

**TOWN COUNCIL AGENDA  
Regular Meeting  
Wednesday, December 16, 2015**

- 1. 6:30 PM - CALL TO ORDER**
- 2. ROLL CALL**
- 3. PLEDGE OF ALLEGIANCE**
- 4. SPECIAL RECOGNITIONS**
- 5. APPROVAL OF MINUTES**
  - a. Public: 12/02/2015
  - b. Non-Public 12/02/2015
- 6. AGENDA OVERVIEW**
- 7. PUBLIC HEARINGS**
- 8. CONSENT AGENDA**
  - a. Donations totaling \$2,005.00 from multiple donators to Hooksett Family Services for the 2015 Holiday Assistance program
  - b. Acceptance of \$215.45 reimbursement from the State of NH to the Hooksett Fire-Rescue Dept. for Southeastern New Hampshire Hazardous Materials Mutual Aid District Team training
  - c. Off-site Improvement Surety Reduction from \$81,388.70 to \$49,816.60 (-\$31,572.10) to William Socha Development, LLC for Hidden Oaks Development
- 9. TOWN ADMINISTRATOR'S REPORT**
- 10. PUBLIC INPUT: 15 Minutes**
- 11. NOMINATIONS AND APPOINTMENTS**
- 12. SCHEDULED APPOINTMENTS**
- 13. 15 MINUTE RECESS**
- 14. OLD BUSINESS**
  - a. 15-092 Budgets: Library, others
  - b. 15-095 Conservation Commission Recommendation for Forestry Plan
  - c. 15-047 Martin's Ferry Road – Safety Committee Recommendations/Mitigation
  - d. 15-043 Public Safety Administrative Consolidation
- 15. NEW BUSINESS**
  - a. 15-098 Authorization to sign Heroux Conservation Closing Documents & Deed
  - c. 15-100 Life and Disability Insurance for Full-Time Employees
  - d. 15-101 Natural Gas Bid
  - e. 15-102 Medical Resource Hospital Agreement - Catholic Medical Center vs. Elliot Hospital
- 16. SUB-COMMITTEE REPORTS**
- 17. PUBLIC INPUT**
- 18. NON-PUBLIC SESSION**

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

revised: 12/09/2015

**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.

# Unofficial - HOOKSETT TOWN COUNCIL MEETING – December 2, 2015

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## HOOKSETT TOWN COUNCIL MEETING Minutes WEDNESDAY, DECEMBER 2, 2015 – 6:00pm

### **ATTENDANCE:**

Chair James Sullivan, Donald Winterton, James Levesque, Marc Miville, Timothy Tsantoulis, Adam Jennings and Dr. Dean E. Shankle, Jr. and Robert Duhaime (arrived 6:10pm).  
Missed: David Ross and Nancy Comai.

### **NON-PUBLIC SESSION (FIRST)**

**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.

*D. Winterton motioned to enter non-public session at 6:05pm. Seconded by J. Levesque.*

### **Roll Call**

D. Winterton – yes  
T. Tsantoulis – yes  
J. Levesque – yes  
A. Jennings – yes  
M. Miville – yes  
J. Sullivan - Yes

*Vote unanimously in favor. R. Duhaime arrived at 6:10pm.*

*J. Sullivan motioned to exit non-public at 6:30pm. Seconded by D. Winterton.  
Vote unanimously in favor.*

*J. Sullivan motioned to seal the non-public minutes of 12/02/15 (for time 6:05pm-6:30pm).  
Seconded by D. Winterton.  
Vote unanimously in favor.*

### **Pledge of Allegiance**

### **SPECIAL RECOGNITION**

### **APPROVAL OF MINUTES**

**Public 11/18/15**

Board Secretary M. Miville reviewed the vote tallies and confirmed their accuracy.

**A. Jennings motioned to approve the public minutes of November 18, 2015. Seconded by R. Duhaime.**

*Correction pg.8 3<sup>rd</sup> line "if what he is telling me now, is we could save up to an additional .03.*

*Page 10. Mr. Haywood, page 11, Dr. Shankle, TIF's, page 13 M. Miville, I told them not him removed the Jan. 9*

*J. Sullivan the Heritage Committee did meet page 13 to talk with Dr. Shankle*

## Unofficial - HOOKSETT TOWN COUNCIL MEETING – December 2, 2015

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*T. Tsantoulis pg 7 I've seen the idea... I believe the idea.*

***Vote unanimously in favor***

**Non-Public 11/18/15**

***J. Levesques motioned to approve the non-public minutes of November 18, 2015.***

***Seconded by A. Jennings.***

***Vote unanimously in favor.***

### **AGENDA OVERVIEW**

J. Sullivan provided an overview of the agenda.

### **PUBLIC HEARINGS**

No hearings scheduled

### **CONSENT AGENDA**

### **TOWN ADMINISTRATORS REPORT**

- Since our last meeting we took part in the two (2) day Municipal Association Conference and a ceremony at GE Hooksett.
- Katie Ambrose distributed a Performance Management System Report. The first page gives an idea of the breakdown and incidents. The graphs are a comparative with other towns across the country using the system. Dover is a town in NH that is using the system. We have it for public works and buildings. These are the kind of things we are working on and will be reported monthly.
- We received a letter from a resident in appreciation of action by a Hooksett Police Officer at a traffic accident. (The letter was read into the record)
- A Summons was received by the Town which was actually against the School District. We will need to have the Town's attorney go to Court to be dismissed from the suit.
- Jim Donaldson, Engineer is going out tomorrow morning at 9:30 am to walk Candia-Hooksett. Mr. Duhaime can contact him if he would like to join him. He is also meeting with Manchester on December 4.
- I received a memo from the Safety Committee regarding Martins Ferry Road. This will be on a future agenda.
- We received a letter from the Conservation Commission indicating that the grant in the amount \$20,000 which they applied for was denied.
- Xfinity notified the town that they will be raising their rates. It will be placed in the read file.
- With regard to the Lilac Bridge, we are waiting for the Engineers to go to the State so we don't anticipate anything being done until next year.

### **PUBLIC INPUT – 15 MINUTES**

No public input

**NOMINATIONS AND APPOINTMENTS**

None at this time

**OLD BUSINESS**

**Town Assessor Bid – Tabled November 18, 2015**

***J. Sullivan motioned to remove from the Table. Seconded by D. Winterton.***

***Vote unanimously in favor***

A letter was submitted to the Council from Lee Ann Moynihan which addresses the concerns and questions raised at the last meeting.

Dr. Shankle: The important item is the issue of training which KRT has agreed to provide staff with training and Granite Hill has provided minimal training over the last 3 years.

J. Sullivan asked that the letter be attached to minutes.

The Council noted a letter received from Todd Hayward regarding the DRA which is a public document.

The original motion which was tabled:

***J. Jennings motioned to approve the General Assessing Services Contract to KRT Appraisal Services for the period of 18 months from January 1, 2016 to June 30, 2017 as recommended. Seconded by D. Winterton.***

***Vote unanimously in favor***

**NEW BUSINESS**

**Budget and CIP Overview**

Dr. Shankle: There is an overview that was prepared by C. Soucie.

The increase in the budget excluding Sewer is \$109,121 which is less than 1%.

There is one additional employee for Library and the wage increase for contracts for police and DPW. The insurance costs decreased by 4.39% with employees paying a higher share.

James Sullivan: There is an increase in Fire Rescue. We have the ambulance service; why was dispatch not coming out of that fund which it has previously?

C. Soucie: This fiscal year is the first time we moved the dispatch cost (50%) from the dispatch to the ambulance. In thinking about that, we said if the ambulance service would be no longer, could we cut the dispatch in half and the answer was no, so we decided to move it back to the dispatch budget.

M. Miville: I thought since the dispatch, dispatched ambulances, the cost should be paid by the ambulance fund.

## Unofficial - HOOKSETT TOWN COUNCIL MEETING – December 2, 2015

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C. Soucie: It is the Council's decision where the costs go.

J. Sullivan: Either way the services are being provided.

D. Winterton: If we did not move it from the ambulance service, would the total budget decrease by \$68,000?

C. Soucie: Correct

Dr. Shankle: We were trying to match costs and services. Truly most of the dispatch is ambulance. But if we were to discontinue the ambulance, would the cost disappear and it does not.

D. Winterton: I would not want to deplete the Ambulance Reserve Fund by dumping things into it. We have shifted two (2) personnel there and if we leave the dispatch cost there, I don't want a situation that we don't increase the fund sufficiently to pay for new ambulances when needed. I like the ambulance fund paying for it and the user paying for the 911 call and we can reduce the tax rate.

T. Jennings: I agree that we already moved two people into the ambulance fund.

M. Miville: I think if we can we should leave it in the ambulance fund if there is enough money in there. We also funded another firefighter. Was that part of the ambulance fund?

C. Soucie: No

J. Sullivan: We will wait until we review the Ambulance budget to address this.

M. Miville: On the police budget, I'm thankful it is going down \$1700. It also includes four (4) new part time officers?

C. Soucie: Yes, four (4) part time officers. We have 28 sworn patrol officers, 5 administration and 6 dispatch for a total of 39.

Dr. Shankle: He originally wanted six (6) officers.

J. Sullivan: He (Chief Bartlett) mentioned this in the discussion regarding Martin's Ferry.

Dr. Shankle: It is cheaper to do patrols and traffic with part timers.

D. Winterton: I think the important thing is if you look at the line item for part time in 2015-16 the budget was \$49149. He department request with the additional four (4) part

## Unofficial - HOOKSETT TOWN COUNCIL MEETING – December 2, 2015

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time employees is \$58,000 and a Town Administrator's request of \$60,000. That's only an increase of \$11,000 for 4 part time employees. It really increases the Police Department's ability to put people on the street where he needs them with a minimal salary.

J. Sullivan: We are going to have the Superintendent of the Sewer department give a review of their budget as a courtesy since the Council has no oversight of the Sewer.

Bruce Kudrick presented the Sewer budget.

We have a decrease of \$21,495 this year. There will be an increase in the rates.

In the budget on page 17, after the vehicles, is the projected income. There is no growth with business or housing. We average about 10 new houses a year. In the 80's, we were doing over 100 a year. The projected income is \$1,796,000 and the budget is \$2 million. We use to make up the difference in interest but that is now so low you can't make any money to offset the budget. The current rate is \$5.60/1000 gals. The Commissioners and the accountant have agreed to increase to \$6.05 per 1000 gals. They are looking at moving the residential quarterly charge from 33 to 36; the Commercial from 53 to 57 and Industrial from 83 to 90. For residential, this means, based on the State standard of 90,000 gal per year, it will be an increase of \$1 a week. The fees throughout the State are included in the packet.

The Commission is recommending a 2% wage increase.

D. Winterton: As the Representative to the Sewer Commission, I have been there for the deliberation of the budget and the Commissioners are taking the increase regretfully; however the Sewer Department can't exist if they are unable to raise sufficient money. The water usage is down because of low flow toilets and everyone environmentally conscience resulting in reduced usage therefore reduced sewer revenue which costs remain the same.

M. Miville: Are you prepared for adding sewer on the West River Road side?

Bruce Kudrick: We've been trying to work with Walmart, but they have disappeared. We have reached out to Bass Pro as well. If we could get sewer there, we would see growth.

J. Jennings: The increase is actually 7.6%.

C. Soucie: The Sewer Budget will be in the Council's recommendation to the Budget Committee so it will be passed along to them with the Town.

The Budget Schedule- March 3<sup>rd</sup> is the Public Hearing. We need to have the budget to the Budget Committee by January 27<sup>th</sup>. There are not a lot of meetings between now and them so the Council should decide how to proceed.

## Unofficial - HOOKSETT TOWN COUNCIL MEETING – December 2, 2015

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Dr. Shankle suggested having a Council meeting next week to review budgets. (December 9<sup>th</sup>). We can give the large departments a large block of time.

The Council agreed to hold a Special Budget Meeting on December 9<sup>th</sup> at 6:00 pm.

Dr. Shankle will be presenting the CIP to the Planning Board on Monday therefore it will be presented to the Council at the December 9<sup>th</sup> meeting.

### **Acceptance of Grant for Town Hall Conditions Assessment**

***M. Miville motioned to accept the New Hampshire Preservation Alliance Grant in the amount of \$2333 to conduct a Town Hall conditions assessment report with preservation guidelines. Seconded by A. Jennings.***

Katie Ambrose: This is a Grant for a conditions assessment and something the committee needs to do if they are going to apply for any larger LCHIP grants. This report gives a road map and guarantees you are protecting that structure.

D. Winterton: This pays for half of the assessment and the other half is coming from the preservation budget?

Katie: Half is coming from the Building Maintenance line of Public Works budget.

***Vote unanimously in favor***

### **Adopt Resolution for 2015 Mitigation Plan**

A public hearing was held at the last Council meeting.

***R .Duhaimé motioned to approve the 2015 Mitigation Plan as presented. Seconded by D. Winterton.***

This requires a signature of 5 Councilors which is a majority.

***Vote unanimously in favor***

### **Conservation Commission Recommendation for Forestry Plan**

Dr. Shankle stated that the largest issue is that the Conservation would like to solicit the Council's thoughts and questions on proceeding with timber harvesting and discuss policy and procedure in regard to the bidding process, revenue distribution and any other issues that may arise. One of the biggest issues is they want the funds from the cutting to go into the Conservation Commission fund. Both DRA and legal counsel have concerns about the legality of doing that. It is town property and normally the sale of town property goes into the general fund. I have submitted this to our new legal counsel for recommendation.



## Unofficial - HOOKSETT TOWN COUNCIL MEETING – December 2, 2015

J. Sullivan suggesting pulling this item back and no action will be taken until the Council has the opportunity to speak with Conservation Commission and Dr. Shankle can continue to research the legality.

### **Perambulation Hackett Hill Road**

Dr. Shankle: As stated earlier in the Administrators report, the Engineer, Jim Donaldson is working on this and is planning to meet with Manchester.

### **Acceptance of Donation of Land at 53 Kimball Road from Phyllis J. Soboczinski to Town of Hooksett**

Dr. Shankle: Phyllis Soboczinski contacted me indicating she wanted to donate a piece of land on the Merrimack River. In doing my due diligence I had the town attorney review this and put together the deed, checked with the assessing department and had a title search done. Everything is good. It is Map 29 Lot 53. It is a nice piece of property on the river. We could possible put picnic benches. I don't know if it is a location we could put boats in.

The actual value of this property is \$9300 which will be coming of the tax roll.

***R. Duhaime motioned to accept the parcel identified on our tax map as Map 29, Lot 53 also known as 53 Kimball Drive. Seconded by J. Levesque.***

***Vote unanimously in favor***

### **SUBCOMMITTEE REPORTS**

M. Miville: There is a Budget Committee meeting scheduled for tomorrow, December 3, 2015 to review the School Budgets.

### **BUDGET REVIEW**

#### **Budget Committee**

**\$8305**

M. Miville: This was approved by the Budget Committee

***J. Sullivan motioned to approve the Budget Committee budget in the amount of \$8305.***

***Seconded by D. Winterton.***

***Vote unanimously in favor.***

#### **Capital Leases and Purchases**

**\$88,057**

***J. Sullivan motioned to approve the capital leases budget in the amount of \$88,057.***

***Seconded by R. Duhaime.***

***Vote unanimously in favor***

***M. Miville motioned to approve \$1 for the bond interest payment. Seconded by D. Winterton.***

***Vote unanimously in favor***

**Cemetery Commission**

**\$1,147**

Additional cost for ground maintenance.

Dr. Shankle: They want to start the mapping of the cemetery which is important.

***R. Duhaime motioned to approve the Cemetery Commission budget for \$1,147. Seconded by T. Tsantoulis.***

***Vote unanimously in favor.***

**Conservation Commission**

**\$1277**

Dr. Shankle: I reduced what they asked for the scholarship. They haven't used that in the past and only \$50 last year.

***M. Miville motioned to approve the Conservation Commission for \$1277. Seconded by R. Duhaime.***

***Vote unanimously in favor***

**Family Services**

**\$194,384**

Dr. Shankle: In looking at what they've been spending and inching it downward without going down too far. There is a 3% wage increase.

**Wage Increase – 3%**

D. Winterton: Last year when the non-union employee's contribution to benefits increased we offered a 3% wage. Part time employees were not getting an increase to their benefit costs but still received the 3% raise. Do we continue to give them the 3% raise which is robust or do we give them the 3% because we like part time employees because they do not receive benefits. Do we give a 3% raise? I suggest a 3% raise for non-union because the cost of benefits is increasing. I agree to give the 3% raise to this position because it saves the town money and continues as a part time position.

How many part time employees are affected?

Dr. Shankle: The recommendation was for 3% for non-union full time employees.

C. Soucie: There are 20 part time employees under the Town Administration, 8 under the Library and 2 under the Sewer.

D. Winterton: The part time police officers work under the contract of the police officers.

***D. Winterton motioned to recommend a 3% for all non-union full time employees and 2% for non-union part time employees. Seconded by M. Miville.***

## Unofficial - HOOKSETT TOWN COUNCIL MEETING – December 2, 2015

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M. Miville: I don't remember ever giving 3% to employees. Do we put this in the operating budget or as a warrant article?

D. Winterton: We gave 3% last year due to the increase in the benefits.

R. Duhaime: When was the last time the insurance rates increased for employees?

C. Soucie: I believe it was in 2008 when they went to 10%.

***Vote 6:1 motioned carried.***

New Family Service budget to be recalculated by C. Soucie

### **Town Clerk**

**\$42,773**

Dr. Shankle cut \$12,000 out of the budget request for storage.

T. Rainer: The town clerk and tax collector officer are adjacent and there is a vault which was built. There are shelves in the vault and to maximize space in that room, we explored options for space. That triggered a cleanout and organizing of the room. We got quotes for \$11,943 which would increase our storage space by 2.5 times. This is the only fire proof room in the building to store our vital records. Now with the elections this year, which is the other large item in the budget, we have to retain ballots for 22 months. This estimate is based on government pricing and is good for 2 years. With discussion with the Town Administrator, this is convenient and accessible in the clerk's office. We can have the same discussion next year. We also inherited records from the police department. These new shelves would roll and provide for space to move.

R. Duhaime: Is this a want or a need? Could we do half?

T. Rainer: This is a track system. We could go with a single unit and that would reduce this a couple thousand dollars. If we are going to do it we should do it all. We are benefiting from the federal government negotiated price.

***J. Sullivan motioned to approve the Town Clerk's budget \$42,773. Seconded by D. Winterton.***

***Vote unanimously in favor***

**Family Service – reduced for wage adjustment 2% wage  
\$193,823**

***J. Sullivan motioned to approve the Family Service budget for \$193,823. Seconded by A. Jennings.***

***Vote unanimously in favor.***

## Unofficial - HOOKSETT TOWN COUNCIL MEETING – December 2, 2015

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### **NON-PUBLIC SESSION (SECOND)**

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

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

***J. Sullivan motioned to enter non-public session at 8:47pm. Seconded by M. Miville.***

#### **Roll Call**

A. Jennings – yes

M. Miville – yes

R. Duhaime – yes

T. Tsantoulis – yes

J. Levesque – yes

D. Winterton - yes

J. Sullivan - Yes

***Vote unanimously in favor.***

***J. Levesque motioned to exit non-public at 10:00pm. Seconded by D. Winterton.***

***Vote unanimously in favor.***

***M. Miville motioned to seal the non-public minutes of 12/02/15 (for time 8:47pm-10:00pm).***

***Seconded by R. Duhaime.***

***Vote unanimously in favor.***

### **BACK IN PUBLIC SESSION AT 10:00PM.**

J. Sullivan: Earlier tonight it was mentioned the Council would hold a “budget special meeting” next Wednesday. December 9<sup>th</sup> @ 6:00pm will be a “budget workshop” and not a special meeting. No other action will occur at this workshop other than budget & capital improvement items.

***J. Sullivan motioned to adjourn at 10:02pm. Seconded by R. Duhaime.***

***Vote unanimously in favor.***

Respectfully submitted,

Lee Ann Moynihan

AGENDA NO. 8A

DATE: 12/16/15

**Staff Report  
Family Services Department  
Holiday Assistance Donations  
December 16, 2015**

**Background:**

Per RSA 31:95-b, III (b) for such amount less than \$10,000.00 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 donations for the 2015 Hooksett Holiday assistance program.

**Discussion:**

The Hooksett American Legion has generously donated \$1,400.00 in gift cards to the Hooksett Family Services 2015 Hooksett Holiday Assistance program. These gift cards are \$25.00 a piece to stores including Walmart, Target, and Kohl's. These cards will be distributed to teenagers in need on December 19, 2015.

The following donations have also been presented to the Family Services Department to be given to Hooksett families in need through the holiday assistance program:

- \$100 in gift cards to Target from residents, Melissa Dell Api and Erik Shessler
- \$100 in gift cards to Target from residents, Bob and Sue Willey
- \$200 in gift cards to Target and Walmart from residents, Phil and Pat Burton
- \$25 check from resident, Edna Hemeon
- \$50 in gift cards to Market Basket from The Hooksett American Legion Riders
- \$30 gift card to Hannaford from resident, Kathy Johnson
- \$100 gift card to Amazon.com from resident, Helen Mercurio

**Recommendation:**

Motion to accept these donations totaling \$2,005.00 under RSA 31:95-b, III (b).

**Prepared by:**

Joy Buzzell, Family Services Director

**Town Administrator Recommendation:** *concur*

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

AGENDA NO. 86

DATE: 12/16/15

**Staff Report  
Council Agenda Item  
December 16, 2015**

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

**Issue:** In order to meet the Southeastern New Hampshire Hazardous Materials Mutual Aid District (SENHHMMAD) Team training responsibilities and offset the participation costs, I am asking the Council to accept the reimbursement check in the amount of \$215.45 as unanticipated revenue and increase the Fire-Rescue overtime budget line. The SENHHMMAD gains and offers these funds from training grants that they have received for this purpose.

**Discussion:** SNHHMMAD communities make a commitment to provide personnel from their Public Safety Departments or appropriate agencies, to prepare and respond when necessary in the event of a serious hazardous materials incident in any member community. This regional team approach allows for greater resources of equipment and personnel than any individual town might possess or offer. Hooksett Fire Rescue meets this commitment in part by providing a member who meets SENHHMMAD operational criteria. Attendance of scheduled training drills is encouraged by reimbursing for these costs.

**Fiscal Impact:** This is a reimbursement by the State of NH to the Hooksett Fire Department. No matching funds are required. This is a reimbursement only.

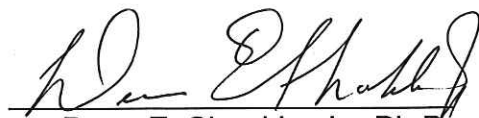
**Recommendation:** Motion to accept the reimbursement in the value of \$215.45 from SNHHMMAD to the Hooksett Fire Rescue Dept. per RSA 31:95-b III (a).

**Prepared by:** Acting Fire Chief Dean Jore



**Town Administrator Recommendation:**





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



**SOUTHEASTERN NEW HAMPSHIRE  
HAZARDOUS MATERIALS MUTUAL AID DISTRICT**  
PO BOX 514  
WINDHAM, NH 03087

VOID

**CITIZENS BANK**  
NEW HAMPSHIRE  
54-153/114

**3550**

DATE 11/23/2015

**PAY  
TO THE  
ORDER OF**

Town of Hooksett

\$ \*\*215.45

Two Hundred Fifteen and 45/100\*\*\*\*\*

**DOLLARS**

Town of Hooksett  
Hooksett Fire Rescue Department  
15 Legends Dr.  
Hooksett, NH 03106

*Thomas J. McPhee*  
*Michael W. Lewis*

**MEMO**

Palmer Training 11/18/15

VOID

⑈003550⑈ ⑆01401533⑆ 3312823309⑈

**SOUTHEASTERN NEW HAMPSHIRE HAZARDOUS MATERIALS MUTUAL AID DISTRICT**

**3550**

Town of Hooksett

11/23/2015

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
11/23/2015	Bill	Palmer	215.45	215.45		215.45
					Check Amount	215.45

Citizen's Checking Palmer Training 11/18/15

215.45

AGENDA NO. 8 D

DATE: 12/16/15

**Staff Report**

Decrease Site Bond No. 5038878 amount for Hidden Oaks Development, Hackett Hill Road –  
Off-site improvements  
December 16, 2015

**Background:** On June 11, 2015 an executed Site Bond was provided to the Town from William Socha Development, LLC for the amount of \$81,388.70 for a project titled Hidden Oak Way – Off-Site Improvements (Case No. 15-02). The off-site improvements agreement was approved by the Hooksett Planning Board on May 4, 2015.

The agreement of the Planning Board was that a surety was to be in place for the value of the construction of the off-site improvements and that the improvements were to be completed by the developer prior to the buildout of forth phase of the development. The first three phases will be for 99 units of the development.

The developer requested and was approved to proceed with improvements on the west side of Hackett Hill Road in 2015 prior to the completion of the 99<sup>th</sup> unit with the understanding that the remaining off-site improvements to Hackett Hill Road would still be performed at a future date still in accordance with the 4<sup>th</sup> phase buildout agreement.

The amount of work completed to date reflects a value of \$31,572.10 which results is a value of \$49,816.60 which remains to be completed. A detailed breakdown by item is attached indicating the breakdown of the original bond amount, the amount of work completed and the balance of work to be completed.

**Discussion:** A portion of off-site improvements have been completed valuing \$31,572.10.

**Issue:** Developer has requested that the Site Bond be reduced to reflect the value of work which remains to be completed.

**Fiscal Impact:** There is not a fiscal impact to the Town if the Site Bond is reduced to an amount which reflects the value of work which remains to be completed.

**Recommendation:** Reduce the Site Bond amount from \$81,388.70 by \$31,572.10 to \$49,816.60

**Prepared by:** Jim Donison, Asst. DPW Director/Engineer

**Town Administrator Recommendation:**

*Cacer*

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



OFF-SITE IMPROVEMENT BOND AMOUNT WORKSHEET										
Project:		Hidden Oak Way		Excavation Permit No 2015-101						
Name:		Hackett Hill Road Offsite Improvements								
Location:		Hooksett/Manchester, NH								
						THROUGH NOV 4/15	WORK REMAINING			
ITEM		QUANTITY	UNIT PRICE		ORIGINAL BOND PRICE 9/28/15	QUANTITY	PRICE	QUANTITY	REMAINING BALANCE BOND	
Clearing and Grubbing		0.12 AC	\$7,000.00 AC		\$840.00	0.06	\$420.00	0.06	\$420.00	
Common Excavation		615 CY	\$8.00 CY		\$4,920.00	300	\$2,400.00	315	\$2,520.00	
Bank Run Gravel		175 CY	\$25.00 CY		\$4,375.00	80	\$2,000.00	95	\$2,375.00	
Crushed Gravel		85 CY	\$30.00 CY		\$2,550.00	40	\$1,200.00	45	\$1,350.00	
Paving							\$0.00	0	\$0.00	
Binder Course (2.5")		75 TON	\$82.00 TON		\$6,150.00	35	\$2,870.00	40	\$3,280.00	
Wearing Course (1")		120 TON	\$82.00 TON		\$9,840.00	0	\$0.00	120	\$9,840.00	
Hand Method		TON	\$130.00 TON				\$0.00	0	\$0.00	
Curbing							\$0.00	0	\$0.00	
Grants (Sloped)		LF	\$17.00 LF				\$0.00	0	\$0.00	
Grants (Remove & Reset)		670 LF	\$11.00 LF		\$7,370.00	400	\$4,400.00	470	\$5,170.00	
Storm Drains							\$0.00	0	\$0.00	
15" RCP		36 LF	\$48.00 LF		\$1,728.00	18	\$864.00	18	\$864.00	
Catch Basins (2" Dia. Drop Inlet)		6 EA	\$1,700.00 EA		\$10,200.00	3	\$5,250.00	3	\$5,250.00	
Frame & Grate		6 EA	\$500.00 EA		\$3,000.00	3	\$1,500.00	3	\$1,500.00	
Drain Manholes		EA	\$2,050.00 EA				\$0.00	0	\$0.00	
Frame & Cover		6 EA	\$500.00 EA		\$3,000.00	3	\$1,500.00	3	\$1,500.00	
Miscellaneous										
Erosion Controls		1 LS	\$1,200.00 LS		\$1,200.00	0.5	\$600.00	0.5	\$600.00	
Loam & Seed (4" Loam)		200 SY	\$4.25 SY		\$850.00	100	\$425.00	100	\$425.00	
Cold Plane existing pavement		170 SY	\$2.50 SY		\$425.00	0	\$0.00	170	\$425.00	
Gravel to restore existing driveways		6 CY	\$30.00 CY		\$180.00	0	\$0.00	6	\$180.00	
Sweep and Tack Coat		1 LS	\$750.00 LS		\$750.00	0	\$0.00	1	\$750.00	
Traffic Signs (Remove & Reset)		1 EA	\$65.00 EA		\$65.00	0	\$0.00	1	\$65.00	
Mail Box (Remove & Reset)		2 EA	\$65.00 EA		\$130.00	0	\$0.00	2	\$130.00	
Traffic Stripping-DYL (Thermo)		1640 LF	\$0.65 LF		\$1,066.00	0	\$0.00	1640	\$1,066.00	
Traffic Stripping-SSWL (Thermo)		975 LF	\$0.65 LF		\$633.75	0	\$0.00	975	\$633.75	
Convert CB to DMH		6 EA	\$300.00 EA		\$1,800.00	3	\$900.00	3	\$900.00	
Adjust Frame & Grates (Exist CB's)		4 EA	\$225.00 EA		\$900.00	1	\$225.00	3	\$675.00	
Mobilization/Demobilization		1 LS	\$2,400.00 LS		\$2,400.00	0.5	\$1,200.00	0.5	\$1,200.00	
Traffic Control		1 LS	\$3,400.00 LS		\$3,400.00	0.5	\$1,700.00	0.5	\$1,700.00	
Remove erosion ctrl's & clean site		1 LS	\$500.00 LS		\$500.00	0	\$0.00	1	\$500.00	
					<b>SUBTOTAL:</b>		<b>\$27,454.00</b>		<b>\$43,318.73</b>	
					Contingencies (15% of Subtotal):		<b>\$4,118.10</b>		<b>\$ 5,437.81</b>	
					<b>TOTAL ESCROW AMOUNT:</b>		<b>\$31,572.10</b>		<b>\$48,816.56</b>	

**Staff Report  
Conservation Commission  
Update Report  
December 2, 2015**

AGENDA NO. 15-095  
DATE: 12-02-15  
12/16/15

**Background:** The Conservation Commission has been discussing forestry options with Swift Corwin, who developed the forestry component of the Clay Pond Stewardship Plan. Mr. Corwin has provided the attached information on timber sales. In being good stewards of the land and also maximizing the value of its resources, the Conservation Commission is exploring timber cuts on Compartment 1, per the Clay Pond Stewardship Plan, for winter of 2016-2017. As there is currently no Town policy on timber cut procedure, the Commission wants to ensure that the Council is aware of their plans and would also like to ensure that any profits from timber on conservation lands be deposited into the Conservation Fund for future conservation and stewardship of the property.

**Attachments:** *Calhoun & Corwin Forestry Proposal, map of proposed timber harvests from Stewardship Plan, and page 23 of Stewardship Plan outlining timber cut schedule.*

**Issue:** The Conservation Commission is aware that the Town Council has been interested in pursuing forestry for timber value, as well. This first foray into timber harvesting on conservation land will provide important information for future timber harvest on other town properties.


**Discussion:** The Conservation Commission would like to solicit the Council's thoughts and questions on proceeding with timber harvesting and discuss policy and procedure in regard to the bidding process, revenue distribution, and any other issues that may arise.

**Fiscal Impact:** The projected net revenue to the town is estimated at \$15,000 after fees.

**Recommendation:** Motion to approve any timber revenue from Conservation lands be deposited into the Conservation Fund.

**Prepared by:** Carolyn Cronin, Assistant Planner/Conservation Commission Staff Support

**Town Administrator Recommendation:** *Both DRA and NHMA legal have concerns about legality. Continuing to research.*

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

Hooksett Coonservation Commission  
Clay Pond Area Compartment 1 Stand 1 and 4  
[www.Swiftcorwin.com](http://www.Swiftcorwin.com)

Calhoun and Corwin Forestry  
Proposal

Revised

Following the conservation commission meeting of November 9th, 2015 we offer these revisions to the time table.

Relationship: I am proposing to work as forestry agent for the town to implement and conduct timber sales in collaboration with Jeff Littleton of Mooswood Environmental Service  
I am proposing to work on the Town's behalf.

My fee is 12% of the gross stumpage  
Plus marking \$5/thousand board feet and \$.40/ton  
Hourly rate for meetings, presentations, and walks is \$75/hour

Working in Compartment 1 Stand 1 and 4  
The projected expected revenue to the town \$20,000 Gross

The projected net after fees \$15,000 net

The projections are based on the following scenario

Harvesting			
White pine	100 MBF	130 /MBF	\$ 13,000
hardwood Pulp	1000 tons	5 /ton	\$ 5,000
hemlock pulp	400 tons	5 /ton	\$ 2,000
			<hr/>
Forestry fee 12%			\$ 2,400
Marking logs @ \$5/mbf			\$ 500
Marking Pulp @ \$.40/ton			\$ 560
			<hr/>
Meetings presentations and walks			\$ 1,540
			<hr/>
Projected fees from Calhoun Forestry to the town of Hooksett			\$ 5,000

Projected Net from the timber sale

\$ 15,000

Hooksett Coonservation Commission  
Clay Pond Area Compartment 1 Stand 1 and 4  
2015

Calhoun and Corwin Forestry  
Proposal

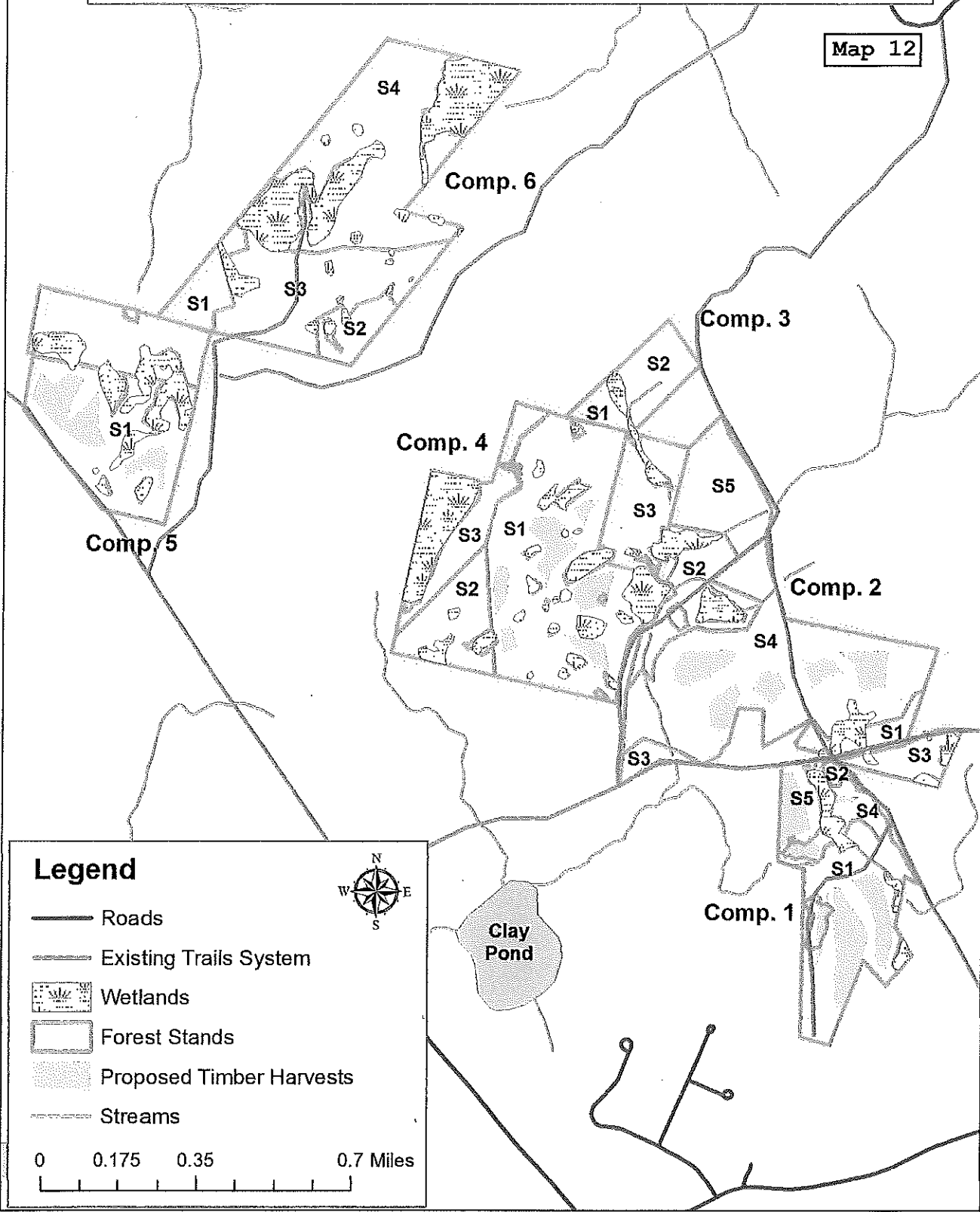
Month	Timbersale Timeline	
21-Dec-15	Sign a workorder	
1-Jun-16	Walk the area with Jeff to review and discuss the sensitive areas	
1 day	Buffer those areas	
1 day	layout paths of entry and exit	
July August 2016	Mark the harvest	
15-Aug-16	Prepare prospectus and Mail	
20-Aug-16	Send out bids or requests for Proposals to qualified timber harvesters	
19-Sep-16	Have bids sent to The town of Hookset for opening	
	Do the contract with logger and the town	Schedule the sale
	Do The Intent to cut	
	Submit minimum impact forestry wetlands permit	
December 2016	All clear -- the work begins	
January	Work takes 5 weeks	
February	Each week payments for the timber sold in each weekly period are sent to Calhoun and Corwin Forestry Office	
	Each week Calhoun and Corwin Forestry reviews these statements, summarizes them and makes the fee deductions	
	Each week Calhoun and Corwin Forestry sends the net to the town	
	Work completes	
March	Report of Cut is submitted	

May

Landing is cleaned and seeded

# Clay Pond Headwaters Conservation Area Forest Stands with Proposed Timber Harvests

Map 12



## Legend

- Roads
- Existing Trails System
- Wetlands
- Forest Stands
- Proposed Timber Harvests
- Streams



0 0.175 0.35 0.7 Miles

preclude reasonable access to areas suitable for forestry. Existing roads as identified in the baseline documentation may be retained and used but must be maintained to minimize degradation of water quality and aquatic habitat.

- No timber harvesting, mechanized equipment, roads, or landings shall occur within confirmed or potential vernal pools or forest seeps.
- The following timetable for forest management operations are recommended for the next 10 years. See Appendix D for more details.

Year	Compartment	Stand	Acres	Activity	Concern
2017	1	1	19	Conduct a series of up to 8 group selections 1/2 to 1 acre	improve habitat for early successional
2017	1	5	2	Conduct firewood thinning	stand improvement and improved regeneration
2017	1	6	2	Conduct firewood thinning	stand improvement and improved regeneration
2020	4	1	17	Conduct a series of up to 6 areas of patch cuttings 1/2 to 2 acres	improve habitat for early successional
2022	5	1	13	Conduct group selection, retain red oak mast	release, regenerate, white pine
2024	2	4	17	Conduct a series of up to 6 areas of patch cuttings 1/2 to 2 acres	improve habitat for early successional

- The forest management recommendations and future timber operations should be reviewed and updated as needed every 10 years.
- Follow up in the next decade by conducting complementary work of group selections and patch cuttings near timber operations completed from 2014 to 2024 to establish a series of even aged patches.

### Recreational Management

As stated above, the purpose of this Plan was to assess the current conditions of the property and the site capability for recreational management, and to guide the implementation of management activities to benefit the goals outlined in the Conservation Easement Deed. The Recreational Management goals include the following:

- Protection of water quality, wetlands and riparian areas;
- Maintenance or enhancement of scenic quality;
- Protection of unique or fragile natural areas;
- Protection of unique historic or cultural features;

Based on the findings of the field assessments the following objectives are recommended to meet the above stated goals for the property. These objectives were based on the presence of species of conservation concern and ecologically significant areas with a focus on increasing overall biodiversity on the property. These following are aligned with the goals and objectives recommended for forestry and recreation.

D. Tatem: You have space at the entrance. I would think you would want it visible to the parking lot.

S. Couture: Is there enough space for 8-10ft for a three-panel kiosk there?

D. Tatem: Yes, there is enough space. We would actually design the gravel to walk up to the kiosk so you don't wear out the grass.

O. Mack: Thank you. I will come back with plans for my materials and cost estimates and with what the structure is going to look like.

S. Couture: Thank you and good luck. If you need anything from us, please let us know.

P. Fitanides: In the past with some of these projects, depending on what is it, some of the big box stores in town donate. You could approach them for any kind of donation, but an Eagle Scout project plus our project would give them some incentive to donate.

S. Couture: We look forward to seeing what you come up with.

O. Mack: Thank you.

#### **b. Swift Corwin, Clay Pond Forestry**

S. Corwin: We are talking about doing some timber harvest as part of the recommendations of the Clay Pond Stewardship Plan. The first section is at the border of Candia on Knowlton Road. The idea is to do patch cuts and group selections about an acre in size. The idea is to place them in areas that are upland away from the water flows. First, we would flag out all the wet spots and figure out how the machines would go in with a minimum impact. In my opinion the best access is from Knowlton Road coming in from Candia. It's a Class VI road. It goes by the farm. It crosses a culvert where a wetland crosses from west to east. That culvert is in good shape. It could use maybe one layer of stone on the top of it, but very few improvements are necessary for that road in contrast to N. Candia Road, which is hellacious. The idea of a timber sale is to do it in a way that it doesn't cost money to the Town.

S. Couture: To summarize, they developed the Stewardship Plan which references the timber cut. We got an estimate of what we would recoup from the timber harvest, after their fees, of approximately \$15,000. It could be less or more, it depends, but that's the ballpark figure. The one thing I wanted to clarify is there needs to be some Intent to Cut and permits and things like that.

S. Corwin: Before anything happens there is Intent to Cut, a minimum impact for forestry notification, and insurance certificates. I would hire a logger on behalf of the Town. The logger signs the Intent to Cut, and the stumpage payment he agrees to pay the Town includes the timber tax. The money comes in on a weekly basis while the timber sale is going on. I account for the



timber tax in each weekly amount we make. Once the job is done, we report the full volumes that have been cut, but the logger will sign the report of cut, and then the timber taxes will have been paid. That's how it works in a municipal sale.

S. Couture: I have a question on timing. When do you need to be authorized in order for this cut to occur?

S. Corwin: I don't want to pressure the town to come to an agreement before they are ready. I would recommend postponing the cut until next winter. We should ideally be planning this in August.

D. Ross: One thing I would add is this should be going out to bid.

S. Corwin: I could do it either way. The advantage of a bid is that you put it out to the market. The disadvantage is you lose the opportunity to work with someone you've worked with before that will go the extra mile and get the job done in a cooperative way. Either way, I know what the timber is worth because it doesn't fluctuate that much with a lower grade timber. Definitely if you are bidding, the time window is longer.

D. Ross: That was my thought if we put this out another year, then we have time to explore all our options. This is something the town has been looking to do for a while. As part of the overall part of the big picture, it's not the cost so much as having someone we can depend on to do the right things and get the most value out of it as well. This is our first foray into this so I want to operate carefully and do my due diligence.

D. Hess: Are there any other town parcels that you think would be appropriate to have logged? Maybe if they have been identified, we can include them in a package to look at all together.

D. Ross: This is a long-standing Council agenda item. There are a lot of properties in town that we could be looking at. That's a lot of money out there that we're wasting. We are not collecting it but we should be. Also, these forests suffer when they're not maintained. It's a double whammy right now by not having a plan. We have a year before this first operation so this can be the test pit. I just want to make sure that we do the best we can for the conservation lands and the town.

S. Couture: There are just a couple of things I want to touch on. The bid process is something we are OK with, and it helps to have an entity that we trust overseeing it, which we will. We want to gear it to make sure we are getting the type of harvester that we want and to give ourselves outs so that it doesn't have to be low bid. The other thing, I think we should run this idea to the Council to see if they want to do this and see if they want to add another town parcel. I don't want to take on too much since this is the first time we are doing it. Our priority is Clay Pond and implementing our stewardship plan. I'd be happy to build this a little bit so the Council and town can benefit some. I think moving forward, another reason we should go to Council is because I would want to ensure that the funds we receive from harvesting on the conservation land come back to the Conservation Commission to manage the land over time. There is no written policy on this. I think it's easy to make that case, but there has been no discussion on it yet.

D. Hess: I think it's easy to make the case because the land is under the jurisdiction of the Conservation Commission. We set the rules and as a courtesy, we will go to the Council ahead of time. I've been told under statute it's up to the Conservation Commission to manage the property.

S. Couture: It's the funds I want to be clear on.

D. Ross: The Conservation Commission manages the property but the Town owns it so it's a balancing act. In conservation it's a balance as well. One side is the health of the land and on the other side is maximizing the value. We are giving the town a foray into the other properties that aren't conservation properties.

S. Couture: Cawley conservation easement might be a great area for a timber harvest because it would be a learning experience for the students there too. There's another property on Route 27 that would be good for that too. I'm just throwing some ideas out there.

S. Corwin: There is a mechanism to having a town forest. There is a town forest committee and the money goes to the committee, which is a subset of the Conservation Commission, as I understand it.

S. Couture: Yes, I think a town can set it up that way. We have been asked about that. It's an option to look at especially on properties in town where we don't hold an easement and it's not under control of the Conservation Commission.

S. Corwin: The simplest thing is to bring it up with the Town Council and get a ruling.

S. Couture: Are people comfortable with me working with Swift more on that and we can present it as a staff report for a Council agenda item?

J. Woodburn: If we go out to bid is that something we would do?

S. Corwin: No, I would handle that.

S. Couture: So basically we would be looking at pulling something together for a staff report for next Wednesday. Is that something you and Jeff are OK with?

S. Corwin: The only difference is that we need to adjust the whole timetable.

S. Couture: Would it be possible for you and Jeff to get me something by the end of the week?

S. Corwin: Yes.

S. Couture: Perfect, then that gives Carolyn a couple days to put together a staff report at the beginning of next week. Thanks for coming in.

# Memo

AGENDA NO. 15-047  
DATE: 12/16/15

**To:** Dr. Dean E. Shankle, Jr., Town Administrator  
**From:** Town Safety Committee (Police Chief Peter Bartlett, Public Worker Director Diane Boyce, Assistant Public Works Director/Town Engineer Jim Donison, P.E., and Town Planner Jo Ann Duffy).  
**Date:** December 1, 2015  
**Re:** Martin's Ferry Road Speed Limit (Town Council File #15-047)

As per the request of the Town Council, the Safety Committee is reporting to you on proposed roadway improvement alternatives that can be made related to the speed limit question on Martin's Ferry Road.

The Safety Committee has the following comments and recommendations:

**Existing Conditions:**

1. The existing roadway is 3,700 linear feet from North River Road to Hooksett Road with a width of 22 feet and with 'cape cod' or low bituminous curbing on each side of the roadway.
2. There are no sidewalks along the roadway even though it is near Underhill elementary school and SNHU.
3. Stop signs exist on Benton Road, Sherwood Drive, Cemetery Road and at McAllister Street.
4. There are four 30 mph speed limit signs located along Martin's Ferry Road; signs are posted restricting thru trucking with a 10 ton limit for the bridge.

**Recommendations:**

1. DPW will clear road side brush, particularly closer to the bridge at the corner of North River road and Martins Ferry Road within the next two months to improve corner sight distance.
2. It is **not** recommended that a three way stop sign placed at Benton Road and Martins Ferry Road.

**Staff Report  
Conservation Commission  
Purchase of Property  
December 16, 2015**

**AGENDA NO.** 15-098  
**DATE:** 12/16/15

**Background:** The Conservation Commission has a Purchase and Sale Agreement with property owner Karen Anne Heroux to acquire a 70.31 acre parcel. This particular property is adjacent to the Clay Pond Conservation Area and is identified as Map 04, Lot 09.

**Issue:** The Conservation Commission seeks the Council's approval to purchase the property.

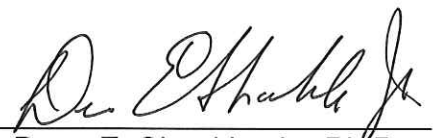
**Discussion:** The package before you includes the closing documents and deed, which have been reviewed by Mark Dunn, the attorney used by the Conservation Commission for land acquisitions. The agreement is to purchase the parcel for \$90,188.38. The Town will own the land and Bear-Paw Regional Greenways will hold the Conservation Easement.

**Fiscal Impact:** The Conservation Commission has applied for three grants to assist in purchasing the property. They have received \$15,150 from the Merrimack Conservation Partnership Transaction Grant. They have applied and are waiting to hear back from two other grants (\$10,000 from NH LCHIP and \$50,000 from NHDES Drinking Water Source Protection). The Conservation Fund will pay for the difference.

**Recommendation:** Motion to allow Chair Sullivan to sign the closing documents and Warranty Deed for the purchase of the Heroux property, Map 04, Lot 09 for \$90,188.38.

**Prepared by:** Carolyn Cronin, Assistant Planner/Conservation Commission Staff Support

**Town Administrator Recommendation:** *concur*

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

thank you; tonight was a good night to witness something good in our town and I was glad I could be here.

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

b. 15-054 Purchase & Sales Agreement between Karen Anne Heroux (seller) and Town of Hooksett by and through the Hooksett Conservation Commission (buyer) for \$91,000  
***D. Winterton motioned to enter into the Purchase and Sale Agreement, as drafted, for the Heroux property, Map 04, Lot 09 for \$91,000. Seconded by D. Ross.***

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

**Roll Call-**

M. Miville – Yes

J. Levesque – Yes

D. Winterton – Yes

N. Comai – Yes

D. Ross – Yes

T. Tsantoulis – Yes

R. Duhaime – Yes

J. Sullivan – Yes

***Vote unanimously in favor.***

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

***5 MINUTE RECESS***

**15. NOMINATIONS AND APPOINTMENTS**

a. Nominations – New Volunteer(s)

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

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

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

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

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

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

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

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

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

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

AGENDA NO. 15-100

DATE: 12/16/15

**Staff Report**  
**Life and Disability Insurance for Full-time Employees**  
*December 16, 2015*

**Background:** The Town currently provides full-time employees with life insurance and short and long-term disability insurance. Davis and Towle, (the Town's agent) was notified by the current provider that the Town's premiums for short and long-term disability insurance are going to increase. Davis & Towle bid these coverages out on behalf of the Town.

**Discussion:** We received three bids; our current vendor Boston Mutual's renewal rate is a 57% increase, Standard Insurance Company is a 41% increase and a third bid was a 49% increase and is not recommended by our agent due to poor customer service.

At this time, the union contracts and the personnel plan limit any changes to the insurance plans.

**Fiscal Impact:** Standard Insurance Company would cost \$80,580, which is \$23,480 more than the current contact of \$57,100.

	Current	Boston Mutual	Standard Insurance
	Rates	Renewal	Rates
Life	0.08	0.18	0.17
Short-term	0.30	0.52	0.48
Long-term	0.32	0.48	0.40
Estimated annual cost	\$57,100	\$89,793	\$80,580

**Recommendation:** Motion to have the Town Administrator sign the Life, Short and Long term Disability contact with Standard Insurance Company and increase the FY 2016-17 Budget by \$23,500 in the Life and Disability lines.

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

**Town Administrator Recommendation:** *concur*

  
Town Administrator

Employee Benefits

Presented by:  
DAVIS AND TOWLE AGENCY  
INC

# Proposal And Cost Summary

Prepared for:  
Town of Hooksett  
December 1, 2015



**Group Life Insurance**  
**Group Long Term Disability Insurance**  
**Group Short Term Disability Insurance**

Standard Insurance Company



# How The Standard's Focused Expertise Can Benefit Your Business

At Standard Insurance Company, group Life and Disability insurance aren't add-ons. They're our primary business. For you, our focused expertise means people who understand your needs and employee benefits that work harder to support your goals.

From fast, responsive claims handling to flexible plan designs that help you control costs, we're here to partner with you for the long term. Our proactive approach and solutions can help reduce the workload for your HR team and help you maintain a more efficient and productive workplace.

<b>Key Reasons To Choose The Standard</b>	
<b>Partnership Focus</b>	With The Standard's 40-plus fully-staffed sales and service offices across the country, you can count on a smooth, hassle-free transition, local account resources and personal, responsive service. We're here to minimize your administrative burden and simplify claim management. With access that works the way you work – online, phone or in person – we're easy to reach and quick to follow through.
<b>Long-Term Perspective</b>	We've tailored this proposal to address your needs, today and for the long-term. Need more options? Just ask. We offer millions of possible plan design combinations. We also emphasize giving you the "right rate" from the beginning to avoid a big increase later.
<b>Proactive Approach</b>	We focus on helping employers prevent disabilities, increase employee well-being and maintain a more productive workplace through innovative solutions that deliver measurable results, including: <ul style="list-style-type: none"> <li>• Industry-leading Workplace Possibilities<sup>SM</sup> program</li> <li>• Exclusive partnership with Health Advocate<sup>TM</sup></li> <li>• Employee Assistance Program included with our LTD plans</li> <li>• Comprehensive Absence Management services</li> <li>• Flexible Dental and Vision plans</li> </ul>

## We Keep Our Promises

At The Standard, doing the right thing for our customers is in our DNA. More than 100 years of history and our long track record of financial strength back up our commitment to you and your employees.

## Basic Life and AD&D Plan 1

### Covered Members

An active employee of the Employer working 30 hours per week

### Plan



<b>Benefit Formula</b>	1 X Annual Earnings
<b>Rounding</b>	Up to next \$1,000
<b>Maximum Benefit</b>	\$100,000
<b>Age Based Benefit Reduction</b>	To 65% at age 65; To 50% at age 70
<b>Guarantee Issue</b>	Full Benefit
<b>Employer Contribution</b>	100%

## Cost

		Members	Volume	X Rate: Per \$1,000	=	Monthly Premium
<b>All Eligible</b>	Life	119	\$6,002,750	0.14		\$840
	AD&D	119	\$6,002,750	0.030		\$180
<b>Total</b>				<u>0.17</u>		<u>\$1,020</u>

- We provide policyholders with a 60-day notice of rate change.
- The proposed rates are guaranteed for 24 months.

## Features

- A Family Benefits Package is included. It provides extra AD&D benefits to help families transition due to the loss of an insured member. The package includes a Child Care Benefit (child care expense reimbursement for children under age 13); a Career Adjustment Benefit (education expense reimbursement for spouses); and a Higher Education Benefit (college expense reimbursement for children).
- Travel Assistance is included. This service provides plan participants with access to appropriate medical care and other emergency services whenever traveling at least 100 miles from home or in a foreign country for trips lasting up to 180 days. Travel Assistance offers a range of professional, 24-hour medical and legal assistance and coordination services.
- An Accelerated Benefit is included. Terminally ill members may withdraw up to 75% of their Life benefit to a maximum of \$500,000 (when Basic Life and any Additional Life are combined).
- AdminEASE service is included. These time-saving online tools are the fastest, easiest and most secure way to administer your plan.
- Waiver of Premium is included for those disabled prior to age 60. The schedule of age reductions will not apply while a member is on Waiver. Waiver ends at age 65. The Standard consolidates the filing and management of the Life Waiver of Premium and LTD claims if The Standard has both coverages.
- This proposal includes the Life Services Toolkit which helps beneficiaries cope with grief and loss, get answers to legal questions, plan a memorial or a funeral, and address financial concerns. Additionally, all covered employees will have access to online will preparation and other estate planning documents as well as articles to help deal with identity theft, improve wellness and more.
- The plan includes E-Contract Document service for efficient, convenient online contract document delivery. Printed documents are available on request. Certificates must be distributed to insured members. Note: Under ERISA, plan administrators may deliver Summary Plan Descriptions/certificates electronically, but must implement measures to ensure participants actually receive them. Please consult legal counsel to clarify your delivery or recordkeeping requirements.

## Plan Design

- A Seat Belt Benefit and an Air Bag Benefit are included. These provide additional benefits (100% of AD&D benefit to \$10,000 and 100% of AD&D benefit to \$5,000, respectively) if a member dies as a result of an

automobile accident while using a seat belt system and where the automobile's air bag deployed at the time of the accident.

- Portability of insurance is included. This lets terminating members continue their basic life amount without providing evidence of insurability. If AD&D is included in the plan it may also be ported.
- A Repatriation Benefit is included. It provides an additional benefit to help pay for the expenses of transporting a member's body when the member dies more than 200 miles from home.
- To help you meet your compliance obligations under New Hampshire law, domestic partner language is available upon request.
- To help you meet your compliance obligations under New Hampshire law, domestic partner language is available upon request.
- The members' benefit amounts under the current plan are carried forward to this plan.

## Assumptions

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- The proposed rates include a 15% commission.
- The rates assume billing is centralized in one location.
- The proposed rates assume coverage currently in force.
- Proposed rate includes electronic documents.

## Conditions

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- This is not our customary age reduction schedule. As an employer, you are responsible for determining that the schedule you have requested complies with the ADEA. We assume that you have made that determination.

## Additional Information

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For additional information on the available features and benefits of Life and Accidental Death & Dismemberment Insurance from The Standard, click here: <http://www.standard.com/eforms/6958.pdf>

## STD Plan 1

### Covered Members

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A regular employee of the Employer working 30 hours per week

### Plan

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<b>STD Weekly Benefit</b>	66 2/3%
<b>Insured Predisability Earnings</b>	\$1,875
<b>Maximum Weekly Benefit</b>	\$1,250
<b>Minimum Weekly Benefit</b>	\$15
<b>Accident Benefits begin on day</b>	8
<b>Sickness Benefits begin on day</b>	8
<b>Maximum Benefit Period</b>	173 days
<b>Employer Contribution</b>	100%

## Cost

---

<b>Members</b>		<b>Volume</b>	<b>X</b>	<b>Rate: Per \$10 of Benefit</b>	<b>=</b>	<b>Monthly Premium</b>
119		\$77,063		0.48		\$3,699

## Features

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- AdminEASE service is included with this plan. This capability provides time-saving tools, resources and value-added information that simplifies plan administration.
- This coverage includes a Reasonable Accommodation Expense Benefit which reimburses employers for work place modifications that enable members to return to work or to remain at work.
- E-Contract Document service is included. This provides online efficiency and convenience in contract document delivery. Certificates must be distributed to insured members. Printed documents are available on request. Note: under ERISA plan administrators may deliver SPD/certificates electronically if appropriate and necessary measures reasonably calculated to ensure that the system for furnishing documents results in actual receipt of transmitted information. Legal counsel should be consulted for questions regarding delivery or recordkeeping requirements.

## Plan Design

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- This is a non-occupational plan providing coverage for disabilities occurring off the job.
- Renewal rates will be communicated to the policyholder 60 days prior to the renewal effective date.
- STD benefits will not be paid while a member is receiving sick pay.
- The proposed rate is guaranteed for 24 month(s).
- STD benefits will no longer be paid to an insured member once they begin to receive LTD benefits.
- Total disability is not required to receive benefits. An insured employee can be eligible for benefits while working in a partial capacity.

## Assumptions

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- The proposed rate includes a commission of 15%.
- Proposed rate includes electronic documents.

## Conditions

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- The proposed rate assumes coverage currently in force.

## Additional Information

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For additional information on the available features and benefits of Short Term Disability Insurance from The Standard, click here: <http://www.standard.com/eforms/8844.pdf>

## LTD Plan 1

## Covered Members

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A regular employee of the Employer working 30 hours per week

## Plan

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<b>LTD Income Benefit</b>	66 2/3%
<b>Insured Predisability Earnings</b>	\$7,500
<b>Maximum Monthly Benefit</b>	\$5,000
<b>Minimum Monthly Benefit</b>	\$100
<b>Benefit Waiting Period</b>	180 Days
<b>Maximum Benefit Period</b>	To SSNRA
<b>Own Occupation Period</b>	24 Months
<b>Guarantee Issue (benefit)</b>	Full Benefit
<b>Employer Contribution</b>	100%

## Cost

<b>Members</b>	<b>Volume</b>	<b>X</b>	<b>Rate: Percent of Earnings</b>	<b>=</b>	<b>Monthly Premium</b>	<b>Rate Guarantee</b>
119	\$498,962		0.40		\$1,996	24 months

- We provide policyholders with a 60-day notice of rate change.

## Features

- A Rehabilitation Plan Benefit is included. This pays for approved expenses incurred by a disabled member as part of a rehabilitation plan in preparation for a return to work. Expenses may include: training and education, family care, job search and other job-related expenses.
- The plan includes an automatic maximum benefit increase. This feature increases the maximum benefit by 5% annually for the first five years the plan is in force.
- AdminEASE service is included. These time-saving online tools are the fastest, easiest and most secure way to administer your plan.
- To simplify administration, The Standard will pay your matching FICA and Medicare taxes and prepare W-2s for members who are receiving LTD benefits.
- The plan includes a Reasonable Accommodation Expense Benefit that is among the most generous in the industry. This benefit reimburses your expenses toward approved workplace modifications that help members return to work or remain at work.
- The Standard consolidates the filing and management of LTD and Life waiver of premium claims.
- For groups with 10-2,499 enrolled members, an Employee Assistance Program (EAP) is included for members covered by the LTD plan. Services range from WorkLife services to legal and financial counseling, with up to three face-to-face assessment and counseling sessions. When total lives covered by LTD is over 3,000, a stand-alone contract for EAP services should be set up directly with the EAP provider.
- The plan includes E-Contract document service for efficient, convenient online contract document delivery. Printed documents are available on request. Certificates must be distributed to insured members. Note: Under ERISA, plan administrators may deliver Summary Plan Descriptions/certificates electronically, but must implement measures to ensure participants actually receive them. Please consult legal counsel to clarify your delivery or recordkeeping requirements.

## Plan Design

- STD benefit payments end once the disabled member begins to receive LTD benefits.
- A Rehabilitation Incentive Benefit is included. The LTD benefit amount will be increased by 10% of predisability earnings as long as a disabled member is participating in an approved rehabilitation plan. The LTD benefit may still not exceed the plan maximum benefit amount.
- Partial disability is covered from the first day of disability.

- A Survivors Benefit is included. This provides a lump sum payment equal to three times the LTD benefit without reduction by deductible income.
- To help you meet your compliance obligations under New Hampshire law, domestic partner language is available upon request.
- The plan includes a 12-month own occupation definition of disability for safety members.
- Continuity of coverage is included.
- Primary and dependents Social Security benefits will be used as deductible income.
- The plan includes a 24-month lifetime combined duration for Mental Disorder, Substance Abuse, and Other Limited Conditions limitations.
- The plan includes a 3/12 preexisting condition exclusion.
- Sick leave payable to the disabled member will be used as deductible income.

## Assumptions

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- The proposed rates include a 15% commission.
- The proposed rates assume the group participates in Social Security.
- The proposed rates assume all benefits are 100% taxable.
- The proposed rates assume you participate in a Workers' Compensation plan.
- The proposed rate assumes coverage is currently in force.
- Proposed rate includes electronic documents.

## Conditions

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- We require confirmation that you participate in Social Security.

## Additional Information

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For additional information on the available features and benefits of Long Term Disability Insurance from The Standard, click here: <https://www.standard.com/eforms/16544.pdf>

### Producer Compensation Disclosure

We recognize the valuable role of Insurance advisors, consultants and brokers ("producers") in helping their clients design an employee benefits program, and we support reasonable and fair compensation for these services. Producers may be eligible to receive compensation from The Standard. Any questions regarding the compensation connected with this proposal should be directed to the producer. Please visit our website at [www.standard.com/compensation/eb/](http://www.standard.com/compensation/eb/) to view our normal commission scales. If this proposal is quoted with a non-standard scale or override it is noted below. An override if noted is compensation paid in addition to or in lieu of commissions. Please consult with your producer for details.

Non-standard commission scale: **Yes**

Override: **N/A**

Unless participation is declined by the producer or client, contingent compensation is additional compensation that may also be paid and is contingent on the satisfaction of one or more minimum requirements, such as a specified amount of new premium volume or persistency in connection with the producer's block of business. For information about our customary producer rewards program visit [www.standard.com/compensation/eb/](http://www.standard.com/compensation/eb/). Some producers may have a contingent compensation arrangement that differs from our customary program. Please consult with your producer for additional details.

Additionally, fees for administrative, marketing or consulting services may apply. If applicable, fees are noted below.

Fees: **N/A**

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We appreciate the opportunity to provide you with this benefit and cost summary proposal from The Standard. This document outlines certain important features of the group insurance coverages available. This is not a contract or an offer to contract for such coverages. Detailed information about other important features of the coverage proposed is available on request. Just ask your broker/consultant or Standard representative.

A completed application must be submitted before a group can be considered for coverage. Insurance will be effective after the application is accepted by The Standard. If approved, we will issue a contract containing our customary language. It will not duplicate existing policy language, if any. The group contract will contain provisions and defined terms not described in this Benefit and cost summary proposal. The group contract will control if there are discrepancies between it and this proposal.

The proposed premium rate and plan design for each coverage are based on the underwriting data received by The Standard. Final premium rates and plan provisions will be determined by The Standard on the basis of: applicable state laws, policyholder contributions, confirmation of occupations, the actual composition of the group of persons who will become insured, and our current underwriting rules and practices.

This benefit and cost summary proposal expires on February 29, 2016, unless replaced or withdrawn by The Standard.

# Employee Benefits Proposal and Cost Summary

Prepared for Town of Hooksett on December 1, 2015  
Proposed Effective Date of January 1, 2016

Presented By: DAVIS AND TOWLE AGENCY INC

# Employee Benefits Proposal and Cost Summary

Prepared for Town of Hooksett on December 1, 2015  
Proposed Effective Date of January 1, 2016

Presented By: DAVIS AND TOWLE AGENCY INC

## Group Rep and Broker Notes

For Rating Request 1493139 1

Underwriter: Randy Baltimore

Plan	Type	Product	Note
1	SR	LT	Commissions exceed 150%. Regional VP approval is required.
1	SR	ST	If the Maximum Benefit Period was altered to dovetail with LTD, modify the proposal document to reflect the contractual Maximum Benefit Period.
1	SR	ST	Commissions exceed 150% of our normal commission scale. This proposal requires Regional VP approval prior to release.



**Staff Report**  
**Natural Gas Bid**  
December 16, 2015

AGENDA NO. 12/16/15  
DATE: 15-101

**Background:** The Town is currently under contract for our natural gas until June 30, 2016. The Town uses UMG Bulk Energy Specialists as our agent for both electric and natural gas and we have combined the Town, Library and the School District usage together to get the lowest possible rates. UMG has been watching the rates and feel this is a great time to lock in a fix rate. Both the School District and DPW feel a two year contact would be optimal.

**Discussion:**

Rate history	
2010	\$0.9780 per therm
2012	\$0.6936 per therm
2013	\$0.7980 per therm
Proposed rate	\$0.6200 per therm for 24 months ending 6/30/18

Natural gas is commodity and is hard to predict as the markets fluctuate, the benefit of having a two-year fixed rate allows better budgeting. This contract is only for the gas itself and not for delivery.

**Fiscal Impact:** Town's usage for the last 12 months was 54010 therms this is a cost of \$43,099 at the current rate of \$0.798. The new rate of \$0.620 would cost the Town \$33,486, saving \$9,613.

**Recommendation:** Motion to have the Town Administrator sign the natural gas contract for 24 month and reduce the FY 2016-17 Budget by \$10,000 in the DPW's Town Building Heating Line.

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

**Town Administrator Recommendation:** *concur*

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

## Christine Soucie

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**From:** Brian w/umg bulk energy <brian@umginc.com>  
**Sent:** Thursday, December 03, 2015 10:47 AM  
**To:** Christine Soucie; Karen Lessard; Heather Shumway  
**Subject:** umg re Town of Hooksett, SAU 15, Hooksett Public Library - 3 executable natural gas contracts attached - pls execute and return asap thank you  
**Attachments:** Hooksett Public Library 24 mo DEB executable ngas contract umg 120315.pdf; SAU 15 24 mo DEB ngas executable contract umg 120315.pdf; Town of Hooksett 24 mo DEB ngas executable contract umg 120315.pdf

Hey Christine, Karen & Heather - here you go = attached please find three (3) executable natural gas contracts from Direct Energy for the Town of Hooksett, SAU 15 Hooksett, and the Hooksett Public Library natural gas supply:

Start date = July 2016 meter read dates (seamless start when other contract ends)

End date = June 2018 meter read dates

Term = 24 months

Price = \$0.620 cents per therm (pls note 1 Decatherm simply = 10 Therms) (pls note 1 cent per therm umg broker commission as previously agreed)

\*Quoting 100% swing, fully fixed (better!).

\*Distribution, line loss, & swing details upon request (better!).

\*Prices are subject to change due to market conditions until locked in and do not include any possible taxes or line loss.

To execute each contract:

\*initial upper left of page 2

\*fill out and sign pages 4, 6 and 7

\*return all 7 pages of each of the 3 contracts back to umg via email (pls make sure we get them too just to be sure !)

Here to help best I can, really glad to help you secure such a super nice low rate with 2 more years of budget security with big savings too, you can afford to stay warm all winter and crank up the heat !

Thanks and have a nice day too,  
Brian

**Brian Cournoyer** | UMG Bulk Energy Specialists - New Hampshire | **Direct** 1-603-929-1112 | **Toll Free** 1-800-772-0609 | **Fax** 1-800-772-0689 |  
Utility Management Group, PO Box 310, Hampton, NH 03843-0310 | [brian@umginc.com](mailto:brian@umginc.com) | [www.umginc.com](http://www.umginc.com)

This e-mail and any attachments are confidential. If you are not the intended recipient, please notify the sender immediately and delete this e-mail along with any attachments. The information contained in this e-mail is provided without responsibility for accuracy, errors or omissions. Market volatility affects the information provided. UMG accepts no liability for the content of this e-mail or for the consequence of any action taken on the basis of any content provided. UMG promises you our best efforts and we appreciate the opportunity to work with you. Thank you.

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**From:** Christine Soucie [mailto:CSoucie@hooksett.org]

**Sent:** Wednesday, December 02, 2015 12:23 PM

**To:** Brian w/UMG Bulk Energy

**Cc:** Heather Shumway; [klessard@sau15.net](mailto:klessard@sau15.net); Diane Boyce; Mary Farwell; Hooksett Sewer

**Subject:** Hooksett Natural Gas

Good afternoon Brian,

After talking over the potential rates with both DPW and the school, we would like to proceed with possible renewal of a 2 year contract on Natural gas.

Please let me know what information you need to move forward.

Thanks

*Christine Soucie*

Finance Director  
Town of Hooksett, NH  
35 Main Street  
Hooksett, NH 03106  
W 603-485-2712  
F 603-485-4118



**NEW HAMPSHIRE CUSTOMER DISCLOSURE STATEMENT**  
 To the Commodity Master Agreement between  
 Direct Energy Business Marketing, LLC d/b/a Direct Energy Business  
 and  
 Town of Hooksett

Competitive Natural Gas Supplier ("CNGS") Information	Direct Energy Business Marketing, LLC d/b/a Direct Energy Business, One Hess Plaza, Woodbridge, NJ 07095. Phone: 1-800-437-7872; Website: business.directenergy.com
Commission Information	For general inquiries related to your rights and responsibilities, contact the New Hampshire Public Utility Commission, Consumer Affairs Division, 21 South Fruit Street, Suite 10, Concord, N.H. 03301-2429; (800) 852-3793.
Fixed or Variable Price	The "Purchase Price" is individually tailored and negotiated. For the exact price, please see the "Purchase Price" Section in the attached Transaction Confirmation.
Billing, Payment Date and Amount of Late Payment Fee	"Section 4. Billing and Payment" sets forth the billing terms, payment due date, the Interest Rate for late payments and the calculation of any costs incurred in collecting payment.
Length of the agreement and end date	The Agreement may only terminate upon notice (provided that notice is not required in a Bankruptcy situation). The "Delivery Period" is individually tailored and negotiated. For the exact length of the Transaction and end date, please see the "Delivery Period" Section and/or the "Special Provisions" Section in the attached Transaction Confirmation. The Customer may change its CNGS, upon the requisite notice at the end of the "Delivery Period," as stated the "Delivery Period" Section and/or the "Special Provisions" Section in the attached Transaction Confirmation. However, there are no contractual rights to rescind during the Delivery Term without penalty or without calculation of a Liquidation Value or Net Settlement Amount.
Amount of Early Termination Fee and method of Calculation	In "Section 12. Remedies" of the Agreement the non-defaulting Party has the right to terminate and liquidate all Transactions, calculate a settlement amount by calculating the Liquidation Value for each Transaction and aggregate all amounts owing between the parties under this Agreement or any other energy-related agreements between the Parties and their affiliates. For the specific text contained in this provision, please see Section 12 of the Agreement.
Dispute Resolution	"Section 6. Disputes" of the Agreement provides for the dispute resolution procedure available under the Agreement.
Deposit Requirements	Deposit requirements are individually tailored and negotiated. For specific information regarding deposits, please see the "Special Provisions" Section in the attached Transaction Confirmation and/or "Section 10. Financial Responsibility" of the Agreement.



**Direct Energy Business Marketing, LLC  
d/b/a Direct Energy Business**

One Hess Plaza, Woodbridge, NJ 07095  
Phone: 1-800-437-7872  
business.directenergy.com

Proposal Id 38299554

Marketer Name Dusharm, Cindy	Date 12/3/2015	Time 09:28:57AM
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**CUSTOMER INFORMATION**

Customer Name Town of Hooksett	<input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal
Contact Name Christine Soucie	Billing Contact Accounts Payable
Address 35 Main St HOOKSETT, NH 03106	Billing Address 35 Main St, Hooksett, NH 03106
Telephone 603-485-8472	Fax 603-268-0049
Telephone	Fax

**NATURAL GAS TRANSACTION CONFIRMATION**

This Transaction Confirmation confirms the terms of the Gas Transaction entered into between Direct Energy Business Marketing, LLC d/b/a Direct Energy Business ("Seller"), and the customer above ("Buyer" or "Customer") pursuant to the terms of the Commodity Master Agreement ("CMA") between Buyer and Seller dated December 3, 2015 as may be amended. The Purchase Price excludes Utility distribution charges and Taxes that are or may be the responsibility of Buyer. Gas volumes will be adjusted for Utility line loss, where applicable. The prices listed below are based on market conditions as of the time, stated above, that this Transaction Confirmation was issued and may be adjusted by Seller to reflect market conditions as of the date it is executed and returned by Buyer. THIS TRANSACTION CONFIRMATION WILL NOT BE EFFECTIVE UNTIL SIGNED BY BOTH PARTIES.

Service Locations (Additional pages may be attached if necessary)	Service Address	Utility Account No	Rate
	35 So Main St	44568969-44212321	42
	101 Merrimack St	44568982-44212342	42
	210 West River Rd	44569549-44213368	42
	0 Legends Dr	44570278-44214514	42
<b>Delivery Period</b>	Begin: 07/01/2016 End: 06/30/2018 The service start date hereunder will be the date that the Utility enrolls Customer for Seller's service. Seller will request the Utility to enroll Customer on the first meter read date within the Delivery Period.  Upon the expiration of the Delivery Period, this Transaction shall continue for successive one month terms (collectively the "Renewal Term") until either Party notifies the other Party in writing of its intention to terminate, at least 15 days prior to (1) the end of the Delivery Period or (2) during the Renewal Term, the earlier of the end of each successive month Renewal Term or the next cycle read date. After notice is given as contemplated in the previous sentence, the date of termination ("Termination Date") shall be the next effective drop date permitted by the Utility. The Purchase Price for delivery to the Delivery Point during the Renewal Term or for any period outside of the Delivery Period, shall be the then Market Price for delivery to the Delivery Point, unless otherwise agreed to in writing.		
<b>Delivery Point</b>	Energy North/ENER TGP DCQ		
<b>Contract Quantity (Dth)</b>	Buyer and Seller agree that the Contract Quantity purchased and received means a positive volume up to or greater than the estimated quantities listed below, provided, that for purposes of determining whether a Material Usage Deviation has occurred and for purposes of calculating Contract Quantities remaining to be delivered under Section 12 of the Agreement, Contract Quantity shall be determined by reference to the applicable estimated quantity(ies) listed below.  _____ Daily <input checked="" type="checkbox"/> Monthly		

Confidential Customer Information	Direct Energy will not release confidential information about Buyer without Buyer's written consent. Please see the "Special Provisions" Section in the attached Transaction Confirmation for type of information Direct Energy will not disclose.
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Buyer's Initials: \_\_\_\_\_ Direct Energy Business Marketing, LLC d/b/a Direct Energy Business Initials: \_\_\_\_\_

July	15	January	1,230
August	15	February	1,182
September	21	March	820
October	50	April	395
November	580	May	110
December	960	June	23

**Tax Exemption**       Non-exempt       Exempt    If exempt, must attach certificate.

**Purchase Price**      Fixed Price: \$6.200 /Dth

**Special Provisions**

Change in Utility Account Numbers:  
The account number for a Service Location shall be the Utility Account Number set forth in the Service Locations section above or as attached, as applicable, or any replacement account number issued by the Utility from time to time.

Buyer acknowledges that it is acting for its own account, and that it has made its own independent decisions with respect to this Transaction Confirmation and that Seller is not acting as a fiduciary, financial, investment or commodity trading advisor for it in connection with the negotiation and execution of this Transaction.

Delivery Point:  
Consistent with FERC requirements, Seller shall have the right (but not the obligation), to select or change a Delivery Point to a point where Buyer may receive Gas that is outside the jurisdictional limits of the municipality or other jurisdiction where a Service Location under this Transaction Confirmation is located, which shall constitute a Delivery Point at which title, control, possession and risk of loss will pass to Buyer as further provided in the Agreement.

Fixed Price:    The Purchase Price for the Contract Quantity, unless otherwise specified in this Transaction Confirmation is \$6.200 /Dth.

NEW HAMPSHIRE:

In case of emergencies or leaks please contact your local Utility directly. For inquiries related to your purchase please contact Seller at the address above. For general inquiries related to your rights and responsibilities, contact the New Hampshire Public Utility Commission, Consumer Affairs Division, 21 South Fruit Street, Suite 10, Concord, N.H. 03301-2429; (800) 852-3793.

Upon any discontinuance of service by Seller and upon at least thirty (30) days prior notice, Seller will return the Buyer to full Utility service by the next Utility permitted drop date, provided that the Utility has not disconnected delivery service. If the Utility disconnects delivery of the service then effective immediately, Seller will not be responsible to provide Gas or any service under the Transaction. Buyer has the right to change Competitive Natural Gas Suppliers, subject to the terms of this Agreement.

Seller will not release confidential information about Buyer without Buyer's written consent, except as provided in the Agreement. For purposes of this Transaction, confidential information includes: (1) Buyer's name, address and telephone number; (2) usage data; and (3) Buyer's payment information.

**PLEASE SIGN AND RETURN THIS TRANSACTION CONFIRMATION LETTER BY FACSIMILE TO 866-743-1038 .**

BUYER: Town of Hooksett	SELLER: Direct Energy Business Marketing, LLC d/b/a Direct Energy Business
By: _____	By: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____



This Commodity Master Agreement ("CMA") among Direct Energy Business, LLC, Direct Energy Business Marketing, LLC d/b/a Direct Energy Business (Collectively "Seller"), each a Delaware limited liability company, and Town of Hooksett ("Buyer" or "Customer") (each a "Party" and collectively, the "Parties") is entered into and effective as of 12/3/2015.

1. **Transactions:** The terms of this CMA apply to all end-use sales of electric power ("Electricity") and/or natural gas ("Gas") as applicable (each a "Commodity" and collectively, the "Commodities") by the applicable Seller party to Buyer (each sale a "Transaction") which will be memorialized in a writing signed by both Parties (each a "Transaction Confirmation"). Each Transaction Confirmation shall set forth the Seller party providing service to Customer for such Transaction. If a conflict arises between the terms of this CMA and a Transaction Confirmation, the Transaction Confirmation will control with respect to that particular Transaction. This CMA, any amendments to this CMA and related Transaction Confirmation(s) (together, a single integrated, "Agreement") is the entire understanding between Parties with respect to the Commodities and supersedes all other communication and prior writings with respect thereto; no oral statements are effective.

2. **Performance:** The Parties' obligations under this Agreement are firm. Buyer is obligated to purchase and receive, and Seller is obligated to sell and provide, the Contract Quantity of Commodity specified in a Transaction Confirmation in accordance with the terms of this Agreement. Buyer will only use the Commodity at the listed Service Locations in the applicable Transaction Confirmation and will not resell the Commodity or use it at other locations without Seller's prior written consent.

3. **Purchase Price:** Buyer will pay the Purchase Price stated in each Transaction Confirmation. If the Purchase Price incorporates an index and the index is not announced or published on any day for any reason or if the Seller reasonably determines that a material change in the formula for or the method of determining the Purchase Price has occurred, then the Parties will use a commercially reasonable replacement price that is calculated by the Seller. If Seller concludes that a change in any Law(s) increases Seller's costs, the Purchase Price may be adjusted by Seller to reflect such costs. "Law(s)" mean all tariffs, laws, orders, rules, decisions, taxes, regulations, transmission rates and Utility changes to Buyer's monthly capacity and/or transmission obligations.

4. **Billing and Payment:** Seller will invoice Buyer for the Actual Quantity of Commodity and for any other amounts incurred by Buyer under this Agreement. Payment is due within fifteen (15) days of the date of the invoice. If an invoice is issued and the Actual Quantity cannot be verified at the time, the invoice will be based on Seller's good faith estimate of the Actual Quantity. Seller will adjust Buyer's account following (i) confirmation of the Actual Quantity, (ii) any Utility discrepancy or adjustment or (iii) any other corrections or adjustments, including adjustments to, or re-calculation of, Taxes. Buyer will pay interest on late payments at 1.5% per month or, if lower, the maximum rate permitted by law ("Interest Rate"). Buyer is also responsible for all costs and fees, including reasonable attorney's fees, incurred in collecting payment. "Actual Quantity" means the actual quantity of Commodity that is either delivered or metered, as applicable, to Buyer's account. "Utility" means a state regulated entity engaged in the distribution of Gas or Electricity.

5. **Taxes:** Buyer is responsible for paying any Taxes associated with the Actual Quantity of Commodity sold under this Agreement that may become due at and after the Delivery Point. The Purchase Price does not include Taxes that are or may be the responsibility of the Buyer, unless such inclusion is required by Law. Buyer will reimburse Seller for any Taxes that Seller is required to collect and pay on Buyer's behalf and will indemnify, defend and hold Seller harmless from any liability against all Buyer's Taxes. Buyer will furnish Seller with any necessary documentation showing its exemption from Taxes, if applicable, and Buyer will be liable for any Taxes assessed against Seller because of Buyer's failure to timely provide or properly complete any such documentation. "Taxes" means all applicable federal, state and local taxes, including any associated penalties and interest and any new taxes imposed in the future during the term of this Agreement. Liabilities imposed in this Section will survive the termination of this Agreement.

6. **Disputes:** If either Party in good faith disputes amounts owed under Sections 3, 4, 5 and 8, the disputing Party will contact the non-disputing Party promptly and pay the undisputed amount by the payment due date. The Parties will negotiate in good faith regarding such dispute for a period of not more than fifteen (15) Business Days. In the event the Parties are unable to resolve such dispute, the disputing Party will pay the balance of the original invoice and either Party may exercise any remedy available to it in law or equity pursuant to this Agreement. In the event of a dispute other than for an invoiced amount, the Parties will use their best efforts to resolve the dispute promptly. Actions taken by a Party exercising its contractual rights will not be construed as a dispute for purposes of this Section. "Business Day" means any day on which banks are open for commercial business in New York, New York; any reference to "day(s)" means calendar days.

7. **Title and Risk of Loss:** Title to, possession of and risk of loss to the Commodity will pass to Buyer at the Delivery Point specified in the applicable Transaction Confirmation.

8. **Buyer's Usage Obligations**

A. **Material Usage Deviation:** If there is a Material Usage Deviation, Buyer will be

responsible for the losses and costs, including the costs of obtaining and/or liquidating the applicable volume, based upon the difference between the applicable Contract Quantity and Actual Quantity. Buyer will pay the amount of such losses and costs to Seller within fifteen (15) Business Days of Seller's invoice. "Material Usage Deviation" means any deviation in Actual Quantity at the Service Location(s) stated in the related Transaction Confirmation from Contract Quantity (or, as applicable, estimated Contract Quantities) stated in that Transaction Confirmation of +/- 25% or more, which is not caused by weather.

B. **Balancing Charges:** For Transactions involving the purchase and sale of Gas only, Buyer will be responsible for Balancing Charges unless Prior Notice of a material variation in usage is provided to Seller and actual usage is consistent with that Prior Notice. "Balancing Charges" means Utility fees, costs or charges and penalties assessed for failure to satisfy the Utility's balancing and/or nomination requirements. "Prior Notice" is defined as forty-eight (48) hours before the start of the Gas Day for which the material variation in usage will apply. "Gas Day" means a period of 24 consecutive hours as defined by the Utility. Buyer will make any payment due pursuant to this Section within five (5) Business Days of the date of Seller's invoice.

C. **Curtailments:** For Transactions involving the purchase and Sale of Gas only, if Buyer is directed by its Utility to curtail its usage, in whole or in part, Buyer will curtail as directed. If Buyer fails to curtail as directed, Buyer will pay or reimburse Seller for all Balancing Charges assessed by the Utility. Payment by Buyer of any Balancing Charges will be due within five (5) Business Days of the date of Seller's invoice.

9. **Force Majeure:** A Party claiming Force Majeure will be excused from its obligations under Section 2 as long as it provides prompt notice of the Force Majeure and uses due diligence to remove its cause and resume performance as promptly as reasonably possible. During a Force Majeure, Buyer will not be excused from its responsibility for Balancing Charges nor from its responsibility to pay for Commodity received. "Force Majeure" means a material, unavoidable occurrence beyond a Party's control, and does not include inability to pay, an increase or decrease in Taxes or the cost of Commodity, the economic hardships of a Party, or the full or partial closure of Buyer's facilities, unless such closure itself is due to Force Majeure.

10. **Financial Responsibility:** Seller's entry into this Agreement and each Transaction is conditioned on Buyer, its parent, any guarantor or any successor maintaining its creditworthiness during the Delivery Period and any Renewal Term. When Seller has reasonable grounds for insecurity regarding Buyer's ability or willingness to perform all of its outstanding obligations under any agreement between the Parties, Seller may require Buyer to provide adequate assurance, which may include, in the Seller's discretion, security in the form of cash deposits, prepayments, letters of credit or other guaranty of payment or performance ("Credit Assurance").

11. **Default:** "Default" means: (i) failure of either Party to make payment by the applicable due date and the payment is not made within three (3) Business Days of a written demand; (ii) failure of Buyer to provide Credit Assurance within two (2) Business Days of Seller's demand; (iii) either Party, its parent or guarantor, becomes Bankrupt or fails to pay its debts generally as they become due; or (iv) failure of either Party to satisfy any representations and warranties applicable to it contained in Section 13A or 13B and the failure is not cured within fifteen (15) Business Days of a written demand, provided that no cure period or demand for cure applies to a breach of Section 13A(c). "Bankrupt" means an entity (a) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it, (b) makes an assignment or any general arrangement for the benefit of creditors, (c) otherwise becomes bankrupt or insolvent, however evidenced, (d) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets, (e) has a secured party take possession of all or any substantial portion of its assets or (f) is dissolved or has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger).

12. **Remedies:** In the event of a Default, the non-defaulting Party may: (i) withhold any payments or suspend performance; (ii) upon written notice, provided that no notice is required with respect to Section 11(iii) or a breach of Section 13A(c), accelerate any or all amounts owing between the Parties and terminate any or all Transactions and/or this Agreement; (iii) calculate a settlement amount by calculating all amounts due to Seller for Actual Quantity and the Close-out Value for each Transaction being terminated; and/or (iv) net or aggregate, as appropriate, all settlement amounts and all other amounts owing between the Parties and their affiliates under this Agreement and other energy-related agreements between them and their affiliates, whether or not then due and whether or not subject to any contingencies, plus costs incurred, into one single amount ("Net Settlement Amount"). Any Net Settlement Amount due from the defaulting Party to the non-defaulting Party will be paid within three (3) Business Days of written notice from the non-defaulting



Party. Interest on any unpaid portion of the Net Settlement Amount will accrue daily at the Interest Rate. "Close-out Value" is the sum of (a) the amount due to the non-defaulting Party regarding the Contract Quantities (or, as applicable, estimated Contract Quantities) remaining to be delivered as stated in the applicable Transaction Confirmation(s) during the Delivery Period or, if applicable, the current Renewal Term, calculated by determining the difference between the Purchase Price and the Market Price for such quantities; and (b) without duplication, any net losses or costs incurred by the non-defaulting Party for terminating the Transaction(s), including costs of obtaining, maintaining and/or liquidating commercially reasonable hedges, Balancing Charges and/or transaction costs. "Market Price" means the price for similar quantities of Commodity at the Delivery Point during the Delivery Period or Renewal Term, as applicable. For purposes of determining Close-out Value, (i) Market Price will be determined by the non-defaulting Party in good faith as of a date and time as close as reasonably practical to the date and time of termination or liquidation of the applicable Transaction(s), and (ii) Market Price may be ascertained through reference to quotations provided by recognized energy brokers or dealers, market indices, bona-fide offers from third-parties, or by reference to commercially reasonable forward pricing valuations. The Parties agree that the Close-out Value constitutes a reasonable approximation of damages, and is not a penalty or punitive in any respect. Seller may, but need not, physically liquidate a Transaction or enter into a replacement transaction to determine Close-out Value or Net Settlement Amount. The defaulting Party is responsible for all costs and fees incurred for collection of Net Settlement Amount, including, reasonable attorney's fees and expert witness fees.

13. Representations and Warranties: Each of the following are deemed to be repeated each time a Transaction is entered into:

A. Each Party represents that: (a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business in those jurisdictions necessary to perform to this Agreement; (b) the execution of this Agreement is within its powers, has been duly authorized and does not violate any of the terms or conditions in its governing documents or any contract to which it is a party or any law applicable to it; and (c) it is not Bankrupt.

B. Buyer represents and warrants that: (a) it is not a residential customer; (b) it will immediately notify Seller of any change in its ownership; (c) execution of this Agreement initiates enrollment and service for the Delivery Period and any Renewal Term; (d) no communication, written or oral, received from the Seller will be deemed to be an assurance or guarantee as to any results expected from this Agreement; (e) if it is executing this Agreement in its capacity as an agent, such Party represents and warrants that it has the authority to bind the principal to all the provisions contained herein and agrees to provide documentation of such agency relationship, and (f) (i) it will provide, to Seller, information reasonably required to substantiate its usage requirements, including information regarding its business, locations, meter/account numbers, historical/projected usage, time of use, hours of operation, utility rate classes, agreements, schedules, which in substantial part form the basis for the calculation of charges for the transactions hereunder; (ii) acceptance of this Agreement constitutes an authorization for release of such usage information; (iii) it will assist Seller in taking all actions necessary to effectuate Transactions, including, if requested, executing an authorization form permitting Seller to obtain its usage information from third parties; and (iv) the usage information provided is true and accurate as of the date furnished and as of the effective date of the Agreement.

C. Each Party acknowledges that: (a) this Agreement is a forward contract and a master netting agreement as defined in the United States Bankruptcy Code ("Code"); (b) this Agreement shall not be construed as creating an association, trust, partnership, or joint venture in any way between the Parties, nor as creating any relationship between the Parties other than that of independent contractors for the sale and purchase of Commodity; (c) Seller is not a "utility" as defined in the Code; (d) Commodity supply will be provided by Seller under this Agreement, but delivery will be provided by the Buyer's Utility; and (e) Buyer's Utility, and not Seller, is responsible for responding to leaks or emergencies should they occur.

14. Other:

(a) This Agreement, and any dispute arising hereunder, is governed by the law of the state in which the Service Locations are located, without regard to any conflict of rules doctrine. (b) Each Party waives its right to a jury trial regarding any litigation arising from this Agreement. (c) No delay or failure by a Party to exercise any right or remedy to which it may become entitled under this Agreement will constitute a waiver of that right or remedy. (d) Seller warrants that (i) it has good title to Commodity delivered, (ii) it has the right to sell the Commodity, and (iii) the Commodity will be free from all royalties, liens,

encumbrances, and claims. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, ARE DISCLAIMED. (e) Buyer will be responsible for and indemnify Seller against all losses, costs and expenses, including court costs and reasonable attorney's fees, arising out of claims for personal injury, including death, or property damage from the Commodity or other charges which attach after title passes to Buyer. Seller will be responsible for and indemnify Buyer against any losses, costs and expenses, including court costs and reasonable attorneys' fees, arising out of claims of title, personal injury, including death, or property damage from the Commodity or other charges which attach before title passes to Buyer. (f) NEITHER PARTY WILL BE LIABLE TO THE OTHER UNDER THE AGREEMENT FOR CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES, LOST PROFITS OR SPECIFIC PERFORMANCE, EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT. (g) All notices and waivers will be made in writing and may be delivered by hand delivery, first class mail (postage prepaid), overnight courier service or by facsimile and will be effective upon receipt; provided, however, that any termination notice may only be sent by hand or by overnight courier service, and, if sent to Seller, a copy delivered to: Direct Energy Business, Attn: Customer Services Manager, 1001 Liberty Avenue, Pittsburgh, PA 15222; Phone: (888) 925-9115; Fax: (866) 421-0257; Email: CustomerRelations@directenergy.com. (h) If Buyer and Direct Energy Business Marketing, LLC entered into Commodity transactions prior to the execution of this Agreement ("Existing Transactions"), the Parties agree that these Existing Transactions shall be Transactions governed under the terms of this Agreement. This Agreement supersedes and replaces any other agreement that may have applied to the Existing Transactions. Note that this subsection (h) shall not apply to any Commodity transactions or agreements entered into between Buyer and Direct Energy Business, LLC (i) No amendment to this Agreement will be enforceable unless reduced to writing and executed by both Parties. (j) Seller may assign this Agreement without Buyer's consent. Buyer may not assign this Agreement without Seller's consent; which consent will not be unreasonably withheld. In addition, Seller may pledge, encumber, or assign this Agreement or the accounts, revenues, or proceeds of this Agreement in connection with any financing or other financial arrangements without Buyer's consent; in which case Seller shall not be discharged from its obligations to Buyer under this Agreement. (k) This Agreement may be executed in separate counterparts by the Parties, including by facsimile, each of which when executed and delivered shall be an original, but all of which shall constitute one and the same instrument. (l) Any capitalized terms not defined in this CMA are defined in the Transaction Confirmation or shall have the meaning set forth in the applicable Utility rules, tariffs or other governmental regulations, or if such term is not defined therein then it shall have the well-known and generally accepted technical or trade meanings customarily attributed to it in the natural gas or electricity generation industries, as applicable. (m) The headings used in this Agreement are for convenience of reference only and are not to affect the construction of or to be taken into consideration in interpreting this Agreement. (n) Any executed copy of this Agreement and other related documents may be digitally copied, photocopied, or stored on computer tapes and disks ("Imaged Agreement"). The Imaged Agreement will be admissible in any judicial, arbitration, mediation or administrative proceedings between the Parties in accordance with the applicable rules of evidence; provided that neither Party will object to the admissibility of the Imaged Agreement on the basis that such were not originated or maintained in documentary form. (o) Where multiple parties are Party to this Agreement with Seller and are represented by the same agent, it is agreed that this Agreement will constitute a separate agreement with each such Party, as if each such Party had executed a separate Agreement, and that no such Party shall have any liability under this document for the obligations of any other Parties. (p) This CMA may be terminated by either Party upon at least thirty (30) days' prior written notice; provided, however, that this CMA will remain in effect with respect to Transactions entered into prior to the effective date of the termination until both Parties have fulfilled all of their obligations with respect to the outstanding Transactions. (q) Buyer will not disclose the terms of this Agreement, without prior written consent of the Seller, to any third party, other than Buyer's employees, affiliates, agents, auditors and counsel who are bound by substantially similar confidentiality obligations, trading exchanges, governmental authorities, courts, adjudicatory proceedings, pricing indices, and credit ratings agencies; provided that if Buyer receives a demand for disclosure pursuant to court order or other proceeding, it will first notify Seller, to the extent practicable, before making the disclosure.

IN WITNESS WHEREOF, this CMA is entered into and effective as of the date written above.

BUYER: Town of Hooksett

SELLER: Direct Energy Business, LLC  
Direct Energy Business Marketing, LLC

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_



# Liberty Utilities

## CHANGE IN SUPPLIER SERVICE

### CUSTOMER VERIFICATION FORM

To: Liberty Utilities Supplier Services

Attn: Liberty.Noms@libertyutilities.com

I have read and understood the Terms and Conditions of Distribution Service and agree to be bound by the said terms and conditions. I further agree to pay the transportation rate in effect from time to time under the appropriate LDC rate schedule.

Customer Name: Town of Hooksett		
My Supplier is: Direct Energy Business		
ACCOUNT NUMBER(S)	METER NUMBER(S)	TYPE OF SERVICE <u>(Daily metered/Non Daily Metered)</u>
44568969-44212321		Non Daily
44568982-44212342		Non Daily
44569549-44213368		Non Daily
44570278-44214514		Non Daily

Please start Supplier Service with the above supplier on the next available date. I understand Non-Daily Service will begin on my next scheduled read date and Daily Metered service begins on the 1<sup>st</sup> of the month. I understand that this form must be received 10 business days prior to the start date. I also understand that Energy North customers who are in rate schedule 43 and 53 or who are using 350,000 therms or more per year are not eligible for Non-Daily Metered Service.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

AGENDA NO. 15-102

DATE: 12/16/15

**Staff Report  
Council Agenda Item  
December 16, 2015**

**Background:** Hooksett Fire Rescue would like to terminate the existing Medical Resource Hospital (MRH) agreement with the Elliot Hospital and enter into a MRH agreement with the Catholic Medical Center.

**Discussion:** As a licensed EMS Unit, Hooksett Fire-Rescue has been required to contract with a hospital obtain the education, guidance, professional support and medical direction to assist with the delivery of high quality care to members of the community. The Elliot Hospital has been the MRH for the Hooksett Fire-Rescue Department (HFRD) throughout the time the HFRD has been licensed as an EMS transporting agency. The Elliot Hospital was the MRH for the HFRD previous to that time as well. An MRH provides a medical director who provides oversight for our medical management of patients through established, current NH Patient Care Protocols. The MRH will assist with our CQI program; assist with continuing education and recertification needs. An MRH provides for the exchange of medications, and HFRD would use the CMC as the facility into which a controlled substance agreement is entered into.

Through meetings, educational opportunities and facility interactions during the course of regular business, we have found the CMC to be a good fit with the HFRD. We believe that the CMC will work diligently with us and for us as we work to improve our EMS delivery to our community.

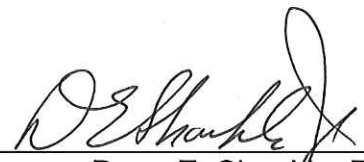
**Fiscal Impact:** There is no increase or decrease of operating costs with this change. It should be recognized, however, that the CMC philanthropy department has already contributed to HFRD, and when possible, we may seek to offset equipment or educational expenses whenever presented with those opportunities.

**Recommendation:** I recommend that the Hooksett Town Council approve the transition of the MRH agreement from the Elliot Hospital to the Catholic Medical Center

**Prepared by:** Acting Fire Chief Dean Jore



**Town Administrator Recommendation:** *concur*



Dean E. Shankle, Ph.D.  
Town Administrator

**Saf-C 5902.03 Medical Resource Hospital.**

(a) Each unit shall have a valid written agreement with only one hospital to serve as its medical resource hospital (MRH).

(b) Notwithstanding (a) above, each unit currently under agreement with more than one MRH may continue such relationship until a change in unit ownership occurs.

(c) A unit located in the state shall retain a NH acute care hospital as its MRH if such hospital exists as specified in (g) below.

(d) On-line adult and pediatric medical control shall be available to all NH units during an emergency event or patient transport and may be provided by any receiving hospital.

(e) Off-line adult and pediatric medical control shall be the responsibility of a unit's MRH.

(f) The MRH shall be responsible for oversight of the adult and pediatric patient care procedures of the unit and shall act as the intermediary between the unit and the receiving hospital/facility concerning patient care, on-line medical directives or provider conduct.

(g) Designation of a MRH by the unit shall be made on the basis of the hospital being geographically located nearest to the population served by the unit or which receives the majority of the unit's patients.

(h) A MRH may transfer its off-line medical control to any other hospital with prior agreement from both hospitals.

(i) Changes to a unit's MRH shall require written approval from the unit's current MRH and proposed MRH.

(j) Each unit and MRH shall retain a copy of the valid agreement and submit the agreement to the division in accordance with the provisions of these rules.

**PART Saf-C 5921 RESPONSIBILITIES BETWEEN MRH AND UNIT**

Saf-C 5921.01 Collaboration between Medical Director and Head of Unit.

(a) The head of unit and medical director shall collaborate with one another in regards to the following:

- (1) Education;
- (2) Advice;
- (3) Critiques;
- (4) Medications;
- (5) Treatment modalities and performance improvement.