consider the outstanding debt as a loss. If the group and the town council rule that the patient should pay the fees, the Town of Hooksett shall be permitted to collect all fees by all means allowed by law.

PATIENT BILLING / COLLECTION PROCESS:



WRITE OFF CRITERIA / POLICY

Ambulance service hardship applications (see Attachment A) can be requested by any patient that has been transported by the Hooksett Fire-Rescue Department and feels he/she cannot financially cover the costs for ambulance services rendered. The Town of Hooksett / Hooksett Fire-Rescue Department shall establish Hardship criteria annually based upon the nationally recognized poverty income levels (based on family size). The person(s) requesting the Town of Hooksett to cancel any ambulance charges must show proof of income (i.e. financial statements, copy of latest tax return, payroll stubs) or special circumstances making it impossible to pay for any charges. Currently, the Town of Hooksett / Hooksett Fire-Rescue Department utilizes the following income criteria to determine eligibility to cancel any or all ambulance charges:

Family Size	Annual Income
1	\$ 10,830.00
2	\$ 14,570.00
3	\$ 18,310.00
4	\$ 22,050.00
5	\$ 25,790.00
6	\$ 29,530.00
7	\$ 33,270.00
8	\$ 37,010.00
Each additional person	Add \$ 3,740.00

The Town of Hooksett / Hooksett Fire-Rescue Department may exercise its right to reduce the ambulance charges based on the information submitted through the Hardship process or establish a monthly payment plan (see Attachment B) to resolve any charges due the Town of Hooksett by the patient(s).

The Town of Hooksett / Hooksett Fire-Rescue Department may also negotiate with payors a settlement charge to resolve any or all debts owed the Town of Hooksett / Hooksett Fire-Rescue Department due from ambulance charges.

When all collection procedures are exhausted, The Hooksett Town Council may write off any uncollected debt.

The Hooksett Fire Chief shall forward all write off / settlement recommendations to the Town Council for final approval. The Hooksett Town Council reserves the right to reduce or write-off ambulances charges as deemed appropriate by the Hooksett Town Council.

COLLECTION PROCESS:

The Town of Hooksett will send all delinquent patient accounts that have not been paid in full 120 days from the time of service to a contracted collection agency, unless they have applied for a financial hardship write-off. Once application has been made, the write-off policy will apply. All other accounts will be sent to the contracted agency for processing.

Collection Agency actions may include the following:

- Telephone and written notification to the patient (or responsible party) of the collection activity on the account.
- Reporting to the Credit Bureau (Equifax and Trans Union), after written 2nd written notification and a 35-day opportunity to pay the account.
- If all efforts fail to collect on any delinquent accounts, a decision will be made whether further action is necessary (i.e. legal action, additional written action) through dialogue between the collection agency and the Town.

**APPLICATION FOR AMBULANCE SERVICE FINANCIAL HARDSHIP
(ATTACHMENT A)**

I, _____ am requesting assistance with the ambulance service bill for (patient's name) _____, date of service _____, run number _____ for the amount of \$ _____. I am requesting: (please check one)

- Write-off of the entire amount.
- To pay the bill using a monthly payment plan. (Complete the next page only)

If requesting write-off of the ambulance bill, please complete the form below and mail to the above address within 30 days:

I understand that this application is made so that the fire department ambulance service can determine my eligibility for uncompensated services based on the established criteria on file at the fire department. If any information I have given proves to be untrue, I understand that the Fire Department and the Town of Hooksett may re-evaluate my financial status and take whatever action is deemed to be appropriate to recoup the ambulances charges owed.

I certify that the current information given is true and accurate to the best of my knowledge. I further attest that payment would create a hardship for me and I request a waiver of the ambulance service fee. Further, I will make application for any assistance (Medicare, Medical Assistance, Etc.) which may be available for payment of my ambulance service charges and I will assign or pay to the Fire Department the amount recovered toward the ambulance service charges.

Name: _____ Phone #: _____

Address: _____

Patient's Name: _____ Relationship to you: _____

Your household size: _____ Total annual household income: \$ _____

Employment: List current employer (or retirement information)

Insurance: List all medical insurance coverage

Insurance Company: _____ Policy Holder: _____

Policy Number: _____ Group Number: _____

Reason for request: Financial Hardship Other (Explain):

*** Attach copies of past 2 pay stubs or show proof of income along with proof of you basic monthly expenses (utility bills, rent, or routine medications) you would like to consider to determine eligibility.

(Signature of Applicant)

(Date)

**EXTENDED PAYMENT PLAN FORM
(ATTACHMENT B)**

Use this form to agree to an extended payment program arrangement with the Town of Hooksett in order to pay your ambulance bill(s). Please complete every field on this form, sign it and mail the form to the address above within 30 days.

Run Number From Bill	Patient Social Security Number		
Patient's First Name	M.I.	Last Name	
Patient's Address	City/Town	State	ZIP
() _____ Home Phone	() _____ Work Phone	_____ email address	

I authorize the Town of Hooksett ambulance-billing agency to bill me once a month as indicated below. The Town of Hooksett will not charge you interest on this payment plan.

- Check this box to pay \$50 per month until your bill is paid in full.
- Check this box to pay \$25 per month until your bill is paid in full.
- Check this box to pay \$10 per month until your bill is paid in full.

Or, you can check the box below and indicate how much you desire to pay per month (Minimum \$10.00 per month).

- How much will you pay per month? Enter the amount here: \$ _____

Your signature below affirms that you need an extended payment arrangement and authorizes the Town of Hooksett and its ambulance-billing agency to bill you once per month for the amount indicated above until your bill is paid in full.

(Signature)	(Date)
-------------	--------

AUTHORIZING SIGNATURES:

The Ambulance Service Collection Policy shall be in effect as of the following date and supersede any / all previous established ambulance fee collection policy:

Date: _____

HOKSETT TOWN COUNCIL

James Sullivan, Chairman

AGENDA NO. 14-033

DATE: 6/11/14
25

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

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

SECTION 1: Purpose.

PURPOSE

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

A.—

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

SECTION 2: Definitions.

DEFINITIONS

IN THIS ORDINANCE:

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

ALARM BUSINESS

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

ALARM SYSTEM

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

ALARM USERS

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

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

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

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

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

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

AUTOMATIC DIALING DEVICE

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

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

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

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

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

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

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

BURGLARY ALARM SYSTEM

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

CENTRAL ALARM COMPANY

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

FALSE ALARMS

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

HOOKSETT POLICE DISPATCH

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

INTERCONNECT

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

MEDICAL ALARM SYSTEM

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

PERMIT HOLDER

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

POLICE CHIEF

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

PRIMARY TRUNK LINE

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

ROBBERY ALARM SYSTEM

An alarm system signaling a robbery or attempted robbery.

SOUND EMISSION CUTOFF FEATURE

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

SYSTEM RECOVER OPERATIVE

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

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

SECTION 3: Permit required.

~~PERMIT REQUIRED; APPLICATION; FEE; TRANSFERABILITY;
FALSE STATEMENTS~~

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

~~B. A yearly permit fee, established by the Town Council, shall be \$25.00 per permit. A permit fee of \$25.00, established by the Town Council, shall be charged for an initial alarm permit registration ~~only~~. The \$25.00 fee will not be charged for the yearly alarm permit renewals.~~

~~C. An application form signed and approved by the Chief will serve as a permit.~~

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

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

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

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

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

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

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

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

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

~~SECTION 3.1~~

~~ALARM SYSTEMS IN APARTMENT COMPLEXES~~

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

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

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

~~SECTION 4 Permit Duration and Renewal.~~

~~PERMIT DURATION AND RENEWAL~~

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

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

~~PROPER ALARM SYSTEMS OPERATION AND MAINTENANCE~~

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

- ~~1. maintain the premises and the alarm system in a manner that will minimize or eliminate false alarm notifications;~~
- ~~2. respond or cause his representative to appear at the systems location within a reasonable period of time when notified by the town to deactivate a malfunctioning alarm system, to provide access to the premises, or to provide security for the premises; and~~
- ~~3. not manually activate an alarm for any reason other than an occurrence of an event that the alarm system was intended to report.~~

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

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

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

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

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

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

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

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

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

SECTION 7: Hearing.

~~INDIRECT ALARM REPORTING~~

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

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

SECTION 8: Reinstatement of Permit.

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

~~DIRECT ALARM REPORTING; AUTOMATIC ALARM NOTIFICATIONS~~

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

SECTION 9: Use of Revenues.

~~AUTOMATIC TELEPHONE DIALING ALARM SYSTEMS PROHIBITED~~

- ~~A. It shall be unlawful for any person, natural or corporate, to sell, offer for sale, install, maintain, lease, operate or assist in the operation of an automatic telephone dialing alarm system over any telephone lines exclusively used by the public to directly request service from the police department.~~
- ~~B. The Chief, when he has knowledge of the unlawful maintenance of an automatic telephone dialing alarm system, installed or operated in violation of this section, shall, in writing, order the owner, operator or lessee to disconnect and cease operation of the system within seventy-two (72) hours from receipt of the order.~~
- ~~C. Any automatic telephone dialing system installed unlawfully, as set forth in this section prior to the effective date of this Ordinance, shall be removed within thirty (30) days of the effective date of this Ordinance.~~
- ~~A. All revenues generated from this chapter will go to the general fund of the Town of Hooksett.~~

SECTION 10: Violations and Penalties.

~~ALARM SYSTEM OPERATING INSTRUCTIONS~~

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

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

SECTION 11

~~ALARM DISPATCH RECORDS~~

- ~~A. The officer responding to a dispatch resulting from a burglary, robbery, panic or trouble alarm notification shall record, in the regular reporting format, such information as necessary to permit the Chief to maintain records, including but not limited to the following information:~~
 - ~~1. identification of the permit holder,~~
 - ~~2. identification of the alarm site,~~
 - ~~3. arrival time and dispatch received time,~~
 - ~~4. time of day, date,~~
 - ~~5. weather conditions,~~
 - ~~6. area and/or sub-area of premise involved,~~
 - ~~7. name of permit holder's representative on premises,~~
 - ~~8. if any permit holder's representative fails or refuses to respond the name(s) of the individuals contacted shall be noted in the departmental computer in the comment field under the call for service.~~
- ~~B. The responding police officer shall indicate if the notification was caused by a criminal offense, an attempted criminal offense, or a false alarm.~~

~~C. In the case of an assumed false alarm, (when a permit holder representative fails or refuses to respond) the responding police officer shall leave notice at the alarm site that the police department has responded to a false alarm notification. The Notice must include the following information:~~

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

~~SECTION 12 SYSTEM PERFORMANCE REVIEWS~~

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

~~SECTION 13 FALSE ALARM NOTIFICATION~~

~~A. The holder of an alarm permit or the person in control of an alarm system shall be subject to warning, fines and suspension or loss of permit depending on the number of false alarm notifications emitted from an alarm system within a fiscal year. Any alarm owned, operated or leased by any Federal, State, County or Local Government agency will not be subject to fines, suspension or loss of permit. The type of action taken is based upon the following schedule of false alarm notifications:~~

- ~~1. 1st - No Action~~
- ~~2. 2nd - Written notice of potential future fines~~
- ~~3. 3rd - \$25.00 service charge~~
- ~~4. The activation of 4 or more false alarms within a fiscal year shall be handled according to the following schedule:~~
 - ~~a. The fourth false alarm shall result in a \$100.00 service charge/reinstatement fee which shall be considered a bill owned by the permit holder to the Town of Hooksett) and revocation of the permit holder's permit in the following manner:~~
 - ~~1) The permit holder shall be given ten (10) calendar days advance written notification that the permit holder's permit will be revoked. The written notice shall set forth the reasons for such revocation.~~
 - ~~2) The notice shall specify the specific date of revocation, and that any response by the Hooksett Police Department to alarms that occur at the premises described in the permit after the date of revocation will result in an assessment of an additional \$100.00, in addition to any other fees incurred under the Section 13 schedule.~~

~~3) Reinstatement of the permit will be made upon receipt of a letter from an alarm company stating that the alarm system has been repaired, explaining what was done to correct the problem and that the alarm system is operating properly; and upon receipt of the \$100.00 service charge/reinstatement fee mentioned in Section 13, subsection (4)(a) above; and upon receipt of all fees owed to the Town of Hooksett under Section 13, subsection (4)(a)(2) above and any other sections of this Ordinance.~~

~~b. The fifth false alarm shall result in a written notification to the permit holder that upon activation of the next false alarm the permit holder's permit will be revoked. The fifth false alarm will be billed a \$150.00 service charge, which shall be considered a bill owned by the permit holder to the Town of Hooksett.~~

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

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

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

~~B. Any person who operates a newly installed system will not be subject to False Alarm Notifications Action during the 30 days following the system completion provided a permit application is received by the Chief. The completion date shall be certified by a person where the system is professionally installed, or the date of the purchase receipt for self-installed systems.~~

~~C. Any person operating a non-permitted alarm system will be subject to a citation and assessment of a \$100.00 fee for each alarm without benefit of the notifications provided for in Section 13. Subsequent submittal of an alarm permit application shall have all previously received alarms counted in accumulating the notification total.~~

~~D. Alarm activations, caused by actual criminal offense or with evidence of a criminal attempt, shall not be counted, nor False Alarm Notifications accumulated.~~

~~SECTION 14 REVOCATION OR LOSS OF ALARM PERMIT~~

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

- ~~1. there is a false statement of a material in the application for a permit;~~
- ~~2. the permit holder has violated Section 5,6,7,8 or 9,12; or~~

- ~~3. the permit holder has failed to make payment within 60 days of a fine(s) assessed under Section 13; or~~
- ~~4. six or more false alarm notifications have been emitted from the alarm site within a twelve-month fiscal year period.~~

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

~~SECTION 15~~

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

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

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

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

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

~~SECTION 16~~

~~REINSTATEMENT OF PERMIT~~

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

~~SECTION 17
PROTECTION OF CERTAIN BUSINESSES~~

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

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

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

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

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

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

~~SECTION 18
LIABILITY OF TOWN LIMITED~~

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

~~B. Nevertheless, the police department, the Town of Hooksett or any of its officers or agents, shall not be liable for any defects in operation of alarm devices, for any failure or neglect to respond appropriately upon receipt of an alarm notification, nor for the failure or neglect of any person in connection with the installation and operation of alarm devices or their components, the transmission of alarm signals, or the relaying of such signals and notifications. In the event the police department finds it necessary to disconnect an alarm device, the police department, the Town of Hooksett or any of its officers or agents, shall incur no liability by such action.~~

~~-~~
~~SECTION 19~~
~~SEVERABILITY~~

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

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

PROPOSED

AGENDA NO. 14-034
DATE: 6/25/14

PAWNBROKERS AND SECONDHAND DEALERS

Ordinance 2014-1

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

SECTION 1

LEGISLATIVE AUTHORITY; PURPOSE.

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

SECTION 2

LICENSE REQUIRED.

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

SECTION 3

DEFINITIONS.

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

PAWNBROKER

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

SECONDHAND DEALER

Any person, firm, partnership or corporation whose business is in the retail buying, selling, buyback, exchanging, dealing in or dealing with secondhand articles, including, but not limited to, jewelry, watches, diamonds, precious stones, gems, gold, silver, platinum, precious metals, coins, stamps, musical instruments and equipment, cameras, furs, home and audio stereo equipment, televisions, VCRs, DVD players, multimedia devices, digital equipment, video game systems, equipment and accessories, tools, computers and computer equipment, firearms, electronic navigation systems, automobile accessories and collectables, excepting furniture and books. "Secondhand dealer" does not mean purchases made from private residences by citizens not engaged in a secondhand-dealer-type business.

SECTION 4

LICENSING AUTHORITY.

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

SECTION 5

LICENSE REQUIRED; APPLICATION REQUIREMENTS.

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

- A. Application for such licenses shall be made to the Town Clerk who may submit them to the Chief of Police and who may cause an investigation to be made into the fitness of the applicant to engage in the business of a pawnbroker or secondhand dealer, and report his findings to the Town Clerk before such license is acted upon.
- B. The license shall be issued for a specific location and is not transferable to any other person, firm, partnership or corporation.
- C. Upon approval by the Town Council, a fee of \$250 shall be paid by the applicant to the Town Clerk prior to the issuance of the license. Effective upon date of approval, and annually on January 1 thereafter, an application fee of \$250 shall accompany each

license application. Said license shall expire on December 31, unless sooner revoked or expired and shall neither be assigned nor transferred.

- D. Prior to issuance of a license, a criminal record check may be completed upon every owner, manager, and/or employee of a pawnshop or secondhand dealer. The applicant shall be required to provide a certified copy of a complete criminal record of each individual with the license application. The certified copy shall be obtained from the Criminal Records Division of the State Police, Department of Safety of the State of New Hampshire, and/or from the appropriate out-of-state agency or agencies if not a resident of New Hampshire for the ten years preceding the application. No license shall be issued to any firm, corporation, owner or person, to include employees, directly or indirectly involved in the purchase of secondhand articles, who or which has been previously convicted within the preceding ten years of any theft related offenses to include but not limited to: theft, burglary, receiving stolen property, or fraud in this state or any state or territory in the United States.
- E. Licensees shall display their current license in a conspicuous place within the business where it may readily be viewed by the general public.
- F. A numbered license shall be issued and continue in full force until December 31 of each year unless revoked prior to this date by the Town Council at any time after notice to the licensee and hearing on the charges preferred.

Any person, firm or partnership or corporation whose business is the retail buying, selling, buy-back, exchanging, dealing in or dealing with furs, fur coats, books, magazines, used furniture, used clothing, or used motor vehicles/motorcycles by legally recognized vehicle dealerships, shall be exempt from the requirements of provisions(C) and (D) above.

Section 6

Exclusions.

Specifically excluded from the provisions of this chapter are the following:

- (A) Purchases from private residences by citizens not engaged in a secondhand dealer type business.
- (B) An organization that purchases secondhand goods, whether directly or indirectly, from a not-for-profit organization and does not purchase any secondhand goods from the general public.
- (C) Transactions which take place at yard or garage sales or otherwise on residential property (but not more frequently than 12 days per year).

Section 7

TRANSACTION RECORDS.

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

- (1) **Individually identifiable articles.** Articles which are individually identifiable by a serial number or other applied numbers, letters, characters or markings or other unique features that serve to distinguish it from any other similar article and can be used to establish ownership.
 - a. Each individually identifiable article brought into a second hand/pawn dealer for pawn, sale, barter, trade or other method during a single transaction shall be itemized separately. Articles shall not be grouped together (i.e., five gold rings), but must provide a complete and thorough description of each item to include the following:
 - i. Type of article;
 - ii. Brand name/make/manufacture (if applicable);
 - iii. Model number (if applicable);
 - iv. Serial number (if applicable);
 - v. Color/finish;
 - vi. Any other identifying marks, writing, engraving, etc.
 - b. A digital photograph(s) shall be taken of each individually identifiable article, sufficiently detailed to allow reasonable identification of the article. The photograph(s) shall capture any identifying numbers, marks, writing, engraving, etc., or any other distinguishing characteristics.
- (2) **Non-individually identifiable articles.** Articles that cannot be distinguished from any other similar articles may be described in groups of similar types of articles, but only within the same transaction.
 - a. Non-individually identifiable article brought into a second hand/pawn dealer for pawn, sale, barter, trade or other method during a single transaction may be grouped and shall include reasonable descriptions of the number and types of items within each group to enable the Police Department to

determine if they may have been stolen during a particular crime. (For example, the licensee receives a video game controller, five video game discs, and numerous items of jewelry. The licensee would have to individually itemize and photograph the video game controller as outlined in division (1) (a) above, as it would be a serially-numbered item. The remaining items shall not be listed as "miscellaneous video games and jewelry." Instead, the licensee shall describe them as follows: "five video game discs to include the following titles..." and "miscellaneous jewelry to include two yellow gold necklaces, one silver necklace, two pairs of silver earrings, one women's yellow gold ring, etc...")

- b. A digital photograph(s) shall be taken of each group of similar types of articles within the same transaction. The articles may be photographed together but each article shall be visible in the photograph. (For example, given the circumstances outline in division (2)(a) above, the five video game discs would be photographed together, side-by-side, and the jewelry items would be photographed together with each item laid out so as to be individually viewable.

Section 8

IDENTIFICATION OF SELLERS REQUIRED; AGE RESTRICTION.

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

Section 9

REPORTING OF TRANSACTIONS.

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

Section 10

INSPECTION OF RECORDS AND PREMISES.

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

Section 11

TIME RESTRICTIONS.

Pawnbrokers or secondhand dealers will not sell, encumber by sales contract, or otherwise dispose of or alter an article in its appearance within 14 days of purchase, unless granted permission, in writing, from the Chief of Police, but in any case not within 24 hours of time of purchase. Pawnbrokers or secondhand dealers shall retain on premises all items purchased or pawned during the waiting period and not place such items on the sales floor until the waiting period has expired unless the item is clearly marked as to the sales release date based on the time frames outlined in this section. Pawnbrokers or secondhand dealers shall clearly mark the transaction records of any pawn item repurchased by the original seller and shall submit a copy of the record to the Chief of Police, or his designee, within 48 hours of the transaction.

Section 12

REMOVAL OF ARTICLES BY POLICE OFFICERS.

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

Section 13

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

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

**Staff Report
Encumbrances
June 25, 2014**

AGENDA NO. 14-48
DATE: 6/25/14

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.

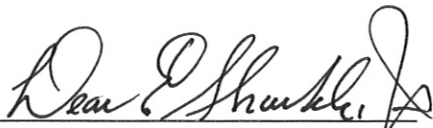
1	Human Resources Software - 001-100.4150-342.000 -Contract with BS&A Software. Software will be installed on June 27 th with on-site training on September 24 th & 25 th .	\$11,900.00
2	Community Development Software - 001-100.4150-342.000 -Contract with ViewPoint for Building Permits, Public Health, Licensing, Community Development and Public Works/Engineering modules.	\$7,475.00
3	Road Paving – 001-450.4312-720.000 -Contract with Brox to Pave Joann Drive \$88,003 and Park Lane \$49,459 has been completed	\$0.00
4	New Police Vehicle - 001-400.4210-752.000 -2014 Ford Explorer has been delivered.	\$0.00
5	Equipment for New Police Vehicle – 001-400.4210-752.000 -Emergency equipment and graphics	\$8,437.00

Fiscal Impact: Please see attached BUDGET SUMMARY FY 2013-14. As of May 28, \$1,703,087 is remaining in the general fund operating budget, after the encumbrances. On average the town spends \$1.4 million in the month of June. This would leave an estimate balance of \$300,000 in this year's budget.

Recommendation: Motion to encumber \$27,812.00 of the FY 2013-14 budget under RSA 32:7(l).

Prepared by: Christine Soucie, Finance Director

Town Administrator Recommendation:


Dean E. Shankle, Jr.
Town Administrator

TOWN OF HOOKSETT - BUDGET SUMMARY FY 2013-14

May 31, 2014

92.31% of the year has expired

47 pay weeks of 52 weeks has expired or 90.38%

Department	2013-14			2013-14		2013-14 Actual YTD	(Over) Under Expended YTD	Percent Expended
	Approved Budget	Budget Transfers	* Budget Increases	Adjusted Budget	Requested Encumbrances			
Administration	862,682	26,000	-	888,682	19,375	842,763	65,294	94.83%
Assessing	294,556	14,887	-	309,443	-	235,232	74,211	76.02%
Community Development	384,791	(16,000)	-	368,791	-	313,507	55,284	85.01%
Family Services	253,928	768	-	254,696	-	154,140	100,556	60.52%
Finance	199,956	4,513	-	204,469	-	195,886	8,583	95.80%
Fire-Rescue	3,811,661	3,481	-	3,815,142	-	3,395,301	419,841	89.00%
Police	3,644,358	(33,000)	-	3,611,358	8,437	2,903,457	716,338	80.40%
Public Works	2,646,799	9,000	-	2,655,799	-	2,448,126	207,673	92.18%
Recycling & Transfer	1,121,294	(13,698)	-	1,107,596	-	853,910	253,686	77.10%
Tax Collection	251,204	(3,721)	-	247,483	-	208,877	38,606	84.40%
Town Clerk & Elections	22,750	72	-	22,822	-	13,560	9,262	59.42%
Administration's Budget	13,493,979	(7,698)	-	13,486,281	27,812	11,564,759	1,949,334	85.75%
Budget Committee	7,315	-	-	7,315	-	5,140	2,175	70.27%
Capital Leases	51,601	-	-	51,601	-	51,600	1	100.00%
Cemetery Commission	850	-	-	850	-	498	352	58.55%
Conservation Commission	11,625	-	-	11,625	-	5,191	6,434	44.65%
Debt Principal	-	-	-	-	-	-	-	0.00%
Debt Interest	-	-	-	-	-	-	-	0.00%
Debt Tax Anticipation Note (TAN)	1	-	-	1	-	-	1	0.00%
Library	547,164	7,698	-	554,862	-	554,862	-	100.00%
Total General Fund Operating Budget	14,112,535	-	-	14,112,535	27,812	12,182,050	1,958,297	86.32%
Sewer Department	1,947,007	-	-	1,947,007	-	-	1,947,007	0.00%
Town Building Maintenance CR	100,000	-	-	100,000	-	100,000	-	100.00%
Plow Dump Truck CR	80,000	-	-	80,000	-	80,000	-	100.00%
Fire Apparatus CR	50,000	-	-	50,000	-	50,000	-	100.00%
Drainage Upgrade CR	50,000	-	-	50,000	-	50,000	-	100.00%
R&T Pickup from Solid Waste	38,000	-	-	38,000	-	32,768	5,232	86.23%
Fire Prevention Utility Vehicle	30,000	-	-	30,000	-	29,186	814	97.29%
R&T Bobcat from Solid Waste	30,000	-	-	30,000	-	30,000	-	100.00%
Diesel Tank & Fuel Dispenser CR	25,000	-	-	25,000	-	25,000	-	100.00%
Fire Personal Protection Gear Purchase	24,000	-	-	24,000	-	23,942	58	99.76%
Fire Air Packs & Bottles CR	20,000	-	-	20,000	-	20,000	-	100.00%
Parks & Rec Facilities Development CR	15,000	-	-	15,000	-	15,000	-	100.00%
2013-14 Grand Totals	16,521,542	-	-	16,521,542	27,812	12,637,946	3,911,408	76.49%

* Budget Increases are Grants and Donations accepted by Town Council.

AGENDA NO. 14-046
DATE: 6/25/14

Staff Report
Scarpetti Edgewater Drive Proposal
June 25, 2014

Background: At your last meeting, you discussed Scarpetti's proposal to discontinue portions of Edgewater Drive and deed him the land by the river. You suggested that he review some of the issues raised and come back to discuss them further.

In addition, you requested that I contact the lawyer regarding the legality of the discontinuance of the class VI road. I sent it to Daniel Crean, from our Town Attorney firm of HageHodes.

Issue:

I provided attorney Crean with the issues that had been raised, including questions that had been sent to me by a member of the Conservation Commission. He reviewed the issues and after a series of email, he concluded with the following email:


Dean,

Based on what I have seen, there is no impediment to discontinuance in whole or in part. Whether others may have some sort of access right (not apparent from the facts) would be another issue but would not bar discontinuance. I do think Hooksett must notify Bow due to road's possible extending into that town and though statute says within X days after vote to continue, I urge notice prior to vote. I also urge that Council hold a public hearing (which would be the discussion at town meeting if the vote were to occur there.)

Hope that helps.

Dan

Town Administrator's Recommendation: I recommend the Council continue to assess Mr. Scarpetti's proposal and, if and when the time comes, notify Bow and hold a public hearing as suggested by the Town Attorney.


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

**Staff Report
District Court Lease
June 25, 2014**

AGENDA NO. 14-052

DATE: 6/25/14

Background: At your last meeting you discussed the proposed District Court lease. A question came up regarding a new alarm system that was being installed and whether the Town would be picking up any of the potentially significant costs. I was not aware of the answer so the issue was tabled to this meeting.

Discussion: I asked the Public Works Director, who is responsible for maintenance of town buildings to contact the state liaison to get an answer to the question. They spoke on the phone and then she followed up with the below e-mail:

Leo,

In follow up to our conversation, in regards to the burglar alarm panel and monitoring system in the Hooksett Circuit Court, the Tenant (DAS, Bureau of Court Facilities) is responsible for the maintenance, repairs, and the monitoring fees associated with such system.

This email pertains to the lease agreement set to commence September 1, 2014.

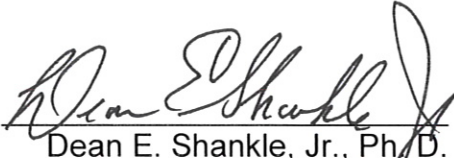
If I can be of further assistance, please let me know.

Thank you.

Tammy

Tammy Nelson
Dept. of Administrative Services
Bureau of Court Facilities
25 Capitol Street
Concord, NH 03301
Phone: (603) 271-7977
Fax: (603) 271-7978

Town Administrator's Recommendation: I recommend that you move to approve the lease as proposed.


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

**Staff Report
Police Chief Contract
June 25, 2014**

AGENDA NO. 14-053


DATE: 6-25-2014

Background: Police Chief's current contract, which was negotiated and signed by the Police Commission. It was designed to automatically renew, as is, each year in January. No changes were made in January 2014.

Issue: The contract does not discuss regular wage increases so the issue is whether the Chief should receive the same 2% increase that was voted for the remainder of the town non-union employees.

Fiscal Impact: A 2% increase over his present salary.

Town Administrator's Recommendation: I recommend that as a step toward integrating the police department non-union personnel into the policies and procedures of the other non-union employees in town that the Chief be given the same 2% raise that others are receiving by making a motion that says something to the effect of: I move that the Chief of Police receive the same 2% raise, beginning July 1, 2014, that all other non-union employees are receiving.


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

EMPLOYMENT AGREEMENT
BETWEEN THE POLICE COMMISSION OF THE TOWN OF HOOKSETT, NH
AND
PETER BARTLETT



COPY

AGREEMENT made this 16th day of May, 2013, by and between the Hooksett Police Commission ("EMPLOYER"), Town of Hooksett, County of Merrimack, and State of New Hampshire, and Peter Bartlett, Town of Derry, County of Rockingham, and State of New Hampshire. ("EMPLOYEE").

WHEREAS, pursuant to 1975 N.H. Laws 412:2, II, it is the duty of the EMPLOYER to appoint such superior and other police officers as it deems necessary within the limits of funds appropriated;

WHEREAS, the EMPLOYER has appointed EMPLOYEE as Chief of Police and EMPLOYEE has accepted said appointment;

WHEREAS the EMPLOYER and EMPLOYEE desire to establish the terms and conditions of said employment;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the parties agree as follows:

1.0 TERM AND APPOINTMENT.

This Agreement shall be in effect for an original term of one (1) year, commencing on January 7, 2013 and ending on January 6, 2014. This Agreement will be automatically renewed for consecutive one (1) year periods unless modified in writing by mutual agreement of both the EMPLOYER and the EMPLOYEE. EMPLOYEE'S appointment as Chief of Police is pursuant to 1975 N.H. Laws 412:2, II.

COPY

2.0 COMPENSATION AND BENEFITS.

2.1 Salary. EMPLOYEE'S initial annual salary shall be \$96,865.60, less ordinary withholding and payroll deductions. It is expected that EMPLOYEE'S ordinary work schedule will be 40 hours per week, Monday through Friday, It is acknowledged and agreed that EMPLOYEE is an "exempt" employee as that term is defined in the Fair Labor Standards Act and in that regard EMPLOYEE agrees and acknowledges that he is not entitled to be paid overtime for any hours worked beyond 40 hours in a work week.

2.2 Automobile: It is considered to be in the best interest of the Department and the citizens of the Town of Hooksett that the Chief of Police have assigned to him/her an authorized Department vehicle during both work and non-work hours. It is understood that the Chief of Police may be required to respond to a police emergency or situation at any time and it is therefore reasonable to provide a Department vehicle for that response. To this end, The Chief of Police may use his/her assigned Department vehicle for his/her own personal use, including driving to and from work and during the weekend and/or when conducting Department business, such as attending Department related conferences or meetings both inside and outside of the general area. When the Chief of Police is operating his/her assigned Department vehicle, he/she will be required to carry his/her duty weapon, badge and Department Identification. The use of an assigned Department vehicle should be reasonable and with due care for the assigned vehicle. The use of a Department assigned vehicle will not be authorized when the Chief of Police is not

readily available to respond to Department matters, such as when he or she is out of the area on vacation.

COPY

- 2.3 Uniforms and Equipment. EMPLOYEE shall be provided with uniforms and ordinary and necessary equipment. EMPLOYER will provide the same uniform allowance for repairs, replacement and cleaning as is provided to other Department employees.
- 2.4 Vacation. EMPLOYEE shall receive 16 days paid vacation upon appointment. Thereafter, EMPLOYEE shall accumulate vacation time in accordance with Department policy.
- 2.5 Holidays. EMPLOYEE may take the same paid holidays as are afforded other Department employees; provided, however, that EMPLOYEE recognizes that in the ordinary course of performance of his job responsibilities it may be necessary to work on holidays, and EMPLOYEE shall not be provided with separate, additional, or extra compensation if required to do so.
- 2.6 Bereavement. EMPLOYEE shall be afforded the same paid bereavement leave provided to other Department employees.
- 2.7 Sick Leave. EMPLOYEE shall accumulate 8 hours of sick leave per month, up to a maximum of 240 hours. Accumulated sick leave in excess of 240 hours at the end of any calendar year shall be paid as additional compensation equal to $\frac{1}{2}$ of the total hours in excess of 240. By way of example, if EMPLOYEE accumulated 248 hours of unused sick leave, at the end of the year the employee would carry over 240 hours of accumulated sick leave, and would be paid an amount equal to 4 hours.

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2.8 Insurance. EMPLOYEE shall be eligible to participate in EMPLOYER'S group Health, Long-Term Disability, and Life Insurance on the same terms and conditions (level of benefits, deductibles, premium co-payments) as provided to other employees of the Department. EMPLOYER may change insurance carriers and/or as the need arises. In any such event, EMPLOYEE shall be notified in advance of any such change.

2.9 Retirement. EMPLOYEE shall be eligible to participate in the New Hampshire Retirement System (RSA Chapter 100-A).

3.0 DUTIES AND RESPONSIBILITIES.

3.1 General. Subject to such rules as may be promulgated by the EMPLOYER for the government of the police force, EMPLOYEE shall have in the ordinary course of duty the responsibility for operational control of the Police Department, deployment of Police Department personnel, and management of Police Department equipment and facilities. EMPLOYEE shall exercise all lawful powers of the office as Chief of Police, uphold and enforce the laws of the State of New Hampshire and the Town of Hooksett, and may issue such lawful orders as are necessary to assure the effective performance of the Hooksett Police Department.

3.2 Miscellaneous. EMPLOYEE shall be responsible for any other duties assigned to him from time to time by the EMPLOYER. EMPLOYEE shall report to and meet with the Hooksett Police Commission from time to time as they may require or as may be necessary and he shall submit such reports, budgets and other information concerning the Police Department as may lawfully be required.

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4.0 TERMINATION.

EMPLOYEE is appointed in accordance with 1975 N.H. Laws 412 *et seq.* EMPLOYEE'S employment may be terminated as follows:

4.1 By EMPLOYER at any time, for just cause, after due hearing, which cause shall be specified in the order for removal, in accordance with 1975 N.H. Laws § 412:2, IV;

or

4.4 By EMPLOYEE upon forty-five (45) days advance written notice of the effective date of his resignation.

5.0 EVALUATION.

EMPLOYEE is expected to perform and operate the Police Department in a professional and up-to-date manner. As such, he will be evaluated by the EMPLOYER at a minimum, annually, in writing, with respect to the EMPLOYEE'S duties and responsibilities.

6.0 INDEMNIFICATION

The Department shall defend the EMPLOYEE against any claims made against him arising out of an act or omission by the EMPLOYEE while acting in good faith within the scope of the EMPLOYEE'S employment. The Department shall indemnify the EMPLOYEE against any judgments entered against him arising out of any act or omission by the EMPLOYEE acting in good faith within the scope of the EMPLOYEE'S employment, to the extent that the claim is a covered claim and falls within the scope of coverage of an insurance policy maintained by the Department. The obligation of the Police Department to indemnify shall not extend to acts of alleged criminal conduct by the EMPLOYEE or preclude discipline or discharge of the EMPLOYEE for the conduct which gave rise to the claim.

COPY

7.0 MISCELLANEOUS.

7.1 EMPLOYEE is encouraged to take advantage of the latest developments and training in law enforcement and, as such, all dues and expenses relative to professional organizations, meetings and conferences shall be considered normal Department expenses.

7.2 EMPLOYEE shall be allowed to attend the annual conferences of the New Hampshire Chiefs of Police, the New England Chiefs of Police and the International Association of Chiefs of Police.

7.3 It is understood and agreed that the EMPLOYEE may be required to work odd hours in order to function effectively and may be required to perform patrols, make field inspections, perform other law enforcement duties, attend meetings of the Hooksett Police Commission, training, or community activities.

8.0 CHANGES AND SEVERABILITY.

No changes or modifications of this Agreement shall be valid unless they are in writing and signed by both parties. The invalidity of any part or parts of this Agreement shall not affect the validity of the remaining parts. The foregoing terms represents the entire agreement between the EMPLOYER and the EMPLOYEE.

EXECUTED this 16th day May of 2013

COPY

HOOCKETT POLICE COMMISSION

Joanne M. McHugh

Joanne McHugh, Chair

Clark Karolian

Clark Karolian

Kenneth Scherer

Kenneth Scherer

CHIEF OF POLICE

Peter Bartlett

Peter Bartlett

HOOKSETT POLICE DEPARTMENT
CHIEF OF POLICE
NON-UNION 2013-2014

Grade	
A (0-36 months)	\$47.50
B (37 - 72 months)	\$48.37
C (73 - 108 months)	\$49.24
D (109 - 144 Months)	\$50.10
E (145 - 180 months)	\$50.97
F (181 - 216 months)	\$51.84
G (217 - 252 months)	\$52.70

APPROVED BY COMMISSION 01/04/2010
EFFECTIVE 01/11/2010

Reflects 2% increase 7/1/2013

**Staff Report
Garden Club Update
June 25, 2014**

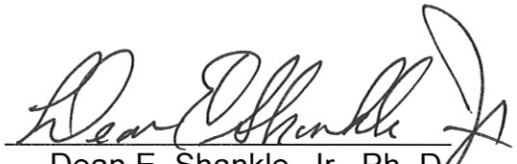
AGENDA NO. 14-054
DATE: 6-25-2014

Background: At your last meeting, representatives of the Garden Club met with you and raised three specific issues: two of them regarding loam, soil and seeds and one regarding watering flowers on the bridge.

Issue: The two, the point at Main Street and 3A and the Safety Center sign, were fixed within days. The issue had been the Department of Public Work's concern about further overspending the budget.

The issue of watering the flowers on the bridge is a more difficult one. Due to a change in law, coupled with a review of our flagging practices by the NH Department of Labor, it was determined that we would need to assign four people to this project. Since the flowers needed to be watered three times a week the department is concerned about dedicating this much time.

As of the writing of this report, this issue has not been resolved but I am in the process of putting together a meeting of representatives of the Garden Club and the Department of Public Works to see if a mutually agreeable arrangement can be reached. I should have a report on the outcome for the Council meeting.


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