

Revised: 02/18/2015

**TOWN COUNCIL AGENDA
Regular Meeting
Wednesday, February 25, 2015**

- 1. 6:30 PM - CALL TO ORDER**
- 2. ROLL CALL**
- 3. PLEDGE OF ALLEGIANCE**
- 4. SPECIAL RECOGNITIONS**
- 5. APPROVAL OF MINUTES**
 - a. Public: 02/11/2015
 - b. Non-public: 02/11/2015
- 6. AGENDA OVERVIEW**
- 7. PUBLIC HEARINGS**
- 8. CONSENT AGENDA**
 - a. Donation of \$500 from HealthTrust to the Hooksett Joint Loss Management Committee to support staff in workplace health & safety
 - b. Donation of \$20 in movie theater gift certificates from Renee Dudley to the Hooksett Family Services Dept.
 - c. Acceptance of an in kind match grant of \$1,800 from NH Dept. of Homeland Security to the Hooksett Police Dept. for software installation of Brandon Copsync on all in cruiser computers, dispatch consoles and administration computers within the police station.
- 9. TOWN ADMINISTRATOR'S REPORT**
- 10. PUBLIC INPUT: 15 Minutes**
- 11. NOMINATIONS AND APPOINTMENTS**
- 12. SCHEDULED APPOINTMENTS**
 - a. Union Representatives
- 13. 15 MINUTE RECESS**
- 14. OLD BUSINESS**
 - a. 14-101 Warrants – Library petitioned warrant article
 - b. 14-068 Vote on discontinuance of portion of Industrial Park Drive
- 15. NEW BUSINESS**
 - a. 15-009 Union Contract Signing
 - b. 15-010 Vote on Town Charter Changes Sections 5.9 Independent Audit & 9.1 Town Report for ballot
 - c. 15-011 Merrimack County Savings Bank Contract
 - d. 15-012 Town of Hooksett Personnel Plan – Amended Nepotism Policy
- 16. SUB-COMMITTEE REPORTS**
- 17. PUBLIC INPUT**

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

18. NON-PUBLIC SESSION

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

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

19. ADJOURNMENT

Public Input

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

TOWN COUNCIL MEETING MINUTES
Wednesday, February 11, 2015

CALL TO ORDER

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

ROLL CALL – ATTENDANCE

Donald Winterton, Todd Lizotte, James Levesque, Susan Orr, David Ross, Chairman James Sullivan, Dr. Dean E. Shankle, Jr. (Town Administrator)

Missed: Nancy Comai, Adam Jennings, Robert Duhaime

PLEDGE OF ALLEGIANCE

SPECIAL RECOGNITIONS

- a. ~~Hooksett Youth Achiever of the Month~~ (postponed until February 25 meeting)

APPROVAL OF MINUTES

- a. Public: January 28, 2015

T. Lizotte motioned to accept the public minutes of January 28, 2015 with edits. Seconded by J. Levesque.

Vote unanimously in favor.

- b. Non-public: January 28, 2015

J. Levesque motioned to accept the public minutes of January 28, 2015. Seconded by T. Lizotte.

Vote unanimously in favor.

AGENDA OVERVIEW

Chair Sullivan provided an overview of tonight's agenda.

PUBLIC HEARINGS

- a. Town Charter Changes Sections 5.9 Independent Audit & 9.1 Town Report

J. Sullivan: *"The Hooksett Town Council will be holding a public hearing on Wednesday, February 11, 2015 @6:30pm at the Hooksett Town Hall Council Chambers, 35 Main Street, Hooksett, NH. The purpose of the public hearing is to consider amendments to the Hooksett Town Charter in accordance with NH RSA 49-B:5."* On behalf of the Council, the public hearing is now open. The first item is Amendments Relative to Independent Audit (Article 5, Section 5.9). We are eliminating the sentence *"At least once every five (5) years the Council shall request that such audits be made by Certified Public Accountants other than those involved in such audits during any of the previous four years"* and replacing with proposed *"Council shall request a new auditing firm perform an Independent Audit of the Town every five (5) years."*

Dr. Shankle: The way it's written, we need to change auditors every four years and the idea is to move it out one year. It may have been the original intent, and as the Finance director explained previously, the industry standard is 5 years. This keeps us in line with the general best practices on the subject.

OPEN FOR PUBLIC INPUT

J. Sullivan: Seeing no comments, we will move on to the other item, Amendments Relative to Town Report (Article 9, Section 9.1). The request is to add *"(5) the prior year's audited financial statements; (6) a summary of the updated capital improvement plan with estimated costs and (7) the warrant from the annual meeting."* Why are we adding this?

Dr. Shankle: State law says we need to put them in; we have always put them in and are adding them to the Town Charter so there is no question. According to RSA 49-B:5, there is a requirement it be reviewed by Council, and I have a letter from the law firm Hage Hodes stating these proposed amendments are not in conflict with general laws or the constitution.

J. Levesque: The old statement that was in here regarding the audits every 5 years, it states the auditing firm can't be involved with any audits for the previous four years. I don't know why we didn't just change the amount of years because a separate firm needs to be hired. This five-year audit will be done by a different firm.

Dr. Shankle: There is an annual audit; this is saying that after five years we need to change where it currently states we need to change after four years.

J. Levesque: I like the previous wording that states they can't be involved with the town for the last four years.

Dr. Shankle: That's why it says "new" auditing firm.

J. Sullivan: We will close this public hearing at the end of the second public input and vote on it at our next meeting.

CONSENT AGENDA

- a. Donation of two (2) used printers from Town of Weare, NH to Hooksett Tax/Town Clerk office (\$684.00 total replacement cost)
- b. Donation of \$1,794.57 from The Friends of Kids Kaboose to the Hooksett Parks & Recreation Division
- c. Donation of \$25.00 from resident Edna Hemeon to Hooksett Family Service's Holiday Assistance Program
- d. Donation of \$1,990.36 from the Hooksett Police Association to the Hooksett Family Services Dept.

T. Lizotte motioned to accept the consent agenda as written. Seconded by J. Levesque. Vote unanimously in favor.

TOWN ADMINISTRATOR'S REPORT

- Received letter of resignation from Jacqueline D. Roy from her appointed position on the SNHPC. She is preparing to move out of town; there may be another letter coming to address her position on the ZBA.

T. Lizotte motioned to accept the resignation of Jacqueline D. Roy from her position on the Southern New Hampshire Planning Commission. Seconded by J. Levesque. Vote unanimously in favor.

J. Sullivan: We thank her for her service.

- Update on Lilac Bridge: The Coast Guard previously provided a letter stating the state was supposed to tear it down when they built the other bridge. They are now mooted that condition requiring demolition; what they now say is "*construction of the new pedestrian bridge will be covered under the auspices of the Coast Guard Authorization Act of 1982 which will not require application for a formal bridge permit.*" We are willing to take the bridge down before it falls down, but we are still waiting for state government to say can move ahead on any of it. Until that happens, we are still waiting.

D. Ross: Do we have that letter? If the state was required to take it down, why should the townspeople be paying for it?

Dr. Shankle: We received a letter from the Coast Guard that they are mooted the previous condition. We can still talk to the state about it. I just wanted to pass along what we received so you were aware. The state still has not said we can do anything with it either.

D. Ross: If the state knowingly gave the bridge to us with this previous stipulation being known to them, the state should bear the responsibility of tearing it down. There should be some push back that the state should be held liable for some of this cost (even if it's not tearing down the abutments). I'd like to see if the town attorney could put his hands on that letter.

D. Ross motioned to direct the Town Administrator to look into the possibility the state may be liable for some of the cost of the Lilac Bridge demolition. Seconded by J. Levesque.

T. Lizotte amended the request to convey the fact that we are ready to move as fast as the state in this matter. Seconded by D. Winterton.

Vote unanimously in favor of amendment.

Vote unanimously in favor of motion with amendment.

J. Levesque: I think even if they did give us the bridge, if they were required to take it down, we should pursue the fact that they didn't do it. It might save us \$1M – the cost of the foot bridge.

D. Winterton: Somewhere in the documentation in the transfer of bridge to town, if that was in full disclosure then that should be investigated.

- We talked about NH National Guard getting ready to purchase some property on Route 3 and it was going to the Governor & Council. Executive Councilor Pappas stopped it and they gave us 2 weeks to discuss. National Guard was very responsive. We met with Senator Boutin and they are willing to come to the next Planning Board meeting. They did purchase it because they were on a time limit. There is a special meeting of the Planning Board next Wednesday and Colonel Mikolaities will be there, so if you are interested in learning more, that would be your opportunity.
- Received a letter from our contact at the state regarding the Main Street Bridge. Contractors plan on starting work the last week of Feb (replacing bearings only, with no impact to traffic). They hope to implement the traffic control plan as of third week of April.

J. Levesque: Robie's Store closed again. I have been trying to get in touch with Tom Walsh to see what happened.

J. Sullivan: I know the Preservation Corp is meeting tonight. I assume they are aware of that situation and we will find out more about that.

PUBLIC INPUT: 15 Minutes

Marc Miville, 42 Main Street: I want to advise Council that a member of the Budget Committee resigned this past week, Nicholas Haas. The Committee has found an interim replacement in JR Ouellette for the remaining 4 or 5 meetings; he will be sworn in tomorrow. He already has the budget book and has been reviewing in preparation for tomorrow's meeting.

NOMINATIONS AND APPOINTMENTS

None

SCHEDULED APPOINTMENTS

- a. AFSCME (Public Works and Recycle & Transfer) Union – Harriett Spencer and Scott Marshall

J. Sullivan: Council voted to approve this contract as did the locals so we are in agreement. Tonight we will sign the contract. Dr. Shankle explained the key changes at our last meeting.

H. Spencer: With me is Scott Marshall, the unit chair here in Hooksett. We are looking forward to working with the insurance committee, and hopefully we can come out with something that will benefit both sides to keep the costs within a level we can all afford.

J. Sullivan: We will be discussing that insurance committee further on in the agenda.

Dr. Shankle: The dollar values on the warrant that the voters will see are: (2) 3% raises – one in the first year and one the second year; also, for the first year the employee contribution on health insurance premiums will go from 10% to 12% and the second year it will go from 12% to 15%. Depending on what happens with the health insurance committee, the union has the option of opting out of the second year and opening negotiations.

H. Spencer: We hope the committee is successful and we don't have to reopen negotiations. Everyone felt comfortable with approving this contract. We had good negotiations, and found it refreshing that both sides could be open, honest, and straightforward with their opinions.

D. Winterton: As a member of that committee, I'd like to thank Harriett for her professionalism. I was really satisfied with the professionalism that was displayed by your union.

OLD BUSINESS

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

J. Sullivan: We just signed the contract so we are moving on to the recommendation of the warrants.

b. 14-101 Warrants (Recommendations)

J. Sullivan: All items that have a monetary figure require a vote and a recommendation. If it isn't a monetary item, no recommendation is necessary but would be up to our discretion.

D. Winterton motioned to recommend the following article: "To see if the town will vote to raise and appropriate the sum of \$200,000.00 to be added to the Public Works Vehicles Capital Reserve Fund previously established." Seconded by D. Ross.

Roll Call

S. Orr – Yes
D. Ross – Yes
J. Levesque – Yes
D. Winterton – Yes
T. Lizotte – Yes
J. Sullivan – Yes

Vote 6-0 in favor of recommending.

D. Ross motioned to recommend the following article: "To see if the town will vote to raise and appropriate the sum of \$194,293.00 for the salaries, overtime, benefits, including uniforms and equipment to hire two (2) new full-time police officers." Seconded by T. Lizotte.

Roll Call

D. Ross – Yes
S. Orr – Yes
T. Lizotte – Yes
J. Levesque – Yes
D. Winterton – Yes
J. Sullivan – Yes

Vote 6-0 in favor of recommending.

T. Lizotte motioned to recommend the following article: "To see if the town will vote to raise and appropriate the sum of \$160,000.00 to be added to previously established Capital Reserve Funds and to apportion the sum among several funds as listed: Automated Collection Equipment - \$20,000.00; Drainage Upgrades - \$50,000.00; Parks & Recreation Facilities Development - \$15,000.00; Town Building Maintenance - \$75,000.00." Seconded by J. Sullivan.

Roll Call

J. Levesque - Yes
D. Ross - Yes
S. Orr - Yes
D. Winterton - Yes
T. Lizotte - Yes
J. Sullivan - Yes

Vote 6-0 in favor of recommending.

Dr. Shankle: For next article pertaining to the non-union raise, the sum of \$88,423.00 is the net of the 3% raise with the increase in employee health insurance contributions from 10% to 12%.

D. Winterton motioned to recommend the following article: "To see if the town will vote to raise and appropriate the sum of \$88,423.00 for salaries and benefits for non-union full-time and part-time Town and Library personnel at the current staffing level." Seconded by D. Ross.

Roll Call

T. Lizotte – No
D. Ross – Yes
J. Levesque – Yes
D. Winterton – Yes
S. Orr – Yes
J. Sullivan – Yes

Vote 5-1 in favor of recommending.

T. Lizotte motioned to recommend the following article: "To see if the town will vote to raise and appropriate the sum of \$70,000.00 to be added to the previously established Capital Reserve Funds and to apportion the sum among several funds as listed: Air Packs & Bottles - \$20,000.00; Fire Apparatus - \$50,000.00." Seconded by D. Winterton.

Roll Call

S. Orr – Yes
J. Levesque – Yes
D. Winterton – Yes
D. Ross – Yes
T. Lizotte – Yes
J. Sullivan – Yes

Vote 6-0 in favor of recommending.

S. Orr motioned to recommend the following article: "To see if the town will vote to raise and appropriate the sum of \$30,000.000 to be added to the Revaluation Capital Reserve Fund previously established." Seconded by D. Winterton.

Roll Call

D. Ross - Yes
D. Winterton - Yes
J. Levesque - Yes
S. Orr - Yes
T. Lizotte - Yes
J. Sullivan – Yes

Vote 6-0 in favor of recommending.

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

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

and further to raise and appropriate \$20,030.00 for the current fiscal year, such sum representing the additional costs attributable to the increase in salaries and benefits required by the new agreement over those that would be paid at current staffing levels." Seconded by S. Orr.

Roll Call

J. Levesque – Yes
T. Lizotte – Yes
S. Orr – Yes
D. Ross – Yes
D. Winterton – Yes
J. Sullivan - Yes

Vote 6-0 in favor of recommending.

T. Lizotte motioned to recommend the following article: "To see if the town will vote to raise and appropriate the sum of \$18 657.00 for the purpose of hiring a part time clerk/receptionist in the police department to work no more than twenty four (24) hours per week." Seconded by J. Levesque.

Roll Call

S. Orr – Yes
D. Ross – Yes
D. Winterton – Yes

T. Lizotte – Yes
J. Levesque – Yes
J. Sullivan – Yes

Vote 6-0 in favor of recommending.

J. Levesque motioned to recommend the following article: “To see if the town will vote to raise and appropriate tile sum of \$10,000.00 to be added to the Master Plan Capital Reserve Fund previously established.” Seconded by D. Ross.

Roll Call

D. Winterton – Yes
T. Lizotte – Yes
J. Levesque – Yes
D. Ross – Yes
S. Orr – Yes
J. Sullivan – Yes

Vote 6-0 in favor of recommending.

D. Ross motioned to recommend the following article: “To see if the town will vote to raise and appropriate the sum of \$71,997.00 for the salary, benefits, taxes and equipment for a full time Firefighter/EMT for the Fire-Rescue Department. If this article passes the operating budgets will be reduced by \$72,454.00 in overtime costs for the Fire Rescue Department which will create a savings in our daily operating costs.” Seconded by T. Lizotte.

D. Winterton: Do we still have to recommend since the estimated tax rate impact is \$0.00?

J. Sullivan: Even though it's a wash, let's just play it safe and follow our rules.

Roll Call

T. Lizotte – No
J. Levesque – Yes
S. Orr – Yes
D. Ross – Yes
D. Winterton – No
J. Sullivan – Yes

Vote 4-2 in favor of recommending.

J. Sullivan: Are we voting on the bottom line on the operating budget or do we do that at our next meeting?

Dr. Shankle: You won't vote on the operating budget until after the public hearing and you get a number from the Budget Committee.

J. Sullivan: Then we will vote prior to the deliberative session and then any changes will come back.

Dr. Shankle: You need to vote on this prior to March 20th since that is when the warrant needs to be posted. The Budget Committee public hearing is on March 5th. If they vote on a recommended number that night, you can deal with it at the March 11th meeting; if they wait until the following week (March 12th), you are going to need to have a special meeting on March 18th since the regular meeting on the 25th would be too late. We need to make sure there is a quorum since that only gives you one day to get it done.

J. Sullivan: The option is to meet on March 18th for a special meeting to deal with that and then we could cancel the meeting on the 25th meeting if we have a special meeting on the 18th correct?

Dr. Shankle: That is a possibility; we will have to make sure there are no public hearings posted on the 25th. We will know by the 11th.

J. Sullivan: Prior to the meeting we will vote on who will present these at the deliberative session.

NEW BUSINESS

a. 15-003 Auditor Contract Extension

C. Soucie: This is a one-year extension with our current auditors. They have been our auditors for the last 3 years and they have done a good job. Library and Sewer are also happy with their work, so we are recommending a fourth year.

T. Lizotte motioned to approve the Town Council Chair and the Town Administrator to engage with Plodzick and Sanderson, PA. to perform the Town's independent audit for FY ending 2015. Seconded by J. Levesque.

D. Ross: Any idea why there is such a disparity in the bids?

C. Soucie: Graham & Graham is out of Vermont and are trying to get into NH. I'm not sure why they would be so high if they are trying to get into NH. There are very few auditing firms; some need the work, and some don't, but I don't know why the range is that way.

D. Ross: If we need to change every 5 years, perhaps we need to reach out further in anticipation of finding a firm other than these people in another year.

C. Soucie: There is another company that did not bid who were our prior auditors; because they were our prior company they weren't allowed to participate in the bid process. There are other companies out there. We put it in the paper and on the website to get as broad a reach as we can.

Dr. Shankle: There are 3 or 4 who tend to do most of the auditing and they seem to trade around. They seem to come in at the right price at the right time. They watch the market closely and know which towns are coming up on their five years, as most towns do.

C. Soucie: Hooksett has a good reputation so they want to do business with us.

J. Levesque: This is the annual audit until we have to hire another firm at the end of the 5 years?

C. Soucie: Yes, correct.

Roll Call

S. Orr – Yes

D. Winterton – Yes

J. Levesque – Yes

T. Lizotte – Yes

D. Ross – Yes

J. Sullivan – Yes

Vote unanimously in favor.

b. 15-004 Public Works Department – Highway Division – Assistant Crew Chief job description

T. Lizotte motioned to approve the Assistant Crew Chief position for the Highway Division to help in management, as with Parks & Rec Division. Seconded by D. Winterton.

D. Winterton: Is there any issue with this job not being union?

L. Lessard: The union operator position was vacant and will not be filled.

D. Winterton: Are there any issues with the union losing a position?

Dr. Shankle: They are not losing a position; we are moving money from one position to another. We have that position in Parks & Rec and Highway is a bigger division. To have extra help in a management position will be good.

J. Levesque: This position answers to you or the Crew Chief in Highway?

L. Lessard: For daily operations he will answer to the crew chief but essentially will report to me.

Vote unanimously in favor.

T. Lizotte: I saw the Bobcat with the snow blower unit. What is the crew's impression?

L. Lessard: The operator likes it since it is better in higher snow elevations. He ran the old machine and he is doing fine with this new one.

T. Lizotte: I noticed the quality is so much better than previously. It's night and day comparison.

c. 15-005 Town of Hooksett Safety Manual – new policy "Hot Works (Contractor)"

T. Lizotte motioned to approve the new policy and permit on Cutting, Welding and Hot Work Operations for projects that are performed by outside contractors within the town, which will be added to the current Town of Hooksett's Safety Manual. Seconded by J. Levesque.

L. Lessard: Travelers Insurance recommended we add this to include outside contractors.

Vote unanimously in favor.

d. 15-006 Town of Hooksett Personnel Plan – new policy "Motor Vehicle Records"

T. Lizotte motioned to adopt the Town of Hooksett Personnel Plan Section 4 "Workplace Conduct" new policy Employment Driver's Records Checks effective February 11, 2015. Seconded by D. Winterton.

D. Winterton: Since there is an added cost to this, would we expect our insurance rates to go down or is this to keep them level so they won't go up?

D. Fitzpatrick: We just met with our Travelers representative and he said that by doing these preventive measures this might be a cost effective measure for our premiums in the future. It won't bring down our current contract but in quoting premiums in the future.

Vote unanimously in favor.

e. 15-007 Vote to adopt Other Ordinance #2015-1 Trustees of Trust Fund

J. Sullivan: We held that public hearing as required 2 weeks ago. According to our policy, we can now vote to authorize and approve that ordinance.

J. Levesque motioned to accept the Trustees of the Trust Fund Ordinance 2015-1. Seconded by T. Lizotte.

Vote unanimously in favor.

f. 15-008 Health Insurance Review Committee

Dr. Shankle: The Chair asked me to come up with a draft charge for the committee. *"The committee is charged to take whatever steps it deems necessary to review the current coverage and cost of town health insurance offerings and bring back to the Council options that would address both potential cost reductions while maintaining an appropriate level of coverage for all who are presently covered under town plans. It is expected that this will include a range of plans."*

T. Lizotte motioned the Town Council to direct the administration with moving forward in forming a new health insurance review committee for 2015 based on the committee charge and at the direction of the Town Administrator. Seconded by D. Winterton.

T. Lizotte: We have gone through this once before; in regards to the union negotiation teams this is one of the stipulations we have put forward. I think the majority of the staff (finance, human resources, etc.) understands the requirement going forward so we can leave it in the hands of Dr. Shankle to bring this committee to fruition and carry out the charge without any problems.

Vote unanimously in favor.

SUB-COMMITTEE REPORTS

- J. Levesque: No ZBA meeting this month; we should have a heavy load next month.
- D. Ross: Nothing to report.
- D. Winterton: Economic Development met and the next meeting is the last week of February which I am unable to attend. Planning Board has not met due to snow but scheduled a special meeting on the 18th. Budget Committee is moving forward and will look at the Town Council's budget tomorrow in part; the Committee was satisfied with the work Council had done in preparing the budget for them.
- J. Sullivan: We thank the Budget Committee for their work as well. Old Town Hall received architectural plans breaking down all aspects in different divisions on what we want to do. When we do proceed in taking one step at a time, we have to see which aspect(s) the funds will come from and may appear in different divisions (i.e., repair of the tin ceiling – one aspect would be the repair and the other aspect would be the painting). We are very careful on which aspects of the project we proceed. We have plans for making a presentation to Council and will put that on a future agenda, but otherwise it continues to move along at a good pace.
- S. Orr: Tiffany did her part for Hooksett Youth Achiever outreach mailing. I have the list to send out emails (hopefully this week) and she sent out notices to physical addresses.
- T. Lizotte: Nothing to report, Conservation was canceled due to snow.

PUBLIC INPUT

None

J. Sullivan: On behalf of the Council, I am going to close the public hearing on the Town Charter changes Sections 5.9 and 9.1.

NON-PUBLIC SESSION

- **NH RSA 91-A:3 II (a)** The dismissal, promotion, or compensation of any public employee or the disciplining of such employee, or the investigation of any charges against him or her.
- **NH RSA 91-A:3 II (c)** Matters which, if discussed in public, would likely affect adversely the reputation of any person, other than a member of the public body itself.

Roll Call

S. Orr – Yes

D. Ross – Yes

J. Levesque – Yes

D. Winterton – Yes

T. Lizotte – Yes

J. Sullivan - Yes

Vote unanimously in favor.

J. Sullivan motioned to exit non-public at 8:00pm. Seconded by S. Orr.

Vote unanimously in favor.

J. Sullivan motioned to seal the non-public minutes of 2/11/15. Seconded by T. Lizotte.

Vote unanimously in favor.

S. Orr motioned to adjourn at 8:00pm. Seconded by T. Lizotte.

Vote unanimously in favor.

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

Respectfully Submitted,

Tiffany Verney
Recording Clerk

AGENDA NO. Consent
DATE: 2/25/15

Staff Report

Acceptance of a Donation-Joint Loss Management Committee

February 25, 2015

Background: During the month of January Lee Ann Chase, member of the Joint Loss Management Committee attended a Health & Safety Coordinator Workshop sponsored by HealthTrust. By doing this the Joint Loss Management Committee was given a \$500 check to be utilized as the committee sees fit.

Issue: The committee would like the Town Council to accept this donation under RSA 31:95(b) so that the committee can begin to use the funds on workshops to support the staff in work place health & safety, possible prizes for work place safety contests, etc.

Discussion: To have the Town Council accept this donation so the committee can continue to provide workshops and motivational tools that promote workplace health and safety.

Fiscal impact: None

Recommendation: I recommend to Town Council accept the \$500 donation under RSA 31:95(b).

Prepared by: Lee Ann Chase, Joint Loss Management Committee Chairperson

Town Administrator Recommendation: *Consent*



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

AGENDA NO. Consent

DATE: 2/25/15

**Staff Report
Adopt-A-Family Donation
February 25, 2015**

Background:

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

Issue:

To accept a donation of \$20 in movie gift cards to the Hooksett Family Services Department.

Discussion:

Hooksett resident, Renee Dudley, donated two \$10.00 movie cards to the Regal movie theater in Hooksett to be distributed by the Family Services Department.

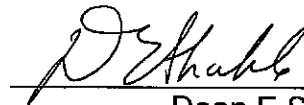
Recommendation:

Motion to accept the \$20 donation 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. Consent

DATE: 2/25/15

Staff Report
Acceptance of Grant Funds
February 25, 2015

Background: The Hooksett Police Department is seeking grant funds from the NH Department of Homeland Security to install a school safety software as an early Warning system for any violent action that may take place inside Hooksett schools.

Issue: To accept an in kind match grant of \$1,800.00 for software installation of Brandon Copsync on all in cruiser computers, dispatch consoles and administration computers within the police station.

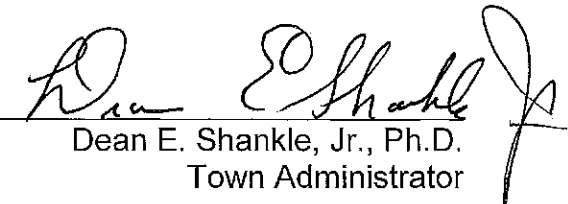
Discussion: The State of NH Department of Public Safety, Homeland Security and Emergency Management has partnered with Brandon Copsync as a statewide initiative to install early warning software in school districts and police departments across the State of NH. This partnership between the Hooksett School Board and the Police Department will help keep Hooksett Schools safer by giving school staff the ability to communicate with police in real time in the event of a violent incident. The software, once activated by the school staff member, alerts the closest police vehicle, as determined through GPS, that there is a situation at the school. The software provides the police the ability to communicate in real time with the staff at the school. The software also provides the responding officers with turn by turn directions to the school and an active building map to see where exactly the incident is happening.

Fiscal Impact: The grant is from NH Department of Homeland Security and will be given to the Hooksett Police Department for a total amount of \$1,800.00, the future fiscal impact will be a yearly fee of \$1200.00 for maintaining the software through Brandon Copsync.

Recommendation: Motion to accept the donation of \$1,800.00 with continued support for the \$1200.00 from future police budgets in order to maintain the software with Brandon Copsync.

Prepared by: Chief Peter Bartlett

Town Administrator Recommendation: Consent


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

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby mutually agree as follows:

GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name NH Department of Safety, Homeland Security and Emergency Management		1.2. State Agency Address 33 Hazen Drive Concord, NH 03305	
1.3. Grantee Name Town of Hooksett (VC#177412-B002)		1.4. Grantee Address 35 Main Street, Hooksett, NH 03106	
1.5. Effective Date Business Office Approval	1.6. Completion Date September 30, 2015	1.7. Audit Date N/A	1.8. Grant Limitation \$1,800.00
1.9. Grant Officer for State Agency Cindy Richard, EMPG Program Manager		1.10. State Agency Telephone Number (603) 223-3627	
"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1		1.12. Name & Title of Grantee Signor 1	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13. Acknowledgment: State of New Hampshire, County of _____, on _____ / _____ / _____, before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12.			
1.13.1. Signature of Notary Public or Justice of the Peace (Seal)			
1.13.2. Name & Title of Notary Public or Justice of the Peace			
1.14. State Agency Signature(s)		1.15. Name & Title of State Agency Signor(s) Elizabeth A. Bielecki, Director of Administration	
1.16. Approval by Attorney General (Form, Substance and Execution)			
By: _____		Assistant Attorney General, On: _____ / _____ / _____	
1.17. Approval by Governor and Council			
By: _____		On: _____ / _____ / _____	

2. **SCOPE OF WORK:** In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), pursuant to RSA 21-P:36, the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as "the Project").

Grantee Initials _____

Page 1 of 6

Date _____

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE: COMPLETION OF PROJECT.
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later (hereinafter referred to as "the effective date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits.
7. RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.
8. PERSONNEL.
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA: RETENTION OF DATA: ACCESS.
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
11. EVENT OF DEFAULT: REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
 - 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
 - 11.1.2 Failure to submit any report required hereunder; or
 - 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
 - 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
 - 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
 - 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
 - 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
 - 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION.
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
13. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.
16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or Subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
17. INSURANCE AND BOND.
- 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$2,000,000 for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
- 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
20. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.
21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
24. SPECIAL PROVISIONS. The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.



Civil Engineers
 Structural Engineers
 Traffic Engineers
 Land Surveyors
 Landscape Architects
 Scientists

Voted Best
 Engineering Firm
 In New Hampshire



February 2, 2015

Hooksett Town Council
 Town of Hooksett
 35 Main Street
 Hooksett, NH 03106

AGENDA NO. 14-068
 DATE: 2/25/15

**Re: Industrial Park Drive Discontinuance Request
 GE Aviation - Building Two Expansion
 30 Industrial Park Drive, Hooksett, NH**

Dear Town Council,

Following up on your September 24, 2014 meeting where Town Council voted to support the discontinuance of a portion of Industrial Park Drive and Lehoux Drive, pending Planning Board approval of GE's proposed Building Two Expansion, we offer the following update.

A lot consolidation plan and site plan package were submitted to the Town of Hooksett on December 16, 2014 for Planning Board consideration. The lot consolidation plan identifies a conveyance of 1.5711 acres of land associated with the right-of-way (ROW) of Industrial Park Drive and Lehoux Drive owned by the Town of Hooksett, as well as 2.9921 acres owned by the New Hampshire Business Finance Authority, to be conveyed and consolidated into a single lot. This plan was reviewed and conditionally approved by the Planning Board on January 5th, with final approval pending Town Council authorization to discontinue these portions of road. The Site Plan package was also accepted as complete on January 5th by the Planning Board and is scheduled for Public Hearing on February 23rd. Town Staff and the Town's review Consultant, Stantec, are recommending conditional approval of these items at that time. The traffic report associated with the project is being reviewed independently by the New Hampshire Department of Transportation (NHDOT), and we anticipate having feedback from NHDOT on the report and proposed traffic mitigation prior to the Planning Board's public hearing for Board consideration.

If you require any additional information or have any questions regarding this information or the project in general please do not hesitate to contact me at (603) 472-4488 or ngolon@tfmoran.com. The Project Team looks forward to discussing this request with you at your February 25th meeting.

Sincerely,
 TFMoran, Inc.

Nicholas Golon, P.E.
 Senior Project Manager

CC: Jo Ann Duffy, Town Planner

Staff Report
Charter Change Sec 5.9
February 25, 2015

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

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

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

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

Fiscal Impact:

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

Prepared by: Christine Soucie, Finance Director

Town Administrator Recommendation: *over*



Dr. Dean E. Shankle
Town Administrator

Staff Report
Charter Change Sec. 5.9 & 9.1
February 25, 2015

AGENDA NO. 15-010

DATE: 2/25/15

Background:

The Town Charter states in Sec. 5.9 Independent Audit:

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

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

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

NH RSA 40:13, II States:

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

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

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

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

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

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

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

Town Administrator Recommendation: *concur*



Dr. Dean E. Shankle
Town Administrator

Amendments to the Hooksett Town Charter as follows:

Amendments Relative to Independent Audit

Amend Article 5, Section 5.9 as follows:

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

Amendments Relative to Town Report

Amend Article 9, Section 9.1 as follows:

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

Staff Report
Merrimack County Savings bank
February 25, 2015

Background: Currently the Town has relationships with Citizens Bank, TD Bank, People's United Bank and the NH Investment Pool.

Discussion: The Treasurer would like to open a new relationship with Merrimack County Savings Bank to be able to invest excess funds. Merrimack County Savings Bank is a State chartered bank with a branch located in Hooksett.

The following are current interest rates for each bank:

Citizens Bank	.25%
TD Bank	.15%
People's United Bank	.30%
NH Investment Pool	.01%
Merrimack County Savings Bank	.25%


The Town's investment policy states that no more than 80% of the Town's fund can be invested with any one financial institution. Adding Merrimack County Savings Bank will give the Treasurer more flexibility.

Fiscal Impact:

Recommendation: To authorize the Council Chair to sign the contract with Merrimack County Savings Bank to establish a banking relationship for the Town of Hooksett.

Prepared by: Christine Soucie, Finance Director

Town Administrator Recommendation: *can*



Dr. Dean E. Shankle
Town Administrator

STAFF REPORT
TOWN of HOOKSETT – PERSONNEL PLAN - NEPOTISM

FEBRUARY 25, 2015

AGENDA NO. 15-012

DATE: 2-25-15

Background:

The Town of Hooksett Personnel Plan was last updated 02/11/15. Amendments to the Personnel Plan are now needed to Section 2 Pre-Employment Conditions and Criteria – Nepotism. The current nepotism language states the Town does not employ a relative, domestic partner or roommate of current employees within the same department. There are some departments, Public Works – Fun-in-Sun program, where it is common to have siblings (relatives) apply for support staff positions in which they do not directly supervise their sibling. The nepotism policy as written does not allow these siblings to be employed together.

Discussion

It is the intent of the nepotism policy that the Town not employ a relative, domestic partner or roommate of current employees within the same department if 1) the current employee will be directly supervised by the new employee or 2) the new employee will be directly supervised by the current employee. Supervisors are responsible for disciplining their direct support staff. If nepotism applies in the grievance process as the process goes up the levels, then the process would skip up to the next level.

Fiscal Impact:

None.

Recommendation:

Recommend that the Town Council motion to adopt the amendments to the Town of Hooksett Personnel Plan Sections 2 and 6 as attached effective 02/25/15.

Prepared by:

Donna Fitzpatrick, Administrative Services Coordinator

Town Administrator Recommendation: *Concurs.*



Dr. Dean E. Shankle, Jr.
Town Administrator

TOWN OF HOOKSETT – PERSONNEL PLAN

2. PRE-EMPLOYMENT CONDITIONS and CRITERIA

Nepotism. While the Town is committed to hiring the most qualified and capable individuals available for every position, it recognizes the importance of maintaining a collegial and positive work environment. Therefore, the Town will not employ a relative, domestic partner, or roommate of current employees within the same department if 1) the current employee will be directly supervised by the new employee or 2) the new employee will be directly supervised by the current employee. "Same department" includes all divisions within that department. For the purpose of this policy "relative" means spouse, civil union partner, child, step-child, parent, step-parent, grandparent, grandchild, sibling, aunt, uncle, niece, nephew, immediate first or second cousin, in-law, domestic partner, roommate. "Domestic partner" means adults who are in an ongoing relationship sharing a residence or not. "Roommate" means adults who platonically share a residence.

6. DISCIPLINE **VOLUNTARY DISPUTE RESOLUTION** **GRIEVANCE/APEAL PROCEDURE**

Grievance/appeal procedure. The grievance procedure applies only to a verbal warning, written warning, or suspension. It does not apply to a dismissal. A grievance is a procedure which an employee has the right to use if they feel they have been disciplined unfairly or are unable to resolve the issue using voluntary dispute resolution. It is defined as a dispute raised by an employee involving a decision made by a supervisor concerning discipline, excluding dismissal.

An employee who is not satisfied with the supervisor's response is urged to go to the Department Head and again try to resolve the issue. If the matter is not resolved by the Department Head within ten business days, the employee may then go to Human Resources to try to resolve the issue. If the matter is not resolved by Human Resources within a reasonable amount of time, the employee may then go to the Town Administrator to try to resolve the issue. If the matter is not resolved within a reasonable amount of time, the employee may then go to the Town Council to try to resolve the issue. The Town Council is the final step. The employee must follow all steps. On all steps, the employee must put their grievance in writing to the applicable person they are meeting with.

If nepotism applies in the grievance process as the process goes up the levels, then the process would skip up to the next level.

The Town urges every employee to follow through rather than be dissatisfied. A grievance will be investigated and the general findings and determination reported back to the employee.

Your suggestions and comments on any subject are important and the Town encourages you to take every opportunity to discuss them with us. Your job will not be adversely affected in any way because you choose to use this procedure.