

**TOWN COUNCIL AGENDA
Regular Meeting
Wednesday, August 12, 2015**

1. 5:30 PM - CALL TO ORDER

2. 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.

3. ROLL CALL – PUBLIC SESSION will begin immediately following the non-public session above.

4. PLEDGE OF ALLEGIANCE

5. SPECIAL RECOGNITIONS

6. APPROVAL OF MINUTES

- a. Public: 07/08/2015
- b. Non-public: 07/08/2015

7. AGENDA OVERVIEW

8. 6:30 PM - PUBLIC HEARINGS

Public Hearing for the Town Council to give the public Martin's Ferry Road, Hooksett, NH speed limit study data and to get their comments about this roadway for the Town Council to establish a speed limit for Martin's Ferry Road.

9. CONSENT AGENDA

- a. \$100.00 donation from Professional Electric al Contractors of CT., Inc. to Hooksett Fire-Rescue Dept.
- b. \$50.00 donation from Margaret L. & Arthur D. Saul to Hooksett Fire-Rescue Dept.
- c. \$250.00 donation from Hooksett Garden Club to Hooksett Conservation Commission for the Merrimack Riverfront Trails project.
- d. \$97.00 donation from Hooksett Memorial School to Hooksett Fun-in-the-Sun Camp Program

10. TOWN ADMINISTRATOR'S REPORT

11. PUBLIC INPUT: 15 Minutes

12. NOMINATIONS AND APPOINTMENTS

- a. Nomination: Jacqueline McCartin – Alternate to Full Member Parks & Rec Advisory Board
- b. Nomination: Mike Horne – Alternate Parks & Rec Advisory Board
- c. Appointment: Dan Lagueux – Economic Development Advisory Committee
- d. Appointment: Town Councilor(s) sub-committee – Parks & Rec Advisory Board AND Dept. Oversight Committee

13. SCHEDULED APPOINTMENTS

- a. William "Bill" Bald, Risk-Ex, Health Insurance Presentation

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

14. 15 MINUTE RECESS

15. OLD BUSINESS

- a. 14-066 Lilac Bridge Update – Engineering Contract
- b. 15-021 Reorganization of Department of Public Works – New Job Descriptions 1) Recycling & Transfer Division Asst. Crew Chief and 2) Highway Division Building Asst. Crew Chief.

16. NEW BUSINESS

- a. 15-055 Acceptance of Conservation Easement Deeds 1) Manchester Sand, Gravel & Cement Co., Inc. "The Villages at Head's Pond" "Head's Pond" "Great Pond" "Town Pond" "Small Pond" parcels 3-1, 3-5, 3-19, 3-29, 14-2, 14-4, and 2) Carriage Manor of Hooksett Condominium Association conversation property to the south of Head's Pond in Hooksett, NH parcel 6-22-75.
- b. 15-056 Approval of DRED contract to accept grant money allotted for Merrimack Riverfront Trails
- c. 15-057 Adopt Changes to Administrative Code
- d. 15-058 Adopt Changes to Town Council Rules of Procedures

17. SUB-COMMITTEE REPORTS

18. PUBLIC INPUT

19. 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.

20. 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, July 8, 2015

Items 1-6a led by Town Administrator

1. CALL TO ORDER

Town Administrator Dr. Dean Shankle called the meeting to order at 6:30 pm.

2. PLEDGE OF ALLEGIANCE

3. CEREMONY – SWEARING IN OF NEW COUNCILORS BY DEPUTY TOWN CLERK

Dr. Shankle: Billie Hebert will swear in Councilor Miville and Councilor Jennings, who is not here yet.

4. ROLL CALL – ATTENDANCE

James Levesque, David Ross, Donald Winterton, James Sullivan, Nancy Comai, Marc Miville, Robert Duhaime, Dr. Dean E. Shankle, Jr. (Town Administrator)

Missed: Adam Jennings

5. TOWN COUNCILOR DISTRICT 1 – NOMINATION, APPOINTMENT & SWEARING IN

Dr. Shankle: There was no name on ballot for this seat; the write-ins were tied, and the person whose name was selected out of a hat chose not to accept the position. This position is open and according to the Charter, Council appoints someone until the next election. We posted the attached notice, and, to my knowledge, we only received one application from Timothy Tsantoulis of 39 Lindsay Road.

D. Winterton nominated Timothy Tsantoulis to the District 1 Town Council seat. Seconded by R. Duhaime.

J. Sullivan motioned to waive the rules and appoint tonight. Seconded by N. Comai.

Roll Call-

D. Winterton – Yes

N. Comai – Yes

J. Levesque – Yes

R Duhaime – Yes

M. Miville – Yes

D. Ross – Yes

J. Sullivan – Yes

Vote unanimously in favor.

Dr. Shankle: Now on to the main motion of appointing Timothy Tsantoulis as District 1 Councilor.

D. Ross: I think perhaps an introduction would be in order prior to a motion being made?

Dr. Shankle: There is a motion and second on the floor, but Mr. Tsantoulis would you please come up.

T. Tsantoulis: I have been a resident of Hooksett since 1979 and raised 2 children here. I've worked in Hooksett at Eversource/PSNH for 33 years. I am proud to reside here; great education and neighborhood. I am nearing retirement age and have more free time to give back to the town of Hooksett.

Roll Call-

R. Duhaime – Yes

M. Miville – Yes

D. Ross – Yes

J. Levesque – Yes

N. Comai – Yes

D. Winterton – Yes

J. Sullivan – Yes

Vote unanimously in favor.

Swearing in of Councilor Tsantoulis by Deputy Town Clerk.

6. TOWN COUNCIL REORGANIZATION – PART I

a. Election of Chair, Vice-Chair and Secretary

N. Comai nominated J. Sullivan for Chair. Seconded by D. Winterton.

Roll Call-

N. Comai – Yes

D. Ross – Yes

M. Miville – Yes

R. Duhaime – Yes

J. Levesque – Yes

D. Winterton – Yes

J. Sullivan – Yes

T. Tsantoulis – Yes

Vote unanimously in favor.

J. Sullivan: Thank you; I appreciate it. We have 2 pieces of business then we will move on to the swearing in of new police officers coming in.

J. Levesque nominated D. Winterton as Vice Chair.

D. Winterton nominated N. Comai as Vice Chair. Seconded by R. Duhaime.

J. Sullivan: Seconds are not needed for nominations. Are both interested in serving as Vice Chair?

D. Winterton: I would defer to Ms. Comai.

J. Sullivan: The motion is to appoint Nan Comai as Vice Chair.

Roll Call-

J. Levesque – Yes

D. Ross – Yes

R. Duhaime – Yes

M. Miville – Yes

D. Winterton – Yes

T. Tsantoulis – Yes

N. Comai – Yes

J. Sullivan – Yes

Vote unanimously in favor.

D. Ross nominated A. Jennings as Secretary. Seconded by R. Duhaime.

N. Comai nominated M. Miville as Secretary.

J. Sullivan: Mr. Miville would you like to serve?

M. Miville: I'd be honored, but I would defer either way.

Vote unanimously in favor of M. Miville as Secretary.

7. SPECIAL RECOGNITIONS

a. Police Department – swearing in of new Patrol Officers & introduction of new Dispatcher
Chief Bartlett: I'd like to recognize a couple members of the audience before I get started, Chief Jamie Burkush of the Manchester Fire Department and also Assistant Chief Dan Goonan of the Manchester Fire Department, thank you both for coming. I also want to mention Detective Brian Williams. This is a large group; we are actually down one detective and Detective Williams has been instrumental in putting the background packets together for these folks and doing the tedious investigative work to get everybody ready for tonight. He is home with his family tonight, but I wanted to recognize him.

*New dispatchers: Dawn Smith (6-month anniversary); Courtney Trumble
Swearing in and badge pinning of new officers: Erin Minihan, Travis Mannon, Michael Valeri, Brian Roche, Jesse Biron.*

Chief Bartlett: I would like to present the Chief's Achievement Award to Detective Sergeant Janet Bouchard for outstanding duty performance. She was instrumental in the evidence and property project, consisting of well over 14,000 pieces of evidence. This has been going on for over 2 years. I also need to recognize her counterpart, Jessie Ulliani. She was our receptionist clerk and has been transformed into our evidence technician. I am very proud of her and the amount of effort that she puts into her daily work. She can't be here tonight because she is on vacation, but when she returns she will be issued a Certificate of Recognition.

J. Sullivan: On behalf of the Town Council, congratulations to the newly installed officers and welcome to the dispatchers. It's with much pride and appreciation that we wish you good luck; please stay safe.

8. APPROVAL OF MINUTES

a. Public: June 24, 2015

J. Levesque motioned to accept the public minutes of June 24, 2015 with edits. Seconded by N. Comai.

Vote unanimously in favor. T. Tsantoulis and M. Miville abstained due to not being on the Council previously.

b. Non-public: June 24, 2015

D. Winterton motioned to accept the non-public minutes of June 24, 2015. Seconded by D. Ross.

Vote unanimously in favor. T. Tsantoulis and M. Miville abstained due to not being on the Council previously.

9. AGENDA OVERVIEW

Chair Sullivan provided an overview of tonight's agenda.

10. PUBLIC HEARINGS

a. Public Hearing for Town Council to accept conservation easement deeds for 1) Manchester Sand, Gravel & Cement Co., Inc. "The Villages at Head's Pond" "Head's Pond" "Great Pond" "Town Pond" "Small Pond" parcels 3-1, 3-5, 3-19, 3-29, 14-2, 14-4, and 2) Carriage Manor of Hooksett Condominium Association conversation property to the south of Head's Pond in Hooksett, NH parcel 6-22-75.

J. Sullivan: To accommodate the request for swearing in the nominees, we will move up the appointment to the Conservation Commission now.

N. Comai motioned to appoint Deborah Miville to the Conservation Commission as an alternate. Seconded by D. Ross.

Vote unanimously in favor; M. Miville abstained due to being a relative of the nominee.

J. Sullivan: Congratulations; we will ask the Deputy town Clerk to swear you in.

N. Comai: I nominated Ms. Miville to Parks and Rec also. Does she need to be sworn in for that?

J. Sullivan: No since that is an advisory board.

J. Sullivan: *"The Hooksett Town Council will be holding a public hearing on Wednesday, July 8, 2015 @ 6:30pm at the Hooksett Town Hall Council Chambers, 35 Main Street, Hooksett, NH. The purpose of the public hearing is for the Council to accept conservation easement deeds for 1) Manchester Sand, Gravel & Cement Co., Inc. "The Villages at Head's Pond" "Head's Pond" "Great Pond" "Town Pond" "Small Pond" parcels 3-1, 3-5, 3-19, 3-29, 14-2, 14-4, and 2) Carriage Manor of Hooksett Condominium Association conversation property to the south of Head's Pond in Hooksett, NH parcel 6-22-75. Easement plan(s) and deed are available for viewing in the Community Development Division of Public Works. Questions should be directed to the Administration Department 603-485-8472."* On behalf of the Council, I declare this public hearing open.

Steve Couture, Conservation Commission Chair: Both efforts (Carriage Manor and Greater Head's Pond Development) have been in the works for many years and were finalized this year. Hooksett Conservation has been involved throughout the whole process and fully supports the acceptance of the easements. Mr. Campbell will give an overview now.

David Campbell, Manchester Sand & Gravel: As part of the approval of the Head's Pond project, certain requirements were made by the Planning Board – public donations (large tracts of land). The first one is a 189-acre parcel which includes the town pond. It has frontage on Head's Pond and encompasses town pond and Head's Pond. Conservation easement deed overlays entire which includes the town pond and small pond. The easement allows for a gravel parking lot and access to ponds for boat access cannot have boat trailers, they must be car top. Also the gravel haul road (approximately 20 acres) is being deeded in fee with no conservation easement on it. The likelihood of a parkway is not feasible anymore; there is not enough land to do that. There is a separate parcel that the school board will accept the deed for the school parcel for a possible future school site. It is about 80'-100' above town pond in back of the old St. Mary's College. Those are public donations that have to be done now. Long term, a town common will be donated. When phase 2 is developed, and after it is built, it will be turned over to the town. Another area has been deeded to BearPaw Regional Greenways as the steward of the conservation land. That consists of a total 394 acres which includes the Great Marsh. Deeds have been approved by the town attorney; now is the formality for Council to vote to accept this donation.

M. Miville: Which parcels are we referring to?

D. Campbell: The yellow (minus town common) and the conservation easement deed that goes over it.

D. Winterton: Is this time sensitive, our vote tonight?

D. Campbell: No, we had to deliver the deeds by a certain date, but you can accept now or later, it will not affect us.

R. Duhaime: The parking area in yellow off Carriage Hill is included?

D. Campbell: That has already been donated. The parking area and railroad area have already been donated.

Dr. Shankle: They have been working on this long before I got here; this was a great example of a company working with community to create a long range plan for a piece of property.

S. Couture: To clarify, that parcel (Carriage Hill open space) is being considered for a conservation easement for a connector trail; Kiwanis mentioned that at the last meeting. With the easement tonight it will be contiguous conservation land and all the connector trails will be on land that we have authority to maintain the trails.

D. Campbell: That deed comes from the Carriage Manor Homeowners Association. Manchester Sand as developers is still involved in that but the entity that owns it is the Carriage Manor Homeowners Association. You have seen the roadwork being done up by Head's Pond; once these road improvements are done in accordance with the DOT permit, we are permanently vested according to this agreement, so the approvals are permanent. The donations and wetlands crossings plus the road improvements, by agreement with the Planning Board, constitute permanent vesting once we finish the roadwork, which is a second step.

D. Ross: The Conservation Commission has put in a tremendous amount of time and work into this. It's something that has worked out well between the town and a private entity in town that has been a big part of this town.

D. Campbell: We have been working with the Planning Board, Conservation Commission and many others boards and commissions – everyone has been very helpful. Thank you for your cooperation and for having the farsightedness necessary to do something like this. This isn't going to happen overnight; there are 9 phases. The town common is Phase 2. I look forward to seeing what the town does with the town park.

J. Sullivan: Manchester Sand & Gravel has been a very good neighbor.

M. Miville: The construction further down the road into Allenstown; is that what we are talking about?

D. Campbell: The Allenstown line to the bridge, yes.

J. Sullivan: We traditionally hold it open until later but can close it now if you wish. We will vote on it at our next meeting (August). If anyone has questions, administration can direct them to either one of you.

D. Ross: Can we wait to close until after the second public input in case someone shows up later?

J. Sullivan: Yes, we will hold off. Thank you Mr. Couture and Mr. Campbell.

11. TOWN COUNCIL REORGANIZATION PART II

a. Adopt RSA 31:104, 31:105 and 31:106 to provide immunity and indemnification

D. Winterton motioned to adopt RSA 31:104, 31:105 and 31:106 to provide immunity and indemnification. Seconded by M. Miville.

Roll Call-

T. Tsantoulis – Yes

D. Ross – Yes

R. Duhaime – Yes

J. Levesque – Yes

D. Winterton – Yes

M. Miville – Yes

N. Comai – Yes

J. Sullivan – Yes

Vote unanimously in favor.

b. Motion to have the Town Council Chair sign ancillary documents as agent to expend (With add'l verbiage)

D. Winterton motioned to have the Town Council Chair sign ancillary documents as agent to expend Seconded by D. Ross.

D. Ross: I'd like to add "as a result of Town Council prior approval of the documents" to the end of that sentence.

D. Winterton amended the motion to include above.

Vote unanimously in favor.

c. Adopt the Town Council Rules of Procedures

R. Duhaime motioned to adopt the Town Council Rules of Procedures. Seconded by D. Winterton.

D. Ross: There are a few sections that need work: section 3 "g" is not a proper sentence, and I'd be inclined to have a period at the end of Council.

J. Sullivan: May I make a suggestion that we approve these as written and make changes at our workshop, and then make a new motion to adopt the new version.

R. Duhaime: It was amended last year, after our previous workshop.

J. Sullivan: We will review and clarify at our workshop.

D. Ross: On section 5, page 9, I see strikeouts.

D. Fitzpatrick: He is looking at the table of contents in the back with amendments that were made; the actual procedure is on page 3. The back shows what was amended from previous versions.

J. Sullivan: We will adopt it as is, let the new Councilors review it and at the workshop we can discuss and make changes then.

Vote unanimously in favor.

d. Appointment of Councilors to Sub-Committees

BOARD OF ASSESSORS: David Ross, James Levesque, Donald Winterton, Timothy Tsantoulis

BUDGET COMMITTEE: Marc Miville, David Ross (alternate)

CABLE FRANCHISE ADVISORY BOARD: Marc Miville (Chair) and Nancy Comai; *to be confirmed if other members on the committee are still interested in serving on this board.*

D. Ross: As I remember, the contract was pretty lengthy. When does it expire?

Dr. Shankle: They signed it right when I got here so it's only been 4 years, so we have at least a couple more years.

J. Sullivan: We can put it on the agenda for further discussion at a future meeting.

CONSERVATION COMMISSION: David Ross, Robert Duhaime (alternate)

COUNCIL DEPARTMENTAL OVERSIGHT SUBCOMMITTEE: Adam Jennings, Robert Duhaime

D. Winterton: Since Councilor Jennings was the Chair, perhaps we wait until our next meeting to appoint.

ECONOMIC DEVELOPMENT ADVISORY COMMITTEE: Marc Miville, Robert Duhaime (alternate)

D. Ross: Should there be an alternate?

Council consensus to appoint an alternate member to the Economic Development Advisory Committee.

HERITAGE COMMISSION: Jim Sullivan

HOOKSETT YOUTH ACHIEVER OF THE MONTH: Robert Duhaime, Don Winterton, Tim Tsantoulis

J. Sullivan: Since Councilor Jennings is not here and we don't know if he wants to continue on this board, we will wait until our next meeting to appoint someone to the Parks & Recreation Advisory Board.

PERAMBULATION: Robert Duhaime

PLANNING BOARD: Don Winterton, Robert Duhaime (alternate)

RECORD RETENTION COMMITTEE: Nancy Comai, Jim Sullivan (alternate)

RECYCLING & TRANSFER ADVISORY COMMITTEE: Jim Levesque

SEWER COMMISSION: Donald Winterton, Robert Duhaime (alternate)

TOWN HALL PRESERVATION COMMITTEE: Jim Sullivan

FIRE, PUBLIC WORKS/ RECYCLING & TRANSFER, and POLICE UNION NEGOTIATIONS: Nancy Comai, Donald Winterton, Robert Duhaime

ZONING BOARD OF ADJUSTMENT: Jim Levesque

12. CONSENT AGENDA

- a. \$100.00 donation from D. Saul to Hooksett Fire Rescue Dept.
- b. \$15.00 donation from Mr. & Mrs. Murray to Hooksett Fire Rescue Dept.
- c. \$100.00 donation from HealthTrust to the Town of Hooksett
- d. \$1,300.00 donation in value for proposed fence work in the police garage from Blue Ribbon Fence to Hooksett Police Department

***D. Ross motioned to accept items "a" and "b". Seconded by D. Winterton.
Vote unanimously in favor.***

D. Winterton motioned to accept item "c". Seconded by D. Ross.

D. Winterton: I gladly accept the donation, but what are we going to do with that money for the 'wellness of the town?'

C. Soucie: I don't know what the Safety Committee will do with the funds, but in the past they have been used for training exercises, pedometers for employees, etc. It's up to that committee.

Vote unanimously in favor.

D. Ross motioned to accept item "d". Seconded by R. Duhaime.

D. Ross: This is a significant donation, and I think it deserves recognition and thanks.

M. Miville: There have been issues there for several years; I see this as a definite need, and thank them for the donation.

D. Ross amended the motion to include "and Labor under RSA 31:95-e, II."

Vote unanimously in favor.

13. TOWN ADMINISTRATOR'S REPORT

- I am just returning from vacation.
- I'd like to introduce the new Assistant Public Works Director/Town Engineer, Jim Donison. He has been involved with his town government, is a professional engineer, civil engineer and has 34 years of experience in engineering consulting.

D. Winterton: Welcome; as the Town Council member of the Planning Board I also welcome you and hope your schedule allows you to come to our next meeting and meet the members on the 20th.

J. Sullivan: Perhaps the Zoning Board as well.

Jim Donison gave a brief overview of his background as a professional engineer and past work experience as well as municipal experience. He previously served as the City Engineer in Keene, NH. He discussed the effectiveness of The Council had the opportunity to ask Mr. Donison questions and discussed his experience with college towns and roundabouts, through his experiences in Keene.

- Community Development training – the Town Planner and Assistant Planner attended training on planning law review and planning office of the future.
- At the last meeting you gave me authority to sign grant applications; we signed the 2 LCHIP grants (Old Town Hall and Merrimack trails).
- Robie's is having an open house on 7/25; Conservation Commission will be there talking about the Merrimack Riverfront trail project; Old Town Hall committee will also be there.
- We have been working with home owners on tax issues; we have been working with a resident and we got a check for \$96,000 in back taxes.
- Donna Fitzpatrick will give an update on health committee.

D. Fitzpatrick: We are at the point of having a consultant come in; we have been meeting since mid-April. We had our last presenter (CGI) come out and we got 3 total presenters. Cigna was not one that any of the 3 wanted to bring us because of pricing; we ended up with Anthem and Harvard Pilgrim products. Consultant is meeting with the committee on 7/13 and 7/20 to consolidate the data so we can bring it to you in August.

J. Sullivan: We appreciate having someone paint the welcome sign on Alice Ave. It looks very nice.

M. Miville: Robie's had a presidential candidate today; they will host one Friday at 6pm and another Sunday at 11 am. They are opening the doors at those times for refreshments.

14. PUBLIC INPUT

David Pearl, 79 Main St: Welcome to the new Councilors; this is my 15th year in Hooksett and I have witnessed a lot of challenges. I love this town because of the way we face those challenges and solve them. That is due to the people who serve this town both as volunteers and as employees. I'd like to say thank you; tonight was a good night to witness something good in our town and I was glad I could be here.

J. Sullivan: We are going to move up agenda item 19 b to this point in the agenda.

- b. 15-054 Purchase & Sales Agreement between Karen Anne Heroux (seller) and Town of Hooksett by and through the Hooksett Conservation Commission (buyer) for \$91,000

D. Winterton motioned to enter into the Purchase and Sale Agreement, as drafted, for the Heroux property, Map 04, Lot 09 for \$91,000. Seconded by D. Ross.

S. Couture: We submitted 2 grant applications to cover the cost, and the third will be submitted in the fall. The Purchase & Sales agreement has a clause that allows us to move forward with fundraising and the seller has to allow that. Clay Pond area is building up what we already have.

Roll Call-

M. Miville – Yes
J. Levesque – Yes
D. Winterton – Yes
N. Comai – Yes
D. Ross – Yes
T. Tsantoulis – Yes
R. Duhaime – Yes
J. Sullivan – Yes

Vote unanimously in favor.

Dr. Shankle: I would like to thank Christine for taking care of things while I was gone on vacation; all the staff did a great job while I was away.

5 MINUTE RECESS

15. NOMINATIONS AND APPOINTMENTS

- a. Nominations – New Volunteer(s)

N. Comai nominated Daniel Lagueux as a resident member to Economic Development Advisory Committee.

D. Winterton: Not just business owners, but also those that do business in Hooksett; I think they are going to come forward with a nomination for the General Manager of the GE Plant.

N. Comai: I am going to ask Katie to put (5) so this member is not taking a non-resident spot to still allow for 2 business members.

J. Sullivan: We have one business owner so far; if Mr. Lagueux is a resident, we can appoint 2 others as non-residents.

K. Rosengren: There is a capacity to add more resident members in the future. The wording is "at least 9 members, 4 are resident members, 3 are business members, 1 Council rep and 1 Planning Board rep." The wording is in there to allow more members.

J. Sullivan: He will be appointed at our next scheduled meeting.

- b. Appointments – Reappointment(s) and New Member(s) as of 07/01/2015

K. Rosengren: Maureen McMahon and Richard Boisvert withdrew their names from consideration.

***M. Miville motioned to appoint Steve Smith as a resident member of Economic Development Advisory Committee. Seconded by T. Tsantoulis.
Vote unanimously in favor.***

***D. Winterton motioned to appoint Denise Grafton as an alternate member of Planning Board, expiring 6/2016. Seconded by J. Sullivan.
Vote unanimously in favor.***

J. Sullivan motioned to appoint Deborah Miville and Steve Smith to Parks & Rec Advisory Board as full members, expiring 6/2018. Seconded by D. Winterton.

Vote unanimously in favor; M. Miville abstained from Deborah Miville appointment due to being a relative.

J. Sullivan: We will change the available appointed positions on the website to reflect our recent appointments and nominations.

16. SCHEDULED APPOINTMENTS

17. OLD BUSINESS

a. 14-066 Lilac Bridge Update

Dr. Shankle: Not much new to report; I am waiting for the engineers to get back to me with a proposal for the money. I will follow up with them.

b. 14-048 Town Report

J. Sullivan: This is similar to previous reports that I have drafted.

N. Comai: I think you did a beautiful job on this; you covered most everything. It's my understanding if there are more detailed things, they would be covered in another part of the report.

N. Comai motioned to accept the Council's annual report as drafted by the Chair, with minor edits, and to include it in the 2014-2015 Annual Town & School report. Seconded by D. Winterton. Vote unanimously in favor.

18. NEW BUSINESS

a. 15-053 Budget Transfers for Public Works Reorganization

C. Soucie: For the new budget that started July 1, we are incorporating what was approved at the May 27 meeting regarding the way the Public Works Director and Engineer are being funded. It is a transfer from Recycle Transfer department into Community Development and Parks, as well as a transfer from Highway. The motion is to allow the Chair to sign the budget transfer form and clarify where money is coming from (refer to transfer number) for \$43,369.

D. Winterton motioned to allow the Chair to sign the budget transfer form (transfer #2016-01) in the amount of \$43,369 and clarify where the money is coming from. Seconded by R. Duhaime.

D. Ross: I am still opposed to this reorganization; I feel it is not complying with the wishes of the voters from the vote of 2013.

Roll Call-

D. Ross – No

D. Winterton – Yes

J. Levesque – Yes

R. Duhaime – Yes

M. Miville – Yes

T. Tsantoulis – Abstained due to not being familiar enough with the issue to make a decision

N. Comai – Yes

J. Sullivan – Yes

Vote in 6-1 in favor with 1 abstention.

19. SUB-COMMITTEE REPORTS

J. Levesque: Nothing to report.

D. Ross: Nothing to report.

D. Winterton: Planning Board had a special meeting on 6/27; we were unable to make quorum to vote on an issue at our regular meeting. I want to compliment the Planning Board for having a special meeting for one applicant; it was the applicant's fault someone had to step down and quorum was not met. The town absorbed the cost of notifying the abutters; I think it sent a message to developers and the surveyor made a point to thank the Planning Board for having a special meeting. I was happy to be part of that meeting.

J. Sullivan: Heritage Commission – I gave an update on the marker program at Lincoln Park, and we reviewed the budget we will be submitting. Old Town Hall is slowly proceeding. Tin ceiling project has not started yet, but hopefully will be taken care of this summer. We plan on coming to Council for an update at a future meeting.

N. Comai: Nothing; but I'd like to say to Mr. Winterton's point, that having alternates is a good thing for meeting quorums.

D. Winterton: All members and alternates were at the special meeting of the Planning Board.

M. Miville: I am writing a piece for the town report from my position on the Budget Committee; I have never seen committee approval for that before. I normally write it and send to the committee. I attended the last Economic Development Committee, and they allowed me to participate. They are creating a survey of 100 businesses in town of all sizes. They selected the businesses at the last meeting and are coordinating with UNH Cooperative Extension to move forward with that.

R. Duhaime: Sewer is looking forward to working with the Town Engineer on the future of the land from Brox for the sewer treatment plant. I'd like to thank Dean for hiring a great guy and we look forward to working with him.

J. Sullivan: We have a reporter from the *Union Leader* here, Cyrus Moulton. Thank you for being here. Welcome to our new Councilors.

T. Tsantoulis: Thank you for expressing your confidence in me; as time goes on and I get my feet wet, I will participate more. I look forward to working with all of you.

Dr. Shankle: I thought it would be nice to invite Councilors Lizotte and Orr to the workshop and ask them to speak on things they think would have been helpful to know when they became Councilors.

J. Sullivan: Workshop is scheduled for July 22; please notify administration for any items to be added. We are going to be discussing Council procedures.

20. PUBLIC INPUT

J. Sullivan: I would like to officially close the public hearing on the conservation easements.

21. 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 8:55pm. Seconded by R. Duhaime.

Roll Call-

J. Levesque – Yes
R. Duhaime – Yes
T. Tsantoulis – Yes
M. Miville – Yes
D. Ross – Yes
N. Comai – Yes
D. Winterton – Yes
J. Sullivan - Yes

Vote unanimously in favor.

D. Ross motioned to extend the non-public session from 9:30pm to 9:40pm. Seconded by J. Levesque.

Vote unanimously in favor.

***J. Sullivan motioned to exit non-public at 9:35pm. Seconded by D. Winterton.
Vote unanimously in favor.***

***D. Winterton motioned to seal the non-public minutes of 7/8/15. Seconded by R. Duhaime.
Vote unanimously in favor.***

***D. Ross motioned to adjourn at 9:40pm. Seconded by J. Levesque.
Vote unanimously in favor.***

NOTE: The Town website www.hooksett.org may have attachments to these Town Council minutes for documents referred to in the minutes, reading file material, and/or ancillary documents that the Town Council Chair has signed as agent to expend as a result of the Council's prior approval of the documents.

Respectfully Submitted,

Tiffany Verney
Recording Clerk

Town Council

The duties and responsibilities of the Town Council are described in the Town Charter. The Charter, especially under section 3, outlines the role the Council takes in the governance of the Town of Hooksett.

In accordance to the Town Charter the Council has performed its duties and has had adhered to its role with due diligence. We have maintained a good working relationship with the Town Administrator and other governmental agencies. The 2014- 2015 year provided many opportunities for the Town to grow, succeed and continue to move Hooksett forward. The Council knows its role and will continue to meet challenges with open debate, careful deliberations and the willingness to build a community that brings all aspects of Hooksett together.

The Council meets twice a month and we encourage all to attend or participate. We also invite you to view the proceedings via video streaming which is available by visiting www.hooksett.org.

As prescribed by the Charter, the Town Report must contain “a review of all major Council actions, including a summary of ordinances enacted” as well as any actions in progress or pending before the Council”. With that the Council hereby provides a list of such accomplishments, decisions and votes.

The Council’s budget process resulted in an approved town operating budget for 2015-2016 of \$16,833,908.00 which represented a 0.32% decrease from the 2014-2015 operating budget. During our review, we were able to discuss some of the budget drivers in order to continue to provide citizen services. This included benefits for town employees, which resulted in a savings in the Town share of health insurance premiums.

- Acceptance of secretary desk , on which the Town Charter was written in 1822 , from Rev. Dr. George Robie
- Entered into a memorandum of agreement with the Army Corps of Engineers, NH DOT and the NH State Historic Preservation Office for stipulations moving forward to address the Lilac Bridge
- Signed and approved funds and documents ,with the approval of the Conservation Commission, to further support and protect the Merrimack River and Clay Pond properties
- Reviewed and discussed state road projects on Route 3, Main Street bridge repair and the future Hackett Hill/Route 3A roundabout projects
- Made changes to the investment, fund balance and condo reimbursement policies, as well as the CIP plan and Town’s safety manual
- Successfully negotiated contracts with Police and Highway department unions ,which included health insurance changes, and created a health insurance review committee
- Voted to discontinue a portion of Industrial Park Drive to allow expansion of Hooksett’s General Electric plant
- Made changes to the Administrative Code and Council Rules of Procedure and approved technology upgrades, all to improve efficiency and public awareness

- Completed Fire Station 1 upgrades and approved a cost reduction in the fees for ambulance collections from 7% to 5%
- Adopted reorganization plans and creation of a Public Works agency by combining Highway and Parks and Recreation with the Recycling and Transfer department
- Supported historic projects such as Town Hall rehabilitation with the restoration of the tin ceiling and the historic marker program
- Promoted business and community engagement and development with the community profile and business retention programs, participation in Old Home Day and installation of a POW/MIA chair in Veteran's Park

The Town Council has come a long way in its 26 years working with the Town Administrator, departments and community and has striven to improve public services, promote transparency and foster community building.

Since 1822 the Town of Hooksett has had much to celebrate and we are privileged to have dedicated individuals serving the community through elected roles, committee involvement and civic activities. The Town Council looks forward to our 200th anniversary in 2022 with great promise of making Hooksett an even better place in which to live.

Respectfully submitted on behalf of the Town Council,

James A. Sullivan

Hooksett Town Council Chair

**TOWN OF HOOKSETT
BUDGET TRANSFER REQUEST FORM**

TRANSFER # 2016-01

Please explain the purpose of this transfer request: Public Work's reorganization as approved by Council on May 27, 2015, with Assistant Director/Engineer hired at \$96,000 not the \$90,000 as anticipated.

Public Works Director's allocation: 50% Highway, 25% Recycling, 15% Parks and 10% CD.
Assistant Director/Engineer's allocation: 75% Community Development and 25% Highway.

**NEED OF FUNDS
WHERE WILL THE MONEY GO?**

Account #	Description	Current Budget	Amount Added	New Budget
001-200.4191-111.000	CD Full-time	220,435.00	21,200.00	241,635.00
001-200.4191-220.000	CD Taxes	17,562.00	1,622.00	19,184.00
001-200.4191-230.000	CD NH Retirement	24,846.00	2,368.00	27,214.00
001-450.4520-111.000	P&R Full-time	269,149.00	15,300.00	284,449.00
001-450.4520-220.000	P&R Taxes	22,471.00	1,170.00	23,641.00
001-450.4520-230.000	P&R NH Retirement	31,361.00	1,709.00	33,070.00
Totals			43,369.00	

**SOURCES OF FUNDS
WHERE WILL YOU GET THE MONEY FROM?**

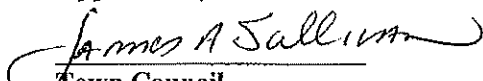
Account #	Description	Current Budget	Amount Reduced	New Budget
001-450.4311-111.000	Highway Full-time	124,789.00	(16,000.00)	108,789.00
001-450.4311-220.000	Highway Taxes	9,738.00	(1,224.00)	8,514.00
001-450.4311-230.000	Highway NH Retirement	14,218.00	(1,787.00)	12,431.00
001-500.4321-111.000	R&T Full time	124,287.00	(20,500.00)	103,787.00
001-500.4321-220.000	R&T Taxes	10,112.00	(1,568.00)	8,544.00
001-500.4321-230.000	R&T NH Retirement	14,521.00	(2,290.00)	12,231.00
Totals			(43,369.00)	

Recommended by:


Town Administrator


Finance Director

Approved by:


Town Council

7/8/2015
Council Meeting Date

Public Works Reorganization Financial Implications
 FY 2015-16 Budget

Positions	Current Budget	Highway	CD	R&T	Parks
Public Works Director	\$ 92,000	92,000			
Recycling & Transfer Superintendent	70,000			70,000	
Engineer	60,000		60,000		
	<u>222,000</u>	<u>92,000</u>	<u>60,000</u>	<u>70,000</u>	<u>-</u>

Positions	Proposed Budget	Highway	CD	R&T	Parks
Public Works Director	92,000	46,000	9,200	23,000	13,800
* Assistant Director/Engineer	96,000	24,000	72,000		
Part-Time Administrative help	15,000			15,000	
Increase for assistant crew chiefs	9,000	6,000		1,500	1,500
	<u>212,000</u>	<u>76,000</u>	<u>81,200</u>	<u>39,500</u>	<u>15,300</u>

Overall estimated cost reduction \$ 10,000 (16,000) 21,200 (30,500) 15,300

Public Works Director allocation 50% Highway, 25% R&T, 15% Parks and 10% CD

Assistant Director/Engineer allocation 75% CD and 25% Highway

Increase for assistant crew chiefs

Note: * Assistant Director/Engineer was hired at \$96,000 instead of the estimated \$90,000.

AGENDA NO. 15-021
DATE: 5-27-15

Staff Report
Reorganization of Department of Public Works
May 27, 2015

Issue:

Reorganization of Public Works, Transfer & Recycling and Community Development Departments as follows:

1. Combine the DPW, R&T and Community Development departments into a single Public Works Department with four divisions: Highway; Recycling and Transfer; Parks, Recreation & Cemeteries and Community Development.
2. Create a position called "Assistant Director of Public Works/ Town Engineer." (See attached job description.)
3. Make the Assistant Director the supervisor of the new Community Development Division and eliminate that function from the Town Planner's job description.
4. Eliminate the position of Transfer and Recycling Superintendent.
5. Eliminate the separate (never filled) position of Town Engineer.
6. Fund the Assistant position with a combination of money from the now eliminated Superintendent and Engineer positions.
7. Add part time administrative position to the department, and make other minor salary adjustments for added responsibilities for assistant crew chiefs.

I believe this will increase efficiency, clarify areas of responsibility and allow the combined department to move forward. Since there will be a reduction of two positions (Superintendent and Engineer) and the creation of two (Asst. DPW/ Engineer and part-time administrative assistant), there will be no additional positions added.

Fiscal Impact: Salaries and benefits lines will be reduced approximately \$220,000 and increased by approximately \$206,000, resulting in a net decrease in the overall budget of approximately \$16,000.

Recommendation: Motion to amend the administrative code, approve the new and revised job descriptions, approve the changes to the classification pay plan and revise the 2015-2016 budget to reflect the changes outlined above.

Prepared by: Dean Shankle

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

SALES AGREEMENT AND DEPOSIT RECEIPT

THIS AGREEMENT made this 8th day of July, 2015

Between the SELLER, Karen Anne Heroux of 15 Forest Lane, Boscawen, NH 03303, hereinafter referred to as "SELLER";

and the BUYER, The Town of Hooksett by and through the Hooksett Conservation Commission of 35 Main Street, Hooksett, NH 03106, hereinafter referred to as "BUYER".

WITNESSETH: That the SELLER agrees to sell and convey, and the BUYER agrees to buy a certain tract of land, with improvements thereon, situated on the north side of Mountain Road a/k/a The North Road a/k/a North Candia Road in the **Town of Hooksett, County of Merrimack and State of New Hampshire** being Tax Lot 9 on Tax Map 4 of the Town of Hooksett, NH (hereinafter "PREMISES") and being the same property as described in the deed of Fletcher B. Perkins to Karen Anne Heroux dated September 26, 1960 and recorded at Book 870, Page 304 in the Merrimack County Registry of Deeds;

THE SELLING PRICE: The Selling Price is NINETY-ONE THOUSAND & 00/100 Dollars (\$91,000.00);

DEPOSIT: The Deposit, which is being held in the escrow account of Mark R. Dunn, Esq. is TWO THOUSAND & 00/100 Dollars (\$2,000.00);

CASH, CERTIFIED CHECK OR BANK DRAFT on the date of transfer of title shall be made to Mark R. Dunn, Esq., as closing/escrow agent, in the amount of \$89,000.00 (less debits and plus credits) from the Buyer;

DEED: Marketable Title shall be conveyed by a Warranty Deed and shall be free and clear of all encumbrances.

TRANSFER OF TITLE: On or before December 31, 2015 at a place mutually convenient to the parties.

POSSESSION: Free and clear of all tenants and personal property as of the date of the closing;

REAL ESTATE AGENT: The Seller is represented by James Scanlon, JD, CCM of Colliers International and shall pay the real estate commission due to Colliers International, totally and completely. Buyer is not represented by any real estate agent and no commission is due to be paid by the Buyer to any real estate agent;

TITLE: If BUYER desires an examination of title he shall pay the cost thereof. If upon examination of title it is found that title is not marketable and SELLER cannot cure said defect within sixty (60) days, this agreement may be rescinded at the option of the BUYER and deposit shall be refunded to BUYER.

SURVEY OF PREMISES: The BUYER, at its sole initial expense may commission a survey of the PREMISES if it so desires;

TESTS & INSPECTIONS: BUYER, its agents and employees may enter the PREMISES for purposes of making measurements, surveys and environmental assessments, fundraising activities and generally examining the PREMISES at BUYER'S sole risk and expense. BUYER shall have the right, at BUYER'S sole cost and expense, at reasonable times, to perform such reasonable tests, studies and surveys of the PREMISES as it deems appropriate, including soil, water and subsurface investigation, and other environmental tests and inspections, with the requirement that it provide all such tests, studies, and surveys to the SELLER; provided, however, BUYER (1) shall defend, indemnify and hold SELLER harmless from and against all costs, damages and liabilities arising out of such activities and (2) shall, in the event it does not purchase the property interests described hereunder, reasonably repair any and all damage caused by such activities; and (3) shall provide Certificates of such insurance to Seller in form and substance acceptable to SELLER. If the results of these tests are unsatisfactory to the BUYER, then the BUYER, at its option, may rescind this Agreement with written notice to the SELLER.

FINANCING: Obtaining grants from public, private and non-profit granting agencies to partially finance the acquisition of the PREMISES by the BUYER is critical. To that end, the SELLER agrees to help the BUYER prepare, assist, execute and submit such documentation for any grant application requested by the BUYER and to otherwise provide such access to the PREMISES and other information and assistance as BUYER may reasonably request in completing said grant applications all at no expense to the SELLER;

REAL ESTATE TAXES: Real estate taxes shall be prorated as of the date of the closing.

NEW HAMPSHIRE STATE TRANSFER TAX: The BUYER and SELLER agree to split the NH State Transfer Tax equally in the event a transfer tax is imposed. However, it is the belief of the BUYER that the transaction is tax exempt as a transfer into a subdivision of the State of New Hampshire pursuant to RSA 78-B:2, I;

LIQUIDATED DAMAGES: If the BUYER shall default in the performance of its obligations under this agreement, the amount of the deposit shall become the property of the Sellers as reasonable liquidated damages. If SELLER shall default in the performance of her obligations under this Agreement, the SELLER's share of the Survey expenses, as defined in the Agreement above, shall be deemed the BUYER's liquidated and shall be payable to the BUYER;

PRIOR STATEMENTS: All representations, statements, and agreements heretofore made between the parties hereto are merged in this agreement, which alone fully and completely expresses their respective obligations, and this agreement is entered into by each party after opportunity for investigation, neither party relying on any statements or representations not embodied in this agreement, made by the other or on its behalf.

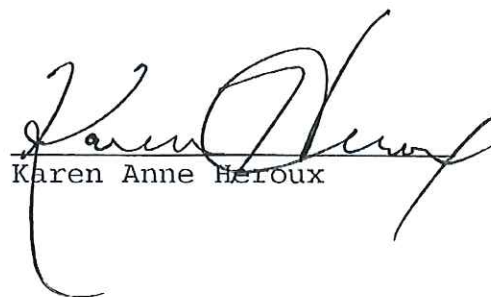
OPERATIVE STATE LAW: This Agreement shall be interpreted under the laws of the State of New Hampshire. This Agreement shall be binding on the heirs and assigns of both the Seller and the Buyer. All singular nouns shall be considered plural as the context suggests and vice versa and all male pronouns shall be considered as female pronouns as the context suggests and vice versa.

WITNESS the signatures of the above parties on the day and year first above written:

In the presence of:

SELLER:


Witness


Karen Anne Heroux

BUYER:

TOWN OF HOOKSETT

Donna J Fitzpatrick
Witness

BY: James A Sullivan
Name: James A. Sullivan
Title: Town Council Chair
Duly Authorized



Town of Hooksett, NH

Town Council District 1
Candidate Selection Process 1 year Term

The Hooksett Town Council is seeking a 1 year term (07/01/15-06/30/16) candidate for the District 1 Town Council seat. Candidate must reside in Hooksett for at least 1 year & currently reside in District 1. Completed Application for Appointed Town Board Position must be received no later than 06/30/15 to: Town of Hooksett, Attn: Town Council, 35 Main Street, Hooksett, NH 03106 or email townadministrator@hooksett.org. Applications are available via www.hooksett.org or at the Town of Hooksett address above. Candidates are invited to attend the Town Council's 07/08/15 meeting at Town Hall Chambers, 35 Main Street, Hooksett, NH @ 6:30pm at which time the Council will make their nomination/appointment for the District 1 seat. Questions should be directed to the Administration Department 603-485-8472."

**TOWN OF HOOKSETT
PUBLIC HEARING NOTICE**

The Hooksett Town Council will be holding a public hearing on Wednesday, August 12, 2015 @ 6:30pm at the Hooksett Town Hall Council Chambers, 35 Main Street, Hooksett, NH. The purpose of the public hearing is to give the public Martin's Ferry Road, Hooksett, NH speed limit study data and to get their comments about this roadway for the Town Council to establish a speed limit for Martin's Ferry Road. The speed limit study is available for viewing in the Administration Dept. and questions should be directed to them at 603-485-8472.

**Staff Report
Martin's Ferry Road
June 24, 2015**

AGENDA NO. 15-047
DATE: 6-24-15

Background: Some residents who live on Martin's Ferry Road had been complaining to the police department and wanted them to enforce the 25 mph posted speed limit. State law states that roads of that type need to be posted at 30 mph unless a study indicates that they should be lower. Upon review, staff could not find that any such study was done.

I authorized the study. As you can see, the study recommends that the speed limit be set at 30 mph.

Even though we could not find any information relating to the speed limit having been legally changed I believe that the prudent approach to take is to hold a public hearing and then vote to set the speed limit at 30.

Fiscal Impact: 0

Recommendation: A motion to move the process of setting the speed limit on Martin's Ferry Road to 30 mph by posting a public hearing for a future council meeting.

Prepared by: Town Administrator



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

MEMORANDUM

Ref: 1609A

To: Dean E. Shankle, Jr., Town Administrator
Hooksett, New Hampshire

From: Stephen G. Pernaw, P.E., PTOE

Subject: Martin's Ferry Road – Speed Limit Evaluation

Date: May 5, 2015

In accordance with our agreement dated April 9, 2015, Pernaw & Company, Inc. has completed the speed limit study for Martin's Ferry Road. This effort involved measuring the velocity of free flowing vehicles at two separate locations, and assessing the maximum comfortable speeds on curves, spacing of intersections, pavement condition, shoulder conditions, vehicle-pedestrian conflicts, and relevant traffic control devices. **Based on this engineering and traffic investigation, Pernaw & Company, Inc. recommends that the posted speed limit be changed from 25 mph to 30 mph.** The purpose of this memorandum is to summarize our findings that formed the basis for this recommendation.

BACKGROUND

The goal of this study is to establish a speed limit that is reasonable and safe for Martin's Ferry Road. There will always be differences of opinion as to what is "reasonable" among drivers, nearby residents, decision makers and enforcement personnel. Studies have shown that changing a speed limit seldom changes the speed characteristics of the traffic stream. From a traffic engineering standpoint, a primary consideration in setting speed limits is the 85th percentile speed, or the speed at which 85-percent of the vehicles travel at or below. Speed limits are often set at the nearest 5 mph to the 85th percentile. Nevertheless, this finding must be tempered by other considerations such as the geometric features of the roadway, roadside development, surface and shoulder considerations, and pedestrian/bicycle conflicts.

EXISTING CONDITIONS

Martin's Ferry Road is approximately 0.7 miles in length and it functions as a two-lane bi-directional collector roadway that extends from North River Road to the west, to U.S. Route 3 (US3) to the east. The pavement measures approximately 22-feet in width and it is delineated with a four-inch double-yellow centerline (passing maneuvers prohibited) and four-inch white edge lines. Grass and gravel shoulders of variable width extend beyond the "cape cod" berm on both sides of the roadway. The horizontal alignment of Martin's Ferry Road is curvilinear and the vertical profile follows a rolling terrain. A spot grade of 6% is present several hundred feet west of US3. The speed limit is currently posted at 25 mph.

Intersections along Martin's Ferry Road include Cemetery Road (a loop road with two intersections), Sherwood Drive, Benton Road and McAllister Street. The majority of abutting parcels are occupied by single-family residences.

TRAVEL SPEEDS

The free-flow speed of approaching vehicles was measured at two locations on Martin's Ferry Road: east of Benton Road and west of Benton Road (vicinity of Sherwood Drive) in April 2015. The following table summarizes the speed data by location and travel direction. The tally sheets showing the raw data and other statistical summaries are attached.

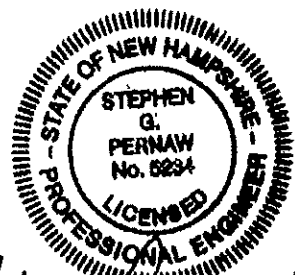
Martin's Ferry Road Speed Summary - MPH

	East of Benton Road		West of Benton Road	
	Eastbound	Westbound	Eastbound	Westbound
Average Speed	33	34	35	34
85th Percentile Speed	38	37	38	38
Posted Speed Limit	25	25	25	25

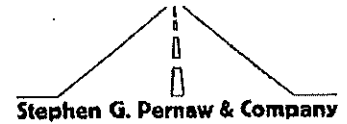
This data indicates that the free-flow travel speeds are relatively consistent between the two study locations, and both the average and 85th percentile speeds exceed the current speed limit by a considerable margin.

CONCLUSION / RECOMMENDATION

Although the 85th percentile speed data initially suggests that a posted speed limit of 35 mph may be appropriate, posting the speed limit at 30 mph is recommended given: the horizontal and vertical alignment features of Martin's Ferry Road, the roadway widths involved, the lack of paved shoulders, the comfortable speed on the curves, and that the majority of the abutting land uses are residential.



Stephen G. Perna 5/11/15



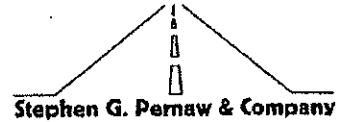
Spot Speed Study

Client: Town of Hooksett
Job #: 1609A
Town/City: Hooksett, New Hampshire

Location: East of Benton Road
Date: 4/24/2015
Weather: Fair

I. Recorded Data

Eastbound		Westbound	
Observation	Speed (mph)	Observation	Speed (mph)
1	31	1	32
2	34	2	30
3	27	3	41
4	36	4	36
5	32	5	31
6	30	6	31
7	31	7	30
8	33	8	37
9	32	9	36
10	31	10	32
11	33	11	39
12	27	12	26
13	28	13	31
14	29	14	31
15	28	15	33
16	36	16	42
17	37	17	34
18	38	18	32
19	35	19	28
20	34	20	37
21	31	21	35
22	29	22	33
23	33	23	35
24	31	24	37
25	36	25	34
26	36	26	33
27	38	27	40
28	38	28	37
29	39	29	35
30	32	30	33
31	39	31	36
32	30	32	35
33	35	33	32
34	31	34	33
35	34	35	34
36	30	36	35
37	28	37	39
38	37	38	27
39	38	39	34
40	38	40	33
41	32	41	32
42	32	42	31



Spot Speed Study

Client: Town of Hooksett
Job #: 1609A
Town/City: Hooksett, New Hampshire

Location: East of Benton Road
Date: 4/24/2015
Weather: Fair

I. Recorded Data

Eastbound		Westbound	
Observation	Speed (mph)	Observation	Speed (mph)
43	35	43	35
44	31	44	32
45	29	45	36
46	41	46	34
47	34	47	31
48	30	48	29
49	33	49	39
50	36	50	35

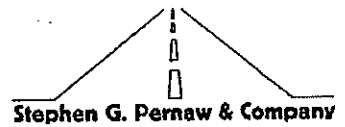
II. Statistical Summaries

Eastbound

Observations = 50 vehicles
 High Speed = 41.0 mph
 Low Speed = 27.0 mph
 Average Speed = 33.2 mph
 Median Speed = 33.0 mph
 Standard Deviation = 3.5 mph
 85th Percentile = 37.7 mph
 Posted Speed Limit = 25 mph

Westbound

Observations = 50 vehicles
 High Speed = 42.0 mph
 Low Speed = 26.0 mph
 Average Speed = 33.9 mph
 Median Speed = 34.0 mph
 Standard Deviation = 3.4 mph
 85th Percentile = 37.0 mph
 Posted Speed Limit = 25 mph



Spot Speed Study

Client: Town of Hooksett
Job #: 1609A
Town/City: Hooksett, New Hampshire

Location: West of Benton Road
Date: 4/24/2015
Weather: Fair

I. Recorded Data

Eastbound		Westbound	
Observation	Speed (mph)	Observation	Speed (mph)
1	36	1	33
2	32	2	33
3	47	3	37
4	31	4	38
5	31	5	36
6	28	6	37
7	32	7	37
8	38	8	29
9	36	9	31
10	41	10	34
11	33	11	30
12	34	12	32
13	35	13	32
14	38	14	33
15	33	15	29
16	31	16	33
17	41	17	34
18	35	18	29
19	31	19	37
20	42	20	35
21	37	21	35
22	35	22	28
23	31	23	28
24	40	24	34
25	31	25	44
26	33	26	33
27	34	27	39
28	37	28	29
29	32	29	38
30	32	30	33
31	33	31	34
32	35	32	42
33	37	33	33
34	35	34	40
35	34	35	32
36	31	36	44
37	42	37	43
38	38	38	32
39	35	39	33
40	41	40	33
41	35	41	33
42	36	42	32



Spot Speed Study

Client: Town of Hooksett
Job #: 1609A
Town/City: Hooksett, New Hampshire

Location: West of Benton Road
Date: 4/24/2015
Weather: Fair

I. Recorded Data

Eastbound	
Observation	Speed (mph)
43	37
44	32
45	32
46	30
47	33
48	34
49	29
50	37

Westbound	
Observation	Speed (mph)
43	34
44	32
45	29
46	29
47	34
48	27
49	36
50	36

II. Statistical Summaries

Eastbound

Observations = 50 vehicles
 High Speed = 47.0 mph
 Low Speed = 28.0 mph
 Average Speed = 34.9 mph
 Median Speed = 34.5 mph
 Standard Deviation = 3.8 mph
 85th Percentile = 38.0 mph
 Posted Speed Limit = 25 mph

Westbound

Observations = 50 vehicles
 High Speed = 44.0 mph
 Low Speed = 27.0 mph
 Average Speed = 34.0 mph
 Median Speed = 33.0 mph
 Standard Deviation = 4.0 mph
 85th Percentile = 37.7 mph
 Posted Speed Limit = 25 mph

Hooksett Police Department

15 Legends Drive
 Hooksett, NH 03106
 603-624-1560

Site Code: 00000001
 Station ID:
 Martins Ferry Road
 Benton Road
 Latitude: 0' 0.0000 Undefined

Speed Analysis Report For Martins Ferry Rd. June 2014

COMBINED

Report for 6/27/2003 1:41:00 AM to 7/3/2003 1:11:51 PM

COMBINED GAP STATISTICS - 2 To 26+ by 2 Seconds

Seconds	2	4	6	8	10	12	14	16	18	20	22	24	26	28
Count	82	30	29	21	17	9	15	13	14	12	12	17	11	1345
Percent	5.0	1.8	1.8	1.3	1.0	0.6	0.9	0.8	0.9	0.7	0.7	1.0	0.7	82.7

SPEED STATISTICS - 35 to 95+ by 5 MPH

Speed in MPH	1 - 35	36 - 40	41 - 45	46 - 50	51 - 55	56 - 60	61 - 65	66 - 70	71 - 75	76 - 80	81 - 85	86 - 90	91 - 95	96 - 999
Count	1173	428	70	13	1	2	1	0	0	1	4	0	0	19
Percent	68.5	25.0	4.1	0.8	0.1	0.1	0.1	0.0	0.0	0.1	0.2	0.0	0.0	1.1

Over Speed	35	40	45	50	55	60	65	70	75	80	85	90	95	999
Count	539	111	41	28	27	25	24	24	24	23	19	19	19	0
Percent	31.5	6.5	2.4	1.6	1.6	1.5	1.4	1.4	1.4	1.3	1.1	1.1	1.1	0.0

Percentile	5%	10%	15%	45%	50%	55%	85%	90%	95%
Speed	23	26	28	33	33	34	38	39	41

Average 35
 (Mean)

Pace Speed 29-38
 Number in 1200
 Pace
 Percent in 70.1
 Pace

Hooksett Police Department

15 Legends Drive
Hooksett, NH 03106
603-624-1560

Site Code: 00000001
Station ID:
Martins Ferry Road
Benton Road
Latitude: 0' 0.0000 Undefined

Speed Analysis Report For Martins Ferry Rd. June 2014

COMBINED

Speed	Volume
1	1
2	0
3	0
4	1
5	0
6	0
7	0
8	1
9	2
10	0
11	2
12	2
13	0
14	5
15	7
16	3
17	3
18	4
19	8
20	6
21	10
22	14
23	20
24	28
25	33
26	32
27	51
28	66
29	85
30	93
31	76
32	160
33	150
34	152
35	158
36	147
37	102
38	77
39	56
40	46
41	34
42	15
43	12
44	5
45	4
46	3
47	4
48	4
49	1
50	1
51	0
52	1
53	0
54	0
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56	1
57	1
58	0
59	0
60	0
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253	0	
254	19	

Hooksett Police Department

15 Legends Drive
 Hooksett, NH 03106
 603-624-1560

This data was repeated to capture traffic when school is in session.

Site Code: 00000002
 Station ID:
 Martins Ferry Road
 Latitude: 0' 0.0000 Undefined

Speed Analysis Report For Martins Ferry Road September 2014

COMBINED

Report for 9/8/2014 9:39:21 AM to 9/14/2014 3:47:45 PM

COMBINED GAP STATISTICS - 2 To 26+ by 2 Seconds

Seconds	2	4	6	8	10	12	14	16	18	20	22	24	26	28
Count	5990	4825	3284	2160	1766	1441	1111	996	842	703	620	523	513	5089
Percent	20.1	16.2	11.0	7.2	5.9	4.8	3.7	3.3	2.8	2.4	2.1	1.8	1.7	17.0

SPEED STATISTICS - 35 to 95+ by 5 MPH

Speed in MPH	1 - 35	36 - 40	41 - 45	46 - 50	51 - 55	56 - 60	61 - 65	66 - 70	71 - 75	76 - 80	81 - 85	86 - 90	91 - 95	96 - 999
Count	19606	8196	1796	226	46	5	0	0	0	0	0	0	0	1
Percent	65.6	27.4	6.0	0.8	0.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Over Speed	35	40	45	50	55	60	65	70	75	80	85	90	95	999
Count	10270	2074	278	52	6	1	1	1	1	1	1	1	1	0
Percent	34.4	6.9	0.9	0.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Percentile	5%	10%	15%	45%	50%	55%	85%	90%	95%
Speed	21	24	26	33	33	34	38	40	41

Average 33
 (Mean)

Pace Speed 30-39
 Number in 19169
 Pace

Percent in 64.2
Pace

Hooksett Police Department

This data was repeated to capture traffic when school is in session.

15 Legends Drive
Hooksett, NH 03106
603-624-1560

Site Code: 00000002
Station ID:
Martins Ferry Road

Latitude: 0' 0.0000 Undefined

Speed Analysis Report For Martins Ferry Road September 2014

COMBINED

Speed	Volume
8	8
9	26
10	21
11	21
12	33
13	22
14	33
15	52
16	60
17	93
18	143
19	285
20	366
21	442
22	563
23	589
24	609
25	673
26	684
27	767
28	972
29	1229
30	1520
31	1639
32	1896
33	2213
34	2346
35	2301
36	2232
37	2034
38	1666
39	1322
40	942
41	699
42	458
43	320
44	190
45	129
46	80
47	59
48	41
49	31
50	15
51	18
52	11
53	10
54	4
55	3
56	3
57	0
58	1
59	1
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AGENDA NO. Consent
DATE: 8/12/15

Staff Report
Acceptance of Donation from Professional Electrical
Contractors of CT., Inc.
08-12-2015

Background: Per RSA 31:95-b III (b) for such amount less than \$10,000. Council shall post notice in the agenda and shall include notice in the minutes of a Council meeting in which such moneys or donations are discussed.

Issue: To accept the donation we received for the total value of \$100.00 from Professional Electrical Contractors of CT., Inc.

Discussion: Professional Electrical Contractors of CT., Inc. is donating \$100.00 to the Hooksett Fire-Rescue in memory of Sandra Anderson.

Fiscal Impact: The donation is a gift to the Hooksett Fire Department.

Recommendation: Motion to accept the donation in the value of \$100.00 from Professional Electrical Contractors of CT., Inc. to the Hooksett Fire Rescue Dept. per RSA 31:95-b III (b).

Prepared by: Acting Fire Chief Dean Jore

Town Administrator Recommendation: *concur*



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

AGENDA NO. consent
DATE: 8/12/15

Staff Report
Acceptance of Donation from Margaret L. & Arthur D. Saul
08-12-2015

Background: Per RSA 31:95-b III (b) for such amount less than \$10,000. Council shall post notice in the agenda and shall include notice in the minutes of a Council meeting in which such moneys or donations are discussed.

Issue: To accept the donation we received for the total value of \$50.00 from Margaret L. and Arthur D. Saul.

Discussion: Margaret L. and Arthur D. Saul are donating \$50.00 to the Hooksett Fire-Rescue in memory of Sandra (Cole) Anderson.

Fiscal Impact: The donation is a gift to the Hooksett Fire Department.

Recommendation: Motion to accept the donation in the value of \$50.00 from Margaret L. and Arthur D. Saul to the Hooksett Fire Rescue Dept. per RSA 31:95-b III (b).

Prepared by: Acting Fire Chief Dean Jore

Town Administrator Recommendation: *consent*



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

**Staff Report
Consent Agenda Item
August 12, 2015**

AGENDA NO. 8/12/15
DATE: consent

Background: Per RSA 31:95-b, III (b) for such amount less than \$10,000.00, the Council shall post notice in the agenda and shall include notice in the minutes of a Council meeting in which such moneys are discussed.

Issue: To accept a money donation from the Hooksett Garden Club.

Discussion: The Hooksett Garden Club made a \$250 donation to the Conservation Commission for the Merrimack Riverfront Trails project.

Fiscal Impact: These funds do not require any matching amounts or other financial obligation by the Town of Hooksett.

Recommendation: Motion to accept the \$250 donation from the Hooksett Garden Club for the Merrimack Riverfront Trails, under RSA 31:95-b, III (b).

Prepared by: Carolyn Cronin, Assistant Planner

Town Administrator Recommendation: *concur*



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

Staff Report
Acceptance of Donation from Hooksett Memorial School, Jeans
Fund
August 12, 2015

AGENDA NO. 8/12/15
DATE: Consent

Background:

Per RSA 31:95-b III (b) for such amount less than \$ 10,000, Council shall post notice in the agenda and shall include notice in the minutes of a Council meeting in which such moneys or donations are discussed.

Issue:

To accept a donation of \$97.00 we received which was raised by the Hooksett Memorial School. A fund raiser was held by the Hooksett Memorial School, that asked parents/students to donate any pairs of jeans they no longer used, that would be donated to children in need. They would like to donate excess funds, which were acquired through their fundraising efforts to help sponsor a child to attend the Fun in the Sun Program.

Discussion:

The School wanted to donate \$97.00 to offer assistance to a child to attend camp for at least one week. The Department of Public Works, Parks & Recreation Division is very grateful and would like to thank the Hooksett Memorial School for their kind donation. The Fun in the Sun Summer Camp program runs for 8 weeks during the summertime out of the Town Hall gym.

Fiscal Impact:

There will be no fiscal impact, as it will be revenue for the Fun in the Sun Summer Camp Program. The funds that the town will receive are \$97.00, one time donation.

Recommendation:

Motion to accept the donation in the value of \$97.00 from the Hooksett Memorial School to the Fun in the Sun Program per RSA 31:9-b III (b)

Prepared by: Diane Boyce, Public Works Director

Town Administrator Recommendation: *consent*


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

<p style="text-align: center;">TOWN OF HOOKSETT AVAILABLE APPOINTED POSITIONS</p>

CONSERVATION COMMISSION

(1) Alternate Member, exp. 6/2018

ECONOMIC DEVELOPMENT ADVISORY COMMITTEE

Resident Members

(2) Hooksett Business Members

HERITAGE COMMISSION

(2) Full Members, exp. 6/2016

(1) Full Member, exp. 6/2018

(1) Alternate Member, exp. 6/2017

(1) Alternate Member, exp. 6/2018

PARKS & RECREATION ADVISORY BOARD

(1) Full Member, exp. 6/2018

PLANNING BOARD

(1) Alternate Member, exp. 6/2017

RECYCLING & TRANSFER ADVISORY COMMITTEE

(1) Alternate Member, exp. 6/2018

SOUTHERN NEW HAMPSHIRE PLANNING COMMISSION

(1) Full Member, exp. 6/2018

TOWN HALL PRESERVATION COMMITTEE

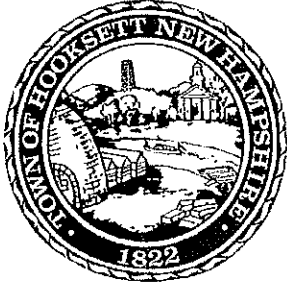
(5) Full Members

ZONING BOARD OF ADJUSTMENT

(1) Alternate Member, exp. 6/2016

These are unpaid volunteer positions. If interested in being nominated for an appointed position, please fill out the volunteer application form and send it to:

Town of Hooksett, Administration Department, 35 Main Street, Hooksett, NH 03106.



Town of Hooksett

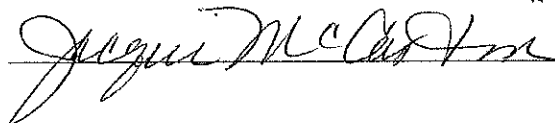
APPLICATION FOR APPOINTED TOWN BOARD POSITION

Date Submitted: July 23, 2015

Name: Jacqui (Jacqueline) McCartin Phone: 603 268 0220

Address: 1465 Hooksett Rd #70, Hooksett NH 03106

Email Address: jacqui.mccartin@verani.com

Signature: 

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?

Approximately 30 years

Why are you seeking this position?

I am currently an Alternate on this board, and would like to return to full membership. I have been on the P&RAB for approximately 6 years, some time in the capacity as the Chair of the board.

Do you have any specific goals or objectives?

To continue the work of the board: Increase awareness of the parks and recreation opportunities with our residents, monitor the impact fees so none are returned and new opportunities are sought and developed in conjunction with the P&R Dept, Conservation Commission and Town Council.

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

Past P&RAB member and chair.
Area Real Estate agent, interested in our community.

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

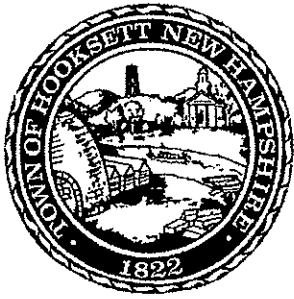
None

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

Volunteer member of other organizations in Hooksett: Granite Hill BOD - Treasurer,
Membership director of the Amoskeag Rowing Club.

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

Parks & Recreation Advisory Board - Alternate since 2014; Full member since 2009, Chair 2011-2013.



Town of Hooksett

APPLICATION FOR APPOINTED TOWN BOARD POSITION

Date Submitted: 7/21/2015

Name: MIKE HORNE Phone: 540-9608

Address: 1 MONROE DR HOOKSETT, NH

Email Address: HORNE MW @ GMAIL.COM

Signature: Michael W Horne

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 - *ALTERNATE*

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?

31 YEARS

Why are you seeking this position?

TO ASSIST NEW MEMBERS WITH HISTORIC INFORMATION
AND KNOWING VARIOUS ASPECTS ABOUT HOOKSETT'S
PROPERTY & INFRASTRUCTURE

Do you have any specific goals or objectives?

TO UPDATE PARKS & REC MASTER PLAN (5, 10, 25 YRS)

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

UNDERSTAND BOARD ADMINISTRATIVE REQMTS
ENGINEER
PROBLEM SOLVER & COLLABORATOR

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

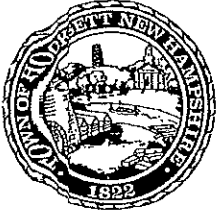
NONE UNLESS CEMETERY TRUSTEE CAUSES IT.
I'M A MEMBER OF KIWANIS AND TRAILS CMYTY
BUT WILL NOT BE A CONFLICT

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

I'M A KNOWN ENTITY.

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

P&RAB MANY YEARS
CEMETERY TRUSTEE - CURRENT
SUPERVISOR OF CHECKLIST 11



Town of Hooksett

APPLICATION FOR APPOINTED TOWN BOARD POSITION

Date Submitted: June 23 2015
Name: Daniel Laguenx Phone: 603 851-4979
Address: 12 Thistle Lane Hooksett NH 03106
Email Address: dan@taphousenh.com
Signature: [Handwritten Signature]

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? 12 years.

Why are you seeking this position? To help community.

Do you have any specific goals or objectives? To make this community a place where Businesses feel comfortable expanding their Business.

Please list special skills, talents or experience pertinent to the position sought: Business owner in Hooksett.

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

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

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



Town of Hooksett

Cost & Utilization Summary

Executive Report

Current Paid Period: 1/2014 – 12/2014*

Prior Paid Period: 1/2013 – 12/2013*

HealthTrust January Pool Period: 1/2014 – 12/14*

**Excludes Medcomp claims data*

Membership Summary

Females: **46.7%** of membership
Males: **53.3%** of membership

HealthTrust January Pool Norm is **49.6%**
HealthTrust January Pool Norm is **50.4%**

Subscriber Average Age: **44**
Member Average Age: **32**

HealthTrust January Pool Norm is **47**
HealthTrust January Pool Norm is **36**

Cost Share Summary

Member paid dollars represent the portion of the claim payment for which the member is liable (i.e. member copay, coinsurance and deductibles).

The member's cost share of medical dollars paid is **3.8%** compared to **4.9%** of the HealthTrust January Pool Norm.

Employer paid dollars represents claims processed by Anthem on behalf of HealthTrust.

The employer's cost share of medical dollars paid is **96.1%** compared to **96.4%** of the HealthTrust January Pool Norm.

Medical Paid Amount Summary

	Current Period	Prior Period
Total Claims Paid:	\$1,401,510	\$2,194,124
Total Paid PMPM:	\$352.58	\$546.62
Average Medical Claim Paid:	Female: \$4,416	Female: \$6,039
	Male: \$3,736	Male: \$6,857
% Adult Annual Well Visits:	47.4%	53.0%
% Utilized Health Plan:	96.1%	88.8%

Total High Claimants with Paid Amounts >\$75,000

	Current Period	Prior Period
Amount Paid:	\$270,689	\$832,066
Total Claimants:	2	6

Medical Claims by Setting (% of Total Claims Paid)

	Current Period	Prior Period	HealthTrust January Pool Norm
Inpatient:	7.5%	19.7%	20.4%
Outpatient:	46.0%	45.9%	42.3%
Professional:	45.3%	33.7%	35.9%

Town of Hooksett

Health Insurance Review

William Bald, CRM, CIC, MBA
RISK-ex Global, LLC



Health Insurance Review Committee

Committee Members:

- Dr. Dean E. Shankle, Jr., Administration
- Donna Fitzpatrick, Administration/HR
- Brian Williams, Police Union Alternate
- Carol Granfield, Retiree
- Irene Beaulieu, Central Hooksett Water Precinct
- Dave Nadeau, Fire-Rescue Union
- Gary Lambert, Retiree
- Linda O'Keefe, Sewer Dept.
- Ian Tewksbury, Fire-Rescue Union
- Jessica Call, Public Works Dept.
- Jo Ann Duffy, Community Development
- Evelyn Horn, Community Development
- Kim Blichmann, Tax Dept.
- Mathew Bose, Library Dept.
- Nancy Philibotte, Hooksett Village Water Precinct
- Robert Hebert, Public Works Union
- Steve Colburn, Fire-Rescue Dept.
- Valerie Lamy, Police Union



Health Insurance Review Committee

10 Meetings - 2 hours each meeting

- April 15, 2015
- April 27, 2015
- May 11, 2015
- May 18, 2015
- June 5, 2015
- June 22, 2015
- June 29, 2015
- July 13, 2015
- July 20, 2015
- July 27, 2015



Contents

- National Perspective
- Benchmarking
- Trends
- Medical Loss Ratio (MLR)
- Process
- CGI – Anthem/HRA Review
- Coverage Comparison
- Financial Comparison
- Excise Tax
- Employee Survey
- Recommendations



National Perspective

- 2014 Average Employer Premiums:
 - Single \$6,025 (\$7032 – Sector)
 - Family \$16,834 (\$19,464 – Sector)
- Average rate increase 3% (KFF) 5.8% (UBA)

Plan Type	Renewal Rate Increase
CDHP	5.6%
Non-CDHP	2.7%
PPO	2.8%
HMO	2.6%
POS	2.7%
EPO	4.5%
Overall Average	3.6%

*Data from Kaiser Family Foundation and UBA National Surveys



National Perspective

- Covered employees pay on average 16% (\$1081) of single coverage (\$1392 Sector) and 29% (\$4823) for families (\$5136 Sector)
- Average \$500 Single Deductible and \$1500 Family (Sector)
- 25% of employers offer retiree coverage (Sector)

*Data from Kaiser Family Foundation and UBA National Surveys



Benchmarking

New England has the highest health care costs in the country:



Benchmarking

Government has the highest cost of any industry:

Industry	Average Cost per Employee
Government, Education, Utilities	\$16,809
Financial, Insurance, Real Estate	\$16,014
Professional, Scientific, Technology Services	\$9,725
Manufacturing	\$9,400
Health Care, Social Assistance	\$9,333
Construction, Agriculture, Transportation	\$9,119
Wholesale, Retail	\$8,935
Information, Arts, Accommodations & Food	\$8,748
All Plans	\$9,504



Benchmarking

Government has the lowest Employee Contribution:

Employee Contribution by Industry

Average Contribution by Industry in 2014	Employee	Employer
Accommodation and Food Services	1.0%	1.0%
Administrative, Support, Waste Management, and Remediation Services	1.0%	1.0%
Agriculture, Forestry, Fishing, and Hunting	1.0%	1.0%
Arts, Entertainment, and Recreation	1.0%	1.0%
Construction	1.0%	1.0%
Educational Services	1.0%	1.0%
Finance and Insurance	1.0%	1.0%
Health Care and Social Assistance	1.0%	1.0%
Information	1.0%	1.0%
Management of Companies and Enterprises	1.0%	1.0%
Manufacturing	1.0%	1.0%
Mining, Oil and Gas Extraction	1.0%	1.0%
Other Services	1.0%	1.0%
Professional, Scientific, and Technical Services	1.0%	1.0%
Retail Trade	1.0%	1.0%
Transportation and Warehousing	1.0%	1.0%
Utilities	1.0%	1.0%
Wholesale Trade	1.0%	1.0%

Benchmarking

- Hooksett has "Platinum" level plans (HMO & PPO)
- These plan designs provide better coverage than private employer plans which tend to be "Silver"
- Key Finding – Plan similar to municipal peers; however better benefits than similar sized private employers in NH
- See Benchmarking Analysis

National Trends

- Growth of "High Performance" Narrow Network Plans
- Continuing push toward cost controls brand name drugs and incentives to utilize generics and mail order - \$0 generics and 4 or 5 tier formularies
- Private Exchanges/Defined Contribution
- Consumer Directed Health Plans

Medical Loss Ratio

- Industry Target is 85%
- For-profit insurers require a higher margin than non-profit insurers to satisfy stockholders
- MLR Significantly Impacts Pricing
- 3 Prior Years Matter Most
- Generally, Less Volatility in rates if you have a multi-year history with an insurer
- Hooksett PY 2013 – 122%
- Hooksett PY 2014 – 81.5%
- Hooksett Last 12 Months ending - Pending

Process Overview

- Request for Information/Proposals (performed by committee):
 - Associations – HealthTrust/Anthem (Current), NH Interlocal Trust/Harvard
 - Commercial Brokers – CGI, Clark, Davis & Towle, HUB
 - CGI was the only Commercial Broker to Present



CGI Proposal

- CGI presented standard private employer options from Anthem and Harvard Pilgrim
- Private employer options tend to shift more costs to the employees in the form of higher PCP and Specialist Co-pays, Rx Co-pays and Coinsurance and Deductibles for Hospital Services
- Cost shifting to employees provides premium savings
- CGI has recommended the implementation of a Section 105 Health Reimbursement Arrangement as a way for the Town to cover claims on behalf of employees subject to the Hospital Services Deductible.
- HRAs are very popular with private employers
- CGI would administer the HRA on behalf of the Town.
- Hooksett "self-insurers" the HRA and can use premium savings to fund HRA Claims; however the liability may be significant



CGI Proposal

- Anthem and Harvard Plan Designs offer premium savings on the POS plan designs; however minimal savings on the HMO and cost increases on the HSA. The premium savings would be used by the Town to pay self-insured HRA claims.
- Committee Members expressed significant concerns regarding the cost shifts including doctor's co-pays and Rx co-pays. Medcomp pricing was also higher.
- Recommendation to review similar higher deductible product offerings with HealthTrust and NHIT as they offer similar plan designs and the ability to include an HRA if the council is interested in this type of option.
- An HRA is a promise by the Town to pay employee claims subject to the deductible



Financial Comparison

	HealthTrust	CGI/Anthem
POS	\$1,460,426	\$1,103,078
HMO	\$82,358	\$63,176
HSA	\$95,154	\$124,272
Total Premium (July 2015 Enrollment) (aka Best Case)	\$1,637,938	\$1,290,585
Worst Case HRA Cost	N/A	\$471,000
Expected HRA Claims - 36.5%	N/A	\$171,915
Total Cost @ Maximum Claims	\$1,637,938	\$1,761,585
Total Cost @ Expected Claims	\$1,637,938	\$1,462,500
Potential Savings @ Expected	N/A	\$175,438
Break Even HRA Claims	N/A	\$347,353



CGI Proposal Consideration

- Committee Members expressed significant concerns regarding the cost shifts not applicable to HRA funding including:
 - Increased PCP Co-pays from \$10 to \$25
 - Increased Specialist Co-pays from \$10 to \$50
 - Rx Co-pay \$10/\$30/\$50 or 30%
 - Higher mail order costs (2 or 3 co-pays vs. 1)
 - Challenge to effectively budget HRA claims



Coverage Comparison: HealthTrust vs. NHIT

- PPO
- HMO
- HSA
- SEE Excel based Plan Comparison



Consolidated Financial Comparison

	HealthTrust	NH Interlocal
POS	\$1,460,426	\$1,346,294
HMO	\$82,358	\$75,808
HSA	\$95,154	\$88,035
Total (July 2015 Enrollment)	\$1,637,938	\$1,510,137
Estimated Savings		\$127,801



Excise Tax Potential 2018

- Excise "Cadillac" Tax 2018
 - Employers must pay 40% over \$10,200 Single and \$27,500 Family (Police & Fire: \$11,800 Single, \$30,950 Family)
- Value is based on both employer and employee contributions for medical coverage, health FSAs, HRAs, onsite clinics and employer HSA contributions.
- Tiering Strategies may delay penalty
- Significant Potential for Penalties
- Highly Uncertain



Excise Tax Potential - HealthTrust

4.5% Medical Inflation				5.5% Medical Inflation			
POS	2018	2019	2020	POS	2018	2019	2020
	\$49,526.25	\$73,797.73	\$99,161.43		\$65,159.10	\$95,684.05	\$127,887.87
HMO	2018	2019	2020	HMO	2018	2019	2020
	\$766.91	\$2,158.62			\$292.91	\$1,967.82	\$3,734.85
"HSA"	2018	2019	2020	"HSA"	2018	2019	2020

6.5% Medical Inflation				7.5% Medical Inflation			
POS	2018	2019	2020	POS	2018	2019	2020
	\$81,091.13	\$118,201.65	\$157,724.36		\$97,325.18	\$141,362.57	\$188,702.76
HMO	2018	2019	2020	HMO	2018	2019	2020
	\$1,167.10	\$3,203.36	\$5,371.98		\$2,057.87	\$4,474.21	\$7,071.77
"HSA"	2018	2019	2020	"HSA"	2018	2019	2020



Excise Tax Potential - NHIT

4.5% Medical Inflation				5.5% Medical Inflation			
POS	2018	2019	2020	POS	2018	2019	2020
	\$10,755	\$33,282			\$3,082	\$30,193	\$58,795
HMO	2018	2019	2020	HMO	2018	2019	2020
"HSA"	2018	2019	2020	"HSA"	2018	2019	2020

6.5% Medical Inflation				7.5% Medical Inflation			
POS	2018	2019	2020	POS	2018	2019	2020
	\$17,233	\$50,192	\$85,294		\$31,651	\$70,763	\$112,808
HMO	2018	2019	2020	HMO	2018	2019	2020
	\$567	\$2,564			\$1,737	\$4,129	
"HSA"	2018	2019	2020	"HSA"	2018	2019	2020



Medicare Supplement Comparison

	HealthTrust— Medicomp III	NH Interlocal— ME50
Part A Coverage	\$0	\$0
Part B Coverage	\$0	\$5
Prescription Drug Coverage	\$10/\$20/\$45	\$0/\$25/\$40
Monthly Premium	\$496.84	\$527.11



Employee Survey Highlights

- In making the decision to work for the Town, 98% of employees indicated that the benefit package was *Important* or *Very Important* in their decision.
- Low employee premiums and low out of pocket expenses are very important to employees; however employees will agree to pay more for better benefits.
- 70% of employees would like the Town to offer Domestic Partner Coverage
- Increased education regarding the benefit plans is wanted with group meetings and better written and web access favored.
- 26 Employees are *Likely* or *Somewhat Likely* to accept the Town's buy-out if it is increased to 50% of the cost of the insurance (9 survey respondents are already opting out).



Recommendations

- Transparency Tools – “Shopping”
- Increased Employee Education
 - Establish a 12 month benefit communication plan
- Incentives for Generic Rx - \$0 Co-pay (NHIT only)
 - The average wholesale price of a 30 day generic Rx is \$11.38. Brand is \$178.00
- Assess - 4 Tier Rating
- Addition of Domestic Partner Coverage
- Reassess Excise Tax in early 2017



Recommendations

- Recommended Plan Design – Keep benefits similar to current levels
- Recommend Insurer for premium savings NHIT (\$127,801 – 2015 Premiums). Harvard and NHIT are both non-profit.
- Increase employee Opt-out to 50% of premium up to a maximum of \$5000
- Approach unions with NHIT recommendation



Questions

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Inside This Report

- Monthly Premiums
- Employee Contributions
- Cost Per Employee
- Renewal Increases
- Plan Design Details
- Rx Drug Plan Design
- Section 125 Plans



2014 PLAN COST / PLAN DESIGN BENCHMARK

Report Prepared By



GENERAL PLAN INFORMATION

Survey Benchmarks	Client	National	Regional	State	Industry Group
Number of Health Plans Reported		16,467	3,323	205	1,476
Offer HRA or HSA	No	33.6%	41.4%	56.8%	39.2%
Annual Employer Contribution		\$1,353	\$1,473	\$1,869	\$1,250
Percent of Employees Waiving Coverage		23.6%	27.7%	29.6%	21.8%
Offer Waiver Bonus		3.2%	6.2%	4.0%	8.7%
Annual Single Waiver Bonus		\$1,592	\$1,348	\$1,552	\$2,295
Minimum # Hours / Week for Full-Time Eligibility	30 Hours	65.5%	49.9%	42.4%	60.8%
Offer More Than One Medical Plan		44.9%	56.3%	48.0%	49.1%
Offer Company-Sponsored Wellness Program		18.4%	25.9%	38.3%	28.3%
Full Identity Treatment Covered		22.4%	51.5%	40.0%	21.4%
Same Sex Domestic Partners Covered		33.9%	48.9%	46.4%	31.6%
Offer Early (Pre-65) Retiree Coverage		4.5%	4.1%	1.6%	23.9%
Offer Regular (Post-65) Retiree Coverage	Yes	4.0%	5.3%	2.4%	17.6%
Type of Retiree Plan Offered	FFS	8.4%	7.1%	0.0%	12.2%
Total Monthly Premium - Single					
Total Monthly Premium - Family					

(Industry) Gov/Educator/Util. (State) NH (Employees) 50 - 199

PLAN COST

Survey Benchmarks	Client	National	Regional	State	Industry Group
Number of Health Plans Reported		7,473	794	30	730
Specific Plan Information					
Type of Active Employee Plan Offered	PPO	47.8%	25.1%	14.9%	51.1%
Funding Method	Fully Insured	84.8%	79.0%	90.0%	74.2%
Most Recent Renewal Increase / Decrease		5.5%	5.0%	2.3%	4.5%
Average Annual Costs Per Employee					
Average Annual Cost per Employee		\$9,828	\$12,117	\$13,372	\$11,182
Employer Share		\$5,881	\$7,797	\$8,757	\$7,850
Employee Share		\$3,947	\$4,320	\$4,615	\$3,332
Total Monthly Premiums					
Type of Premium Split (2, 3, 4, or 5+)	3 Tiers	9.3%	14.9%	20.0%	14.2%
Total Monthly Premiums					
Single		\$533	\$576	\$586	\$586
EE+1		\$1,147	\$1,155	\$1,169	\$1,214
EE+CH		N/A	N/A	N/A	N/A
EE+SP		N/A	N/A	N/A	N/A
Family		\$1,537	\$1,648	\$1,644	\$1,622
Family (Composite Non-Single)		\$1,354	\$1,449	\$1,332	\$1,446

(Industry) Gov/Educator/Util. (State) NH (Employees) 50 - 199

EMPLOYEE CONTRIBUTIONS

Survey Benchmarks	Client	National	Regional	State	Industry Group
Number of Health Plans Reported		7,473	794	30	730
Employee Share of Premiums					
Monthly Employee Premium Share (\$)					
Single		\$139	\$167	\$178	\$116
EE+1		\$361	\$398	\$427	\$273
EE+CH		N/A	N/A	N/A	N/A
EE+SP		N/A	N/A	N/A	N/A
Family		\$506	\$562	\$648	\$428
Family (Composite Non-Single)		\$423	\$485	\$489	\$335
Monthly Employee Premium Share (%)					
Single		26.6%	28.9%	27.8%	20.5%
EE+1		31.8%	34.0%	33.6%	24.2%
EE+CH		N/A	N/A	N/A	N/A
EE+SP		N/A	N/A	N/A	N/A
Family		33.2%	34.0%	36.3%	27.8%
Family (Composite Non-Single)		31.7%	33.5%	34.9%	24.7%
% of Plans Requiring No Employee Contribution					
Single		12.3%	7.0%	0.0%	19.6%
EE+1		8.9%	6.1%	0.0%	10.9%
EE+CH		N/A	N/A	N/A	N/A
EE+SP		N/A	N/A	N/A	N/A
Family		8.8%	6.0%	0.0%	12.7%
Family (Composite Non-Single)		8.7%	6.0%	0.0%	10.8%
% of Employees Electing Dependent Coverage		N/A	N/A	N/A	N/A

(Industry) Gov/Educator/Util. (State) NH (Employees) 50 - 199

PLAN DESIGN



Survey Benchmarks	Client	National	Regional	State	Industry Group
Number of Health Plans Reported		7,473	794	30	730
CoPays					
Primary Care Physician CoPay		\$25	\$20	\$25	\$25
Specialty Care Physician CoPay		\$40	\$30	\$30	\$30
Urgent Care CoPay		\$50	\$50	\$50	\$50
Emergency Room CoPay		\$150	\$100	\$150	\$150
Separate In-Hospital Admission CoPay		\$250	\$350	\$375	\$250
In-Network Benefits					
Deductible - Single		\$1,000	\$1,000	\$1,000	\$650
Deductible - Family		\$3,000	\$2,500	\$3,000	\$1,500
Plan Coinsurance		80%	100%	100%	80%
Out-of-Pocket Maximum - Single		\$3,500	\$3,000	\$3,000	\$3,000
Out-of-Pocket Maximum - Family		\$8,000	\$6,500	\$6,000	\$6,000
Out-of-Network Benefits					
Deductible - Single		\$2,000	\$1,500	\$2,000	\$1,000
Deductible - Family		\$4,500	\$3,000	\$5,000	\$3,000
Plan Coinsurance		60%	70%	70%	60%
Out-of-Pocket Maximum - Single		\$7,000	\$5,000	\$5,000	\$5,000
Out-of-Pocket Maximum - Family		\$15,000	\$10,000	\$11,000	\$11,375
Deductible Required					
Single		93.8%	73.6%	93.3%	91.9%
Family		92.4%	73.7%	93.3%	91.6%
Maximum Lifetime Benefit	Unlimited	N/A	N/A	N/A	N/A

(Industry) Gov/Education/Util. (State) NH (Employees) 50 - 199

PRESCRIPTION DRUGS / SECTION 125 PLANS



Survey Benchmarks	Client	National	Regional	State	Industry Group
Number of Health Plans Reported		16,467	3,323	205	1,476
Prescription Drug Coverage					
Separate Rx Deductible Included		11.3%	12.2%	10.5%	7.2%
Annual Single Rx Deductible		\$150	\$100	\$500	\$100
CoPays, Coinsurance, or Both					
# of CoPay or Coinsurance Tiers	3	67.8%	81.5%	59.3%	69.1%
Generic CoPay		\$7	\$7	\$7	\$7
Formulary Brand CoPay		\$10	\$15	\$10	\$10
Non-Formulary Brand CoPay		\$35	\$30	\$30	\$30
4th Tier CoPay		\$55	\$50	\$50	\$50
Mail Order - # of Retail CoPays / 90 day supply	1 x Retail	N/A	N/A	N/A	N/A
		5.3%	1.3%	5.0%	6.6%
Section 125 Plans					
Medical FSA Offered		23.5%	39.5%	33.1%	35.0%
Annual Maximum Contribution Allowed		\$2,500	\$2,500	\$2,500	\$2,500
Average Annual Employee Contribution		\$1,334	\$1,312	\$1,364	\$1,323
% of EEs Participating		25.4%	26.1%	23.6%	22.2%
Limited Purpose FSA Offered		3.1%	2.7%	6.5%	3.7%
Dependent Care FSA Offered		22.1%	29.2%	30.6%	32.1%
Annual Maximum Contribution Allowed		\$5,000	\$5,000	\$5,000	\$5,000
Average Annual Employee Contribution		\$3,521	\$3,655	\$4,031	\$3,460
% of EEs Participating		4.0%	3.6%	3.3%	3.6%

(Industry) Gov/Education/Util. (State) NH (Employees) 50 - 199

DEFINITIONS



Regions	States
Northeast	CT, DE, DC, MA, MD, ME, NH, NJ, NY, Eastern PA, RI, VT
North Central	IL, IN, KY, OH, Western PA, MI, WI, WV
Southeast	AL, FL, GA, MS, NC, SC, TN, VA
Central	AR, CO, IA, KS, LA, MN, MO, ND, NE, NM, OK, SD, TX
West	AK, AZ, CA, HI, ID, MT, NV, OR, UT, WA, WY

Industry Categories
Manufacturing
Wholesale Trade; Retail Trade
Professional / Scientific / Technical Services
Health Care & Social Assistance
Finance & Insurance; Real Estate and Renting & Leasing
Public Administration; Education Services; Utilities
Information; Arts / Entertainment / Recreation; Accommodation & Food Services
Construction; Agriculture / Forestry / Fishing & Hunting; Mining / Oil & Gas Extraction; Transportation & Warehousing
Mgmt of Companies & Enterprises; Administration & Support and Waste Mgmt & Remediation Services; Other Services

Employee Size Categories
< 25
25 -49
50 - 199
200 +

urvey



Survey

EE Size Category
5,433
39.8%
\$1,411
21.8%
4.8%
\$1,575
66.4%
69.3%
19.8%
24.0%
33.5%
5.0%
5.1%
2.4%

Survey

EE Size Category
2,463
46.9%
66.6%
6.3%
\$9,890
\$6,283
\$3,608
9.9%
\$535
\$1,169
N/A
N/A
\$1,574
\$1,383

inSurvey

EE Size
Category
2,463

\$139
\$396
N/A
N/A
\$570
\$474
27.0%
35.3%
N/A
N/A
37.5%
35.7%

9.6%
5.5%
N/A
N/A
6.3%
5.4%
N/A

Survey

EE Size
Category
2,463

\$25
\$40
\$50
\$150
\$275

\$1,000
\$3,000
80%
\$3,500
\$8,000

\$2,000
\$4,500
60%
\$7,000
\$15,000

93.3%
92.0%
N/A

Survey

EE Size
Category
5,433

8.1%
\$100

71.8%
60.0%
\$10
\$35
\$55
N/A
3.9%

34.7%
\$2,500
\$1,328
25.3%
4.3%
32.3%
\$5,000
\$3,606
4.0%



inSurvey



NAICS Ranges

31 - 32 - 33

42 - 44 - 45

54

62

52 - 53

22 - 61 - 62

51 - 71 - 72

11-21-23-48-49

55 - 56 - 81



Employer Health Benefits

2014 Summary of Findings

Employer-sponsored insurance covers about 149 million nonelderly people.¹ To provide current information about employer-sponsored health benefits, the Kaiser Family Foundation (Kaiser) and the Health Research & Educational Trust (HRET) conduct an annual survey of private and nonfederal public employers with three or more workers. This is the sixteenth Kaiser/HRET survey and reflects employer-sponsored health benefits in 2014.

The key findings from the survey, conducted from January through May 2014, include a modest increase in the average premiums for family coverage (3%). Single coverage premiums are 2% higher than in 2013, but the difference is not statistically significant. Covered workers generally face similar premium contributions and cost-sharing requirements in 2014 as they did in 2013. The percentage of firms (55%) which offer health benefits to at least some of their employees and the percentage of workers covered at those firms (62%) are statistically unchanged from 2013. The percentage of covered workers enrolled in grandfathered health plans - those plans exempt from many provisions of the Affordable Care Act (ACA) - declined to 26% of covered workers from 36% in 2013. Perhaps in response to new provisions of the ACA, the average length of the waiting period decreased for those with a waiting period and the percentage with an out-of-pocket limit increased. Although employers continue to offer coverage to spouses, dependent and domestic partners, some employers are instituting incentives to influence workers' enrollment decisions, including nine percent of employers who attach restrictions for spouses' eligibility if they are offered coverage at another source, or nine percent of firms who provide additional compensation if employees do not enroll in health benefits.

HEALTH INSURANCE PREMIUMS AND WORKER CONTRIBUTIONS

In 2014, the average annual premiums for employer-sponsored health insurance are \$6,025 for single coverage and \$16,834 for family coverage. The average family premium rose 3% over the 2013 average premium. Single coverage premiums rose 2% in 2014 but are not statistically different than the 2013 average premium. During the same period, workers' wages increased 2.3% and inflation increased 2%. Over the last ten years, the average

EXHIBIT A
Average Annual Health Insurance Premiums and Worker Contributions for Family Coverage, 2004-2014



SOURCE: Kaiser/HRET Survey of Employer-Sponsored Health Benefits, 2004-2014.

premium for family coverage has increased 69% (Exhibit A). Premiums have increased less quickly over the last five years (2009 to 2014), than the preceding five year period (2004 to 2009) (26% vs. 34%).

Average premiums for high-deductible health plans with a savings option (HDHP/SAOs) are lower than the overall average for all plan types for both single and family coverage (Exhibit B), at \$5,299 and \$15,401, respectively. There are important differences in premiums by firm size: the average premium for family coverage is lower for covered workers in small firms (3-199 workers) than for workers in larger firms (\$15,849 vs. \$17,265).

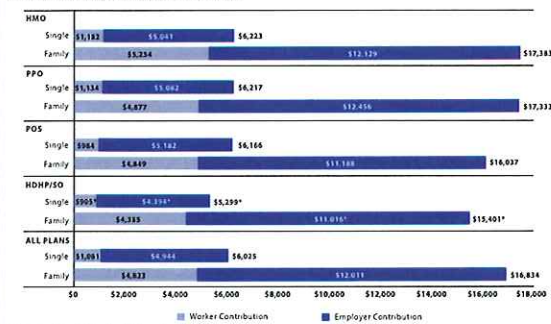
Premiums vary significantly around the averages for single and family coverage, resulting from differences in benefits, cost sharing, covered populations, and geographical location. Twenty percent of covered workers are in plans with an annual total premium for family coverage of at least \$20,201 (120% of the average family premium), and 20% of covered workers are in plans where the family premium is less than \$13,467 (80% of the average family premium). The distribution is similar around the average single

premium (Exhibit C). Most often, employers require that workers make a contribution toward the cost of the premium. Covered workers contribute on average 18% of the premium for single coverage and 29% of the premium for family coverage, the same percentages as in 2013. Workers in small firms (3-199 workers) contribute a lower average percentage for single coverage compared to workers in larger firms (16% vs. 19%), but they contribute a higher average percentage for family coverage (35% vs. 27%).

Workers in firms with a higher percentage of lower-wage workers (at least 35% of workers earn \$23,000 or less) contribute higher percentages of the premium for single coverage (27% vs. 18%) and for family coverage (44% vs. 28%) than workers in firms with a smaller share of lower-wage workers.

As with total premiums, the share of the premium contributed by workers varies considerably among firms. For single coverage, 57% of covered workers are in plans that require them to make a contribution of less than or equal to a quarter of the total premium, 2% are in plans that require a contribution of more

EXHIBIT B
Average Annual Firm and Worker Premium Contributions and Total Premiums for Covered Workers for Single and Family Coverage, by Plan Type, 2014



* Estimate is statistically different from All Plans estimate by coverage type (p < .05).
SOURCE: Kaiser/HRET Survey of Employer-Sponsored Health Benefits, 2014.

than half of the premium, and 14% are in plans that require no contribution at all. For family coverage, 42% of covered workers are in plans that require them to make a contribution of less than or equal to a quarter of the total premium and 15% are in plans that require more than half of the premium, while only 5% are in plans that require no contribution at all for family coverage (Exhibit D).

Looking at the dollar amounts that workers contribute, the average annual premium contributions in 2014 are \$1,081 for single coverage and \$4,823 for family coverage. Covered workers' average dollar contribution to family coverage has increased 41% since 2004 and 37% since 2009 (Exhibit A). Workers in small firms (3-199 workers) have lower average contributions for single coverage than workers in larger firms (\$902 vs. \$1,160), but higher average contributions for family coverage (\$5,508 vs. \$4,523). Workers in firms with a higher percentage of lower-wage workers (at least 35% of workers earn \$23,000 or less) have higher average contributions for family coverage (\$6,472 vs. \$4,693) than workers in firms with lower percentages of lower-wage workers.

PLAN ENROLLMENT

PPO plans remain the most common plan type, enrolling 58% of covered workers in 2014. Twenty percent of covered workers are enrolled in a high-deductible plan with a savings option (HDHP/SAO), 13% in an HMO, 8% in a POS plan, and less than 1% in a cost-sharing plan known as an indemnity plan (Exhibit E). Enrollment in HDHP/SAOs increased significantly between 2009 and 2011, from 8% to 17% of covered workers, but has plateaued since then (Exhibit E). In 2014, twenty-seven percent of firms offering health benefits offer a high-deductible health plan with a health reimbursement arrangement (HIDRA) or a health savings account (HSA) qualified HDHP.

Enrollment distribution varies by firm size; for example, PPOs are relatively more popular for covered workers at large firms (200 or more workers) than smaller firms (63% vs. 46%), and POS plans are relatively more popular among smaller firms than large firms (17% vs. 4%).

EMPLOYEE COST SHARING

Most covered workers face additional out-of-pocket costs when they health

care services. Eighty percent of covered workers have a general annual deductible for single coverage that must be met before most services are reimbursed by the plan. Even workers without a general annual deductible often face other types of cost sharing when they use services, such as copayments or coinsurance for office visits and hospitalizations.

Among covered workers with a general annual deductible, the average deductible amount for single coverage is \$1,217. The average annual deductible is unchanged from last year (\$1,155), but has increased from \$826 in 2009 (Exhibit F). Deductibles differ by firm size: for workers in plans with a deductible, the average deductible for single coverage is \$1,779 in small firms (3-199 workers), compared to \$971 for workers in larger firms. Covered workers in small firms are significantly more likely to have high general annual deductibles compared to those in larger firms. Sixty-one percent of covered workers in small firms are in a plan with a deductible of at least \$1,000 for single coverage compared to 32% in larger firms; a similar pattern is seen for those in plans with a deductible of at least \$2,000 (34% for small firms vs. 11% for larger firms) (Exhibit C).

EXHIBIT C
Distribution of Annual Premiums for Single and Family Coverage Relative to the Average Annual Single or Family Premium, 2014



NOTE: The average annual premium is \$4,837 for single coverage and \$16,834 for family coverage. The premium distributions are relative to the average single or family premium. For example, \$4,838 is 80% of the average single premium, \$5,819 is 90% of the average single premium, \$18,476 is 110% of the average single premium, and \$25,295 is 120% of the average single premium. The same logic applies to family coverage.

The large majority of workers also have to pay a portion of the cost of physician office visits. Almost three in four covered workers pay a copayment (a fixed dollar amount) for office visits with a primary care physician (73%) or a specialist physician (72%), in addition to any general annual deductible their plan may have. Smaller shares of workers pay coinsurance (a percentage of the covered amount) for primary care office visits (18%) or specialty care visits (21%). For in-network office visits, covered workers with a copayment pay an average of \$24 for primary care and \$36 for specialty care. For covered workers with coinsurance, the average coinsurance for office visits is 18% for primary and 19% for specialty

care. While the survey collects information only on in-network cost sharing, it is generally understood that out-of-network cost sharing is higher.

The cost sharing that a person pays when they fill a prescription usually varies with the type of drug - for example whether it is a generic, brand-name, or specialty drug - and whether the drug is considered preferred or not on the plan's formulary. These factors result in each drug being assigned to a tier that represents a different level or type of cost sharing. Eighty percent of covered workers are in plans with three or more tiers of cost sharing. Copayments are the most common form

of cost sharing for tiers one through three and coinsurance is the most common form of cost sharing for drugs on the fourth or higher tier of formularies. Among workers with three or more tier plans, the average copayments in these plans are \$11 for first-tier drugs, \$31 for second-tier drugs, \$53 for third-tier drugs, and \$83 for fourth-tier drugs. Apart from first-tier drugs, the average copayment amounts are similar to those reported last year. HDHP/SAOs have a somewhat different cost-sharing pattern for prescription drugs than other plan types: just 62% of covered workers are enrolled in a plan with three or more tiers of cost sharing, while 15% are in plans that pay the full cost of prescriptions once

the plan deductible is met, and 17% are in a plan with the same cost sharing for all prescription drugs.

Most workers also face additional cost sharing for a hospital admission or an outpatient surgery episode. After any general annual deductible is met, 62% of covered workers have a coinsurance and 10% have a copayment for hospital admissions. Lower percentages have per diem (per diem) payments (5%), a separate hospital deductible (3%), or both copayments and coinsurance (10%). The average coinsurance rate for hospital admissions is 19%, the average copayment is \$280 per hospital admission, the average per diem charge is \$37, and the average separate annual hospital deductible is \$400. The cost-sharing provisions for outpatient surgery are similar to those for hospital admissions, as most covered workers have either coinsurance (64%) or copayments (16%). For covered workers with cost sharing for each outpatient surgery episode, the average coinsurance is 19% and the average copayment is \$157.

Most plans limit the amount of cost sharing workers must pay each year,

generally referred to as an out-of-pocket maximum. The ACA, which requires that non-grandfathered health plans, with a plan year starting in 2014 have an out-of-pocket maximum of \$6,350 or less for single coverage and \$12,700 for family coverage or less. In 2014, 94% percent of covered workers have an out-of-pocket maximum for single coverage, significantly more than 88% in 2013. While most workers have out-of-pocket limits, the actual dollar limits differ considerably. For example, among covered workers in plans that have an out-of-pocket maximum for single coverage, 54% are in plans with an annual out-of-pocket maximum of \$3,000 or more, and 10% are in plans with an out-of-pocket maximum of less than \$1,500.

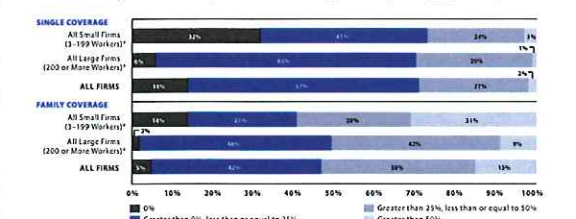
AVAILABILITY OF EMPLOYER-SPONSORED COVERAGE

Fifty-five percent of firms offer health benefits to their workers, statistically unchanged from 57% last year and 61% in 2012. The likelihood of offering health benefits differs significantly by size of firm, with only 44% of employers with 3 to 9 workers offering coverage, but virtually all employers with 1,000 or more workers

offering coverage to at least some of their employees. Ninety percent of workers are in a firm that offers health benefits to at least some of its employees, similar to 2013 (90%). Offer rates also differ by other firm characteristics: 53% of firms with relatively fewer younger workers (less than 35% of the workers are age 26 or younger) offer health benefits compared to 39% of firms with a higher share of younger workers.

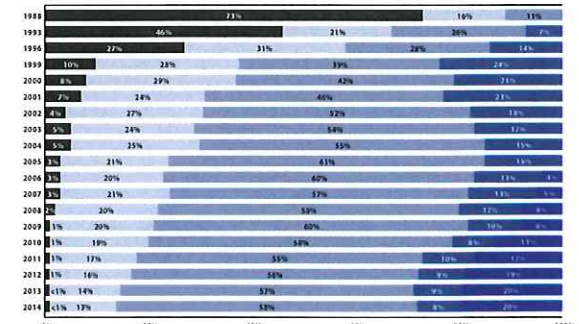
Even in firms that offer health benefits, not all workers are covered. Some workers are not eligible to enroll as a result of waiting periods or minimum work-hour rules. Other workers do not enroll in coverage offered to them because of the cost of coverage or because they are covered through a spouse. Among firms that offer coverage, an average of 77% of workers are eligible for the health benefits offered by their employer. Of those eligible, 80% take up their employer's coverage, resulting in 62% of workers in offering firms having coverage through their employer. Among both firms that offer and do not offer health benefits, 55% of workers are covered by health plans offered by their employer, similar to 2013 (56%).

EXHIBIT D
Distribution of Percentage of Premium Paid by Covered Workers for Single and Family Coverage, by Firm Size, 2014



* Estimate is statistically different between All Small Firms and All Large Firms (p < .05).
SOURCE: Kaiser/HRET Survey of Employer-Sponsored Health Benefits, 2014.

EXHIBIT E
Distribution of Health Plan Enrollment for Covered Workers, by Plan Type, 1988-2014



NOTE: Information was not collected for POS plans in 1988. A gap on the change in type of enrollment for 2003 is likely attributable to a surveying error in the Census Bureau's data on the number of state and local government workers and nonfederal public employees from the weights. See the Survey Design and Methods section of the Kaiser/HRET Survey of Employer-Sponsored Health Benefits for additional information.
SOURCE: Kaiser/HRET Survey of Employer-Sponsored Health Benefits, 1988-2014; KPMG Survey of Employer-Sponsored Health Benefits, 1992, 1996, 1998, 2000, 2004, 2008, 2010, 2012, 2014.
Legend: HMO, PPO, POS, HDHP/SAO, Other.

RETIREE COVERAGE

Twenty-five percent of large firms (200 or more workers) that offer health benefits in 2014 also offer retiree health benefits, similar to the percentage (28%) in 2013 but down from 35% in 2004. Among large firms (200 or more workers) that offer retiree health benefits, 92% offer health benefits to early retirees (workers retiring before age 65), 72% offer health benefits to Medicare-age retirees, and 3% offer a plan that covers only prescription drugs. There may continue to be evolution in the way that employers structure and deliver retiree benefits. Among large firms offering health benefits, 25% of firms are considering

changing the way they offer retiree coverage because of the new public health insurance exchanges established by the ACA. In addition to the public exchanges, there is considerable interest in exchange options offered by private firms. Four percent of large employers currently offer their retiree benefits through a private exchange.

WELLNESS, HEALTH RISK ASSESSMENTS AND BIOMETRIC SCREENINGS

Employers continue to offer programs in large numbers that help employees identify issues with their health and engage in healthier behavior. These include

offering their employees the opportunity to complete a health risk assessment, and offering a variety of wellness programs that promote healthier lifestyles, including better diet and more exercise. Some employers collect biometric information from employees (e.g., cholesterol levels and body mass index) to use as part of their wellness and health promotion programs.

About one-third of employers (33%) offering health benefits provide employees with an opportunity to complete a health risk assessment. A health risk assessment includes questions about medical history, health status, and lifestyle, and is designed

to identify the health risks of the person being assessed. Large firms (200 or more workers) are more likely than smaller firms to ask employees to complete a health risk assessment (51% vs. 32%). Among these firms, 51% of large firms (200 or more workers) report that they provide a financial incentive to employees that complete the assessment. Thirty-six percent of firms with a financial incentive for completing a health risk assessment reported that the maximum value of the incentive is \$500 or more.

Fifty-one percent of large firms (200 or more workers) and 26% of smaller firms offering health benefits report offering biometric screening to employees. A biometric screening is a health examination that measures an employee's risk factors, such as body weight, cholesterol, blood pressure, stress, and nutrition. Of these firms, one percent of large firms require employees to complete a biometric screening to enroll in the health plan; and 8% of large firms report that employees may be financially rewarded or penalized based on meeting biometric outcomes.

Virtually all large employers (200 or more workers) and most smaller employers offer at least one wellness program. Seventy-four percent of employers offering health

benefits offer at least one of the following wellness programs in 2014: 1) weight loss programs, 2) gym membership discounts or on-site exercise facilities, 3) biometric screening, 4) smoking cessation programs, 5) personal health coaching, 6) classes in nutrition or healthy living, 7) web-based resources for healthy living, 8) flu shots or vaccinations, 9) Employee Assistance Programs (EAP), or a 10) wellness newsletter. Large firms (200 or more workers) are more likely to offer one of these programs than smaller firms (95% vs. 73%). Of firms offering health benefits and a wellness program, 36% of large firms (200 or more workers) and 18% of smaller firms offer employees a financial incentive to participate in a wellness program, such as smaller premium contributions, smaller deductibles, higher HSA/HRA contributions or gift cards, travel, merchandise or cash. Among firms with an incentive to participate in wellness programs, only 12% of all firms and 33% of large firms believe that incentives are "very effective" at encouraging employees to participate. In lieu of or in addition to incentives for participating in wellness programs, 12% of large firms have an incentive for completing wellness programs.

PROVIDER NETWORKS

High Performance or Tiered Networks. Nineteen percent of employers offering health benefits have high performance or tiered networks in their largest health plan. These programs identify providers that are more efficient or have higher quality care, and may provide financial or other incentives for employees to use the selected providers. Employers may use different criteria to determine which providers are in which tier. Fifty-nine percent of firms whose largest plan includes a high performance or tiered provider network stated that the network tiers were determined both by providers' quality and cost/efficiency, followed by 33% who selected "cost-efficiency."

Narrow Networks. Some employers are limiting their provider networks to reduce the cost. Six percent of employers with 50 or more employees reported that their plan eliminated hospitals to reduce cost and eight percent offer a plan considered a narrow network plan. Only six percent of employers with 50 or more workers offering health benefits stated that "narrow networks" are a very effective strategy to contain cost, less than other strategies such as "wellness program" (28%) and

EXHIBIT F

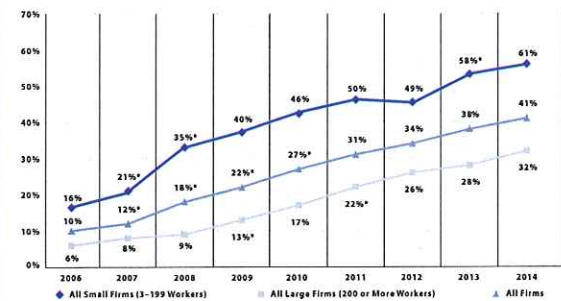
Among Covered Workers the Prevalence and Average Value of General Annual Health Plan Deductible for Single Coverage, 2006-2014

	2006	2007	2008	2009	2010	2011	2012	2013	2014
Percent of Covered Workers with a General Annual Deductible for Single Coverage	55%	59%*	59%	63%	70%*	74%	72%	78%*	80%
Average General Annual Deductible for Single Coverage	\$584	\$616	\$735*	\$826*	\$917*	\$991	\$1,097*	\$1,135	\$1,217

* Estimates are significantly different from estimate for the previous year shown (p < .05). SOURCE: Kaiser/HRET Survey of Employer-Sponsored Health Benefits, 2006-2014.

EXHIBIT G

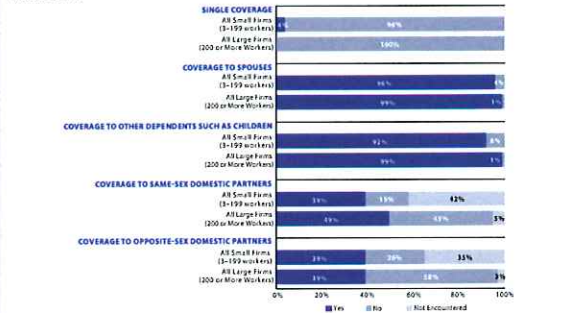
Percentage of Covered Workers Enrolled in a Plan with a General Annual Deductible of \$1,000 or More for Single Coverage, by Firm Size, 2006-2014



* Estimate is statistically different from estimate for the previous year shown (p < .05). NOTE: These estimates include workers enrolled in HDHP/HSO and other plans. Average general annual health plan deductible for PPO, POS plans, and HDHP/HSO are for most work settings. SOURCE: Kaiser/HRET Survey of Employer-Sponsored Health Benefits, 2006-2014.

EXHIBIT H

Among Firms Offering Benefits, Percent of Firms Which Offer Coverage to Spouses, Dependents and Domestic Partners, by Firm Size, 2014



NOTE: In 2008, we changed the report criteria to account for firms which had not encountered the issue because they have no workers in the category and have corporate policy. This measure adjusted for these firms that report "not encountered" as a policy on the issue. SOURCE: Kaiser/HRET Survey of Employer-Sponsored Health Benefits, 2014.

"consumer drive health plan" (22%).

Retail Health Clinics. Fifty-seven percent of employers offering health benefits cover services provided by retail health clinics. These may be health clinics located in grocery stores or pharmacies to treat minor illnesses or provide preventive services, such as vaccines or flu shots. Among firms covering services in these settings, eight percent provide a financial incentive to receive services in a retail clinic instead of a physician's office.

EMPLOYEE AND DEPENDENT ELIGIBILITY

Waiting Period. The ACA limits waiting periods to no more than 90 days for non-grandfathered plans with plan years beginning after January 1, 2014. The average length of waiting periods for the covered workers who face a waiting period decreased from 2.3 months in 2013 to 2.1 months in 2014. Twenty-three percent of large firms and 10% of small firms with a waiting period indicated that they decreased the length of their waiting period during the last year. As more firms renew their plans in 2014 and lose grandfathering status more firms will be subject to this provision.

Dependent Coverage.

The overwhelming majority of firms which offer coverage to at least some employees offer coverage to dependents (96%) (Exhibit H). Thirty-nine percent of firms offer coverage to same-sex domestic partners, the same percentage that offers coverage to opposite-sex domestic partners. Both percentages are similar to 2012. The last time the survey included this question. Some employers are requiring additional cost sharing (5%) or restricting eligibility for spouses (9%) to

enroll if they have an offer of coverage from another source. Eighteen percent of large firms provide compensation or benefits to employees who do not enroll in coverage.

OTHER TOPICS

Grandfathered Health Plans. The ACA exempts "grandfathered" health plans from a number of its provisions, such as the requirements to cover preventive benefits without cost sharing or the new rules for small employers' wellness ratings and benefits. An employer-sponsored health plan can be grandfathered if it covered a worker when the ACA became law (March 23, 2010) and if the plan has not made significant changes that reduce benefits or increase employee costs. Thirty-seven percent of firms offering health benefits offer at least one grandfathered health plan in 2014, less than 34% in 2013. Looking at enrollment, 26% of covered workers are enrolled in a grandfathered health plan in 2014, down from 36% in 2013 (Exhibit I).

Self-Funding. Fifteen percent of covered workers at small firms (3-199 workers) and 81% of covered workers at larger firms are enrolled in plans which are either partially or completely self-funded. The percent of covered workers enrolled in self-funded plans has increased for large firms since 2004, but has remained stable for both large and small firms over the last couple of years.

Private Exchanges for Large Employers. While relatively few covered workers at large employers currently receive benefits through a private or corporate health insurance exchange (3%), many firms are looking at this option. Private exchanges allow employees to choose from several health benefits options offered on the

exchange. A private exchange is created by a consulting company or insurer, rather than a governmental entity. Thirteen percent of large firms are considering offering benefits through a private exchange and 23% are considering using a defined contribution method. This interest may signal a significant change in the way that employers approach health benefits and the way employees get coverage.

CONCLUSION

The 2014 survey found considerable stability among employer-sponsored plans. Similar percentages of employees offered benefits to at least some employees and a similar percentage of workers at those firms were covered by benefits compared to last year. Family premiums increased at a modest rate and single premiums are not statistically different than those reported last year. On average, covered workers contribute the same percentage of the premium for single and family coverage as they did last year.

The relatively quiet period in 2014 may give way to bigger changes in 2015 as the employer shared-responsibility provision in the ACA takes effect for large employers. This provision requires firms with more than 100 full-time equivalent employees (FTE) in 2015 and more than 50 FTEs in 2016 to provide coverage to their full-time workers or possibly pay a penalty if workers seek subsidized coverage in health care exchanges. While most large employers provide coverage to workers, not all do, and not all cover all of their full-time workers. In addition, the coverage offered by these larger employers must meet a certain value and must be offered at an affordable amount to workers. We expect

some employers to revise eligibility and contributions for benefits in response to the new provisions.

The continued implementation of major reforms in the non-work market also may affect employer strategies going forward. For smaller firms not subject to the employer-responsibility requirement, the ability of their employees to receive subsidized group coverage in health insurance exchanges may be an attractive alternative which would relieve the employer of the burden of providing coverage. Small firms that have struggled to offer good coverage options may decide to stop offering now that other alternatives are available. In addition, a quarter of large firms offering retiree coverage to active workers indicated they were considering changes to the way they offered retiree coverage because of the implementation of the public exchanges. We may see shifts in the coverage options offered by some employers in response to these new options and new tax incentives.

Employer-sponsored coverage also will continue to evolve for reasons that are not related to the ACA. Employees and insurers continue to develop more integrated approaches to assessing individuals' personal health risks and offering programs to address them. Wellness programs present employees with opportunities and challenges, including the possibility of much higher out-of-pocket costs if their health profile is a potentially costly one. Narrow networks and provider networks and new tools like reference pricing can lower premiums but also require employees to have a more active role in ensuring that they have access to the providers they want to use. And the development of private marketplaces for larger employers, if it continues, may signal a new direction where individual employers are less engaged in plan design and management and where more decisions and economic responsibility is shifted to employees.

Finally, the continuing improvement in the economy is likely to put new cost pressure on employers and insurers. Costs grew at low levels while the economy struggled, but are likely to rebound if the growth in the economy is sustained. The potential of higher premiums may push employers and insurers to accelerate some of the changes we already are seeing.

METHODOLOGY

The Kaiser Family Foundation/Health Research & Educational Trust 2014 Annual Employer Health Benefits Survey (Kaiser/HRET) reports findings from a telephone survey of 2,052 randomly selected public and private employers with three or more workers. Researchers at the Health Research & Educational Trust, NORC at the University of Chicago, and the Kaiser Family Foundation designed and analyzed the survey. National Research, LLC conducted the fieldwork between January and May 2014. In 2014 the overall response rate is 46%, which includes firms that offer and do not offer health benefits. Among firms that offer health benefits, the survey's response rate is also 46%.

We ask all firms with which we made phone contact, even if the firm declined to participate in the survey. Does your company offer a health insurance program as a benefit to any of your employees? A total of 3,139 firms responded to this question (including the 2,052 who responded to the full survey and 1,087 who responded to this one question). Their responses are included in our estimates of the percentage of firms offering health coverage. The response rate for this question is 70%.

Since firms are selected randomly, it is possible to extrapolate from the sample to national, regional, industry, and firm size estimates using statistical weights. In calculating weights, we first determine the basic weight, then apply a nonresponse adjustment, and finally apply a post-stratification adjustment. We use the U.S. Census Bureau's statistics of U.S. Businesses as the basis for the stratification and the post-stratification adjustment for firms in the private sector, and we use the Census of Governments as the basis for post-stratification for firms in the public sector. Some numbers in the exhibit in the report do not sum up to totals due to rounding effects, and, in a few cases, numbers from distribution exhibits referenced in the text may not add due to rounding effects. Unless otherwise noted, differences referred to in the text and exhibits use the 0.05 confidence level as the threshold for significance. In 2014 we adjusted the premiums for a small number of firms which gave a composite family/individual amount.

For more information on the survey methodology, please visit the Survey Design and Methods Section at <http://hret.kff.org/>.

EXHIBIT I

Grandfathering Under the Affordable Care Act (ACA), by Firm Size, 2011-2014

Percentage of Covered Workers in a Grandfathered Health Plan	2011	2012	2013	2014
All Small Firms (3-199 Workers)	63%	54%*	49%	35%*
All Large Firms (200 or More Workers)	53%	46%	30%*	22%*
ALL FIRMS	56%	48%*	36%*	26%*
Percentage of Firms with At Least One Grandfathered Plan	2011	2012	2013	2014
All Small Firms (3-199 Workers)	72%	58%*	54%	37%*
All Large Firms (200 or More Workers)	61%	57%	43%*	34%*
ALL FIRMS	72%	58%*	54%	37%*

* Estimate is statistically different from estimate for the previous year shown (p < .05). NOTE: Not all firms are grandfathered health plans, see the introduction to Section 13 at <http://hret.kff.org/>. SOURCE: Kaiser/HRET Survey of Employer-Sponsored Health Benefits, 2011-2014.

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The Health Research & Educational Trust is a private, not-for-profit organization involved in research, education, and demonstration programs addressing health management and policy issues. Founded in 1944, HRET, an affiliate of the American Hospital Association, collaborates with health care government, academic, business, and community organizations across the United States to conduct research and disseminate findings that help shape the future of health care.

The full report of survey findings (HRET-14) is available on the Kaiser Family Foundation website at www.kff.org/. This summary (HRET-14) is also available at www.kff.org/.

Town of Hookseet

COMPARISON OF GROUP HEALTH PROPOSALS - POS IN-NETWORK BENEFITS

January 1, 2015 Pricing

HEALTH INSURER PLAN TYPE	HealthTrust/Anthem Point of Service	NHIT/Harvard Pilgrim Point of Service
1 NETWORK	BC2T10+ New England	MD14552 National
2 REFERRALS	Yes	NO
3 PCP COPAY	\$10	\$10
4 SPECIALIST COPAY	\$10	\$10
5 PREVENTIVE CARE	\$0	\$0
6 MENTAL HEALTH COPAY	\$10	\$10
7 HOSPITAL SERVICES DEDUCTIBLE - Employee/Family	\$0	\$0
8 EMERGENCY ROOM/URGENT CARE	\$50/\$50	\$50/\$50
9 TOTAL OUT OF POCKET MAXIMUM SINGLE	\$5000	\$6000
10 TOTAL OUT OF POCKET MAXIMUM FAMILY	\$10,000	\$12,000
11 IMAGING & LAB - CAT, MRI, PET	\$0	\$0
12 PRESCRIPTION DRUG CARD*1	\$10/\$25/\$40 - 1X Mailorder	\$0/\$25/\$45 - 1X Mailorder
13 CHIROPRACTIC CARE	\$0 - 25 Visits	\$10 - Unlimited Visits
14 DURABLE MEDICAL EQUIPMENT	\$100 Deductible then 20%	\$0
15 INDEPENDENT SURGICAL CENTER (ASC)	\$0	\$0
16 AMBULANCE	\$0	\$0
17 PHYSICAL THERAPY/REHAB	\$0 - 60 Visits	\$0 - Unlimited Visits
18 ROUTINE EYE EXAMS	\$0-Every 2 Years	\$10-Annually
19 ACCUPUNCTURE	Not Covered	\$10 - 20 Visits
20 DEDUCTIBLE CARRYOVER	Not Covered	Last 3 Months of the Year
21 EMPLOYEE ASSISTANCE PLAN	Included	Included
22 SHOPPING/EMPLOYEE ENGAGEMENT	50% to \$1000	50% to \$2000
23 DEDUCTIBLE YEAR	Calendar	Calendar
24 PLAN MAXIMUM	UNLIMITED	UNLIMITED
Employee	\$789.25	\$727.61
Employee + Dependent	\$1,578.50	\$1,455.12
Family	\$2,130.97	\$1,964.42
TOTAL MONTHLY PREMIUM	\$121,702.17	\$112,191.19
TOTAL ANNUAL PREMIUM	\$1,460,426.04	\$1,346,294.28

Notes:

*1 Mailorder Mandatory on Maintenance Rx with HealthTrust/Anthem



This proposal comparison has been completed to the best of our knowledge. Please refer to the insurer's proposal and policy for specific information and policy details. RISKEX does not have the authority to alter coverage. Insurance company policies and provisions supersede any coverage implied by this comparison.

WELCHER-PRESCOTT Insurance

Town of Hookseet

COMPARISON OF GROUP HEALTH PROPOSALS - HMO

January 1, 2015 Pricing

HEALTH INSURER PLAN TYPE	HealthTrust/Anthem HMO	NHIT/Harvard Pilgrim HMO
1 NETWORK	MTB101PDED New England	MD13957 New England
2 REFERRALS	Yes	Yes
3 PCP COPAY	\$10	\$10
4 SPECIALIST COPAY	\$10	\$10
5 PREVENTIVE CARE	\$0	\$0
6 MENTAL HEALTH COPAY	\$10	\$10
7 HOSPITAL SERVICES DEDUCTIBLE - Employee/Family	\$250/\$750	\$250/\$750
8 EMERGENCY ROOM/URGENT CARE	\$75/\$75	\$75/\$75
9 TOTAL OUT OF POCKET MAXIMUM SINGLE	\$5000	\$5000
10 TOTAL OUT OF POCKET MAXIMUM FAMILY	\$10,000	\$10,000
11 IMAGING & LAB - CAT, MRI, PET	\$0 Labs/Hospital Services Deductible	\$0 Labs/Hospital Services Deductible
12 PRESCRIPTION DRUG CARD*1	\$10/\$25/\$40 - 1X Mailorder	\$0/\$25/\$45 - 1X Mailorder
13 CHIROPRACTIC CARE	\$0 - 25 Visits	\$10 - 12 Visits
14 DURABLE MEDICAL EQUIPMENT	\$100 Deductible then 20%	\$100 Deductible then 20%
15 INDEPENDENT SURGICAL CENTER (ASC)	Hospital Services Deductible	Hospital Services Deductible
16 AMBULANCE	Hospital Services Deductible	Hospital Services Deductible
17 PHYSICAL THERAPY/REHAB	\$0 - 60 Visits	\$10 - 25 Visits
18 ROUTINE EYE EXAMS	\$0-Every 2 Years	\$10-Annually
19 ACCUPUNCTURE	Not Covered	\$10 - 20 Visits
20 DEDUCTIBLE CARRYOVER	Not Covered	Last 3 Months of the Year
21 EMPLOYEE ASSISTANCE PLAN	Included	Included
22 SHOPPING/EMPLOYEE ENGAGEMENT	50% to \$1000	50% to \$2000
23 DEDUCTIBLE YEAR	Calendar	Calendar
24 PLAN MAXIMUM	UNLIMITED	UNLIMITED
Employee	\$730.13	\$670.19
Employee + Dependent	\$1,460.25	\$1,341.34
Family	\$1,971.34	\$1,817.82
TOTAL MONTHLY PREMIUM	\$6,863.19	\$6,317.36
TOTAL ANNUAL PREMIUM	\$82,358.28	\$75,808.32

Notes:

*1 Mailorder Mandatory on Maintenance Rx with HealthTrust/Anthem HealthTrust includes a \$40 Rx Eyewear Benefit



This proposal comparison has been completed to the best of our knowledge. Please refer to the insurer's proposal and policy for specific information and policy details. RISKEX does not have the authority to alter coverage. Insurance company policies and provisions supersede any coverage implied by this comparison.

Town of Hookseet

COMPARISON OF GROUP HEALTH PROPOSALS - HSA IN-NETWORK

January 1, 2015 Pricing

HEALTH INSURER PLAN TYPE	HealthTrust/Anthem PPO	NHIT/Harvard Pilgrim PPO
NETWORK	MTB101PDED National	MD13957 National
REFERRALS	No	No
SINGLE DEDUCTIBLE	\$2,500	\$2,500
FAMILY DEDUCTIBLE	\$5,000	\$5,000
PCP COPAY	Deductible	Deductible
SPECIALIST COPAY	Deductible	Deductible
PREVENTIVE CARE	\$0	\$0
MENTAL HEALTH COPAY	Deductible	Deductible
HOSPITAL SERVICES DEDUCTIBLE - Employee/Family	Deductible	Deductible
EMERGENCY ROOM/URGENT CARE	Deductible	Deductible
TOTAL OUT OF POCKET MAXIMUM SINGLE	\$2,500	\$2,500
TOTAL OUT OF POCKET MAXIMUM FAMILY	\$5,000	\$5,000
IMAGING & LAB - CAT, MRI, PET	Deductible	Deductible
PRESCRIPTION DRUG CARD*1	Deductible	Deductible
CHIROPRACTIC CARE	Deductible	Deductible
DURABLE MEDICAL EQUIPMENT	Deductible	Deductible
INDEPENDENT SURGICAL CENTER (ASC)	Deductible	Deductible
AMBULANCE	Deductible	Deductible
PHYSICAL THERAPY/REHAB	Deductible	Deductible
ROUTINE EYE EXAMS	\$0 Every 2 Years	\$0 Annually
ACUPUNCTURE	Not Covered	Not Covered
DEDUCTIBLE CARRYOVER	Not Covered	Not Covered
EMPLOYEE ASSISTANCE PLAN	Included	Included
SHOPPING/EMPLOYEE ENGAGEMENT	50% to \$1000	50% to \$2000
DEDUCTIBLE YEAR	Calendar	Calendar
PLAN MAXIMUM	UNLIMITED	UNLIMITED
Employee	\$574.60	\$533.23
Employee + Dependent	\$1,149.21	\$1,065.37
Family	\$1,551.43	\$1,434.15
TOTAL MONTHLY PREMIUM	\$7,929.52	\$7,336.29
TOTAL ANNUAL PREMIUM	\$95,154.24	\$88,035.48

Notes:

*1 Mailorder Mandatory on Maintenance Rx with HealthTrust/Anthem



This proposal comparison has been completed to the best of our knowledge. Please refer to the insurer's proposal and policy for specific information and policy details. RISK-ex does not have the authority to alter coverage. Insurance company policies and provisions supersede any coverage implied by this comparison.

Town of Hooksett
EXCISE TAX ANALYSIS - HealthTrust

Excise Tax Threshold	
Single	\$10,200.00
Family	\$27,500.00

Excise Tax Amount	40%
-------------------	-----

POS	
Single	23
2 Person	17
Family	36

HMO	
Single	2
2 Person	1
Family	2

HSA	
Single	3
2 Person	0
Family	4

Analysis Prepared by:



4.5% Medical Inflation

	2018	2019	2020
POS	\$ 49,526.25	\$ 73,797.73	\$ 99,161.43
HMO	\$ 766.91	\$ 2,158.62	
"HSA"			

POS

4.5%

Annual Premium	2015	2016	2107	2018	2019	2020
Single	\$9,471.00	\$9,897.20	\$10,342.57	\$10,807.98	\$11,294.34	\$11,802.59
2 Person	\$18,942.00	\$19,794.39	\$20,685.14	\$21,615.97	\$22,588.69	\$23,605.18
Family	\$26,771.64	\$27,976.36	\$29,235.30	\$30,550.89	\$31,925.68	\$33,362.33
Projected Excise Tax Single	\$ (291.60)	\$ (121.12)	\$ 57.03	\$ 243.19	\$ 437.74	\$ 641.04
Projected Excise Tax 2 Person	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Projected Excise Tax Family	\$ (291.34)	\$ 190.55	\$ 694.12	\$ 1,220.36	\$ 1,770.27	\$ 2,344.93

HMO

4.5%

Annual Premium	2015	2016	2107	2018	2019	2020
Single	\$8,761.56	\$9,155.83	\$9,567.84	\$9,998.40	\$10,448.32	\$10,918.50
2 Person	\$17,523.00	\$18,311.54	\$19,135.55	\$19,996.65	\$20,896.50	\$21,836.85
Family	\$23,656.08	\$24,720.60	\$25,833.03	\$26,995.52	\$28,210.32	\$29,479.78
Projected Excise Tax Single	\$ (575.38)	\$ (417.67)	\$ (252.86)	\$ (80.64)	\$ 99.33	\$ 287.40
Projected Excise Tax 2 Person	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Projected Excise Tax Family	\$ (1,537.57)	\$ (1,111.76)	\$ (666.79)	\$ (201.79)	\$ 284.13	\$ 791.91

"HSA"

4.5%

Annual Premium	2015	2016	2107	2018	2019	2020
Single	\$8,334.72	\$8,709.78	\$9,101.72	\$9,511.30	\$9,939.31	\$10,386.58
2 Person	\$16,669.08	\$17,419.19	\$18,203.05	\$19,022.19	\$19,878.19	\$20,772.71
Family	\$22,503.66	\$23,516.32	\$24,574.56	\$25,680.41	\$26,836.03	\$28,043.65
Projected Excise Tax Single	\$ (746.11)	\$ (596.09)	\$ (439.31)	\$ (275.48)	\$ (104.28)	\$ 74.63
Projected Excise Tax 2 Person	\$ -	\$ -	\$ -	\$ -	\$ (3,048.72)	\$ (2,690.92)
Projected Excise Tax Family	\$ (1,998.54)	\$ (1,593.47)	\$ (1,170.18)	\$ (727.83)	\$ (265.59)	\$ 217.46

Town of Hooksett
EXCISE TAX ANALYSIS - NHIT

Excise Tax Threshold	
Single	\$10,200.00
Family	\$27,500.00

Excise Tax Amount	40%
-------------------	-----

POS	
Single	23
2 Person	17
Family	36

HMO	
Single	2
2 Person	1
Family	2

HSA	
Single	3
2 Person	0
Family	4

Analysis Prepared by:



4.5% Medical Inflation

	2018	2019	2020
POS	\$ (10,801.38)	\$ 10,755.36	\$ 33,282.15
HMO	\$ (1,676.82)	\$ (395.07)	
"HSA"			

POS

4.5%

Annual Premium	2015	2016	2107	2018	2019	2020
Single	\$8,731.32	\$9,124.23	\$9,534.82	\$9,963.89	\$10,412.26	\$10,880.81
2 Person	\$17,461.44	\$18,247.20	\$19,068.33	\$19,926.40	\$20,823.09	\$21,760.13
Family	\$23,573.04	\$24,633.83	\$25,742.35	\$26,900.75	\$28,111.29	\$29,376.30
Projected Excise Tax Single	\$ (587.47)	\$ (430.31)	\$ (266.07)	\$ (94.45)	\$ 84.90	\$ 272.33
Projected Excise Tax 2 Person	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Projected Excise Tax Family	\$ (1,570.78)	\$ (1,146.47)	\$ (703.06)	\$ (239.70)	\$ 244.52	\$ 750.52

HMO

4.5%

Annual Premium	2015	2016	2107	2018	2019	2020
Single	\$8,042.28	\$8,404.18	\$8,782.37	\$9,177.58	\$9,590.57	\$10,022.14
2 Person	\$16,096.08	\$16,820.40	\$17,577.32	\$18,368.30	\$19,194.87	\$20,058.64
Family	\$21,813.84	\$22,795.46	\$23,821.26	\$24,893.22	\$26,013.41	\$27,184.01
Projected Excise Tax Single	\$ (863.09)	\$ (718.33)	\$ (567.05)	\$ (408.97)	\$ (243.77)	\$ (71.14)
Projected Excise Tax 2 Person	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Projected Excise Tax Family	\$ (2,274.46)	\$ (1,881.81)	\$ (1,471.50)	\$ (1,042.71)	\$ (594.64)	\$ (126.39)

"HSA"

4.5%

Annual Premium	2015	2016	2107	2018	2019	2020
Single	\$7,838.28	\$8,191.00	\$8,559.60	\$8,944.78	\$9,347.29	\$9,767.92
2 Person	\$15,663.00	\$16,367.84	\$17,104.39	\$17,874.09	\$18,678.42	\$19,518.95
Family	\$21,096.30	\$22,045.63	\$23,037.69	\$24,074.38	\$25,157.73	\$26,289.83
Projected Excise Tax Single	\$ (944.69)	\$ (803.60)	\$ (656.16)	\$ (502.09)	\$ (341.08)	\$ (172.83)
Projected Excise Tax 2 Person	\$ -	\$ -	\$ -	\$ -	\$ (3,528.63)	\$ (3,192.42)
Projected Excise Tax Family	\$ (2,561.48)	\$ (2,181.75)	\$ (1,784.93)	\$ (1,370.25)	\$ (936.91)	\$ (484.07)

TOWN OF HOOKSETT 2015 HEALTH INSURANCE SURVEY

In conjunction with our upcoming 2016 renewal, we will be considering competitive bids from insurance carriers to offer the best and most cost effective program to our employees. Your feedback is important to that process. Please take a few minutes to answer this survey and return it to HUMAN RESOURCES DEPARTMENT BY June 12, 2015.

.....

1. How long have you been employed with the Town? (Circle one)

1-5 years 6-10 year 11-15 years 16 + years

35

17

31

20

4 Retirees

2. Are you a Union member? 50 Yes 60 No

3. Type of health coverage elected? (Circle one)

9
None

31
Single

22
Employee + 1

49
Family

If "None" was circled, please complete this section:

9 I have coverage elsewhere.

_____ I cannot afford coverage at this time.

_____ Coverage is affordable, just not elected.

4. Are you willing to change doctors and switch to a different plan if it meant lower costs for employees and the Town?

31 Yes 66 No

7 (wetter) maybes.

**For Research purchases only you can log into www.harvardpilgrim.org/members And select "find a doctor" link to see if your doctor is a Harvard Pilgrim Member or select "pharmacy" to use their drug lookup tool.

5. In making your decision to work for the Town, how important is/was the benefit package?

88 Very Important 18 Somewhat Important

1 Not Very Important 0 Not Important at all

1 Don't know

6. Rank in order of importance to you regarding your health insurance. (Rank 1 through 5, 1 being the most important, 5 being the least.)

1.79 Cost of health insurance premiums per paycheck.

2.18 Out-of-pocket costs of office co-pays.

2.06 Out-of-pocket costs of prescription co-pays.

2.40 Keeping current doctors/hospitals

7. I would be interested in a limited network health plan (just some but not all hospitals and doctors would be available), if it meant lower rates?

5 Yes 56 No 44 Possibly

8. Do you believe it is the Town's responsibility to cover a portion of the costs for family coverage other than the employee?

92 Yes 10 No

Comments: _____

9. Would you be willing to pay a higher deductible (\$2,500 - \$5,000) in order to keep costs down for both the Town and employees?

8 Yes 85 No

Comments: _____

10. What do you consider the most effective resource for learning about your benefit plans?

31 Additional/better written materials

39 Easy to access webpage on internet

9 Slide or video presentations

23 Group meetings at a central location

42 Individual/Group meetings at my department

7 Internet-based web seminars

Other (Please specify) _____

11. If the buy-out for not enrolling in insurance through the Town was increased from \$2,400 to 50% of the Town's plan savings (\$3,000 single; \$6,000 employee+1; \$10,000 family plan), how likely are you to accept the buy-out?

12 Very likely

14 Somewhat likely

63 Not very likely

17 Don't know

12. Do you think the Town should offer a Domestic Rider option to allow coverage for domestic partners?

70 Yes

33 No

13) Please put the following in your order of preference with 1 being first choice and 4 being last choice.

(when you see three amounts for the Rx that represents the amount paid for meds that are generic/preferred/specialty)

avg.

1.75 a) \$10 copay office visit

Rx 10/20/45 One month via pharmacy/three month via mail order

ER visit \$50

Urgent Care visit \$50

Estimated annual savings for employee over current plan is \$0 per year

2.25 b) \$10 copay office visit

Rx 10/25/45 One month via pharmacy

10/40/70 three months via mail order

ER visit \$50

Urgent Care visit \$50

Estimated annual savings for employee over current plan is approx \$99 a year

2.43 c) \$20 copay office visit

Rx 10/20/45 One month via pharmacy/three month via mail order

ER visit \$100

Urgent Care visit \$50

Estimated annual savings for employee over current plan is approx \$129 a year

3.17 d) \$20 copay office visit

Rx 10/20/45 One month via pharmacy

10/40/70 three months via mail order

ER visit \$100

Urgent Care visit \$50

Estimated annual savings for employee over current plan is \$225 a year

(all savings numbers are based on 12% paid by employee)



	Healthcare FSA	HRA	HSA
	Flexible Spending Arrangement	Health Reimbursement	Health Savings Account
Overview	IRS programs that allow individuals to use tax-free contributions to offset eligible healthcare expenses.		
Eligibility Requirements	Eligibility is in accordance with the plan terms set by the employer. Employees also must be eligible for the employer's group medical plan.	Eligibility is in accordance with the plan terms set by the employer. Employees also must be eligible for the employer's group medical plan and enrolled in that plan or another group medical plan.	Employees must be enrolled in a High Deductible Health Plan (HDHP) in order for contributions to be made to the HSA.
Allowable Contributions	Employee may contribute through pre-tax salary reduction contributions. Employer may also contribute.	Funded through employer contributions only. Employee may not contribute.	Employee may contribute through pre- or post-tax payroll contributions. Deposits may also be made directly into the account. Employer may also contribute.
Contribution Limits	Employer - \$500 (unless the employer matches employee contributions) Employee - \$2,550	Employer - unlimited Employee - not allowed	Combined Limit for Contributions From All Sources (CY2015) - \$3,350 single/\$6,650 two-person or family/\$1,000 catch-up for age 55+
Eligible Expenses	<ul style="list-style-type: none"> • Qualified medical, dental, and prescribed medication expenses <p>Expenses must be incurred during current plan year or grace period.</p> <p>Full amount of election is available for reimbursement on first day of plan year.</p>	<ul style="list-style-type: none"> • Qualified medical, dental, and prescribed medication expenses • Long-term care premiums • Certain healthcare premiums <p>Expenses may be incurred at any time after the HRA is established.</p>	<ul style="list-style-type: none"> • Qualified medical, dental, and prescribed medication expenses • Long-term care premiums • COBRA premiums • Medicare and other healthcare premiums at age 65, excluding Medicare supplemental plans <p>Expenses may be incurred at any time after the HSA is established.</p>
Unused Funds	Unused funds are forfeited at end of plan year ("use-or-lose"). Only exceptions are either 2 1/2 month grace period or a \$500 carryover, if available under plan terms set by the employer.	Unused funds are either forfeited or rolled over to the following year depending upon plan terms set by the employer.	Funds remain in account. Funds in account may earn interest and be invested.
Portability	Funds are typically forfeited if employee leaves employment. There may be a right to elect COBRA.	Funds are typically forfeited if employee leaves employment. There may be a right to elect COBRA or otherwise "spend down" the balance.	Employee owns account and may continue to access funds if they change employers or leave the workforce.
Employee Tax Savings	Employee salary reduction contributions, employer contributions, and reimbursements for qualified expenses are not included in the employee's gross income (i.e. tax-free).	Contributions and reimbursements for qualified expenses are not included in the employee's gross income (i.e. tax-free).	<ul style="list-style-type: none"> • Contributions and reimbursements for qualified expenses are not included in (or are deductible from) the employee's gross income (i.e. tax-free). • The interest or other earnings on the assets in the account are tax-free. • At age 65 or date of disability, participants may choose to withdraw funds for any reason at normal tax rate.
	Often results in a tax savings of between 20-35% for middle-income employees, but will vary depending upon their individual tax situation.		
Employer Tax Savings (Public Sector)	Employer saves equivalent of 7.65% of employee pre-tax contributions (no matching FICA tax).	N/A	Employer saves equivalent of 7.65% of employee pre-tax contributions (no matching FICA tax).

This chart is intended for summary purposes only. It is not intended as and does not constitute legal or tax advice. Questions regarding your specific circumstances should be addressed to your plan administrator or your legal, tax or other professional advisers.

AGENDA NO. 14-066
DATE: 8/12/15

Staff Report
Engineering Contract for Lilac/ Village Bridge

Background: We continue to move forward on the Lilac Bridge project. The next step is to do the engineering design. We went through the required state qualifications process and are recommending that we contract with Dubois and King for the design phase of the project.

Issue: The contract presented is for \$142,400. However, \$9,950 of that relates to work to be done for the water district so the town/sewer total is \$132,450.

Recommendation: That the Council make a motion to approve the engineering design contract for the Lilac/ Village Bridge with Dubois and King in the amount of \$132,450.

Prepared by: Dean Shankle.



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



July 10, 2015
D&K No. 622910L1

Mr. Dean E. Shankle, Jr.
Town Administrator, Hooksett
35 Main Street
Hooksett, NH 03106

**Re: Village (Lilac) Pedestrian Bridge
Bridge No. 083/150
NHDOT Project No. 29655
Bridge Replacement Project
Professional Engineering Services**

Dear Mr. Shankle,

We are pleased to present this proposal for professional engineering services to design a new pedestrian bridge/utility bridge and abutment & pier repairs for the Village (Lilac) Bridge Replacement Project. Replacement of the existing truss bridge is necessary due the condition of the existing superstructure being beyond economical repair and reuse as determined by the Town's Consultant (CMA Engineers).

Services we propose to provide on this project include bridge, water, sewer and hydraulic/hydrologic engineering and environmental permitting services as detailed in the following Scope of Services.

SCOPE OF SERVICE

Data Collection, Survey and Field Observations

We will perform the following data collection, survey and field observation tasks & services to determine and establish existing conditions at the site.

DSI-1. Review files and data at the New Hampshire Department of Transportation (NHDOT) (bridge inspection reports, plans, correspondence, etc.), and Town files (Public Works Department, Town Administration, Sewer Commission and Water Precinct Commission) relevant to the Village Bridge site and the replacement of the existing bridge and utilities. Obtain copies of relevant data available.

DSI-2. Perform a site visit at the bridge site to obtain field data (photographs, measurements, general observations, general conditions, etc.) of the two (2) stone/concrete abutments and the two (2) stone piers.

- A. A three-person bridge team will conduct observations of the accessible substructure elements. The Inspection Team will access critical portions of each substructure element (concrete abutment caps, concrete pier caps, stone masonry walls and stems, upstream nosing, etc.) using a boat and ladders. We will also take soundings of the river bottom at pier and abutment footings to detect scour (if any). No access/entry on the bridge superstructure will be made by personnel. No underwater inspections/diving inspections will be performed.
 - B. Perform an existing condition assessment (sounding) of all exposed concrete surfaces to identify repair areas. Perform a visual assessment of all stone masonry surfaces.
 - C. Photo documentation of typical features of each substructure will be made. Specific photographs will be taken of bridge substructure elements that are noted to be of concern and require repair.
- DSI-3. Perform a brief hydrologic and hydraulic (H&H) review to determine the appropriate bridge geometry (vertical clearance) to pass a Q100 flood event under the new bridge. Review will consist of obtaining and reviewing the data in a FEMA Flood Insurance Rate Map and Study for the Merrimac River in the area of the bridge.
- DSI-4. Perform a topographic field survey and preparation of a base map of the project site. Survey limits to include 100 feet at each approach to the bridge behind the abutments (north & south approaches), abutment & pier caps, and river bottom profile beneath the bridge and along the bridge length (approximately 480 feet). Obtain ground features, manhole inverts, above ground and below ground utility locations, etc. behind the abutments.
- DSI-5. Obtain two (2) paint chip samples from the steel trusses and have tested for lead content.

Memorandum of Agreement

We will perform the following tasks required by the Memorandum of Agreement (MOA) between the ACOE, NHDOT, NHDHP and the Town.

- M-1. Marketing (MOA Task 1.0).
- 1.1 Prepare the following documents for use in marketing the bridge for donation or for sale for re-use:
 - Advertisement (for publication in a State-Wide Newspaper, posting on the Town website, and issuing to all Towns listed in the MOA)
 - Notice (Instruction to Bidders)
 - Bid Form
 - 1.2 Assemble reference documents (existing bridge plans, studies, reports, inspection reports, etc.) and post on the Town website for access/review by potential Bidders.
 - 1.3 Submit draft documents (Advertisement, Notice, and Bid Form) to the NHDOT and NHDHR for review, comment, and approval.
 - 1.4 Revise documents based on comments received (if any) and issue final documents to the Town for Marketing, Distribution, and Advertisement.
- M-2 Resource Documentation (MOA Task 2.0)



- 2.1 Photographic documentation: Prepare large-format back-and-white photo documentation of the existing bridge (16 photographic views minimum). Provide one (1) set of negatives, two (2) sets of 4x5 prints and electronic file (JPEG or TIFF) of photographs.
- 2.2 Written Documentation: Prepare a detailed physical description of the bridge, its history and significance.
- 2.3 Drawing Document: Archival printing of the five (5) original plan sheets. Prepare one (1) 11x17 paper set and one (1) electronic format (TIFF format).
- 2.4 Resource Documentation Delivery and Approvals: Assemble documentation package to include items 2.1, 2.2, 2.3 and site plan, USGS map, photo location map, and historical maps and photographs.
 - 2.4.1 Submit draft of Resource Documentation Package to NHDOT and NHDHR for review, comment, and approval.
 - 2.4.2 Revise documents based on comments received (if any) and issue final documents to the NHDHR.

M-3 Public Outreach (MOA Task 3.2)

Coordinate with the Hooksett Heritage Commission, Hooksett Historical Society, Town Council, NHDOT and NHDHR on the design of the replacement pedestrian bridge. Prepare presentation materials for the meeting. See Task PI-1, 2.

Conceptual Design – Bridge

- P-1. Identify repairs and modifications to the existing abutments to accommodate erection of the new bridge superstructure on the existing piers and abutments. Develop plan sheets to detail repairs to existing stone masonry and concrete and modifications to existing abutments and backwalls.
- P-2. Develop pedestrian bridge superstructure replacement concepts.

Two (2) superstructure bridge types will be evaluated and presented. Bridge types to be evaluated include:

 - 1. Prefabricated steel truss bridge (through truss, pony truss and deck truss)
 - 2. Custom designed steel beam bridge (stringer and plate girder)

Aesthetic considerations (variable depth trusses and girders, painting/galvanizing, deck options - concrete, timber, etc.) will be included in the analysis.

Provisions for supporting a sewer line, water line and phone/cable conduits on the bridge will be developed.

A preferred replacement alternative will be recommended from the two alternatives and five superstructure types listed above.

- P-3. Develop conceptual cost of the repairs to the substructure and the superstructure replacement options.

- P-4. Present various replacement concepts, conceptual opinion of probable construction costs, and aesthetic options at a Public Meeting to gain consensus on the type and look of the new pedestrian and utility bridge. Prepare presentation materials for the meeting. See Task PI-1, 1.

Public Officials/Public Involvement Meetings

- PI-1. We will schedule, attend and lead three (3) public meetings or public officials meetings to make presentations on our design and progress of the work. We recommend the following meetings be held:
1. Preliminary Design Meeting: A meeting with Town officials, Town Departments, and the Public (Town Council, Sewer Commission, Water District, Heritage Commission, Historical Society & Town Administrator) to present the various bridge replacement concepts and cost. The outcome of this meeting will be a consensus and selection of a preferred bridge replacement type and aesthetic considerations.
 2. Public Outreach Meeting: A meeting with the Consulting Parties under the MOA (Hooksett Heritage Commission, Hooksett Historical Society, Town Council, NHDOT and NHDHR) to present the bridge replacement concept and aesthetic treatments selected. The outcome of this meeting will be a consensus on the selection of bridge replacement type and aesthetic considerations made by the Town
 3. Final Design Meeting: A meeting with Town officials and Town Departments (Town Council, Sewer Commission, Water District & Town Administrator) to present the final Contract Documents (plans, specifications and cost estimates) for demolition and new bridge, and new water and sewer line construction. The outcome of this meeting will be approval by the Town of the Contract Documents and authorization to advertise (bid) the project.

Permitting

We will review permitting requirements and identify permits that are required to construct the project. We will prepare permit applications for all permits identified.

- PR-1. We will prepare a NHDES Dredge & Fill permit application for any work required in the river for repairs to abutments and piers.
- PR-2. We will prepare a NHDES Dredge & Fill permit application for any work required in the river for demolition and removal of the steel truss superstructure. This task will include:
- a. The brook floater mussel was identified during the Natural Heritage Bureau review of the project area for impacts to threatened or endangered species. To obtain a permit for wetland impacts (brook floater), D&K will use a qualified professional subconsultant to perform a preliminary survey (Phase I Assessment) and evaluate the site for potential impacts to the brook floater mussel and prepare a report and make recommendations for mitigation to be implemented during the construction phase.

- PR-3. Prepare an Agenda Item Request Form and submit to the New Hampshire DOT Natural Resources Agency (NRA), for review of the project scope, and to identify concerns and impacts (if any) to natural resources (wetlands, water quality, wildlife, etc.) of the proposed replacement of the bridge. This task will include:
- a. Preparation of an Agenda Item Request Form and submit to NHDOT-NRA.
 - b. Presentation of project and proposed bridge replacement concept at an NRA Coordination meeting. (One meeting anticipated).
 - c. Prepare meetings minutes and submit to NHDOT -NRA.

The Town is pursuing all Section 106 and 4F permitting and historic issues for the removal of the truss bridge. The Town will be responsible for obtaining all historic permits or approval (Memorandum of Agreement) for the removal of the historic truss bridge and provide copies of all historic permits and agreements to D&K.

Final Design – Bridge

- D-1. Develop Final Plans providing details for:
- Demolition and removal of the existing steel truss superstructure
 - Repairs/modifications to stone masonry piers & abutments
 - New pedestrian bridge superstructure
 - New sewer line on bridge (See Task SS-5)
 - New water line on bridge (See Task W-4)
- D-2. Develop Technical Specifications. The New Hampshire Standard Specifications for Road and Bridge Construction will be used for this project. Special provisions will be developed for any items of work that are non-standard. Special provisions and the technical specifications will be based on NHDOT Division 200 through 700 standard specifications.
- D-3. Bidding Documents: Prepare bidding or front end documents, in order for the Town to bid the project. EJCDC Division 0 Bid Documents and Division 1 Specification documents will be provided.
- D-4. Development of Project Estimate and Schedule: An itemized cost estimate (engineer's opinion of probable construction costs) will be prepared for the existing bridge removal, substructure repairs and superstructure replacement with a pedestrian bridge and utilities (sewer, water, phone/cable). Pay item numbers and names will conform to the Item Description Master File as developed by NHDOT.
- D-5. Submit Final Plans and Specifications. The documents (95% plan submittal) will include the final plans, specifications, special provisions and estimate. One (1) set of the documents will be submitted to the Town, with one (1) set submitted to the NHDOT for review, comment and approval.

- D-6. Receive input/feedback from the Town and NHDOT on the final plans and Special Provisions. Input/feedback will be received by the Town at a meeting with Town Officials (See Task PI-1, 3), and from NHDOT by email.
- D-7. Incorporate review comments into final plans and documents. Submit one (1) set of the final documents (100% plan submittal), revised to reflect the final review comments, to the Town. Documents will be sealed by a NH Licensed Professional Engineer.

Sanitary Sewer

- SS-1 Review Town data on sanitary sewer flow volumes across the bridge that were previously collected. This will include review of meter data and a report on the future build-out of the collection system upgradient of the river crossing.
- SS-2 Determine pipe size and slope to meet capacity needs of the Town. Slopes will be designed within the allowable tolerances of the bridge structure design.
- SS-3 Design pipe hanging, insulation, and support system on the new bridge.
- SS-4 Design sewer routing alignment in plan and profile views including both north and south approaches and through the new bridge.
- SS-5 Develop construction drawings and technical specifications for the materials and performance of the new sanitary sewer crossing.
- SS-6 Develop a Project Estimate including an itemized cost estimate (engineer's opinion of probable construction costs) for the sewer work.
- SS-7 Submit copies of the plans to NHDES Wastewater Engineering Bureau for review and address comments.

Water

- W-1 Review water system information with the Precinct's Engineer and determine pipe capacity needs and establish pipe size and material.
- W-2 Design pipe hanging, insulation, and support system on the new bridge.
- W-3 Design water routing alignment in plan and profile views including both north and south approaches and through the new bridge.
- W-4 Develop construction drawings and technical specifications for the materials and performance of the new water crossing.
- W-5 Develop a Project Estimate including an itemized cost estimate (engineer's opinion of probable construction costs) for the water work.

W-6 Submit copies of the plans to NHDES Drinking Water and Groundwater Bureau for review and address comments.

ASSUMPTIONS

This proposal has been prepared based on the following assumptions:

1. That existing data obtained from NHDOT and Town files (bridge reports, plans, correspondence, etc.) is accurate and adequate to assist with evaluating the general condition of the abutments, and the existing sewer line.
2. That field-testing of the existing abutment materials (concrete, stone, etc.) is not required or necessary to evaluate the piers & abutments and develop repairs and modifications.
3. That the FEMA Flood Insurance Rate Map and Study is available for the Merrimac River in the area of the bridge and provides adequate flood data.
4. That the results of the Phase I Assessment for mussels will not require a Phase II mitigation plan.
5. That Bid and Construction Phase Administration Services is not included in this proposal.
6. That the existing truss bridge is closed and barricaded, and will not be used to access existing piers & abutments. Ladders and boat will be used by D&K to conduct all inspections. No underwater inspections/diving inspections will be performed. Substructure inspection will take two (2) 8 hour days on site.
7. That D&K will subcontract with Historic Documentation Company of Portsmouth, RI for Task M-2.
8. That D&K will subcontract with 3G Construction of Holderness, NH for equipment and manpower (boat, ladder, etc.) for Task DSI-2.
9. That D&K will subcontract with Katahdin Analytical Services of Scarborough, ME for Task DSI-5 lead analysis.
10. That D&K will subcontract with Oakhill Environmental Services of Loudon, NH for Task P-2-a, for the Phase I Assessment (mussel survey).
11. That the Town will pay for the cost of all Permit application fees and Advertisements in newspapers.

CLIENT RESPONSIBILITIES

Your responsibilities for this project shall include:

1. Provide access to the Village Bridge site and permission to access Town property.
2. Provide a contact person that can act with authority on behalf of the Town for this project.
3. The Town will pay for all Permit Application fees and newspaper (advertisement) costs.
4. Provide right-of-way information, tax maps and adjacent property owners names and addresses.

SCHEDULE

We propose to complete the services outlined in this proposal (Scope Items D-1 to D-8) in 22 weeks from given authorization to proceed.

PROFESSIONAL FEES

For accomplishing the above Scope of Services, DuBois & King, Inc., will be paid on a Lump Sum Basis. Our fees for each service category are depicted in the following table:

SCOPE ITEMS	ESTIMATED FEE
Tasks DSI-1 to DSI-5	\$25,650
Tasks M1 to M3	\$17,200
Tasks P1 to P4	\$23,550
Tasks PI-1	\$4,700
Tasks PR-1 to PR-3	\$17,250
Tasks D-1 to D-7	\$27,950
Tasks SS-1 to SS-7	\$16,150
Tasks W-1 to W-6	\$9,950
Total Lump Sum Fee Basis:	\$142,400

The above fees include customary reimbursable expenses for this project, including phone, travel, mailings, reproduction, etc.

Additional Services

Additional Services, if required and authorized by you, would be provided on an hourly basis in accordance with our Standard Schedule of Fees and Contract Conditions then in effect.

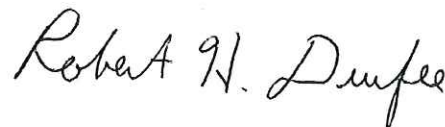
ACCEPTANCE

If the Scope of Services and terms outlined herein are acceptable, please sign original letter in the space provided below, retain one (1) copy for your records, forward one (1) copy to the NHDOT (Nancy Mayville) for review and approval, and return one (1) original to us. This letter, along with the attached Contract Conditions and Task Spreadsheets will serve as our Agreement. This proposal shall be valid for a period of 30 days from the date of the proposal.

This proposal is a Professional Instrument of Service prepared specifically for you and this project. This document may not be copied, reproduced, or disseminated to other parties other than the Town of Hooksett, and the NHDOT, without the expressed written permission of DuBois & King, Inc.

We appreciate the opportunity to submit this proposal, and look forward to working with you on this project. Please call if you have any questions or need any additional information.

Very truly yours,
DuBois & KING, INC.



Robert H. Durfee, P.E.



Director, Transportation Division

RHD/ss
Enclosures

ACCEPTED AND AUTHORIZED TO PROCEED:

BY: _____

DATE: _____



CONTRACT TERMS AND CONDITIONS

SERVICES OF OTHERS

On occasion, project needs will require the specialized services of individual consultants or other companies to participate in a project. When considered necessary, these firms or other consultants will be engaged with your approval. We expect that you will enter into an appropriate agreement with them and be directly responsible for all costs incurred by them. For work performed under this agreement for this project we will review their invoices and forward to you a recommendation for disposition of payment. Services that are subcontracted by DuBois & King, Inc., will be billed at direct cost plus 12% overhead and fee.

REIMBURSABLE EXPENSES

Reimbursable expenses are in addition to the professional fee compensation for labor and typically include, but are not limited to, the following items: lodging and subsistence expenses; shipping charges and insurance for hardware, samples, field test equipment, etc.; long distance telephone calls, telegrams, and cables; transportation to and from projects; for use of personal or company vehicles at a rate consistent with the federally allowable mileage reimbursement rate as determined by the Internal Revenue Service; the use of rental cars, trucks, boats, airplanes, or other means of transportation; reproduction of drawings, reports, documents, and photographs for project records; and any other direct materials. Reimbursable expenses will be billed at our direct cost plus an administrative fee of 12%.

ON-SITE SERVICES DURING PROJECT CONSTRUCTION

Should our services be provided on the job site during project construction, it is understood that, in accordance with generally accepted construction practices, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work, and compliance with OSHA regulations, and that these requirements will apply continuously and not be limited to normal working hours. Any monitoring of the contractor's performance conducted by our personnel is not intended to include review of the adequacy of the contractor's safety measures in, on or near the construction site. It is further understood that field services provided by our personnel will not relieve the contractor of his responsibilities for performing the work in accordance with the plans and specifications.

RIGHT-OF-ENTRY

Unless otherwise agreed, you will furnish right-of-entry on the land for us to make the planned studies, explorations, or investigations. We will take reasonable precautions to minimize damage to the land from use of equipment, but have not included in our fee the cost for restoration of damage that may result from our operations. If we are required to restore the land to its former condition, this will be accomplished and the cost will be added to our fee.

SCHEDULE OF FEES

DuBois & King, Inc., at its sole discretion, reserves the right to periodically modify the hourly billing rates as detailed in its published Schedule of Fees and Contract Conditions to more accurately reflect the cost of doing business, with or without notice. Invoiced amounts will be based on the Schedule of Fees in effect at the time of invoicing.

TAXES

State and Local Sales, Use and License taxes will be billed at cost. Any taxes or fees, enacted by Local, State or Federal government subsequent to the date of this contract, and based on gross receipts or revenues, will be added to amounts due under this contract, in accordance with any such fees or taxes.

INVOICES

Invoices may be submitted periodically and not less than monthly and are payable upon receipt. Interest of one and one-half percent (1-1/2%) per month will be payable on any amount not paid within fifteen (15) days. Any attorney's fees or other costs incurred in the collection of any delinquent amount shall be paid by the Client. Upon request, documentation of reimbursable expenses included in the invoice will be provided in some format itemizing the amount in excess of \$50.00. DuBois & King, Inc., reserves the right to discontinue work on any account that is not paid on a current basis in accordance with these terms. If reassignment of project personnel occurs due to non-payment on an account, project schedule and fees may be adversely impacted.

OWNERSHIP OF DOCUMENTS

All reports, field data and notes, laboratory test data, calculations, estimates, and other documents which we prepare, as instruments of service, shall remain our property. We will retain all pertinent records relating to the services performed for a period of six years following the completion of our services, during which period the records will be made available to you at all reasonable times and for reasonable retrieval and reproduction costs.

INSURANCE

DuBois & King, Inc., is protected by Worker's Compensation Insurance (and/or Employer's Liability Insurance), and by Comprehensive General Liability Insurance for bodily injury and property damage. We will furnish information and certificates upon written request. We will not be responsible for any loss, damage or liability arising from your negligent acts, errors and omissions and those by your staff, consultants, contractors and agents or from those of any person for whose conduct we are not legally responsible.

PROFESSIONAL LIABILITY

The Client agrees to limit DuBois & King, Inc.'s liability to the Client arising from DuBois & King, Inc.'s negligent acts, errors, or omissions, such that the total liability of DuBois & King, Inc., to all those named shall not exceed \$50,000 or the fee amount of the agreement whichever is greater. In the event the Client is unwilling or unable to limit our liability to this amount, this limitation may be waived for additional fee consideration dependent on the limit of project liability insurance coverage desired.

WARRANTY

In performing our professional services, we will use that degree of care and skill ordinarily exercised, under similar circumstances by members of the profession practicing in the same or similar locality. This warranty is in lieu of all other warranties expressed or implied.

COST ESTIMATES

DuBois & King, Inc., has no control over the cost of labor and material, or over competitive bidding or market conditions, and therefore does not guarantee the accuracy of our project or construction cost estimates as compared to contractor bids or actual cost to the Client.

LEGAL JURISDICTION

The parties agree that this contract shall be governed by and construed in accordance with the laws of the State of Vermont in connection with all matters arising out of this contract. The parties agree that the courts of the State of Vermont shall have exclusive jurisdiction over any legal proceeding arising out of this contract.

Project Phases & Tasks	Labor Categories									Total Hours
	Project Director/Project Manager	Senior Engineer	Project Engineer/Specialist	Engineer/Senior Designer	Environ. Engineer/Planner	Sr. Tech./Designer	Tech./Drafter	2-Person Survey Crew	Admin. Support	
Data Collection, Survey and Field Observations										
DSI - 1 Review Files and Data	4		4		4				2	14
DSI - 2 Site Visit	24	24	24				16		2	90
DSI - 3 H & H Review	1				8				2	11
DSI - 4 Topographic Survey	1					12	8	30		51
DSI - 5 Paint Sampling	1				2				1	4
Direct Labor	31	24	28	0	14	12	24	30	7	170
Total Hours:	31	24	28	0	14	12	24	30	7	170
Direct Labor Rates:	\$135.00	\$105.00	\$88.00	\$77.50	\$85.00	\$75.00	\$70.00	\$110.00	\$60.00	\$16,659
Direct Labor Cost:	\$4,185	\$2,520	\$2,464	\$0	\$1,190	\$900	\$1,680	\$3,300	\$420	\$16,659
Direct Expenses										
I. Subsistence										
Transportation:	Vehicles	800	Miles @	\$0.575	/ Mile =	\$460				
Meals:	Partial Per Diem	2	Days @	\$10.00	/ Day =	\$20				
Rooms & Lodging:	Full Per Diem	8	Days @	\$50.00	/ Day =	\$400				
	Hotel	4	Days @	\$100.00	/ Day =	\$400				
II. Support Expenses										
Telephone/Fax =	\$50									
Postage =	\$50									
Reproduction =	\$25									
Copying =	\$25									
							Support Total =	\$150		
							Subsistence Total =	\$1,280		
III. Subconsultants										
	Katahdin Analytical Services \$75									
	JG Construction, Inc \$7,500									
							Subconsultant Total =	\$7,575		
IV. Miscellaneous Expenses										
Computer Charges =	\$0						Miscellaneous Total =	\$0		
Plotting Charges =	\$0						Total Direct Expenses =	\$9,005		
Special Equipment =	\$0									
							Total Cost =	\$9,005		
Cost Summary										
							Total Labor Cost	\$16,659		
							Direct Expenses	\$9,005		
							Total Cost	\$25,664	Use:	\$25,650

Project Phases & Tasks	Labor Categories										Total Hours	
	Project Director/Project Manager	Senior Engineer	Project Engineer/Specialist	Engineer/Senior Designer	Engineer/Planner	Enviroin. Engineer/Planner	Sr. Tech./Designer	Tech./ Drafter	2-Person Survey Crew	Admin. Support		
Memorandum of Agreement												
M - 1 Marketing	1	8		8				12		8		37
M - 2 Resource Documentation	1			2						2		5
M - 3 Public Outreach	1		8					24		2		35
Direct Labor												
	3	8	8	10	0	0	0	36	0	12	0	77
	3	8	8	10	0	0	0	36	0	12	0	77
	\$135.00	\$105.00	\$88.00	\$77.50	\$85.00	\$75.00	\$75.00	\$70.00	\$110.00	\$60.00	\$0	\$5,964
	\$405	\$840	\$704	\$775	\$0	\$0	\$0	\$2,520	\$0	\$720	\$0	\$5,964
Direct Expenses												
I. Subsistence												
Transportation:	Vehicles	0	Miles @	\$0.575	/ Mile =	\$0						
Meals:	Partial Per Diem	0	Travel-Air / Ground / Parking Allowance =	\$0		\$0						
Rooms & Lodging:	Full Per Diem	0	Days @	\$6.00	/ Day =	\$0						
	Hotel	0	Days @	\$25.00	/ Day =	\$0						
		0	Days @	\$70.00	/ Day =	\$0			Subsistence Total =	\$0		\$0
II. Support Expenses												
	Telephone/Fax =	\$50										
	Postage =	\$75										
	Reproduction =	\$100										
	Copying =	\$75							Support Total =	\$300		
III. Subconsultants												
	Historic Documentation Company, Inc.										\$10,959	
	Subconsultant Total =										\$10,959	
IV. Miscellaneous Expenses												
	Computer Charges =	\$0										
	Plotting Charges =	\$0										
	Special Equipment =	\$0							Miscellaneous Total =	\$0		
									Total Direct Expenses =	\$11,259		
	Total Cost =										\$11,259	
Cost Summary												
	Total Labor Cost	\$5,964										
	Direct Expenses	\$11,259										
	Total Cost	\$17,223										Use: \$17,200

Project Phases & Tasks	Labor Categories										Total Hours	
	Project Director/Project Manager	Senior Engineer	Project Engineer/Specialist	Engineer/Senior Designer	Environ. Engineer/Planner	Sr. Tech./Designer	Tech./ Drafter	2-Person Survey Crew	Admin. Support			
Preliminary Design - Bridge												
P - 1 Abutment Repair/Modification	2	8	24					40		8		82
P - 2 Bridge Concepts	4	20	40		16			40		2		122
P - 3 Conceptual Costs	1	8	24		8					4		45
P - 4 Public Meeting Presentation	1		16		2					8		27
Direct Labor												
Total Hours:	8	36	104	0	26	0	0	80	0	22	0	276
Total Labor Rates:	\$135.00	\$105.00	\$88.00	\$77.50	\$85.00	\$75.00	\$70.00	\$70.00	\$110.00	\$60.00	\$0	\$23,142
Direct Labor Cost:	\$1,080	\$3,780	\$9,152	\$0	\$2,210	\$0	\$5,600	\$0	\$0	\$1,320	\$0	\$23,142
Direct Expenses												
I. Subsistence												
Transportation:	Vehicles	0	Miles @	\$0.575	/ Mile =	\$0						
Meals:	Partial Per Diem	0	Travel-Air / Ground / Parking Allowance =	\$6.00	/ Day =	\$0						
Rooms & Lodging:	Full Per Diem	0	Days @	\$25.00	/ Day =	\$0						
	Hotel	0	Days @	\$70.00	/ Day =	\$0						
							Subsistence Total = \$0					
II. Support Expenses												
	Telephone/Fax =	\$100										
	Postage =	\$100										
	Reproduction =	\$150										
	Copying =	\$75										
			Support Total = \$425									
III. Subconsultants												
	Subconsultant Total = \$0											
IV. Miscellaneous Expenses												
	Computer Charges =	\$0										
	Plotting Charges =	\$0										
	Special Equipment =	\$0										
			Miscellaneous Total = \$0									
	Total Direct Expenses = \$425											
Cost Summary												
	Total Labor Cost \$23,142											
	Direct Expenses \$425											
	Total Cost \$23,567											
	Use: \$23,550											
	Total Cost = \$425											

Project Phases & Tasks	Labor Categories										Total Hours	
	Project Director/Project Manager	Senior Engineer	Project Engineer/Specialist	Engineer/Sr. Designer	Environ. Engineer/Planner	Sr. Tech./Designer	Tech./Drafter	2-Person Survey Crew	Admin. Support			
Public Involvement Meetings												
PI - 1 Preliminary Design Meeting			6		6							20
PI - 2 Public Outreach Meeting												8
PI - 3 Final Design Meeting					6							14
Total Hours:	18	0	6	0	12	0	0	0	0	0	0	42
Total Hours:	18	0	6	0	12	0	0	0	0	0	0	42
Direct Labor	\$135.00	\$105.00	\$88.00	\$77.50	\$85.00	\$75.00	\$70.00	\$110.00	\$60.00	\$360	\$0	\$4,338
Direct Labor Cost:	\$2,430	\$0	\$528	\$0	\$1,020	\$0	\$0	\$0	\$0	\$0	\$0	\$4,338
Direct Expenses												
I. Subsistence												
Transportation:	Vehicles	250	Miles @ \$0.575	\$144								
Meals:	Partial Per Diem	0	Travel-Air / Ground / Parking Allowance =	\$0								
Rooms & Lodging:	Full Per Diem	0	Days @ \$6.00 / Day =	\$0								
	Hotel	0	Days @ \$25.00 / Day =	\$0								
			Days @ \$70.00 / Day =	\$0								
												\$144
II. Support Expenses												
	Telephone/Fax =	\$50										
	Postage =	\$0										
	Reproduction =	\$100										
	Copying =	\$75										
	Support Total =											\$225
III. Subconsultants												
	Subconsultant Total =											\$0
IV. Miscellaneous Expenses												
	Computer Charges =	\$0										
	Plotting Charges =	\$0										
	Special Equipment =	\$0										
	Miscellaneous Total =											\$0
	Total Direct Expenses =											\$369
Cost Summary												
	Total Labor Cost										\$4,338	
	Direct Expenses										\$369	
	Total Cost										\$4,707	
	Use:										\$4,700	
	Total Cost =										\$369	

Town of Hooksett, NH
Lilac Pedestrian Bridge

622910L
7/10/2015



Project Phases & Tasks	Labor Categories											
	Project Director/Project Manager	Senior Engineer	Project Engineer/Specialist	Engineer/Senior Designer	Environ. Engineer/Planner	Sr. Tech./Designer	Tech./Drafter	2-Person Survey Crew	Admin. Support	Total Hours		
Permitting												
		4			32		8		4	50		
		4			32		8		2	47		
		2			8				2	18		
	7	10	2	0	72	0	16	0	8	115		
	7	10	2	0	72	0	16	0	8	115		
Direct Labor	\$135.00	\$105.00	\$88.00	\$77.50	\$85.00	\$75.00	\$70.00	\$110.00	\$60.00	\$9,891		
	\$945	\$1,050	\$176	\$0	\$6,120	\$0	\$1,120	\$0	\$480			
Direct Expenses												
I. Subsistence												
Transportation:	Vehicles	150	Miles @	\$0.575	/ Mile =	\$86						
Meals:	Partial Per Diem	0	Travel-Air / Ground / Parking Allowance =	\$6.00	/ Day =	\$0						
Rooms & Lodging:	Full Per Diem	0	Days @	\$25.00	/ Day =	\$0						
	Hotel	0	Days @	\$70.00	/ Day =	\$0						
II. Support Expenses												
	Telephone/Fax =	\$120										
	Postage =	\$100										
	Reproduction =	\$200										
	Copying =	\$75										
	Support Total =	\$495										
III. Subconsultants												
	Oakhill Environmental Services											
	Subconsultant Total =	\$6,800										
IV. Miscellaneous Expenses												
	Computer Charges =	\$0										
	Plotting Charges =	\$0										
	Special Equipment =	\$0										
	Miscellaneous Total =	\$0										
	Total Direct Expenses =	\$7,381										
	Total Cost =	\$7,381										
Cost Summary												
	Total Labor Cost	\$9,891										
	Direct Expenses	\$7,381										
	Total Cost	\$17,272										
	Use:	\$17,250										

Project Phases & Tasks	Labor Categories										Total Hours	
	Project Director/Project Manager	Senior Engineer	Project Engineer/Specialist	Engineer/Senior Designer	Environ. Engineer/Planner	Sr. Tech./Designer	Tech./Drafter	2-Person Survey Crew	Admin. Support			
Final Design - Bridge												
D - 1 Final Plans	8	16		40	0			120	8			192
D - 2 Technical Specifications	4	4		24	0				16			48
D - 3 Bidding Documents	4	4		8	4				2			22
D - 4 Estimate & Schedule	2	8		24	0				8			42
D - 5 Final Plans & Specs 95%	2			4	4			8	4			22
D - 6 Input/Feedback	2			2	2			2	2			10
D - 7 Final Documents	2			2	2			2	2			10
Total Hours:	24	32	0	104	12			132	0	42		346
Direct Labor	24	32	0	104	12			132	0	42		346
Direct Labor Rates:	\$135.00	\$105.00	\$88.00	\$77.50	\$85.00	\$75.00	\$70.00	\$110.00	\$60.00	\$2,520		\$27,440
Direct Labor Cost:	\$3,240	\$3,360	\$0	\$8,060	\$1,020	\$0	\$9,240	\$0	\$60.00	\$2,520		\$27,440

Direct Expenses

I. Subsistence

Transportation:	Vehicles	0	Miles @	\$0.575	/ Mile =	\$0
Meals:	Partial Per Diem	0	Days @	\$6.00	/ Day =	\$0
Rooms & Lodging:	Full Per Diem	0	Days @	\$25.00	/ Day =	\$0
	Hotel	0	Days @	\$70.00	/ Day =	\$0
						Subsistence Total = \$0

II. Support Expenses

Telephone/Fax =	\$120
Postage =	\$100
Reproduction =	\$200
Copying =	\$75
Support Total =	\$495

III. Subconsultants

Subconsultant Total = \$0

IV. Miscellaneous Expenses

Computer Charges =	\$0
Plotting Charges =	\$0
Special Equipment =	\$0
Miscellaneous Total =	\$0
Total Direct Expenses =	\$495

Cost Summary

Total Labor Cost	\$27,440
Direct Expenses	\$495
Total Cost	\$27,935
Use:	\$27,950

Total Cost = \$495

Project Phases & Tasks	Labor Categories										Total Hours	
	Project Director/Project Manager	Senior Engineer	Project Engineer/Specialist	Engineer/Senior Designer	Environ. Engineer/Planner	Sr. Tech./Designer	Tech./Drafter	2-Person Survey Crew	Admin. Support			
Sanitary/Sewer												
SS - 1 Review Data		16							2			19
SS - 2 Determine Pipe Size/Slope		4										7
SS - 3 Design Pipe hanging, Insulation & Support		12										21
SS - 4 Design Sewer Routing		12										18
SS - 5 Construction Drawings/Technical Specs		24							8			74
SS - 6 Project Estimate (Sewer)		16							4			21
SS - 7 Submit Plans to NHDES		4							1			10
Total Hours:	9	88	0	0	0	58	0	0	15			170
Direct Labor												
Direct Labor Rates:	\$135.00	\$105.00	\$88.00	\$77.50	\$85.00	\$75.00	\$70.00	\$110.00	\$60.00			
Direct Labor Cost:	\$1,215	\$9,240	\$0	\$0	\$0	\$4,350	\$0	\$0	\$900			\$15,705

Direct Expenses

I. Subsistence

Transportation: Vehicles 400 Miles @ \$0.575 / Mile = \$230
 Meals: Partial Per Diem 0 Days @ \$6.00 / Day = \$0
 Full Per Diem 0 Days @ \$25.00 / Day = \$0
 Rooms & Lodging: Hotel 0 Days @ \$70.00 / Day = \$0
 Subistence Total = \$230

II. Support Expenses

Telephone/Fax = \$25
 Postage = \$25
 Reproduction = \$100
 Copying = \$50
 Support Total = \$200

III. Subconsultants

Subconsultant Total = \$0

IV. Miscellaneous Expenses

Computer Charges = \$0
 Plotting Charges = \$0
 Special Equipment = \$0
 Miscellaneous Total = \$0
 Total Direct Expenses = \$430

Cost Summary

Total Labor Cost \$15,705
 Direct Expenses \$430
Total Cost \$16,135
 Use: \$16,150
 Total Cost = \$430

Project Phases & Tasks	Labor Categories										Total Hours	
	Project Director/Project Manager	Senior Engineer	Project Engineer/Specialist	Engineer/Senior Designer	Environ. Engineer/Planner	Sr. Tech./Designer	Tech./Drafter	2-Person Survey Crew	Admin. Support			
Water												
W - 1 Coordinate w/ Precinct Engineer on pipe size and tie-in		8										9
W - 2 Design Pipe hanging, Insulation & Support		12		8								21
W - 3 Water Routing Plan & Profile		2		8								11
W - 4 Construction Drawings/Technical Specs		16		24								50
W - 5 Project Estimate (Water)		8										13
W - 6 Submit Planes to NHDES		2		4								8
Direct Labor												
Total Hours:	5	48	0	0	0	44	0	0	15			112
Total Labor Rates:	\$135.00	\$105.00	\$88.00	\$77.50	\$85.00	\$75.00	\$70.00	\$110.00	\$60.00			\$9,915
Direct Labor Cost:	\$675	\$5,040	\$0	\$0	\$0	\$3,300	\$0	\$0	\$900			\$9,915
Direct Expenses												
I. Subistence	Vehicles	0	Miles @ \$0.575	/ Mile = \$0	Travel-Air / Ground / Parking Allowance = \$0							
	Meals:	0	Days @ \$6.00	/ Day = \$0	Partial Per Diem							
	Rooms & Lodging:	0	Days @ \$25.00	/ Day = \$0	Full Per Diem							
		0	Days @ \$70.00	/ Day = \$0	Hotel							
II. Support Expenses	Telephone/fax =	\$0										
	Postage =	\$0										
	Reproduction =	\$25										
	Copying =	\$10										
	Support Total =	\$35										
III. Subconsultants	Subconsultant Total =	\$0										
IV. Miscellaneous Expenses	Computer Charges =	\$0										
	Plotting Charges =	\$0										
	Special Equipment =	\$0										
	Miscellaneous Total =	\$0										
	Total Direct Expenses =	\$35										
	Total Cost =	\$35										
Cost Summary												
	Total Labor Cost	\$9,915										
	Direct Expenses	\$35										
	Total Cost	\$9,950										
	Use:	\$9,950										



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Project Consultants

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TEL: 603-968-9587 FAX: 603-968-7400

6/26/15

Dubois & King

831 Union Avenue, Suite 2

Laconia, NH 03246

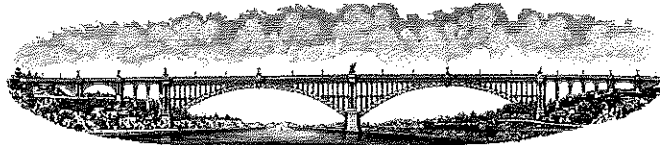
The following proposal is for access to the abutments and piers for two (2) days as requested by D&K Inc. This includes boat transportation to the abutments and piers as well as rigging and ladders necessary for inspection.

The cost for the above is to be \$7,500.00

Additional cost per day over the two (2) days that are included in the above cost is to be \$1,500.00

Respectfully

Stan Graton



HISTORIC DOCUMENTATION COMPANY, INC.

June 5, 2015

Robert H. Durfee
DuBois & King, Inc.
831 Union Avenue, Suite 2,
Laconia, NH 03246

RE: Hooksett Bridge 083/150, a.k.a. Lilac Bridge, Replacement Project

Dear Mr. Durfee:

Thank you for the opportunity to submit the following scope and fee to provide historic property documentation services to Dubois & King (D&K) in support of the above referenced project. This work will consist of fulfilling the requirements of Stipulation 2 of the project Memorandum of Agreement that you provided.

Scope of Work:

The work and work products will comply with the requirements of the MOA Stipulation 2, presented in entirety below.

2.0 RESOURCE DOCUMENTATION

Prior to alteration or demolition of Hooksett Bridge 083/150, ACOE shall ensure the bridge is documented in accordance with the *Secretary of the Interior's Guidelines for Architectural and Engineering Documentation, Level II*, as published in the Federal Register 21 July 2003, pp. 43159-43162. Documentation will be prepared by a 36CFR61-qualified Architectural Historian and will conform to New Hampshire Division of Historical Resources Historic Property Documentation Program (NHHPD) guidelines, as follows:

2.1 Photographic Documentation will consist of large-format film and corresponding digital photographs of the bridge superstructure, substructure, approaches, setting and significant engineering details. A minimum of sixteen (16) photographic views will be taken. Film photographs will be on 4"x5" or greater black-and-white negative film and contact printed, processed and stabilized to Historic American Engineering Record archival standards as published on their website. One set of negatives and two sets of contact prints will be produced. Negatives will be scanned at 800 dpi or greater and provided in JPEG and TIFF format. Due to restricted access to the bridge, photographs taken from the deck may not be obtained, in which case alternative viewpoints and/or telephoto lens will be utilized to provide photographic coverage of all representative truss structural members. Digital photographs taken to supplement large-format photography due to these restrictions will be submitted to NHHPO as archivally-printed black-and-white prints. Digital photographs will be taken with a DSLR camera as RAW files with a minimum capture resolution of 12 megapixels and provided in JPEG and TIFF files. Should full or partial collapse occur prior to the photographs being completed, any remaining and visible portions of the bridge will be photographed to the standards identified above.

2.2 Written Documentation will include a detailed physical description of the bridge, and its history and significance within local and state contexts relating to topics including its original 1909 construction in the village of Hooksett, 1936 WPA-funded flood recovery rehabilitation, as well as its engineering associations. Previous scholarly reporting on the bridge and associated topics will be utilized in the reporting, with additional research focused on obtaining new primary-source historical information and photographs.

2.3 Drawing Documentation will consist of archival printing of the known five original plan sheets filed at NHDOT (and additional drawings if discovered) on 11x17 archival paper. The digital scan files (TIFF format) of the original plans and supplemental drawings, if any, will be included in the digital documentation delivery, discussed below.

2.4 Resource Documentation Delivery and Approvals. The NHHPD package will include photographic documentation, written documentation, and graphics including a site plan, USGS map, photo location map and index, and historic maps, drawings and photographs.

NHDOT Cultural Resource Manager (NHDOT CRM) and NESHPO agree to expedite approval of photographic documentation. NHDOT CRM will receive the photographic documentation, including photos, a photo location map, and photo index, and will comment within 3 working days; after which NHDOT CRM will provide the photo documentation to NESHPO for their review and comment within 5 working days. Large format negatives and prints will be submitted in archival photo sleeves. ACOE and NESHPO approval of the resource documentation photographs shall be received prior to demolition of the superstructure.

After photographs are approved, full draft documentation packages will be submitted. One digital draft copy of the complete resource documentation package (NHHPD) will be submitted to NHDOT CRM for a 30 day review and comment period. The draft final documentation package in archival hard copy (in archival folder) and digital format (PDF, JPEG and TIFF files) on CD and/or flash drive will be submitted to NESHPO who will have 45 days for review and comment. Subsequent to final NESHPO approval, hard copy final documentation packages will be produced (with high-quality scans of large-format photographs) and submitted to the following: NHDOT (1), Hooksett Public Library (1), Hooksett Town Clerk (1), and Hooksett Heritage Commission (1). A digital resource documentation (PDF) will be submitted to the NH State Library Digital Library Collection for universal digital access. Final documentation packages will be distributed within 45 days of final NESHPO approval.

Fee: Lump sum not to exceed: \$10,958.50; See attached Fee Details.

Schedule: Start work within 7 days of NTP. Submit Draft of Stip 2.1 Photographic Documentation NHDOT CRM within 21 days of completion of field photography. Submit Drafts of all other work tasks within 120 days of NTP.

Staffing and Qualifications: Richard M. Casella will serve as Project Manager and Principal Architectural & Engineering Historian with overall responsibility for research and writing of all work products. Philip E. Pendleton will serve as Project Historian and assist in research and writing. Rob Tucher Photodocumentation, High Bridge, NJ will serve as Project HAER Photographer. All three have advanced degrees and/or certification in historic preservation, over twenty-five years experience, and meet the Secretary of the Interior's Professional Qualifications Standards for Historic Preservation Consultants (36CFR61).

Insurance: Certificate of insurance will be provided with contract papers.

Thank you and please allow me to provide any further information that you require.

Sincerely yours,



Richard M. Casella
President, Principal Architectural Historian

FEE DETAIL

Project: Hooksett Bridge 083-150 Mitigation Tasks
Services: Stipulation 2.0 Resource Documentation (NHHPD)
Client: DuBois & King, Inc.
June 5, 2015

<u>DIRECT LABOR</u>	<u>HOURS</u>	<u>RATE</u>	<u>TOTAL</u>
<i>[1] Project Management / Communications / Meetings</i>			
Principal Architectural Historian	2	\$46.50	\$93.00
<i>[2] Fieldwork & Research</i>			
Principal Architectural Historian	20	\$46.50	\$930.00
Senior Architectural Historian	4	\$40.30	\$161.20
Graphic Artist	0	\$25.00	\$0.00
	24		\$1,091.20
<i>[3] Draft Report Preparation</i>			
Principal Architectural Historian	40	\$46.50	\$1,860.00
Senior Architectural Historian	8	\$40.30	\$322.40
Graphic Artist	3	\$25.00	\$75.00
	51		\$2,257.40
<i>[4] Final Report Preparation</i>			
Principal Architectural Historian	8	\$46.50	\$372.00
Senior Architectural Historian	0	\$40.30	\$0.00
Technician	0	\$25.00	\$0.00
	8		\$372.00
<i>Total Direct Labor</i>	85		\$3,813.60
 <u>DIRECT EXPENSES</u>			
Archival printing & delivery			\$50.00
Archival 4x5 Film Photography Services (Subcontractor)			\$2,499.00
Per Diem Lodging & Meals			\$0.00
Mileage, 150 @ \$0.55			\$82.50
<i>Total Direct Expenses</i>			\$2,631.50
 <u>BUDGET SUMMARY</u>			
Total Direct Labor			\$3,813.60
Overhead (98.50%)			\$3,756.40
	Subtotal		\$7,570.00
Profit (10%)			\$757.00
Total Direct Labor, Overhead & Profit			\$8,327.00
Total Direct Expenses			2,631.50
TOTAL FEE			\$10,958.50

Staff Report
New Job Descriptions/ DPW Reorganization
August 12, 2015

AGENDA NO. 15-021
DATE: 8/12/15

Background: The Town recently approved a reorganization for the Public Works Department.

Discussion: There are two positions in the reorganization that require new job descriptions the Assistant Crew Chief for Building Maintenance and Assistant Crew Chief for Recycling and Transfer.

Recommendation: I recommend that the Town Council approve the job descriptions.

Prepared by: Diane Boyce, Public Works Director

Town Administrator Recommendation: *concur*



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

Public Works Department – Recycling and Transfer Division Assistant Crew Chief

Town of Hooksett Job Description
Public Works Department
Recycling and Transfer Division
“Assistant Crew Chief”

Date: July 7, 2015

General Position Description:

This position works in a supervisory capacity and performs routine work of semi-skilled or skilled tasks in the collection, transfer and recycling of solid waste. This job description is meant to be illustrative and is in no way all-inclusive. It shall be used as a tool or guide in the performance of the employee it applies to.

Accountability: Reports to the Recycling and Transfer Crew Chief

Equipment Used: Tractor-trailer, excavator, front-end loader, bobcat, backhoe, trash truck/packer, automated trash truck, balers, lifts, hand tools, etc

Duties and Responsibilities: Except as specifically noted, the following functions are considered essential to this position. The following is indicative of the duties and responsibilities associated with the position, but are not intended to be all inclusive.

- Perform routine supervisory tasks on an as needed basis
- Assign manpower and equipment to perform projects on an as needed basis
- Assist in scheduling loads of material for transfer as needed
- Meet with the Recycling and Transfer Crew Chief to discuss projects, manpower, equipment and scheduling
- If an employee issue arises, meet with the Recycling and Transfer Division Crew Chief
- During the absence of the Recycling and Transfer Division Crew Chief, receive and disseminate information from other divisions
- Perform all assignments, including equipment operation, laboring, and other work tasks as assigned by the Recycling and Transfer Division Crew Chief
- Work on and perform a variety of tasks in connection with the transfer station, curbside collection, and facility and vehicle maintenance
- Be familiar with and execute safe work procedures associated with assigned work
- As assigned train employees in safe work procedures
- Must possess or able to obtain within 6 months of employment a Solid Waste Operator Certification from DES, State of New Hampshire
- Must possess or able to obtain with 1 year of employment a Weighmaster License through the State of New Hampshire
- Operate trucks with front plow and wings, and other equipment for snow removal and other seasonal clean up
- Available 24 hours per day to meet emergency situations
- Perform all other duties as deemed necessary and appropriate

Public Works Department – Recycling and Transfer Division Assistant Crew Chief

Support: Support all the divisions of the Public Works Department

Financial Data: Assist as needed with specs, bids equipment purchases . Work on scale management program assisting residents with payment of goods that are disposed.

Computer Operation: email, memos reports, etc, scale management program

Cognitive and Sensory Requirements:

- Vision: Necessary to perform job effectively and safely
- Hearing: Necessary for receiving instructions and safety
- Speaking: Necessary for communicating with co-workers, officials, the public, etc
- Taste and Smell: Necessary for detecting fumes and gases and other smells which indicates a hazard or a proper safety function
- Dexterity: Necessary for operating equipment, handwriting, computer hardware operation etc
- Mobility: Needed to walk around the department locations, job sites, and different locations as required

Primary Physical Requirements

Carry up to 10 pounds: constantly required

Carry 11 to 25 pounds: frequently required

Carry 26 to 50 pounds: frequently required

Carry over 50 pounds: occasionally required. Assistance may be available

Lift up to 10 pounds: constantly required

Lift 11 to 25 pounds: frequently required

Lift 26 to 50 pounds: frequently required

Lift over 50 pounds: occasionally required. Assistance may be available

Push/Pull: frequently required

Reach above shoulder height: occasionally required

Reach below shoulder height: frequently required

Balancing: regularly required

Sitting: four plus total hours per day

Standing: six plus total hours per day

Walking: six plus total hours per day

Twisting: occasionally required

Bending: frequently required

Crawling: rarely required

Kneeling: occasionally required

Squatting: occasionally required

Crouching: Rarely required

Climbing: occasionally required

Hand Manipulation:

- Grasping: constantly required
- Handling: constantly required
- Torque: occasionally required
- Fingering: frequently required

Public Works Department – Recycling and Transfer Division Assistant Crew Chief

- Controls: Hand and power tools, light and heavy equipment, motor vehicles, office equipment engineering tools, etc.

Work surfaces: Inside and outside surfaces. Equipment and vehicle interiors and exteriors. Rough, harsh, dangerous, wooded, flooded, ground surfaces and/or areas. Grass, dirt, gravel, mud, asphalt, concrete, linoleum, ceramic tile surfaces. Rain, snow, sleet, hail, ice and flooded areas and surfaces. Vertical and horizontal step surfaces.

Summary of Occupational Exposure:

- Long periods of exposure to sunlight, wind, snow, rain, extreme temperatures
- May be exposed to bacteria, paint, solvents, hydraulic fluids, fertilizers, pesticides, fuels, herbicides, etc.
- May be exposed to poison ivy, oak, or sumac, and insects such as wasps, hornets, bees, etc.

Other Training, Skills and Experience Requirements:

- Five years experience in the operation and maintenance of trucks and equipment
- Effective leadership and communication skills
- Any equivalent combination of education and experience, which demonstrates possession of the required knowledge, skill and availability

License/Certification Requirements:

- High school Diploma or GED
- NH CDL-A drivers License with endorsements for equipment and tractor-trailer
- Possess or obtain with 6 months Solid Waste Operator License
- Possess or obtain with one year Weighmaster License
- Any equivalent combination of education and experience, which demonstrates possession of the required knowledge, skill and availability

Schedule: Monday through Friday, 7:00am – 3:30pm. Saturday's 8:00am – 1:00pm as scheduled. Emergency call-outs. Overtime if and when needed or required.

**Town of Hooksett Job Description
Public Works Department
Highway Division
“Building Assistant Crew Chief”**

Date: July 1, 2015

General Position Description: The job entails maintenance duties for all Town properties when applicable and possible. This job description is meant to be illustrative only and is not all-inclusive. It shall be used as a tool or guide in the job performance of the employee it applies to. There are maintenance duties that may need to be done on an as-needed basis and are not listed in this job description because of the unknown nature of the item(s). Regular duties are listed to show a general summary of the position description.

Accountability: Reports to the Highway Division Crew Chief

Equipment Used: All types of hand tools, manual and electric. All types of workshop type tools and machines, manual and electric. Various type vehicles and heavy equipment.

Environment: Inside: 50% Outside: 50%

Duties and Responsibilities: Except as specifically noted, the following functions are considered essential to this position. The following are indicative of the duties and responsibilities associated with this position, but are not intended to be all-inclusive.

- Take direction for maintenance repairs from the Public Works Director and Highway Crew Chief for all Town properties under Town control or responsibility.
- Report problems to the Public Works Director and/or Highway Crew Chief needing to be repaired.
- Keep and maintain a detailed log of building hazards, property hazards, and needed repairs as discovered or reported.
- Repair walls and ceilings from water damage, human damage, property damage and any other type of damage to include replacing damaged wood, sheet rock, insulation, painting of surface areas, etc.
- Repair roofs from damage and/or leakage to include any type of replacement or patching.
- Repair floors and stairways from normal wear and tear, and damage to include all floor and stair types such as linoleum, carpet, wood, ceramic tile and concrete.
- Repair walkways and stairways (all foot travel routes) to include changes needed such as installation or replacement of brick, concrete, gravel, tar/pavement and all types of walkway surfaces and walkway paths/routes.
- Remodel or build rooms, buildings, stairways, storage sheds, and various areas as needed or requested to include repairing holes in surfaces, painting of areas repaired, replaced or built.
- Interior and exterior painting.
- Build and install building structures as needed such as walls, shelving units, wall dividers, doorways, windows, additions, sheds, etc.
- Perform general light maintenance as needed such as replacing ceiling light bulbs, moving and installing large items (office furniture) as requested, tightening of loose hardware and various minor repairs.
- Perform custodial duties as needed
- Perform minor electrical maintenance/repairs as needed.
- Perform minor plumbing maintenance/repairs as needed.
- Fill water dispensers with replacement bottles as needed.
- Notify the Public Works Director when a maintenance issue, repair or problem cannot be fixed inhouse and an outside agency needs to be contacted.
- Notify the Public Works Director on warranty items for repair contact.

- Perform other duties as requested or needed.
- Responsible for custodian's schedules, reports, and needs.
- Inventory control and ordering supplies for custodians needs in each building.
- Responsible for clean and maintained Maintenance vehicles and equipment.
- Work with public works director on large renovation projects for buildings which fall under the responsibility of the Town.
- Work with Fleet Maintenance when needed for vehicle repairs and maintenance in shop area.
- Stick and mig welding requirements.
- Responsible for maintaining and doing periodic checks on all town generators as well as starting them and transferring power to the buildings when needed.
- Responsible for scheduling and overseeing all annual inspections, to include but not limited to fire alarm systems, fire extinguishers, boilers and pressure vessels, elevator/handicap lifts, etc.

Support: Support the Public Works Director in the maintenance and upkeep of all properties under the control of the Town. Work with code enforcement for inspections as needed.

Financial Data: Work with the Public Works Director and/or Highway Crew Chief to create specs for certain projects requiring vendor work, obtain and review bids on maintenance job specs, and purchase price comparisons that are required for larger cost items.

Computer Operation: Some computer operation required for reports, Internet research, and contact with vendors, etc.

Cognitive and Sensory Requirements:

- Vision: Corrected to a level necessary to read instructions/directions, documents, labels, maintenance manuals, and in-house directives and corrected to a level necessary for visual operation in all aspects of the position such as equipment use, observance of vehicle traffic, paperwork, observing safety of co-workers, public, etc.
- Hearing: Necessary for listening to instructions, questions, and detecting the proper and improper operation of equipment and appliances.
- Speaking: Necessary for communicating with supervisors, co-workers, vendors, insurance representatives, and the general public in person, by telephone or any other means.
- Taste and Smell: Necessary for detecting fumes and gases.
- Dexterity: Necessary for skill needed in repairing problems. Necessary for readiness and smoothness in physical activities such as operating hand tools, electrical tools, various equipment, ladders, supplies, and general items where dexterity would be needed.
- Mobility: Adaptability and versatility needed to move from property to property, area to area, floor to floor, building to building, in, around and on top of buildings in order to fix and conduct needed maintenance repairs as well as other outside locations.

Physical Requirements:

Lift up to 10 pounds: constantly required.
Lift 11 to 25 pounds: frequently required.
Lift 26 to 50 pounds: regularly required.
Lift over 50 pounds: rarely required. Assistance may be available.
Carry up to 10 pounds: constantly required.
Carry 11 to 25 pounds: frequently required.
Carry 26 to 50 pounds: regularly required.
Carry over 50 pounds: rarely required. Assistance may be available.
Balancing: constantly required.
Push/pull: constantly required.
Reach above shoulder height: constantly required.
Reach at shoulder height: constantly required.
Reach below shoulder height: constantly required.

Sit: one plus hour per day.
Stand: seven plus hours per day.
Walk: seven plus hours per day.
Twisting: frequently required.
Bending: frequently required.
Crawling: regularly required.
Squatting: frequently required.
Kneeling: frequently required.
Crouching: regularly required.
Climbing: regularly required.
Stooping: regularly required.
Stepping/stairs: frequently required.

Hand Manipulation:

- Grasping: constantly required.
- Handling: constantly required.
- Torque: constantly required.
- Fingering: constantly required.
- Controls and equipment: Hand and power tools, light equipment, heavy equipment, motor vehicles, and telephone, computer, office equipment, etc.

Work Surfaces: Interior and exterior surfaces. Equipment and vehicle interiors and exteriors. Rough, harsh, slippery, dangerous, wooded, flooded, ground surfaces and/or areas. Grass, dirt, gravel, mud, asphalt, concrete, brick, linoleum, ceramic tile surfaces. Rain, snow, sleet, hail, ice and flooded areas and surfaces. Vertical and horizontal step surfaces. Office area includes workstation with desk, computers and cupboards. Table, filing cabinets, closet with shelves, bookshelf and bulletin boards. All surfaces are at various heights.

Summary of Occupational Exposures:

- May be exposed to herbicides, pesticides, fuels, paints, solvents, hydraulic fluids, fertilizers, and chemicals, etc.
- May be exposed to long periods of sunlight and unfavorable climatic conditions.
- May be exposed to poison ivy, oak, or sumac; insects such as wasps, hornets, bees, etc.
- Work occurs inside and outside.
- Travel in a motor vehicle is required.
- On a regular basis, work may involve exposure to uninhabitable conditions, short periods of sunlight and unfavorable climatic conditions. Inside work may involve exposure to long periods of unnatural light, office equipment noises, office product chemicals, air conditioning, etc.

Other Training, Skills and Experience Requirements:

- Attention to safety requirements, safety needs, and safety problems.
- The ability to read and follow written instructions.
- The ability to follow verbal instructions.
- This position requires a high level of judgment to evaluate and act on issues and problems in and around buildings and properties or forward them to the appropriate authority for action.
- Experience with the operation of trucks with front plow and wings, and other equipment for snow removal and other seasonal cleanup operations, on an emergency and seasonal basis.
- Operation of heavy trucks (generally with plow, wing and spreader), etc.
- Ability to read and understand construction documents and schematics.
- Knowledge of the Town's adopted building codes specifically with electrical and plumbing for both residential and commercial.
- Possess or obtain underground storage tank certification.
- Any equivalent combination of education and experience, which demonstrates possession of the required knowledge, skills, and abilities.

License/Certification Requirements:

- Degree in construction management or a related field.
- Valid NH CDL-B driver's license.
- Electrical certificate to perform electrical work, or electrical experience or knowledge.
- Plumbing certificate to perform plumbing work, or plumbing experience or knowledge.
- Building/construction qualifications, or building/construction experience or knowledge
- Any equivalent combination of education and experience, which demonstrates possession of the required knowledge, skills, and abilities.

Schedule: Monday through Friday, 7am – 3:30pm. Work schedule includes call-outs for snowplowing, salting, sanding, etc. Call-outs for maintenance emergencies. Other possible overtime if and when needed or required. Some flexibility in the normal work schedule is allowed with permission from the Public Works Director, if a project requires work to be done during non-business hours or on non-business days in order not to interfere with the normal work on a business day.

Staff Report
Conservation Commission
Acceptance of Conservation Easement Deeds
August 12, 2015

AGENDA NO. 15-058
DATE: 8/12/15

Background: Manchester Sand & Gravel has worked with the Planning board and Conservation Commission to grant the Town conservation easements at the "Villages' at Head's Pond" and at "Carriage Manor". A public hearing was held before the Town Council at their meeting on July 8, 2015.

Issue: To accept conservation easement deeds for 1) Manchester Sand, Gravel & Cement Co., Inc. "The Villages at Head's Pond" "Head's Pond" "Great Pond" "Town Pond" "Small Pond" parcels 3-1, 3-5, 3-19, 3-29, 14-2, 14-4, and 2) Carriage Manor of Hooksett Condominium Association conversation property to the south of Head's Pond, parcel 6-22-75.

Discussion: The Conservation Easements deeds are before you tonight to request that you accept the deeds and sign.

Fiscal Impact: None.

Recommendation: Motion to allow Dr. Shankle to sign the Conservation Easement Deeds for the Villages' at Head's Pond and Carriage Manor.

Prepared by: Carolyn Cronin, Assistant Planner

Town Administrator Recommendation: 



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

AFTER RECORDING RETURN TO:

CONSERVATION EASEMENT DEED

Manchester Sand, Gravel & Cement Co., Inc., with a principal place of business at 1355 Hooksett Road, Hooksett, County of Merrimack, State of New Hampshire, (hereinafter referred to as the "**Grantor**," its successors and assigns), for consideration paid, grants in perpetuity to the **Town of Hooksett**, a New Hampshire municipality with a principal mailing address of 16 Main Street, Hooksett, County of Merrimack, State of New Hampshire (hereinafter referred to as the "**Town**," its successors and assigns), pursuant to NH RSA 36-A: 4, a Conservation Easement (hereinafter referred to as the "Easement") with *Warranty Covenants*, described as the Easement area which is wholly contained within a certain parcel of land (hereinafter referred to as the "Conservation Property") to the east and south of Head's Pond in Hooksett, County of Merrimack, State of New Hampshire, with said Easement area more particularly bounded and described in Appendix "A" and further described as shown on the attached plan (Appendix "B"), both of which are attached hereto and made a part hereof. Pursuant to NH RSA 36-A: 4 this Conservation Deed shall be managed and controlled by the Hooksett Conservation Commission on behalf of the Town, with Third Party Right of Enforcement therein granted to the STATE OF NEW HAMPSHIRE acting through its DEPARTMENT OF ENVIRONMENTAL SERVICES, an administrative agency duly organized and existing under the laws of the State of New Hampshire, with a principal place of business at 29 Hazen Drive, City of Concord, County of Merrimack, State of New Hampshire, 03302, (the "Third Party Holder") . The fee simple title to the Conservation Property is being conveyed to the Town of Hooksett simultaneously with the conveyance of this Easement.

1. CONSERVATION RESTRICTIONS

The conservation restrictions serve the following conservation purposes:

A. To provide compensatory mitigation for the wetland impacts associated with the project known as The Villages at Head's Pond (New Hampshire Department of Environmental Services File No. 2006-02884) in accordance with the New Hampshire wetlands permit issued for said project. The referenced Town of Hooksett parkway corridor lot is being deeded separately to the

Town per prior agreement and is not subject to the Conservation Restrictions herein;

B. To preserve the land and the water bodies referred to as the so-called "Town Pond" and "Small Pond" (as shown on Appendix B) subject to the restrictions granted hereby for outdoor recreation by and the education of the general public, through the auspices of the Hooksett Conservation Commission (hereinafter referred to as the "Commission") on behalf of the Town;

C. To preserve and protect in perpetuity the natural habitat, natural vegetation, soils, hydrology, and the scenic and aesthetic character of the Conservation Property so that the Conservation Property retains its natural qualities and functions; and,

D. To prevent any future development, construction, or use that will significantly impair or interfere with the conservation values of the Conservation Property excepting those allowed uses as enumerated under Section 4 herein.

2. MANAGEMENT PLAN

A. The management of the Conservation Property by the Commission on behalf of the Town shall be in accordance with a Management Plan (hereinafter the "Plan"), that will be provided to the Third Party Holder and implemented and periodically updated approximately every ten (10) years after consultation with a certified wetlands scientist or other professionals as may be appropriate, that encourages and facilitates improvements in wetland vegetation, soils, hydrology and habitats. The Plan will include:

i. A history of the Conservation Property and its management, including forestry or agricultural activities engaged in since the last Plan;

ii. An inventory of natural resources, including, but not limited to: tree and plant species, wetland areas, vernal pools, wildlife habitats, and rare and endangered plant and animal communities;

iii. A property map, which shall delineate: the Conservation Property's boundaries, forest types, wetland areas, vernal pools, estimated locations of any threatened or endangered animal and plant species, unique geological, hydrological, historical, and/or cultural features, existing roads and other access to the Conservation Property, soil types, topography and aspect;

iv. A description of the proposed management objectives and practices for the following ten (10) year period; and

v. A schedule for the routine monitoring of the Conservation Property, identification of the party(s) responsible for monitoring, and confirmation of it being provided to the Third Party Holder.

3. USE LIMITATIONS

A. The Conservation Property shall be maintained in perpetuity in an undeveloped and natural

condition without there being conducted thereon any industrial or commercial activities, and provided that such uses shall not degrade the conservation purposes of the Conservation Property. No use shall be made of the Conservation Property, and no activity shall be permitted thereon, which is inconsistent with the intent of the conservation restrictions, that being the perpetual protection and preservation of the Conservation Property, as more particularly described in Section 1 herein.

B. The Conservation Property shall not be subdivided and none of the individual tracts that together comprise the Conservation Property shall be conveyed separately from one another.

C. No structure or improvement, including, but not limited to, a dwelling, any portion of a septic system, tennis court, swimming pool, aircraft landing strip, tower, commercial facility, billboard or other means of advertising display, driveway or road made of asphalt or other impervious surface, mobile home or other permanent structure or improvement, shall be constructed, placed, or introduced onto the Conservation Property. Ancillary structures and improvements including, but not limited to roads, docks, dams, fences, bridges, culverts, trash receptacles and picnic tables may be constructed, placed or introduced onto the Conservation Property, however shelters, cabanas, sheds, seasonal portable toilets and barbeque pits may be constructed, placed or introduced onto the Conservation Property, but shall be restricted to an area within approximately 200 feet of the beach and swimming area on Town Pond. Said ancillary structures and improvements shall be constructed only as necessary in the accomplishment of the forestry, conservation, or noncommercial outdoor recreational uses of the Conservation Property, and provided that they are not detrimental to the scenic, recreational, and wildlife habitat protection purposes of the conservation restrictions. Any such ancillary structure or improvement shall be constructed in a manner least detrimental to the conservation purposes as noted in Section 1 of this conservation deed.

D. At Head's Pond, Town Pond and Small Pond, trailer launch sites for public use and powerboats equipped with a gas-powered internal combustion engine shall be prohibited. At Small Pond, car top boat launch sites shall also be prohibited.

E. No removal, filling, or other disturbances of soil surface, nor any changes in topography, surface or subsurface water systems, wetlands, or natural habitat shall be allowed unless such activities:

- i. Are commonly necessary in the accomplishment of the forestry, conservation, habitat management, or noncommercial outdoor recreational uses of the Conservation Property and are allowed under Section 4 of this conservation deed; and
- ii. Do not harm state or federally recognized rare, threatened, or endangered species, such determination of harm to be based upon information from the New Hampshire Natural Heritage Inventory or the agency then recognized by the State of New Hampshire as having responsibility for identification and/or conservation of such species; and
- iii. Do not impact wetland vegetation, soils, hydrology or habitat; and

iv. Are not detrimental to the purposes of this conservation deed.

Prior to commencement of any such activities, all necessary federal, state, and local permits and approvals shall be secured and such notices as may be required under Section 8 of this conservation deed shall be delivered.

F. No outdoor signs shall be displayed within the Conservation Property except as desirable or necessary in the accomplishment of the forestry, conservation, or noncommercial outdoor recreational uses of the Conservation Property, and provided such signs are not detrimental to the purposes of this conservation deed. No sign shall exceed 15 square feet in size and no sign shall be artificially illuminated.

G. There shall be no mining, quarrying, excavation, or removal of rocks, minerals, gravel, sand, topsoil, or other similar materials on the Conservation Property, except in connection with any improvements made pursuant to the provisions of sections 3.A., C., D., or E., above. No such rocks, minerals, gravel, sand, topsoil, or other similar materials shall be removed from the Conservation Property.

H. There shall be no dumping, injection, burning, or burial of refuse, trash, rubbish, debris, junk, waste, man-made materials or materials then known to be environmentally hazardous, including vehicle bodies or parts, or other similar substances.

I. The use limitations described herein are specifically subject and subordinate to the allowed uses specified in Section 4 below.

4. ALLOWED USES

A. The Town shall be allowed to make the following improvements within the Conservation Property, subject to obtaining all required local, state and federal permits at the time the improvements are to be made:

i. An active public recreation area of approximately 1.08 acres to be located on the northeast shore line of Town Pond as shown on the attached plans in Appendix B, including 480 linear feet of shoreline on Town Pond to include a beach and swimming area and a car top boat launch site for public use, and an adjacent gravel-surface parking area (Parking Area # 4) not to exceed ten vehicles for the purpose of car top boat launch access, and handicap and senior access. Parking Area #4 may be relocated at a future date.

ii. An additional gravel-surface parking area (Parking Area # 3) not to exceed 20 vehicles as shown on attached plans in Appendix B for the purpose of public parking for the active recreation area.

iii. A car top boat launch site on Head's Pond (listed by NH law as a "Great Pond") for public use, in the location shown on the attached plans in Appendix B, to include a gravel-surface parking area (Parking Area # 2) not to exceed 15 vehicles; and

iv. A gravel-surface public parking area (Parking Area # 1) not to exceed 10 automobiles and one bus near the northeast end of Head's Pond, in the location shown on attached plans in Appendix B,

The Town shall have the right to maintain the aforementioned parking lots and all recreational trails, which shall remain as gravel surfaces.

B. The Commission on behalf of the Town shall have the right to conduct forestry and forest management activities for non-commercial purposes within the Conservation Property, including but not limited to cutting, planting, and thinning. Such activities are subject to the requirements of Section 3.A., and may only be conducted consistently with the conservation purposes of this conservation deed for the improvement of the forest resources, non-commercial outdoor recreational uses, and wildlife habitat of the Conservation Property. However, unpaved pedestrian trails may be constructed on the Property provided that they are included in the Stewardship Plan.

5. BENEFITS, BURDENS, AND ACCESS

A. The burden of the conservation deed conveyed hereby shall run with the land and shall be enforceable against all future owners and tenants in perpetuity; the benefits of this conservation deed shall not be appurtenant to any particular parcel of land but shall be in gross and assignable or transferable only to the State of New Hampshire, the U.S. Government, or any subdivision of either of them, consistent with Section 170(c)(1) of the U.S. Internal Revenue Code of 1986, as amended, or to any qualified organization within the meaning of Section 170(h)(3) of said Code, which organization has among its purposes the conservation and preservation of land and water areas and agrees to and is capable of enforcing the conservation purposes of this conservation deed. Any such assignee or transferee shall have like power of assignment or transfer.

B. The Commission on behalf of the Town shall conduct an annual inspection of the Conservation Property and all of its parts as is necessary to determine compliance with and to enforce this conservation deed and exercise the rights conveyed hereby and fulfill the responsibilities and carry out the duties as described in this conservation deed. A copy of the annual inspection shall be provided to the Third Party Holder.

C. Members of the general public shall have access to the Conservation Property for outdoor recreation and education activities. This public access shall include motor vehicle access over the existing gravel road, which lies outside of this conservation deed and within the Town-owned parkway corridor as shown on attached plans in Appendix B, to the four designated parking areas subject to control by gate at the entrance to the Town Park which shall at a minimum be closed by Town of Hooksett staff between December 1 and April 1 every year, and which will be closed between one-half hour after sunset and sunrise daily during the remainder of the year. On-road parking along the gravel road on the Town-owned parkway corridor within the Town Park shall be prohibited. A gate shall be installed on the gravel road immediately south of the southernmost parking lot (Parking Area #4) that will prevent vehicular access to the south, excepting emergency response and maintenance vehicles. The locations of the parking lots and gates are shown on the attached plans in Appendix B. The northernmost (Parking Area # 1) and

southernmost (Parking Area #4) parking lots and both gates are located outside of this Conservation Property and within a Town-owned parkway corridor as shown on attached plans in Appendix B.

Public access to the Conservation Property by foot or other non-motorized means shall be allowed all twelve months of the year via the gravel access road and via the existing recreational trail connecting to the gravel road at the north end of Town Pond and extending along the west side of Head's Pond toward Hooksett Road (U.S. Route 3/N.H. Route 28).

D. The Commission on behalf of the Town shall cooperate and coordinate all adjacent and nearby conservation interests or easement holders regarding access and conservation issues. The Hooksett Parkway Corridor (fee simple) Deed of even date specifically allows access to and from any adjacent parcels holding title or easement rights to conservation interests for the purpose of conservation monitoring, public education or conservation and forest management, until such time, if any, the Town-owned parkway corridor is made a public roadway.

6. LEGAL REMEDIES OF EASEMENT HOLDER

A. Nothing contained in this conservation deed shall be construed to entitle the Town its successors or assigns, to bring any action against the Grantor for any injury to or change in the Conservation Property.

B. The Town shall have the right to pursue all legal remedies against any third party responsible for any actions detrimental to the conservation purposes of this conservation deed.

C. The Town shall have the right to enforce this conservation deed by appropriate legal means and to obtain injunctive and other equitable relief against any third party for any violations, including without limitation, relief requiring restoration of the Conservation Property to its condition prior to the time of the violation, and shall be in addition to, and not limitation of, any other rights and remedies available to the Town.

D. Other than its obligation to maintain the Conservation Property in the manner specified above, the Commission on behalf of the Town, by its acceptance of this conservation deed, does not undertake or accept any liability or obligation relating to the condition of the Conservation Property which shall include, but not be limited to, any unsafe condition of a structure, road, or other facility.

E. The State of the New Hampshire shall have standing to seek an injunction, mandamus, or such other relief against the Town as may be necessary in the event the Town has not, in the State's opinion, taken steps necessary under this section to adequately preserve and protect the conservation purposes of this conservation deed.

7. COVENANTS TO "RUN WITH THE LAND"

A. The terms and conditions of this conservation deed shall run with the land in perpetuity and

be enforceable against the Town or any other person or entity holding any interest in the Conservation Property, and as further limited in paragraph 5A above.

B. The Commission on behalf of the Town is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this conservation deed.

C. The benefits of this conservation deed shall be in gross and the Town shall not assign them, unless as a condition of any assignment, the Town requires that the conservation purposes of this conservation deed continue to be enforced.

8. 16. THIRD PARTY RIGHT OF ENFORCEMENT

A. If the Easement Holder ceases to enforce the Easement conveyed hereby or fails to enforce it within thirty (30) days after receipt of written notice from the Third Party Holder requesting such, then the notifying Third Party Holder shall have all the rights heretofore granted to the Easement Holder to enforce this Easement. All reasonable costs of such enforcement shall be paid by the Easement Holder.

B. The interests held by the Third Party Holder are assignable or transferable to any party qualified to become the Easement Holder's or Third Party Holder's assignee or transferee as specified in Section 7 above. Any such assignee or transferee shall have like power of assignment or transfer. Any holder of an interest in this Easement desiring to transfer or assign its interest shall send written notice describing said intention to all other holders of any interest in this Easement at least thirty (30) days prior to such transfer or assignment taking effect.

9. NOTICES

All notices, requests and other communications, required or permitted to be given under this conservation deed shall be in writing, except as otherwise provided herein, and shall be delivered in hand or sent by certified mail, postage prepaid, return receipt requested to the appropriate address set forth above or at such other address as the Commission may hereafter designate by notice given in accordance herewith. Notice shall be deemed to have been given when so delivered or so mailed.

10. SEVERABILITY

If any provision of this conservation deed, or the application thereof to any person or circumstance, is found to be invalid by a court of competent jurisdiction, by confirmation of an arbitration award or otherwise, the remainder of the provisions of this conservation deed or the application of such provision to persons or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby.

11. CONDEMNATION

A. Notwithstanding the foregoing, whenever all or part of the Conservation Property is taken in exercise of eminent domain by public authority so as to abrogate in whole or in part the conservation deed conveyed hereby, the Town shall thereupon act to recover the full damages resulting from such taking with all incidental or direct damages and expenses incurred by them thereby to be paid out of the damages recovered.

B. The Town shall use its share of the proceeds in a manner consistent with and in furtherance of one or more of the conservation purposes set forth herein.

12. MERGER

The Grantor and the Town explicitly agree that it is their express intent, forming a part of the consideration hereunder, that the provisions of the conservation deed set forth herein are to last in perpetuity, and that to that end, no purchase or transfer of the underlying fee interest in the Conservation Property by or to the Town, or any successor or assign shall be deemed to eliminate the conservation deed, or any portion thereof, granted hereunder under the doctrine of merger or any other legal doctrine.

The Commission on behalf of the Town, by accepting and recording this conservation deed, agrees to be bound by and to observe and enforce the provisions hereof and assumes the rights and responsibilities herein granted to and incumbent upon the Commission on behalf of the Town, all in the furtherance of the conservation purposes for which this conservation deed is delivered.

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

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IN WITNESS WHEREOF, I have set my hand this 9th day of June 2015.

Manchester Sand, Gravel & Cement Co., Inc.
(Grantor)

Martha C. Kuyper
Witness

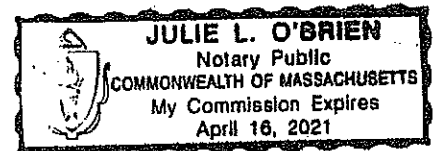
By: Dean M. Boylan, Jr.
Dean M. Boylan, Jr.
President
Duly Authorized

Commonwealth of Massachusetts
County of Suffolk

Personally appeared Dean M. Boylan, Jr., President of Manchester Sand, Gravel & Cement Co., Inc., on this 9th day of June, 2015 and acknowledged the foregoing to be his voluntary act and deed on behalf of said corporation.

Before me, Julie L. O'Brien
Justice of the Peace/Notary Public

My commission expires: 04/16/21



ACCEPTED: Town of Hooksett by its Conservation Commission (Town)

By: [Signature]
Name:

Title: CHAIR, HOOKSETT CONSERVATION COMMISSION
Duly Authorized

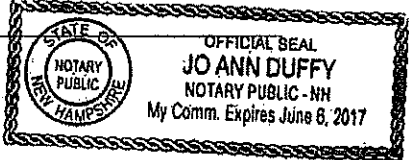
Date: JUNE 15, 2015

State of New Hampshire
County of Merrimack

Personally appeared Steven Couture, Chairman of the Town of Hooksett Conservation Commission on this 15th day of June, 2015 and acknowledged the foregoing to be his voluntary act and deed on behalf of said Conservation Commission and Town.

Before me, [Signature]
Justice of the Peace/Notary Public

My commission expires: _____



ACCEPTED: Department of Environmental Services (Third Party Enforcement Holder)

By: H. Keith Dubois
Name:

Title: Acting Assistant Commissioner
Duly Authorized

Date: June 12, 2015

State of New Hampshire
County of Merrimack

Personally appeared H. Keith Dubois, Acting Assistant Commissioner of the
New Hampshire Department of Environmental Services on this 12th day of June,
2015 and acknowledged the foregoing to be his voluntary act and deed on behalf of said
Department of Environmental Services and State.

Before me, Sue A. Lang
Justice of the Peace/Notary Public

My commission expires:



Appendix A

Legal Description

(Three tracts)

Tract 1:

Beginning at a stone bound at the southwest corner of the herein described tract on the northerly line of the land of Manchester Sand, Gravel & Cement Co., Inc. being tax parcel No. 14-2 and at the southeast corner of the land now or formerly of Greenview Management, LLC being tax parcel 14-1, thence along the land now or formerly of Greenview Management, LLC North 19° 41' 14" East 1712.01 feet to a reinforcing rod with a cap bearing the No. 2304 located at the base of a 14 inch pine tree at the northeast corner of the land of Greenview Management, LLC at the southerly side of the land of Manchester Sand, Gravel & Cement Co., Inc. being tax parcel 6-22-75, thence along the land of Manchester Sand, Gravel & Cement Co., Inc. South 77° 19' 23" East 806.99 feet to the westerly edge of Head's Pond, thence southerly easterly and northerly along the edge of Head's Pond approximately 4200 +/- feet to the land of Manchester, Sand Gravel & Cement Co., Inc. being tax parcel 3-29, also known as the proposed Head's Pond Development thence along the Head's Pond Development North 69° 26' 20" East 397.64 feet to the westerly edge of the proposed parkway corridor for the proposed Head's Pond Boulevard and the beginning of a non-tangent circular curve, the thence along the westerly edge of the proposed parkway corridor and a non-tangent circular curve concave to the left having a radius of 691.00 feet 294.00 feet thence along the westerly edge of the proposed parkway corridor South 33° 14' 05" East 354.78 feet to the beginning of a tangent circular curve, thence along the westerly edge of the proposed parkway corridor and a tangent circular curve concave to the right having a radius of 665.00 feet 294.80 feet, thence along the westerly edge of the proposed parkway corridor South 07° 50' 06" East 621.35 feet to the beginning of a tangent circular curve, thence along the westerly edge of the proposed parkway corridor and a tangent circular curve concave to the left having a radius of 851.00 feet 243.43 feet, thence along the westerly edge of the proposed parkway corridor South 24° 13' 28" East 220.78 feet to the beginning of the tangent circular curve, thence along the westerly edge of the proposed parkway corridor and a tangent circular curve concave to the right having a radius of 4897.00 feet 1565.55 feet, thence along the westerly edge of the proposed parkway corridor South 05° 54' 26" West 1467.28 feet to the beginning of a tangent circular curve, thence along the westerly edge of the proposed parkway corridor and a tangent circular curve concave to the left having a radius of 851.00 feet 335.01 feet, thence along the westerly edge of the proposed parkway corridor South 28° 27' 44" East 448.83 feet to the beginning of a tangent circular curve, thence along the westerly edge of the proposed parkway corridor and a tangent circular curve concave to the right having a radius of 665.00 feet 685.54 feet to land of Manchester Sand, Gravel & Cement Co., Inc. being tax parcel 14-10, thence along the land of Manchester Sand, Gravel & Cement Co., Inc. being tax parcel 14-10 and land of Manchester Sand, Gravel & Cement Co., Inc. being tax parcel 14-2 South 75°

52' 50" West 2968.35, thence North 50° 15' 26" East 1718.52 feet to a former lot line, thence North 01° 19' 34" West 958.78 feet, thence North 66° 45' 07" West 234.65 feet, thence North 49° 10' 55" West 903.48 feet to the point of beginning.

Said premises are further described as Parcel A on a Plan entitled "Lot Line Adjustment Recording Plan, Boundary Survey, Multi-Use Development Lots "A", 14-2 & 14-10, Manchester Sand, Gravel & Cement Co., Inc. Hooksett, Merrimack County, New Hampshire", scale 1" = 100', dated 09-22-11 and revised 11-04-11, by Holden Engineering & Surveying, Inc., and recorded at the Merrimack County Registry of Deeds on 07-12-2013 as Plan # 20218 Sheets 2, 3, 4, 5, 6, 7 and 8.

Tract 2:

Beginning at the most northerly corner of the herein described tract at the land of the Head's Pond Development being tax parcel 3-1 at the westerly edge of the proposed parkway corridor for the proposed Head's Pond Boulevard, thence along the westerly edge of the proposed parkway corridor and a non-tangent curve concave to the left having a radius of 623.00 feet 780.02 feet, thence along the westerly edge of the proposed parkway corridor South $30^{\circ} 28' 22''$ West 280.27 feet to the beginning of a tangent circular curve, thence along the westerly edge of the proposed parkway corridor and a tangent circular curve concave to the right having a radius of 691.00 feet 144.75 feet to the land of the Head's Pond Development, thence along the Head's Pond Development North $23^{\circ} 46' 42''$ West 100.66 feet thence along the Head's Pond Development North $04^{\circ} 18' 50''$ East 164.34 feet, thence along the Head's Pond Development North $39^{\circ} 04' 57''$ West 84.99 feet, thence along the Head's Pond Development North $28^{\circ} 56' 08''$ East 124.08 feet, thence along the Head's Pond Development North $16^{\circ} 58' 50''$ West 153.84 feet, thence along the Head's Pond Development North $39^{\circ} 43' 56''$ West 75.09 feet, thence along the Head's Pond Development North $53^{\circ} 55' 22''$ West 96.56 feet, thence along the Head's Pond Development North $79^{\circ} 03' 42''$ West 47.61 feet, thence along the Head's Pond Development North $21^{\circ} 56' 14''$ West 30.21 feet, thence along the Head's Pond Development North $19^{\circ} 30' 37''$ East 79.01 feet, thence along the Head's Pond Development South $76^{\circ} 30' 00''$ East 41.52 feet, thence along the Head's Pond Development North $64^{\circ} 20' 44''$ East 84.84 feet, thence along the Head's Pond Development North $47^{\circ} 48' 46''$ East 87.87 feet, thence along the Head's Pond Development South $86^{\circ} 11' 19''$ East 103.00 feet, thence along the Head's Pond Development North $60^{\circ} 06' 25''$ East 58.06 feet, thence along the land of Head's Pond Development North $51^{\circ} 47' 26''$ West 46.96 feet, thence along the Head's Pond Development North $11^{\circ} 55' 18''$ East 142.68 feet, thence along the Head's Pond Development North $57^{\circ} 21' 16''$ East 35.74 feet to the point of beginning.

Said premises are further described as Parcel A on a Plan entitled "Subdivision Recording Plan, Boundary Survey, Multi-Use Development, Map 3, Lots 1, 5, & 19, Manchester Sand, Gravel & Cement Co., Inc. Hooksett, Merrimack County, New Hampshire", scale 1" = 50', dated 10-08-07 and revised 04-02-13, by Holden Engineering & Surveying, Inc., and recorded at the Merrimack County Registry of Deeds on 06-27-2013 as Plan# 20201, Sheets R25, R31 and R32.

Tract 3:

Beginning at the Southeasterly corner of the herein described tract at the southwesterly corner of the land of Manchester Sand, Gravel & Cement Co., Inc. the tax parcel 14-4 on the Northerly line of land of Manchester Sand, Gravel & Cement Co., Inc. the tax parcel 14-10, thence along the land of Manchester Sand, Gravel & Cement Co., Inc. the tax parcel 14-10, 3-28-and 14-10 North $76^{\circ} 28' 27''$ West 535.10 feet to the easterly edge of the proposed parkway corridor for the proposed Head's Pond Boulevard, thence along the easterly edge of the proposed parkway corridor and a non-tangent circular curve concave to the left having a radius of 767.00 feet 759.54 feet, thence along the easterly edge of the proposed parkway corridor North $28^{\circ} 27' 44''$ West 448.83 feet to the beginning of a tangent circular curve, thence along the tangent circular curve concave to the right having a radius of 749.00 feet 294.85 feet, thence along the easterly edge of the proposed parkway corridor North $05^{\circ} 54' 26''$ West 1467.28 feet to the beginning of a tangent circular curve, thence along the easterly edge of the proposed parkway corridor and a tangent circular curve concave to the left having a radius of 4,999.00 feet 520.17 feet to the southeast corner of Lot E, thence along Lot E South $78^{\circ} 54' 46''$ East 21.70 feet to the land of Manchester Sand, Gravel & Cement Co., Inc. being tax parcel 14-5, thence along the land of Manchester Sand, Gravel & Cement Co., Inc. being tax parcel 14-5 and the land of Manchester Sand, Gravel & Cement Co., Inc. being tax parcel 14-4 South $06^{\circ} 58' 29''$ East 1501.72 feet, thence along the land of Manchester Sand, Gravel & Cement Co., Inc. South $32^{\circ} 51' 48''$ East 228.88 feet, thence along the land of Manchester Sand, Gravel & Cement Co., Inc. South $39^{\circ} 38' 34''$ East 147.10 feet, thence along the land of Manchester Sand, Gravel & Cement Co., Inc. South $52^{\circ} 55' 31''$ East 316.44 feet, thence along the land of Manchester Sand, Gravel & Cement Co., Inc. South $36^{\circ} 13' 19''$ East 338.35 feet, thence along land of Manchester Sand, Gravel & Cement Co., Inc. South $20^{\circ} 33' 43''$ East 385.26 feet, thence along the land of Manchester Sand, Gravel & Cement Co., Inc. South $09^{\circ} 43' 56''$ East 465.41 feet, thence along land of Manchester Sand, Gravel & Cement Co., Inc. South $04^{\circ} 45' 49''$ West 419.66 feet to the point of beginning.

Total area of all three tracts is 8,251,995 Square Feet or 189.440 Acres.

For title reference of the Grantor, see deed recorded in the Merrimack County Registry of Deeds in Book 1655 Page 737.

Said premises are further described as Parcel A on a Plan entitled "Lot Line Adjustment Recording Plan, Boundary Survey, Multi-Use Development Lots "A", 14-2 & 14-10, Manchester Sand, Gravel & Cement Co., Inc. Hooksett, Merrimack County, New Hampshire", scale 1" = 100', dated 09-22-11 and revised 11-04-11, by Holden Engineering & Surveying, Inc., and recorded at the Merrimack County Registry of Deeds on 07-12-2013 as Plan # 20218, Sheets 4, 6 and 8.

Appendix B

Plans

8 1/2" x 11" Plans Attached

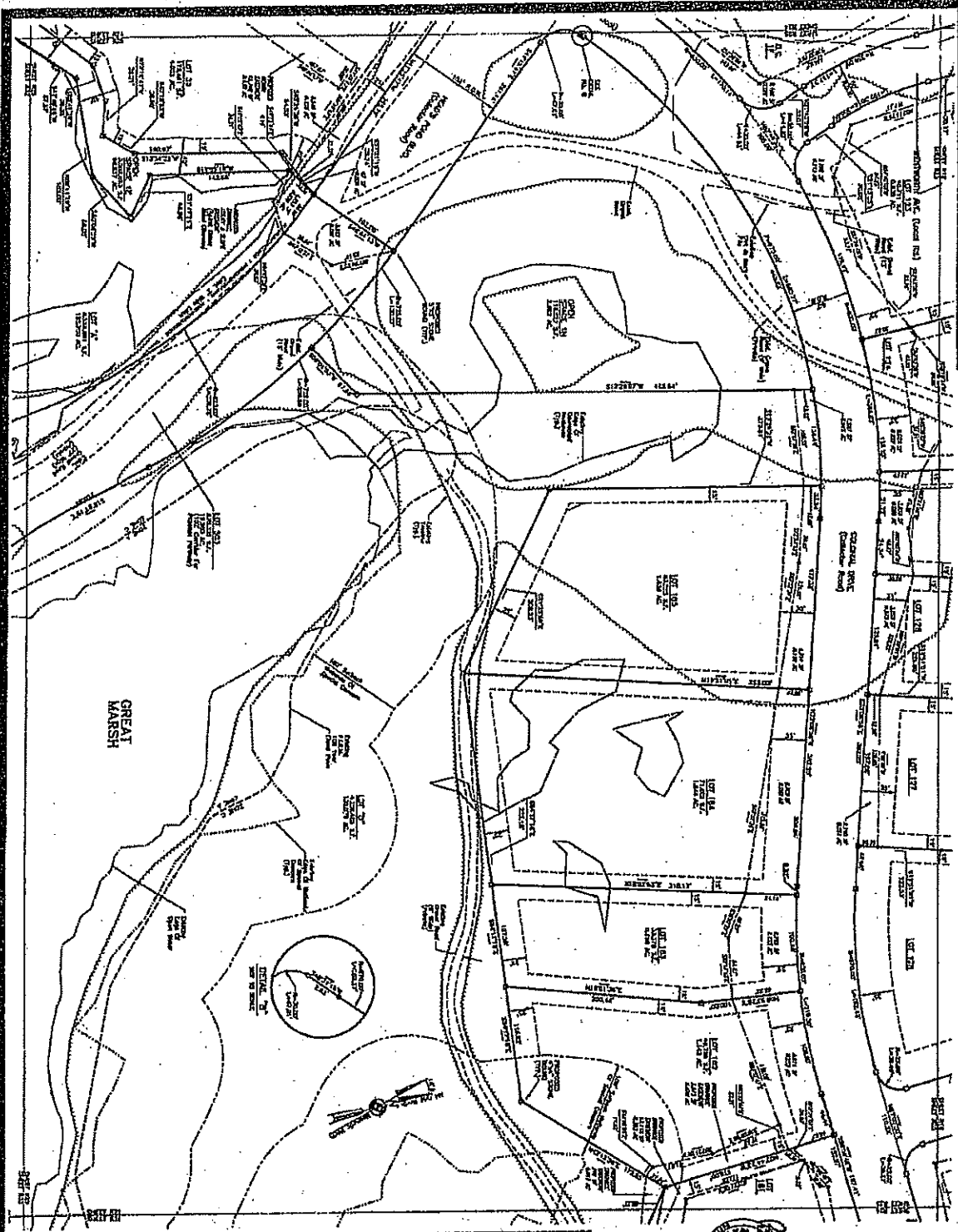
**Full Size Plans Previously Recorded in the
Merrimack County Registry of Deeds
as follows:**

Tract 1: Plan # 20218 - Sheets 2, 3, 4, 5, 6, 7 and 8 on July 12, 2013

Tract 2: Plan # 20201 - Sheets R25, R31 and R32 on June 27, 2013

Tract 3: Plan # 20218 - Sheets 4, 6 and 8 on July 12, 2013

M. C. CASE
 RECORDS COUNTY RECORDS
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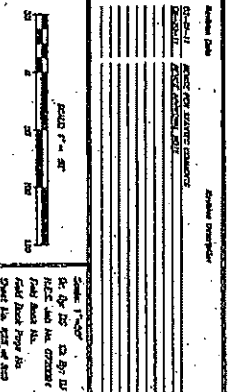


IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the State of New Hampshire, at Dover, New Hampshire, this 10th day of August, 1907.

[Signature]
 Surveyor

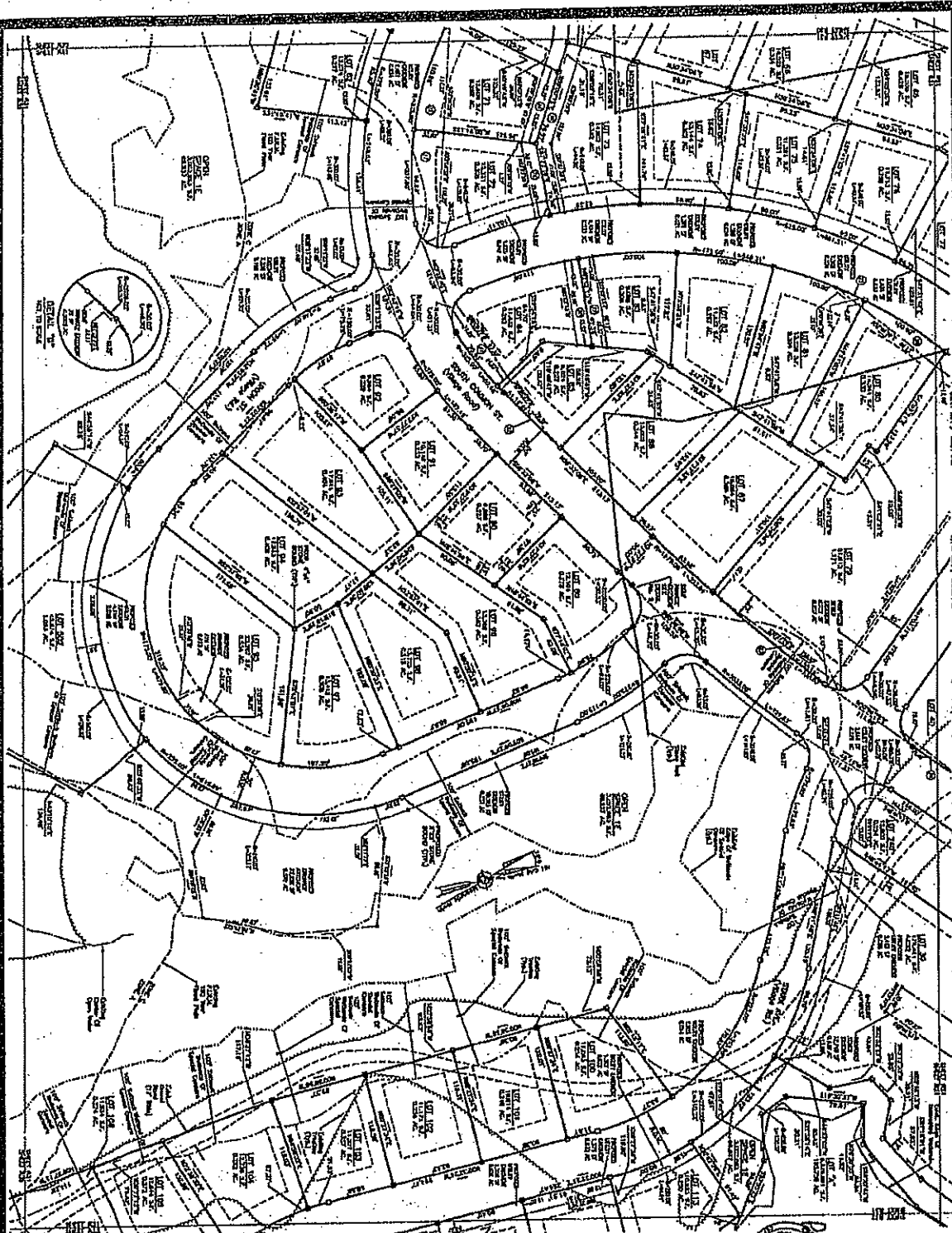
APPROVAL OF THIS PLAN SHALL EXPIRE FROM (4) YEARS FROM THE DATE OF THE RECORDING OF THE PLANS IN THE RECORDS COUNTY REGISTER OF DEEDS, UNLESS THE POINT BE SURVEYED IN THE FIELD AND ADEQUATELY MARKED WITH STAKES, AND THE POINT BE SURVEYED AND THE TIME OF SURVEY REFERRED TO IN THIS PLAN OF BOUNDARY.

SUBMISSION RECORDING PLAN - THE WALLS AT HEAD'S POND
 Boundary Survey
 Half-lot Development
 Map 3, Lots 1, 3, & 19
 Manchester Sand, Gravel & Cement Co., Inc.
 Hooksett, Merrimack County, New Hampshire
 10-08-07



HOLDEN ENGINEERING & SURVEYING, Inc.
 100 State St.
 Concord, N.H. 03301
 Tel: 603-225-1111
 Fax: 603-225-1112

APPROVED THIS 10th DAY OF AUGUST 1907
 [Signature]
 10-08-07
 1-11-2413



SHEET NO. 39 of 41
 SUBDIVISION OF THE VILLAGES AT HERD'S POND
 HADLEY, HAMPDEN COUNTY, MASSACHUSETTS
 PREPARED BY HOLDEN ENGINEERING & SURVEYING, INC.
 10-08-07

APPROVED FOR THE TOWN OF HADLEY PLANNING BOARD
 DATE APPROVED 5-15-2012
 DATE REVISION 6-11-2013
 HOLDEN ENGINEERING & SURVEYING, INC.
 10 TOWN STREET
 HADLEY, MASSACHUSETTS 01035

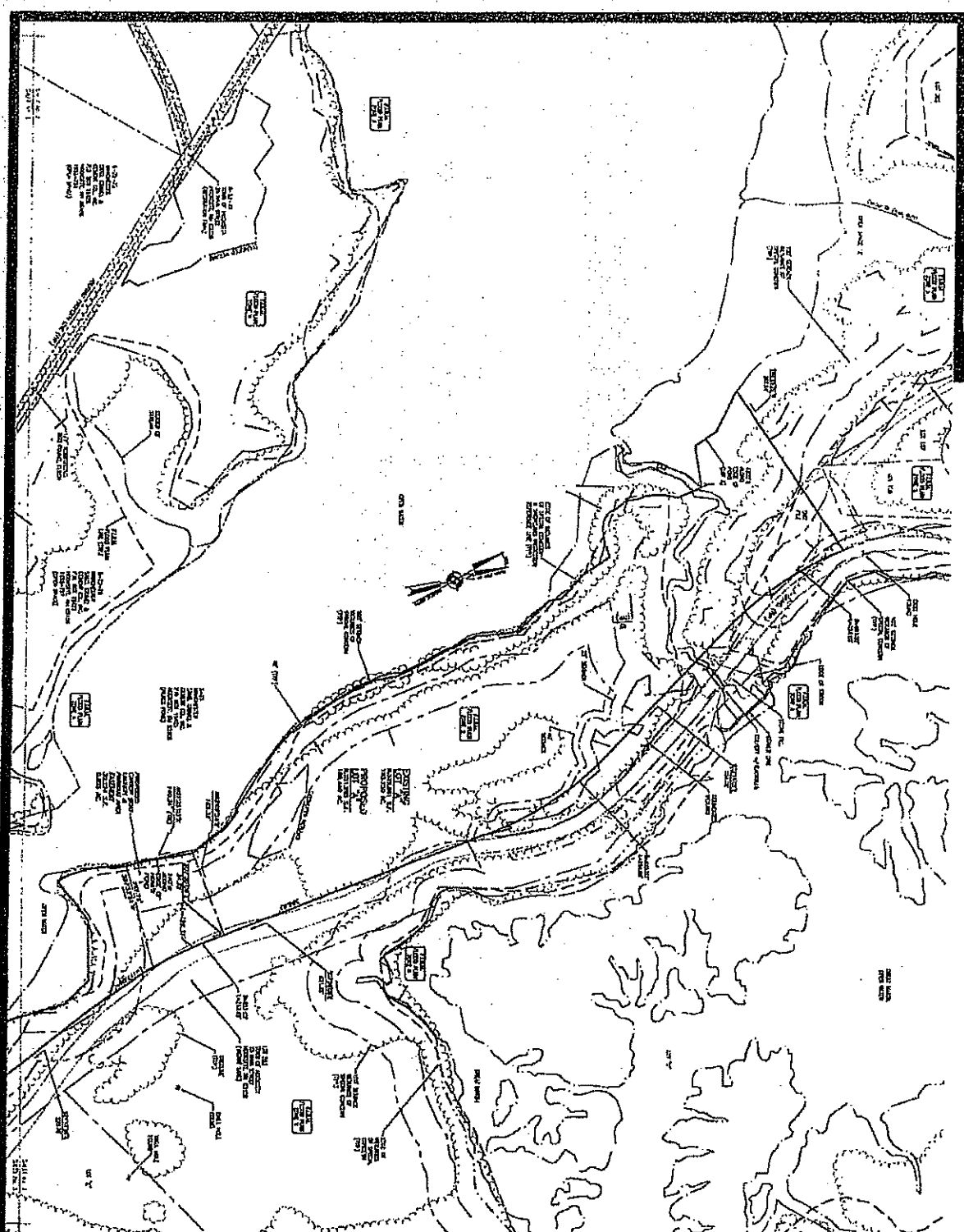
SUBDIVISION RECORDING PLAN - THE VILLAGES AT HERD'S POND
 Boundary Survey
 Multi-Use Development
 Map 3, Lots 1, 5, & 13
 Alexander Sand, Conrad & Conant Co., Inc.
 Hadley, Hampden County, New Hampshire
 10-08-07

PORTION OF THIS PLAN SHALL BECOME PART (A) OF THE RECORDS OF THE REGISTER OF DEEDS, JUNIUS H. GILBERT, REGISTER OF DEEDS, HADLEY, MASSACHUSETTS, PURSUANT TO RSA 211:3, AND THE PLAN OF RECORDING WITH THIS PLAN OF MAP DATE 10-08-07.

NO REVISIONS OR ALTERATIONS SHALL BE MADE BY THE REGISTER OF DEEDS, JUNIUS H. GILBERT, REGISTER OF DEEDS, HADLEY, MASSACHUSETTS, WITHOUT THE WRITTEN CONSENT OF HOLDEN ENGINEERING & SURVEYING, INC. ALL RIGHTS RESERVED.

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY SUPERVISION AND I AM A LICENSED SURVEYOR AND REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF MASSACHUSETTS AND I AM NOT PROVIDING THESE SERVICES IN CONNECTION WITH ANY OTHER SERVICE PROVIDED BY ME OR MY FIRM.

2488
 MICHIGAN
 REGISTERED PROFESSIONAL SURVEYOR
 JAMES W. HAYES
 100 EAST CANTON A



GENERAL NOTES:

1. ALL RIGHTS RESERVED BY THE SURVEYOR.
2. THIS SURVEY IS BASED ON THE RECORDS OF THE PUBLIC RECORDS OF THE COUNTY OF HAMPDEN, MASSACHUSETTS.
3. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE SITE AND HAS FOUND NO OBSTRUCTIONS TO THE SURVEY.
4. THE SURVEYOR HAS FOUND NO EVIDENCE OF ANY UNLAWFUL ENCROACHMENTS OR VIOLATIONS OF ANY APPLICABLE LAWS OR REGULATIONS.
5. THE SURVEYOR HAS FOUND NO EVIDENCE OF ANY UNLAWFUL ENCROACHMENTS OR VIOLATIONS OF ANY APPLICABLE LAWS OR REGULATIONS.
6. THE SURVEYOR HAS FOUND NO EVIDENCE OF ANY UNLAWFUL ENCROACHMENTS OR VIOLATIONS OF ANY APPLICABLE LAWS OR REGULATIONS.
7. THE SURVEYOR HAS FOUND NO EVIDENCE OF ANY UNLAWFUL ENCROACHMENTS OR VIOLATIONS OF ANY APPLICABLE LAWS OR REGULATIONS.
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9. THE SURVEYOR HAS FOUND NO EVIDENCE OF ANY UNLAWFUL ENCROACHMENTS OR VIOLATIONS OF ANY APPLICABLE LAWS OR REGULATIONS.
10. THE SURVEYOR HAS FOUND NO EVIDENCE OF ANY UNLAWFUL ENCROACHMENTS OR VIOLATIONS OF ANY APPLICABLE LAWS OR REGULATIONS.

LOT LINE ADJUSTMENT
 BOUNDARY SURVEY
 MULTI-USE DEVELOPMENT
 LOTS 2, 14-2 & 14-10
 MANCHESTER SAND, GRAVEL & CONCRETE CO., INC.
 HAMPDEN COUNTY, MASSACHUSETTS
 09-22-11

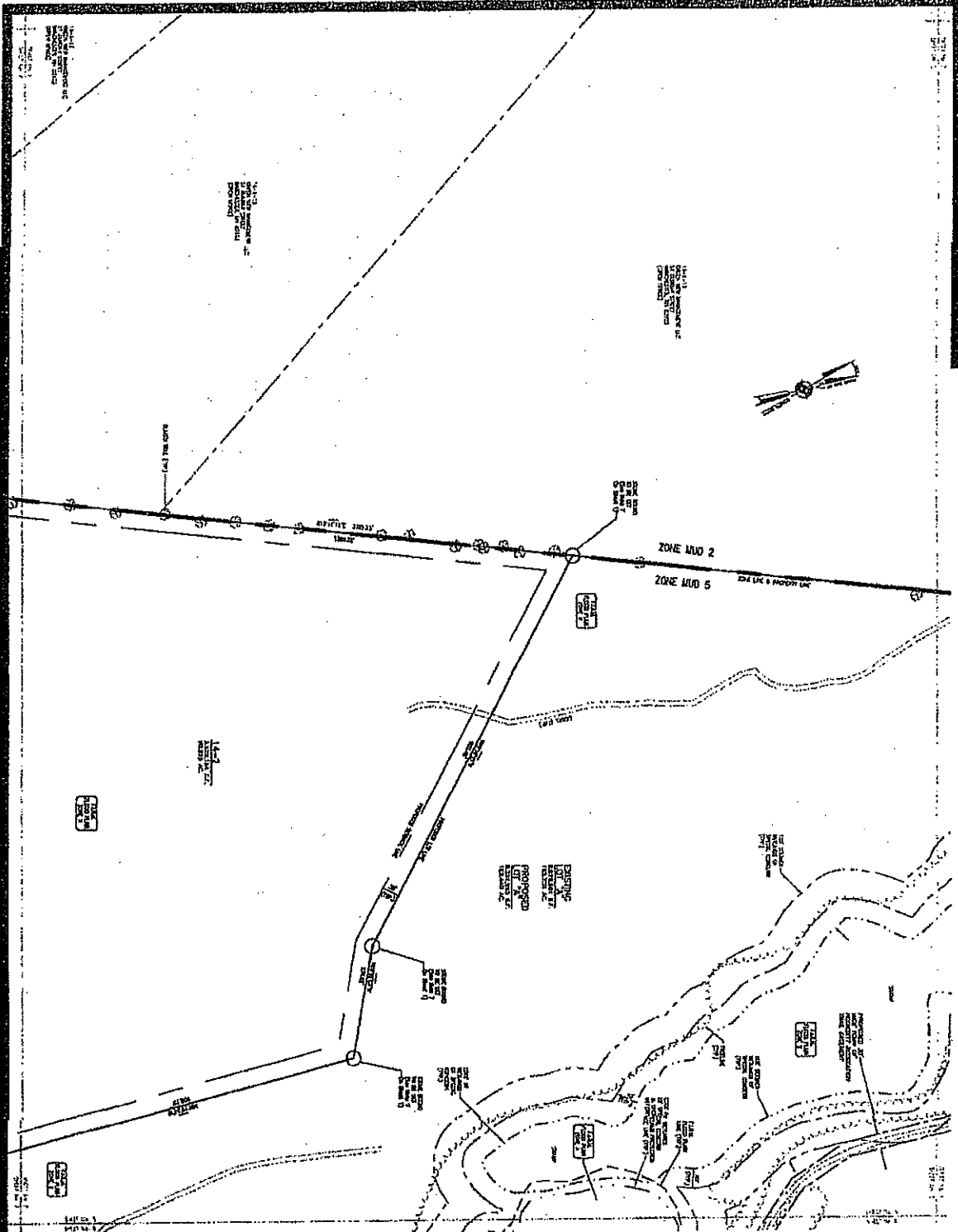
HOLDEN ENGINEERING & SURVEYING, INC.
 100 WEST MAIN STREET
 SUITE 200
 HAMPDEN, MASSACHUSETTS 01907
 TEL: 413-562-1111
 FAX: 413-562-1112
 WWW.HOLDEN-ENGINEERING.COM

APPROVED: _____
 JAMES W. HAYES
 REGISTERED PROFESSIONAL SURVEYOR

DRAWN BY: _____
 DATE: _____

APPROVED: _____
 JAMES W. HAYES
 REGISTERED PROFESSIONAL SURVEYOR

DRAWN BY: _____
 DATE: _____



ENGINEERING LEGEND

--- BOUNDARY LINE
 --- PROPERTY LINE
 --- EASEMENT LINE
 --- CONVEYANCE LINE
 --- EASEMENT LINE
 --- CONVEYANCE LINE
 --- EASEMENT LINE
 --- CONVEYANCE LINE

PROPOSED LOT LINE

--- PROPOSED LOT LINE
 --- PROPOSED LOT LINE
 --- PROPOSED LOT LINE

NOTICE TO THE PUBLIC

THIS MAP IS A REPRODUCTION OF THE ORIGINAL SURVEY MAP AND IS NOT TO BE USED AS A BASIS FOR ANY OTHER SURVEY OR CONVEYANCE. THE ORIGINAL SURVEY MAP IS ON FILE IN THE OFFICE OF THE REGISTER OF DEEDS, NEW HAMPSHIRE.

LOT LINE ADJUSTMENT
 RECORDED PLAN
 Boundary Survey
 Multi-lot Development
 Lots 14-2 & 14-10
 Manchester Sand, Gravel & Cement Co., Inc.
 Rockwell, Merrimack County, New Hampshire
 00-25-11

APPROVED TOWN OF ROCKWELL PLANNING BOARD

HOLDEN ENGINEERING & SURVEYING, Inc.
 11171 125th St.
 718-125-1212
 11/17/2011
 7/8/12/12

CONTRACT NO. 100-125-1212

DATE APPROVED: 08/25/2011

REGISTERED PROFESSIONAL ENGINEER

REGISTERED PROFESSIONAL SURVEYOR

REGISTERED PROFESSIONAL LAND SURVEYOR

REGISTERED PROFESSIONAL CIVIL ENGINEER

REGISTERED PROFESSIONAL ARCHITECT

REGISTERED PROFESSIONAL ELECTRICAL ENGINEER

REGISTERED PROFESSIONAL MECHANICAL ENGINEER

REGISTERED PROFESSIONAL CHEMICAL ENGINEER

REGISTERED PROFESSIONAL INDUSTRIAL ENGINEER

REGISTERED PROFESSIONAL AERONAUTICAL ENGINEER

REGISTERED PROFESSIONAL METALLURGICAL ENGINEER

REGISTERED PROFESSIONAL NUCLEAR ENGINEER

REGISTERED PROFESSIONAL AGRICULTURAL ENGINEER

REGISTERED PROFESSIONAL MARINE ENGINEER

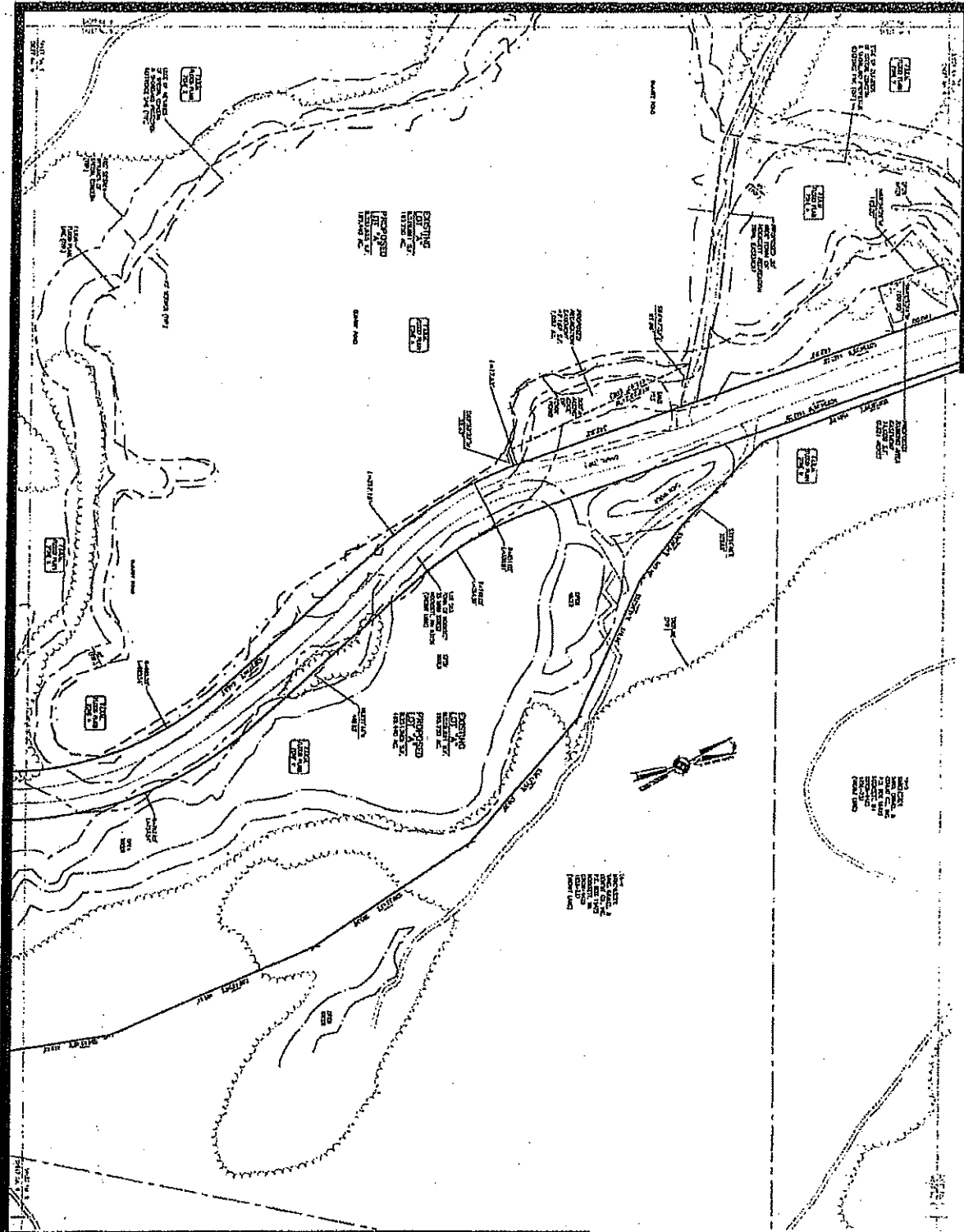
REGISTERED PROFESSIONAL AERONAUTICAL ENGINEER

REGISTERED PROFESSIONAL METALLURGICAL ENGINEER

REGISTERED PROFESSIONAL NUCLEAR ENGINEER

REGISTERED PROFESSIONAL AGRICULTURAL ENGINEER

REGISTERED PROFESSIONAL MARINE ENGINEER



EXISTING LOT:

Lot No.	Area (Ac.)	Owner
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PROPOSED LOT:

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APPROVAL OF THIS PLAN SHALL CONSTITUTE FINAL (3) YEARS FROM THE DATE OF RECORDING BEING APPROVED BY THE PLANNING BOARD. THE PLANNING BOARD HAS REVIEWED THE PLAN TO DETERMINE IF THE PROPOSED LOT LAYOUT IS IN ACCORDANCE WITH THE ZONING ORDINANCE OF HANCOCK COUNTY.

LOT LINE ADJUSTMENT RECORDING PLAN
 Boundary Survey
 Multi-Use Development
 Lots 1, 14-2 & 14-10
 Manchester Sand, Gravel & Cement Co., Inc.
 Hooksett, Merrimack County, New Hampshire
 09-22-11

PROPOSED LOT:

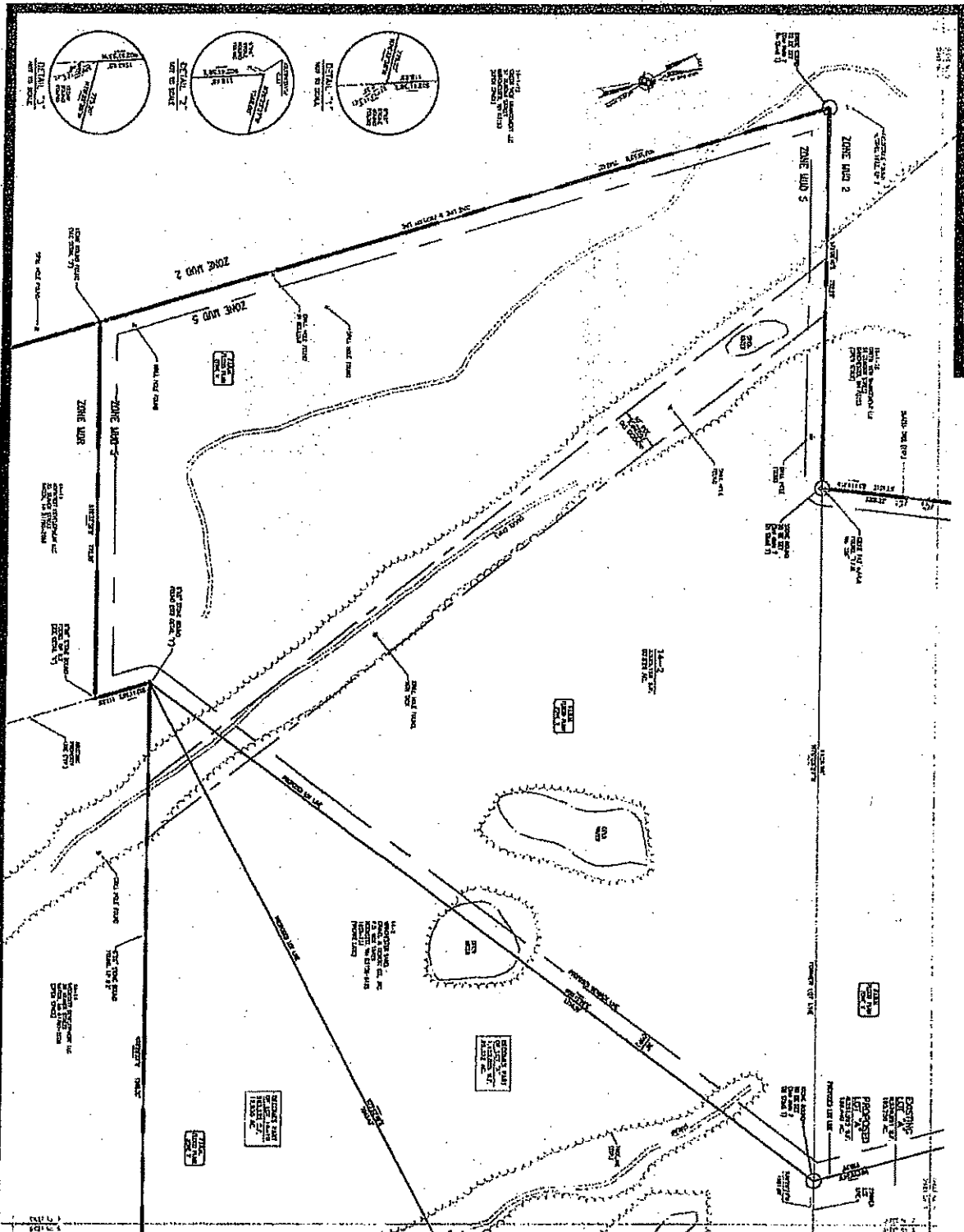
Lot No.	Area (Ac.)	Owner
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HOLDEN ENGINEERING & SURVEYING, Inc.
 1000 Main Street
 Hooksett, NH 03042
 (603) 888-1111
 www.holden-engineering.com

APPROVED TOWN OF HOOKSETT PLANNING BOARD

David W. Holden
 01/23/2011
 11/15/2011

Consult / Not Consult
 Date Approved
 Date Signed



NO.	DESCRIPTION	DATE
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2
3
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9
10

PROPOSED LINES:
 ...
 ...
 ...

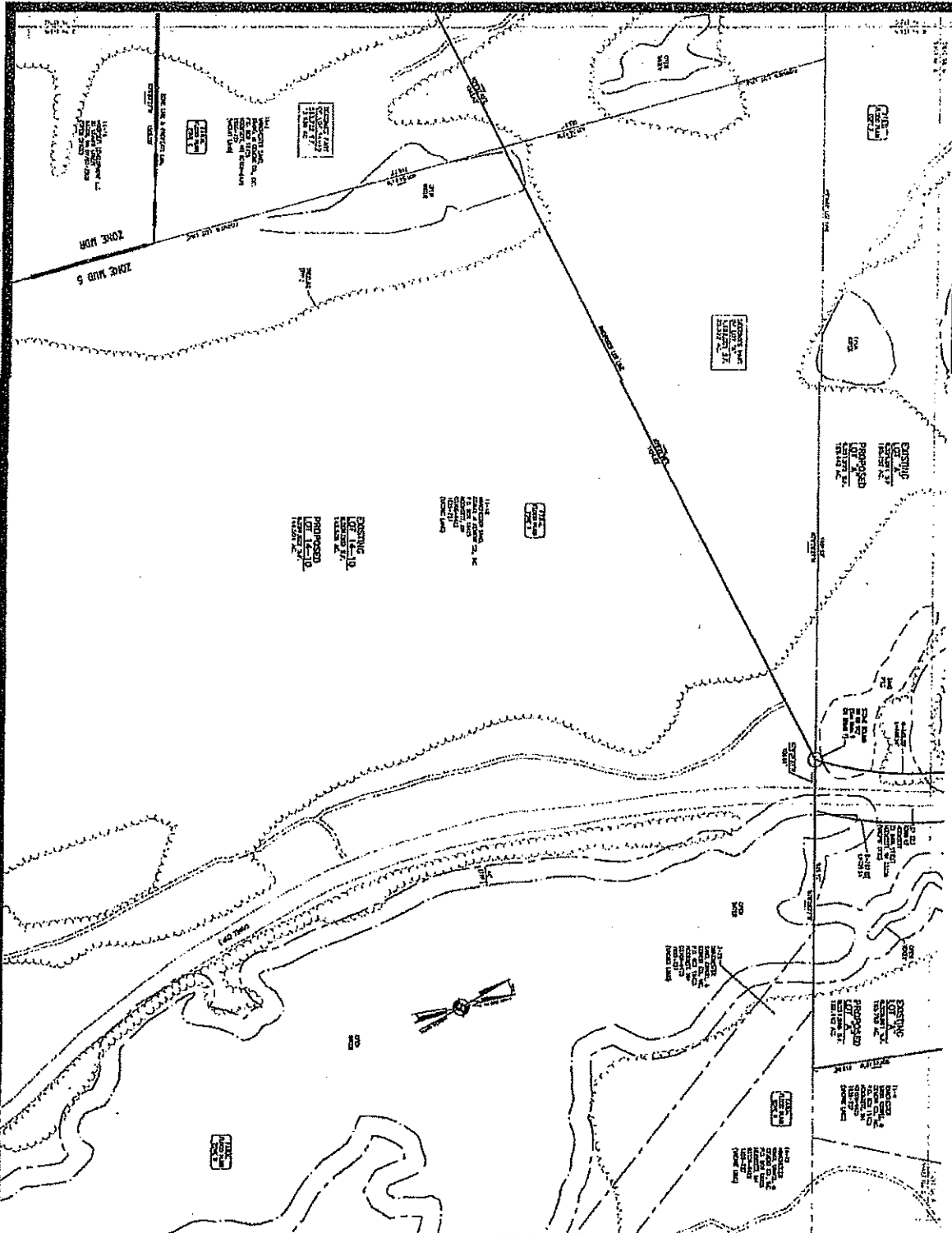
PROPERTY OF THIS PLAN SHALL EXPIRE ...
 ...
 ...

LOT LINE ADJUSTMENT
 RECONSTRUCTION PLAN
 Boundary Survey
 Half-Use Development
 Lots 2, 14-2 & 14-10
 Manchester Sand, Gravel & Cement Co., Inc.
 Hoodsell, Merrimack County, New Hampshire
 09-22-11

Scale: 1" = 100'
 ...
 ...

HOLDEN ENGINEERING & SURVEYING, Inc.
 ...
 ...

DATE: 10/18/11
 SHEET NO. 1 OF 1
 PROJECT NO. 11-0001
 TOWN OF MONROE
 MONROE PLANNING BOARD
 8468
 HOLDEN ENGINEERING & SURVEYING, INC.
 1151 STATE ST. SUITE 200
 MONROE, LA 70601
 PHONE: (504) 833-1111
 FAX: (504) 833-1112
 WWW.HOLDEN-ENG.COM



EXISTING LOT 14-12
 THIS PARCEL IS THE SUBJECT OF A DEED DATED 10/18/11, WHEREIN THE LAND IS BEING CONVEYED TO THE TOWN OF MONROE. THE DEED IS FILED IN THE PUBLIC RECORDS OF THE PARISH OF MONROE, LOUISIANA, BOOK 115, PAGE 111.

EXISTING LOT 14-11
 THIS PARCEL IS THE SUBJECT OF A DEED DATED 10/18/11, WHEREIN THE LAND IS BEING CONVEYED TO THE TOWN OF MONROE. THE DEED IS FILED IN THE PUBLIC RECORDS OF THE PARISH OF MONROE, LOUISIANA, BOOK 115, PAGE 111.

EXISTING LOT 14-10
 THIS PARCEL IS THE SUBJECT OF A DEED DATED 10/18/11, WHEREIN THE LAND IS BEING CONVEYED TO THE TOWN OF MONROE. THE DEED IS FILED IN THE PUBLIC RECORDS OF THE PARISH OF MONROE, LOUISIANA, BOOK 115, PAGE 111.

PROPOSED LOT 14-12
 THIS PARCEL IS THE SUBJECT OF A DEED DATED 10/18/11, WHEREIN THE LAND IS BEING CONVEYED TO THE TOWN OF MONROE. THE DEED IS FILED IN THE PUBLIC RECORDS OF THE PARISH OF MONROE, LOUISIANA, BOOK 115, PAGE 111.

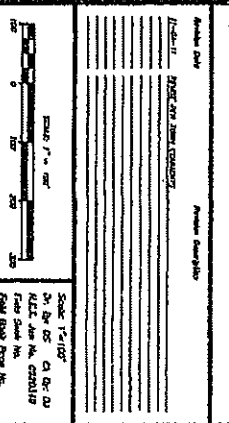
PROPOSED LOT 14-11
 THIS PARCEL IS THE SUBJECT OF A DEED DATED 10/18/11, WHEREIN THE LAND IS BEING CONVEYED TO THE TOWN OF MONROE. THE DEED IS FILED IN THE PUBLIC RECORDS OF THE PARISH OF MONROE, LOUISIANA, BOOK 115, PAGE 111.

PROPOSED LOT 14-10
 THIS PARCEL IS THE SUBJECT OF A DEED DATED 10/18/11, WHEREIN THE LAND IS BEING CONVEYED TO THE TOWN OF MONROE. THE DEED IS FILED IN THE PUBLIC RECORDS OF THE PARISH OF MONROE, LOUISIANA, BOOK 115, PAGE 111.

APPROVAL OF THE PARISH BOARD (10/18/11) IS REQUIRED IN THE PARISH OF MONROE, LOUISIANA, BOOK 115, PAGE 111.

LOT LINE ADJUSTMENT
BOUNDARY SURVEY
Kelly-Use Development
 Lots 14-2 & 14-10
 Manchester, Soud, Crowl & Carnot Co., Inc.
 Hooksett, Merrimack County, New Hampshire
 09-22-11

MONROE, LA
 HOLDEN ENGINEERING & SURVEYING, INC.
 1151 STATE ST. SUITE 200
 MONROE, LA 70601
 PHONE: (504) 833-1111
 FAX: (504) 833-1112
 WWW.HOLDEN-ENG.COM



HOLDEN ENGINEERING & SURVEYING, INC.
 1151 STATE ST. SUITE 200
 MONROE, LA 70601
 PHONE: (504) 833-1111
 FAX: (504) 833-1112
 WWW.HOLDEN-ENG.COM

APPROVED: TOWN OF MONROE PLANNING BOARD
 DATE APPROVED: 11/15/2011
 DATE ISSUED: 11/15/2011

AFTER RECORDING RETURN TO:

CONSERVATION EASEMENT

Carriage Manor of Hooksett Condominium Association, with a principal place of business at 1355 Hooksett Road, Hooksett, County of Merrimack, State of New Hampshire 03106, (hereinafter referred to as the "**Grantor**," its successors and assigns), for consideration paid, grants in perpetuity to the **Town of Hooksett**, a New Hampshire municipality with a principal mailing address of 16 Main Street, Hooksett, County of Merrimack, State of New Hampshire 03106 (hereinafter referred to as the "**Town**," its successors and assigns), pursuant to NH RSA 36-A: 4, a Conservation Easement (hereinafter referred to as the "**Easement**") with *Warranty Covenants*, described as the Easement area which is wholly contained within a certain parcel of land (hereinafter referred to as the "**Conservation Property**") to the south of Head's Pond in Hooksett, County of Merrimack, State of New Hampshire, with said Conservation Property more particularly bounded and described in **Appendix "A"** which is attached hereto and made a part hereof. Pursuant to NH RSA 36-A: 4 this Easement shall be managed and controlled by the Hooksett Conservation Commission on behalf of the Town.

1. CONSERVATION RESTRICTIONS

The conservation restrictions serve the following conservation purposes:

- A. To preserve and protect in perpetuity the natural habitat, natural vegetation, soils, hydrology, and the scenic and aesthetic character of the Conservation Property so that the Conservation Property retains its natural qualities and functions; and,
- B. To allow connectivity of a nature trail through and over the existing pathway for use by the public.

2. USE LIMITATIONS

- A. The Conservation Property shall be maintained in perpetuity in an undeveloped and natural condition without there being conducted thereon any industrial or commercial activities, and provided that any use shall not degrade the conservation purposes of the Conservation Property. No use shall be made of the Conservation Property, and no activity, including logging, except as

provided in Paragraph 2.B., shall be permitted thereon, which is inconsistent with the intent of the conservation restrictions, that being the perpetual protection and preservation of the Conservation Property, as more particularly described in Section 1 herein.

B. The Town shall be permitted to maintain the nature trail including grading and laying gravel on the path, cutting of trees and vegetation, and the posting of appropriate signage. The Town may relocate the nature trail and/or clear and construct one or more spur trails with the written consent of the Grantor, which consent shall not be unreasonably withheld.

C. No removal, filling, or other disturbances of soil surface, except as provided in 2.B. above, nor any changes in topography, surface or subsurface water systems, wetlands, or natural habitat shall be allowed.

3. BENEFITS, BURDENS, AND ACCESS

A. The burden and benefits of the conservation deed conveyed hereby shall run with the land and shall be enforceable against all future owners and conservation easement holders in perpetuity.

B. Members of the general public shall have access to the Conservation Property. Said public access to the Conservation Property shall be limited to foot traffic or other non-motorized means and shall be allowed all twelve months of the year via the existing pathway.

C. The Commission on behalf of the Town shall cooperate and coordinate all adjacent and nearby conservation interests or easement holders regarding access and conservation issues.

4. LEGAL REMEDIES

A. Nothing contained in this conservation deed shall be construed to entitle the Town its successors or assigns, to bring any action against the Grantor for any injury to or change in the Conservation Property not directly caused by the Grantor.

B. The Town by acceptance of this Easement shall and agrees to indemnify, hold harmless the Grantor, its successors or assigns, and its officers, employees and agents from and against any and all liability, loss, cost, damage or expense, and defend the Grantor against any and all claims or suits for property damage, personal injury or death caused by the use of this Conservation Property by the Grantor, its agents, employees, guests and invitees, including the members of the general public.

B. The Town shall have the right to pursue all legal remedies against any party responsible for any actions detrimental to the conservation purposes of this Easement.

C. The Town shall have the right to enforce this Easement by appropriate legal means and to obtain injunctive and other equitable relief against any party for any violations, including without limitation, relief requiring restoration of the Conservation Property to its condition prior to the time of the violation, and shall be in addition to, and not limitation of, any other rights and

remedies available to the Town.

5. COVENANTS TO "RUN WITH THE LAND"

A. The terms and conditions of this conservation deed shall run with the land in perpetuity and be enforceable against the Town or any other person or entity holding any interest in the Conservation Property.

B. The Commission on behalf of the Town is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Easement.

C. The benefits of this conservation deed shall be in gross and the Town shall not assign them, unless as a condition of any assignment, the Town requires that the conservation purposes of this Easement continue to be enforced.

6. NOTICES

All notices, requests and other communications, required or permitted to be given under this conservation deed shall be in writing, except as otherwise provided herein, and shall be delivered in hand or sent by certified mail, postage prepaid, return receipt requested to the appropriate address set forth above or at such other address as the Town may hereafter designate by notice given in accordance herewith. Notice shall be deemed to have been given when so delivered or so mailed.

7. SEVERABILITY

If any provision of this conservation deed, or the application thereof to any person or circumstance, is found to be invalid by a court of competent jurisdiction, by confirmation of an arbitration award or otherwise, the remainder of the provisions of this conservation deed or the application of such provision to persons or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby.

8. CONDEMNATION

A. Notwithstanding the foregoing, whenever all or part of the Conservation Property is taken in exercise of eminent domain by public authority so as to abrogate in whole or in part the conservation deed conveyed hereby, the Town shall thereupon act to recover the full damages resulting from such taking with all incidental or direct damages and expenses incurred by them thereby to be paid out of the damages recovered.

B. The Town shall use its share of the proceeds in a manner consistent with and in furtherance of one or more of the conservation purposes set forth herein.

9. MERGER

The Grantor and the Town explicitly agree that it is their express intent, forming a part of the consideration hereunder, that the provisions of the Easement set forth herein are to last in perpetuity, and that to that end, no purchase or transfer of the underlying fee interest in the Conservation Property shall be deemed to eliminate the Easement, or any portion thereof, granted hereunder under the doctrine of merger or any other legal doctrine.

The Commission on behalf of the Town, by accepting and recording this Easement, agrees to be bound by and to observe and enforce the provisions hereof and assumes the rights and responsibilities herein granted to and incumbent upon the Commission on behalf of the Town, all in the furtherance of the conservation purposes for which this Easement is delivered.

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

IN WITNESS WHEREOF, I have set my hand this 12th day of June 2015.

Carriage Manor of Hooksett Condominium Association

C. Christine Filmore
Witness

By: David B. Campbell
David B. Campbell
President of its Board of Directors
Duly Authorized

**State of New Hampshire
County of Merrimack**

Personally appeared David B. Campbell, President of the Board of Directors of Carriage Manor of Hooksett Condominium Association, on this 12th day of June, 2015 and acknowledged the foregoing to be his voluntary act and deed on behalf of said association.

Before me, [Signature]
Justice of the Peace/Notary Public

My commission expires: 2/28/2019

ACCEPTED: Town of Hooksett by its Conservation Commission (Town)

By: [Signature]
Name:

Title: CHAIR, HOOKSETT CONSERVATION COMMISSION
Duly Authorized

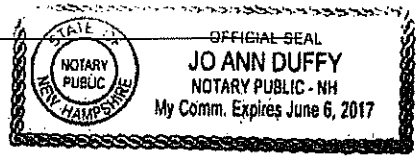
Date: JUNE 15, 2015

State of New Hampshire
County of Merrimack

Personally appeared Steven Couture, Chairman of the Town of Hooksett Conservation Commission on this 15th day of June, 2015 and acknowledged the foregoing to be his voluntary act and deed on behalf of said Conservation Commission and Town.

Before me, [Signature]
Justice of the Peace/Notary Public

My commission expires: _____



Appendix "A"

Lot 75 Legal Description

Beginning at a point at the northerly-most corner of the within described premises, in the Town of Hooksett, County of Merrimack, and State of New Hampshire;

Thence South $43^{\circ}51'50''$ East, a distance of 772.51' to a point;

Thence along a curve with a radius of 3,785.00', and an arc length of 1,215.76' to a point;

Thence North $77^{\circ}19'23''$ West, a distance of 43.09' to a point at other land now or formerly of Manchester Sand, Gravel and Cement Co., Inc.;

Thence along said other land of said Manchester Sand, Gravel and Cement Co., Inc., North $77^{\circ}19'23''$ West, a distance of 473.47' to a point at land now or formerly of 3A Development Company LLC;

Thence along said land now or formerly of 3A Development Company LLC, North $75^{\circ}55'50''$ West, a distance of 1,509.48' to a point at other land of said Manchester Sand, Gravel & Cement Co., Inc.;

Thence along said land of said Manchester Sand, Gravel & Cement Co., Inc., North $14^{\circ}04'10''$ East, a distance of 338.49' to a point;

Thence North $40^{\circ}17'54''$ East, a distance of 403.16' to a point;

Thence North $42^{\circ}43'33''$ East, a distance of 598.90' to the point of beginning;

Said area contains 1,448,426 square feet or 33.251 acres, and is shown as Lot 75 Open Space on a plan entitled "Subdivision Plan Carriage Hill Hooksett, NH", prepared by Holden Engineering & Surveying, Inc., April 19, 2004, recorded as Plan 16961 in the Merrimack County Registry of Deeds.

**Staff Report
Conservation Commission
Update Report
August 12, 2015**

AGENDA NO. 15-056
DATE: 8/12/15

Background: The Conservation Commission applied for and was granted a Dept. of Resources and Economic Development (DRED) Recreational Trails Program (RTP) grant for Phase I of the Merrimack Riverfront Trails. In order to accept the grant funding, the Town must sign the attached agreement.

Issue: In need of signature to enter into DRED RTP Grant Agreement.

Discussion: The Conservation Commission has received approval for grant funding now that they have met the conditions of the grant (Phase 1A Archaeological Survey is completed). A contract is needed to receive the \$50,000 in grant funding.

Fiscal Impact: A match from the Conservation Fund in the amount of \$12,500 has already been pledged from the Conservation Fund. This contract would allow the Commission to accept \$50,000 from DRED.

Recommendation: Motion to approve entering into the Recreational Trails Program Grant Agreement and authorize Dr. Shankle to sign the agreement.

Prepared by: Carolyn Cronin, Assistant Planner/Conservation Commission Staff Support

Town Administrator Recommendation: *car*



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

STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
BUREAU OF TRAILS
RECREATIONAL TRAILS PROGRAM GRANT AGREEMENT

This grant is, effective upon Governor and Council approval, between the State of New Hampshire, Department of Resources and Economic Development, through its Commissioner, hereunto duly authorized through the Division of Parks and Recreation Director, hereinafter referred to as the "STATE", and [Hooksett Conservation Commission](#), hereinafter referred to as the "GRANTEE".

GENERAL PURPOSE

The Grantee agrees to perform, as outlined in their application, services related to trail maintenance, restoration, development, acquisition, trail-side and trail-head facilities, operation of education programs promoting safety and environmental protection, or improving access and use of trails by persons with disabilities, in accordance with the Moving Ahead for Progress in the 21st Century (MAP-21) of 2012.

TERM OF GRANT

This grant and the obligations of the parties hereunder, shall become effective upon Governor and Council approval. The term of this grant shall run from the commencement date through **December 31, 2015**, with any exceptions listed on page 4.

GRANT TOTAL

The maximum amount of funds available to the Grantee pursuant to this agreement shall be **\$50,000.00**. It is further understood and agreed that the Grantee shall only be reimbursed on the basis of actual costs incurred, and that the State's determination of eligible and approved costs shall be final in all cases.

It is understood and agreed that all payments of all sums by the State hereunder are contingent upon availability and continued appropriation of federal funds, and, if for any reason whatsoever, such funds shall be terminated or reduced or otherwise become unavailable, the State may terminate this grant in whole or part immediately. Any payments allotted but not applied for by the Grantee on the project termination date shall lapse.

COST SHARING PROVISIONS

The Grantee will be required to provide adequate documentation in a format that fully accounts for and certifies that the matching funds have been, in fact, incurred on the project. The Grantee has pledged at least **20%** of the total project cost or value. Based on the grant amount, the minimum match required is **\$12,500.00**. The sub-grantee may exceed the minimum match required.

AMENDMENT

The Grantee agrees that they will not amend, revise, or change the approved application or work plan without the written consent of the State.

PROJECT PROGRESS REPORT

The Grantee shall submit a Project Progress Report with each request for reimbursement. The report shall outline how each expense item has been applied to the project and provide a plan for future work. Failure to do so may result in the withholding of reimbursement by the State and may also result in impacts to future grant awards.

A report on the condition and location of trail equipment purchased with grant funds shall be submitted annually by **September 30, 2016, 2017, 2018 and 2019**. The Grantee agrees to retain and use any acquired equipment for intended recreational trail maintenance purposes only, per the US Federal Highway Administration requirements. Disposal of equipment in any manner shall require written authorization from the State of New Hampshire – Department of Resources and Economic Development, Bureau of Trails, and the US Federal Highway Administration.

SPECIAL PROVISIONS

Equipment may be traded or sold by a Grantee which will no longer provide services on trails used by the general public provided that receipts from the sale shall be returned to the Bureau of Trails in the same proportion as originally funded by the Bureau of Trails. Grantee shall retain any equipment funded through the RTP in accordance with 23 U.S. Code § 206.

Equipment purchased through the Recreational Trails Program shall be required to display (at locations designated by the Bureau of Trails) at least one (1), but not more than two (2), decals indicating that the equipment has been partially funded by this program. Decals shall be provided by the Bureau of Trails.

Equipment purchased through the Recreational Trails Program shall be maintained in good mechanical condition.

The State of New Hampshire shall retain a permanent interest in the form of a lien on any and all equipment purchased through the Recreational Trails Program, for the life of the equipment; or until released by the US Federal Highway Administration. The State of New Hampshire shall file a financing statement with the Secretary of State pursuant to RSA 382-A:9.

REIMBURSEMENT

The State agrees to reimburse the Grantee in accordance with the application rules subject to the following terms and conditions;

1. This agreement may be modified, waived, or discharged only by an instrument signed by the parties hereto.
2. It is understood and agreed by the parties hereto, that in the performance of this grant and the services hereunder, the Grantee and its servants and employees are in all respects independent contractors and shall neither be determined to be employed, nor agents of the State, nor be entitled to any benefits, worker's compensation, or emoluments provided by the State to its employees.
3. The Grantee must pay 100 percent of the cost of an item before submitting a request for reimbursement of eligible costs. The Grantee shall submit invoices for actual costs incurred. Reimbursement from the State will take approximately 60 days.
 - a. The State may forego the first payment without cancelled checks. All invoices, indicating payment in full, must accompany first billing. Subsequent payments must be accompanied by all cancelled checks and documentation for previous payment.

- b. Invoice indicating payment in full for the purchase of equipment must accompany billing. A receipt from the vendor indicating the equipment has been delivered, which shall include name, serial number, year of manufacture, accessories received, and price from seller. Cancelled check must be submitted to the State as soon as received.
4. A request for reimbursement may not be submitted to the State for less than 25 percent of the total grant amount. The final 25 percent of the total grant amount may be withheld until the project is verified complete by the state, the federal grantor agency, or their representatives. Standard reimbursement forms will be provided by the State.
5. Reimbursements will be made only for items that were listed on the Project Application and subsequent approved amendments.
6. Match obligations shall be submitted with each billing, in an amount sufficient enough to cover the 20% program requirement.

COMPLIANCE AND CONSTRUCTION INSPECTION REPORT

Project progress inspections may be conducted by State or Federal representatives. State representatives may, at any time, inspect the project and review the Grantee's records and files. Upon notification of project completion, the State will inspect projects and prepare a written report. Recommendations for corrective actions will be made, if appropriate. A copy of the report will be sent to the Grantee. Deficiencies, if any, shall be corrected and reported, in writing to the State within twenty-one (21) days of receipt of the inspection report. Final payment will not be made until deficiencies are corrected.

The Grantee agrees to submit to all requested inspections and audits by State and Federal officials which relate to the services and payments under this grant.

TERMINATION OF GRANT

Any failure by the Grantee to abide by or carry out any of the terms or conditions of this grant shall, at the discretion of the State, result in termination of this grant, if, after notice to the Grantee, said default is not remedied within ten (10) days. In the event of termination, no further payments shall be made by the State.

RECORD RETENTION

All program and financial records shall be retained by the Grantee for State and Federal audit purposes and available for public inspection for a period of three (3) years after the final payment on the project.

At a minimum, the following records shall be maintained and made available for audit: invoices for purchased materials and for all design and construction costs (indicating check number and date paid on each invoice), cancelled checks or copies thereof, bid, solicitation, and procurement documents, work changes, and change orders.

SOVEREIGN IMMUNITY AND INDEMNIFICATION

The Grantee covenants to indemnify and hold harmless the State from, and against, any and all losses suffered by the State, and any and all claims, liability or penalties asserted against the State, by or on behalf of any person, on account of, based in, resulting from, arising out of, (or which may be claimed to have arisen out of) the acts or omissions of the Grantee. Nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State. This covenant shall survive the termination of the grant.

RECREATIONAL TRAILS PROGRAM GRANTEE INFORMATION

Organization Name: Hooksett Conservation Commission Vendor Code: 177412

Grant #: 15-38 Grant Amount: \$50,000.00 Match Pledged: \$12,500.00

Appropriation Code
37770000-074-500585

Contract Expiration Date
December 31, 2015

Grantee/Date

Witness/Date

STATE OF NEW HAMPSHIRE

COUNTY OF _____

On this the ____ day of _____, 20____, before me, _____, Project Administrator, appeared, known to me, (or satisfactorily proven) to be, the person subscribed to the within instrument, and acknowledged that they executed the same for the purpose therein contained.

Justice of the Peace/Notary Public _____

My commission expires _____ Seal:

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT**

Chief, Bureau of Trails

Witness/Date

Approved as to form, substance and execution: _____
Attorney General's Office

Contract expires December 31, 2015
Approved by Governor & Council
at the May 27, 2015, 9:45 a.m. meeting
Item # 91

Dear [Hooksett Conservation Commission](#)
2015 RTP 15-38

Hooksett Conservation Commission's Contract is pending approval per the Phase 1A of Study results.

DO NOT BEGIN MATCH OR BILLABLE EXPENSES UNTIL THE BUREAU OF TRAILS HAS NOTIFIED YOUR ORGANIZATION THAT THE CONTRACT HAS BEEN APPROVED IN THE FEDERAL HIGHWAY DATABASE. The Federal Highway Administration has informed us that any match or billing that happens prior to contract execution will not be counted as match and will not be eligible for reimbursement.

- ✓ A *hardcopy (a photocopy, not the gold seal original)* 2015 Secretary of State Certificate of Good Standing. If possible please send to the Bureau of Trails no later than July 3rd, 2015.
 - A 2014 Certificate of Good Standing is no longer legally valid. The Attorney General cannot sign contracts without a 2015 Certificate of Good Standing (statutory requirement).
 - [Hooksett Conservation Commission](#) has completed? **Not Applicable to [Hooksett Conservation Commission](#)**
- ✓ All required landowner permission & permits have been obtained by the organization. Please send any remaining RTP landowner permission forms no later than July 3rd, 2015.
 - Failure to obtain permits will render project ineligible for reimbursement.
- ✓ The original 2015 RTP contract *notarized and signed* by the designated project administrator and submitted via mail no later than July 3rd, 2015.
 - If the Project Administrator has changed, please fill out a new RTP Project Administrator's Authorization form and send it with the signed contract.
- ✓ Large purchases of goods and materials made of steel **MUST** be made in America.
 - The U.S. Department of Transportation Buy America provision applies to any large purchase steel goods or materials purchase. The steel is required to be made in America. An example of a large purchase of steel would be I-Beams.
 - In order for large purchases of steel products to be reimbursed, please *send proof* from the vendor or manufacturer that the steel was manufactured in America.
- ✓ All Procurement Requirements must be met and sent to the Bureau of Trails *before* billings will be reimbursed. Quotes or bids may be sent as the project progresses.
 - The lowest quote must be used, unless an alternate vendor is justified and approved by the Bureau of Trails.

- The following bullet points are based upon the budget presented the application. It is the organization's responsibility to review all procurement requirements and supply quotes as necessary. If you have any questions please contact Katrina.
 - [Hooksett Conservation Commission's Procurement Requirements: Service Agreements \\$3000+ applies to any labor contract \\$3000 or more. Hooksett listed \\$11228 in engineering and additional contracted work.](#)
 - [Quotes submitted by Hooksett Conservation Commission: 1/3 Service Agreements For Each Contract. Stantec \(for engineering\),](#)
 - [Approved Quote: Approval Pending Quotes](#)

From RTP Reimbursement Process: <http://www.nhstateparks.org/partner-and-community-resources/grants/recreational-trails-program.aspx>

Procurement Requirements

	Minimum of 3 Quotes from Separate Vendors Required*	Sole Source Vendor Allowed
Goods/Materials	\$2000 and Over Per Invoice	Under \$2000 Per Invoice, Per Day (multiple invoices from single vendor with same date that equal \$2000 or greater will not be accepted)
Equipment Purchase	\$2000 and Over	Under \$2000
Service Agreements	\$3000 and Over Per Total Contract	Under \$3000 Per Total Contract, or Use of Own Forces
Equipment Rental	No Limit/Restriction	
<p>* Low quote vendor must be used unless alternate vendor is justified and pre-approved in writing per the following:</p> <ul style="list-style-type: none"> • <i>Pre-determined intent to use single vendor citing unique or specialized goods or services</i> • <i>Three comparable vendors are not reasonably available</i> • <i>Best justified value available from vendor other than lowest quote</i> 		
<p>Grantees are encouraged (not required) to obtain quotes for use of:</p> <ul style="list-style-type: none"> • <i>Qualified Youth Conservation or Service Corp</i> • <i>Disadvantaged Business Enterprises: current list of DBE vendors available at www.nh.gov/dot/org/administration/ofc/index.htm</i> 		

AGENDA NO. 15-057
DATE: 8/12/15

**Staff Report
ADMINISTRATIVE CODE**

August 12, 2015

Background:

The Administrative Code was last updated 05/27/15. Amendments are now needed based on the annual Town Council workshop discussion of 07/22/15.

Amendments:

Amendments to the Administrative Code as of 08/12/15 include:

- o Section 4 – add: Record Retention Committee and renumber section for alphabetical listing.
- o Section 5 – add: Stipends paid to Boards, Commissions and Committees

Discussion:

There was a brief discussion at the Council's 07/22/15 workshop on removing the Tri-County Solid Waste Committee. As a follow-up to the workshop I spoke with the Public Works Director who confirmed there is a Town of Hooksett Solid Waste Management Plan per RSA 149-M, however a regional plan was not developed. At this time this committee should be removed from the Administrative Code. Should the Council concur with removing, the Administrative Code will be updated to reflect this action.

Fiscal Impact:

None.

Recommendation:

Recommend that the Town Council motion to adopt the amendments to the Administrative Code as presented effective 08/12/15.

Prepared by:

Donna Fitzpatrick, Administrative Services Coordinator

Town Administrator Recommendation: *concur*

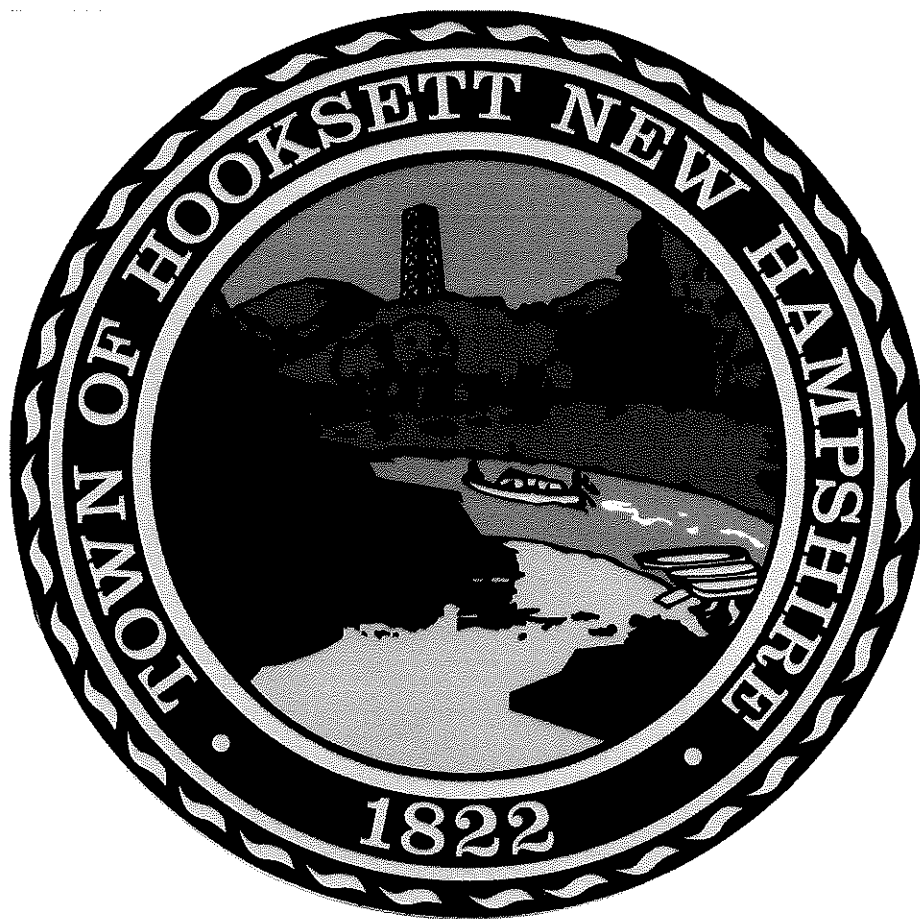


Dr. Dean E. Shankle, Jr.
Town Administrator

TOWN OF HOOKSETT

ADMINISTRATIVE CODE

Adopted: January 29, 1992



Amended
August 12, 2015

ADMINISTRATIVE CODE

(Adopted January 29, 1992)

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1. PURPOSE.

This Administrative Code is hereby established for the Town of Hooksett for the purpose of dividing the administrative service of the Town into departments, divisions and bureaus, and for the purpose of defining the functions and duties of each such department, division and bureau.

1.1 Severability.

The sections of this Administrative Code and the parts hereof are separable. If any portion or section of the Code of the application thereof to any person or circumstance shall be held invalid by a court of competent jurisdiction, the remainder of the Code shall not be affected thereby. If a clause, portion of or section of this Code is so held invalid, then the applicable provisions of State law, if any, shall govern.

1.2 Review.

This document will be reviewed at the beginning of each fiscal year by all included Town organizations. Recommended changes will be submitted to the Town Administrator within 30 days.

2. DEPARTMENTAL ORGANIZATION.

Department

Administration
Assessing
Family Services
Finance
Fire-Rescue
Public Works
Library
Police
Tax Collector
Wastewater

Official Head

Town Administrator
Town Administrator or Assessor
Family Services Director
Finance Director
Fire Chief
Public Works Director
Library Director
Chief of Police
Tax Collector
Superintendent

3. DEPARTMENTAL FUNCTIONS.

3.1 Administration Department:

The Town Administrator shall supervise and be responsible for the administrative and financial affairs of the Town and shall carry out the policies enacted by the Council. His/her office shall be charged with the preservation of the health, safety and welfare of persons and property and shall see to the enforcement of the ordinances of the Town, the Town Charter and the laws of the State of NH. The Town Administrator shall supervise and direct the administration of all Town departments included under Section 3 of this ordinance and the personnel therein.

The Administration Department shall consist of the Town Administrator and other support staff as required; recommended by the Town Administrator and approved by the Council.

3.2 Assessing Department:

The Assessing Department is responsible for establishing and maintaining the value of all real property in the Town of Hooksett, for the purpose of taxation. The department is responsible for working with the Town Council, Board of Assessors and Department of Revenue Administration. This department shall prepare all tax warrants and bills, and provide assessing information to the general public.

The Department shall be under the supervision of the Town Administrator, if the Assessor position is contracted. If the Assessor position is filled by a hired employee, the department shall be under the supervision of the Assessor and shall consist of other support staff as required.

3.3 Family Services:

The Family Services Department administers General Assistance to families in need under RSA 165. It shall assess, investigate and authorize requests for assistance and refer applicants to other social services as needed.

Family Services shall be under the direction of the Family Services Director and shall consist of support staff as required.

3.4 Finance Department:

The Finance Department's major areas of responsibility include budget management, accounts payable, cash management and financial reporting.

The Department shall be under the supervision of the Finance Director and shall consist of other support staff as required.

3.5 Fire-Rescue Department:

The Fire-Rescue Department shall protect the lives and property of the inhabitants of the Town of Hooksett from the adverse effects of fire, sudden medical emergencies or exposure to dangerous conditions created by either man or nature.

The Fire-Rescue Department shall implement fire suppression, emergency response, rescue, prevention, inspection, haz-mat, Emergency Management, and investigation throughout the Town of Hooksett and as needed through Mutual Aid.

The Department shall be under the supervision of the Fire Chief with additional support staff as required.

3.6 Public Works Department:

The Public Works Department shall be responsible for the Divisions of Highway, Recycling & Transfer, Parks, Recreation, & Cemeteries, and Community Development and shall provide support services to other Town departments as necessary.

The Highway Division shall be responsible for road maintenance, fleet maintenance, building maintenance and support services to other town departments as necessary.

The Recycling & Transfer Division shall be responsible for solid waste collection, recycling and transportation to solid waste disposal sites. The division shall also maintain and operate the transfer station, recycling center and post-closure of the Town's landfill site.

The Parks & Recreation & Cemeteries Division is responsible for the maintenance of all public playgrounds, athletic fields, parks, equipment, and related facilities as well as the grounds of all Town owned property. This Division is also responsible for the planning and coordination of recreational activities, and providing supervision of Town sponsored recreational activities. This Division also coordinates activities with the Cemetery Commission and funeral directors, mows, trims the grass and excavates graves in town cemeteries.

The Community Development Division shall be responsible for planning, engineering, and code enforcement. Planning and engineering shall be responsible for all business relating to land use and will be instrumental in the development and implementation of a comprehensive plan for the orderly growth and development of the Town. Code Enforcement shall be responsible for addressing the enforcement of all building codes, ordinances, regulations and laws, where such enforcement is not specifically granted to other parties. Code Enforcement shall also be responsible for the review of applications and plans for all construction projects in the Town and subsequent inspections in accordance with all local and State rules and regulations.

The Highway, Recycling & Transfer, and Parks, Recreation, & Cemeteries Divisions shall be under the supervision of the Public Works Director and shall consist of other support staff as required. The Community Development Division shall be under the supervision of the Assistant Public Works Director/Engineer and shall consist of other support staff as required. The Assistant Public Works Director/Engineer shall be under the supervision of the Public Works Director.

3.7 Library:

The Library shall provide services in accordance with RSA 202A.

The Department shall be under the supervision of the Library Director and shall consist of other support staff as required.

3.8 Police Department:

The Police Department is responsible for the enforcement of the laws, maintaining order in the community, protecting life and property, and assisting the public-at-large in a manner consistent with the rights and dignity of all persons as provided for by the law and under the Constitution of the United States and the State of New Hampshire.

The Department shall be under the supervision of the Police Chief with additional support staff as required.

3.9 Tax Collector:

The Tax Collector shall be responsible for issuing all tax notices, maintaining documents of reported payment, depositing monies in a timely fashion, assessing tax liens on delinquent accounts and issuing all licenses and permits, including motor vehicle permits, while collecting all fees and all other duties as required.

The Department shall be under the supervision of the Tax Collector and shall consist of other support staff as required.

3.10 Wastewater Department:

The Wastewater Department shall manage the treatment of wastewater within the Town of Hooksett and all collection and treatment systems.

The Department shall be under the supervision of a Superintendent, under the general supervision of the Sewer Commission, and shall consist of other support staff as required.

4. Boards, Commissions, Committees and other Officials
(to include elected or appointed officials.)

The appropriate State laws, The Town Charter, and Town Ordinances, direct the listed Boards, Commissions, Committees and other Officials. The following descriptions are for guidance only in the daily conduct of business.

- 4.1 **Budget Committee** (9 Elected and 4 Appointed) - Review annual budgets submitted by the Town Council, School Board, all Precincts and the Sewer Department. Submit recommended budgets to the Town Voters and periodically review all expenditures.
- 4.2 **Cemetery Trustees** (Elected) - Arrange for cemetery lot visits and sales, maintain vital records relative to burials, manage day-to-day care of cemeteries, and manage expenditures of allocated funds.
- 4.3 **Conservation Commission** (Appointed) - Research and catalog all open space, natural, ecological, wetland or aesthetic areas within the Town; develop a program to protect listed areas; and obtain land in the name of the Town through gift, purchase, grant, bequest or other legitimate means for continued preservation.
- 4.4 **Economic Development Committee** (Appointed) – Enhance the vitality of the local economy by retaining existing businesses and attracting new ones.
- 4.5 **Health Officer** (Appointed) – Enforce the state public health rules and laws as well as local ordinances and regulations. Serve as a liaison between state officials and the local community on issues concerning local public health.
- 4.6 **Heritage Commission** (Appointed) – Handle transactions relating to all cultural resources including hiring consultants and contractors as needed and receiving gifts of money and property, both real and personal, in the name of the Town, subject to the approval of the Town Council. Such gifts shall be managed and controlled by the commission for their proper use.
- 4.7 **Library Trustees** (Elected) - Manage the Town Library and all property of the Town Library; control expenditures of funds received from Town appropriations, fines, gifts, and copying charges; and appoint and remove with due process the Librarian and other Library staff.
- 4.8 **Moderator** (Elected) - Preside over town meetings, regulate the business thereof, decide questions of order, and make a public declaration of every vote passed. May prescribe rules of procedure, but such rules may be altered by the town.

- 4.9 **Parks and Recreation Advisory Board** (Appointed) - Under the jurisdiction of the Town Council, assist the Public Works Department in an advisory capacity on recreational projects, recreational budgetary items, recreational capital improvements, and with the submittal of applications for federal, state, and other grant monies relating to parks and/or recreation. Develop plans and work with the Conservation Commission in obtaining and receiving land for recreational purposes.
- 4.10 **Planning Board** (Appointed) - Prepare and amend the Master Plan, review and recommend Zoning Ordinance amendments to the local legislative body and review and act on all subdivision and site plan applications.
- 4.11 **Record Retention Committee** (Appointed) - In accordance with RSA 33-A:3, The Town will establish and maintain a Municipal Records Committee charged with governing the retention and disposition of municipal records.
- 4.12 **Recycling and Transfer Advisory Committee** (Appointed) - Advise the Council on matters related to the management of municipal solid waste and recycling.
- 4.13 **Sewer Commission** (Elected) - Make regulations and decisions as may be necessary for the proper functioning of the sewer system and overall operation of the Sewer Department, levy special assessments upon land benefited by the sewer, establish sewer charge procedures for defraying the cost of plant and system operations and manage the maintenance and repair of sewer systems.
- 4.14 **Supervisor of the Checklist** (Elected) - Care for the checklist in compliance with Federal HAVA (Help America Vote Act); determine whether or not each individual is qualified to vote; and amending the districts within two (2) years of the census.
- 4.15 **Town Clerk** (Elected) - Record and maintain all permanent documents and perform all other related functions per state statute.
- 4.16 **Town Council** (Elected) - Consists of nine elected members, one from each District and three At-Large members. Is the governing body of the Town and directed by the specifications of the Town Charter. Prepares and passes ordinances, submits a proposed budget to the Budget Committee and gives direction to the Town through the Town Administrator and appointed Boards and Committees.
- 4.17 **Town Hall Preservation Committee** (Appointed) – Work toward the preservation of the old Town Hall.

- 4.18 **Town Treasurer** (Appointed) – The Treasurer shall have custody of all monies belonging to the Town, and shall pay out the same only on orders of the body designated by the Town to expend such funds. The Treasurer shall deposit such funds in institutions and in such a manner as designated by law, and according to the Town's investment policy, keep suitable records, reconcile the General Fund, and subsidiary account bank statements monthly, and perform all other related functions per state statute.
- 4.19 **Tri-County Solid Waste Committee** (Appointed) – The Tri-County Solid Waste Management District is formed under State law to prepare the 15-20 year Solid Waste Management Plan for municipalities within their district under the State law, RSA 149-M
- 4.20 **Trustees of the Trust Fund** (Elected) - Maintain custody of all trust funds held by the Town. Invest the monies as limited by RSA 31 and other state statues as they apply.
- 4.21 **Zoning Board of Adjustment** (Appointed) - Hear appeals; and administer special provisions of the Zoning Ordinance dealing with variances, special exceptions and administrative decisions. Act as the Building Code Board of Appeals per RSA 673:I-V.

5. Administrative Policy and Procedure.

- 5.1 Departmental Records and Reports.** Reports of the major activities of each Department shall be made to the Town Administrator each month, and an annual written report shall be filed with the Administrator within ten days of the end of the fiscal year. Such reports shall be in proper form and of sufficient detail for proper control of departmental activities and for publication in the Annual Town Report.
- 5.2 Preservation of Public Records.** Each Department Head shall be responsible for the preservation of all public records under the department's jurisdiction and shall provide a system of filing and indexing of same. No public records, reports, correspondence or other data shall be removed permanently, unless authorized by law or ordinance, or without the knowledge and approval of the Administrator.
- 5.3 Cooperation between Departments.** If possible, it is the duty of every department, subject to approval of the Administrator, to furnish to any other department such service, equipment, labor and materials as may be needed to perform necessary operations. Expenses will be assigned to the appropriate budget when such considerations are germane.
- 5.4 Payment of Monies.** All monies withdrawn from the Town General Fund shall be authorized by the Town Administrator and/or his/her designee. Withdrawals may be in the form of a check, wire transfer, ACH transfer or other type of electronic banking format used by the Town Treasurer.
- 5.5 Purchasing Procedures.** The purchase of all equipment and supplies not taken out of petty cash fund may require the use of standardized purchase orders and varying levels of control dependent upon the dollar amounts.
- 5.5.1 Purchase Orders.** Purchase orders shall be used for all purchases of goods and services, including contractual, that in aggregate or individually are \$3,001 or more as required by the Town Administrator or recommended by the Finance Director. It is the responsibility of the department head to complete an electronic purchase order and submit it to the Town Administrator or his/her designee for approval, along with a description of, and reason for, the purchase. This applies to all items whether being purchased by grant, operating budget, warrant article, capital reserve or other funds.

5.5.2 Approval of Purchases. The level of approval required on a specific purchase shall vary depending upon its dollar amount. Total contract or job amounts should be used when determining thresholds. The thresholds do not include costs for shipping/freight.

Artificial Division Prohibited – Purchases shall not be artificially divided so as to create lower purchase amounts and therefore avoid some requirement of this policy. Whether or not a proposed purchase constitutes artificial division shall be determined by the Town Administrator.

<u>Amount</u>	<u>Approval Level</u>
\$0 - \$3,000	Department Head

Purchase up to \$3,000 – The Department Head shall have full authority to make department purchases of goods or services up to \$3,000, which are identified within the department’s annual budget. Electronic purchase orders are not required for purchases up to \$3,000.

<u>Amount</u>	<u>Approval Level</u>
\$3,001 - \$15,000	Town Administrator after three competitive quotes or bids required.

Purchases between \$3,001 and \$15,000 – The Department Head shall contact as many vendors as necessary in order to obtain at least three (3) written or verbal quotations or shall issue a request for proposals if required by the Town Administrator. All verbal quotes shall be documented by date, vendor contact information and dollar amounts. The Department Head shall prepare a purchase order for authorization by the Town Administrator, thereby requesting approval of their recommended vendor. In the event less than three (3) quotations are available; evidence of the attempt to obtain them should be attached.

<u>Amount</u>	<u>Approval Level</u>
\$15,001 and over	Town Council after three competitive bids

Purchases Above \$15,001 – Purchases having an estimated cost in excess of \$15,001 shall be bid pursuant to the Competitive Bid Process established in this regulation under Section 5.5.5.

The results of the three competitive quotes or bids required for purchases and contracts over \$15,000 shall be attached to the purchase order request to the Town Administrator. If Council’s approval is required, the Town Administrator in conjunction with the requesting Department Heads shall present the bids for Council review and disposition.

If the Council has voted to make a purchase or enter into a contract, the Administrator shall carry out the vote of the Council and enter into such transaction on behalf of the Town.

5.5.3 Special Exceptions. No purchase orders are required for the following items:

- Utilities (telephone, propane, heating fuel, cable, electricity, etc.)
- Welfare payments
- Vehicle repairs
- Human service agencies and associations that have their own line item within the approved budget.

No competitive bids shall be required when only one known sources of purchase, and there is no comparable substitute product or services; written documentation supporting the sole source may be required by the Town Administrator.

No competitive bids shall be required when purchasing through the State of New Hampshire or at State of New Hampshire bid prices per Section 5.12 of the Town Charter

Requirements for three competitive bids may be waived in specific instances by a 2/3 vote of the Council per Section 5.12 of the Town Charter.

5.5.4 Emergency Procurements Emergency procurements may be made when a threat to public health, welfare or safety exists, provided that such emergency procurement shall be made with such competition as is practical under the circumstances.

In case of an emergency requiring immediate purchase of materials, supplies, equipment or services, the Town Administrator hereby authorizes the Department Heads to approve such emergency purchase if the situation permits. The Town Administrator shall be notified as soon as possible as to the emergency and the associated purchases. A written determination for the basis of the emergency and for the selection of the particular contractor or vendor shall accompany the purchase order and voucher. As soon as is practicable, standard purchasing procedures will be reinstated.

5.5.5 Competitive Bid Process. A competitive bid process must be followed if the procurement of goods or services involves expenditures of more than \$15,000.

- A. The Administration Department is responsible for the release of all bids. The Town Administrator shall ensure that the requesting

department provides all relevant information for the time preparation and release of bids to be forwarded to the Finance Department.

- B. The Request for Proposal (RFP) must include:
 - a. Listing of required specifications.
 - b. Adequate public notice, of a minimum of seven (7) calendar days prior to the date set for the opening of the bids; notice shall include the town website and newspaper advertisement.
 - c. Dates for release of bid, return of bid and public bid opening.
 - d. A statement reserving the right to cancel or reject a bid.
- C. The bid shall be awarded to the lowest bidder that meets the specifications and submits proper bond requirements if applicable. The low bidders will receive the award unless supporting information presented recommends another bid. The Town Administrator shall make the final decision if supporting information justifies other than the low bid be awarded. Local advantage will be considered, but not mandated.
- D. The RFP, invitation to bid, as well as the bid award notices shall be sent from the Department to the Bid Winner, Finance Department and the Town Administrator.
- E. The Town of Hooksett may accept guaranteed rates for goods or services; however it is not obligated to purchase from the guaranteed rate vendor if a lower price is available.

5.6 Payment for Goods or Services. Request for payment for any product or service shall be sent to the Finance Department.

Payment for any purchase over \$3,001 will NOT be processed without a Purchase Order that must accompany the invoice.

Departments are responsible for obtaining new vendor information through form W-9.

If any item or service purchased is not acceptable, arrangements must be made for a return for credit or an exchange. A cash refund is prohibited unless the vendor insists that a refund must be by cash, and then the funds must be returned immediately to the Finance Department for deposit to the Town of Hooksett.

5.7 Budget Development. Each individual department is to submit their budgetary requests as per the schedule of the Town Administrator. These requests will include the account number, account description and a

written justification for each line item. This information, along with the Town Administrator's recommendations, shall be submitted to the Finance Department who will consolidate this information into a report to be submitted to the Council. The Council, Town Administrator and Budget Committee will then produce a schedule of review for the Council budget, beginning with the initial Council review, taking place by the first week of January. The Council shall receive copies of each departmental budget one week before the scheduled review, and the Budget Committee shall receive copies of all Council approved budgets one week before their review. All information will be tracked and updated by the Finance Department who will ultimately produce a report for the entire Town including the following information:

- Account Number
- Account Description
- Current Appropriation
- Department Request
- Town Administrator Recommended
- Town Council Recommended
- Budget Committee Recommended
- Variance in Dollars
- Variance as a percentage
- Last year's expenditures

The review process for the Council should be completed by the last week in February. The Budget Committee should conclude its meetings as prescribed by the Municipal Budget Act.

- 5.8 New Ordinances.** The Town Council approves new ordinances. The Town Clerk, or designee, codifies each new ordinance and distributes copies of the new ordinance to appropriate departments, boards and commissions.
- 5.9 Record Retention Policy.** In accordance with RSA 33-A:3, the Town will establish and maintain a Municipal Records Committee charged with governing the retention and disposition of municipal records. See exhibit A for policy details.
- 5.10 Investment Policy.** In accordance with RSA 41:9 VII, the Council shall annually review and adopt an investment policy for the investment of public funds in conformance with applicable statutes and shall advise the treasurer of such policies. See exhibit B for policy details.

5.11 Fund Balance Policy. In accordance with Governmental Accounting Standards Board (GASB) the Council shall review and adopt the Fund Balance Policy annually. The general purpose of this policy is to maintain an adequate level of Unassigned Fund Balance to mitigate financial risks that can occur from unforeseen revenue fluctuation and unanticipated expenditures. See exhibit C for policy details.

5.12 Stipends paid to Boards, Commissions and Committees - Stipends paid to Boards, Commissions, and Committees shall be made bi-annually in the second pay date of December and June for those members currently sitting on the Board, Commission, or Committee on that date. The amounts of the stipends are set by the Town Charter for the Town Council and by the current budget for all other Boards, Commissions and Committees.

AMENDMENTS

<u>Date</u>	<u>Section(s) Amended</u>
January 1, 1995	Section(s) 2 & 3 – Departments/Positions changes.
June 26, 2002	Section 2 – minor changes to correspond with department reorganization. Section 3 – entire section replaced. Section 4 – minor changes Section 5 – minor changes to correspond with department reorganization.
January 12, 2005	Section 3 – minor changes to correspond with Department reorganization.
April 13, 2005	Section 5.4
September 9, 2009	Section 5.5.2 – Increased Town Administrator's approval level to \$15,000. Minor housekeeping changes.
September 8, 2010	Section 4.12 – Deleted " <i>Appoint or remove police personnel as necessary, while make and enforce all necessary rules for the orderly running of the department.</i> " Section 4.15 – Added " <i>...amending the district within 2 years of the census</i> ". Minor housekeeping items.
January 1, 2012	Changes to eliminate the Building Department and create the Code Enforcement Division under Public Works Department. Minor housekeeping items.
February 13, 2013	Section 3.6 Fire Department – addition of "Emergency Management" to first paragraph. Section 4.5 Emergency Management Director – deletion of entire section.

AMENDMENTS, Continued

<u>Date</u>	<u>Section(s) Amended</u>
June 26, 2013	Section 3.1 removed Human Resource Coordinator, Section 3.3 added Code Enforcement, and section 3.7 removed Code Enforcement to correspond with Department reorganization. Section 3.9 and section 4.10 removed Police Commission to correspond with the legislative abolishment of the commission. Section 5.5.2 added contracts to correspond with Town Charter. Minor housekeeping items.
August 13, 2014	Section 5.5 to 5.6 reworded entire sections and increased department head approval level for purchases up to \$3,000. Section 5.9 added new section Record Retention Policy with new exhibit A
September 24, 2014	Section 5.10 added new section Investment Policy with new exhibit B Section 5.11 added new section Fund Balance Policy with new exhibit C
May 27, 2015	Section 2 removed departments Community Development AND Recycling & Transfer Section 3.3 removed Community Development Department Section 3.7 added division Recycling & Transfer AND Community Development Section 3.10 removed Recycling and Transfer Department
August 12, 2015	Section 4 – add: <u>Record Retention Committee</u> and renumber section for alphabetical listing. Section 5 – add: <u>Stipends paid to Boards, Commissions and Committees</u>

Exhibit A

Record Retention Policy Town of Hooksett New Hampshire 2014

SECTION I: PURPOSE:

The purpose of this Records Retention Policy is to ensure compliance with all applicable State and Federal laws and regulations regarding record retention including, but not limited to those listed in RSA 33-A; while simultaneously recognizing the Town of Hooksett's (hereby referred to as The Town) administrative need to manage its' records and provide for their systematic destruction after all legal requirements have been satisfied and the record no longer has value to The Town or its' constituents.

SECTION II: AUTHORITY:

This policy is adopted in accordance with the Town Charter and the governing laws of the State of New Hampshire: RSA 33-A (Appendix A).

SECTION III: APPLICABILITY:

This policy applies to all physical records generated in the course of The Towns' operation, including original, traceable reproductions as recorded with the Town Clerk, and electronic records.

SECTION IV: DEFINITIONS:

MUNICIPAL RECORD – As used herein, shall refer to all municipal records, whether in paper, electronic or any other form, prepared or received by The Town in connection with the conduct of its' official governmental function. A department that creates a record shall be considered the primary owner of that particular record as defined in RSA 33-A.

SECTION V: MUNICIPAL RECORDS COMMITTEE:

- A. In accordance with RSA 33-A:3, The Town will establish and maintain a Municipal Records Committee charged with governing the retention and disposition of municipal records. Said Committee shall be comprised of the following: A member of Town Council or designee; Town Clerk; Tax Collector; Treasurer; Town Assessor, and representatives from each of the following departments:
1. Administration
 2. Community Development
 3. Police Department
 4. Public Works
 5. Recycling & Transfer
 6. Wastewater
- B. The Town has adopted a Town-wide Record Retention Schedule (Appendix B) detailing the initial maintenance, retention and disposal schedule for municipal records of The Town in accordance with RSA 33-A. To ensure that this Schedule is followed, the Committee shall:
1. Monitor local, State and Federal laws affecting record retention, and;

2. Modify the Record Retention Schedule as necessary to ensure that it complies with Local, State and Federal laws and/or addresses the appropriate document and record categories for the Town.
- C. The Municipal Records Committee shall monitor compliance with (Section VI - Storage, Retention, and Disposal of Municipal Records) of this policy and, if necessary, develop additional operational procedures to ensure that records are properly stored and accessible.
1. Any such additional procedures will be developed in a manner which takes into account the organizations' operational capabilities. The Municipal Records Committee may elect to use electronic methods of document storage, where appropriate.
 2. Any such additional procedures and/or storage processes will be incorporated as an Appendix to this Policy and be periodically reviewed by the Committee in order to ensure their level of efficiency and adequacy.
- D. The Committee shall monitor compliance with (Section VI, C – Destruction of Municipal Records) of this policy and, if necessary, develop additional operational procedures to ensure that records are consistently disposed of in a proper manner.
1. Any such procedures shall take into account:
 - i. Statutory requirements.
 - ii. The Towns' operational capabilities.
 - iii. That certain records contain sensitive and/or confidential information, and, as a result, must be destroyed, unless Section VII (Suspension of Record Disposal) applies, and eliminated with particular care.
 2. These destruction processes will be periodically reviewed in order to ensure their adequacy and level of efficiency.
- E. The Committee shall review, in February/March of each year, the Record Retention Policy as a whole, including the Town-wide Record Retention Schedule (Appendix B) and recommend amendments as appropriate to comply with regulatory requirements and/or procedural changes.

SECTION VI: STORAGE, RETENTION, AND DISPOSAL OF MUNICIPAL RECORDS:

- A. Minimum Storage Procedures: Each department shall store their archived records in a box or cabinet and provide the following information on the exterior of the storage device: the department name, box number, retention period, scheduled disposition date, authority granting or allowing the disposition, and a general description of the contents. It is recommended a master list of each location and box contents be maintained by each department head.
- B. Retention of Municipal Records: The Town-wide Records Retention Schedule (Appendix B) details the retention period for specific types and categories of records in order to ensure legal compliance. In addition, this schedule is designed to accomplish other objectives such as the preservation of confidential and valuable administrative information, cost effectiveness, and space management. Scheduled records are those that, by Town, State and Federal Regulations, need only be retained for a stated period.

The Municipal Records Committee may determine that such records (i.e., grants from State, Federal or private agencies) are to be maintained by The Town for a period longer than the minimum required period. If so, such determination shall be made a matter of record by incorporation into the Town-Wide Records Retention Schedule.

C. Destruction of Municipal Records:

1. Documents to be destroyed shall first be reviewed by the applicable Department Head. If no reason exists to maintain the record beyond the retention schedule, the documents shall then be destroyed as follows:
 - i. Non-Confidential Documents – shall be disposed of with other paper recycled products or shredded.
 - ii. Confidential Documents – shall be shredded or burned.
 - iii. Electronic Files – shall be deleted from the individuals’ computer as well as any backup or permanent media storage.
2. Each Department Head is responsible for maintaining a Document Destruction Log which shall contain the following minimum information:
 - i. Department destroying the record
 - ii. What record was destroyed
 - iii. The date the record was destroyed
 - iv. Who destroyed the record
 - v. RSA or authority giving the right to destroy the record

- D. Unauthorized Activities: All Municipal Records belong to The Public in perpetuity and shall not be destroyed, maliciously damaged, or retained by any person not entitled to do so by local, State and/or Federal regulations.

SECTION VII: SUSPENSION OF RECORD DISPOSAL:

In the event any official or employee of The Town is served with any subpoena or Right-to-Know request; or becomes aware of an investigation or audit concerning The Town or commencement of any litigation against or concerning The Town; such individual shall ensure that all records are preserved, regardless of Retention Schedule, until The Towns’ legal counsel determines that the records are no longer needed.

SECTION VIII: ADOPTION:

The Town of Hooksett has adopted this Record Retention Policy effective ____August 13__ 2014.

Town of HONOLULU MUNICIPAL
 Municipal Records Retention Schedule
 *Please refer to RSA 33-A for classification**

Number	Records	Official Records Owner	Administration	Assessing	Budget Committee	Cemetery Commission	Community Development	Construction Commission	Family Services	Finance	Police	Public Works	Recycling & Transfer	Tax Office	Town Clerk	Trustees of Trust Funds	Non-Ducted Medium*	Location	Paper	Last Review	RSA 33-A Retention Timeline
I	Administrative Records	Finance																Finance			5 years until audited + 1 year permanently
II	Annual Reports	Finance																Finance			6 months
III	Annual Reports - annual	Finance																Finance			permanently
IV	Annual Reports - daily/including fuel logs and vehicles	Town Clerk																Finance			permanently
V	Annual Reports - deliberative session minutes	Town Clerk																Finance			permanently
VI	Annual Reports, town warrants, deliberative session minutes	Town Clerk																Finance			permanently
VII	Archives	Finance																Finance			life of building expansion of bond + 2 yrs permanently
VIII	Articles of Incorporation	Finance																Finance			permanently
IX	Articles of Incorporation	Finance																Finance			permanently
X	Blue Prints - Architectural Plans	Finance																Finance			permanently
XI	Blue Prints - Architectural Plans	Finance																Finance			permanently
XII	Budget Committee drafts	Finance																Finance			permanently
XIII	Building Permits - applications and approvals	Community Development																Finance			permanently
XIV	Building Permits - withdrawn or denied	Community Development																Finance			permanently
XV	Building Permits - withdrawn or denied	Community Development																Finance			permanently
XVI	Building Permits - withdrawn or denied	Community Development																Finance			permanently
XVII	Capital Projects and final audits that require accountability...	Finance																Finance			permanently
XVIII	Capital Projects and final audits that require accountability...	Finance																Finance			permanently
XIX	Check	Finance																Finance			permanently
XX	Check	Finance																Finance			permanently
XXI	Check	Finance																Finance			permanently
XXII	Check	Finance																Finance			permanently
XXIII	Check	Finance																Finance			permanently
XXIV	Check	Finance																Finance			permanently
XXV	Check	Finance																Finance			permanently
XXVI	Check	Finance																Finance			permanently
XXVII	Check	Finance																Finance			permanently
XXVIII	Check	Finance																Finance			permanently
XXIX	Check	Finance																Finance			permanently
XXX	Check	Finance																Finance			permanently
XXXI	Check	Finance																Finance			permanently
XXXII	Check	Finance																Finance			permanently
XXXIII	Check	Finance																Finance			permanently
XXXIV	Check	Finance																Finance			permanently
XXXV	Check	Finance																Finance			permanently
XXXVI	Check	Finance																Finance			permanently
XXXVII	Check	Finance																Finance			permanently
XXXVIII	Check	Finance																Finance			permanently
XXXIX	Check	Finance																Finance			permanently
XL	Check	Finance																Finance			permanently
XLII	Check	Finance																Finance			permanently
XLIII	Check	Finance																Finance			permanently
XLIV	Check	Finance																Finance			permanently
XLV	Check	Finance																Finance			permanently
XLVI	Check	Finance																Finance			permanently
XLVII	Check	Finance																Finance			permanently
XLVIII	Check	Finance																Finance			permanently
XLIX	Check	Finance																Finance			permanently
L	Check	Finance																Finance			permanently
LII	Check	Finance																Finance			permanently
LIII	Check	Finance																Finance			permanently
LIV	Check	Finance																Finance			permanently
LVI	Check	Finance																Finance			permanently
LVII	Check	Finance																Finance			permanently
LVIII	Check	Finance																Finance			permanently
LIX	Check	Finance																Finance			permanently
LX	Check	Finance																Finance			permanently

Town of HODKSETT MUNICIPAL
 Municipal Records Retention Schedule
 Please refer to RSA 33-A for clarification

Number	Record	Official Records Owner	Assessing	Administration	Budget Committee	Community Development	Conservation Commission	Family Services	Fire-Rescue	Police	Public Works	Recycling & Transfer	Town Clerk	Treasurers of Trust Funds	Name/Outdated Method	Location	Paper	Records	Unit Review	
LX1	Job Application - Unsuccessful	Human Resources																		
LX2	Job Application - Successful	Human Resources																		
LX3	Letter - Union negotiations	Finance																		
LX4	Legal actions against the municipality	Administration	X																	
LX5	Letters - user records not retained	Administration																		
LX6	Letters - user records not retained	Administration																		
LX7	Letters - all other except dog, marriage, health & vital records	Tax Office	X1																	
LX8	License-dog	Tax Office																		
LX9	License-Health	Tax Office																		
LX10	License-Civil	Community Development																		
LX11	License-Health	Community Development																		
LX12	License-Health	Community Development																		
LX13	License-Health	Community Development																		
LX14	License-Health	Community Development																		
LX15	License-Health	Community Development																		
LX16	License-Health	Community Development																		
LX17	License-Health	Community Development																		
LX18	License-Health	Community Development																		
LX19	License-Health	Community Development																		
LX20	License-Health	Community Development																		
LX21	License-Health	Community Development																		
LX22	License-Health	Community Development																		
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LX96	License-Health	Community Development																		
LX97	License-Health	Community Development																		
LX98	License-Health	Community Development																		
LX99	License-Health																			

Town of HOORSEET MUNICIPAL
Municipal RECORDS LISTING
Please refer to RSA 33A for clarification***

Number	Record	Official Recipient	Owner	Administration	Budget Committee	Community Development	Conservation Commission	Family Services	Fire Rescue	Police	Public Works	Recycling & Transfer	Tax Office	Trusts & Transfers	Trusts of Trust Funds	Non-Disclosed Medium?	Location	Electronic	Last Review	RSA 33-A Retention Timeline
CXU	School records																			Retained as per RSA 189:29 a
CXV	State plan approvals and plans	Community Development																		permanently
CXVI	Sign inventory	Community Development																		7 years
CXVII	Site plan review	Community Development																		life of improvement + 2 years
CXVIII	Site plan review issued	Community Development																		20 years
CXIX	Site plan review not approved	Community Development																		appeal period plus one year
CXX	Special assessment/assessment of property	Community Development																		permanently
CXXI	Street accommodations	Community Development																		assessment period expires 1 yr
CXXII	Street signs, street signage/maintenance records	Community Development																		permanently
CXXIII	Subdivision applications-accessible and final plan	Community Development																		permanently
CXXIV	Subdivision applications-withdrawn or not approved	Community Development																		expiration of appeal-one year
CXXV	Subdivision applications-working drafts prior to approval	Community Development																		expiration of appeal period
CXXVI	Survey of subdivision or property	Assessing																		one year
CXXVII	Tax maps	Assessing																		permanently
CXXVIII	Tax Receipts paid, including taxes on land use change prog****	Tax Office																		\$/year tax on timber-tops
CXXIX	Tax-owed property list/pledged or certified receipts****	Tax Office																		expiration of interest to debt permanently
CXXX	Vehicle Maintenance Records	Tax Office																		permanently
CXXXI	Vote reconciliation copy kept by town pursuant to****	Town Clerk																		permanently
CXXXII	Vote reconciliation copy kept by town pursuant to****	Town Clerk																		permanently
CXXXIII	Warrant-land use change and book of list	Finance																		permanently
CXXXIV	Warrant-land use change and book of list	Finance																		permanently
CXXXV	Warrant-Property Tax and book of list	Finance																		permanently
CXXXVI	Warrant-Property Tax and book of list	Finance																		permanently
CXXXVII	Warrant-Utility and Bertham Tax	Finance																		permanently
CXXXVIII	Warrant-yield tax and book of list	Finance																		permanently
CXXXIX	Warrant department vouchers	Tax Office																		permanently
CXL	Warrant program form	Assessing																		permanently
CXLI	ZEA applications, on-call, on-site, permit, successful	Assessing																		current year plus 6 years
CXLII	Intent to excavate	Assessing																		expiration of appeal period + 1 year
CXLIII	Intent to excavate	Assessing																		expiration of appeal period + 1 year
CXLIV	Intent to excavate	Assessing																		permanently
CXLV	Intent to excavate	Assessing																		permanently
CXLVI	Intent to excavate	Assessing																		permanently
CXLVII	Intent to excavate	Assessing																		permanently
CXLVIII	Intent to excavate	Assessing																		permanently
CXLIX	Intent to excavate	Assessing																		permanently
CXLX	Intent to excavate	Assessing																		permanently
CXLXI	Intent to excavate	Assessing																		permanently
CXLXII	Intent to excavate	Assessing																		permanently
CXLXIII	Intent to excavate	Assessing																		permanently
CXLXIV	Intent to excavate	Assessing																		permanently
CXLXV	Intent to excavate	Assessing																		permanently
CXLXVI	Intent to excavate	Assessing																		permanently
CXLXVII	Intent to excavate	Assessing																		permanently
CXLXVIII	Intent to excavate	Assessing																		permanently
CXLXIX	Intent to excavate	Assessing																		permanently
CXLXX	Intent to excavate	Assessing																		permanently
CXLXXI	Intent to excavate	Assessing																		permanently
CXLXXII	Intent to excavate	Assessing																		permanently
CXLXXIII	Intent to excavate	Assessing																		permanently
CXLXXIV	Intent to excavate	Assessing																		permanently
CXLXXV	Intent to excavate	Assessing																		permanently
CXLXXVI	Intent to excavate	Assessing																		permanently
CXLXXVII	Intent to excavate	Assessing																		permanently
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Exhibit B
Town of Hooksett

35 Main Street
Hooksett, NH 03106

INVESTMENT POLICY

I. PREFACE

The investment policy establishes a framework for the safe and prudent investment of public funds. While attempting to achieve the best possible results, an investment program must consider the safety and liquidity necessary to effectively meet the operational needs of the Town.

It also provides guidance and direction for the Town Treasurer in the daily conduct of investing activity in addition to improving consistency, creating and defining accountability and in ensuring that laws are followed.

II. SCOPE

The investment policy applies to all financial assets in the custody of the Town Treasurer of the Town of Hooksett, New Hampshire. These funds are accounted for in the Town's annual audited financial reports and include the following:

- General Fund
- Special Revenue Funds
- Capital Project Funds
- Proprietary Funds
- Fiduciary Funds
- Any new funds created by the Town, unless specifically exempted by the governing body, in accordance with law, or by-law.

Furthermore, the investment policy applies to all transactions involving the financial assets and related activity of all the foregoing funds. This investment policy does not apply to the Town of Hooksett Trust Funds or Capital Reserves.

III. OBJECTIVES

The priority of investment objectives shall be safety, liquidity, and yield:

1. **Safety** of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk and interest rate risk.

a) **Credit Risk** is the risk of loss due to the financial failure of the security issuer or backer. The Town will minimize credit risk by:

- Limiting exposure to poor credits and concentrating the investments in the safest types of securities.
- Pre-qualifying the financial institutions, broker/dealers, intermediaries, and advisers with which the Town will do business.
- Diversifying the investment portfolio so that potential losses on individual securities will be minimized.
- Actively monitoring the investment portfolio holdings for ratings changes, changing economic/market conditions, etc.

b) **Interest Rate Risk** The Town will minimize the risk that the market value of securities in the portfolio will fall due to changes in general interest rates, by:

- Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity.
- Investing operating funds primarily in shorter-term securities or short-term investment pools.

2. **Liquidity** The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands. Furthermore, since all possible cash demands cannot be anticipated, the portfolio should consist largely of securities with active secondary or resale markets.

3. **Yield** The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above. The majority of the portfolio is limited to highly rated/low risk securities in anticipation of earning a fair return relative to the risk being assumed. Securities shall not be sold prior to maturity with the following exceptions:

- A security with declining credit may be sold early to minimize loss of principal.
- A security swap would improve the quality, yield, or target duration in the portfolio.
- Liquidity needs of the portfolio require that the security be sold.

4. **Legality** The investment portfolio shall remain in conformance with Federal, State and other legal requirements.

IV. DELEGATION OF AUTHORITY

The investment policy delegation of authority is stated below:

1. In accordance with RSA 41:29 VI, the responsibility for conducting investment transactions resides with the Town Treasurer, with the approval of Town Council.

2. No person may engage in an investment transaction except as provided under the terms of this policy and the internal procedures and controls hereby established.

V. PRUDENCE

The investment policy will be conducted in accordance with the "prudent person" standard which requires that:

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

The Town Treasurer involved in the investment process shall refrain from personal business activity that could conflict (or appear to conflict) with proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

The Town Treasurer shall disclose to the Town Council any material financial interest in financial institutions that conduct business within this jurisdiction, and they shall further disclose any large personal financial/investment positions that could be related to the performance of this jurisdiction's portfolio.

The Town Treasurer shall subordinate their personal investment transactions to those of this jurisdiction, particularly with regard to the timing of purchases and sales.

VI. INVESTMENT INSTRUMENTS

In accordance with RSA 41:29 II and IV funds of the Town of Hooksett may be invested in the following:

1. Deposits, including money market accounts or certificates of deposit, of federally insured banks chartered under the laws of New Hampshire or the federal government with a branch within the state; or funds may be deposited in federally insured banks outside the state if such banks pledge and deliver to a third party custodial bank or the federal reserve bank collateral security for such deposits of the following types:
 - a. United States government obligations;
 - b. United States government agency obligations; or
 - c. Obligations of the state of New Hampshire in value at least equal to the amount of the deposit in each case.
2. New Hampshire Public Deposit Investment Pool (NHPDIP) established pursuant to RSA 383:22.

3. Obligations fully guaranteed as to principle and interest by the United States government. The obligations may be held directly or in the form of securities or other interests in any open-end or closed-end management-type investment company or investment trust registered under 15 U. S.C. section 80a-1 et seq., if the portfolio of the investment company or investment trust is limited to such obligations.
4. Other instruments as may be specifically authorized by amendments to the State Law.

VII. MATURITY AND DIVERSIFICATION

Investment maturities for operating funds shall be scheduled to coincide with projected cash flow needs, taking into account large routine expenditures (school district remittances, payroll and accounts payable) as well as anticipated revenue inflows. However, the maturity characteristics of the portfolio should comply with the following schedule:

<u>Total Portfolio Investments Maturing</u>	<u>Required Minimum Percentage of Total Portfolio</u>
180 Days or Under	100%

No more than 80% of the total investment portfolio shall be invested with any one financial institution.

VIII. COMPETITIVE SELECTION OF INVESTMENT INSTRUMENTS

Competitive quotes shall be requested from qualified financial institutions for various options with regards to terms and instrument, and provided to the Finance Director. The Town Treasurer will accept the quote(s) which provide(s) the highest rate of return, within the maturity required, and within the parameters of this policy, taking into consideration all associated costs, requirements and capabilities.

IX. PERFORMANCE EVALUATION

The Town shall require, from any institution in which investing activity is conducted, sufficient routine reports/documentation to enable an accurate evaluation to be made as to the results of the Town's investment program as it relates to the Town's stated objectives, guidelines and policies, and to assist in revealing areas for potential improvement.

X. SAFEKEEPING AND COLLATERALIZATION

In accordance with RSA 41:29 V, the Town Treasurer shall ensure that prior to acceptance of any moneys for deposit or investment, including repurchase agreements, the federally insured bank shall have such funds, at the time of deposit or investment, secured by collateral having a market value at least equal to 102% of the amount deposited or invested over the FDIC limits. Such collateral shall be held by a third party custodian and segregated for the exclusive benefit of the

Town. Only securities defined by the bank commissioner as provided by rules adopted pursuant to RSA 386:57 shall be eligible to be pledged as collateral.

The banking institution shall provide the Town Treasurer with at least monthly reports of the Town's collateral position. In addition, collateral agreements shall comply with provisions set forth in the Financial Institutions Reform, Recovery and Enforcement Act of 1989 (FIRREA), which require that the collateral agreement be:

1. in writing;
2. approved by the Board of Directors of the depository or its loan committee;
3. has been, continuously, from the time of its execution, an official record of the depository institution.

A Certificate of Insurance is not considered to be adequate collateralization.

XI. INTERNAL CONTROLS

The internal controls for the Town of Hooksett shall be designed to prevent losses of public funds arising from fraud, employee error, misrepresentation by third parties, unanticipated changes in financial markets, imprudent actions by employees and officers of the Town.

1. Indemnification: In accordance with RSA 41:6 (Surety Bond Required).

"Town Treasurers... Shall be bonded by position under a blanket bond from a surety company authorized to do business in this state. The bond shall indemnify against losses through:

- (a) The failure of officers covered to faithfully perform their duties or to account properly for all moneys or property received by virtue of their positions, or
 - (b) Fraudulent or dishonest acts committed by the covered officers."
2. The Town Treasurer conducts investment transactions via written instructions including Internet and reviews the bank statements daily to ensure that the appropriate transactions were made per the instructions. All bank balances will be reconciled monthly by the Town Treasurer and reported to the Finance Director on a monthly basis.
 3. The Finance Director, on a monthly basis, reviews and reconciles all bank account activity and records the investment transactions in the general ledger.

XII. REPORTING

The Town Treasurer shall submit quarterly to the Town Administrator an investment report that summarizes recent market conditions, economic development and anticipated investment conditions. The report shall summarize the investment strategies employed, and describe the portfolio in terms of investment securities, maturities, risk characteristics and other features. The report shall explain the total investment return and compare the return with budgetary expectations. The report shall include an appendix that discloses all transactions during the past quarter.

XIII. OTHER

This policy shall be reviewed at least annually by Town Council, or its designee, with changes made as warranted, followed by re-adoption by the governing body.

The Town Council reserves the right to implement changes to this policy without prior notice if it is deemed in the Town's best interest.

This policy is available for public review and inspection. A copy may be obtained by contacting the Town Administrator.

XIV. POLICY APPROVAL/AMENDMENTS

The Council approved adoption of the Town of Hooksett Investment Policy at their October 12, 2005 meeting.

Town Council approved amendments of the Town of Hooksett Investment Policy at their September 9, 2009 meeting.

Town Council approved amendments of the Town of Hooksett Investment Policy at their September 8, 2010 meeting.

Town Council approved the Town of Hooksett Investment Policy at their September 14, 2011 meeting.

Town Council approved amendments of the Town of Hooksett Investment Policy at their October 10, 2012 meeting.

Town Council approved the Town of Hooksett Investment Policy at their September 25, 2013 meeting.

Town Council approved amendments of the Town of Hooksett Investment Policy at their September 24, 2014 meeting.

Exhibit C
Town of Hooksett
35 Main Street
Hooksett, NH 03106

FUND BALANCE POLICY

SECTION 1. PURPOSE

The Town hereby establishes and will maintain reservations of Fund Balance, as defined herein, in accordance with Governmental Accounting Standards Board Statement No. 54, *Fund Balance Reporting and Governmental Fund Types Definitions*. This policy shall only apply to the Town's governmental funds. Fund balance shall be composed of nonspendable, restricted, committed, assigned and unassigned amounts.

The general purpose of this policy is to improve the Town of Hooksett's financial stability by protecting itself against emergencies and economic downturns. Unassigned fund balance is an important measure of economic stability. It is essential that the Town maintain adequate levels of unassigned fund balance to mitigate financial risk that can occur from unforeseen revenue fluctuations, unanticipated expenditures, and similar circumstances. The fund balance also provides cash flow liquidity for the Town's general operations.

SECTION 2. DEFINITIONS

2.1) Nonspendable Fund Balance - includes amounts that are not in a spendable form (such as inventory, tax deeded property subject to resale or prepaid expenses) or are required to be maintained intact (such a principal of an endowment fund).

2.2) Restricted Fund Balance – includes amounts that can be spent only for the specific purposes stipulated by external resource providers (such as grantors) or laws or regulations of other governments or imposed by law through constitutional provisions or through enabling legislation (the annual Town meeting). Restrictions may be changed or lifted only with the consent of the resource providers or the enabling legislation. Non-lapsing warrant articles, library, income portion of permanent funds and Capital Project funds would be considered restricted.

2.3) Committed Fund Balance – includes amounts that can be used only for the specific purposes determined by a formal action of the Town's highest level of decision making authority (Town Council). Commitments may be changed or lifted only by the Town Council taking the same formal action that imposed the constraint originally. The Town Council's actions must either be approved or rescinded, as applicable, prior to the last day of the fiscal year for which the commitment is made. The amount subject to the constraint may be determined in the subsequent period. This classification also includes contractual obligations to the extent that existing resources have been specifically committed for use in satisfying those contractual obligations. Expendable trust funds and legislative body votes relative to the use of unassigned fund balance at year-end are included in this classification.

2.4) Assigned Fund Balance – includes amounts the Town *intends* to be used for specific purposes. For all governmental funds other than the General Fund, any remaining positive amounts are to be classified as “assigned”. The Town Council expressly delegates this authority to the Town Administrator. Items that would fall under this type of fund balance would be Police and Fire Details, Ambulance Fund and Conservation Fund etc. The Town also has assigned funds consisting of encumbrances in the general fund at year-end.

2.5) Unassigned Fund Balance – is the residual classification of the general fund and includes all amounts not contained in other classifications. Unassigned amounts are technically available for any purpose. Any deficit fund balance of another governmental fund is also classified as unassigned.

SECTION 3. SPENDING PRIORITIZATIONS

3.1) When expenditures are incurred for purposes for which both restricted and unrestricted fund balance is available, restricted fund balance is considered to have been spent first.

3.2) When expenditures are incurred for purposes for which amounts in any of the unrestricted fund balance classification can be used, committed amount should be reduced first, followed by assigned amounts and then unassigned amounts.

SECTION 4. DEFICIT FUND BALANCE

At year end, if any of the special revenues funds has a deficit unassigned fund balance, the Town Administrator is authorized to transfer from the General Fund to cover the deficit, providing the General Fund has the resources to do so.

SECTION 5. UNASSIGNED FUND BALANCE – GENERAL FUND

As recommend by the New Hampshire Department of Revenue, the Town shall strive to maintain an unassigned fund balance in its General Fund equal to 8-17% of the total annual appropriations of the community (which includes the Town, County, School District and Precincts).

5.1) Minimum Balance – The Town shall maintain a minimum unassigned fund balance of 5% of the general fund’s annual appropriations of the community.

5.2) Target Balance - The Town shall work toward maintaining an unassigned fund balance of 8% of the general fund’s annual budget, including Town, School and County appropriations.

SECTION 6. ANNUAL REVIEW

Town Council shall review and approve this policy annually.

SECTION 7. POLICY APPROVAL/AMENDMENTS

Town Council approved adoption of the Town of Hooksett's Fund Balance policy at their May 13, 2009 meeting.

Town Council amended the Town of Hooksett's Fund Balance policy at their September 14, 2011 meeting.

Town Council amended the Town of Hooksett's Fund Balance policy at their October 10, 2012 meeting.

Town Council amended the Town of Hooksett's Fund Balance policy at their September 25, 2013 meeting.

Town Council amended the Town of Hooksett's Fund Balance policy at their September 24, 2014 meeting.

STAFF REPORT
TOWN COUNCIL RULES OF PROCEDURES

August 12, 2015

AGENDA NO. 15-058
DATE: 8/12/15

Background:

The Town Council Rules of Procedures was last updated 09/10/14. Amendments to the rules are now needed based on the annual Town Council workshop discussion of 07/22/15.

Amendments:

Amendments to the Town Council Rules of Procedures include:

- Section 2.A.6 add: Motion to adopt Administrative Code.
- Section 2.C.3.d add: The Town Council Secretary shall act as clerk of the Council and shall approve unofficial minutes of the meeting recorded by the Recording Clerk. The posted minutes shall include a reference of the page number where the attachment of the overview sheet of the Council reading file and Council Chair signed ancillary documents can be found.
- Section 3.g. delete: Council members shall be seated in Council Chambers as determined by consensus of the Council ~~advice of the Chair.~~
- Section 3.g. add: The Chair, Vice-Chair and Secretary shall be seated at the head of the Council table in Chambers.
- Section 8.b. add: Non-public minutes shall consist of the subject matter and motions only. No minutes of the subject discussion shall be taken.
- Section 8.c. add: A councilor not present at the time non-public session minutes are taken shall receive these sealed minutes along with the rest of the Council.
- Section 8.d. add: Unsealing of the non-public session minutes for the current fiscal year (June 1st to May 31st) shall occur annually at the Council's last meeting in May when, in the opinion of a majority of members, the circumstances that sealed the minutes no longer apply in accordance with RSA 91:3 III.
- Section 13. Add: Procedure for Town Administrator Annual Evaluation

Fiscal Impact:

None.

Recommendation:

Recommend that the Town Council motion to adopt the amendments to the Town Council Rules of Procedures as presented effective 08/12/15.

Prepared by:

Donna Fitzpatrick, Administrative Services Coordinator

Town Administrator Recommendation: *can*



Dr. Dean E. Shankle, Jr.
Town Administrator

Town of Hooksett
Town Council Rules of Procedures
Adopted as of: 01/10/2001
Amended as of: 08/12/2015

Resolved by the Town Council of the Town of Hooksett, NH that the following be and hereby are adopted as the Rules of the Hooksett Town Council.

1. The Following Rules shall be adopted by a majority of the Hooksett Town Council and these rules shall become effective immediately upon their adoption.
 - a. Riggins Rules and Parliamentary Law at a Glance by E.C. Utter should be used as a guide when proper procedure is in question except where modified herein.
 - b. Acceptable Procedure is determined by the acting Chair.
2. Procedures for electing officers are as follows:
 - a. Annually, at the first meeting of the new Town Council:
 1. The Town Clerk shall swear-in all new Councilors as a group.
The members thereof shall:
 2. Choose, from among their members, a Chair, a Vice Chair and a Secretary. In addition to the powers conferred upon the Chair, the Vice Chair and the Secretary, they shall continue to have all the rights, privileges and immunities of a member of the Town Council.
 3. Motion that the Town Council confirms by a roll call vote, that the Town of Hooksett will adopt RSA 31:104, 31:105 and 31:106 to provide immunity and indemnify all Town Councilors, other elected officials, employees, agents as well as appointed officials that serve on committees and boards within the Town of Hooksett; specifically covering immunity from civil liability for discretionary acts, according to RSA 31:104, indemnification for costs of defense of civil suits, according to RSA 31:105 and indemnification for civil rights claims, according to RSA 31:106.
 4. Motion to have the Town Council Chair sign ancillary documents as agent to expend as a result of Town Council prior approval of the documents.
 5. Motion to adopt the Town Council Rules of Procedures.
 6. Motion to adopt the Administrative Code.
 - b. The above election shall be by majority vote of the Town Council present at the first meeting.
 - c. Duties of Officers
 1. Chair:
 - a. The Chair with the Town Administrator shall post all meetings and set meeting agenda.

- b. Lead all meetings in an orderly manner using these procedures, Hooksett's Town Charter, Riggins Rules and Parliamentary Law as guides for appropriate protocol.
 2. Vice Chair:
 - a. In the absence of the Chair, the Vice Chair shall conduct the Council Meeting until such time as the Chair is present.
 3. Council Secretary:
 - a. The Council Secretary shall be responsible for recording the attendance of Council members by roll call. (If available taped voice vote may be used) at the beginning of each meeting.
 - b. The Council Secretary shall be responsible for polling and recording all roll call votes.
 - c. If the Council Secretary is absent, the chair shall ask for a volunteer. If there is no volunteer, the Chair shall appoint a Council member to act as Council Secretary until such time as the Council Secretary is present.
 - d. The Town Council Secretary shall act as clerk of the Council and shall approve unofficial minutes of the meeting recorded by the Recording Clerk. If there is no Recording Clerk present at meeting, the Town Council Secretary will be asked to keep minutes. The posted minutes shall include a reference of the page number where the attachment of the overview sheet of the Council reading file and Council Chair signed ancillary documents can be found.
 - e. The Town Council Secretary shall perform such other duties in the meeting as may be requested by the presiding officer of Council.
 - f. In case of the absence of the Chair and the Vice Chair the Council Secretary shall call the Council to order and act as Chair.
3. Council Meetings
 - a. The Council shall meet in regular session on the 2nd and 4th Wednesday of every month, except as noted on Town Calendar, at 6:30 pm. When time permits, a regular meeting may be adjoined to a workshop session.
 - b. The place of meetings shall be the Council Chambers unless otherwise designated.
 - c. A quorum of the Council for the transaction of any business shall be two-thirds (2/3) of the members currently in office. The Council shall not recognize a Councilor's electronic method(s) of participation, attendance, or quorum.
 - d. The Council reserves the right to end meetings at 9:30. Uncovered business will be included in the next meeting agenda. Meeting may be closed by a 2/3 roll call vote.

- e. The Council may meet for an informal workshop session or special meetings by Council vote on an as needed basis, in accordance of Section 3.5 C of the Town Charter. The place of meeting shall be the Council Chambers.
- f. When, after consultation with the Vice Chair and the Town Administrator, the Chair determines that the Council has insufficient business to warrant a meeting, the Chair may cancel said meeting after informing all councilors and receiving individual approval from 2/3 of the council members and shall not be inconsistent with the meeting provisions of the Town Charter. Agenda items scheduled for a meeting that is canceled shall be carried over to the next regular meeting.
- g. Council members shall be seated in Council Chambers as determined by consensus of the Council. The Chair, Vice-Chair and Secretary shall be seated at the head of the Council table in Chambers.
- h. Council members, staff and members of the general public participating in meetings shall address all questions or remarks through the Chair confine their remarks to the merit of pending questions; and shall not engage in personalities.
- i. Any member may leave the Council Chambers while in regular session after notice to the Chair of pressing business providing there is no loss of quorum as determined by the Chair.

4. Town Employees

- a. The Town Administrator will attend all regular meetings or request representation from a Town Department to attend in their place.
- b. The Town Administrator shall be responsible for providing the Council with necessary background information on all items of business before the Council.
- c. The Town Administrator may have the head of any department or division or other employee of the Town in attendance at any meeting when items within their responsibility or knowledge is being discussed. All questions shall be directed to the Town Administrator who may, when necessary, defer to a department head or employee. Staff should be made aware of all items on the agenda to be ready to discuss items in respect to their department or area of responsibility.

5. Voting

- a. Every member present, including the Chair, when a question is put shall vote either aye (yes) or nay (no) or abstain and give reason for abstaining, in accordance with the Town Charter.
- b. Council Members wishing to abstain from voting shall so indicate and give reason for doing so.
- c. Roll call votes shall be in a random order with the Chair voting last.
- d. All votes shall be voice votes unless Town funds are being voted on which will always require roll call vote. Any Councilor may call for a roll call vote on any matter.

6. Debate

- a. Council members must raise their hand to be recognized by the Chair.
- b. Rules of Debate on all motions shall be as follows:
 1. The council member, who introduces a motion, may speak to that motion. Thereafter, every council member may speak to the motion two times only. The sponsoring Council member may also address the motion two times, thereby allowing the sponsor the right to address his or her their motion a total of three times.
 2. If by 2/3 vote it is determined additional discussion is needed each council member may only speak an additional 2 times on a motion.
 3. Decorum in debate: In order to assist in the carrying out of debate in an orderly and productive manner, Council members shall:
 - a. Address all questions and remarks through the Chair. Do not address audience or council members.
 - b. When commenting on another Councilor's statement or question, identify the speaker, statement and when the statement was made.
 - c. Confine remarks to the merits of the pending question.
 - d. Not engage in personalities or question the motives of other Councilors.
- c. Any member who wishes to force an end to debate must first obtain the floor by being duly recognized to speak by the chair and must then move the Previous Question. Such a motion must be seconded, and then adopted by a two-thirds vote, or by unanimous consent. It is not in order to interrupt a speaker with cries of "Question" or "Call the question.", and even if no one is speaking, it is still necessary to seek recognition.

7. Order of Business

- a. Agenda Order of Council Meetings
 - I. Call to Order
 - II. Roll Call
 - III. Pledge of Allegiance
 - IV. Special Recognitions
 - V. Approval of minutes
 - VI. Agenda Overview
 - VII. Public Hearings
 - VIII. Consent Agenda
 - IX. Town Administrator's Report
 - X. Public Input
 - XI. Nominations/Appointments
 - XII. Scheduled Appointments
 - XIII. 15 Minute Recess
 - XIV. Old Business
 - XV. New Business
 - XVI. Subcommittee Reports
 - XVII. Public Input

XVIII. Non-Public Session

XIX. Adjournment

b. 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.

c. Nominations for all Board and Committee applicants may be made during the nominations/appointments portions of the Council meeting. Boards and Committees shall receive their respective applications and make recommendations for nominations. Appointment vote for a nominee will be scheduled at the next Council meeting. Nominations and appointments for new July terms shall be at the June Town Council meetings.

d. Scheduled Appointments

1. A scheduled appointment shall have one person as a speaker when possible and follow the rules for addressing the Council.
2. A scheduled appointment shall not exceed 15 minutes to address the Council unless the Council votes to extend.
3. Board and Committee applicants shall be invited to attend a Council meeting as a scheduled appointment to state their interest. This meeting shall be either prior to or on the same night of their nomination.
4. Boards and Committees shall meet at minimum once a year as a scheduled appointment to provide an overview of their activities and member attendance reports.

e. Old Business

1. Business carried over from a previous meeting.
- f. New Business
 1. New Business should be submitted to the Town Administrator or Council Chair.
 2. New Business submitted by noon the Wednesday before a regular meeting may be considered for the next meeting by request. The Chair may schedule the topic on the Agenda under New Business as the schedule allows. Any new business brought forward at a council meeting shall not be acted upon at that meeting except by a motion to waive this rule by vote of 2/3rd of the members present.
 3. New Business submitted after noon the Wednesday preceding a regular scheduled meeting will be considered for the next meeting agenda unless time sensitivity is determined by Town Administrator or Chair.
8. Non-Public Session
 - a. The Council shall motion to exit in non-public, then motion to seal the minutes of the non-public session as appropriate.
 - b. Non-public minutes shall consist of the subject matter and motions only. No minutes of the subject discussion shall be taken.
 - c. A councilor not present at the time non-public session minutes are taken shall receive these sealed minutes along with the rest of the Council.
 - d. Unsealing of the non-public session minutes for the current fiscal year (June 1st to May 31st) shall occur annually at the Council's last meeting in May when, in the opinion of a majority of members, the circumstances that sealed the minutes no longer apply in accordance with RSA 91:3 III.
9. Filing Agenda items
 - a. Every item of business to come before the Council for action must be filed with the Town Administrator or Council Chair.
 - b. The Agenda shall be posted by the close of business on the Wednesday prior to the regular Council Meeting.
 - c. It shall be the duty of the Town Administrator to mail by first class postage said agenda and any available supporting documents to each Councilor (if not already picked-up) by Thursday of the week prior to the regular Council Meeting unless a Councilor requests, in writing, to receive it in electronic format only.
10. Addressing the Council
 - a. Persons other than members of the Council shall not be permitted to address the Council except during the designated agenda Public Input or by invitation of the Chair.
 - b. A time limit for addressing the Council may be established by the Chair.
 - c. The speaker shall not enter into a debate with any person, the Chair or Council members.

11. Amendment To Rules

- a. Council rules may be suspended by a 2/3-majority vote of all Council members. The purpose for suspension must be clearly stated before the vote is taken and 2/3 of all Council members must declare the matter one of such priority that it would be detrimental to hold over until the next regular Council Meeting.
- b. The rules may be amended or new rules adopted by a 2/3 vote of all members of the Council. Any such proposed alteration or amendment by any Councilor shall be submitted in writing at a regular Council Meeting under the order of new business.

11. Community Outreach

- a. The Council Chair has the authority to act on the Council's behalf to present and/or sign letters of achievement for community outreach to include but not limited to Town of Hooksett departments, businesses, residents, and volunteer or membership groups. This authority is for times when the community outreach happens off-schedule to Town Council meetings.

12. Procedure for Adoption of Ordinances pursuant to Section 3.6 of the Charter.

- a. Prior to a Council member introducing an ordinance, the Council shall discuss the contents which may include editorial revisions and textual modifications. An ordinance needing revisions based on this discussion will be brought back to the Council in a final format at their next scheduled meeting. The final version of an ordinance shall be introduced by one Councilor for a public hearing at the Council's next scheduled meeting. No second to a motion and/or vote is required to move an ordinance to a public hearing. The Council shall not take final action on any proposed ordinance until at least seven (7) days after said public hearing(s).

- b. After the public hearing the Council shall put the proposed ordinance in final form, which may include editorial revisions and textual modifications resulting from the proceedings of that hearing. An additional public hearing shall be held if the ordinance is substantively altered by the Town Council after public hearing. Subsequent public hearings shall be held at least 14 days after the prior public hearing and with the notice provided in Section 3.5 (A) of the Charter. The Council shall not take final action on any proposed ordinance until at least seven (7) days after said public hearing(s).

13. Procedure for Town Administrator Annual Evaluation

- a. Council's first meeting in May – Council will receive Town Administrator's self-evaluation to include status on his/her goals with comments for period ending June 30th of the same fiscal year along with a blank evaluation form.
- b. Council's second meeting in May = Councilors are to complete and submit the Town Administrator evaluation form via e-mail to the Council Chair and cc: Administrative Services Coordinator (or hand deliver to same at meeting).

- c. First week in June = Administrative Services Coordinator and Council Chair consolidate each Councilor's Town Administrator evaluation data into one report.
- d. Council's first meeting in June – Councilors to review consolidated Town Administrator evaluation report for edits.
- e. Council's second meeting in June – Councilors and Town Administrator to receive Town Administrator evaluation report in agenda packet and review at this meeting.
- f. Council's July Workshop meeting – New council to establish goals for new fiscal year.

Town Council Rules of Procedures

Adopted: 01/10/2001

Amendments

Date Amended	Section Amended
August 14, 2003	Added Section 7-c. Added Section 7-b-1, 2 & 3. Added Section 7-f-2.
January 27, 2010	Changed Section 7-a Scheduled Appointments – added 7 pm. Changed Section 7 - Order of Business - moved Non-Public Session towards the end of the meeting.
March 9, 2011	Changed Section 7 - Order of Business – added Consent Agenda after Agenda Overview and deleted Scheduled Appointment time (7:00 pm). Scheduled Appointments to start immediately after Nominations/Appointments.
October 12, 2011	Added Section 6-c.
November 30, 2011	Changed Section 7-a Agenda Order – Moved “Town Administrator’s Report” up before “Public Input”.
February 22, 2012	Changed Section 7-b Public Input (See file)
August 14, 2013	Changed Section 5. d. sentence 2 “The Chair” to “Any Councilor” Removed Section 5.d. sentence 3 Changed Section 7. d. “spokesman” to “speaker” Added to Section 7.d. “when possible” after “spokesman” Changed Section 7. f. 3. “only if” to “unless” Added Section 8. c. at end, “unless a Councilor requests, in writing, to receive it in electronic format only.”
December 18, 2013	Added Section 11 Community Outreach
May 28, 2014	Added Section 12 Procedure for Adoption of Ordinances pursuant to Section 3.6 of the Charter.
August 13, 2014	<ul style="list-style-type: none"> • <u>Section 2.a - Annually, at the first meeting of the new Town Council – added:</u> <ul style="list-style-type: none"> ○ 1. The Town Clerk shall swear-in all new Councilors as a group. ○ 3. Motion that the Town Council confirms by a roll call vote, that the Town of Hooksett will adopt RSA 31:104, 31:105 and 31:106 to provide immunity and indemnify all Town Councilors, other elected officials, employees, agents as well as appointed officials that serve on committees and boards within the Town of Hooksett; specifically covering immunity from civil liability for discretionary acts, according to RSA 31:104, indemnification for costs of

- defense of civil suits, according to RSA 31:105 and indemnification for civil rights claims, according to RSA 31:106.
 - 4. Motion to have the Town Council Chair sign ancillary documents as agent to expend as a result of Town Council prior approval of the documents.
 - 5. Motion to adopt the Town Council Rules of Procedures.
- Section 2.c.3 – Council Secretary:
 - d. Changed - Administrative Assistant to Recording Clerk and Added - The posted minutes shall have an attachment of the overview sheet of the Council reading file and Council Chair signed ancillary documents.
- Section 3 – Council Meetings:
 - c. Added - A quorum of the Council for the transaction of any business shall be two-thirds (2/3) of the members currently in office. The Council shall not recognize a Councilor's electronic method(s) of participation, attendance, or quorum.
- Section 5 – Voting
 - c. ~~removed – On roll call votes, Council Members shall vote alphabetically by last name, said name to be called on a rotating basis so that the name first called at the previous vote shall be name last called for the next vote, with the Chair voting last.~~ Added - Roll call votes shall be in a random alternate order with the last Councilor who made a motion to be the first Councilor to vote on the next roll call.
- Section 7 – Order of Business added:
 - IV. Special Recognitions (after Pledge of Allegiance) and VII. Public Hearings
 - c. changed appointments to applicants and added - Boards and Committees shall receive their respective applications and make recommendations for nominations. Appointment vote for a nominee will be scheduled at the next Council meeting. Nominations and appointments for new July terms shall be at the June Town Council meetings.
 - d. added: -
 - ✓ 2. A scheduled appointment shall not exceed 15 minutes to address the Council unless the Council votes to extend.
 - ✓ 3. Board and Committee applicants shall be invited to attend a Council meeting as a scheduled appointment to state their interest. This meeting shall be either prior to or on the same night of their nomination.
 - ✓ 4. Boards and Committees shall meet at minimum once a year as a scheduled appointment to provide an overview of their activities and member attendance reports.
- New Section 8 – Non-Public Session – Added:
 - a. The Council shall motion to exit in non-public, then motion to seal the minutes of the non-public session as appropriate.

September 10, 2014

Changed Section Section 5 – Voting c. reworded: Roll call votes shall be in a random order with the Chair voting last.

August 12, 2015

- Section 2.A.6 add: Motion to adopt Administrative Code.
- Section 2.C.3.d add: The Town Council Secretary shall act as clerk of the Council and shall approve unofficial minutes of the meeting recorded by the Recording Clerk. The posted minutes shall include a reference of the page number where the attachment of the overview sheet of the Council reading file and Council Chair signed ancillary documents can be found.
- Section 3.g. delete: Council members shall be seated in Council Chambers as determined by consensus of the Council ~~advice of the Chair.~~
- Section 3.g. add: The Chair, Vice-Chair and Secretary shall be seated at the head of the Council table in Chambers.
- Section 8.b. add: Non-public minutes shall consist of the subject matter and motions only. No minutes of the subject discussion shall be taken.
- Section 8.c. add: A councilor not present at the time non-public session minutes are taken shall receive these sealed minutes along with the rest of the Council.
- Section 8.d. add: Unsealing of the non-public session minutes for the current fiscal year (June 1st to May 31st) shall occur annually at the Council's last meeting in May when, in the opinion of a majority of members, the circumstances that sealed the minutes no longer apply in accordance with RSA 91:3 III.
- Section 13. Add: Procedure for Town Administrator Annual Evaluation