

**TOWN COUNCIL AGENDA
Regular Meeting
Wednesday, February 11, 2015**

- 1. 6:30 PM - CALL TO ORDER**
- 2. ROLL CALL**
- 3. PLEDGE OF ALLEGIANCE**
- 4. SPECIAL RECOGNITIONS**
 - a. Hooksett Youth Achiever of the Month
- 5. APPROVAL OF MINUTES**
 - a. Public: 01/28/2015
 - b. Non-public: 01/28/2015
- 6. AGENDA OVERVIEW**
- 7. PUBLIC HEARINGS**
 - a. Town Charter Changes Sections 5.9 Independent Audit & 9.1 Town Report
- 8. CONSENT AGENDA**
 - a. Donation of two (2) used printers from Town of Weare, NH to Hooksett Tax/Town Clerk office (\$684.00 total replacement cost)
 - b. Donation of \$1,794.57 from The Friends of Kids Kaboose to the Hooksett Parks & Recreation Division
 - c. Donation of \$25.00 from resident Edna Hemeon to Hooksett Family Service's Holiday Assistance Program
 - d. Donation of \$1,990.36 from the Hooksett Police Association to the Hooksett Family Services Dept.
- 9. TOWN ADMINISTRATOR'S REPORT**
- 10. PUBLIC INPUT: 15 Minutes**
- 11. NOMINATIONS AND APPOINTMENTS**
- 12. SCHEDULED APPOINTMENTS**
 - a. AFSCME (Public Works and Recycle & Transfer) Union – Harriet Spencer
- 13. 15 MINUTE RECESS**
- 14. OLD BUSINESS**
 - a. AFSCME (Public Works and Recycle & Transfer) Union Contract Signing
 - b. 14-101 Warrants (Recommendations)
- 15. NEW BUSINESS**
 - a. 15-003 Auditor Contract Extension
 - b. 15-004 Public Works Department – Highway Division – Assistant Crew Chief job description
 - c. 15-005 Town of Hooksett Safety Manual – new policy "Hot Works (Contractor)"
 - d. 15-006 Town of Hooksett Personnel Plan – new policy "Motor Vehicle Records"
 - e. 15-007 Vote to adopt Other Ordinance #2015-1 Trustees of Trust Fund
 - f. 15-008 Health Insurance Review Committee

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

16. SUB-COMMITTEE REPORTS

17. PUBLIC INPUT

18. 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.

19. 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, January 28, 2015

CALL TO ORDER

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

ROLL CALL – ATTENDANCE

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

PLEDGE OF ALLEGIANCE

SPECIAL RECOGNITIONS

APPROVAL OF MINUTES

a. Public: January 21, 2015

T. Lizotte motioned to accept the public minutes of January 21, 2015. Seconded by N. Comai. Vote 5 in favor; A. Jennings, T. Lizotte and D. Ross abstained due to prior absence.

AGENDA OVERVIEW

Chair Sullivan provided an overview of tonight's agenda.

T. Lizotte motioned to move up item 15 (New Business) to next on the agenda. Seconded by D. Winterton. Vote unanimously in favor.

NEW BUSINESS

a. AFSCME (Public Works and Recycle & Transfer) Union Contract

D. Ross motioned to approve a two-year contract with AFSCME 1580. Seconded by T. Lizotte.

Dr. Shankle: The agreement is that starting July 1, 2015, union members get a 3% increase. They have also agreed to increase the amount they put into their health insurance by 2% (from 10% to 12%). They agreed to participate in the committee that Council has been talking about setting up to investigate a better way to handle health insurance that will be less expensive for both the town and the employees. At the end of that study, they will look at the results and if they choose to move forward, and agree to the second part, they can do that. If not, they can opt out and it would only be a one year contract. If they agree to the second year, they would get another 3% increase and their contribution would go from 12% to 15%.

Roll Call

D. Ross – Yes
J. Levesque – Yes
A. Jennings - Yes
N. Comai - Yes
D. Winterton - Yes
T. Lizotte - Yes
J. Sullivan - Yes
S. Orr - Yes

Vote unanimously in favor.

D. Fitzpatrick: The full contract will be signed by the Council at our next meeting.

PUBLIC HEARINGS

a. Other Ordinance #2015-1 Trustees of Trust Fund Ordinance

J. Sullivan: "The Hooksett Town Council will be holding a public hearing on Wednesday, January 28, 2015 @ 6:30pm at the Hooksett Town Hall - Council, Chambers, 35 Main Street, Hooksett, NH. The purpose of the public hearing is to discuss Proposed Ordinance 2015-1: Trustees of Trust Fund

Ordinance. This notice is per Chapter 231:132-a of the NH Revised Statutes Annotated, and section 3.6 of the Hooksett Town Charter. The full text of the proposed ordinance is on file with the Town Clerk and via www.hooksett.org for your inspection.” On behalf of the Council I declare this public hearing open. I'd like to ask the secretary to read the proposed ordinance into the record.

T. Lizotte: *“Proposed Ordinance 2015-1: An Ordinance to Authorize the Hooksett Trustees of Trust Funds to Pay Fees for Banks, Brokerage Firms, Portfolio Management Firms, and/or Investment Advisors Related to the Management of Capital Reserve Fund Income. WHEREAS, the State of New Hampshire amended RSA 34 by inserting Section 34:16 effective July 26, 2014, which allows the governing body, which is the Town Council, to authorize the Trustees of Trust Funds to charge fees for banks, brokerage firms, portfolio management departments, and/or investment advisors against the capital-reserve funds involved; and WHEREAS, such authority shall remain in effect until rescinded, and no vote by the governing body to rescind shall occur within 5 (five) years of the original adoption of this article; and WHEREAS, the Trustees of Trust Funds held a meeting on October 14, 2014, and agreed to support the adoption of this article, NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF HOOKSETT ORDAINS THAT the Hooksett Trustees of Trust Funds are hereby authorized to pay fees for banks, brokerage-firms, portfolio-management departments, and/or investment-advisors from capital-reserve income.”*

Dr. Shankle: As they explained a few meetings ago, they are trying to pay someone to manage the funds so they can be more effectively managed. State law forbade it in the past. This will allow them to get professionals to help manage the funds.

D. Ross: Would these fees be subject to bidding? Is it a standard fee or is it competitive?

C. Soucie: The Trustees of the Trust Fund reached out to several investment firms and asked them to submit proposals. They selected Mackensen and Company; would they do that again or go through that practice again I'm not sure. It wasn't a formal bid - they reached out to a couple different companies, did background checks, and solicited input from other communities about the services the individual firms were giving.

D. Ross: What would we pay on an annual basis?

C. Soucie: ½% for total assets; for all of the funds (school, water precincts, town, sewer) it is about \$15,000-\$16,000 per year roughly.

J. Sullivan: When they brought this to our attention, they said because of the outsourcing of this, the money saved would supersede the ½% fee.

C. Soucie: The investment goal would net out to about 2.5% so the ½% would go to the investment firm and they would net 2%. Looks like we are on track to get that.

OPEN TO PUBLIC COMMENT

J. Sullivan: We will close this public hearing at the end of the second public input.

CONSENT AGENDA

None

TOWN ADMINISTRATOR'S REPORT

- Refer to attached Staff Report for the sidewalk plow machine. We have the money to replace it as the current machine is not working at the moment. We'd like you to authorize Leo to do that.

T. Lizotte motioned to authorize the purchase of the Bobcat as described for \$44,954 of which \$38,000 will come from the vehicle replacement fund and the balance will come from the DPW budget. Seconded by A. Jennings.

L. Lessard: This is to replace a 1997 sidewalk machine. It's been in the CIP since I've been here. We have tried to utilize it until the end and this is the end. We have repaired it as much as we can, but the

blower let go and is no longer worth replacing. The transmission was slipping. I have included quotes to replace it in kind: \$157,000 from Chadwick-BaRoss, Fairfield was \$124,000 and Bobcat came in at the lowest at \$44,954. Several other towns have Bobcats since they are cheaper and we can also use this machine in the fall.

S. Orr: Can you give me an idea of where and how much sidewalk we have?

L. Lessard: We have 9 miles with the exception of the roads at University Heights and Post Road that put another 2 miles on. There are other sidewalks in town that weren't done in the past but I started doing them this year, as I felt that they should be done. There is probably about 10 miles. It takes 3-4 days for us to do them.

S. Orr: Do we maintain sidewalks on 3 and 28 between the plazas?

L. Lessard: The state puts the sidewalks in and we maintain them.

A. Jennings: The Bobcat looks like it includes a low pro bucket for summer months as well as costing 1/3 of the other bids.

L. Lessard: Yes. There are other attachments, but we already have forks. That helps to unload things.

D. Ross: A Bobcat is great; they are very versatile and are common so they are easy to repair and get parts for versus a sidewalk plow.

N. Comai: Did we already have any Bobcats?

L. Lessard: Diane (Recycling & Transfer department) has 2 – she just replaced one. They have hard tires on them but I need to get inverted tires on mine. She needs hers every day for the trash. It's better for us to have our own.

N. Comai: You can't use hers because you need different tires. Thank you for clarifying.

A. Jennings: You had a 3-day delivery time for a specialized machine. What's the timing for Bobcat?

L. Lessard: It is in stock. If you approve it tonight, it can be picked up tomorrow and we should have delivery Friday morning.

Roll Call

A. Jennings – Yes

J. Levesque – Yes

D. Ross – Yes

S. Orr – Yes

D. Winterton – Yes

T. Lizotte – Yes

N. Comai – Yes

J. Sullivan – Yes

Vote unanimously in favor.

- The National Guard was intending to buy a piece of property in town to put up a field maintenance shop. It was going to go to the Governor & Executive Council meeting today. Chris Pappas asked for more time to look at this, and they said they would bring it up again in 2 weeks and asked the National Guard to reach out to the town. I got an email from Col. Mikolaities today. The property is 19+ acres on Route 3 across from the movie theater. It's commonly referred to as Pork Chop Hill. I think it makes sense to ask him to go to the Planning Board meeting next Monday night. We can let everyone know as there are many interested people. They have provided 2 conceptual site plans (attached). 10,000 square feet is administrative space and 18,000 square feet is for bays for large equipment. Concerns for the town are it is non-taxable and there is an area behind there that's residential. They feel they are leaving a lot of buffer for security reasons; they are going to try and center it on the property. They'd like to move ahead

and they are willing to come and speak to you. Their concern was they signed a Purchase and Sale on December 31, 2014 and they need to close by February 15. That is why they are asking for a quick turnaround.

J. Sullivan: Myself, Dr. Shankle, the town planner, state reps and senators received an email from Mr. Couture indicating that this plan was on the docket and none of us knew about it. Mr. Hess contacted the Executive Councilor and Councilor Pappas. We thanked him for sharing the information he had, and Dr. Shankle called me to update me. Councilor Pappas and Dr. Shankle met today.

Dr. Shankle: It was nice of the G&C to give us some time to hear what is going to happen before it gets approved. It was more about transparency than the actual project. I don't know there is anything we can do to stop it if we wanted to. If the first time we heard about it was after they bought it, that didn't seem quite right.

J. Sullivan: At this point, we want to know if it's prudent for him to attend the Planning Board meeting to make it public.

Dr. Shankle: My understanding is the use would be allowed in that performance zone. It seems that this is the most public place to have this update from them.

T. Lizotte: On this property, the cost of blasting – what detriment is it to our taxes? What does it yield for taxes each year?

Dr. Shankle: It's only assessed for about \$250,000. There may be a lot of positive that comes out of this. It would clean up the area, but we don't want to affect the neighbors. They seem to think they are leaving a considerable buffer. I'd hope this would be addressed at the Planning Board.

D. Winterton: Are we notifying abutters they are coming to the Planning Board on Monday?

Dr. Shankle: I was going to talk to the town planner about that. If we do, we have to pay for it. I think it makes a lot of sense to do that and would be worth it.

D. Ross motioned to authorize the Town Administrator to notify abutters, in the proper and traditional fashion, of this meeting. Seconded by T. Lizotte.

J. Sullivan: This type of development would not normally require abutter notification?

Dr. Shankle: We are doing this is as a courtesy.

Vote unanimously in favor.

PUBLIC INPUT: 15 Minutes

J. Sullivan: We have one of the Trustees of the Trust Fund here; we read the ordinance into the record. If you would like to add any additional information, please do so.

Claire Lyons, member of the Trustees of the Trust Fund: I am confirming that we support this project.

T. Lizotte: It should be on the record that the Trustees of Trust Fund were not late; Council moved the agenda item up.

J. Sullivan: Thank you for coming and thank the other Trustees as well. Seeing no other public input, I now declare that public hearing on Proposed Ordinance 2015-1 is closed.

CLOSED FOR PUBLIC COMMENT

NOMINATIONS AND APPOINTMENTS

None

SCHEDULED APPOINTMENTS

None

OLD BUSINESS

a. 14 – 101 Review of budgets and warrant articles: Vote on budgets and warrants

D. Winterton motioned to take the fire budget off the table. Seconded by T. Lizotte. Vote unanimously in favor.

D. Winterton motioned to take the police budget off the table. Seconded by T. Lizotte. Vote unanimously in favor.

J. Sullivan: To be consistent, we will motion to approve the budget and then make any amendments and vote on those. At that point we will vote on the budget as amended.

D. Winterton motioned to approve the Town Administrator's fire budget in the amount of \$3,873,931. Seconded by T. Lizotte.

D. Winterton motioned to move \$156,560 from fire budget full time employee (4220-111) to ambulance budget (equivalent of salaries and benefits for 2 firefighters at the salary level of \$40,536). Seconded by T. Lizotte.

D. Winterton: \$3,717,371 is the new fire budget.

N. Comai: To be clear, you are saying move the fire division full time employee line to where?

D. Winterton: In the professional services line under the fire division (account 1-350-4220-330), they moved \$76,000 to the ambulance fund. I'm following that movement exactly with a total of \$156,560. I can break it down into salary, FICA, retirement, health, life, dental and disability if you want.

N. Comai: Not necessary; there is only one line item in ambulance, and that is medical supplies. I can't follow the dots.

Dr. Shankle: It would come out of the fire division budget and those salaries and benefits would be paid out of the ambulance fund which is different.

N. Comai: Do we have to create that ambulance fund? I don't see it in the book.

C. Soucie: The book you have is the general fund. The town has several other funds that don't have a budget associated with them. Those are in the back of your book. The general fund fire division operating budget is being reduced by that amount and will be charged against the special revenue ambulance fund, which is not contained in this budget process.

J. Sullivan: By doing this, we are maintaining the full complement of the fire rescue division, and we will be able to take advantage of that special fund to cover the cost from ambulance fees for these 2 individuals.

D. Winterton: Exactly.

N. Comai: Given the fact that wages are being moved, are we going to start keeping more line items in the public eye of wages? By throwing it into this fund just makes a bigger fund?

T. Lizotte: It's being removed from the general fund and those 2 positions will have to be funded from the revenue generated in the ambulance fund; it's not transferring money from one to another. He is asking the money to be removed from this fund and the liability to be covered by the ambulance fund. That fund will now fund those two positions.

C. Soucie: In the ambulance fund, we keep track of wages, medical supplies, fuel, etc. It's accounted for in a separate fund that we report on. There is detail in your book, but it's not in the general fund.

D. Winterton: In the budget process, we are moving \$76,000 to the ambulance fund for professional services, which is the 911 cost. This is already taking place in this budget. I'm just letting some salaries and benefits follow it. Last year we spent over \$100,000 in wages and salaries out of that fund.

T. Lizotte: I think it was \$69,095 according to the backup.

D. Shankle: The theory is the idea of the special revenue fund for ambulance would pay for the cost of the ambulance. What Councilor Winterton is saying is that 2 firefighters should be considered part of what it costs to run the ambulance so it should come out of that revenue.

A. Jennings: On tab 28, as of 11/25/14 the balance is \$330,151.80 in that fund. Earlier this year, we talked about keeping rates in line with other communities – it should be self-sustaining for those 2 ambulance workers.

S. Orr: We are taking this money out of specific line items and moving to a fund – does that fund also have those line items so you can easily find out how much of each is going to that fund?

C. Soucie: We don't currently have the health insurance lines, but we can quickly and easily add them so we can start tracking them.

S. Orr: That would be valuable data to have for the future in separating them.

D. Winterton: What is the accounts receivable for the ambulance fund currently?

C. Soucie: About plus \$400,000 in outstanding bills.

D. Winterton: They have a \$330,000 balance plus \$400,000 of accounts receivable. Thank you.

D. Ross: I see ambulance service under the revenue side coming in at \$150,942 for 2011-2012 and 0's for 2013. I presume that is what they took in?

C. Soucie: For 6 months it was operated out of the general fund; starting January 1, 2012 we moved it to the special revenue so the revenue stopped going into the general fund.

Dr. Shankle: Can I suggest that since this is a substantial change to a department's budget and the department head is here, can we ask him to come up?

Chief Williams: The fund is there, and is a revenue generating account. If you choose to do that, I'd only caution there is enough revenue coming in every year to cover that.

J. Sullivan: Is there a concern that we would not be able to maintain that revenue fund, at this point?

Chief Williams: I don't have the numbers in front of me, but it would be on a monthly basis. I know there is a balance in there, so it does bring in revenue every month.

J. Sullivan: We do have funds now, so in future years, Council can make motions to move it back if needed.

T. Lizotte: It would be irresponsible to say we put all paramedics in there, but if we put 2 in there it gives us leeway to look at ways to reinforce some areas without impacting tax payers.

Vote unanimously in favor of the amendment.

N. Comai: Can I get the total number again?

D. Winterton: \$156,560 which is salary and benefits for a firefighter with an annual salary of \$40,536 times 2. That is also including maximum health benefits; \$3,717,371 is the new fire budget total.

J. Sullivan called the question to approve the fire budget as amended for a total of \$3,717,371.

Vote unanimously in favor.

C. Soucie: So you just did the fire division of fire rescue. You still need to do emergency management and forest division.

J. Sullivan: \$5,500 is in emergency management and the forestry budget is \$0.

N. Comai motioned to accept emergency management budget for \$5,500. Seconded by T. Lizotte. Vote unanimously in favor.

J. Sullivan: Next is police.

D. Winterton motioned to accept the police budget in the amount of \$3,837,910. Seconded by T. Lizotte.

D. Winterton motioned to amend the police budget to increase salary line by 97,146.50. Seconded by T. Lizotte.

D. Winterton: That is ¼ of what the Chief told us his warrant article would include, so that adds one person to the police budget:

S. Orr: You want to add that to full time employees?

D. Winterton: I want to add it to the bottom line. When the Chief was in here last time, he mentioned we had to return state grants due to the lack of staffing. That seems wrong to me. Crime in Hooksett related to shoplifting and break-ins is rising. I think more bodies on the street would be helpful to the town and would realign our safety issues. If this passes, the combined fire and police budget would go from, originally, \$7,711,841 to \$7,652,427.50, for a total savings of about \$60,000 to tax payers.

J. Sullivan: Is there a specific savings to just police, since you added them together?

D. Winterton: Police would increase to \$3,935,056.50 from \$3,837,910; combined, they decrease by \$60,000k.

N. Comai: Can you go down the line items and tell me what was removed in the last meeting?

D. Winterton: Nothing was changed at the last meeting.

N. Comai: It's line 440, for the motorcycle. I thought it was taken out at the last meeting?

D. Winterton: It was taken out by the Town Administrator, and we are approving the Town Administrator's budget, not the Chief's.

A. Jennings: I agree there is a public safety issue, but he has 2 open positions already. I don't see why we are adding a third position. I'd like to see those filled before we increase the budget.

Capt Daigle: We swore in 2 officers recently; one dropped out of the academy on his own. We were looking for one, but now we are actively looking for 2. By the time this budget goes into effect, we will have those 2 filled.

J. Sullivan: There was discussion of increasing the complement to what was voted on in the 90's. So we would still be looking for 3 or will this one bring it up to that level?

Capt. Daigle: This one additional brings us to 26; at one time we had 29 from the Chief down.

J. Sullivan: The others will be on a warrant article. If this is approved, the warrant article would be changed to 3 instead of 4.

Vote unanimously in favor of the amendment.

J. Sullivan: I thought during discussions there was a request for 2 police cruisers and I thought we were going to consider one.

T. Lizotte: I think with what Mr. Winterton transacted here, it allowed us to not impact tax payers, reduce the budget by \$56,000 and strengthen on the police side. I think the balance is here and I'm happy with this budget. The Chief has indicated an interest in reducing the fleet but replacing some of his high-mileage vehicles. I think we can feel comfortable with his strategy.

Vote unanimously in favor to approve the police budget as amended with a new total of \$3,935,057.

J. Sullivan: Next is Highway Department, tab 9.

N. Comai motioned to accept the Public Works budget of \$2,877,906. Seconded by T. Lizotte.

N. Comai: Line 436 for the building maintenance fund – there is a snafu between the department budget and TA's budget, and then he had asked for an additional \$10,000. That was where we left off due to not having a quorum.

Dr. Shankle: As we have gone through the budget, I have reduced things due to historical spending. I increased this for the same reason. He is spending more than he asks for. This is to be realistic.

N. Comai: At the last meeting, you asked to increase it by \$10,000 – is that included in the \$115,000 or additional?

Dr. Shankle: Additional.

J. Sullivan: *(Referring to minutes from previous meeting.)* The motion to amend is still open from the last meeting. I motioned to increase building maintenance from \$115,000 to \$125,000. Because of in kind donations, that contribution can be considered for any grants requiring in kind donations. Does that cover the intent of the committee?

Dr. Shankle: We have done, if you look at what the architect provided, the town has done about \$60,000 worth of work that needs to be done. This \$10,000 the Chair is asking for will help us continue to move but I think by doing this we are saving the town money by using our own resources as we can.

Vote unanimously in favor of amendment.

S. Orr: I don't remember if we discussed this or not, but it looks to be a big increase in grounds maintenance for Parks & Rec; activity in previous years is \$18,000, this year is \$7,000, and the budget is \$32,000. Are we anticipating a huge increase in grounds maintenance for Parks & Rec by \$20,000?

L. Lessard: Last year we had \$36,000 in there; this year I had \$36,000 and it got reduced to \$32,000. It is for fertilizer, repairing irrigation heads and lines. Most will get spent in spring and summer.

S. Orr: Actual for 2013-2014 is \$18,000 and actual YTD as of November is \$7,600 for this year. Even though the budget was \$37,000, you're not even close to that.

L. Lessard: There are 5 steps for fertilizer. We still have 3 to do in the spring.

Dr. Shankle: If you look at the backup on page 3 of 5, it lists the projects they are going to do.

J. Sullivan: The amended budget for 2013-2014 is \$36,322 and she is referring to what was spent which was \$18,000. Was something not done in that season?

L. Lessard: We had to do budget cuts because we were so over on salt last year so that is one of the places I moved money from.

J. Sullivan: Under Road Maintenance vehicle maintenance, you increased it from \$50,000 to \$100,000.

Dr. Shankle: The activity indicates he is already overspent so I increased it based on prior year spend.

Vote unanimously in favor of budget as amended, with a new total of \$2,887,906.

T. Lizotte motioned to approve Recycle & Transfer budget of \$1,093,239. Seconded by S. Orr.

N. Comai: Tipping fees have gone up. Can someone explain why?

J. Levesque: It's part of the contract that they go up. They started off at a really good price but it increases every year.

N. Comai: I thought tipping fees would go down even if the rates went up.

T. Lizotte: The contract was for Wheelabrator. There were 2 contracts we looked at; they are fixed and we are obligated to pay that. The idea would be we would be recycling more with less loads going. Wheelabrator is taking that into account.

J. Sullivan: How much have revenues gone up from single stream recycling? If it should go down because recycling is going up, I would want to find out what the revenues would be.

D. Ross: Is there some kind of metric we have to gauge to see if this is working? I don't think it would be impossible to do based on past history and tonnage. We don't have numbers and I'd like to know if we are actually saving money with the investments the town has made.

T. Lizotte: Diane has generated a monthly report.

D. Ross: Where would we be if we stayed with what we were doing vs. what we are doing now? Are we moving in the right direction? Are we saving money or are we just complicating things?

T. Lizotte: I think she has that information for tipping tonnage vs. recycling

Dr. Shankle: The backup on page 6 shows the breakdown. The greater question is does the difference in the amount of trash we pick up justify all the equipment?

J. Sullivan: It could be that recycling has increased but if the truck makes more stops, that would increase the tonnage.

T. Lizotte: Mr. Winterton indicated reassessing the fact that we pay the condo associations for trash removal. If our rate of recycling is 30% we should consider reducing the amount we reimburse them by that amount since we don't get that recycling. We agreed to hold off on discussing that until after the budget cycle.

C. Soucie: I don't have what we budgeted for the last 5 years, but I have actuals. I don't remember when automated collection came in. \$458,000 in tipping fees (5 years ago) \$440,000 (4 years ago), \$401,000 (3 years ago), \$408,000 (2 years ago), \$347,000 (last year).

D. Winterton: The contract was a pretty good deal for the first year.

D. Ross: It has gone down but not the price of one of those trucks. When will we recoup that for the town? If we are going in the wrong direction, let's change course soon.

Vote unanimously in favor of budget.

J. Sullivan: Next is tab 11, Tax Collector.

***T. Lizotte motioned to approve tax collector budget of \$262,668. Seconded by A. Jennings.
Vote unanimously in favor.***

J. Sullivan: Next is Town Clerk and Election.

T. Lizotte motioned to approve the town clerk and elections budget of \$31,808. Seconded by A. Jennings.

Vote unanimously in favor.

J. Sullivan: Moving on to Budget Committee.

N. Comai motioned to approve the budget committee budget of \$8,295. Seconded by S. Orr.

A. Jennings: Is line one including the stipends?

J. Sullivan: Yes, there is also a reduction in part time employees based on actual spend. There is an overall increase of \$680.

N. Comai: Would the default budget meet the increase by \$1,850?

J. Sullivan: If it passes this year, it would be on next year's default budget. If this budget fails, it would not include that \$1,850.

Vote in 7-1 in favor.

J. Sullivan: Next is capital leases.

T. Lizotte motioned to approve debt and leases budget in the amount of \$89,102. Seconded by D. Winterton.

Vote unanimously in favor.

T. Lizotte motioned to approve the cemetery budget of \$651. Seconded by A. Jennings.

Vote unanimously in favor.

J. Sullivan: We have put the budget to rest. What else needs to be done?

T. Lizotte: We need a reconsideration; I'd like to reopen the library budget. I can't motion because I wasn't here.

J. Sullivan motioned to reconsider the library budget. Seconded by N. Comai.

T. Lizotte: The discussion, when the library was here, was regarding a warrant for increases in the pay line. They embedded a \$4,900 increase to a position not currently filled. Was that considered?

J. Sullivan: What do the minutes state on that vote and what the amount was?

T. Lizotte: Page 10 of 1/21/15 minutes says "S. Orr motioned to approve the library budget of \$638,515" which is the full, loaded budget, right?

S. Orr: The explanation says the wage request for 2015-2016 includes an \$11,960 increase due to increase in budgeted salary for vacant children's librarian position.

T. Lizotte: My position is if they are looking to have a warrant that should be on the warrant. My position would be to take that out. I'd be happy with taking out that \$4,900 from the budget and put that in the warrant.

Vote 4-2 in favor of reconsideration; A. Jennings and T. Lizotte abstained due to absence for original vote.

T. Lizotte motioned to reduce the wage line by \$4,992 (equivalent to the increase on the open children's librarian position). Seconded by A. Jennings.

T. Lizotte: If this is going on a warrant, I feel all those raises should be reflected in that warrant. The increase in regards to family vs. single health plan is a function of that position and can be left in the budget.

D. Ross: I consider that request to be in line with other departments' requests. They have identified an error and are trying to correct it the best they can. I'd be inclined to go with their wishes because I think they did a good job of stating their case of the pay inequity they have. If the warrant article fails, then they are still in bad shape. I think \$4,900 is a small amount of money.

J. Sullivan: They asked if we would be inclined to place the warrant article on the ballot on their behalf. We gave the impression we would rather not so they are going to proceed with a petition warrant article. At this point, has one been submitted?

Dr. Shankle: No.

J. Sullivan: There is a deadline for a petition article and they are planning on that. Hopefully they will take the advice of this board and add that \$4,900 to that petition article.

S. Orr: If I remember correctly, the conversation they had was about that concern. They can't fill this position at the rate budgeted. They realized that and they need to fill that position. They want that in the budget regardless because they need to fill this position and they can't with the amount that is budgeted. By putting it in the budget, they are assured to be able to make an offer at a rate that someone will accept for that position. Hopefully, their warrant article passes and increase the salaries for those who need adjustments. I think that is why we decided to keep it in there at the time.

A. Jennings: I don't think it was budgeted too low. This is a pay equity issue and they recognize that. If they are going to the voters with a warrant to correct that, this needs to be part of the warrant article.

D. Winterton: If we reduce the salary line by \$4,992, does that roll down into reductions in FICA, health, dental, and so forth?

T. Lizotte: No, I took it out of the pay piece, not those other pieces.

N. Comai: From 2014-2015 it was \$600,682; they are asking for \$638,000 so there is wiggle room for them to do what they want to do. Moving it, I believe, is the proper thing for consistency. At the end of the day, they are going to do what they want to do.

Roll Call

T. Lizotte – Yes

D. Ross – No

A. Jennings – Yes

J. Levesque – No

D. Winterton – Yes

S. Orr – No

N. Comai – Yes

J. Sullivan – No

Vote tied 4-4; motion fails.

D. Ross motioned to accept library budget as presented in the amount of \$638,515. Seconded by T. Lizotte.

Vote unanimously in favor.

C. Soucie: The town operating budget you voted on is \$14,809,813. When you include the sewer budget of \$2,024,095, the total going to the budget committee is \$16,833,908.

T. Lizotte motioned to approve the sewer budget of \$2,024,095. Seconded by A. Jennings.

D. Winterton motioned to amend line 6 to reduce by \$13,204 (health insurance). Seconded by A. Jennings.

D. Winterton: Currently every town employee pays 10% and sewer pays 100% of employees' health insurance. I don't think it's fair.

D. Winterton motioned to reduce line 65 by \$5,482 for same reason as above. Seconded by A. Jennings.

Dr. Shankle: Realistically, you can't make them change the contribution. The Sewer Commission has the right to decide that. They can continue to make that contribution, but you will be reducing their budget somewhere else.

D. Ross: There is an issue how they are funded; they are funded by user fees, not by tax funds.

S. Orr: We are approving the budget because they are a department of the town? Help me understand.

Dr. Shankle: Under state law, the Sewer Commissioners are given the right to make administrative decisions usually made by the governing body. That's why they can make the determination on how much their employees pay for contributions to insurance. None of their money comes from taxes, so I suspect they are going to continue doing what they want to do in terms of employees and move money around. State law is very clear that they have power to do these things, but just as clear, that since they are a department of the town, their budget goes on your warrant and your budget so you have a right to vote on it.

S. Orr: In an emergency situation, like the disks, did the town pay any of the legal fees? They did. So there is an overlap between their budget and ours.

N. Comai: Their employees are in the insurance pool and their claims go against the town's total.

Dr. Shankle: They are town employees; the sewer commission has authority that supersedes yours when it comes to those employees, by state law.

N. Comai: I believe that we should bring this to light and look at others who aren't contributing as well. What is good for one should be good for another.

D. Ross: They are elected officials, so if the voters don't like what they are doing they can vote to replace them. They have regular meetings that everyone is welcome to attend, even if they aren't a rate payer.

T. Lizotte: The other way to do it is reduce their budget and when it's asked to be explained, we explain it. If we remember how that expansion got on the ballot, I think by lowering their budget, they would have to take into consideration the insurance side of things. The rate payer won't get hit because they can't increase their budget to cover added costs because the voters will vote for this. I think it's the only way to send a signal they need to consider that.

J. Sullivan: I know we are trying to get all of the town employees in line with the insurance and they are all considered part of the pool. Can we ask them to fall in line with other employees who are in the same insurance plan that they are? We are within our right to do that. If this sends a message to try to get them in line, there is nothing stopping them from going through appropriate budget avenues and getting that adjusted. At this point I'm not inclined to support it as I would have liked to take a different approach.

D. Winterton: If we form an insurance committee and invite a member from the sewer department who is sitting at a table with someone who is paying 12%, what is the incentive for that person to look for a better, more economical health plan for the tax payers? It's free to them.

S. Orr: I have a strong feeling for equity for all town employees regardless of what department they work for. My concern is they aren't going to take it out of another line; they are going to raise their rates. We talk about keeping taxes down and level funding. This is only going to be borne by rate payers. I'm disinclined to vote for this, however I agree in theory in making things equitable. I hope there are other ways we can address this. Right now, this is not a good way to address the situation.

A. Jennings: this would decrease their budget so they would be less likely to increase their rates because they are bound by what is on here. I think it's more diligent to the rate payers to make sure their health insurance rates are more in line with the rest of the town employees.

D. Winterton: In response to Councilor Orr, I'm not a rate payer and most of my constituents are not. When the disks went down the river, my constituents with no sewer were at risk. It's very convoluted that it's separate. I think asking a town employee to do what all other employees do is fair.

T. Lizotte: The budget is voted by the voters and they can't increase rates; they have to stay within the guidelines the voters vote for.

N. Comai: Tab 18 in the memo to the budget committee, the last line says "*The bottom line of this budget indicates an increase of \$29,000. At this time the board is planning an increase in our rates.*" They are already planning an increase in rates regardless of what we do with the budget.

T. Lizotte: That is to cover the \$29,000 increase in the budget. If you want to look at potentially having them make some tough decisions in terms of being equitable to all town employees then reducing those lines would force that issue.

D. Winterton: The total amount of the motion is to reduce their budget by \$18,686.

Roll Call

S. Orr – No

J. Levesque – No

D. Winterton – Yes

N. Comai – Yes

D. Ross – Yes

T. Lizotte – Yes

A. Jennings – Yes

J. Sullivan – No

Vote 5-3 in favor.

C. Soucie: Total of sewer with this new adjustment is \$16,815,222.

A. Jennings: What was the total budget last year?

C. Soucie: \$16,887,991 is the current operating budget.

J. Sullivan: That is a \$72,000 decrease. Are we required to vote to accept the default figure?

C. Soucie: \$16,779,749 is the default budget; it includes contractual increases for NH retirement, health insurance software, tipping fees, library, Amoskeag Rowing and sewer. Decreases are property liability, fire dispatch, remove pickup in DPW, worker's comp and unemployment, excavator lease, elections, and Jane Sanders deed contract.

T. Lizotte motioned to accept the default budget for 2015/2016 at \$16,779,749. Seconded by N. Comai.

N. Comai: Do you have the difference between the operating budget and default budget for this year?

A. Jennings: \$35,473

Vote unanimously in favor.

J. Sullivan: Now we are moving on to warrant articles. We did vote on the Merrimack Riverfront and it passed 6-0. We will move on to the others.

D. Winterton motioned to move the police warrant article in the amount of \$388,586.00 to the ballot. Seconded by D. Ross.

D. Winterton motioned to amend the police warrant article from 4 full time police officers to 2 and change the amount from \$388,586.00 to \$194,293.00. Seconded by D. Ross.

D. Winterton: We put one in the budget and I think 2 would have a better chance at passing than 3.

N. Comai: The request is for 4.

D. Winterton: The Chief said at the last meeting he would take what he can get.

S. Orr: Are we talking about dividing the amount in half so the new amount is \$194,293?

D. Winterton: I would think so.

Vote unanimously in favor of amended warrant article. (was 7 in favor; N. Comai abstains however then N. Comai changed her vote in favor).

J. Sullivan: Next is the warrant article for \$430,000 into the capital reserve fund.

Dr. Shankle: They are all broken out below. I don't have a strong feeling one way or another in the number of war we have; this is just an attempt at reducing the total number. The \$0.27 estimated tax rate is not cumulative.

S. Orr: If we include all of these in one article, each one is listed in that article, I assume, correct?

T. Lizotte: Yes, as written.

S. Orr: I understand the reason to reduce the number of warrant articles. I feel like it's sneaking in a last paragraph at the bottom of a bill that doesn't have anything to do with the bill, but if you want the bill passed that gets passed too even if you don't want that. If one person isn't going to want the drainage upgrades, they will say no to everything else.

D. Ross motioned to move the capital reserve warrant article in the amount of \$430,000 to the ballot. Seconded by A. Jennings.

D. Ross motioned to amend the warrant article by breaking out Public Works vehicles in the amount of \$200,000 as a separate warrant article. Seconded by T. Lizotte.

D. Ross: These other items are recurring. Grouping them is a safe bet; to reduce the overall impact by almost half by breaking out the Public Works vehicles, now they know what it is they are voting on. It seems to be such a different item than the others on the list.

N. Comai: It is \$430,000, but they are all separated out. How are we going to put them on the warrant? Was the Public Works vehicles line in the CIP as \$100,000 or \$200,000? \$75,000 for building maintenance was just added in the budget so I'm not sure that has to be in there. That is \$175,000 right there.

L. Lessard: Public works vehicle should be \$100,000; that is what we put in each year.

C. Soucie: I'll explain how it got to \$200,000. In last year's CIP we had Public Works vehicle capital reserve for \$100,000. We had a second line for this year for \$120,000 for the loader. That was going to take 2 years to replace. In this year's CIP, instead of having 2 items for similar things, we put it in with the vehicles and instead of asking for \$220,000 we put them into one line and are asking for \$200,000.

Vote unanimously in favor of amended warrant article.

J. Sullivan: That leaves \$230,000 for remaining items. If we leave it that way, I'd ask for an explanation of the \$75,000 for maintenance as we have some in the operating budget and some in the warrant article.

L. Lessard: We were putting \$100,000 for the past 3 years in that but reduced it to \$75,000; I have enough to do the roof in this building. The \$75,000 is anything above the regular maintenance like a boiler or another unexpected repair. The \$75,000 in the budget is for routine, planned maintenance. If we don't use it, it keeps accumulating.

N. Comai: Can we put the word emergency into the wording?

Dr. Shankle: Capital Reserve Fund has wording for that.

N. Comai: Can we add a sentence to this warrant article to say it's for an emergency?

Dr. Shankle: It's not necessarily an emergency; it could be for something we are saving up for.

**S. Orr motioned to remove the 2 fire items (Air Packs & Bottles and Fire Apparatus) and combine them on one separate warrant article for \$70,000. Seconded by T. Lizotte.
Vote unanimously in favor of amendment.**

J. Sullivan: The actual warrant article now will be \$160,000 with the remaining line items.

Vote unanimously in favor to place the amended warrant article on the ballot.

**D. Ross motioned to move the Public Works Vehicles capital reserve fund warrant article in the amount of \$200,000 to the ballot. Seconded by T. Lizotte.
Vote unanimously in favor.**

J. Sullivan motioned to move the fire items warrant article (Air Packs & Bottles and Fire Apparatus) in the amount of \$70,000 to the ballot. Seconded by S. Orr.

D. Ross: I think it needs to be reworded.

C. Soucie: It would be reworded the same as the super article, only with those two items listed. All of these warrant articles are going to be subject to DRA's final approval and attorney review so they are likely to be changed a little bit.

Vote unanimously in favor.

N. Comai motioned to move the firefighter/EMT warrant article in the amount of \$71,997 to the ballot. Seconded by J. Sullivan.

C. Soucie: It doesn't have to go on the ballot; it can go in the operating budget. That is in your purview.

T. Lizotte: How are we going to reduce the OT by \$72,454? How are we going to guarantee that to the taxpayers?

Dr. Shankle: You put in the warrant article that is what's going to happen and that is what would happen. At the end of the year, you could move things if you needed to do that. That would increase one line and reduce the other.

T. Lizotte: The operating budget would be in the general fund right?

Dr. Shankle: Yes.

A. Jennings: If they need a budget increase next year because of this and the voters voted for a \$0.00 tax increase, is there any recourse from the voters?

Dr. Shankle: The idea would be it would be revenue-neutral. If at the end of the year you choose to move money into the OT budget from somewhere else, you can do that.

T. Lizotte: The article says it will reduce the operating budget by \$72,454 in overtime costs. It doesn't say in overall budget.

Dr. Shankle: You will increase one side and decrease the other.

5 MINUTE RECESS

***N. Comai motioned to move the revaluation capital reserve fund in the amount of \$30,000 to the ballot. Seconded by T. Lizotte.
Vote unanimously in favor.***

***T. Lizotte motioned to move the part time clerk/receptionist for the police department in the amount of \$18,657 to the ballot. Seconded by A. Jennings.
Vote unanimously in favor.***

***T. Lizotte motioned to move the master plan capital reserve fund in the amount of \$10,000 to the ballot. Seconded by N. Comai.
Vote unanimously in favor.***

***J. Sullivan motioned to place the salaries and benefits increase for non-union full time and part time town and library personnel warrant article on the ballot with the sum associated with 3%.
Seconded by D. Ross.***

J. Sullivan: We just approved a contract for AFSCME 1580 for a 3% increase and we should do the same. If we do less, we may ruffle some feathers.

D. Ross: There is nothing here to address the insurance contribution. Shouldn't we be equitable with that as well?

C. Soucie: On the last page there is a breakdown of health insurance cost savings.

J. Sullivan: The warrant article will reflect the increase in salaries and increase in contribution, so there would be wording to that.

N. Comai: So that increases the employees' health insurance contribution by 2% to 12%.

J. Sullivan: That is a savings of \$16,000 so the net wage increase would be \$88,000. Will that be in the warrant article so people know?

C. Soucie: Yes it would say salaries of \$X, benefits of \$X (which would show a negative) and we are raising the \$88,000.

D. Winterton: At the 3% increase line, the benefits are for what?

C. Soucie: Just NH retirement and taxes.

N. Comai: This says the library is included. What are they paying now?

C. Soucie: My understanding that they are paying 10% now.

***D. Ross motioned to extend the meeting from 9:30 pm to 9:40 pm. Seconded by D. Winterton.
Vote unanimously in favor.***

N. Comai: In the library discussions earlier, is there double dipping going on or is it just one straight increase and the employees will get 3%?

Dr. Shankle: My understanding is that they still believe there would be an equity issue if the other employees got 3% and they just got what was in the warrant article. In order to fix what they see as an issue, they would get the 3% and the raises that are in the warrant article on top of it.

T. Lizotte: That is exactly what Ms. Farwell reflected.

Vote unanimously in favor to place the warrant article on the ballot.

J. Sullivan: Now we need to make recommendations.

D. Ross: Don't we need the correct wording?

C. Soucie: You can pass the budget to the budget committee and it will show that these warrants have been placed on the ballot. You can make recommendations on a future date although you have to have them prior to early March.

J. Sullivan: So we can end this discussion and put it on the agenda for our next meeting on Feb. 11.

N. Comai: If I am not here on the 11th, can I do it by proxy?

J. Sullivan: No. We can do it at our next meeting or we can wait.

Dr. Shankle: We did schedule a meeting for tomorrow night but I presume we can cancel that?

J. Sullivan: Tomorrow's meeting has been canceled. We will continue this at our next meeting.

SUB-COMMITTEE REPORTS

N. Comai: I wanted to ask what the next steps are in creating this pressing health committee.

Dr. Shankle: It's going to be on the next agenda. You will be instructing me to do that.

J. Levesque: I didn't attend the meeting because I wasn't feeling well, but the ZBA met and they passed GE's extension allowing the wetlands impacts so they are free to go to the Planning Board now. There is no meeting next month.

Dr. Shankle: There has been an interesting twist with the Lilac Bridge. We had to get the Coast Guard involved and they sent a letter to the state saying that when the project was done in 1974, part of the deal was the state was supposed to take the old bridge down, including the abutments, down to the river base. Why didn't they do that? The state sent a letter back asking if they could leave it up because the town had a sewer line on it, and there was no response, so I don't know where that is going to go.

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

PUBLIC INPUT

None

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



AGENDA NO. Public Hearing
DATE: 02/11/15 *psd*

TOWN OF HOOKSETT, NH PUBLIC HEARING NOTICE

The Hooksett Town Council will be holding a public hearing on Wednesday, February 11, 2015 @ 6:30pm (inclement weather date February 12, 2015 same location and time) at the Hooksett Town Hall Council Chambers, 35 Main Street, Hooksett, NH. The purpose of the public hearing is to consider amendments to the Hooksett Town Charter in accordance with NH RSA 49-B:5 as follows:

Amendments Relative to Independent Audit

Amend Article 5, Section 5.9 as follows:

"Independent compliance and financial audits shall be made of all accounts of the Town at least annually and more frequently if deemed necessary by the Council. Such audits shall be conducted in accordance with auditing standards generally accepted in the United States and other such procedures which may be necessary under the circumstances by certified public accountants experienced in municipal accounting. The results of such audits shall be made public. ~~At least once every five (5) years the Council shall request that such audits be made by Certified Public Accountants other than those involved in such audits during any of the previous four years.~~ Council shall request a new auditing firm perform an Independent Audit of the Town every five (5) years. An annual report of the Town's business audit for the preceding year shall be made available to the public not later than sixty days after the close of the fiscal year."

Amendments Relative to Town Report

Amend Article 9, Section 9.1 as follows:

"Each year the Town Administrator shall prepare a town report which shall include: (1) a statement of the past year's financial activities and a comparative statement of the previous and present budget, and (2) a review of all major Council actions, including a summary of ordinances enacted; (3) Town vital statistics and (4) annual reports of Town boards and departments; (5) the prior year's audited financial statements; (6) a summary of the updated capital improvement plan with estimated costs and (7) the warrant from the annual meeting. There shall be a section, which presents any actions, which are in progress or pending before Town boards, or departments and the Town Council. The effective date of the report shall be at the end of the fiscal year and the report shall be made available to the voters of the town no later than (60) days after the close of the fiscal year."

Proposed charter amendments are available for viewing in the Administration Dept. Questions should be directed to the Administration Dept. 603-485-8472.

Staff Report
Charter Change Sec 5.9
February 11, 2015

Background: The Town's Charter states in Sec. 5.9 Independent Audit,

Independent compliance and financial audits shall be made of all accounts of the Town at least annually and more frequently if deemed necessary by the Council. Such audits shall be conducted in accordance with auditing standards generally accepted in the United States and other such procedures which may be necessary under the circumstances by certified public accountants experienced in municipal accounting. The results of such audits shall be made public. At least once every five years the Council shall request that such audits be made by Certified Public Accountants other than those involved in such audits during any of the previous four years. An annual report of the Town's business for the preceding year shall be made available to the public not later than sixty days after the close of the fiscal year.

Discussion: This sentence "At least once every five years the Council shall request that such audits be made by Certified Public Accountants other than those involved in such audits during any of the previous four years" is very confusing. I believe its intent is to change auditing firms every five years, but it actually says a firm can't audit for more than four years.

Government Finance Officers Associations (GFOA) Best Practice Recommends: "Governmental entities should enter into multiyear agreements of at least five years in duration when obtaining the services of independent auditors. Such agreements allow for greater continuity and help to minimize the potential for disruption in connection with the independent audit. Multiyear agreements can also help to reduce audit costs by allowing auditors to recover certain "startup" costs over several years, rather than over a single year."

Fiscal Impact:

Recommendation: Removing the sentence, "At least once every five years the Council shall request that such audits be made by Certified Public Accountants other than those involved in such audits during any of the previous four years." and replacing it with "Council shall request a new auditing firm perform an Independent Audit of the Town every five (5) years."

Prepared by: Christine Soucie, Finance Director

Town Administrator Recommendation:

Dr. Dean E. Shankle
Town Administrator

Staff Report
Charter Change Sec. 5.9 & 9.1
February 11, 2015

Background:

The Town Charter states in Sec. 5.9 Independent Audit:

“Independent compliance and financial audits shall be made of all accounts of the Town at least annually and more frequently if deemed necessary by the Council. Such audits shall be conducted in accordance with auditing standards generally accepted in the United States and other such procedures which may be necessary under the circumstances by certified public accountants experienced in municipal accounting. The results of such audits shall be made public. At least once every five years the Council shall request that such audits be made by Certified Public Accountants other than those involved in such audits during any of the previous four years. An annual report of the Town’s business for the preceding year shall be made available to the public not later than sixty days after the close of the fiscal year.”

The Town Charter states in Sec. 5.7 E Capital Improvement Plan:

“A summary of the updated capital improvement plan with estimated costs shall be included in the town report and such portions of the year’s costs, as the Council deems appropriate, included in the town budget.”

NH RSA 40:13, II States:

“...Final budgets and ballot questions shall be printed in the annual report made available to the legislative body at least one week before the date of the second session of the annual meeting.”

The Town’s Charter states in Sec. 9.1 Town Report.

“Each year the Town Administrator shall prepare a town report which shall include: (1) a statement of the past year’s financial activities and a comparative statement of the previous and present budget; and (2) a review of all major Council actions, including a summary of ordinances enacted; (3) Town vital statistics and (4) annual reports of Town boards and departments. There shall be a section, which presents any actions, which are in progress or pending before Town boards, or departments and the Town Council. The effective date of the report shall be at the end of the fiscal year and the report shall be made available to the voters of the town no later than (60) days after the close of the fiscal year.”

Discussion: The last sentence in Sec 5.9 is unclear and by simply removing it from this section and adding the requirement for the prior year’s audited financial statements to be included into the town report in Section 9.1 is more understandable. Currently, the Town does include the prior year’s audited statements in the town report. As Sec. 5.7 E includes a requirement for the town report, that portion should be added to Sec 9.1 to ensure compliance. Finally, as NH RSA 40:13, II requires ballot questions to be printed in the town report, this should be added as a requirement to Sec 9.1 of the Charter.

Recommendation: Remove the last sentence in Section 5.9 “An annual report of the Town’s business for the preceding year shall be made available to the public not later than sixty days after the close of the fiscal year.” Add new requirements to Section 9.1 for prior year’s audited financial statements, a summary of the updated capital improvement plan with estimated costs and the warrant from the annual meeting. Section 9.1 would read:

“Each year the Town Administrator shall prepare a town report which shall include: (1) a statement of the past year’s financial activities and a comparative statement of the previous and present budget; and (2) a review of all major Council actions, including a summary of ordinances enacted; (3) Town vital statistics and (4) annual reports of Town boards and departments; (5) the prior year’s audited financial statements; (6) a summary of the updated capital improvement plan with estimated costs and (7) the warrant from the annual meeting. There shall be a section, which presents any actions, which are in progress or pending before Town boards, or departments and the Town Council. The effective date of the report shall be at the end of the fiscal year and the report shall be made available to the voters of the town no later than (60) days after the close of the fiscal year.”

Prepared by: Christine Soucie, Finance Director & Katie Rosengren, Project Coordinator

Town Administrator Recommendation:

Dr. Dean E. Shankle
Town Administrator

**Staff Report
OKI Printer Donations**

February 11, 2015

Background:

The Hooksett Tax Collector/Town Clerk utilizes OKI Microline 320 Turbo printers for town portion only automobile registrations, automobile title applications and checks validation printing.

Weare, NH Town Clerk has made the NH City and Town Clerks' Association members aware that Weare has two (2) of these printers in used but good condition available free of charge.

Fiscal Impact:

None.

Recommendation:

Recommend that the Town Council accept donation of two (2) used printers from Town of Weare, NH municipal offices with an estimated replacement cost of \$342.00 each to be placed in storage as backup for automobile registration and check validation use in the HooksettTax/Town Clerk office per RSA 31:95-e,II.

Prepared by:

Todd Rainier – Town Clerk

Town Administrator Recommendation:

Dr. Dean E. Shankle, Jr.
Town Administrator

Staff Report
Donation from the Friends of Kids Kaboose
February 11, 2015

Background:

The Town of Hooksett has a playground located at Donati Park called Kids Kaboose. The playground was updated with new structures back in April of 2006 and is maintained by our Parks & Recreation Division. We have been offered a donation according to RSA 31:95-b, III (b), from the Friends of Kids Kaboose, to help assist in the upkeep of the playground.

Issue:

This is a group of residents who have played a big role in volunteering both their time and finances to assuring the children and parents both in town and the surrounding towns have a safe and fun place to play.

Discussion:

The Friends of Kids Kaboose would like to donate a check in the amount of \$1,794.57 to the Hooksett Parks & Recreation Division, in order to help out with clean-up and maintenance of Kids Kaboose, which is the playground located at Donati Park.

Fiscal Impact:

There will be no fiscal impact, as it will be revenue for the Park & Recreation Division to provide mulch and a picnic table for the playground.

Recommendation:

I recommend that the council accepts the monies according to RSA 31:95-b, III (b), from the Friends of Kids Kaboose to assist in the clean-up and maintenance of the Kids Kaboose playground.

Prepared by: Leo Lessard, Public Works Director

Town Administrator Recommendation:

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

Staff Report
Adopt-A-Family Donation
February 11, 2015

Background:

Per RSA 31:95-b, III (b) for such amount less than \$5,000.00 Council shall post notice in the agenda and shall include notice in the minutes of a Council meeting in which such monies are discussed.

Issue:

To accept a donation of \$25.00 to be used for the 2015 Hooksett Holiday Assistance Program.

Discussion:

Hooksett resident, Edna Hemeon donated \$25.00 to the Hooksett Family Service's Holiday Assistance Program. This donation is to be used for purchasing items for families in need.

Recommendation:

Motion to accept the \$25.00 donation under RSA 31:95-b, III (b).

Prepared by:

Joy Buzzell, Family Services Director

Town Administrator Recommendation:

Dean E Shankle, Jr.
Town Administrator

Staff Report
Adopt-A-Family Donation
February 11, 2015

Background:

Per RSA 31:95-b, III (b) for such amount less than \$5,000.00 Council shall post notice in the agenda and shall include notice in the minutes of a Council meeting in which such monies are discussed.

Issue:

To accept a donation of \$1,990.36 to the Hooksett Family Services Department.

Discussion:

The Hooksett Police Association raised \$1,990.36 through their Decem-beard fundraiser in which the officers grew facial hair to raise donations. The Police Association would like these donations to be used for Hooksett residents in need. The donation includes two Target gift cards (totaling \$166.86) and a check for \$1,823.50.

Recommendation:

Motion to accept the \$1,990.36 donation under RSA 31:95-b, III (b).

Prepared by:

Joy Buzzell, Family Services Director

Town Administrator Recommendation:

Dean E Shankle, Jr.
Town Administrator

AGREEMENT BETWEEN
THE TOWN OF HOOKSETT, NH
AND
AFSCME COUNCIL 93, LOCAL 1580
JULY 1, 2015 – JUNE 30, 2017

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PREAMBLE

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

ARTICLE 1

RECOGNITION

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

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

ARTICLE 2

NON-DISCRIMINATION

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

ARTICLE 3

UNION SECURITY

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

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

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

ARTICLE 4

DEFINITIONS

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

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

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

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

ARTICLE 5

SENIORITY

5.1 Seniority shall be defined as the length of time an employee has continuously worked for the Town on a full-time basis.

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

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

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

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

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

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

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

Article 6

Promotions and Transfers

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

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

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

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

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

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

Article 7

Hours of Work and Overtime

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

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

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

shall be considered as hours worked for the purpose of determining the forty (40) straight time hours.

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

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

Article 8

Call In/Standby Time

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

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

Article 9

Holidays

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

New Year's Day
MLK/Civil Rights Day
Presidents' Day
Memorial Day
Independence Day
Labor Day

Columbus Day
Veterans' Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

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

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

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

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

9.6 Recycle and Transfer employees are required to work the day after Thanksgiving and can either be paid at the rate of time and one-half (1 ½) or use hours worked on this day for compensatory time to be used within the fiscal year in which it was accrued.

Article 10

Vacation

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

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

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

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

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

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

Article 11

Sick Leave

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

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

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

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

11.5 Sick leave may be used only to cover absences resulting for bona-fide sickness or injury; to cover absences required by exposure to contagious disease; to cover absences resulting from a necessity to attend to an ill member of the employee's household or a family member; for a medical provider office

visit; physical therapy; or, any type of medically related use. All sick leave must be approved by the supervisor.

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

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

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

Article 12

Leave of Absence

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

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

12.3 Any employee who requests time off but has no accrued leave available may be granted an unpaid leave of absence. Unpaid leave of absence may be granted by the Department Head for a period not to exceed thirty (30) calendar days. An employee who has taken an unpaid leave of absence will have no loss of insurance benefits or seniority but will not accrue leave benefits such as

vacation, sick leave, etc. Insurance benefits will be paid by the Town in accordance with the established level of deductions and the employee will be responsible to pay their weekly payroll deductions and any previously agreed upon financial obligations. When the unpaid leave of absence ends, the employee will be reinstated to the position held before the leave was granted.

Article 13

Bereavement Leave

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

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

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

Article 14

Maternity Leave

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

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

Article 15

Military Leave

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

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

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

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

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

Article 16

Court Service Leave

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

Article 17

Crime Victim Leave

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

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

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

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

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

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

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

Article 18

Family Medical Leave Act

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

Reasons for FMLA leave

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

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

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

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

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

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

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

18.5 Intermittent and Reduced Schedule FMLA leave Under some circumstances, employees may take FMLA leaves of absence intermittently (in separate blocks of time due to a single FMLA qualifying reason) or on a reduced leave schedule (reducing the usual number of hours an employee works per workweek or workday). Certification will be required to show that an intermittent or a reduced schedule leave is a medical necessity for leaves under #3, #4 and

#6. Other documentation or certification may be required to show that such an intermittent or a reduced schedule leave is necessary in the case of a leave of a "qualified exigency" under #5.

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

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

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

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

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

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

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

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

18.9 Updates while on FMLA While an employee is on FMLA for any reason listed in "Reasons for Leave", the employee will be required to provide monthly updates about the status of the need for their leave. This requirement will be listed in the letter they receive from Human Resources.

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

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

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

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

Article 19

Life Insurance

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

Article 20

Health, Dental and Disability Insurances

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

20.1a Effective July 1, 2015 the Town will pay eighty-eight percent (88%) of the premium cost with the employee paying twelve percent (12%) through payroll deduction. The AFSCME Local 1580 agrees to participate in a Town wide Health Insurance Review Committee in 2015 by having a union representative participate at the committee meetings.

20.1b Effective July 1, 2016 the Town will pay eighty-five (85%) of the premium cost with the employee paying fifteen percent (15%) through payroll deduction. The AFSCME Local 1580 shall have the ability to vote to either accept the result of the Health Insurance Review Committee (see step 20.1a above) and remain with the employee paying fifteen percent (15%) through payroll deduction or to reopen the contract on wages and insurance for year 2.

20.2 **Dental Insurance** The Town shall maintain dental insurance for single, two-person and family plans. See appendix "**2015 Dental Insurance**" for employer and employee dental premium contributions.

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

Article 21

Clothing Allowance

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

Article 22

Tradesman Tools

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

Article 23

Travel Allowance

23.1 The Town will reimburse an employee at the Federally recognized rate for vehicle usage when personal vehicles are utilized for Town business other than normal transportation to and from work. In the event an appropriate Town vehicle is available and the employee chooses to use his/her own personal vehicle, no reimbursement will apply.

Article 24

Safety

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

Article 25

Bulletin Board

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

Article 26

Management Rights

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

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

Article 27

Strikes/Lockouts Prohibited

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

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

Article 28

Disciplinary Procedures

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

28.2 All verbal warnings, written warnings, suspensions and discharges shall be stated in writing and the reasons stated and a copy given to the employee, the Union and Human Resources for the employee's personnel file within five (5) work days of the date of the verbal warning, written warning, suspension or discharge.

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

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

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

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

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

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

Article 29

Grievance Procedure

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

STEP 1 An employee having a grievance may discuss the grievance with his/her Crew Chief within ten (10) work days from the date of the event giving rise to the grievance. Such grievance shall be discussed between the employee, the union representative and management. The Crew Chief shall give his/her answer within seven (7) work days from the date he/she receives notice of the grievance or from the date of the employee discussion with the Crew Chief in this step.

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

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

STEP 4 If the grievant or the union disagrees with the decision of the Town Administrator and desires to proceed with the grievance then such grievance must be submitted in writing requesting a public or non-public hearing, to the Town Council within seven (7) work days from the date the decision of the Town Administrator was rendered. The Town Council shall schedule a hearing date within fourteen (14) work days of receiving a request for hearing. The Town Council shall render a decision within fourteen (14) work days of said hearing.

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

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

- A. Mediation of a grievance will be scheduled only on the basis of a joint request for mediation by the Union and the Town Council made within five (5) calendar days after the Union has referred the grievance to arbitration, unless the parties mutually agree otherwise in writing.

- B. The mediator shall be a trained third party neutral agreed to by both parties.
- C. One representative for each party shall present its position to the mediator, provided that the grievant shall have the right to be present at the mediation conference.
- D. The parties' representatives may, but are not required to, present the mediator with a brief written statement of the facts, the issue and the arguments in support of their position. If such a statement is not presented in written form, it shall be presented orally at the beginning of the mediation conference.
- E. Proceedings before the mediator shall be informal in nature. The rules of evidence will not apply, and no record of the mediation conference shall be made.
- F. The mediator will have the authority to meet separately with any person or persons, but will not have the authority to compel the resolution of the grievance.
- G. If no settlement is reached during the mediation conference, the mediator shall provide the parties with an immediate oral advisory decision that shall include the basis thereof, unless both parties agree that no such decision should be provided.
- H. The mediator's advisory decision, if accepted by both parties, shall not constitute a precedent unless both parties agree.
- I. If no settlement is reached at mediation, the Union is free to arbitrate the grievance, provided it advises the Town Council, in writing, within ten (10) calendar days following the mediation conference.
- J. In the event that a grievance that has been mediated goes to arbitration, the mediator may not serve as the arbitrator. Nothing said or done by the mediator may be referred to or introduced at the arbitration hearing, and nothing said or done by either part in the mediation conference may be used against the other party in arbitration.
- K. The fees and expenses of the mediator shall be borne equally between the parties.

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

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

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

Article 30

Wage Rates

30.1 Pay Plan: All employees whose positions are subject to this Agreement shall be paid an hourly wage. There shall be an annual increase on each bargaining unit employee as follows:

- * Effective July 1, 2015 by 3% over the employee's then current hourly rate
- * Effective July 1, 2016 by 3% over the employee's then current hourly rate*
- AFSCME Local 1580 – Hooksett Pubic Works & Transfer Employees agree to participate in a Town wide Health Insurance Review Committee during calendar year 2015. Local 1580 shall appoint a member to serve as the Union Representative on this committee. Recommendation(s) from the Committee shall be presented to Local 1580 no later than Friday, September 18, 2015. Upon presentation of the recommendation(s) Local 1580 shall vote no later than Friday, September 25, 2015 on whether or not to accept said recommendation(s). The Town shall be notified no later than Monday, September 28, 2015 of Local 1580's intent to either accept the committee recommendation and follow through with a 3% wage increase and an increase to 15% premium cost for employees or re-open negotiations on wages and health insurance for 2016.

Article 31

NHRS

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

Article 32

Severance Pay

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

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

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

Article 33

Severability

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

Article 34

Duration

34.1 This Agreement shall be in full force and effect from July 1, 2015 through June 30, 2017 except as specified in individual articles. Should either party desire to cancel or terminate the Agreement, written notice shall be served by either party upon the other at least one hundred twenty (120) calendar days prior to the date of expiration.

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

FOR THE TOWN OF HOOKSETT

FOR AFSCME LOCAL 1580

Leo Lessard, Public Works Director

Harriet Spencer, NH Office Coordinator

Diane Boyce, Recycle & Transfer Superintendent

Scott Marshall, Union President

Dr. Dean E. Shankle, Jr. Town Administrator

Union Negotiator

James Sullivan, Town Council Chair

Union Negotiator

Nancy Comai, Town Council Vice-Chair

Union Negotiator

Todd Lizotte, Town Council Secretary

Union Negotiator

James Levesque, Town Councilor

Union Negotiator

David Ross, Town Councilor

Union Negotiator

Donald Winterton, Town Councilor

Union Negotiator

Susan Lovas Orr, Town Councilor

Union Negotiator

Robert Duhaime, Town Councilor

Union Negotiator

Adam Jennings, Town Councilor

Union Negotiator

Date: February 11, 2015

Date: February 11, 2015

Appendix

Town of Hooksett 2015 Dental Insurance

Plan	Monthly Premium	Annual Premium	Annual Town Share	Annual Employee Share	4 Times per Month Employee's Co-pay
Option 1 Flx					
Single	44.41	532.92	188.76	344.16	7.17
Two-person	85.95	1,031.40	369.00	662.40	13.80
Family	156.36	1,876.32	726.48	1,149.84	23.96
Option 2A Flx					
Single	43.37	520.44	188.76	331.68	6.91
Two-person	83.42	1,001.04	369.00	632.04	13.17
Family	146.26	1,755.12	726.48	1,028.64	21.43
Option 5 Flx					
Single	15.73	188.76	188.76	-	none
Two-person	30.75	369.00	369.00	-	none
Family	60.54	726.48	726.48	-	none

Article

To see if the town will vote to raise and appropriate the sum of **\$200,000.00** to be added to the Public Works Vehicles Capital Reserve Fund previously established. Estimated tax rate impact \$0.13. Recommended/not Recommend by Council (),

Article

To see if the town will vote to raise and appropriate the sum of **\$194,293.00** for the salaries, overtime, benefits, including uniforms and equipment to hire two (2) new full-time police officers.

<u>Fiscal Year</u>	<u>Salaries</u>	<u>Benefits</u>	<u>Estimated Increase</u>
2015-16	\$109,293.00	\$85,000.00	\$ 194,293.00

Estimated tax rate impact \$0.12. Recommended/not Recommend by Council (),

Article

To see if the town will vote to raise and appropriate the sum of **\$160,000.00** to be added to previously established Capital Reserve Funds and to apportion the sum among several funds as listed below.

Automated Collection equipment	\$ 20,000.00
Drainage Upgrades	50,000.00
Parks & Recreation Facilities Development	15,000.00
Town Building Maintenance	<u>75,000.00</u>
Total	\$160,000.00

Estimated tax rate impact \$0.10. Recommended/not Recommend by Council (),

Article

To see if the town will raise and appropriate **\$100,000.00** to be placed in the Conservation Fund to assist in the development of a Merrimack Riverfront Trail System. Estimated tax rate impact is \$0.06. Recommended by Council (6-0),

Article – Non-Union

To see if the town will vote to raise and appropriate the sum of **\$88,423.00** for salaries and benefits to for non-union full-time and part-time Town and Library personnel at the current staffing level.

<u>Fiscal Year</u>	<u>Salaries</u>	<u>Benefits</u>	<u>Estimated Increase</u>
2015-16	\$86,418.00	\$2,005.00	\$88,423.00

Estimated tax rate impact \$0.05. Recommended/not Recommend by Council (),

Article

To see if the town will vote to raise and appropriate the sum of **\$70,000.00** to be added to the previously established Capital Reserve Funds and to apportion the sum among several funds as listed below:

Air Packs & Bottles	\$ 20,000.00
Fire Apparatus	<u>50,000.00</u>
Total	\$ 70,000.00

Estimated tax rate impact \$0.04. Recommended/not Recommend by Council (),

Article

To see if the town will vote to raise and appropriate the sum of **\$30,000.00** to be added to the Revaluation Capital Reserve Fund previously established. Estimated tax rate impact \$0.02. Recommended/not Recommend by Council (),

Article - DPW

To see if the town will vote to approve the cost items included in the collective bargaining agreement reached between the Hooksett Town Council and the Public Works/Recycling Union Local 1580, AFSCME Council 93 which calls for the following increase in salaries and benefits at the current staffing level:

<u>Fiscal Year</u>	<u>Estimated increase over prior year</u>		
	<u>Salaries</u>	<u>Benefits</u>	<u>Estimated Increase</u>
2015-16	\$22,631.00	(\$2,601.00)	\$20,030.00
2016-17	\$23,310.00	(\$6,345.00)	\$16,965.00

and further to raise and appropriate **\$20,030.00** for the current fiscal year, such sum representing the additional costs attributable to the increase in salaries and benefits required by the new agreement over those that would be paid at current staffing levels. Estimated tax rate impact \$0.01. Recommended/not Recommend by Council (),

Article

To see if the town will vote to raise and appropriate the sum of **\$18,657.00** for the purpose of hiring a part time clerk/receptionist in the police department to work no more than twenty four (24) hours per week.

<u>Fiscal Year</u>	<u>Salaries</u>	<u>Benefits</u>
2015- 2016	\$18,657.00	\$0.00

Estimated tax rate impact \$0.01. Recommended/not Recommend by Council (),

Article

To see if the town will vote to raise and appropriate the sum of **\$10,000.00** to be added to the Master Plan Capital Reserve Fund previously established. Estimated tax rate impact \$0.01. Recommended/not Recommend by Council (),

Article

To see if the town will vote to raise and appropriate the sum of \$71,997.00 For the salary, benefits, taxes and equipment for a full time Firefighter/EMT for the Fire-Rescue Department. If this article passes the operating budgets will be reduced by \$72,454.00 in overtime costs for the Fire Rescue Department. This will create a savings in our daily operating costs.

Salary:	\$38,045.00
Benefits:	\$30,952.52
Gear:	<u>\$ 3,000.00</u>
Total costs:	\$71,997.00

Estimated tax rate impact \$0.00. Recommended/not Recommend by Council (),

AGENDA NO. 15-003

DATE: 02/11/15

**Staff Report
Independent Auditor's Contract Extension
February 11, 2015**

Background: The Town's Charter states in Sec. 5.9 Independent Audit, "At least once every five years the Council shall request that such audits be made by Certified Public Accountants other than those involved in such audits during any of the previous four years." Plodzick & Sanderson has performed the last three independent audits for the Town.

Discussion: In 2012, the Town put this service out to bid and received three proposals. For a three-year contract Plodzick & Sanderson bid \$68,253, Graham & Graham bid \$148,565 and Melanson Heath & Company bid \$87,750.

Plodzick & Sanderson perform approximately 150 municipal audits annually and participated in the American Institute of Certified Public Accountants Peer Review Program. A program designed to review systems of quality control and complying with it to provide communities with reasonable assurance of performing and reporting in conformity with applicable professional standards.

At this time I would recommend a 1-year extension with our current firm Plodzick & Sanderson at a cost of \$19,770 for the Town and \$3,875 for Sewer fund. While there are many benefits to changing auditing firms it is very time consuming and costly, as new auditors need to review the basic financial building blocks of the community, which can lead to failed audits.

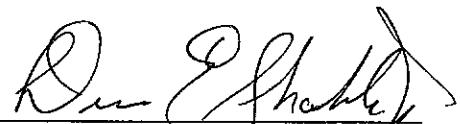
The Hooksett Public Library and the Sewer Department are supportive of my recommendation to extend Plodzick & Sanderson's contract for one more year.

Fiscal Impact: The Town's budget for FY 2014-15 is \$20,000.00.

Recommendation: Motion to approve the Chairman of the Board and the Town Administrator to engage with the Plodzick and Sanderson, PA. to perform the Town's independent audit for FY ending 2015.

Prepared by: Christine Soucie, Finance Director

Town Administrator Recommendation: *Concur*



Dr. Dean E. Shankle
Town Administrator



December 2, 2014

Edward T. Perry, CPA

James A. Sojka, CPA

Sheryl A. Prate, CPA*

Michael J. Campo, CPA*

Kathryn C. Sanders, CPA

Donna M. LaClair, CPA**

Ashley J. Miller, CPA

Tyler A. Paine, CPA

Kyle G. Gingras, CPA

* Also licensed in Maine

** Also licensed in Massachusetts

To the Members of the Town Council
and Mr. Dean Shankle, Town Administrator
Town of Hooksett
Town Hall, 35 Main Street
Hooksett, NH 03106

Dear Members of the Town Council and Mr. Shankle:

We are pleased to confirm our understanding of the services we are to provide the Town of Hooksett for the fiscal year ended June 30, 2015. We will audit the financial statements of the governmental activities, the business-type activities, the major fund, and aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the Town of Hooksett as of and for the fiscal year ended June 30, 2015. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as Management's Discussion and Analysis (MD&A), to supplement the Town of Hooksett's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Town of Hooksett's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Schedule of Fund Progress for Other Postemployment Benefit Plan
- 3) Schedule of Funding Progress for the Public Employees' Retirement System

We have also been engaged to report on supplementary information other than RSI that accompanies the Town of Hooksett's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statement:

- 1) Combining Fund Schedules
- 2) Individual Fund Schedules

Audit Objective

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records

PLODZIK & SANDERSON
Professional Association | Accountants & Auditors

and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the Town of Hooksett's financial statements. Our report will be addressed to the Town Council of the Town of Hooksett. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or may withdraw from this engagement.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. You agree to assume all management responsibilities for any nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements; (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.



Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors' is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Town of Hooksett's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Plodzik & Sanderson Professional Association and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a Regulator or its designee. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Plodzik & Sanderson Professional Association personnel. Furthermore, upon request, we may provide copies of selected audit documentation to a Regulator or its designee. The Regulator or its designee may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

We expect to begin our audits in late August to early September and to issue our reports no later than the first of January. Sheryl A. Pratt, CPA is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Our fees for these services is estimated to be \$19,770 for the Town audit, \$3,875 for the proprietary fund audit, and if necessary \$3,300 for the audit in accordance with OMB Circular A-133 for the fiscal year ended June 30, 2015. These fees are approximate and will be billed based on actual time spent on the audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. The above fees are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audits. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.



We appreciate the opportunity to be of service to the Town of Hooksett and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy, and return it to us.

Sincerely,



PLODZIK & SANDERSON
Professional Association

RESPONSE:

This letter correctly sets forth the understanding of the *Town of Hooksett*.

Management signature: _____
Title: _____
Date: _____

Governance signature: _____
Title: _____
Date: _____



AGENDA NO. 15-004
DATE: 02/11/15

Staff Report
Assistant Crew Chief Position for
Department of Public Works, Highway Division
February 11, 2015

Background:

The DPW has three main Divisions which consist of Highway with 8 positions and a Crew Chief; Parks and Recreation with 6 positions and a Crew Chief; and Building Maintenance with 3 part-time positions and a Crew Chief, and when needed will use someone from Highway if available.

Issue:

The Department is a union based operation, which is AFSCME 93. With this union, a union employee cannot discipline or give orders to another union employee; it can only come from a non-union body. The Parks Division has an Assistant Crew Chief to help out in this situation. This is helpful for when the Crew Chief is occupied doing other tasks, the union employees are being overseen.

Discussion:

The Highway Division needs an Assistant Crew Chief like Parks has. This would help out tremendously in day to day on-site operations, as it does with Parks. This is what I propose, with the existing Heavy Equipment Operators position currently open, it would be feasible to replace that position with the Assistant Crew Chief position. This will not be adding any personnel but giving the Division much more than an Operator to help Management. This would be a non-union position.

Fiscal Impact:

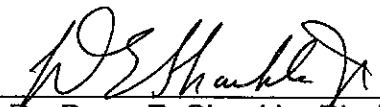
The fiscal impact should be nothing at this point. I would like to start the position at what the Operator pay was at the time of vacancy. Once this person passes his probation, then adjust pay as I see fit with shown accomplishments.

Recommendation:

I would like council to approve the Assistant Crew Chief position for the Highway Division to help in Management, as we have in Parks with an Assistant Crew Chief.

Prepared by: Leo Lessard, Public Works Director

Town Administrator Recommendation:



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

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

Date: January 2015

General position Description: This position works in a supervisory capacity and performs routine work of semi-skilled or skilled tasks in the maintenance, repair, construction and rebuilding of roads, drainage, and public facilities. 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 job performance of the employee it applies to.

Accountability: Reports to the Highway Division Crew Chief

Equipment Used: Hand and power tools, heavy and light construction equipment, pickup trucks, dump trucks, motor vehicles, backhoe, loader, computer hardware, office equipment, etc.

Environment: Inside: 10% Outside: 90%

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.

- Perform routine supervisory tasks.
- Assign manpower and equipment to perform construction projects.
- Assist in estimating material requirements and acquisition for varied projects.
- Schedule manpower and equipment for routine maintenance work of roads and public buildings.
- Respond to complaints from residents and other departments.
- Meet with the Highway Crew Chief to discuss projects, manpower, equipment, scheduling, and employee problems.
- Receive and disseminate information from other departments.
- During absence of the Highway Division Crew Chief, receive and disseminate information from other departments.
- Perform all assignments including equipment operation, snow plowing/removal, laboring, and other work tasks as assigned by the Highway Crew Chief.
- Work on and perform a variety of tasks in connection with the maintenance and construction of sidewalks and roads.
- Supervise the attachment and removal of snow plows and associated equipment from vehicles.
- Assist with or operate trucks with front plow and wings, and other equipment for snow removal and other seasonal clean up operations, on an emergency and seasonal basis.
- Be familiar with and execute safe work procedures associated with assigned work.
- Train employees in safe work procedures.
- Perform driveway inspections.
- Be available 24 hours per day to meet emergency situations.
- Perform all other duties as deemed necessary and appropriate.

Support: Support the Public Works Director in all operations of the Department.

Financial Data: Assist as needed with specs, bids, equipment, street signs, catch basins, etc.

Computer Operation: Email, memos, reports, etc.

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 & Smell: Necessary for detecting fumes and gases and other smells which indicate a hazard a proper safety function.
- Dexterity: Necessary for operating equipment, handwriting, computer hardware operations, etc.
- Mobility: Needed to walk around the department locations, job sites, and different locations as required.

Physical Requirements:

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.

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.

Push/Pull: frequently required.

Reach above shoulder height: occasionally required.

Reach at shoulder height: constantly required.

Reach below shoulder height: frequently required.

Balance: regularly required.

Sit: four plus total hours per day.

Stand: six plus total hours per day.

Walk: four plus total hours per day.

Twisting: occasionally required.

Bending: frequently required.

Crawling: rarely required.

Squatting: rarely required.

Kneeling: rarely required.

Crouching: rarely required.

Climbing: occasionally required.

Hand Manipulation:

Grasping: constantly required.

Handling: constantly required.

Torque: occasionally required.

Fingering: frequently required.

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 Exposures:

- Long periods of exposure to sunlight, wind, snow, rain, and extreme temperatures.
- May be exposed to bacteria, paint, solvents, hydraulic fluids, fertilizers, fuels, and herbicides.
- 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 supervisory experience in road or related construction.
- Five years experience in operating heavy equipment.
- Five years experience in estimating and field layout, i.e. grade stakes, elevations.

- Effective leadership and communication skills to include the effective motivation of employees.
- Shall be a capable heavy equipment operator and a skilled road supervisor.
- Work assignments may be of a repetitive nature. Once learned, can be executed under general supervision.
- Work may be frequently checked by the Public Works Director to ensure accuracy and completeness of assignments.
- Any equivalent combination of education and experience, which demonstrates possession of the required knowledge, skills, and abilities.

License/Certification Requirements:

- Valid NH CDL-A or B drivers license.
- High school diploma or G.E.D.
- Any equivalent combination of education and experience, which demonstrates possession of the required knowledge, skills, and abilities

Schedule: Monday through Friday, 7am – 3:30pm. Overtime if and when needed or required. Must be available 24-hours a day.

Staff Report
Policy on Cutting, Welding, and Hot Work Operations
February 11, 2015

Background: The Town of Hooksett currently has a welding policy, which is listed in the Safety Manual on page 72, section 1403.63 and 1403.64, and was last amended by Town Council on October 9, 2013, which only refers to Town employees. We are adding a new policy and permit to include Cutting, Welding, and Hot Work Operations on projects that are performed by outside contractors within the town.

Issue: I would like to add this new policy and permit to the existing Town of Hooksett's Safety Manual. This policy was recommended by Travelers, our property-liability insurance carrier. I sent the policy along with the permit over to them for their approval. Upon reviewing the final draft, they have acknowledged their recommendations as being complete. I would like the Town Council to approve this new policy and permit that have been drafted.

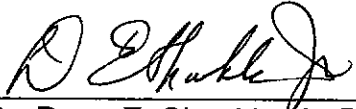
Discussion: I am requesting the Town Council to approve the new policy on Cutting, Welding, and Hot Work Operations for outside contractors performing work on projects within the town, along with the permit to be added the Town of Hooksett's Safety Manual. This policy has been put in place by a recommendation from our property liability insurance company, Travelers, so that outside contractors have guidelines to follow to insure the safety of individuals and town property while work is being performed.

Fiscal Impact: None

Recommendation: I recommend the Town Council approve the new policy and permit on Cutting, Welding and Hot Work Operations for projects that are performed by outside contractors within the town, which will be added to the current Town of Hooksett's Safety Manual.

Prepared by: Leo Lessard, Public Works Director

Town Administrator's Recommendation: *over*


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

Cutting, welding, and hot work operations

Cutting, welding, and other hot work operations using portable equipment, presents a severe hazard, because these operations introduce ignition sources into random areas of the facility. The National Fire Protection Association (NFPA) estimates that approximately 6 percent of all fires in industrial properties have been caused by improper procedures or equipment use during hot work operations. With strong support by management and trained employees, these procedures can help to control this exposure.

Hot work basics

Hot work is defined as any operation that generates heat, sparks, or a flame. Fires caused by hot work operations routinely result from sparks or molten globules of metal that roll great distances or fall through cracks onto unseen combustibles. The combustible material smolders and eventually bursts into flames, sometimes after work has ended and employees have left the area. Sometimes the heat or flame directly ignites combustible or flammable materials located too close to the hot work operation.

The common reasons for fires caused by cutting, welding, and hot work operations are:

- Inadequate preparation of work site
- Defective equipment
- Outside contractors failing to comply with “hot work” precautions
- Poor housekeeping
- Conducting operations in areas where the sprinkler protection is shut off
- Failure to maintain fire watches or to provide adequate fire extinguishing equipment

It shall be the duty and responsibility of the contractor performing any cutting, welding, or hot work to comply with the safety provisions of the National Fire Protection Association’s *National Fire Codes* pertaining to such work, and the contractor shall be responsible for all damages resulting from a failure to so comply.

Ideally, all hot work operations should be conducted in designated, properly safeguarded areas, such as maintenance shops or a detached outside location. When work cannot be moved into the maintenance shop, a hot work permit must be obtained before any hot work can be conducted. The permit should only be issued after a trained supervisor has assessed the area and the supervisor has verified that all safety precautions are being taken.

Selection and responsibilities of a supervisor

Hot work operations must be strictly monitored if fires are to be prevented. Management should appoint a responsible person to closely supervise the use of all hot work equipment. The person(s) assigned to oversee the hot work program must be thoroughly familiar with hot work processes and the hazards of the areas where work will be performed. They also must be able to determine the precautions that must be taken for the work to be completed in a safe manner. The success of the program will depend on the training and knowledge of those who implement the permit system.

Before cutting or welding is permitted, the assigned supervisor must inspect the area to verify that all fire precautions have been taken. The inspection should start with a simple question, "Is a hot work operation necessary to complete the work?" Many times welding and flame cutting are used because it is fast and easy even though other safer methods, such as mechanical fastening and sawing, could be used. If hot work is not absolutely necessary, it should not be permitted, especially in hazardous areas. Upon verifying that the precautions listed on the permit were implemented, the supervisor can sign the permit and give it to the welder.

No work should be allowed to begin without a properly signed permit at the job site. The supervisor should keep a copy of the permit as a reminder of the project. If the work will continue for more than one shift, a new permit should be issued for the next shift. If conditions cannot be made safe, the supervisor should insist on other methods to complete the maintenance request. Listed below is a brief overview of the safety features that must be verified or implemented before the supervisor will authorize the cutting/welding permit.

Precautions

To extinguish any fires that may start, provide a fire watch for the involved area and include tours of the floors above and below. The fire watch should be continuous during the hot work operations, during lunch breaks, etc., and continue for at least half an hour after the work has been completed. If the hot work ends near the time of a shift change, arrangements should be made for the patrols to continue into the next shift.

The fire watch staff should be equipped with an adequate complement of portable extinguishers and/or charged small hose lines and must be trained in their use. They also should know how to sound a fire alarm. Welding, cutting, or other hot work should not be allowed in any building where sprinklers are out of service.

Use only equipment that is in good condition. Valves, regulators, hoses, and torches should be thoroughly checked. Before beginning, secure the gas cutting and welding cylinders so they will not be upset or damaged, and verify that the protective caps are on all cylinders not in use. When using electrical arc welding equipment, the ground clamp can be a source of ignition. The ground clamp should be carefully connected close to the work so that it can be easily observed.

Precautions (Continued)

Within 35 feet of the work area:

- Prohibit hot work until surrounding floors have been swept clean.
- If floors are of combustible construction, they should be adequately protected to prevent ignition.
- Remove all flammable liquids from the area and clean up any oily deposits.
- Move combustibles at least 35 feet from hot work operations. If combustibles cannot be moved, they must be protected by metal guards or by flameproof curtains or covers. Do not use ordinary tarpaulins.
- Prohibit hot work until all wall and floor openings within 35 feet of the operations have been tightly sealed or otherwise protected with metal guards or flameproof tarpaulins.

Work on walls and ceilings

- Do not work on combustible walls or ceilings, or those containing combustible insulation.
- Combustibles on the other side of the wall should be moved away so any heat that is transmitted through the wall cannot ignite the combustibles.
- When working on ceilings or upper levels of process equipment, fire resistant tarpaulins should be suspended beneath the work area to collect sparks.

Work on enclosed equipment

- Before working on enclosed equipment, remove any combustible residue from its interior. When working on duct systems, in addition to removing combustible residue from its interior, also remove any combustible screens or dust bags.
- Prohibit hot work in or on vessels containing flammable or combustible contents or residue, until they have been completely cleaned and purged or inerted, and verified vapor free by combustible gas detectors. If there is a chance of a gas vapor release during the hot work operations, use gas detectors to constantly monitor the area.

Final check-up

- After the hot work is completed, the welder should sign off on the permit and return it to the supervisor.
- The supervisor should return to the scene within two to four hours after the work has been completed to check the area. After this final check, the supervisor signs off on the permit and needs to bring it back to the Hooksett Department of Public Works, and be kept on file for review by a Travelers Risk Control consultant.

HOT WORKS OPERATIONS PERMIT

APPLICATION DATE: _____

You are hereby given permission to weld or to flame cut, per the National Fire Protection Association's *National Fire Code*, for the purpose of: _____

on (date): _____ at (time): _____. Work is to be performed in accordance with the Cutting, welding, and hot work operations policy, with special precautions as noted below: _____

_____ Check here if continued on another sheet

Fire Watch Personnel is: _____ Phone #: _____

Permit is valid if signed by the Hooksett Public Works Director, and expires on: _____
Date

I hereby agree to perform the work in accordance with the Cutting, welding, and hot work operations policy, and the above-stated special precautions.

Supervisor's Signature

Date

Supervisor's Address

Phone #

APPROVED: _____
Public Works Director

Date

The following Departments have been notified of the above hot work operations and have indicated their approval below:

Police Department

Fire Department

This monitoring must be done by the immediate Supervisor, and the Fire Watch Personnel designated above. Also, this permit needs to be signed off on when the work is complete and brought back to Hooksett DPW to be kept on file.

Welder's Signature

Date and time

Supervisor's Signature

Date and time

Staff Report
Town of Hooksett (Town)
Personnel Plan – Employment Driver’s Records Checks

February 11, 2015

Background:

Currently the Town completes background checks for driver’s records as a pre-employment condition for all hires. Employees who are then hired and operate Town heavy machinery or vehicles are placed on either a DOT (CDL-B) or Non-DOT list. These employees are then in a pool with the Town consortium who conducts a quarterly random drug/alcohol testing based on a percentage of employees. At the request of the Town’s property-liability carrier, Travelers Insurance, a new policy should be created to conduct annual Employment Driver’s Records Checks.

Proposal:

I would propose that the Town adopt a policy for completing quarterly background checks for driver’s records for those employees listed on the above-captioned DOT and Non-DOT lists. The selection would be from Administration/Human Resources to take ¼ of each list each quarter so that all employees (not a percentage) on these lists are completed by year’s end. The year is defined as January 1st to December 31st. An employee would have one driver’s records check per year unless there was reasonable cause/suspicion to complete more.

Fiscal Impact:

There would need to be additional funds in the Administration line item Employment Testing #100.4130-298.000 to cover the \$15.00 per employee driver’s records x 112 employees (28 DOT & 84 Non-DOT) = \$1,680.00.

DISCUSS

Recommendation:

Recommend that the Town Council adopt Town of Hooksett Personnel Plan Section 4. Workplace Conduct new policy Employment Driver’s Records Checks effective February 11, 2015.

Prepared by:

Donna Fitzpatrick, Administrative Services Coordinator

Town Administrator Recommendation: *mm*


Dr. Dean E. Shankle, Jr.
Town Administrator

TOWN OF HOOKSETT (TOWN) PERSONNEL PLAN

SECTION 4. WORKPLACE CONDUCT

Employment Driver's Records Checks. The Town is committed to providing an environment that is safe to both its employees and the community it serves. In doing so, as a condition of employment, employees who operate Town heavy machinery/equipment or vehicles are placed on either a DOT (CDL-B) or Non-DOT list. These are the same lists within the Town's Personnel Plan Section 4. Workplace Conduct - Drugs and alcohol in the workplace and testing. On a quarterly basis Administration/Human Resources will select ¼ of employees on each list noted above for each quarter to conduct Employment Driver's Records Checks. All active employees on these lists will have one driver's records check per year unless there was reasonable cause/suspicion to complete more. The year is defined as January 1st to December 31st.

If violations are found in the employee's annual driver's records check, the employee may be required to complete safe driver training(s) as it relates to the violation. Violations resulting in endangering the safety of others may result in an employee loss of operating Town heavy machinery/equipment or vehicles on a temporary or permanent basis.

Reasonable cause/suspicion includes but is not limited to personal and contemporaneous observation of specific behaviors or performance or physical characteristics which indicate that an employee may be unfit for duty to operate Town heavy machinery/equipment or vehicles. The Town reserves the right to require any employee to submit to a fitness for duty exam when there is reasonable basis to believe that the employee may be otherwise unfit for duty.

Refer to the Town of Hooksett Safety Manual and departmental operation procedures for additional criteria on safely operating heavy machinery/equipment and vehicles.

02/11/15

Staff Report
Trustees of Trust Fund Ordinance
February 11, 2015

Ordinance:

Title: An Ordinance to authorize the Hooksett Trustees of Trust Funds to pay fees for banks, brokerage firms, portfolio management firms, and / or investment advisors related to the management of capital reserve fund income. Ordinance #.....

WHEREAS, the State of New Hampshire amended RSA 34 by inserting Section 34:16 effective July 26, 2014, which allows the governing body, which is the Town Council, to authorize the Trustees of Trust Funds to charge fees for banks, brokerage firms, portfolio management departments, and/or investment advisors against the capital reserve funds involved; and

WHEREAS, such authority shall remain in effect until rescinded, and no vote by the governing body to rescind shall occur within 5 (five) years of the original adoption of this article; and

WHEREAS, the Trustees of Trust Funds held a meeting on October 14, 2014, and agreed to support the adoption of this article,

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF HOOKSETT ORDAINS THAT the Hooksett Trustees of Trust Funds are hereby authorized to pay fees for banks, brokerage firms, portfolio management departments, and/or investment advisors from capital reserve income.

Discussion:

This proposed ordinance is to allow for the Hooksett Trustees of the Trust Funds to pay for professional banking and brokerage advise for Public Funds, such as, capital reserves and expendable trusts from the funds themselves as allowable by RSA 34:16. The law requires that this ordinance shall remain in effect for at least five years.

Background:

Trustee of Trust Funds are the custodian of two types of monies; Private (trusts and cemetery funds) and Public (capital reserves and expendable trusts).

RSA 31:38-a: allows for the professional banking and brokerage fees to be paid directly from Private Funds. This law has been on the books for years and the Trustees have been using an investment firm to advise them on private funds' investments.

In 2012 the Trustee began looking into other investment firms to assist them in investing private funds. After months of discussions and reference checks they decide to move \$209,266 of private funds from UBS to Mackensen &

Company, Inc. out of Hampton, NH starting July 1, 2013. Mackensen has an in-depth knowledge of New Hampshire's RSA and pools all of their NH clients into one investment portfolio to maximize returns. Mackensen's fees, paid directly from the private funds, are 0.50% of assets.

New in July 2014, RSA 34:16: allows for the professional banking and brokerage fees to be paid directly from Public funds only if this ordinance is approved by Council.

Since 2007 the Public funds have been invested in in a Certificates of Deposits at TD Bank. Knowing RSA 34:16 was going to pass, Mackensen offered to waive their investment fees on the Public funds until May 2015. In May 2015, if the Town has not passed the Ordinance, the Trustees can withdraw funds from Mackensen with no penalties. If the Ordinance passes the fee of 0.50% will begin in June 2015 and will be paid directly from the Public funds that are invested with Mackensen. In April 2014 the Trustees transferred \$3,090,035 of Public funds from TD Bank to Mackensen & Company.

The Trustee of the Trust Funds follows the NH RSA with regards to investment portfolios.

Fiscal Impact:

All fees are paid directly from income. No tax dollars will be raised to pay for professional brokerage advice. Fees will vary depending on the professional banking or brokerage firm that is selected.

Using the Mackensen's fee schedule as an example:

- 0.50% on the first \$5,000,000 of assets Estimated cost of 2014 is \$15,450
- 0.40% on \$5,000,001 to \$10,000,000
- 0.30% on \$10,000,001 to \$15,000,000
- 0.20% on assets above \$15,000.001

In 2014, the Private funds earned 2.5% and the Town paid \$1,080.64 (0.5%) in fees to Mackensen.

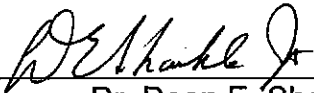
Trustee of Trust Funds
History of Earnings

FY Ending	Private Funds			Public Funds		
	Balance	Income	%	Balance	Income	%
June 30, 2014	217,845.68	5,350.15	2.5%	2,897,522.02	9,793.48	0.34%
June 30, 2013	209,266.83	4,112.26	2.0%	2,930,311.83	27,508.30	0.94%
June 30, 2012	185,612.32	3,752.52	2.0%	2,744,134.71	24,714.66	0.90%
June 30, 2011	183,685.36	3,777.59	2.1%	2,987,110.07	25,315.67	0.85%
June 30, 2010	179,865.89	4,794.74	2.7%	2,804,557.60	24,717.69	0.88%
June 30, 2009	182,494.65	5,962.49	3.3%	2,418,886.98	74,071.28	3.06%
June 30, 2008	167,673.64	7,996.30	4.8%	2,449,812.97	95,657.98	3.90%
June 30, 2007	165,203.91	6,592.46	4.0%	2,219,334.36	114,250.19	5.15%
June 30, 2006	162,349.02	6,065.31	3.7%	2,185,142.35	83,498.12	3.82%
June 30, 2005	160,958.51	5,358.09	3.3%	1,997,482.00	37,170.55	1.86%

Note: June 30, 2014 Public Funds were invested in CD for 9 months and with Mackensen for 3 months.

Prepared by: Christine Soucie, Finance Director

Town Administrator Recommendation:



 Dr. Dean E. Shankle
 Town Administrator

***OTHER
ORDINANCES***

**February 2015
Cost \$7.00**

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ORDINANCE 2015-1

An Ordinance to Authorize the Hooksett Trustees of Trust Funds to Pay Fees for Banks, Brokerage Firms, Portfolio Management Firms, and / or Investment Advisors Related to the Management of Capital Reserve Fund Income.

WHEREAS, the State of New Hampshire amended RSA 34 by inserting Section 34:16 effective July 26, 2014, which allows the governing body, which is the Town Council, to authorize the Trustees of Trust Funds to charge fees for banks, brokerage firms, portfolio management departments, and/or investment advisors against the capital reserve funds involved; and

WHEREAS, such authority shall remain in effect until rescinded, and no vote by the governing body to rescind shall occur within 5 (five) years of the original adoption of this article; and

WHEREAS, the Trustees of Trust Funds held a meeting on October 14, 2014, and agreed to support the adoption of this article,

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF HOOKSETT ORDAINS THAT the Hooksett Trustees of Trust Funds are hereby authorized to pay fees for banks, brokerage firms, portfolio management departments, and/or investment advisors from capital reserve income.

Adopted February 11, 2015

James Sullivan
Town Council Chair

Todd Rainier
Town Clerk

Staff Report
HEALTH INSURANCE REVIEW COMMITTEE
February 11, 2015

AGENDA NO. 15-008

DATE: 02/11/15

Background:

The Town of Hooksett (Town) currently offers three (3) medical and three (3) dental insurance plan options for full-time permanent active, retired & COBRA employees (to include Library and Wastewater Departments) to enroll for themselves, their spouse and dependent(s).

- For the medical insurance premium the Town contributes 90% to the annual premium for option 1 (BlueChoice) and option 2 (Matthew Thornton). Option 3 (Lumenos) is 100% Town premium paid in addition to the Town contributing weekly to this plan's employee's HSA account.
- For the dental insurance premium the Town contributes: option 1 (1 flx) 39%, option 2 (2a flx) 41%, and option 3 (5 flx) 100%.

Note: The above large group health plan also includes coverage for employees in two (2) water precincts: 1) Hooksett Village and 2) Hooksett Central. Their commissions determine employee health insurance premium contributions. Additionally, the Town's Library Trustees and Wastewater Commission determine their respective employee health insurance premium contributions. The Town does not contribute to retiree or COBRA health insurance premiums.

2011 was the last time the Town formed a Health Insurance Review Committee to explore avenues in which to reduce costs for the Town in order to avoid increases for the Town and employees health insurance premium contributions. The committee met March-July 2011; five (5) times for approximately one (1) hour at each meeting. The membership was made up of departments: Administration (Town Administrator and Human Resources Coor.) Finance Dept. (Director), Fire-Rescue Dept. (staff), Public Works (Adm. Asst.), Library (Director), Police (Chief), Tax Collector (Tax Collector), Wastewater (Office Mgr.), and others to include Fire-Rescue union rep., Police retiree rep., Hooksett Village Water Precinct (staff), Hooksett Central Water Precinct (Office Mgr.); and two (2) LGC (HealthTrust) reps.

The focus of the 2011 committee was on medical insurance. The committee reviewed claims experience & plan design options as presented by LGC reps. Reps. from the Elliot Hospital attended a meeting to provide initiatives to keep costs down. Opt-out stipends vs. enrolling onto the Town's insurance was explored. The committee also completed an employee survey via payroll stuffer ranging from "What is important to your health coverage? cost, doctors, prescriptions?" to "What percentage are you willing to pay for cost share participation in order to keep total health costs down?" A report of the committee overall findings was presented to the Town Council at their meeting of August 10, 2011 (see attached).

Discussion:

Administration is seeking a directive from the Town Council to move forward with forming a new Health Insurance Review Committee for 2015 to include the charge of this committee and the membership.

Fiscal Impact:

To be determined - focus on reducing costs for the Town & employee health insurance premium contributions AND increasing current annual stipend of \$2,400 to opt-out of Town's insurance.


Recommendation:

Recommend that the Town Council make a directive to Administration to move forward with forming a new Health Insurance Review Committee for 2015.

Prepared by:

Donna Fitzpatrick, Administrative Services Coordinator

Town Administrator Recommendation:


Dr. Dean E. Shankle, Jr.
Town Administrator

**Town Council Meeting
August 10, 2011**

Health Insurance Committee Report

A committee of employees worked on the insurance policy and made the following recommendations:

1. Hooksett should offer Blue Choice POS (Point of Service) Option 1 which will increase the cost of prescriptions slightly while reducing the overall premium to both the employer and the employee.
2. Continue with the current Mathew Thornton plan
3. Hooksett's current 90%/10% cost share to remain the same
4. Hooksett's contributions to employee Health Savings Accounts (HAS) should be capped at the current amount for the next three (3) years.
5. Hooksett's current \$100/month stipend to opt-out of health insurance would be increased to \$200/month, unless limited by new IRS.

Hooksett's total 2010-2011 health cost: \$1,395,293

Hooksett's 2011-2012 estimated health savings \$33,330

Hooksett's 2012-2013 estimated health savings \$66,660

Hooksett's 2011-2012 increase in opt-out costs: \$3,600

Hooksett's 2012-2013 increase in opt-out costs: \$7,200

No action required at this time. Must be addressed in the fall to allow time for employees to choose their plans.

N. Comai asked if the plans meet the needs of the employees and was a claims assessment done.

S. Griffin: I do know that presentations were made by providers and I do not know if anyone checked on the claims history.

N. Comai stated that the LGC is awesome at providing stewardship reports. This information will allow for better decision making.

V. Lembo stated that the survey indicates the employees' preference to keep the prescription costs low.



Alternative Approaches to Traditional Labor Relations

Labor Management Committees: Implementation of a Health Plan LMC at the City of Janesville, Wisconsin

ICMA Conference September 26, 2005

*Holly Romenesko, Mgmt. Assistant/Acting IT Director
City of Janesville, Wisconsin*

Overview



- Traditional bargaining setting
- Overview of Labor Management Committees (LMCs)
- Key elements that contribute to success of LMC
- Case Study: Health Plan LMC at the City of Janesville
- Lessons Learned

Labor-management committees



- Created during contract negotiations
- Typically have an equal number of management and labor representatives
- Can be composed of labor representatives within one bargaining unit or multiple bargaining units
- Often address subjects beyond the scope of traditional bargaining
- Can deal with economic and non-economic issues
- Issues typically complex and require additional study or technical assistance

Traditional bargaining setting



- Collective bargaining process results in a series of tradeoffs and compromises
- Labor and management exchange proposals (wages, benefits, conditions of work)
- Back and forth process is time consuming
- Reinforces perception that both parties' interests are in opposition

Nuts and Bolts of LMCs



- Labor-management committees can play a role in new, less contentious approaches to bargaining. All parties involved need "we're in this together" approach.
- Work collaboratively to bring about meaningful, long-term structural change and improvements
- Can be effective in implementing productivity improvements or cost savings
- Valuable because front-line workers are able to provide input about service problems

Nuts and Bolts of LMCs



- Can help labor and management confront longstanding mutual concerns
- Create opportunities, but not guarantees for problem resolution
- Provide a forum for communication, information gathering, research, rigorous debate, and joint problem-solving.

Key Elements that Contribute to Success



- Model Committee Behavior
 - Allow members to speak candidly and freely but not make personal attacks
 - Allow for or acknowledge that there may be a need for more flexibility than in traditional bargaining.
- Identify and Clarify Problems
 - What is the purpose or charge of the committee?
 - What is the authority of the committee? Then, you must really give the committee the authority and let them make the decision(s)
- Rely on outside expertise when needed
- Communication with stakeholders
- Have Realistic Expectations
- Be aware of fiscal impact

Case Study: Health Plan LMC City of Janesville, Wisconsin



- **Background**
 - Issue: Faced with losing \$1,000,000 in state shared revenue.
 - City Manager brings together bargaining unit leadership to discuss potential impacts of revenue loss.
 - Significant Health Insurance increases at 15, 20, 25%
 - City Manager suggested a committee to work with outside consultant
 - to learn about our Health Plan
 - identify the factors that increased the cost of health insurance
 - suggest cost savings measures.
 - Committee Recommendations



- Labor Negotiations Begin
 - City Manager suggests standing LMC on Health Plan
 - Pulled out of traditional labor negotiations
 - Unions agree and continue to work on Health Plan
 - All parties agree to joint negotiations
 - Subcommittee developed to define the health plan designs
 - After health plan, wage increases and term of contracts were tentatively agreed, individual traditional negotiations were conducted with each union to address other issues specific to each of them

LMC on Health Plan



- Composition
 - Leadership from each of the 5 unions, 2 admin employees, HR Director, Finance Director, Management Assistant from City Manager's office
 - Outside consultant
 - Outside consultant from WPPA provided additional expertise

LMC Goals



- Reduce Administrative overhead costs with 3 separate plans
 - Outcome: Administrator for one Self funded Health plan with 4 plan options
- Maintain high quality benefits
 - Outcome: Four options with different benefit designs and premium copays provided plenty of options for participants.
 - Outcome: Implement several benefit enhancements for outdated 80/20 plan to include preventive health benefit allotment

LMC Goals



- Establish a partnership with a health plan provider
 - Outcome: Quarterly meetings with Health Plan partnership (Dean Health System and Navitus Health Solutions (pharmacy))
 - Outcome: Access to data; helps us be informed consumers and work with Dean Health System to develop programs that will help out employees stay healthy and better monitor those with chronic conditions
 - Outcome: Reliance on our doctors for health plan decisions and not an insurance company.
- Decrease the financial impact on the City of Janesville
 - Outcome: Employee monthly coinsurance increased from \$45 for a family plan to \$90 a month for our richest benefit design option.

Lessons Learned



JANESVILLE
Wisconsin's Park Place

- Keep the LMC on track and reinforce the goals of a City health plan. The health plan affects active employees and retirees and their families. Each committee member has their own health plan experiences and can bring a lot to the table. This can also cloud the overall goal of the committee, resulting in changes or modifications that benefit only a few people, as needed, remind them of the goal(s) of the LMC
- Stay true to the Intent of the LMC. Never have any side meetings in which decisions are made away from the LMC. That will immediately breed distrust. If they have this concern, then answer them honestly.

Lessons Learned



JANESVILLE
Wisconsin's Park Place

- Rely on outside expertise. Not everyone can or wants to be an expert on health plans. Outside expertise will help sort through the details, give technical advice, and tell you what other health plans have for coverage and how to ensure a health plan will allow for future breakthroughs in medicine.
- Communication is the key. Keep committee members informed. Make sure they understand the issues. Be responsive to their issues and questions. Communicate, communicate, communicate. Do not fear too much communications.

Lessons Learned



JANESVILLE
Wisconsin's Park Place

- The LMC can be your best ally. If the subject for the LMC touches all employees, as ours did, we found that the LMC was our equal partner and supported us later when employees questioned what we did and why.
- Be patient. At the very beginning, before a LMC is formed, it may take time for the value of an idea to take hold. A seed of a theoretical idea may be planted and take two to three years before a real opportunity occurs in which people understand its value and you have a forum in which it can grow.