

TOWN COUNCIL MEETING MINUTES
Wednesday, August 12, 2015

NON-PUBLIC SESSION

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

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

J. Sullivan motioned to enter non-public session at 5:30pm. Seconded by D. Winterton.

Roll Call -

D. Winterton – yes
T. Tsantoulis – yes
A. Jennings – yes
R. Duhaime – yes
M. Miville – yes
D. Ross - yes
J. Sullivan - yes

Vote unanimously in favor.

DISCUSSION #1 – Classification Pay Plan

D. Shankle: Facilitated discussion regarding Classification Pay Plan and recommendation to move Police Prosecutor position from a grade 22 to a grade 23.

R. Duhaime motioned to approve the Classification Pay Plan as presented dated 08/12/15 to move Police Prosecutor position from a grade 22 to a grade 23. Seconded by A. Jennings.

Roll Call -

R. Duhaime – yes
M. Miville – no
D. Ross – yes
A. Jennings – yes
D. Winterton – yes
T. Tsantoulis – yes
J. Sullivan - yes

Vote 6 in favor; 1 opposed = motion carries.

DISCUSSION #2 – Town Administrator Contract

Donna Fitzpatrick, Administrative Services Coordinator: Facilitated discussion regarding Dr. Shankle's Town Administrator contract with the Town of Hooksett for period 08/01/2015-06/30/2020 (see attachment "A").

D. Winterton motioned to approve Dr. Shankle's Town Administrator contract with the Town of Hooksett for period 08/01/2015-06/30/2020 as presented dated 08/12/15. Seconded by R. Duhaime.

Roll Call -

A. Jennings – yes
M. Miville – yes
R. Duhaime – yes
T. Tsantoulis – yes
D. Winterton - yes
J. Sullivan - yes

Vote unanimously in favor.

J. Sullivan motioned to exit non-public at 6:00pm. Seconded by D. Winterton.

Vote unanimously in favor.

Respectfully submitted by,

Donna J. Fitzpatrick,
Recording Clerk

CALL TO ORDER- PUBLIC SESSION

Chair Sullivan called the meeting to order at 6:00 pm.

ROLL CALL – ATTENDANCE

Donald Winterton, Nancy Comai, T. Tsantoulis, Adam Jennings, Robert Duhaime (left at 9:00 pm), Marc Miville, David Ross, Chairman James Sullivan, Dr. Dean E. Shankle, Jr. (Town Administrator)

Missed: James Levesque

PLEDGE OF ALLEGIANCE

SPECIAL RECOGNITIONS

APPROVAL OF MINUTES

a. Public: July 8, 2015

M. Miville: As Secretary of the Council, I have reviewed the votes tallied and confirm the accuracy of the minutes.

R. Duhaime motioned to accept the public minutes of July 8, 2015 with edits. Seconded by T. Tsantoulis.

Vote unanimously in favor. A. Jennings abstained due to prior absence.

b. Non-public: July 8, 2015

D. Ross motioned to accept the non-public minutes of July 8, 2015. Seconded by D. Winterton.

Vote unanimously in favor. A. Jennings abstained due to prior absence.

AGENDA OVERVIEW

Chair Sullivan provided an overview of tonight's agenda.

CONSENT AGENDA

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

D. Winterton: I'd like to thank everyone for their generous donations. Once a donation is made to a department, who determines where the funds are spent within the department (specifically items "a and b")? Is the money dedicated to a fund or determined by the Chief or this body?

Dr. Shankle: It depends on how the donation is worded; if it specifies a place, it would go there. If it's general, it goes to the department's budget and the Chief would determine how it gets spent.

D. Ross motioned to accept the Consent Agenda as written. Seconded by M. Miville.

Vote unanimously in favor.

TOWN ADMINISTRATOR'S REPORT

- The Attorney General for NH has come out with an updated memo on the Right to Know law; sent a memo previously in 2013 and sent it to all boards and committees at that time. We need to do this again so we can send it out to everyone who should get it.

Consensus to direct Chair to send letter with updates on RSA 91-A to all town boards and committees.

- Health Insurance committee update is coming up later.
- I'm working on some possible Charter changes. One of the things I'm going to put together for your consideration is moving the town meeting from April back to March to be in line with the School District. I spoke to the superintendent who said that moving to April would be difficult for them; they would have to send out pink slips and some people may have an issue with that timing. Another issue is there are 3 towns in the district so people would be voting at different times for the school board. I think those are good reasons. Another issue that this brings up is how to get more voter participation. I called Bill Gardner who does a lot of voter education. When I called him to ask what we can do, he suggested that we go back to a March meeting. For every town on a meeting schedule other than March, people aren't just paying attention. They think March is the time for town meetings; once that time has passed, people aren't really paying attention. We wouldn't need to change the fiscal year, but we may need to move Council seats. I don't think anything else would need to change.

N. Comai: By the town changing the vote to March, how does that impact pink slips and anything else the school district does?

D. Shankle: By moving to March, it wouldn't affect them. Moving to April to coincide with us would make it more difficult.

J. Sullivan: Traditionally by April 15, the school proceeds on hiring additional positions if they get approved based on the vote from March. Budget Committee would have to review both at the same time. I was a member of a Charter review board several years ago and that was brought up at that time also as something the Council may want to consider.

Consensus for Town Administrator to look into and proceed with moving the town meeting from April to March, beginning in 2017.

- Lilac Bridge engineering contract is coming up later.
- The organization of Police and Fire (public safety), anything you aren't seeing tonight you will see at a future meeting.

PUBLIC INPUT

NOMINATIONS AND APPOINTMENTS

a. Nomination: Jacqueline McCartin – Alternate to Full Member Parks & Rec Advisory Board

A. Jennings nominated Jacqueline McCartin from alternate to full member of Parks & Rec Advisory Board. Seconded by M. Miville.

J. Sullivan: Since Parks & Rec has appointed her as their Chair, we would need to waive the rules and appoint her tonight.

D. Ross motioned to waive the rules and appoint tonight. Seconded by M. Miville. Vote unanimously in favor.

D. Winterton motioned to appoint Jacqueline McCartin. Seconded by R. Duhaime. Vote unanimously in favor.

b. Nomination: Mike Horne – Alternate Parks & Rec Advisory Board

A Jennings nominated Mike Horne as an alternate to the Parks & Rec Advisory Board. Seconded by M. Miville.

D. Ross: This is a nomination so he will be appointed at the next meeting.

J. Sullivan: Nominations do not require a second; appointments do.

c. Appointment: Dan Lagueux – Economic Development Advisory Committee

M. Miville motioned to appoint Dan Lagueux. Seconded by D. Ross. Vote unanimously in favor.

- d. Appointment: Town Councilor(s) sub-committee – Parks & Rec Advisory Board AND Dept. Oversight Committee

A Jennings has been appointed to the Parks and Rec and Department Oversight subcommittees as Council rep.

J. Sullivan: Maybe there should be 3 so there would be a tie breaker; you can still conduct business with 2 and have no alternate.

M. Miville was appointed to the Department Oversight Committee as a member.

K. Rosengren: In the original motion for the committee, there were 3 full members and an alternate.

J. Sullivan: Mr. Ross will serve as an alternate.

D. Ross: Is there an alternate for Conservation Commission Council rep? We needed one this past Monday.

K. Rosengren: Rob Duhaime is the alternate.

SUBCOMMITTEE REPORTS

A. Jennings: Parks and Rec elected Jacqui McCartin as Chair, Deb Miville as Secretary and Vice Chair was also elected. I need to look and see who it was; you can come back to me.

T. Tsantoulis: Hooksett Youth Achiever meeting was held tonight. We selected a recipient, and we will present that at our next meeting.

R. Duhaime: Nothing to report.

M. Miville: Economic Development Committee has 115 business lined up and we are recruiting volunteers to interview between 2-4 business each. There will be 2 hours of training on 9/18 and they will have a couple of weeks to interview business (who will receive surveys in advance) based on their responses. We are currently looking for volunteers to meet with these businesses. Every committee member is tasked with 10 businesses to make sure the file with contact information is correct and updated. I received an email from the manager of the 99 Restaurant. They are closing on 8/24 for a few days for renovations and are having a grand reopening ribbon cutting ceremony on 8/27 at 5pm.

PUBLIC HEARINGS

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

J. Sullivan: *"The Hooksett Town Council will be holding a public hearing on Wednesday, August 12, 2015 at 6:30pm at the Hooksett Town Hall Council Chambers, 35 Main St, Hooksett NH. The purpose of the public hearing is to give the public Martin's Ferry Road, Hooksett, NH speed limit study data and to get their comments about this roadway for the Town Council to establish a speed limit for Martin's Ferry Road. The speed limit study is available for viewing in the Administration Department and questions should be directed to them."* I declare this public hearing open. Chief Bartlett and Captain Daigle are here to review the study.

D. Fitzpatrick: I'd like to let the audience know that there are copies of the study as well as Development Regulations material available on the front table if they would like to review any of these documents.

Chief Bartlett: We have had some residents on Martin's Ferry ask me to provide additional enforcement down there for speeding, noise and other traffic related issues. I wanted to gather some data so I mounted a radar device on a phone pole for a week in June 2014 and again in September 2014. Combined statistics were an average speed in September of 33 mph and 35 mph in June. 70% of the cars were between 29-38 mph in June and 19,169 cars were between 30-39 mph in September. September had more volume since school was in session. Under state statute we need an engineering

study to justify the reduction of speed. It should be posted at 30 and we needed the study to reduce it to 25. I don't know how it got posted at 25 mph, but it was. It's hard to enforce something that isn't legal. The residents were not satisfied with my survey, so Dr. Shankle had an engineering study done. It's my understanding that those results were similar to mine. I think statutorily the speed limit is 30 mph but is incorrectly posted at 25 mph, which is just my opinion.

Dr. Shankle: On page I-30 of the Development Regulations handout (*see attachment "B"*), there are highway classifications within the town – collector roadway, local roads and arterial highways. The definitions are on page I-4. There are only a few collector roads in town, and Martin's Ferry is one of them. It meets the criteria of the Chief's study and the traffic study as well, which is why it's our recommendation is to post it at 30 mph which is probably the legal speed limit since we can find any indication a traffic study was done before.

J. Sullivan: On page I-30, should all collector roads be posted at 30?

Dr. Shankle: The point of them being collector roads, you know there is going to be higher traffic and the Planning Board designated them as that. Since it is presumed the speed is going to be 30 unless it's posted lower, it's implied that they can handle normal traffic which would be a 30 mph road.

D. Ross: The traffic study isn't the only consideration in determining the speed limits in town. A traffic study is part of that, not the only thing to be considered. We are talking about a stretch of road that is 0.7 miles long, about 25 seconds of driving at 30 mph. I don't see any hardship in leaving it at 25. There are dynamics on that road which are unique to, as opposed to so many others. It is a "shortcut" to get from Manchester to Hooksett Rd. People often drive very fast on that road. The surface condition is rarely good, especially in the winter. It has 2 different bus stops where the kids have to walk to and stand on the street. There are students from the college, walking/driving/biking, on that road. I think there are a lot of dynamics of that road that require a lower speed limit. All the way into Manchester, it is a school zone. I see no hardships to drivers leaving it at 25 mph. Posted at 25 mph says to me that it's 30. Everyone knows they won't get a ticket for going 5 mph over. I consider the safety of the children and the parents firstly. This came up previously back in 2007; I have heard from a number of residents and they are totally opposed to this. I think we should be listening to them.

J. Sullivan: The process is after the public hearing the vote will be in 2 weeks.

N. Comai: You are saying that it's posted at 25 but have no legal authority to enforce that; can you elaborate?

Chief Bartlett: Under statute 265:63 and 265:62 it discusses the process and manner to alter speed limits, and it is based on engineering study. The engineering study says it should be posted at 30. Right now it's posted at 25 and I'm not going to enforce that speed limit if it's not legal.

N. Comai: There must have been something in the past that had it posted at 25.

M. Miville: The previous police chief unilaterally changed speed limits without consulting the Council, several years ago. There are several roads in town that do not have the correct speed limits posted. I'm not sure if it is in the minutes or not.

R. Duhaime: If the speed limit was changed to 30, it's enforceable.

Chief Bartlett: It's really 30 now, unless we find an engineering study that says it's not. The fact that the sign says 25 isn't really valid, in my opinion.

R. Duhaime: If this gets approved, the speed will be set at 30 and you can enforce it.

Chief Bartlett: We have written tickets over there; since 2014, we have issued 25 for an average speed of 43 mph. It is subjective based on the officer's discretion. The other side is credibility in court. If we bring someone in for 1, 2, 3 mph over the speed limit, the credibility needs to be maintained in front of the judge. We have to balance this; same thing with the deployment of resources and where we spend our

time. That is part of the decision making process when we ask voters to support more officers, so we have more proactive patrols.

A. Jennings: Reading the engineering study, it states changing the speed limit rarely changes the speed characteristics of the traffic stream. It recommends that it be set at 35; 85% of the drivers are driving above 35 already.

D. Winterton: I see this as we have a couple options: we could set it at 25 as a Council, but your feeling is you can't enforce it at 25 but you can at 30. Our other option is change to 30 so it can be enforced.

Chief Bartlett: If you vote to change it to 25, it needs to be based on the engineering study. This process started because we couldn't find the background to show it was properly posted at 25.

J. Sullivan: Whatever we decide to post it at, you have the authority to enforce it at your discretion.

Chief Bartlett: I hope so.

M. Miville: If we vote to keep it at 25, the study doesn't back it up and you said we need the study to back up the current speed limit.

Chief Bartlett: The statute says "shall use." In my opinion, we need to have something that sets the speed limit if it's less than the state regulated 30 mph zone, such as an engineering study as required by law. What you do with that is up to you.

D. Ross: There is a document somewhere listing all the roads in town and posted speed limits. I had to resign my position in 2010 before all this was done. We checked with the attorney at the time; it's not just the engineering study. The town can appoint someone to set the speed limits, based on expertise. There were extensive discussions regarding the various speed limits throughout the town. At the time there was a consideration of using the police chief, as well as the health department/Public Works and someone from the Council to be on the committee. The RSA requires it has to be done through a process, if I'm correct. The traffic study is not the only factor to consider in making this decision. We are using it as a basis for our determination. You have to have some legitimacy on a ticket when you take them to court. People are going 40 mph on that road. It's not safe, especially for younger drivers. Speed limits are so we are not duly impeding the flow of traffic. An extra 2 or 3 seconds of driving is hardly impeding the flow of traffic on that road.

J. Sullivan: This is the hearing to get the information for the official posting. There is a safety committee which includes the Chief, Town Planner and Director of Public Works. Can you indicate if they concur with the recommendation?

Chief Bartlett: Back then, we didn't conduct an engineering study, however the 2 surveys can be used as an engineering study according to the statute. I didn't see it, at the time, as a major problem based on the data we collected.

T. Tsantoulis: The town paid for an engineering study and we have the Chief before us indicating that it would be easier to enforce a posted speed of 30. The engineer indicated the road will support a higher speed limit. These are things we need to take into consideration. It's probably irrelevant on how it got there. I understand the enforcement issue and we need to support the police department.

J. Sullivan: Is anyone from the public here to comment on this subject?

David Smith, 26 Martin's Ferry Rd, Hooksett: I want to thank the Hooksett PD for taking the time to do these surveys, although we disagree on the outcome, they did do something very productive. I'm going to prove how productive it was which I think it will contradict some of the views. The first survey was in June 2014 over approximately 10 days; 91% were driving over 25 mph. That is pretty extreme. 35 mph and over was 40% of the traffic. That is 10 mph over the speed limit. I don't think any of us would expect to be able to drive 10 mph over the speed limit and not get pulled over. If we did then speed limits would be useless. When that survey was done they came back and were satisfied and didn't think it was extreme. The traffic at that time was pretty light. The September 2014 survey was over 7 days; there

were 96% more vehicles than the first study. This is a major road for dump trucks, tow trucks, etc. It's based on safety and speed. We have 2 schools on that street; my house is only 20' off the road. When I bought my home, the street was posted at 25 mph and that was one of the considerations when I bought my home. 86% of the cars in the second survey were speeding at 26 mph and above. 12,597 were going 35-53 mph; these are real numbers. The study that the town paid for has given us some good information. They ran this study for one day, 50 cars each direction. I'm not sure that is a good perspective of volume on that road. 85% were traveling at 38 mph; that's pretty drastic. I wouldn't expect the police to pull anyone over doing 31 mph. If you know there is a police presence on that street, I think it would greatly reduce the speeding on that road. There are 31 driveways, 4 intersections, 2 commercial buildings on one end of it, Underhill School (485 students, 58 staff), SNHU has 3,000 in-house students (and about 200 faculty) and half probably drive by our house. I'd like to address what Mr. Ross said about every road has dynamics. There is a runner in my house and she feels like she is taking her life in her hands by running on that road. The study references there will always be a difference of opinion of what is reasonable. I'd like Council to vote in favor of keeping it at 25 and have our police reasonably enforce that. 12,597 cars in 7 days were going over 35 mph; that is a lot of tickets. Thank you.

Matt Harding, 32 Martin's Ferry Rd, Hooksett: I want to express that my concern with raising the speed limit is the pedestrians on that road. The shoulder of the road is less than shoulder width. If I am trying to bike or push a stroller, it's not a comfortable situation. Increasing the speed limit would reduce the reaction time of drivers to make maneuvers to avoid pedestrians/oncoming traffic, and I'm concerned that would create unsafe situations. Thank you.

Robin Dupuis, 21 Martin's Ferry Rd, Hooksett: My concerns are the same as everyone else's. Daily, at some point on that road, I see an accident just missed. Whether it is a car rear-ending another car or a child crossing the road and a car is speeding down there. Safety should be a consideration, not just needing another police officer or not. I have a dog and I also have children. A couple years ago, during the school year, there were lots of cars all going over 30 mph and my dog happened to run across the street to see another dog. I knew he would be killed because of all the traffic and how fast they were going. There was a woman bringing her child to Underhill and she was going 25 mph, and she hit my dog. We took him to the vet and they said he would have been killed if she was going 5-10 mph faster. All I can think about is if that was a child; they would not have made it. I would encourage you all to drive that road a few times before you make a decision. When 2 school buses pass each other, the kids can high five each other. Adding 5-10 mph to that, you are asking for problems. I'd also encourage maybe looking into a sidewalk on that road. Day and night young people are walking there. I hope you vote to keep it at 25. Whatever the speed limit is, you know they are going faster than that. If you move it to 30 or 35, now they are traveling at 40 mph or more. Just a thought, thank you.

J. Sullivan: I have 2 letters from residents to read into the record. (*see attachments "C" and "D"*)

Lorie Wilkinson-Bell, 18 Martin's Ferry Rd, Hooksett: I am here to tell you that in the experience of walking the road, just from the shoulder to the top of the hill, it's very dangerous. I am a runner and biker and feel like I need to increase my speed to get to the sidewalk at SNHU just to feel safe. My daughter, who is from out of state, was very nervous pushing her children in the stroller. The trash is increasing; every week we see more and more. When the time changes and it gets darker earlier, it will be harder to see the students who dress in dark colors, walking to get food and groceries, etc. They are putting their life in your hands. I was running at one time and a female police officer turned her car sideways to slow the traffic so I could get by. I can't imagine increasing the speed limit there. I haven't seen many officers going by. The volume of tractor trailer trucks – I'm not sure if they are over the weight limit for the bridge - but it shakes the house. At 9:30pm I have to close my windows because when traffic is leaving night classes, I can't hear anything. There needs to be something done about it.

David Breault, 28 Martin's Ferry Rd, Hooksett: I am retired and see different traffic at different times of day. I went out and measured the road from the yellow line to the white line and it was 9.5'. That doesn't leave a lot of room; from the white line over, I don't know if it's even a foot. For anyone walking, it's impossible. There is nowhere to park, so please consider the width of that road also – it's very narrow. Thank you.

Pat Dietrich, 30 Martin's Ferry Rd, Hooksett: At the end of the road there is a 10 ton weight limit on that bridge. If you raise the speed limit to 30, you have the trucks going faster. Add to that the 10 ton weight

limit on the bridge at the end. How do you say it's safer if you increase the speed limit, keeping that in consideration?

Chief Bartlett: We would have to have some method to weigh them. State police have portable scales but we are not certified. There have been a lot of changes with the state police and trucks. Over the last few years, the federal and state have taken local ability away from local jurisdictions and put that back on the state. Without training on weighing trucks I don't know how we would deal with that.

P. Dietrich: I am a truck driver and the Gross Vehicle Weight is posted on the side of my truck; each truck has a classification and it has to be posted on the side of any commercial vehicle.

D. Ross: It's a stone bridge and that is why it's legally limited at 10 tons.

P. Dietrich: A 26,000 pound truck exceeds the 10 ton weight.

T. Tsantoulis: We seem to have wandered off the original subject of the speed limit. I assume the town owns the bridge, but I believe we need to consider that at a later date.

J. Sullivan: Council will be voting at our next meeting on the official posting of the road. The police have raised the concern that they are not able to enforce a speed limit that has not been properly posted. Regardless of whatever the posting is, the police can use their resources to promote safety on that road.

R. Duhaime: Times have changed; we have major highways going through Hooksett. The town doesn't have control over the state roads, the state does. This is a road that is taking the overflow from the state roads. When I was on the Planning Board, we talked about how many buildings they were going to put in before we would put sidewalks in from the campus to DW Highway. SNHU keeps expanding and it's going to turn into increased traffic volume. There have not been any improvements on Martin's Ferry in a long time. No matter what we set the speed limit at, I don't think it's going to solve the problems that are out there.

D. Ross: Raising the speed limit is not going to be an improvement of any sort. When you have school buses going in opposite directions, and there is a pedestrian on the road, I have to cross the center line if I want to avoid hitting that person. That is putting myself and the oncoming driver in danger. I see no benefit in changing the speed limit at all. To correct a presumption made by Councilor Tsantoulis, it would be easier to enforce a legally posted speed limit. Regardless of the speed, that has nothing to do with the police ability to enforce it.

M. Miville: It is in my district as well as Councilor Ross's district, and I am struggling with this. I have driven that road on 6 different occasions at different times. I had a hard time keeping my car at 25 mph. According to these surveys, not one single car was traveling at 25 mph; the lowest speed was 27 mph.

D. Smith, 26 Martin's Ferry Rd, Hooksett: We all find it hard to do certain things, but if it's the law, that's what we have to do. It's a safety issue. We all speed, no one is perfect. We aren't looking at the 26 mph speeder.

J. Sullivan: We will close this after the second public input and vote on the speed limit at our next meeting. We thank everyone for coming.

5 MINUTE RECESS

SCHEDULED APPOINTMENTS

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

J. Sullivan: We have 3 members of the health insurance committee here tonight.

D. Fitzpatrick: We are here tonight to present to you recommendations for the health insurance for 2016. We have Matt Bose, committee chair, and Bill Bald our committee consultant. We also have 3 presenters from the health insurance carriers: Candace Schaefer and Melissa Briggs from Health Trust; John O'Leary from NHIT and Bob Bergan from CGI. We have some of the committee members in the

audience also. The members are here to answer questions tonight, or they are willing to come to a future meeting for a formal presentation if you prefer that.

M. Bose: The committee asked me to put a letter together as an overview (*see attachment "E"*). The last statement directly relates to the excise tax and we are willing to come back before that takes effect in 2018. You will want to engage in a formal RFP process as these numbers are based on the previous months and years to give you these estimates. I will pass it off to Mr. Bald for his presentation.

B. Bald: I came in mid-stream with the committee. They had done a lot of legwork that made my job much easier (*see attachment "F"*). National Perspective: Typically government sector premiums are higher than commercial sector. New England has the highest health care costs in the nation; the cost of health care is driving those costs. We go into a lot of detail on how the town of Hooksett compares on a number of values, including co-pays. Hooksett is considered Platinum under the ACA; there are 4 tiers of plan designs – platinum, gold, silver and bronze.

D. Winterton: Is there a platinum plan design in NH?

B. Bald: There is one with one small group carrier and they are an anomaly. It's Maine Community Health Options.

D. Winterton: Was there one in 2014?

B. Bald: No there was not. Bronze is the minimum level that meets the ACA. Narrow networks limit the choice of providers for plan participants. 20% of health care dollars is taken up by prescription drug costs. The average wholesale price is \$178/month for brand name drugs and \$11/month for generic drugs. Medical Loss Ratio looks at demographics which impacts pricing for health plans. In NH, as you move further north in the state, the costs of health care increases. Insurers that have a larger market share tend to get better rates because they have the volume. You are trending well in early 2015, year to date. You are attractive to insurers with this MLR. \$3000 hospital services deductible; HRA is a promise by the town to pay claims subject to the deductible. Health Trust offers higher deductible options coupled with an HRA. These are 2015 rates; 2016 rates are not available at this time.

D. Winterton: If the town funds an HRA and an employee goes to a specialist for a co-pay of \$50, who pays that?

B. Bald: The employee; the HRA is set up to pay for the hospital services. The "Cadillac Tax" is uncertain, depending on what happens in the 2016 election. Employee deductibles are not included in the calculation.

D. Winterton: Would you expect the tax to be paid by the employer or shared with the employee?

B. Bald: That depends on the employer. If you are on a fully insured plan it will be the responsibility of the insurer to collect and pay that tax. It is based on the full amount of the premium, regardless of how much the employee or employer pays. It also includes contributions to Health Savings Accounts and health FSA's and HRA's. The IRS is counting on that income. It only looks at cost, not quality of coverage.

D. Winterton: If someone goes to the commercial market, I pay much less than what this shows. Is this partly because our over 65 population is included in our medical loss ratio?

M. Briggs: Yes, we include the Medcomp employees as well. This is secondary coverage, so Medicare ultimately pays most of the claims.

D. Winterton: If we cover retirees over age 65, can they adversely affect our medical loss ratio, impacting rates for a 25-year old?

M. Briggs: Yes, that is correct.

D. Winterton: If we had a retiree who goes to the private marketplace, can they come in and out of our program?

D. Fitzpatrick: Most of the time, they cannot. There is a slight possibility, if they are in the NH retirement system, they may be eligible. It would be up to the provider to make that decision (NHIT or Health Trust).

D. Winterton: Is the buyout rate of 50% of the annual cost a result of surveying other towns? And is that 50% of any plan they pick or is that 50% of our lowest plan they might be eligible for?

D. Fitzpatrick: We looked at other communities and we found we are on average but could be a little higher. The 50% cost of insurance is based on the higher tiers we were looking at.

D. Ross: If someone opts out, if that amount is below the threshold, that is free of any Cadillac Tax correct?

D. Fitzpatrick: We pay \$2400 annually to anyone who opts out; if they opt out, they would not be on the health insurance so there would not be any Cadillac Tax.

B. Bald: There is a huge disparity in the cost of health care in NH. Shopping tools are very beneficial to your employees as well as your medical loss ratio.

D. Winterton: If we had a high deductible plan and the consumer was paying out of pocket, you would drive the extra few miles to save significant dollars. We might save money in 3 years, but what is the cost benefit to the employee? We are trying to change behavior because we are heading toward the Cadillac Tax.

B. Bald: Police, Fire and Public Works unions support the NHIT recommendation.

T. Tsantoulis: What are the incentives for a generic prescription?

B. Bald: A lower co-pay.

D. Winterton: So right now we are paying \$10/month for a 90-day supply of medication and the "carrot" would be to go to \$0 co-pay for a savings of \$3.33 month, hoping to change behavior.

B. Bald: That's the recommendation; the other "carrot" would be the \$127,000 in premium savings and being able to possibly push back the excise "Cadillac" tax.

D. Ross: Another "carrot" to offer, is if the town has a savings of \$127,000, they will be less likely to push for more contributions from employees. Anything we can encourage them to do to keep the cost of health care down, we should.

B. Bald: If you educate your employees about the medical loss ratio, they are paying a percentage of the premiums and that is going to increase.

R. Duhaime: I think this is long overdue. Why would we pay all these benefits and not review it every year? This is a win-win and I hope it happens.

N. Comai: I want to make sure that we as a group remember that our end goal is continue to allow employees to have some skin in the game. I hope our aura isn't changing because we are saving some money. The 3 union groups – by having their buy-in is going to save the Administration and the re-negotiation of the new contracts. We gave them an opt-out in case they didn't like what you came up with. Thank you to all of you for putting in the hours to do this project. You have saved an immense amount of time in the long run in other areas such as union negotiations and the desire of the board to get everyone moving in the same direction in town.

B. Bald: I was very impressed with the way the committee was engaged in this. They were looking for a win-win versus an adversarial approach. They realized there were 2 sides to this story – tax impact and having a reasonable plan.

D. Winterton: I'd like to thank the committee immensely for taking on this challenge and all the hard work.

D. Fitzpatrick: We are looking for a consensus this evening to move forward with a formal RFP process in the fall. All of the rate info presented was from 2015; the meeting is October 16 so by the end of October we should have the formal rates from Health Trust to move forward with an RFP. Secondly, is the union negotiations. They put in opt-out language into the second year of their contracts. They were looking at doing that in September and since our rates will not come out until October, according to the town attorney, we can ask them for an extension to wait until the new rates come out. We wouldn't have to go back to the voters to have them vote on the contract again that they voted on in May 2015.

D. Ross: Does the calendar year vs. fiscal year impact budgeting? I'd think that would make it easier.

D. Fitzpatrick: We can look into seeing if these carriers offer that. If we decide not to continue with our current carrier, Health Trust, they require a 60-day opt-out and there is a 2-year restriction before we can go back to them.

D. Winterton motioned to direct Town Administrator to approach the unions and see if they would be willing to extend their deadline until formal rates are received. Seconded by A. Jennings. Vote unanimously in favor.

D. Winterton motioned to direct Town Administrator to move forward with a formal RFP process to get bids and include the current recommendation. Seconded by T. Tsantoulis. Vote unanimously in favor.

M. Miville: I'd like to recognize Dr. Shankle for his leadership on this and commend all their efforts on a job well done.

OLD BUSINESS

a. 14-066 Lilac Bridge Update – Engineering Contract

J. Sullivan motioned to approve the engineering contract for the Lilac/Village Bridge with Dubois and King in the amount of \$132,450 and authorize Dr. Shankle to sign the contract. Seconded by M. Miville.

Roll Call –

T. Tsantoulis – Yes

D. Ross – Yes

R. Duhaime – Yes

A. Jennings – Yes

D. Winterton – Yes

M. Miville – Yes

N. Comai – Yes

J. Sullivan – Yes

Vote unanimously in favor.

b. 15-021 Reorganization of Department of Public Works – New Job Descriptions 1) Recycling & Transfer Division Asst. Crew Chief and 2) Highway Division Building Asst. Crew Chief

D. Boyce: I have a change to the Asst. Crew Chief for Building Maintenance so I am giving you an updated version right now (see attachment "G").

J. Sullivan motioned to approve the Recycling & Transfer Asst. Crew Chief job description. Seconded by D. Winterton. Vote unanimously in favor.

Dr. Shankle: I have no problem with the changes that she has proposed to the Building Asst. Crew Chief.

J. Sullivan motioned to accept the Highway Division Asst. Crew Chief job description with proposed changes. Seconded by A. Jennings.

A. Jennings: Will there be training available to achieve these certifications and licenses?

Dr. Shankle: If people came in with these requirements, they would have a leg up on the job, but to say these are a minimum requirement isn't realistic.

M. Miville: I assume these positions will be posted publicly for anyone to apply for, not just the people in the department?

D. Boyce: This is part of the reorganization; the Recycle & Transfer Asst. Crew Chief is a new position.

D. Winterton: Are these new positions part of the bargaining unit?

D. Boyce: No.

Vote unanimously in favor.

NEW BUSINESS

- a. 15-055 Acceptance of Conservation Easement Deeds 1) Manchester Sand, Gravel & Cement Co., Inc. "The Villages at Head's Pond" "Head's Pond" "Great Pond" "Town Pond" "Small Pond" parcels 3-1, 3-5, 3-19, 3-29, 14-2, 14-4, and 2) Carriage Manor of Hooksett Condominium Association conversation property to the south of Head's Pond in Hooksett, NH parcel 6-22-75.

D. Ross motioned to allow Dr. Shankle to sign the Conservation Easement Deeds for the Villages at Head's Pond and Carriage Manor. Seconded by T. Tsantoulis.

Vote unanimously in favor.

- b. 15-056 Approval of DRED contract to accept grant money allotted for Merrimack Riverfront Trails

D. Ross motioned to approve entering into the Recreational Trails Program Grant Agreement and authorize Dr. Shankle to sign the agreement. Seconded by D. Winterton.

Vote unanimously in favor.

- c. 15-057 Adopt Changes to Administrative Code

A. Jennings motioned to adopt the amendments to the Administrative Code as presented effective 08/12/2015 and to remove the reference to the Tri-County Solid Waste Committee. Seconded by D. Ross.

Vote unanimously in favor.

- d. 15-058 Adopt Changes to Town Council Rules of Procedures

D. Winterton motioned to adopt the amendments to the Town Council Rules of Procedures as presented effective 08/12/2015. Seconded by A. Jennings.

M. Miville: Did we pass over attaching stipends to attendance?

J. Sullivan: We have approved that under the Administrative Code. I think that is a good agenda item for a future meeting.

Vote unanimously in favor.

SUB-COMMITTEE REPORTS

N. Comai: Record retention committee meets soon; we haven't met since our last meeting.

A. Jennings: We voted David Elliot as Vice Chair of Parks & Rec.

J. Sullivan: Heritage Commission – there was a request from the Planning Board to subdivide property on University Heights. It was an old slaughter house that burned many years ago. It is not historical but we are going to do some historical archival to collect photos for public record. It is the last house on Main St. The dedication of the Hooksett Airport marker is coming up; I'll have more info at our next meeting.

D. Winterton: Planning Board -the situation is to make a minor subdivision to the property on University Heights to make 2 lots out of 1. One issue is the driveway isn't where the state wants it so they have to

go back and work that out. The frivolous part is they thought it was the foundation of an old garage with old car parts in it. One of the applicants mentioned it was the old slaughterhouse so we want to make sure there are no historical aspects before we make the final decision. We are starting to get busy in town which is good. Town Engineer was at the previous meeting. We got him together with an applicant there which turned out to be very fortuitous. They left to figure out a solution where previously the application have gone to a consulting engineer which would have probably created billable hours for the applicant. Sewer Commission voted to fund an investigation for a composting facility. They paid the engineering fees to investigate that, and the contract was awarded to Stantec. Hooksett Youth Achiever met tonight. We selected a winner and will present at the next meeting pending the availability of the recipient.

D. Ross: I missed Conservation Commission this week but they went over what has been discussed tonight. We had a presentation from the engineering group going over the relocation of one section of the trail plan to make it acceptable so it would go through. It was a good discussion on how crossings would be dealt with and the continued use of agriculture and the land because that is part of the whole project. The intern, Mila Paul, was amazing. What a benefit to the town. She pointed out a lot of things that needed to get done. She also was very interested in possibly volunteering for another intern position having to do with the forestry plan that we don't have. That is part of her course of study coming up. It came up that it seems to be difficult to get interns for the town. I don't know any of the details, but it was brought up. It would be such a benefit to both us and the students. It's free, excellent help.

M. Miville: She is also helping Parks & Rec as well.

J. Sullivan: Your suggestion was written down by Dr. Shankle, especially with the college in town.

D. Ross: The Lambert junkyard was fully cleaned up and all requirements were met. There was a question on posting no trespassing signage on all the easements in town. We came to a consensus on a black/white/green diagonal sign. Mila brought several suggestions; there will be signage where the gates are going to be installed to list what the restrictions are. The gates will be donated by Blue Ribbon.

D. Fitzpatrick: For the record, that was a paid internship. She received a weekly paycheck, but does not have health insurance.

PUBLIC INPUT

J. Sullivan: Seeing no further public input, I am officially closing the public hearing on the Martin's Ferry Road speed limit.

***M. Miville motioned to adjourn at 9:20pm. Seconded by D. Ross.
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

**EMPLOYMENT AGREEMENT
TOWN OF HOOKSETT, NH AND
DEAN E. SHANKLE, JR.
As of August 12, 2015**

This agreement, made and entered into on August 12, 2015 and intended to become effective the 1st day of August, 2015, by and between the Town of Hooksett, NH, a municipal corporation, hereinafter called the "Town", and Dean E. Shankle Jr., hereinafter called the "Administrator", both of whom understand as follows:

WITNESSETH

WHEREAS, the Town desires to employ the services of Dean E. Shankle Jr. as Administrator of the Town of Hooksett as provided by Article 4 of the Hooksett Town Charter; and,

WHEREAS, it is the desire of the Town Council, hereinafter referred to as "the Council", to provide certain benefits, establish certain conditions of employment, and to set the working conditions of said Administrator; and,

WHEREAS, it is the desire of the Council to: (1) secure and retain the services of the Administrator and to provide inducement for him to remain in such employment, (2) to make possible full work productivity by assuring the Administrator's morale and peace of mind with respect to future security, (3) to act as a deterrent against malfeasance or dishonesty for personal gain on the part of the Administrator, and, (4) to provide a just means for terminating the Administrator services; and,

WHEREAS, the Administrator accepts employment as Town Administrator of the Town of Hooksett;

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

Section 1 – Duties

The Town hereby agrees to employ Dean E. Shankle Jr. as Town Administrator to perform the functions and duties as specified in Section 4 of the Hooksett Town Charter (attached hereto). In all matters, the Administrator shall be subject to the direction and supervision of the Council and shall have general supervision of the affairs of the Town, shall be the administrative head of all departments of the Town government, and shall be responsible for the efficient administration thereof. The Administrator shall have access to all Town books and papers for information necessary for the proper performance of his duties and shall perform any other legally permissible and proper duties and functions as the Council shall from time to time assign.

Section 2 – Term

- A. The term of this Agreement shall be for a period from August 1, 2015 through June 30, 2020, unless the town meeting votes to terminate the form of government in which case this contract will terminate in accordance with RSA 37:15. Under this termination, provisions of Section 3 shall apply.
- B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Council to terminate the services of the Administrator at any time, subject only to the provisions set forth in Section 3 of this agreement.
- C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Administrator to resign at any time from his position with the Town, subject to only the provisions set forth in Section 4 of this Agreement.
- D. The Administrator agrees to remain in the exclusive employ of the Town from August 1, 2015 until June 30, 2020, and to neither accept other employment nor become employed by any other Town during this period unless the Administrator resigns or is terminated prior thereto.

The Administrator will not accept or engage in any outside employment or self employment which interferes with the proper performance of his duties, constitutes as a conflict of interest, or reflects discredit upon the Town. The Administrator will

not solicit or engage in any employment or self-employment during their regular working hours, nor will he use town vehicles, equipment, or facilities in the pursuit of performing outside employment.

Section 3 – Termination and Severance Pay

- A. In the event that the Administrator is terminated by the Council before expiration of the aforesaid term of employment, and at such time the Administrator is willing and able to perform his duties under this Agreement, then in that event the Town agrees to pay the Administrator a cash payment equal to ninety (90) days aggregate salary, plus all accrued benefits, representing liquidated damages, as any calculation of damages would be difficult to ascertain. However, in the event that the Administrator is terminated for just cause, the Town shall have no obligation to pay the aggregate severance sum designated in this paragraph. "Just cause" is defined in the following three paragraphs:
1. A conviction of or a plea of guilty or nolo contendere by the Administrator to a felony or misdemeanor involving fraud, embezzlement, theft, or dishonesty or other criminal conduct whether or not against the Administrator or,
 2. Habitual neglect of the Administrator's duties or failure by the Administrator to perform or observe any substantial lawful obligation of employment that is not remedied within ten (10) days after written notice thereof from the Council, or,
 3. Any material breach by the Administrator of this contract, all in accordance with the removal provisions in the Town of Hooksett Charter.
- B. In the event the Administrator voluntarily resigns his position with the Town before the expiration of the aforesaid term of his employment, then the Administrator shall give the Town a ninety (90) day notice in advance, unless the parties otherwise mutually agree.

Section 4 – Disability

If the Administrator is disabled or is otherwise unable to perform the essential functions of the job, with or without reasonable accommodations, because of sickness, accident, injury, mental incapacity or health, for a period beyond any accrued sick leave, the Council shall have the option to terminate the Administrator's employment, subject to the Family Medical Leave Act and Americans and Disabilities Act, as they may apply. However, the Administrator shall be compensated for any accrued vacations, holidays, and other accrued benefits.

Section 5 – Salary

The Town agrees to pay the Administrator for his services rendered pursuant to an annual salary of Ninety-Five Thousand, Eight Hundred Eighty-Three Dollars and Sixty-Three Cents (\$95,883.63) payable in installments at the same time as other employees of the Town. There may be an increase of up to five percent (5%) after each annual performance evaluation in June, commencing June 2016, as determined by the Council to be effective July 1st.

Section 6 – Performance Evaluation

A. The Council shall review and evaluate the performance of the Administrator annually in June. Said review and evaluation shall be in accordance with the specific criteria which as a minimum will include a written statement of goals and objectives developed jointly by the Council and the Administrator. Said criteria may be added to or deleted from as the Council may from time to time determine in consultation with the Administrator. Further, the Chairperson of the Council shall provide the Administrator with a written summary statement of the findings of the Council and provide an adequate opportunity for the Administrator to respond in writing and to discuss his evaluation with the Council. The Council may consider a salary change at the time of the evaluation.

B. Annually in June, the Council and the Administrator shall define such goals and performance objectives which they determine necessary for the proper operation of the Town and the attainment of the Council's policy objectives, and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing. They shall generally be attainable within the time limitations as specified and the annual operating capital budgets and appropriations provided, and shall be primary consideration in the Administrator's evaluation.

Section 7 – Hours of Work

The Administrator recognizes that he must devote a great deal of time outside the normal office hours to the business of the Town. The Administrator is expected to devote the time necessary to accomplish his duties and goals and, as a salaried employee, shall receive no additional compensation. At a minimum, the Administrator shall be expected to work forty (40) hours per week, thereby ensuring his continuing availability to the citizens of the town and the town's employees, attend meetings of the Council, and other meetings as required. The Council agrees that the Administrator may adjust his regular workweek to reasonably balance out these additional hours. For example, the Council shall allow the Administrator reasonable time off from normal duties to offset the extended hours associated with attending evening meetings. The Town shall not be responsible to pay for overtime or compensatory time, and there shall be no accumulation of compensatory time.

Section 8 – Residency

The Administrator shall not be required to establish or maintain residency in the Town of Hooksett as a condition of obtaining or retaining employment as Town Administrator for the Town of Hooksett.

Section 9 – Automobile and Mileage Allowance

The Administrator shall have exclusive usage of a Town vehicle throughout the term of this agreement as may be necessary to perform his duties and responsibilities. This vehicle shall be and remain property of the Town.

Section 10 – Vacation and Sick Pay

In year 1 and year 2 the Administrator is entitled to twenty (20) days of vacation and nine (9) days of sick leave in each of these years of the agreement. In year 3, year 4 and year 5 the Administrator is entitled to twenty-five (25) days of vacation and nine (9) days of sick leave in each of these years of the agreement. The Administrator may have no more than thirty (30) days of vacation leave at any given time; use it or lose it. The Town Council must be notified of any vacation leave. Sick leave cannot be carried over from year-to-year. The year of the agreement is defined as of July 1st to June 30th.

Section 11 – Health, Disability and Life Insurance

The provisions of the Hooksett Personnel Plan, rules and regulations covering health and dental insurance, life insurance, disability insurance shall apply to the Administrator starting with the date of this contract. Should the Town Administrator end employment due to retirement from the Town, he shall have health and dental insurance benefits available to him and his spouse at the same regulations covering NHRS Group I retirees (see attached Exhibits A & B for details on retirement).

Section 12 – Retirement

The Town agrees to contribute the amount required by the NH State Retirement System as the Group I “employer’s share” of the total contribution necessary to satisfy the Administrator’s participation in said Retirement System or will contribute an amount equal to the current Group I employer rate of gross annual salary to a 457 retirement fund, such as ICMA Retirement Corp.

Section 13 – Dues, Memberships, Subscriptions and Professional Development

The Town agrees to provide a reasonable sum in the annual budget for the Administrator to maintain membership and participation in various professional organizations and to pay reasonable fees and travel expenses relative to the Administrator's attendance at seminars, courses and other continuing education activities directly related to the position of Town Administrator and/or the affairs of the Town.

Section 14 – General Expenses

The Town recognizes that certain expenses of a non-personal and generally job-affiliated nature are incurred by the Administrator and hereby agrees to reimburse or to pay said general expenses as may be pre-approved and/or budgeted.

Section 15 – Computer and Cell Phone

The Town agrees to provide the Administrator with a laptop computer programmed to connect to the Town's server and compatible business software along with tech support and maintenance. The Administrator will have exclusive use of said laptop throughout the term of this agreement; however, it shall be and remain property of the Town. The Administrator agrees that, for personal convenience, he will utilize his personal cell phone for business calls at no expense to the Town throughout the term of this Agreement.

Section 16 – Indemnification

The Town shall provide the Administrator with Public Officials Liability Insurance and, subject to the provisions of such insurance coverage, shall defend, save harmless and indemnify the Administrator against any tort, professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of alleged acts or omissions occurring within the scope of the Administrator's duties as Town Administrator. The Town shall have no duty to defend, save harmless or indemnify the Administrator for any act or omission constituting bad faith or done with malicious intent. Additionally, to the extent that the Town may require the Administrator to secure a bond

similar to the bond required of Town Managers under the provisions of NH RSA 37, the Town shall pay the cost of providing said bond.

Section 17 – Appointment of Acting Town Administrator

In the event that the Administrator is absent from the Town or otherwise unavailable to perform his duties, he may, with the consent of the Council, designate another Town employee to serve as Acting Town Administrator in his absence.

Section 18 – Notices

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

1. Town: Chair, Town Council
 Town of Hooksett
 Town Offices
 35 Main Street
 Hooksett, NH 03106

2. Administrator: Dean E. Shankle Jr.
 PO Box 825
 Milford NH 03055

Alternatively, notices required pursuant to the Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 19 – Personnel Policy Not to Apply

It is explicitly understood and agreed by the Town and Administrator that the Town's Personnel Plan shall not apply to the relationship between the Town and the Administrator contemplated hereby, with the exception of Section 11 in this Agreement that incorporates the provisions of the Personnel Plan.

Section 20 – General Provisions

- A. The text herein shall constitute the entire Agreement between the parties. Nothing herein shall prohibit the parties from negotiating in good faith any issue that may arise regarding the terms and conditions of the Administrator's continued employment. Any amendment of this Agreement must be in writing and signed by the parties.

- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Administrator.


- C. This Agreement shall become effective August 1, 2015.

- D. If any provisions or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.


IN WITNESS THEREOF, The Town of Hooksett has caused this Agreement to be signed and executed both in duplicate, for the day and year first above written.

Town Administrator:

Town Councilor:



Dean E. Shankle Jr.
Dated: August 12, 2015



James Sullivan, Chairperson
On Behalf of the Hooksett Town Council
Dated: August 12, 2015

Exhibit A
TITLE VI
PUBLIC OFFICERS AND EMPLOYEES

CHAPTER 100-A
NEW HAMPSHIRE RETIREMENT SYSTEM

Medical Benefits

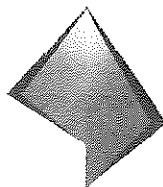
Section 100-A:50

100-A:50 Medical Insurance Coverage. –

I. Every political subdivision of the state that provides for its active employees any group medical insurance or group health care plan, including but not limited to hospitalization, hospital medical care, surgical care, dental care, or other group medical or health care plan, shall permit its employees upon retirement to continue to participate in the same medical insurance or health care group or plan as its active employees. Retired employees shall be deemed to be part of the same group as active employees of the same employer for purposes of determining medical insurance premiums. Coverage for spouses, other family members and beneficiaries of retirees shall also be permitted to the extent that coverage is provided for the spouses, other family members and beneficiaries of active employees. Present retirees not covered shall be permitted to rejoin the active employee health insurance or health care group. Persons retired prior to July 1, 1988, shall be given the opportunity to rejoin the group during a 2-year period, beginning on July 1, 1989, and ending on July 1, 1991. Such persons shall continue to participate in the same coverage as active employees without any benefit waiting period.

II. Each political subdivision, as employer, may elect to pay the full cost of group medical insurance or health care coverage for its retirees, or may require each retiree to pay any part or all of the cost of the retiree's participation. Such election may be made separately for retirees from different job classifications.

Source. 1988, 191:5. 1989, 348:2. 1990, 277:5, eff. July 1, 1990.



NHRS

New Hampshire Retirement System

Group I (Employee and Teacher) Member Benefits

For members hired on or after July 1, 2011

Here is a basic summary of Group I (Employee and Teacher) benefits for members hired on or after July 1, 2011. In some cases, additional requirements may apply for certain benefits. Further information is available online at www.nhrs.org. *Note: if you are viewing this document online, the underscored items contain links to additional information.*

Retirement Terms

Vesting

Members become vested for retirement benefits upon the earlier of: (1) completion of 10 years of NHRS Creditable Service; or (2) on or after attainment of the NHRS normal retirement age while in service, regardless of years of Creditable Service.

Retirement

This is not the same as "termination" or the last day of employment. In order to begin collecting a lifetime pension, members must file a retirement application with NHRS and meet certain deadlines.

Accumulated Contributions

The total amount a member has paid into the retirement system plus credited interest. Employer contributions are not included.

In Service

Members will be considered in service if both the member and employer are actively contributing to NHRS and the member is earning Creditable Service. Members may also be considered in service for certain benefits if employment is suspended as a result of the Family Medical Leave Act, workers' compensation, or active military duty.

Creditable Service

The number of months and years of service credit earned as an NHRS member. Creditable Service is one of the factors used to calculate the pension benefit.

Service Credit

Members may be eligible to increase their amount of Creditable Service through purchasing one or more types of service credit.

Average Final Compensation (AFC)

The average of a member's five highest years of Earnable Compensation in NHRS-covered employment. AFC may be subject to Earnable Compensation limits and other statutory provisions. AFC is one of the factors used to calculate the pension benefit.

About NHRS

The New Hampshire Retirement System (NHRS, the retirement system) is a defined benefit plan. That means the plan provides lifetime pension benefits that are determined at retirement under a formula prescribed by law, not based on investment returns or contributions. NHRS benefits are funded by member contributions, employer contributions, and net investment returns.

All benefits are set by state law (RSA 100-A). NHRS is also governed by administrative rules and policies, and the Internal Revenue Code.

Retirement Benefits

Service Retirement

Group I members can retire at the age of 65 regardless of their years of Creditable Service.

Benefit formula

- Member's AFC divided by 66 then multiplied by Creditable Service. (example: AFC of \$30,000 ÷ 66 = \$455; \$455 x 30 years of service = \$13,636)

Early Retirement

Members with at least 30 years of Creditable Service may retire between the ages of 60-64.

Early Retirement results in a permanently reduced pension. The reduction is 1/4% per month for each month prior to age 65 the pension commences.

Vested Deferred Retirement

Members with at least 10 years of Creditable Service who terminate their NHRS-covered employment prior to attaining Service Retirement eligibility may begin collecting a pension at age 65 as long as the member's Accumulated Contributions have not been withdrawn. Vested Deferred members with 30 years or more of Creditable Service may begin collecting a permanently reduced pension between the ages of 60-64 at the Early Retirement reduction factor (above).

Disability Retirement

Members who are no longer able to perform the duties of their NHRS-covered employment due to an incapacity (either mental or physical) that is likely to be permanent may qualify for a Disability Retirement benefit. There are two types of disability benefits, both of which are subject to independent medical review.

Ordinary Disability is a non job-related permanent incapacity. Members must have 10 or more years of Creditable Service to qualify for the benefit.

Accidental Disability is a job-related permanent incapacity. There is no minimum service required to qualify.

TOWN OF HOOKSETT



DEVELOPMENT REGULATIONS

Effective: January 23, 2012

Cost: \$10.00

4. Jurisdiction

The provisions of these regulations shall apply to all land within the boundaries of the Town of Hooksett.

Greater Restrictions To Apply – Whenever the regulations made under the authority hereof differ from those prescribed by any other statute, ordinance or regulation that provision which imposes the greater restriction or the higher standard shall govern.

(end of Section 4)

5. Definitions

Words and terms defined in these regulations may have their customary dictionary meanings, may have legal meanings as defined in relevant court decisions, or the same meanings as corresponding words and terms as defined in the Zoning Ordinance of the Town of Hooksett. More specifically, certain words and terms are defined as follows:

AASHTO – American Association of State Highway and Transportation Officials.

Abutter – Any person whose property is located in New Hampshire and adjoins or is directly across the street, stream, river or other body of water from the land under consideration by the Planning Board. For the purposes of receiving testimony only, and not for purposes of notification, the term “abutter” shall include any person who is able to demonstrate that his land will be directly affected by the proposal under consideration.

Active and Substantial Development – In approving any application, the Planning Board may specify the threshold level of work which constitutes “active and substantial development and building” for the purpose of determining the minimum amount of work required in order to satisfy the provisions of RSA 674:39. Active and substantial development, in the absence of a specific finding by the Planning Board, shall be deemed to have occurred when:

- 1) Roadways and access ways have been installed to crushed gravel grade
- 2) Underground utilities and conduits have been installed and are ready for connection
- 3) Construction and completion of the drainage system to include: detention basins, culverts, treatment swales, catch basins, etc. in accordance with the approved plans.
- 4) All erosion control measures must be installed and maintained, in accordance with the approved plans.

Appropriate completion of items 1, 2, 3, and 4 must be approved by the DPW Director, the Town Planner, or the Town’s Consulting Engineer.

Excavation of earth and/or clearing of trees without the completion of 1, 2, 3, and 4 shall not be considered “active and substantial development”. Plans that were approved in phases, must adhere to this definition for the phase currently being developed.

The Planning Board reserves the right to issue an extension to the active and substantial deadline, if requested by the developer in writing and for good cause, as determined by the Board.

Applicant/Developer – The owner of land to be subdivided or developed through site plan, or his agent or representative, as may be authorized by signed and notarized statement on a form sufficient and acceptable to the Board, also referred to as a Subdivider.

Approval – A final vote by the Planning Board, certified by written endorsement on the subdivision plan or site plan, that the plan, in the judgment of the Planning Board, will ratify the requirements of these regulations.

Arterial Road – Road that serves corridor movements between the different areas of the Town; that interconnect with major arterials and highways in Town; that normally experience heavy traffic demands; that are designed to be within a 100-foot right-of-way. (Table of Geometric Standards, in the Town's "Hooksett, NH Standard Specifications for Design and Construction of Roadway, Drainage, and Utility Infrastructure," otherwise known as The Blue Book, published under separate cover.

As-Built Plan – A final plan of improvements as they were constructed.

Best Management Practice (BMP) – A proven or accepted structural, non-structural, or vegetative measure the application of which reduces erosion, sediment, or peak storm discharge, or improves the quality of storm water runoff.

Block – Space between parallel streets, intersecting a common street.

Board – The Planning Board of the Town of Hooksett, NH.

Bond – See Surety

Buffer or Buffer Strip – A strip of land separating different uses, for the intent of screening one use from the other. This buffer shall be naturally wooded or established with trees, shrubs, grass, and other herbaceous material for its complete area with a minimum height of 6'. This area shall not be impacted or used for any other purpose without specific written permission of the Hooksett Planning Board.

Buildable Area – The required area of contiguous non-wetland acreage within each building lot, including each clustered building lot. The buildable area shall not contain jurisdictional wetlands, slopes 25% or steeper, front, side or rear yard setbacks, wetland buffers, cluster perimeter buffers, slope, drainage, and utility easements.

Building Height – The distance measured from the average finish grade along the street side of a building to the mean level of the highest gable or slope of a pitched roof and the highest roof beam for a flat or mansard roof. Ornamental projections such as a cupola's weather vane, etc., and chimneys, antennae, etc., or potentially habitable structures like roof decks, cupolas, silos, mezzanines, etc., shall be included in the height calculations.

Cluster Development – See Open Space Development

Collector Road – Road which carries traffic from Local Roads to the major system of Arterial Roads, including the principal entrance roads of a residential development and roads of circulation within the development; that normally experience moderate traffic

demands; that are designed to be within a 60-foot right-of-way. (Table of Geometric Standards in the Hooksett "Hooksett, NH Standard Specifications for Design and Construction of Roadway, Drainage, and Utility Infrastructure," otherwise known as The Blue Book, published under separate cover. Book.)

Critical Areas - Disturbed areas of any size located within 50 feet of a stream, bog, water body or very poorly, poorly, or somewhat poorly drained soils; disturbed areas exceeding 2,000 square feet in highly erosive soils; disturbed areas containing slope lengths exceeding 25 feet on slopes greater than 15 percent; or, disturbed areas within 100' from prime wetlands, (no disturbance permitted within 100').

Cul-de-sac – A local street closed at one end by building lots which complies with the typical cul-de-sac details set forth in the most recent edition of the Hooksett "Hooksett, NH Standard Specifications for Design and Construction of Roadway, Drainage, and Utility Infrastructure," otherwise known as The Blue Book, published under separate cover. Book.

Detention Pond or Basin – A storm water storage facility which acts as a temporary reservoir, allowing rainfall runoff to be released at slow, pre-determined rates.

Development – Any construction or land alteration or grading activities other than for agricultural and silvicultural practices.

Disturbed Area – An area where the natural vegetation has been removed exposing the underlying soil.

Easement – A restriction by a property owner, of his property to another party without consideration being given for the transfer. Since a transfer of real property is involved, the dedication shall be made by written instrument suitable for recording and completed with an acceptance.

Engineer – The designated registered and licensed professional engineer of the applicant.

Erosion – The detachment and movement of soil or rock fragments by water, wind, ice or gravity.

Esplanade – A flat grassed area along the edge of a road. Typically between the street and sidewalk (where present), or beyond the shoulder or curb of the road. May include grassed strips/islands between traffic lanes.

Frontage – The dimensional requirement which is the distance along the lot line dividing a lot from either (a) a public highway, except Limited Access Highways as defined by RSA 230:44 and Class VI highways; or (b) a road shown in an approved and recorded subdivision plan. Such dimensional requirements for each zone may be found printed in the Zoning Ordinance. Any proposed lot with frontage on two adjacent roads (corner lot), must have the minimum required frontage on each road.

Hazard Mitigation Plan – A written plan which provides a detailed approach to mitigate hazards on a project. This plan must be stamped by the appropriate Professional Engineer.

Highly Erosive Soils – Any soil with an erosive class (K factor) greater than or equal to 0.43 in any layer as found in Table 3-1 of the “Storm Water Management and Erosion and Sediment Control Handbook for the Urban and Developing Areas in New Hampshire.”

Intersection – The point where the edge-of-pavement of two roads meet; the point where minimum and maximum road length criteria are measured from.

Local Road – Road that primarily provides direct access to abutting properties.

Lot Line Adjustment – Any adjustment of a property line(s) with no new lots being created.

Master Plan (Comprehensive Plan) – Any part or element of the overall plan for development adopted by the Planning Board.

Measure – A specific procedure designed to control runoff, erosion or sediment.

Minor Field Changes – Limited modifications to approved construction drawings (plans, profiles and details) that are necessitated by site conditions, which are encountered during construction. Minor field changes may include revision to roadway elevation and grade, drainage/pipe materials, elevations, grade and location. Minor field changes shall not include substitution or elimination of curbing, or changing underground utilities to above ground utilities or other major cross section elements or any revision affecting lot boundaries. Minor field changes shall be documented by the submittal of a drawing or other written or graphical depiction. A professional Engineer licensed to practice in the State of New Hampshire and approved by the Town’s DPW Director or designee.

Multi-Unit Building – Any structure with more than two units (residential or non-residential).

Notice Of Intent (NOI) – A Federal EPA permit required to be filed at least 7 days prior to the commencement of land disturbance on any project that includes more that one (1) acre of land area.

Open Space (Common Land) Development – A subdivision where a portion of land is to remain undeveloped and protected with covenants or easements. See Zoning Article #8 for requirements.

Person – A firm, association, organization, partnership, trust, company, or corporation, as well as an individual.

Planning Board Agent – An individual, partnership or corporation designated by the Planning Board for plan review, inspection of road construction and other required public improvements.

Project Area – The area within the subdivision or site plan boundaries.

Public Street – See “Article 22 – Definitions” in the current edition of the Hooksett Zoning Ordinance for definitions of publicly approved streets and public right-of-way.

Publicly Approved Street – The term publicly approved street shall mean any street maintained on a year-round basis by the state of New Hampshire or the Town of

The Planning Board shall determine whether sidewalks are required on one or two sides of proposed roads based upon proposed intensity of the development, traffic characteristics, potential pedestrian destinations and other factors.

In medium-density residential districts, sidewalks shall be required on collector and arterial roads.

- b) **With or Without Curbing** – In low-density districts, either sidewalks or widened paved shoulders shall be required on both sides of arterial and on one side of collector roads.

Pedestrian traffic on local roads in medium- and low-density districts shall be accommodated by a paved, widened shoulder or a sidewalk on one side only.

Where sidewalks exist or are proposed on both sides of the road, all residential mail boxes shall be installed on the same side of the road. If only one sidewalk exists or is proposed, the mailboxes shall be installed on the opposite side of the road from the sidewalk.

4) **Sight Distance**

Sight distances at intersections shall be in accordance with the most recent edition of AASHTO standards for Intersection Sight Distance using the posted/design speed limit plus 5 mph. Sight distance calculations shall be required and shown on the project roadway and/or driveway plans. Vertical crests and sags must also be designed in accordance with AASHTO.

5) **Highway Classifications**

Arterial Highways:

- Route 3 & 28, Hooksett Road
- Bypass 28, Londonderry Turnpike
- Route 28A, Mammoth Road
- Route 3A, West River Road
- Route 27, Whitehall Road

Collector Roadways:

- | | |
|-------------------------------|-----------------------|
| Alice Avenue | Merrimack Street |
| Auburn Road | North River Road |
| Bicentennial Drive | Pleasant Street |
| Farmer Road.....p/o | *Shannon Road.....p/o |
| Granite Street | Smyth Road |
| Hackett Hill Road | South Bow Road |
| Industrial Park Drive.....p/o | *Thames Road.....p/o |

Legends Drive.....p/o	West Alice Avenue
Lindsay Road.....p/o	Zapora Drive
Main Street	
Martins Ferry Road	
* Private Roadway	
p/o - Part Of	
<u>Local Roads:</u>	
All Other Public Roadways	

11.12 Drainage Design Criteria

1) Definitions

Acre-foot – A volume equal to an area of one acre times a depth of one foot.

Anti-Seep Collar – A device installed around a culvert, pipe or conduit through an embankment, which lengthens the path of seepage along the exterior of the conduit. The minimum required extension to all sides is twice the exterior diameter of the conduit embedded in an impervious material.

Aquifer – An underground potential water-producing geologic formation.

Barrel – The concrete, HDPE, or corrugated metal pipe that passes runoff for the riser portion of an outlet structure, through the embankment, and finally discharges to outfall point.

Base Flow – The portion of stream flow that is not due to storm runoff, and is supported by interflow and groundwater outflow into a channel.

Bedrock – Solid rock located on or below the ground surface of the earth.

Best Management Practice (BMP) – In stormwater management, a structure or practice designed to prevent the discharge of one or more pollutants to the land surface and thus minimize their availability for wash-off by stormwater, or a structure or practice to temporarily store or treat urban stormwater runoff to reduce flooding, remove pollutants, and provide other amenities.

Channel Erosion – The widening, deepening, and headward cutting of small channels and waterways, due to erosion caused by moderate to larger floods.

Contributing Watershed Area – Geographic extent of land area contributing its runoff of the point of interest. (Also referred to as “catchment.”)

Crown – The highest point on the inside of a culvert or pipe.

Design Storm – A selection rainfall event of specified amount, intensity, duration, and frequency used as the basis of design. Type III storm event is typical for the Hooksett area.

Detention – The temporary storage of runoff in a structure or waterbody.

Joel & Emily Breton
23 Martins Ferry Rd.
Hooksett, NH 03106
603-540-8894
joelrbreton@gmail.com
August 6, 2015

Dean E. Shankle, Jr. Ph.D.
Town Administrator
Town of Hooksett
35 Main St
Hooksett, NH 03106

Dear Dean E. Shankle, Jr. Ph.D.:

I am writing this letter to be read into record at the public hearing on August 12th, 2015.

My family and I are long-time residents of Martins Ferry Road in Hooksett and I would like to express my concern about the recent discussion and pending decision to increase the speed limit to 35 mph. While I understand the decision is being made to help enforce a legal posted speed limit, I do not believe the benefits and safety will be reached by doing so.

Martins Ferry has seen increased traffic over the years and currently does not even have a breakdown lane to safely walk, run, ride bicycles, etc. As a resident on the road, we see more and more students walking on the side of the road to school bus stops or wherever their destination may be. Our family walks on numerous occasions and at times we not only almost get hit because cars are going too fast, but also get beeped at and yelled at to move over.

We've also watched Southern New Hampshire University add over 5 new dorm buildings to house their growth. While they have installed sidewalks and speed bumps for their safety around the school, once out of their school zone, drivers speed up, play loud music and even throw out trash as they go up the road.

It is my concern that increasing the speed on Martins Ferry Rd, a road that does not have breakdown lanes or sidewalks for pedestrian traffic, is dangerous and is just waiting for a serious accident to happen.

Sincerely,



Joel Breton

Dean Shankle

From: Joan Mahoney <jmbftgog@gmail.com>
Sent: Wednesday, August 12, 2015 12:31 PM
To: Dean Shankle
Subject: Martins Ferry Rd safety.

Good morning Dean,

I am away on vacation, however, my concerns about the speed limit at Martins Ferry is very important to me. I thank you in advance for reading my concerns at the meeting tonight.

It's so dangerous to walk my dog, I just don't do it.

It's very dangerous for any pedestrians jogging, biking, or even going to the mail box.

We have young families, with children, who could never walk down our Rd with a stroller.

I have had the experience of slowing down to enter my driveway and the car behind me will cut around and speed up to pass. Oh and heaven forbid if I want to back in!

If the town cares at all about the quality of life, in our neighborhood, increasing the speed limit isn't the way to show it.

We need to keep the speed down. We need our police officers to enforce it.

We need to be able to open our front windows and still hear the television.

Please hear our concerns for safety and noise. Please support our quality of life in Hooksett.

Respectfully,

Joan M Mahoney

28 Martins Ferry Rd

Mathew Bose
Chair, Health Insurance Review Committee
August 10, 2015

Hooksett Town Council Members
Town of Hooksett
25 Main Street
Hooksett, NH 03106

Dear Hooksett Town Council Members:

Thank you very much for considering the recommendations and perspectives of the Health Insurance Review Committee. We are pleased to share our recommendations with you this evening pursuant to the charge of: finding health insurance cost savings for the Town and employees without sacrificing employee benefits.

The information presented tonight was compiled and analyzed over the course of four months (April – July) by committee members and our consultant, Mr. William Bald, Certified Risk Manager, Risk-ex Global. Eighteen employees participated in committee meetings, gathering on ten occasions for a total of twenty hours of meeting time. Committee members also spent significant time performing research, compiling and distributing information and statistics, and performing various committee tasks.

The thorough review process included: attending vendor presentations about medical plan proposals and the Town's claims experience, creating and implementing an employee survey, researching and comparing municipal stipends for opting out of health insurance, working with Mr. Bald to compile and analyze the collected data, and forming recommendations for the Town Council based on the findings. Additionally, compensation charts to identify employer and employee costs for wages and benefits were distributed to employees.

Thank you once again for your time and consideration, we look forward to renewing our charge in the future if necessary.

Sincerely,



Mathew Bose
Chair, Health Insurance Review Committee

HIRC Committee Participants 2015

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



Town of Hooksett
Cost & Utilization Summary
Executive Report
Current Paid Period: 1/2014 – 12/2014*
Prior Paid Period: 1/2013 – 12/2013*
HealthTrust January Pool Period: 1/2014 – 12/14*

**Excludes Medicomp claims data*

Membership Summary

Females: **46.7%** of membership HealthTrust January Pool Norm is **49.6%**
 Males: **53.3%** of membership HealthTrust January Pool Norm is **50.4%**

Subscriber Average Age: **44** HealthTrust January Pool Norm is **47**
 Member Average Age: **32** HealthTrust January Pool Norm is **36**

Cost Share Summary

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

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

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

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

Medical Paid Amount Summary

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

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

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

Medical Claims by Setting (% of Total Claims Paid)

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

Town of Hooksett

Health Insurance Review

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



Health Insurance Review Committee

Committee Members:

- Dr. Dean E. Shankle, Jr., Administration
- Donna Fitzpatrick, Administration/HR
- Brian Williams, Police Union Alternate
- Carol Granfield, Retiree
- Irene Beaulieu, Central Hooksett Water Precinct
- Dave Nadeau, Fire-Rescue Union
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- Robert Hebert, Public Works Union
- Steve Colburn, Fire-Rescue Dept.
- Valerie Lamy, Police Union



Health Insurance Review Committee

10 Meetings - 2 hours each meeting

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



Contents

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



National Perspective

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

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

*Data from Kaiser Family Foundation and UBA National Surveys



National Perspective

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

*Data from Kaiser Family Foundation and UBA National Surveys



Benchmarking

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



Benchmarking

Government has the highest cost of any industry:

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



Benchmarking

Government has the lowest Employee Contribution:

Employee Contribution by Industry

Average Contribution by Industry in 2014	Employee	Employer
Accommodation and Food Services	1.1%	1.1%
Administrative, Support, Waste Management, and Remediation Services	1.1%	1.1%
Agriculture, Forestry, Fishing, and Hunting	1.1%	1.1%
Arts, Entertainment, and Recreation	1.1%	1.1%
Construction	1.1%	1.1%
Educational Services	1.1%	1.1%
Finance and Insurance	1.1%	1.1%
Health Care and Social Assistance	1.1%	1.1%
Information	1.1%	1.1%
Management of Companies and Enterprises	1.1%	1.1%
Manufacturing	1.1%	1.1%
Mining, Oil and Gas Extraction	1.1%	1.1%
Other Services	1.1%	1.1%
Professional, Scientific, and Technical Services	1.1%	1.1%
Retail Trade	1.1%	1.1%
Transportation and Warehousing	1.1%	1.1%
Utilities	1.1%	1.1%
Wholesale Trade	1.1%	1.1%



Benchmarking

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



National Trends

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



Medical Loss Ratio

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



Process Overview

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



CGI Proposal

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



CGI Proposal

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



Financial Comparison

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



CGI Proposal Consideration

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



Coverage Comparison: HealthTrust vs. NHIT

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



Consolidated Financial Comparison

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



Excise Tax Potential 2018

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



Excise Tax Potential - HealthTrust

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

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



Excise Tax Potential - NHIT

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

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



Medicare Supplement Comparison

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



Employee Survey Highlights

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



Recommendations

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



Recommendations

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



Questions

William Bald
(603) 520-0083

william.bald@risk-ex.com



Inside This Report

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



2014 PLAN COST / PLAN DESIGN BENCHMARK

Report Prepared By



GENERAL PLAN INFORMATION

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

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

PLAN COST

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

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

EMPLOYEE CONTRIBUTIONS

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

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

PLAN DESIGN



Industry: Gov/Education/Util. (State) NH (Employees) 50 - 119

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

PRESCRIPTION DRUGS / SECTION 125 PLANS



Industry: Gov/Education/Util. (State) NH (Employees) 50 - 119

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

DEFINITIONS



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

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

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

urvey



Survey

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

Survey

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

inSurvey

EE Size
Category
2,463

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

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

Survey

EE Size
Category
2,463

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

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

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

93.3%
92.9%
N/A

Survey

EE Size
Category
5,433

8.1%
\$100

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

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



inSurvey



NAICS Ranges

31 - 32 - 33

42 - 44 - 45

54

62

52 - 53

22 - 61 - 62

51 - 71 - 72

11-21-23-48-49

55 - 56 - 81



License/Certification Requirements:

- Valid NH CDL-B driver's license.
- Some general electrical experience or knowledge.
- Some general plumbing experience or knowledge.
- General building/construction experience or knowledge
- Any equivalent combination of education and experience, which demonstrates possession of the required knowledge, skills, and abilities.

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

STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
BUREAU OF TRAILS
RECREATIONAL TRAILS PROGRAM GRANT AGREEMENT

This grant is, effective upon Governor and Council approval, between the State of New Hampshire, Department of Resources and Economic Development, through its Commissioner, hereunto duly authorized through the Division of Parks and Recreation Director, hereinafter referred to as the "STATE", and [Hooksett Conservation Commission](#), hereinafter referred to as the "GRANTEE".

GENERAL PURPOSE

The Grantee agrees to perform, as outlined in their application, services related to trail maintenance, restoration, development, acquisition, trail-side and trail-head facilities, operation of education programs promoting safety and environmental protection, or improving access and use of trails by persons with disabilities, in accordance with the Moving Ahead for Progress in the 21st Century (MAP-21) of 2012.

TERM OF GRANT

This grant and the obligations of the parties hereunder, shall become effective upon Governor and Council approval. The term of this grant shall run from the commencement date through **December 31, 2015**, with any exceptions listed on page 4.

GRANT TOTAL

The maximum amount of funds available to the Grantee pursuant to this agreement shall be **\$50,000.00**. It is further understood and agreed that the Grantee shall only be reimbursed on the basis of actual costs incurred, and that the State's determination of eligible and approved costs shall be final in all cases.

It is understood and agreed that all payments of all sums by the State hereunder are contingent upon availability and continued appropriation of federal funds, and, if for any reason whatsoever, such funds shall be terminated or reduced or otherwise become unavailable, the State may terminate this grant in whole or part immediately. Any payments allotted but not applied for by the Grantee on the project termination date shall lapse.

COST SHARING PROVISIONS

The Grantee will be required to provide adequate documentation in a format that fully accounts for and certifies that the matching funds have been, in fact, incurred on the project. The Grantee has pledged at least **20%** of the total project cost or value. Based on the grant amount, the minimum match required is **\$12,500.00**. The sub-grantee may exceed the minimum match required.

AMENDMENT

The Grantee agrees that they will not amend, revise, or change the approved application or work plan without the written consent of the State.

PROJECT PROGRESS REPORT

The Grantee shall submit a Project Progress Report with each request for reimbursement. The report shall outline how each expense item has been applied to the project and provide a plan for future work. Failure to do so may result in the withholding of reimbursement by the State and may also result in impacts to future grant awards.

A report on the condition and location of trail equipment purchased with grant funds shall be submitted annually by **September 30, 2016, 2017, 2018 and 2019**. The Grantee agrees to retain and use any acquired equipment for intended recreational trail maintenance purposes only, per the US Federal Highway Administration requirements. Disposal of equipment in any manner shall require written authorization from the State of New Hampshire – Department of Resources and Economic Development, Bureau of Trails, and the US Federal Highway Administration.

SPECIAL PROVISIONS

Equipment may be traded or sold by a Grantee which will no longer provide services on trails used by the general public provided that receipts from the sale shall be returned to the Bureau of Trails in the same proportion as originally funded by the Bureau of Trails. Grantee shall retain any equipment funded through the RTP in accordance with 23 U.S. Code § 206.

Equipment purchased through the Recreational Trails Program shall be required to display (at locations designated by the Bureau of Trails) at least one (1), but not more than two (2), decals indicating that the equipment has been partially funded by this program. Decals shall be provided by the Bureau of Trails.

Equipment purchased through the Recreational Trails Program shall be maintained in good mechanical condition.

The State of New Hampshire shall retain a permanent interest in the form of a lien on any and all equipment purchased through the Recreational Trails Program, for the life of the equipment; or until released by the US Federal Highway Administration. The State of New Hampshire shall file a financing statement with the Secretary of State pursuant to RSA 382-A:9.

REIMBURSEMENT

The State agrees to reimburse the Grantee in accordance with the application rules subject to the following terms and conditions;

1. This agreement may be modified, waived, or discharged only by an instrument signed by the parties hereto.
2. It is understood and agreed by the parties hereto, that in the performance of this grant and the services hereunder, the Grantee and its servants and employees are in all respects independent contractors and shall neither be determined to be employed, nor agents of the State, nor be entitled to any benefits, worker's compensation, or emoluments provided by the State to its employees.
3. The Grantee must pay 100 percent of the cost of an item before submitting a request for reimbursement of eligible costs. The Grantee shall submit invoices for actual costs incurred. Reimbursement from the State will take approximately 60 days.
 - a. The State may forego the first payment without cancelled checks. All invoices, indicating payment in full, must accompany first billing. Subsequent payments must be accompanied by all cancelled checks and documentation for previous payment.

- b. Invoice indicating payment in full for the purchase of equipment must accompany billing. A receipt from the vendor indicating the equipment has been delivered, which shall include name, serial number, year of manufacture, accessories received, and price from seller. Cancelled check must be submitted to the State as soon as received.
4. A request for reimbursement may not be submitted to the State for less than 25 percent of the total grant amount. The final 25 percent of the total grant amount may be withheld until the project is verified complete by the state, the federal grantor agency, or their representatives. Standard reimbursement forms will be provided by the State.
5. Reimbursements will be made only for items that were listed on the Project Application and subsequent approved amendments.
6. Match obligations shall be submitted with each billing, in an amount sufficient enough to cover the 20% program requirement.

COMPLIANCE AND CONSTRUCTION INSPECTION REPORT

Project progress inspections may be conducted by State or Federal representatives. State representatives may, at any time, inspect the project and review the Grantee's records and files. Upon notification of project completion, the State will inspect projects and prepare a written report. Recommendations for corrective actions will be made, if appropriate. A copy of the report will be sent to the Grantee. Deficiencies, if any, shall be corrected and reported, in writing to the State within twenty-one (21) days of receipt of the inspection report. Final payment will not be made until deficiencies are corrected.

The Grantee agrees to submit to all requested inspections and audits by State and Federal officials which relate to the services and payments under this grant.

TERMINATION OF GRANT

Any failure by the Grantee to abide by or carry out any of the terms or conditions of this grant shall, at the discretion of the State, result in termination of this grant, if, after notice to the Grantee, said default is not remedied within ten (10) days. In the event of termination, no further payments shall be made by the State.

RECORD RETENTION

All program and financial records shall be retained by the Grantee for State and Federal audit purposes and available for public inspection for a period of three (3) years after the final payment on the project.

At a minimum, the following records shall be maintained and made available for audit: invoices for purchased materials and for all design and construction costs (indicating check number and date paid on each invoice), cancelled checks or copies thereof, bid, solicitation, and procurement documents, work changes, and change orders.

SOVEREIGN IMMUNITY AND INDEMNIFICATION

The Grantee covenants to indemnify and hold harmless the State from, and against, any and all losses suffered by the State, and any and all claims, liability or penalties asserted against the State, by or on behalf of any person, on account of, based in, resulting from, arising out of, (or which may be claimed to have arisen out of) the acts or omissions of the Grantee. Nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State. This covenant shall survive the termination of the grant.

RECREATIONAL TRAILS PROGRAM GRANTEE INFORMATION

Organization Name: Hooksett Conservation Commission Vendor Code: 177412

Grant #: 15-38 Grant Amount: \$50,000.00 Match Pledged: \$12,500.00

Appropriation Code
37770000-074-500585

Contract Expiration Date
December 31, 2015

Dean E. Shankle Jr.
Grantee/Date

Tipper G. Kenny 8-12-15
Witness/Date

STATE OF NEW HAMPSHIRE
COUNTY OF Merrimack

On this the 12 day of August, 2015, before me, Dean E. Shankle Jr., Project Administrator, appeared, known to me, (or satisfactorily proven) to be, the person subscribed to the within instrument, and acknowledged that they executed the same for the purpose therein contained.

Justice of the Peace/Notary Public *Donna J. Fitzpatrick*

My commission expires _____ Seal:
DONNA J. FITZPATRICK, Notary Public
My Commission Expires July 10, 2018

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT**

Chief, Bureau of Trails

Witness/Date


Approved as to form, substance and execution: _____
Attorney General's Office

Contract expires December 31, 2015
Approved by Governor & Council
at the May 27, 2015, 9:45 a.m. meeting
Item # 91



Town of Hooksett

FINANCE MEMORANDUM

To: James Sullivan, Town Council Chairman
From: Christine Soucie, Finance Director 
Date: July 22, 2015
Subject: Requests for your signature as Agent to Expend

The following is a summary of the requests for you to sign as the agent to expend on July 22, 2015:

<u>Fund</u>	<u>Amount</u>
Ambulance Service	\$ 29,230.23
Sanitary Landfill Capital Reserve	3,722.63
Public Recreation Impact Fees	5,368.00
Police Impact Fees	7,418.55
Police Special Details	82,567.04


Each request includes copies of invoices and other supporting documents, if applicable. As always, if you have any questions, please do not hesitate to contact me.

Thanks



Town of Hooksett


FINANCE MEMORANDUM

To: Police Impact Fee File
From: Christine Soucie, Finance Director 
Date: July 22, 2015
Subject: Transfer from the Police Impact Fees

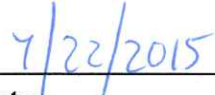
The following refunds have been paid out of the Police Impact Fees in accordance with the Town of Hooksett's Impact Fee Ordinance, which states, fees collected for properties that are not utilized within the six year timeframe will be refunded to current property owner.

10 Shaker Hill Road Map 25 Lot 26-1	\$ 164.31
2 Manor Drive #C Map 6 Lot 22-71-1C	135.73
236 West River Road Map 24 Lot 2	180.64
280 University Circle Map 14 Lot 1-13-49	152.06
16 Shaker Hill Road Map 25 Lot 26-15	152.14
12 Shaker Hill Road Map 25 Lot 26-13	164.39
14 Shaker Hill Road Map 25 Lot 26-14	164.39
SNUH Academic Building Map 33 Lot 67	1,844.52
SNHU Dinning Hall Map 33 Lot 67	2,591.42
20 Chambers Drive Map 25 Lot 19-E	<u>1,868.95</u>
Total	\$ 7,418.55

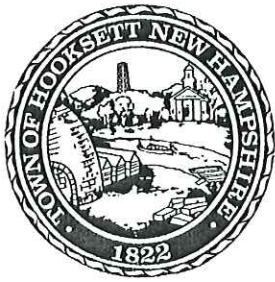
If you should have any additional questions, please do not hesitate to call me. Thank you for your assistance in this matter.



Agent to Expend:
James Sullivan
Council Chairman




Date:



Town of Hooksett

FINANCE MEMORANDUM


To: Public Recreation Impact Fee File
From: Christine Soucie, Finance Director 
Date: July 22, 2015
Subject: Transfer from the Public Recreation Facilities (aka Parks) Impact Fees

The following invoice has been paid out of the Public Recreation Facilities impact fees:

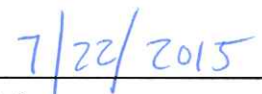
Petersbrook
North Point Outdoors Inv 2193503 \$5,368.00

Town Council vote to expend \$20,000.00 of Public Recreation Facilities Impact fees for the Petersbrook Field on December 28, 2011. An additional \$60,000.00 was voted on September 26, 2012. As of June 30, 2015, the Town has spent \$35,759.25 on this project.

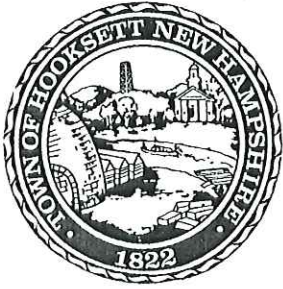
If you should have any additional questions, please do not hesitate to call me. Thank you for your assistance in this matter.



Agent to Expend:
James Sullivan
Town Council Chairman




Date:



Town of Hooksett

FINANCE MEMORANDUM

To: Linda Courtemanche, Town Treasurer
From: Christine Soucie, Finance Director 
Date: July 22, 2015
Subject: Transfer from the Ambulance Service Fund
Copy: Dean Jore, Acting Fire Chief


Please transfer from the People's United Bank Ambulance Service account \$29,230.23 to the Citizens General Fund to reimburse the Town of Hooksett for the following:

April 2015 expenses	\$ 7,369.64
May 2015 expenses	9,317.95
June 2015 expenses	<u>12,542.64</u>
Total	\$ 29,230.23

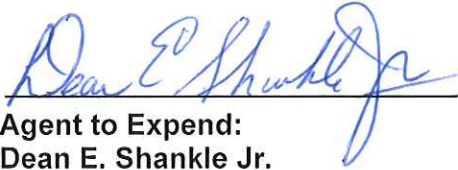
Attached is a detail breakdown of each month's expenses and copies of all invoices can be found in the Council's read file.

The Town of Hooksett uses Comstar Inc. to issue bills to the users of this service. Comstar has billed \$121,924.86 for the 2nd Quarter of 2015 and collected payments in the amount of \$92,194.63. The total uncollected balance is \$476,185.11 as of June 30, 2015.

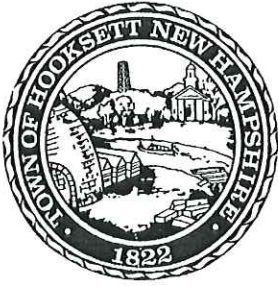
If you should have any additional questions, please do not hesitate to call me. Thank you for your assistance in this matter.



Agent to Expend:
James Sullivan
Town Council Chairman




Agent to Expend:
Dean E. Shankle Jr.
Town Administrator



Town of Hooksett

FINANCE MEMORANDUM

To: Trustees of Trust Fund
From: Christine Soucie, Finance Director 
Date: July 9, 2015
Subject: Sanitary Landfill Capital Reserve

A recent reconciliation shows that \$3,722.63 has been expended from the Sanitary Landfill Capital Reserve Fund. A copy of the invoice is attached and listed below:

Cardno ATC	Inv 1875770	\$1,172.63
Bartlett Tree Experts	Inv 36368129-0	700.00
Cardno ATC	Inv 1882340	<u>1,850.00</u>
	Total	\$3,722.63

Please issue a reimbursement from the Sanitary Landfill Capital Reserve account.

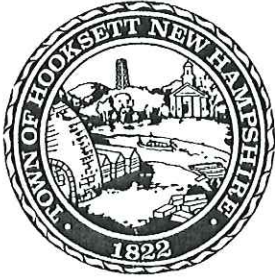
If you should have any additional questions, please do not hesitate to call me. Thank you for your assistance in this matter.



Agent to Expend:
James Sullivan
Council Chairman



Date:



Town of Hooksett

FINANCE MEMORANDUM

To: Dean E. Shankle, Town Administrator

From: Christine Soucie, Finance Director

Date: July 22, 2015

Subject: Transfer from the PD Special Details

Copy: Police Department

The following has been paid out of the Police Special Details account for the quarter. Attached is the detail breakdown for each month.

Details paid in April 2015	\$ 26,624.22
Details paid in May 2015	21,986.48
Details paid in June 2015	<u>33,956.34</u>
Total	\$ 82,567.04

If you should have any additional questions, please do not hesitate to call me. Thank you for your assistance in this matter.

Agent to Expend:
James Sullivan
Town Council Chairman

7/22/2015
Date: