



# **AGENDA**

## **Town of Hooksett Town Council**

### **Wednesday, November 20, 2019 at 6:00 PM**

A meeting of the Town Council will be held Wednesday, November 20, 2019 in the Hooksett Municipal Building commencing at **6:00 PM**.

	Page
<b>1. CALL TO ORDER</b>	
<b>2. PROOF OF POSTING</b>	
<b>3. ROLL CALL</b>	
<b>4. PLEDGE OF ALLEGIANCE</b>	
<b>5. AGENDA OVERVIEW</b>	
<b>6. PUBLIC HEARINGS</b>	
6.1. Petition to Change Boundaries for Central Hooksett Water Precinct <a href="#">Staff Report - SR-19-192 - Pdf</a>	5 - 11
<b>7. SPECIAL RECOGNITION</b>	
7.1. Hooksett Municipal Employee - New Hire	
<b>8. SCHEDULED APPOINTMENTS</b>	
8.1. JoCarol Woodburn, Vice-Chair of Conservation Commission: Retroactive approval of a Sole source Agreement with Bear-Paw <a href="#">Staff Report - SR-19-195 - Pdf</a>	13 - 20
<b>9. CONSENT AGENDA</b>	
9.1. Acceptance of Moose Plate Grant Funds for Restoration of Historic Pre-1842 Map of Hooksett <a href="#">Staff Report - SR-19-194 - Pdf</a>	21 - 25
<b>10. TOWN ADMINISTRATOR'S REPORT</b>	
<b>11. PUBLIC INPUT - 15 MINUTES</b>	
<b>12. NOMINATIONS AND APPOINTMENTS</b>	
<b>13. BRIEF RECESS</b>	
<b>14. OLD BUSINESS</b>	
14.1. FY 2020-21 Budget and Warrant Articles <a href="#">Staff Report - SR-19-200 - Pdf</a>	27 - 28
14.2. Energy Efficiency Exemption (ie Solar Energy) (tabled at 10/09/19 Town Council Meeting) <a href="#">NH SOLAR AND WINDS</a>	29 - 37
14.3. Town of Hooksett Health Insurance for Elected Officials (tabled at 10/23/19 Town Council Meeting)	39 - 42

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

**15. NEW BUSINESS**

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| 15.1. | Central Hooksett Water Precinct Boundary Change  | 43      |
|       | <a href="#">Staff Report - SR-19-193 - Pdf</a>   |         |
| 15.2. | Conservation Commission Request for Retroactive Approval of a Sole Source Agreement with Bear-Paw  | 45 - 52 |
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| 15.3. | Winter Street Drain  | 53 - 63 |
|       | <a href="#">Staff Report - SR-19-198 - Pdf</a>   |         |
| 15.4. | Donati Field Concession Stand Pump Station Project   | 65 - 68 |
|       | <a href="#">Staff Report - SR-19-199 - Pdf</a>   |         |
| 15.5. | Self Contained Breathing Apparatus (SCBA) Replacement- Fire-Rescue Department  | 69 - 70 |
|       | <a href="#">Staff Report - SR-19-197 - Pdf</a>   |         |
| 15.6. | Policy on Hours of Work for Salaried Exempt Employees (Non-Union in Town Personnel Plan) - Request(s) to Council for Waiver of Position(s) | 71 - 75 |
|       | <a href="#">Staff Report - SR-19-201 - Pdf</a>   |         |

**16. APPROVAL OF MINUTES**

- |       |  |          |
|-------|--|----------|
| 16.1. | Public: 11/06/2019   | 77 - 91  |
|       | <a href="#">TC Minutes 11.06.19</a>                            |          |
| 16.2. | Public: 10/23/19 (tabled at 11/06/19 Town Council Meeting)     | 93 - 106 |
|       | <a href="#">tc minutes 102319</a>                              |          |
| 16.3. | Non-Public: 10/23/19 (tabled at 11/06/19 Town Council meeting) |          |
| 16.4. | Non-Public: 11/06/2019   |          |

**17. SUB-COMMITTEE REPORTS**

**18. PUBLIC INPUT**

**19. NON-PUBLIC SESSION NH RSA 91-A:3 II**

**20. ADJOURNMENT**

**PUBLIC INPUT**

1. Two 15-minute Public Input sessions will be allowed during each Council Meeting. Time will be divided equally among those wishing to speak, however, no person will be allowed to speak for more than 5 minutes.
2. No person may address the council more than twice on any issue in any meeting. Comments must be addressed to the Chair and must not be personal or derogatory about any other person.
3. Any questions must be directly related to the topic being discussed and must be addressed to the Chair only, who after consultation with Council and Town Administrator, will determine if the question can be answered at that time. Questions cannot be directed to an individual Councilor and must not be personal in nature. Issues raised during Public Input, which cannot be resolved or answered at that time, or which require additional discussion or research, will be noted by the Town Administrator who will be responsible for researching

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

and responding to the comment directly during normal work hours or by bringing to the Council for discussion at a subsequent meeting. The Chair reserves the right to end questioning if the questions depart from clarification to deliberation.

4. Council members may request a comment be added to New Business at a subsequent meeting.
5. No one may speak during Public Input except the person acknowledged by the Chair. Direct questions or comments from the audience are not permitted during Public Input.





# Town Council

## STAFF REPORT



**To:** Town Council  
**Title:** Petition to Change Boundaries for Central Hooksett Water Precinct  
**Meeting:** Town Council - 20 Nov 2019  
**Department:** Administration  
**Staff Contact:** Nick Germain, Project Coordinator

### BACKGROUND INFORMATION:

In March 2019, the Town Clerk's Office received the attached petition for Council to approve a change to the boundaries of the Central Hooksett Water Precinct in accordance to RSA 52:5. Petition explicitly is meant to expand the current precinct boundary to include the property lot on 48 Zapora Road in its entirety. Administration was informed the purpose is to provide the lot in question water service as it has none.

Although the property is currently abutted by the Manchester Waterworks (MWW) district, the Central Hooksett Water Precinct's (CHWP) infrastructure is physically closer than MWW's infrastructure in the area, hence making it easier for the property to hook up with Central Water. The attached petition states the MWW has agreed to the move as it is logical.

Council must approve of the boundary change. Property owner, Central Water, and Manchester Waterworks have been informed this hearing is taking place. CHWP voters will ratify or reject any approved boundary changes at their next annual meeting.

### FINANCIAL IMPACT:

n/a

### POLICY IMPLICATIONS:

None

### RECOMMENDATION:

Hold the public hearing. Listen to any public input and personnel from the districts that may be in attendance.

### SUGGESTED MOTION:

Open the public hearing

### ATTACHMENTS:

[Public hearing- petition to change boundaries - central water precinct - 48 zapora](#)  
[Water District Petition](#)  
[RSA 52](#)



**TOWN OF HOOKSETT  
PUBLIC HEARING NOTICE**

In accordance with RSA 52:5, the Hooksett Town Council will be holding a public hearing during their regular meeting on Wednesday, November 20<sup>th</sup>, 2019 starting at 6:00PM at the Hooksett Municipal Offices, Council Chambers, 35 Main Street, Hooksett, NH. The purpose of the hearing is to receive input on the approval of a petition to change the boundaries of the Central Hooksett Water Precinct to include the plot of land known as 48 Zapora Road, in its entirety, thus establishing a new fixed point for said precinct's boundaries.



*Town of Hooksett*  
Town Clerk / Tax Collector

March 28, 2019

I certify that the 10 signatures on the Petition To RSA 52:5 To Change  
Boundaries Of Central Hooksett Water Precinct are registered voters in Hooksett.

Todd Rainier

A handwritten signature in blue ink, appearing to read "Rainier", is written over a horizontal line.

Town Clerk

PETITION TO RSA 52:5 TO CHANGE BOUNDARIES  
OF CENTRAL HOOKSETT WATER PRECINCT




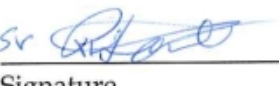

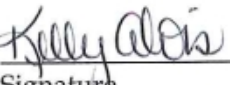
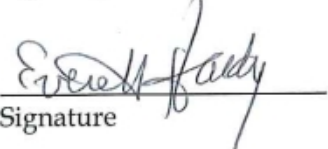


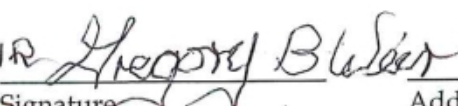
NOW COMES the undersigned, at least ten voters, from the Central Hooksett Water Precinct, and Petition the Town Council to change the boundaries of the Central Hooksett Water Precinct to include the plot of land known as 48 Zapora Road, Hooksett, New Hampshire in its entirety thus establishing a new fixed point for Precinct boundaries.

1. By way of further information, this expands the Precinct boundaries by a relatively small amount since the Precinct boundaries currently end at the plots abutting and across from 48 Zapora Road, Hooksett, New Hampshire.

2. The Manchester Water Works, the abutting water provider, has indicated its assent to this particular parcel of property being included within the Central Hooksett Water Precinct as it is at the very furthest extent of the Manchester Water Works boundary and Manchester Water Works perceives it to be more efficient for the Central Hooksett Water Precinct to be the water service provider for this plot of land.

3. The owners of 48 Zapora Road also have requested this change and assent to it.

4. This Petition is submitted pursuant to RSA 52:5 and it is hereby requested that the Town Council approve this Petition in accordance with RSA 52:5 after giving notice to parties in interest and after a hearing has occurred. It will thereupon be submitted for ratification by the Precinct voters at the Precinct's 2020 Annual Meeting.

<u>WILLIAM ALOIS</u> Name - Print	<u></u> Signature	<u>38 VIRGINIA CT HOOKSETT ✓</u> Address
<u>RICHARD BIRAM</u> Name - Print	<u></u> Signature	<u>7 FAIRMONT RD HOOKSETT ✓</u> Address
<u>William A McDonald</u> Name - Print	<u></u> Signature	<u>1465 Hooksett Rd ✓</u> <u>Unit 242</u> Address
<u>Richard F Monteith, Sr</u> Name - Print	<u></u> Signature	<u>38 Sherwood Dr ✓</u> Address
<u>Carol Hardy</u> Name - Print	<u></u> Signature	<u>298 Londonderry Tpke ✓</u> Address
<u>Kelly Alois</u> Name - Print	<u></u> Signature	<u>38 Virginia Ct. Hooksett ✓</u> Address
<u>Everett Hardy</u> Name - Print	<u></u> Signature	<u>298 Londonderry Pk ✓</u> Address
<u>Beverly Bairam</u> Name - Print	<u></u> Signature	<u>7 Terrace Rd. Hooksett, N.H. ✓</u> Address
<u>Beverly H Weir</u> Name - Print	<u></u> Signature	<u>1465 Hooksett Rd. RI #340 ✓</u> <u>Hooksett, NH ✓</u> Address
<u>GREGORY WEIR</u> Name - Print	<u></u> Signature	<u>1465 Hooksett Rd ✓</u> <u>#340 Hooksett NH</u> Address

# **TITLE III TOWNS, CITIES, VILLAGE DISTRICTS, AND UNINCORPORATED PLACES**

## **CHAPTER 52 VILLAGE DISTRICTS**

### **Section 52:5**

#### **52:5 Changing Boundaries. –**

I. The selectmen of towns in which any such district has been established upon petition, after notice to parties interested and a hearing, may change the boundaries thereof; and the district shall cause the petition and the return of the selectmen's proceedings and decision thereon to be recorded in the records of the district, and of the towns in which it is situated, within 60 days after the decision.

II. In the case of any district formed for the purpose of impoundment of water, any such change of boundaries shall be ratified before taking effect by the voters domiciled in the district and in any area proposed to be added to the district in the same manner as is required for the initial establishment of the district.

III. In the case of any district formed for the purpose of the supply of water for domestic and fire purposes, which may include the protection of sources of supply, any such change of boundaries shall be ratified before taking effect by the voters domiciled in the district and in any area proposed to be added to the district in the same manner as is required for the initial establishment of the district.

**Source.** 1853, 1421. GS 97:6. GL 107:6. 1887, 28:1. PS 53:4. PL 57:5. RL 70:5. RSA 52:5. 1975, 13:2. 2002, 174:2. 2003, 289:17, eff. Sept. 1, 2003.





Town Council  
**STAFF REPORT**



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**To:** Town Council  
**Title:** JoCarol Woodburn, Vice-Chair of Conservation Commission: Retroactive approval of a Sole source Agreement with Bear-Paw  
**Meeting:** Town Council - 20 Nov 2019  
**Department:** Community Development  
**Staff Contact:** Leann Fuller, Community Development Clerk

**BACKGROUND INFORMATION:**

The Student Conservation Association, Inc. (SCA) was contracted by Bear-Paw Regional Greenways on behalf of the Hooksett Conservation Commission to complete a loop trail in the Clay Pond Conservation Area. Six SCA members worked in Hooksett for 10 days. They were enlisted to create a walking trail and loop that directs hikers away from sensitive wildlife areas.

One advantage of having students devoted to conservation complete this task was a minimal amount of brush and tree disturbance. Using mostly hand tools, the trail was routed around large trees, dense vegetation and wetlands. The Clay Pond Conservation Area Stewardship Plan called for trail construction that protects wildlife habitats of threatened and endangered species.

Per the SCA contract with Bear-Paw Regional Greenways, the amount for this work is \$10,500.

**RECOMMENDATION:**

Listen to JoCarol Woodburn speak about the Student Conservation Association, Inc. and the hard work they accomplished to assist the Conservation Commission in their goal to direct people away from sensitive areas.

**SUGGESTED MOTION:**

See New Business item.

**ATTACHMENTS:**

[Bear-Paw Contract with HCC for SCA work](#)  
[SCA Contract with Bear-Paw \(Signed\)](#)



**Trail Work Contract – Clay Pond Headwaters Conservation Area**

November 4, 2019

*This contract retroactively covers the Summer 2019 work completed by the Student Conservation Association, as overseen by Bear-Paw Regional Greenways and the Hooksett Conservation Commission. The completed work was highlighted in Bear-Paw's Fall 2019 newsletter as well as on the the SCA's social media sites.*

**Rational**

During the Summer of 2019 Student Conservation Association (SCA) teams are available to assist with trail projects on conservation land. This is an opportunity to complete a trail proposed in the 2014 Clay Pond Headwaters Conservation Area Stewardship Plan.

Bear-Paw Regional Greenways proposes to oversee the work of the SCA volunteers and to liaison with the Conservation Commission and regional partners (New Hampshire Fish & Game, NH Department of Environmental Services) to ensure that best practices for trail design and completion are met.

**Objectives**

Bear-Paw staff will:

- Identify best location for new trail within the Clay Pond Headwaters Conservation Area
- Coordinate with NHF&G and NH DES to comply with best practices and all relevant permits
- Coordinate with SCA to identify accommodations for trail crew and address logistical concerns
- Attend preliminary meetings and site visits
- Oversee trail work during the 10-day hitch

**Proposal**

Bear-Paw proposes to work with the Hooksett Conservation Commission and other partners to complete the new trail. The basis for the trail was established in the Stewardship Plan and will provide hikers with a link between to spur trails while directing them away from sensitive wildlife habitat. Bear-Paw will oversee the work and coordinate with the HCC and SCA.

The Town of Hooksett will pay for the trail work completed by the SCA.

**Timeline**

Summer of 2019 (trail work dates: August 20 – August 30)

**Pricing and Payment**

The cost of the work – a six member trail crew for 10 days – is \$10,500 per the SCA contract

K. Amaral 11/24/15

Katrina Amaral

Executive Director

Bear-Paw Regional Greenways

Cindy Robertson  
Chair, Conservation Commission

\_\_\_\_\_  
Town of Hooksett

**AGREEMENT BETWEEN  
THE STUDENT CONSERVATION ASSOCIATION, INC.  
AND  
BEAR-PAW REGIONAL GREENWAYS**

This Agreement is made and entered into by and between The Student Conservation Association, Inc., a nonprofit New York corporation, with its principal place of business at 689 River Road, P.O. Box 550, Charlestown, NH 03603 ("SCA"), and the Bear-Paw Regional Greenways with its place of business at Post Office Box 19, Deerfield, NH 03037.

**1. BACKGROUND**

The SCA is a nonprofit organization which fosters life-long stewardship of the environment by offering opportunities for education, leadership and personal development to its participants while providing a high quality public service in natural resource management and conservation. SCA recruits, trains and places qualified youth to serve in environmental conservation projects as members of the SCA conservation corps program. The SCA's residential New Hampshire program provides conservation crew services statewide to partner Agencies.

Bear-Paw Regional Greenways, which will be referred to as the Agency, is a nonprofit organization working to permanently conserve a network of lands that protects our region's water, wildlife habitat, forests, and farmland.

**2. SCOPE OF SERVICES**

A. It is mutually agreed by the parties that SCA and Bear-Paw Regional Greenways shall cooperate in the placement of one 5-7 member SCA Conservation Corps crew for a 11-day term of service during the summer of 2019, to perform trail service and other conservation service activities in New Hampshire as further described in this Agreement.

**2.1 SCA agrees:**

- a. To provide one well-trained, team of 5-7 corps members for an 11-day hitch period during the summer field season 2019;
- b. To manage the crew and to implement the project activities as described in this Agreement and Attachment, which are incorporated herein by reference;
- c. To provide food, tools, vehicles, and equipment necessary to complete the projects;
- d. To provide staff support; staff members are responsible for all supervision of the corps members as needed;

- e. To provide an AmeriCorps Educational Award to qualifying SCA members, but only if and when made available by the Corporation for National and Community Service; All members that serve on this hitch must accept an AmeriCorps Education Award;
- f. To complete Liability and Workers Compensation Insurance for the members;
- g. To report and evaluate of the members' service and performance.

C. The Agency agrees:

- a. To provide site and project work specifications, technical assistance as required, and to collaborate with the SCA staff as mutually agreed to carry out Project work;
- b. To pay SCA up to **\$10,500 (Ten Thousand five Hundred Dollars)** for Project services;
- c. All necessary building materials and supplies to be purchased for the projects;
- d. Stewardship projects appropriate for SCA members (safe projects which use the members training);
- e. To permit SCA members to wear an approved SCA uniform during their term of service;
- f. If required by federal, state, municipal or local subdivision law or regulations, to arrange for all permits, licenses, and approvals and other administrative or governmental clearances necessary with regard to the administration of the project;
- g. Housing or tent space for the members to stay in while working on the projects;
- h. A written evaluation of the members' performance.

**3. PROGRAM CONDITIONS**

**3.1 The parties mutually agree:**

- a. SCA members shall not be assigned law enforcement or firefighting duties; and shall not be permitted to handle or discharge any firearms or explosives unless provided explicit permission by SCA's National Program Manager - Residential.
- b. SCA agrees to accept any extra tools, materials, equipment and facilities furnished by the Agency on a loan basis only, and such items shall, where applicable, be returned in the same condition received except for normal wear and tear in project use.
- c. SCA members over eighteen (18) years of age may be allowed to drive a vehicle that is

owned, rented, leased or loaned by or to the Agency only when (i) the vehicle is used with written permission of the Agency site supervisor and only for official agency use; (ii) the driver is properly licensed and qualified to operate the vehicle; (iii) the Agency maintains, and the driver is made aware of the requirements of, a safe driver policy; (iv) both the driver and the vehicle will be covered by an insurance policy maintained by the Agency for the use of such vehicle and (v) subject to any additional Agency policies and regulations.

- d. The Agency shall have the right to require the removal of any SCA member on the basis of unacceptable performance and/or conduct problems. SCA shall have the right to withdraw any SCA member if the Agency fails to provide sufficient and appropriate project assignments, safe conditions, appropriate housing, training, or project oversight. Provided there is no imminent threat to safety or health, the relevant party shall, prior to taking such corrective action, take the following steps: document the problem in writing, provide prior notice to the other party, and provide the other party with an opportunity to take corrective action.
- e. SCA shall assist the Agency in its investigation, whenever required, of any accident or incident involving any SCA member under this Agreement. In the event of such an accident or incident, SCA shall be deemed a temporary consultant for purposes of such investigation, and shall be provided access on a confidential basis to all investigative records and reports compiled or prepared by the Agency concerning such an accident or incident.
- f. SCA will conduct reimbursement billing; SCA will bill the agency in full after the project has been completed. The Agency agrees to make payment to SCA within 30 days of the date of such invoices. In the event any itemized invoice remains unpaid for more than 30 days, the Agency agrees to pay SCA an interest charge on the outstanding balance at the rate of 1% a month from the date the invoice was rendered.
- g. The Agency shall not hire any SCA member as an employee of the Agency prior to, or during, the SCA member's service as a corps member.
- h. This Agreement contains the entire agreement of the parties and may only be amended by written agreement, signed by both Parties.

**4. INSURANCE**

SCA shall maintain its current general liability insurance of not less than \$1,000,000 per occurrence for bodily injury and property damage, subject to the usual and customary policy conditions (including standard exclusion on vehicles licensed for highway use and on property in the care, custody and control of the policyholder). The Agency may be named as an additional insured to the extent its interest may appear. In addition, SCA shall maintain its current accidental death and dismemberment and accidental medical expense policy and injury insurance for the SCA member. For the purposes of tort and workers compensation claims, responsibility and coverage for all SCA staff and crew members is borne by the SCA.

**5. TERM** This Agreement shall become effective upon the date it is signed by both parties and shall remain in effect during the period of performance specified for this project.

**6. PROJECT COORDINATORS**

The Project Coordinators for this Agreement are:

**A. Bear-Paw Regional Greenways: Mark West, Phone: 603-778-5292, E-mail: [mark@westenv.net](mailto:mark@westenv.net); Katrina Amaral, E-mail: [katrina7amaral@gmail.com](mailto:katrina7amaral@gmail.com)**

**B. For the SCA: Davis Brush, Program Manager, SCA NH Corps, 75 South Main St. Unit 7 PMB 116 Concord NH 03301, Phone: 603-485-2191, E-mail: [dbrush@thesca.org](mailto:dbrush@thesca.org)**

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed by their duly authorized officers on the dates set forth below.

**THE STUDENT CONSERVATION ASSOCIATION, INC.**

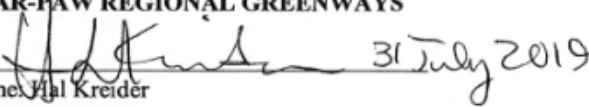
E-Signed : 08/08/2019 08:57 PM CDT

**Barbara McIntosh**

[bmcintosh@thesca.org](mailto:bmcintosh@thesca.org)  
IP: 73.0.251.81

**Sertif Electronic Signature**  
DocID: 20190808122333810

**BEAR-PAW REGIONAL GREENWAYS**

By:   
Name: **Phil Kreider**  
Title: **Board Chair**

31 July 2019



ATTACHMENT 1  
SCA NH Corps  
**Bear-Paw Regional Greenways –**  
**Clay Pond Conservation Area, Hooksett, NH**  
**2019 Project Overview**



The SCA NH Corps Crew will be based with **Bear-Paw Regional Greenways** for an 11-day term of service during the 2019 field season to complete a loop trail in the Clay Pond Conservation Area. If time allows we will also conduct trail maintenance to assist with the water drainage issues on nearby trails. During this time the crew will be staying at the SCA site at Spruce Pond Camp within Bear Brook State Park.

#### **Timeline**

The 5-7-person crew will serve for 11-days during SCA NH Corps' regular field season (June-October) with service dates of **August 20-August 30, 2019**. This will include 10 service days and 1 mid hitch day off within that timeline. The 10 service days will include 2 days of travel, with the crew arriving late morning on the first day and depart late morning to early afternoon of the final day to allow time for pre project planning and post project wrap up and reporting.

#### **Supervision**

The team will be administratively supervised by the SCA Conservation Service Coordinator based in Allenstown, NH.

#### **Training**

The crew members will arrive with experience in trail work and will receive additional project specific training and support from SCA for successful completion of the project as needed.

#### **Cost-Share**

**Bear-Paw Regional Greenways** will provide housing or camping facilities during the 11 days of the scheduled project. All tools, vehicles, equipment and food necessary for the completion of the project will be provided by SCA. All project specific materials will be provided by **Bear-Paw Regional Greenways**.

#### **Reporting and Evaluation**

The SCA NH Corps Conservation Coordinator will provide **Bear-Paw Regional Greenways** with a post-report of accomplishments at the conclusion of the service period. **Bear-Paw Regional Greenways** will complete an online evaluation of the crew's performance and impact within two weeks of receiving the post-hitch report and Evaluation Form.

Partner cost: \$10,500



## Town Council **STAFF REPORT**



**To:** Town Council  
**Title:** Acceptance of Moose Plate Grant Funds for Restoration of Historic Pre-1842 Map of Hooksett  
**Meeting:** Town Council - 20 Nov 2019  
**Department:** Administration  
**Staff Contact:** Nick Germain, Project Coordinator

### **BACKGROUND INFORMATION:**

Through the generous act of one Mark Birmingham of Manchester, the Hooksett Town Council accepted the donation of a historic map of Hooksett in April of 2019.

The map appears although weathered and aged, is believed to date from before 1842 due to a number of landmark exclusions and inclusions.

Subsequently, the chair of the Heritage Commission, Kathie Northrup, applied for a State of New Hampshire Mooseplate grant to have the document conserved.

Happily, Hooksett won funding for the grant, and is to receive \$3200. Town Council must first accept the grant, and then staff will submit the necessary paperwork and work with the Heritage Commission for all reporting efforts.

*This preservation project has been made possible through funds received from the sale of the New Hampshire Moose Conservation License Plate and administered by the New Hampshire State Library, a division of the New Hampshire Department of Natural and Cultural Resources.*

### **FINANCIAL IMPACT:**

Receive \$3200 to be used for document conservation treatments.

### **POLICY IMPLICATIONS:**

none

### **RECOMMENDATION:**

Accept the grant

### **SUGGESTED MOTION:**

"I motion to accept the \$3200 Moose Plate Grant and under the authority granted through RSA 31:95-b."

### **ATTACHMENTS:**

[1840s Map - Mooseplate Grant Acceptance](#)



10/17/2019

Dear Moose Plate Grant Recipient:

Congratulations on your successful application to the state library's Moose Plate Conservation Grant program.

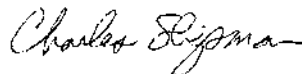
In order to disburse the first 90% of your grant funds, I will need the following three documents from you:

1. Please fill out and notarize the enclosed Grant Award letter signed by State Librarian Michael York.
2. Fill out and notarize the enclosed Certificate of Municipality.
3. Send in a Certificate of Insurance (a.k.a. Certificate of Coverage) for your municipality.

As soon as I receive these documents I can instruct our business office to release the funds for your grant project.

If you have any questions about these required documents, please let me know.

Sincerely,



Charles Shipman  
Reference Dept.  
NH State Library  
(603) 271-3302  
charles.shipman@dncr.nh.gov



STATE OF NEW HAMPSHIRE  
DEPARTMENT of NATURAL and CULTURAL RESOURCES  
NH STATE LIBRARY

20 Park Street Concord, New Hampshire 03301

This agreement between the State of New Hampshire, Department of Natural and Cultural Resources, New Hampshire State Library (hereinafter "State Library") and the Hooksett Heritage Commission (hereinafter "Grantee") is to witness receipt of funds subject to the following conditions.

1. FUNDING PERIOD: State of New Hampshire Fiscal Year 2019/2020
2. OBLIGATION OF THE GRANTEE
  - 2.1.1. The Grantee agrees to accept **\$3,200.00** and apply the funds to the project entitled **Conservation of Pre-1842 Map of Hooksett Village** as described in the Grantee's FY 2019/20 Moose License Plate Conservation Grant application and budget. In the performance of this grant agreement the Grantee is in all respects an independent contractor and is neither an agent nor employee of the State.
  - 2.1.2. The Grantee agrees to abide by the limitations, conditions and procedures outlined herein and to perform grant activities as outlined in its grant application and project budget. If appropriated funds for this grant program are reduced or terminated (including a reduction by the NH Conservation License Plate Advisory Committee), all payments under this grant may cease. That determination rests within the sole discretion of the Commissioner of Natural and Cultural Resources.
3. ACKNOWLEDGEMENT: Funding credit must appear in all programs, publicity, and promotional materials. The following wording is suggested.  
*"This preservation project has been made possible through funds received from the sale of the New Hampshire Moose Conservation License Plate and administered by the New Hampshire State Library, a division of the New Hampshire Department of Natural and Cultural Resources."*
4. PAYMENT: Payment will be made upon the acceptance of this grant agreement in the amount of ninety percent (90%) and in the amount of ten percent (10%) upon the acceptance of final grant reports.
5. FINAL GRANT REPORTS: The Grantee agrees to submit final narrative and financial reports on a form provided by the State Library by **December 31, 2020**. Failure to submit final reports will render the Grantee ineligible for future Conservation License Plate Grant funding within the NH Department of Natural and Cultural Resources.
6. SOVERIGN IMMUNITY: No provision of this contract is to be deemed a waiver of sovereign immunity by the State of New Hampshire.
7. SIGNATURES:

New Hampshire Department of Natural and Cultural  
Resources

*Michael C York* 10/17/19  
Michael C. York, State Librarian Date

Grantee

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Printed name and title of Authorized Signatory \_\_\_\_\_

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

NOTARY

State of New Hampshire, County of \_\_\_\_\_

Subscribed before me this day \_\_\_\_\_

**State of New Hampshire**  
**Certificate of Municipality**

I, {Name} \_\_\_\_\_ of {Municipality} \_\_\_\_\_ do hereby certify to the following assertions:

1. I am a duly elected and acting Clerk for the Municipality documented above, which is in the State of New Hampshire;
2. I maintain and have custody of, and am familiar with the minute books of the Municipality;
3. I am duly authorized to issue certificates with respect to the contents of such books;

**RESOLVED:** That this municipality shall enter into a contract with the State of New Hampshire, acting by and through the Department of Cultural Resources/New Hampshire State Library providing for the performance by this Municipality of certain services as documented within the foregoing FY 2017/2018 Moose License Plate Conservation Grant application, and that the official *(Name & Title of Official signing the Grant Agreement)*:

\_\_\_\_\_,  
on behalf of this Municipality, is authorized and directed to enter into the said grant agreement with New Hampshire Department of Cultural Resources/NH State Library, and that s/he is to take any and all such actions that may be deemed necessary, desirable or appropriate in order to execute, seal, acknowledge and deliver any and all documents, agreements and other instruments on behalf of this Municipality in order to accomplish the same.

**RESOLVED:** That the signature of the above authorized official of this Municipality, when affixed to any instrument or document described in, or contemplated by this resolution, shall be conclusive evidence of the authority of said parties to bind this Municipality, thereby. The foregoing resolution has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof;

4. The following person(s) have been duly elected/appointed to, and now occupy, the offices indicated:

Municipality Administrator or Selectmen Chair: \_\_\_\_\_

Municipality Clerk: \_\_\_\_\_

Municipality Treasurer: \_\_\_\_\_

5. The preceding is a true, accurate and complete excerpt facsimile of the resolution adopted during an official meeting of the Municipality and has not been amended or revoked. Said meeting was held in accordance with the laws and by-laws of the State of New Hampshire, upon the following date: \_\_\_\_\_

Signed: *(Clerk)* \_\_\_\_\_

**Notary**

State of New Hampshire, County of \_\_\_\_\_

On this day \_\_\_\_\_ personally appeared  
and was satisfactorily proven to be the person whose name appears above, and  
acknowledged s/he executed this document in the capacity indicated.

Notary Signature \_\_\_\_\_  
My Commission Expires \_\_\_\_\_



Town Council

## STAFF REPORT



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**To:** Town Council  
**Title:** FY 2020-21 Budget and Warrant Articles  
**Meeting:** Town Council - 20 Nov 2019  
**Department:** Finance  
**Staff Contact:** Christine Soucie, Finance Director

**BACKGROUND INFORMATION:**

Update and review budget and warrant articles.

**ATTACHMENTS:**

[Sewer Warrant article](#)

WARRANT ARTICLE FOR ASSET MANAGEMENT  
FOR WASTEWATER PUBLIC FACILITIES

To see if the Town will vote to raise and appropriate the sum of **\$30,000.00** for the purpose of developing an Asset Management Program for the Wastewater Public Facilities that will qualify the Town for federal and state funds (the "Project"); to authorize the issuance of not more than \$30,000.00 of bonds and notes in accordance with the provisions of the Municipal Finance Act (RSA 33); to authorize the Town Council to determine the date, maturities, interest rate, and other details of such bonds or notes; and to authorize the Town Council to apply for, obtain, and accept federal, state, or other aid for the Project, including the Clean Water State Revolving Fund program, which may provide principal forgiveness in the amount of up to \$30,000.

(3/5 ballot vote required) Recommended by the Town Council (tally), Recommended by the Budget Committee (tally)



## References to NH Solar and Wind Laws

Items highlighted in **yellow** are what is being proposed for adoption in Hooksett. These are for solar and wind (turbines / mills). This document captures the other references to laws.

New Hampshire Statutes

Table of Contents

CHAPTER 72: PERSONS AND PROPERTY LIABLE TO TAXATION

<http://www.gencourt.state.nh.us/rsa/html/NHTOC/NHTOC-V-72.htm>

Procedure for Adoption (excerpt below)

<http://www.gencourt.state.nh.us/rsa/html/V/72/72-27-a.htm>

### TITLE V - TAXATION - CHAPTER 72

#### PERSONS AND PROPERTY LIABLE TO TAXATION - Property Taxes

##### **Section 72:27-a**

**72:27-a** Procedure for Adoption, Modification, or Rescission. –

I. Any town or city may adopt the provisions of RSA 72:28, RSA 72:28-b, RSA 72:29-a, RSA 72:35, RSA 72:37, RSA 72:37-b, RSA 72:38-b, RSA 72:39-a, **RSA 72:62**, **RSA 72:66**, RSA 72:70, RSA 72:76, or RSA 72:82 in the following manner:

(a) In a town, other than a town that has adopted a charter pursuant to RSA 49-D, the question shall be placed on the warrant of a special or annual town meeting, by the governing body or by petition pursuant to RSA 39:3.

(b) In a city or town that has adopted a charter pursuant to RSA 49-C or RSA 49-D, the legislative body may consider and act upon the question in accordance with its normal procedures for passage of resolutions, ordinances, and other legislation. In the alternative, the legislative body of such municipality may vote to place the question on the official ballot for any regular municipal election.

II. The vote shall specify the provisions of the property tax exemption or credit, the amount of such exemption or credit, and the manner of its determination, as listed in paragraph I. If a majority of those voting on the question vote "yes," the exemption or credit shall take effect within the town or city, on the date set by the governing body, or in the tax year beginning April 1 following its adoption, whichever shall occur first.

III. A municipality may modify, if applicable, or rescind the exemption or credits provided in paragraph I in the manner described in this section.

IV. An amendment to a statutory provision listed in paragraph I related to an exemption or credit amount or to the eligibility or application of an exemption or credit, shall apply in a municipality which previously adopted the provision only after the municipality complies with the procedure in this section, unless otherwise expressly required by law.

**Source.** 2003, 299:1; 299:23. 2004, 170:3. 2008, 224:3, eff. July 1, 2008. 2016, 217:2, eff. Aug. 8, 2016. 2017, 179:1, eff. Aug. 28, 2017.

## References to NH Solar and Wind Laws

### **72:27-a Procedure for Adoption, Modification, or Rescission. –**

I. Any town or city may adopt the provisions of RSA 72:28, RSA 72:28-b, RSA 72:29-a, RSA 72:35, RSA 72:37, RSA 72:37-b, RSA 72:38-b, RSA 72:39-a, **RSA 72:62, RSA 72:66**, RSA 72:70, RSA 72:76, RSA 72:82, or RSA 72:85 in the following manner:

(a) In a town, other than a town that has adopted a charter pursuant to RSA 49-D, the question shall be placed on the warrant of a special or annual town meeting, by the governing body or by petition pursuant to RSA 39:3.

(b) In a city or town that has adopted a charter pursuant to RSA 49-C or RSA 49-D, the legislative body may consider and act upon the question in accordance with its normal procedures for passage of resolutions, ordinances, and other legislation. In the alternative, the legislative body of such municipality may vote to place the question on the official ballot for any regular municipal election.

II. The vote shall specify the provisions of the property tax exemption or credit, the amount of such exemption or credit, and the manner of its determination, as listed in paragraph I. If a majority of those voting on the question vote "yes," the exemption or credit shall take effect within the town or city, on the date set by the governing body, or in the tax year beginning April 1 following its adoption, whichever shall occur first.

III. A municipality may modify, if applicable, or rescind the exemption or credits provided in paragraph I in the manner described in this section.

IV. An amendment to a statutory provision listed in paragraph I related to an exemption or credit amount or to the eligibility or application of an exemption or credit, shall apply in a municipality which previously adopted the provision only after the municipality complies with the procedure in this section, unless otherwise expressly required by law.

**Source.** 2003, 299:1; 299:23. 2004, 170:3. 2008, 224:3, eff. July 1, 2008. 2016, 217:2, eff. Aug. 8, 2016. 2017, 179:1, eff. Aug. 28, 2017. 2019, 327:3, eff. Oct. 15, 2019.

## **CHAPTER Rev 400 PROPERTY TAX CREDITS, EXEMPTIONS AND DEFERRALS**

[http://www.gencourt.state.nh.us/rules/state\\_agencies/rev400.html](http://www.gencourt.state.nh.us/rules/state_agencies/rev400.html)

### **Definition:**

Rev. 401.27 "Solar energy system" means "solar energy system" as defined in RSA 72:61, namely "a system which utilizes solar energy to heat or cool the interior of a building or to heat water for use in a building and which includes one or more collectors and a storage container. 'Solar energy system' also means a system which provides electricity for a building by the use of photovoltaic panels."

References to NH Solar and Wind Laws

PART Rev 402 GENERAL INFORMATION

Rev 402.02 Types of Optional Property Tax Credits and Exemptions. A municipality may adopt, rescind, or modify, if applicable, the following property tax credits and exemptions pursuant to RSA 72:27-a:

- (a) Optional veterans' tax credit pursuant to Rev 403;
- (b) All veterans' tax credit pursuant to Rev 404;
- (c) Optional service-connected total and permanent disability tax credit pursuant to Rev 405;
- (d) Optional surviving spouse tax credit pursuant to Rev 406;
- (e) Exemption for the disabled pursuant to Rev 410;
- (f) Exemption for deaf or severely hearing impaired persons pursuant to Rev 411;
- (g) Exemption for the blind pursuant to Rev 413;
- (h) Exemption for solar energy systems pursuant to Rev 414;
- (i) Exemption for wind-powered energy systems pursuant to Rev 415; and
- (j) Exemption for woodheating energy systems pursuant to Rev 416.

**Source.** #5911, eff 10-14-94; ss and moved by #7410, eff 11-23-00 (from Rev 402.03); (See Revision Note at chapter heading for Rev 400) #9309, eff 10-30-08 (from Rev 402.04); ss by #12027, eff 10-28-16

PART Rev 414 EXEMPTION FOR SOLAR ENERGY SYSTEMS

Rev 414.01 Exemption for Solar Energy Systems.

- (a) An applicant shall not be entitled to the exemption for solar energy systems pursuant to RSA 72:62 unless:
  - (1) The applicant's real estate is located in a municipality that has adopted the exemption for solar energy systems; and
  - (2) The applicant owns real estate which is equipped with a solar energy system.
- (b) The amount of the exemption for solar energy systems shall be equal to:
  - (1) 100% of any increase in the assessed value of the applicant's residential real estate resulting from the solar energy system; or
  - (2) A dollar amount adopted by the municipality.
- (c) The exemption for solar energy systems shall apply only in the tax years during which the solar energy system is functioning.

**Source.** #12027, eff 10-28-16

PART Rev 415 EXEMPTION FOR WIND-POWERED ENERGY SYSTEMS

Rev 415.01 Exemption for Wind-Powered Energy Systems.

- (a) An applicant shall not be entitled to the exemption for wind-powered energy systems pursuant to RSA 72:66 unless:
  - (1) The applicant's real estate is located in a municipality that has adopted the exemption for wind-powered energy systems; and

# References to NH Solar and Wind Laws

- (2) The applicant owns real estate which is equipped with a wind-powered energy system.
- (b) The amount of the exemption for wind-powered energy systems shall be equal to:
  - (1) 100% of any increase in the assessed value of the applicant's residential real estate resulting from the wind-powered energy system; or
  - (2) A dollar amount adopted by the municipality.
- (c) The exemption for wind-powered energy systems shall apply only in the tax years during which the wind-powered energy system is functioning.

## Section 72:29

### 72:29 Definitions. –

- I. The word "resident" as used in RSA 72:28 , RSA 72:28-b, and RSA 72:28-c shall mean a person who has resided in this state for at least one year preceding April 1, in the year in which the tax credit is claimed.
- II. The term "residential real estate" for the purposes of RSA 72:28-34, inclusive, shall mean the real estate which the person qualified for an exemption or a tax credit thereunder occupies as his principal place of abode together with any land or buildings appurtenant thereto and shall include manufactured housing if used for said purpose.
- III. "Exemption" as used in RSA 72 shall mean the amount of money to be deducted from the assessed valuation, for property tax purposes, of real property.
- IV. The term "tax credit" as used in RSA 72 shall mean the amount of money to be deducted from the person's tax bill.
- V. The term "surviving spouse" as used in RSA 72 shall not include a surviving spouse that has remarried, but if the surviving spouse is later divorced, his or her status as the surviving spouse of a veteran is regained. If the surviving spouse remarries and the new husband or wife dies, he or she shall be deemed the widow or widower of the latest spouse and shall not revert to the status of a surviving spouse of a veteran.
- VI. For purposes of RSA 72:28, 28-b, 28-c, 29-a, 30, 31, 32, 33, 35, 36-a, 37, 37-a, 37-b, 38-a, 39-a, 62, 66, and 70, the ownership of real estate, as expressed by such words as "owner," "owned" or "own," shall include those who have placed their property in a grantor/revocable trust or who have equitable title or the beneficial interest for life in the subject property.
- VII. The term "theater of operations service medal" for the purposes of RSA 72:28-34 shall mean any medal, ribbon, or badge awarded to a member of the armed forces which establishes that the member served in a theater of war or armed conflict, as determined by the director of the division of veterans services with written notification to the department of revenue administration.

References to NH Solar and Wind Laws

**Source.** 1947, 240:1, par. 29-g. RSA 72:29. 1955, 289:4. 1963, 118:2. 1991, 70:9, 10. 1993, 73:4. 1994, 102:1; 390:7. 1995, 265:12. 2004, 170:2; 238:1. 2010, 119:7. 2011, 138:1, eff. April 1, 2011. 2016, 217:3, 5, eff. Aug. 8, 2016. 2018, 151:2, 3, eff. Jan. 1, 2019. 2019, 273:7, eff. Sept. 17, 2019.

TITLE V - TAXATION - CHAPTER 72  
PERSONS AND PROPERTY LIABLE TO TAXATION - Property Taxes

**Section 72:33**

<http://www.gencourt.state.nh.us/rsa/html/V/72/72-33.htm>

**72:33 Application for Exemption or Tax Credit. –**

I. No person shall be entitled to the exemptions or tax credits provided by RSA 72:28, 28-b, 28-c, 29-a, 30, 31, 32, 35, 36-a, 37, 37-a, 37-b, 38-b, 39-b, 62, 66, and 70 unless the person has filed with the selectmen or assessors, by April 15 preceding the setting of the tax rate, a permanent application therefor, signed under penalty of perjury, on a form approved and provided by the commissioner of revenue administration, showing that the applicant is the true and lawful owner of the property on which the exemption or tax credit is claimed and that the applicant was duly qualified upon April 1 of the year in which the exemption or tax credit is first claimed, or, in the case of financial qualifications, that the applicant is duly qualified at the time of application. The form shall include the following and such other information deemed necessary by the commissioner:

- (a) Instructions on completing and filing the form, including an explanation of the grounds for requesting tax exemptions and credits pursuant to RSA 72.
- (b) Sections for information concerning the applicant, the property for which the relief is sought, and other properties owned by the person applying.
- (c) A section explaining the appeal procedure and stating the appeal deadline in the event the municipality denies the tax relief request in whole or in part.
- (d) A place for the applicant's signature with a certification by the person applying that the application has a good faith basis and the facts in the application are true.

I-a. If any person, otherwise qualified to receive an exemption or credit, shall satisfy the selectmen or assessors that he or she was prevented by accident, mistake, or misfortune from filing a permanent application or amended permanent application on or before April 15 of the year in which he or she desires the exemption to begin, said officials may receive the application at a later date and grant an exemption or credit for that year; but no such application shall be received or exemption or credit granted after the local tax rate has been approved for that year.

I-b. Notwithstanding the April 15 application deadline in paragraph I, a person may apply for the tax credit for combat service under RSA 72:28-c at any point during the tax year in which the person is engaged in combat service. If the application is received and granted after the tax rate for the city or town is set, the credit shall be applied to the balance of tax payments due for that year. If a

## References to NH Solar and Wind Laws

person is deemed eligible for the tax credit after taxes have been billed and paid for the tax year in which the person served, the credit shall be applied in the following year.

II. Any person who changes residence after filing such a permanent application shall file an amended permanent application on or before December 1 immediately following the change of residence. The filing of the permanent application shall be sufficient for said persons to receive these exemptions or tax credits on an annual basis so long as the applicant does not change residence.

III. If the selectmen or assessors are satisfied that the applicant has willfully made any false statement in the application to obtain an exemption or tax credit, they may refuse to grant the exemption or tax credit.

IV. [Repealed.]

V. In addition to the above requirements, applicants for exemption who claim ownership pursuant to RSA 72:29, VI shall file with their application an additional statement signed under penalty of perjury, on a form approved and provided by the commissioner of revenue administration, showing they meet the requirements of RSA 72:29, VI.

VI. The assessing officials may require applicants for any exemption or tax credit to file the information listed in RSA 72:34, or the statement required by RSA 72:33, V periodically but no more frequently than annually. Failure to file such periodic statements may, at the discretion of the assessing officials, result in a loss of the exemption or tax credit for that year.

**Source.** 1947, 240:1, par. 29-d. RSA 72:33. 1969, 55:1. 1973, 544:8. 1977, 502:1. 1983, 155:8; 385:1. 1987, 325:1. 1991, 70:14. 1994, 102:2; 390:3, 8. 1995, 265:3, 20. 1996, 140:7. 1997, 281:1. 2003, 131:1; 299:6, 25, 26. 2007, 182:3, eff. April 1, 2007. 2016, 217:6, eff. Aug. 8, 2016. 2018, 151:4, 5, eff. Jan. 1, 2019.

## Section 72:34

<http://www.gencourt.state.nh.us/rsa/html/V/72/72-34.htm>

### **72:34 Investigation of Application and Decision by Town Officials. –**

I. On receipt of an application provided for in RSA 72:33 or RSA 72:38-a, the selectmen or assessors shall examine it as to the right to the tax exemption, tax deferral or tax credit, the ownership of the property listed, and, if necessary, the encumbrances reported.

II. For those exemptions having income or asset limitations, the assessing officials may request true copies of any documents as needed to verify eligibility. Unless otherwise provided for by law, all documents submitted with an application or as requested, as provided for in paragraphs I and II, and any copies shall be considered confidential, handled so as to protect the privacy of the individual, and not used for any purpose other than the specific statutory purposes for which

# References to NH Solar and Wind Laws

the information was originally obtained. All documents and copies of such documents submitted by the applicant shall be returned to the applicant after a decision is made on the application.

III. The assessing officials shall grant the exemption, deferral, or tax credit if:

- (a) They are satisfied that the applicant has not willfully made any false statement in the application for the purpose of obtaining the exemption, deferral, or tax credit; and
- (b) The applicant cooperated with their requests under paragraph II, if it applies.

IV. On or before July 1 prior to the date of notice of tax under RSA 72:1-d, the selectmen or assessors shall send by first class mail a written decision to any taxpayer who timely requests an exemption or tax credit. On or before July 1 following the date of notice of tax under RSA 72:1-d, the selectmen or assessors shall send by first class mail a written decision to any taxpayer who timely requests a deferral. This decision shall be sent on a form to be prepared by the department of revenue administration. The decision shall advise the taxpayer of the municipality's decision and shall inform the taxpayer of the appeal procedure set forth in RSA 72:34-a. Failure to respond shall constitute denial. Municipalities may, at their option, require the taxpayer to furnish a self-addressed envelope with sufficient postage for the mailing of this written decision.

**Source.** 1947, 240:1, par. 29-e. RSA 72:34. 1969, 183:1. 1981, 188:1. 1991, 70:15, 16. 1995, 265:4. 2003, 299:7. 2004, 170:4. 2006, 30:1, eff. June 3, 2006.

## Section 72:34-a

<http://www.gencourt.state.nh.us/rsa/html/V/72/72-34-a.htm>

### **72:34-a Appeal From Refusal to Grant Exemption, Deferral, or Tax Credit. –**

Whenever the selectmen or assessors refuse to grant an applicant an exemption, deferral, or tax credit to which the applicant may be entitled under the provisions of RSA 72:23, 23-d, 23-e, 23-f, 23-g, 23-h, 23-i, 23-j, 23-k, 28, 28-b, 28-c, 29-a, 30, 31, 32, 35, 36-a, 37, 37-a, 37-b, 38-a, 38-b, 39-a, 39-b, 41, 42, 62, 66, or 70 the applicant may appeal in writing, on or before September 1 following the date of notice of tax under RSA 72:1-d, to the board of tax and land appeals or the superior court, which may order an exemption, deferral, or tax credit, or an abatement if a tax has been assessed.

**Source.** 1969, 183:2. 1973, 544:13. 1975, 127:2. 1982, 42:88. 1983, 155:9. 1987, 325:2. 1991, 70:17; 306:8. 1994, 390:5. 1995, 265:5. 1996, 140:8. 2003, 131:2, eff. April 1, 2003. 2016, 217:7, eff. Aug. 8, 2016. 2018, 151:6, eff. Jan. 1, 2019.



## *Town of Hooksett*

### WARRANT ARTICLE REQUEST FORM

**Date of Request:** November 6, 2019    **Date of Town Meeting:** November 6, 2019

**Name of Department Submitting Request:** TBD

**1. Please provide the wording of the proposed article.**

Shall the town adopt the provisions of RSA 72:61 through RSA 72:64 inclusively, which provide for an optional property tax exemption from the property's assessed value, for property tax purposes, for persons owning real property, which is equipped with solar energy systems intended for use at the immediate site. Such property tax exemption shall be in the amount equal to 100% of the assessed value of qualifying solar energy system equipment under these statutes, not to exceed \$30,000. (Majority vote required)

**2. What is the intent and purpose of article?**

The intent of this article is to provide a tax incentive for the development of renewable energy, specifically solar energy.

The goal of the exemption is to create a tax neutral policy within the town of Hooksett that neither increases an individual's property tax, nor decreases the municipality's property tax revenues.

By implementing it as a tax neutral policy, homeowners do not have a disincentive of higher property taxes for installing a renewable energy system, and since there is no net reduction in municipal tax revenues, other taxpayers in a municipality are not affected.

**3. If this article is not passed at Town Meeting or approved by the Town Council, what affect would this have on your department goals and programs?**

If this article is not passed, the town will continue to ignore incentives made available by state statutes for adopting renewable resources.



**4. Estimated cost?**

No cost to the town of Hooksett.

**5. Is any further information necessary for the deliberation?**

None.



## Town Council

# STAFF REPORT



**To:** Town Council  
**Title:** Town of Hooksett Health Insurance for Elected Officials  
**Meeting:** Town Council - 20 Nov 2019  
**Department:** Administration  
**Staff Contact:** Donna Fitzpatrick, Administrative Services Coordinator

### BACKGROUND INFORMATION:

The Town Council, at their meeting of 10/23/19, discussed an agenda item for active Town Council members "governing body elected officials" to be added as a new group on the Town's health insurance (medical and dental). This agenda item was added at the request of a sitting Councilor. HealthTrust (the Town's insurance broker for our Anthem medical plans and Delta dental plans) provided their current by-laws on elected officials being offered municipal health insurance coverage. As a result of a lengthy discussion on this subject matter with many unknowns, the Council directed the Town Administrator to look into the cost, policy and procedure for offering health insurance (medical and dental) to elected officials in Hooksett, NH. This item was then tabled for the Council's next meeting of 11/06/19.

### Additional information for the 11/06/19 Council meeting:

#### A. HealthTrust "all eligible list" for municipal health insurance:

"Employee" means in whole or in part as each Member in HealthTrust may determine, any individual (but not including an independent contractor) described in the categories below and on whose behalf Contributions are made to HealthTrust by a Member: 4 HealthTrust, Inc.  
 Bylaws Effective: January 26, 2017

- (a) An **employee** within the meaning of Sub-Title C of the Code;
  - (b) Any person who has been an employee described in the immediately preceding subsection (a) but is on leave of absence or is **retired**;
  - (c) Any publicly **elected official** of a Member whose term of office is at least one (1) year's duration (or official appointed to fill the unexpired term of a publicly elected official) regardless of his or her scheduled work week if such official is described in one of the categories as follows:
    - (i) Individuals serving on the **Governing Body** of a Member; or
      - (ii) Officials who serve in an **administrative position** of a Member which position is comparable in status to a department-head level appointed administrator, but which, by law or option of the Member, is an elected position. Such position shall include, but not be limited to, clerks, treasurers, tax collectors, road agents and police chiefs.
    - (d) **Volunteer firefighters and part-time firefighters** of a Member's fire department, regardless of his or her scheduled work week, upon satisfaction of the following criteria ("firefighters"):
      - (i) The Member's fire department or service is subject to RSA 154:1;
      - (ii) It is determined by resolution of the Governing Body of a Member that its firefighters shall be eligible for participation in HealthTrust;
      - (iii) The firefighter has continuously served as a firefighter in the Member's fire department for one year;

(iv) The firefighter meets and maintains State of New Hampshire, Division of Fire Standards & Training, Firefighter I certification as a firefighter.

(e) **Any elected or appointed official** serving on a permanent board or commission of a Member which board or commission is established pursuant to a statute of the State of New Hampshire and whose term of office is at least one (1) year's duration regardless of his or her scheduled work week.

(f) **Any spouse or dependent, including a surviving spouse or dependent, of any of the foregoing persons.**

**B. HealthTrust will add a newly eligible employee group (ie elected officials) to our existing contracts any point during our calendar year contract, as long as they have the Town Council meeting minutes with a motion of approval by the governing body.**

**C. HealthTrust does not track which groups within the municipal pool have elected or appointed officials as eligible employees being offered health and dental benefits. Town Legal counsel is not aware of any specific towns/cities that offer health insurance to elected officials, however they do recall some counties offering that to commissioners.**

**D. Total # of Town of Hooksett Elected Officials = 37 (see attached Administrative Code section 4)**

**E. 01/01/2020 Non-Union medical and dental rate sheet (see attached)**

Cost to Town for All Elected Officials **37** (only 9 Councilors) if using non-union rate sheets = premium, HRA, FSA - **bolded comparison for two-person plan option**

1. **Access Blue HMO AB201PDED \$250/\$750 deductible:** single \$339,671.47 (\$82,622.79), **two-person \$679,346.27 (\$165,246.39)**, family \$917,116.04 (\$223,082.28)

2. **Access Blue HMO ABSOS20/40 \$1,000/\$3,000 deductible:** single \$324,781.56 (\$79,000.92), **two-person \$649,567.56 (\$158,002)**, family \$876,913.32 (\$213,303.24)

Option #2 has a HRA (health reimbursement arrangement); Town funds, pay toward those services requiring a deductible after employee meets initial contribution:

single employee \$700 & Town \$300 (\$11,100), **two-person employee \$1,375 & Town \$625 (\$23,125)**, family employee \$2,000 & Town \$1,000 (\$37,000)

3. **Lumenos 2500 \$2,500/\$5,000 deductible:** single \$339,451.32, **two-person \$678,898.20**, family \$916,513.68

**Note:** All plans above have a FSA (Flexible Spending Account) an employee may add as an option to the base insurance plan. Minimum \$480 Maximum \$2,400 deducted over 48 pay periods.

**F. 01/01/2020 Retiree medical and dental rate sheet (see attached)**

**Cost to Town for All Elected Officials (37) or Town Council Members Only (9) if using retiree rate sheets =** elected officials would pay 100% of their insurance premiums for medical and dental; therefore **only the claims experience exposure** that may impact the Town's annual rate renewals. Policy would need to be set for elected officials paying direct for premiums to HealthTrust via ACH (auto checking withdrawal).

G. Would a Charter change be needed if elected officials were offered Town of Hooksett health insurance? **No charter amendment appears to be necessary at this time, but we should revisit if a resolution is adopted and is passed during the next town meeting cycle. As it stands, the charter talks about the Councilors receiving \$1,500 cash each year, and that does not change, but health insurance is a component of compensation so the conservative approach would be to add some sentence at the end of Section 3.4 stating that the Councilors are eligible to receive health insurance. Unless this is actually approved by the voters, it is speculation.**

**HOOKSETT TOWN CHARTER**

**Sec. 3.4. Compensation.**

Councilors shall receive as compensation the sum of one thousand five hundred dollars (\$1,500.00) per year. The Chair shall receive an additional five hundred dollars (\$500.00) per year.

Councilors shall receive reimbursement for reasonable mileage and expenses incurred in the performance of Town business outside the Town limits of Hooksett according to rules of the Council.

**Sec. 6.3. Compensation.**

A. The compensation of all elected and appointed officials and department heads shall be established and modified by express resolution of the Council.

B. The rate of compensation of Council members may be changed by an ordinance approved by a majority of the Council subject to an assenting vote of the Town at the next election.

Compensation paid any member of the Council may not be initiated until the assenting vote is received.

C. The compensation of all Town employees not fixed by other provisions of this Charter or collective bargaining shall be fixed in the Personnel Plan by a schedule of pay which shall include

a minimum and maximum and such intermediate rates as may be deemed desirable for each class of position provided for in said plan.

D. In recommending the Town budget, the Council shall not increase or decrease any individual compensation item but shall act solely with respect to total salaries in the various departments of the Town.

**H. Do the Town Councilors vote on this item, when they may be the ones enrolling onto this insurance? Recuse for personal gain? Council has the unilateral right to make that change through resolution, so long as the resolution is then approved by the town meeting.**

I. When conducting further research on "elected" officials on municipal health insurance, HealthTrust provided their full by-laws - see (d) (e) (f) above for additional groups the Town may consider. At this time the Town does not offer Health Insurance to any part-time employees, elected or appointed officials, or volunteer or part-time firefighters. Retiree's surviving spouse may continue insurance based on the rate sheet attached. Continuation coverage is available for surviving covered family members via COBRA and HealthTrust's Survivor Care and Transition Care Programs.

**FINANCIAL IMPACT:**

To be determined based on non-union rate sheet or retiree rate sheet AND all elected officials (37) or only Town Council members (9) - see above background for details.

**POLICY IMPLICATIONS:**

To be established based on all elected officials or only Town Council members for "active member", "attendance", etc.

**RECOMMENDATION:**

If the Town Council motions to add elected officials to the Town of Hooksett Health Insurance: 1) use the retiree rate sheet model and 2) add a HealthTrust Domestic Partner Rider to our existing active employee medical plans (no cost to add rider, however cost is when employee upgrades from single to two-person plan and claims experience exposure of domestic partner):

***Domestic Partner***

If your Group offers a Domestic Partner Rider, a domestic partner of an employee who resides at the same legal residence for at least 12 months is eligible to enroll.

If the domestic partnership is terminated, the former domestic partner may be eligible for continuation coverage if such continuation coverage is elected under federal or state law. (See the "COBRA and Other Continuation Coverage Rights" section for a detailed description of eligibility.)

**SUGGESTED MOTION:**

To be determined by Town Council.

**TOWN ADMINISTRATOR'S RECOMMENDATION:**

Information provided at the request of the Council.



Town Council  
**STAFF REPORT**



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**To:** Town Council  
**Title:** Central Hooksett Water Precinct Boundary Change  
**Meeting:** Town Council - 20 Nov 2019  
**Department:** Administration  
**Staff Contact:** Nick Germain, Project Coordinator

**BACKGROUND INFORMATION:**

See petition and staff report included in the agenda packet and any testimony by interested parties.

**FINANCIAL IMPACT:**

None

**POLICY IMPLICATIONS:**

None

**RECOMMENDATION:**

Approve the boundary changes to Central Hooksett Water Precinct.

**SUGGESTED MOTION:**

"I motion that Council approves the proposed boundary changes to the Central Hooksett Water Precinct as found in the submitted petition."





Town Council  
**STAFF REPORT**



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**To:** Town Council  
**Title:** Conservation Commission Request for Retroactive Approval of a Sole Source Agreement with Bear-Paw  
**Meeting:** Town Council - 20 Nov 2019  
**Department:** Community Development  
**Staff Contact:** Leann Fuller, Community Development Clerk

**BACKGROUND INFORMATION:**

JoCarol Woodburn, Vice-Chair of the Conservation Commission, spoke regarding the Student Conservation Association, Inc. creating a walking trail and loop directing hikers away from the sensitive wildlife areas at the Clay Pond Conservation Area. This work was completed in August and the Conservation Commission is requesting a retroactive approval for a sole source agreement with Bear-Paw.

**RECOMMENDATION:**

Vote to approve the sole source agreement with Bear-Paw Regional Greenways for the work completed by the Student Conservation Association, Inc. in the amount of \$10,500.

**SUGGESTED MOTION:**

Motion to approve the sole source agreement with Bear-Paw Regional Greenways for the work completed by the Student Conservation Association Inc., in the amount of \$10,500.

**ATTACHMENTS:**

[Bear-Paw Contract with HCC for SCA work](#)  
[SCA Contract with Bear-Paw \(Signed\)](#)



## **Trail Work Contract – Clay Pond Headwaters Conservation Area**

November 4, 2019

*This contract retroactively covers the Summer 2019 work completed by the Student Conservation Association, as overseen by Bear-Paw Regional Greenways and the Hooksett Conservation Commission. The completed work was highlighted in Bear-Paw's Fall 2019 newsletter as well as on the the SCA's social media sites.*

### **Rational**

During the Summer of 2019 Student Conservation Association (SCA) teams are available to assist with trail projects on conservation land. This is an opportunity to complete a trail proposed in the 2014 Clay Pond Headwaters Conservation Area Stewardship Plan.

Bear-Paw Regional Greenways proposes to oversee the work of the SCA volunteers and to liaison with the Conservation Commission and regional partners (New Hampshire Fish & Game, NH Department of Environmental Services) to ensure that best practices for trail design and completion are met.

### **Objectives**

Bear-Paw staff will:

- Identify best location for new trail within the Clay Pond Headwaters Conservation Area
- Coordinate with NHF&G and NH DES to comply with best practices and all relevant permits
- Coordinate with SCA to identify accommodations for trail crew and address logistical concerns
- Attend preliminary meetings and site visits
- Oversee trail work during the 10-day hitch

### **Proposal**

Bear-Paw proposes to work with the Hooksett Conservation Commission and other partners to complete the new trail. The basis for the trail was established in the Stewardship Plan and will provide hikers with a link between to spur trails while directing them away from sensitive wildlife habitat. Bear-Paw will oversee the work and coordinate with the HCC and SCA.

The Town of Hooksett will pay for the trail work completed by the SCA.

### **Timeline**

Summer of 2019 (trail work dates: August 20 – August 30)

**Pricing and Payment**

The cost of the work – a six member trail crew for 10 days – is \$10,500 per the SCA contract

K. Amaral 11/24/15

Katrina Amaral

Executive Director

Bear-Paw Regional Greenways

Cindy Robertson  
Chair, Conservation Commission

\_\_\_\_\_  
Town of Hooksett

**AGREEMENT BETWEEN  
THE STUDENT CONSERVATION ASSOCIATION, INC.  
AND  
BEAR-PAW REGIONAL GREENWAYS**

This Agreement is made and entered into by and between The Student Conservation Association, Inc., a nonprofit New York corporation, with its principal place of business at 689 River Road, P.O. Box 550, Charlestown, NH 03603 ("SCA"), and the Bear-Paw Regional Greenways with its place of business at Post Office Box 19, Deerfield, NH 03037.

**1. BACKGROUND**

The SCA is a nonprofit organization which fosters life-long stewardship of the environment by offering opportunities for education, leadership and personal development to its participants while providing a high quality public service in natural resource management and conservation. SCA recruits, trains and places qualified youth to serve in environmental conservation projects as members of the SCA conservation corps program. The SCA's residential New Hampshire program provides conservation crew services statewide to partner Agencies.

Bear-Paw Regional Greenways, which will be referred to as the Agency, is a nonprofit organization working to permanently conserve a network of lands that protects our region's water, wildlife habitat, forests, and farmland.

**2. SCOPE OF SERVICES**

A. It is mutually agreed by the parties that SCA and Bear-Paw Regional Greenways shall cooperate in the placement of one 5-7 member SCA Conservation Corps crew for a 11-day term of service during the summer of 2019, to perform trail service and other conservation service activities in New Hampshire as further described in this Agreement.

**2.1 SCA agrees:**

- a. To provide one well-trained, team of 5-7 corps members for an 11-day hitch period during the summer field season 2019;
- b. To manage the crew and to implement the project activities as described in this Agreement and Attachment, which are incorporated herein by reference;
- c. To provide food, tools, vehicles, and equipment necessary to complete the projects;
- d. To provide staff support; staff members are responsible for all supervision of the corps members as needed;

- e. To provide an AmeriCorps Educational Award to qualifying SCA members, but only if and when made available by the Corporation for National and Community Service; All members that serve on this hitch must accept an AmeriCorps Education Award;
- f. To complete Liability and Workers Compensation Insurance for the members;
- g. To report and evaluate of the members' service and performance.

C. The Agency agrees:

- a. To provide site and project work specifications, technical assistance as required, and to collaborate with the SCA staff as mutually agreed to carry out Project work;
- b. To pay SCA up to **\$10,500 (Ten Thousand five Hundred Dollars)** for Project services;
- c. All necessary building materials and supplies to be purchased for the projects;
- d. Stewardship projects appropriate for SCA members (safe projects which use the members training);
- e. To permit SCA members to wear an approved SCA uniform during their term of service;
- f. If required by federal, state, municipal or local subdivision law or regulations, to arrange for all permits, licenses, and approvals and other administrative or governmental clearances necessary with regard to the administration of the project;
- g. Housing or tent space for the members to stay in while working on the projects;
- h. A written evaluation of the members' performance.

**3. PROGRAM CONDITIONS**

**3.1 The parties mutually agree:**

- a. SCA members shall not be assigned law enforcement or firefighting duties; and shall not be permitted to handle or discharge any firearms or explosives unless provided explicit permission by SCA's National Program Manager - Residential.
- b. SCA agrees to accept any extra tools, materials, equipment and facilities furnished by the Agency on a loan basis only, and such items shall, where applicable, be returned in the same condition received except for normal wear and tear in project use.
- c. SCA members over eighteen (18) years of age may be allowed to drive a vehicle that is

owned, rented, leased or loaned by or to the Agency only when (i) the vehicle is used with written permission of the Agency site supervisor and only for official agency use; (ii) the driver is properly licensed and qualified to operate the vehicle; (iii) the Agency maintains, and the driver is made aware of the requirements of, a safe driver policy; (iv) both the driver and the vehicle will be covered by an insurance policy maintained by the Agency for the use of such vehicle and (v) subject to any additional Agency policies and regulations.

- d. The Agency shall have the right to require the removal of any SCA member on the basis of unacceptable performance and/or conduct problems. SCA shall have the right to withdraw any SCA member if the Agency fails to provide sufficient and appropriate project assignments, safe conditions, appropriate housing, training, or project oversight. Provided there is no imminent threat to safety or health, the relevant party shall, prior to taking such corrective action, take the following steps: document the problem in writing, provide prior notice to the other party, and provide the other party with an opportunity to take corrective action.
- e. SCA shall assist the Agency in its investigation, whenever required, of any accident or incident involving any SCA member under this Agreement. In the event of such an accident or incident, SCA shall be deemed a temporary consultant for purposes of such investigation, and shall be provided access on a confidential basis to all investigative records and reports compiled or prepared by the Agency concerning such an accident or incident.
- f. SCA will conduct reimbursement billing; SCA will bill the agency in full after the project has been completed. The Agency agrees to make payment to SCA within 30 days of the date of such invoices. In the event any itemized invoice remains unpaid for more than 30 days, the Agency agrees to pay SCA an interest charge on the outstanding balance at the rate of 1% a month from the date the invoice was rendered.
- g. The Agency shall not hire any SCA member as an employee of the Agency prior to, or during, the SCA member's service as a corps member.
- h. This Agreement contains the entire agreement of the parties and may only be amended by written agreement, signed by both Parties.

**4. INSURANCE**

SCA shall maintain its current general liability insurance of not less than \$1,000,000 per occurrence for bodily injury and property damage, subject to the usual and customary policy conditions (including standard exclusion on vehicles licensed for highway use and on property in the care, custody and control of the policyholder). The Agency may be named as an additional insured to the extent its interest may appear. In addition, SCA shall maintain its current accidental death and dismemberment and accidental medical expense policy and injury insurance for the SCA member. For the purposes of tort and workers compensation claims, responsibility and coverage for all SCA staff and crew members is borne by the SCA.

**5. TERM** This Agreement shall become effective upon the date it is signed by both parties and shall remain in effect during the period of performance specified for this project.

**6. PROJECT COORDINATORS**

The Project Coordinators for this Agreement are:

**A. Bear-Paw Regional Greenways: Mark West, Phone: 603-778-5292, E-mail: [mark@westenv.net](mailto:mark@westenv.net); Katrina Amaral, E-mail: [katrina7amaral@gmail.com](mailto:katrina7amaral@gmail.com)**

**B. For the SCA: Davis Brush, Program Manager, SCA NH Corps, 75 South Main St. Unit 7 PMB 116 Concord NH 03301, Phone: 603-485-2191, E-mail: [dbrush@thesca.org](mailto:dbrush@thesca.org)**

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed by their duly authorized officers on the dates set forth below.

**THE STUDENT CONSERVATION ASSOCIATION, INC.**

E-Signed : 08/08/2019 08:57 PM CDT

**Barbara McIntosh**

[bmcintosh@thesca.org](mailto:bmcintosh@thesca.org)  
IP: 73.0.251.81

**Sertif Electronic Signature**  
DocID: 20190808122333810

**BEAR-PAW REGIONAL GREENWAYS**

By: 

Name: **Phil Kreider**

Title: **Board Chair**

31 July 2019



ATTACHMENT 1  
SCA NH Corps  
**Bear-Paw Regional Greenways –**  
**Clay Pond Conservation Area, Hooksett, NH**  
**2019 Project Overview**



The SCA NH Corps Crew will be based with **Bear-Paw Regional Greenways** for an 11-day term of service during the 2019 field season to complete a loop trail in the Clay Pond Conservation Area. If time allows we will also conduct trail maintenance to assist with the water drainage issues on nearby trails. During this time the crew will be staying at the SCA site at Spruce Pond Camp within Bear Brook State Park.

#### **Timeline**

The 5-7-person crew will serve for 11-days during SCA NH Corps' regular field season (June-October) with service dates of **August 20-August 30, 2019**. This will include 10 service days and 1 mid hitch day off within that timeline. The 10 service days will include 2 days of travel, with the crew arriving late morning on the first day and depart late morning to early afternoon of the final day to allow time for pre project planning and post project wrap up and reporting.

#### **Supervision**

The team will be administratively supervised by the SCA Conservation Service Coordinator based in Allenstown, NH.

#### **Training**

The crew members will arrive with experience in trail work and will receive additional project specific training and support from SCA for successful completion of the project as needed.

#### **Cost-Share**

**Bear-Paw Regional Greenways** will provide housing or camping facilities during the 11 days of the scheduled project. All tools, vehicles, equipment and food necessary for the completion of the project will be provided by SCA. All project specific materials will be provided by **Bear-Paw Regional Greenways**.

#### **Reporting and Evaluation**

The SCA NH Corps Conservation Coordinator will provide **Bear-Paw Regional Greenways** with a post-report of accomplishments at the conclusion of the service period. **Bear-Paw Regional Greenways** will complete an online evaluation of the crew's performance and impact within two weeks of receiving the post-hitch report and Evaluation Form.

Partner cost: \$10,500



Town Council

**STAFF REPORT**

**To:** Town Council  
**Title:** Winter Street Drain  
**Meeting:** Town Council - 20 Nov 2019  
**Department:** Community Development  
**Staff Contact:** Bruce Thomas, Town Engineer

**BACKGROUND INFORMATION:****Winter Drive Drainage Project**

Winter Drive near houses #15 and #17 has had severe drainage issues in the past few years. Currently, a stream from Morrill Road flows south to north and reaches Winter Drive and occasional over tops the road causing erosion damage to the abutting properties. There is currently a convoluted drainage system in the area that lacks the capacity to properly conduct the drainage flows across the street.

An engineering consultant (Stantec Engineering) was hired to do an analysis to determine what should be done to resolve the issues. Their recommendation was to install twin 24" drain lines across Winter Drive to conduct the drainage flows across the street.

Based on Stantec's recommendation, we have designed a project to install the twin 24" pipes. The project has been advertised and bids will be received on November 14, 2019.

The results of the bid opening and a recommendation to award will likely be presented to the Council at the meeting.

This project will require easements from three properties. Two of the properties will require permanent easements for the pipe lines and temporary easements for grading. The third property will require just a temporary easement for grading. At this time, I expect no cost for these easements since the project will benefit the residents. These draft easement documents are have been sent to the Town Attorney for review.

A copy of the proposed drainage plan showing the easements and the draft easement documents are attached. In addition are photos that illustrate the severity of the drainage issues that exist.

**FINANCIAL IMPACT:**

Dependent upon bids received. Engineers Estimate is \$60,000. Funds to be taken from Drainage Capital Reserve Account which has a balance of \$227,914.93 as of 9/30/19.

**POLICY IMPLICATIONS:**

None.

**RECOMMENDATION:**

To approve construction of twin drain lines across Winter Drive in the amount recommended by staff and approve of the Town accepting the easements from the three property owners.

**SUGGESTED MOTION:**

To be determined at the Town Council meeting based whether or not the project is approved and staff recommendation pertaining to bids received.

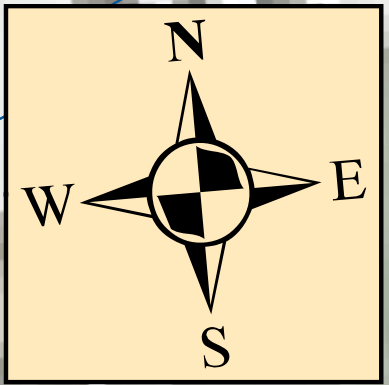
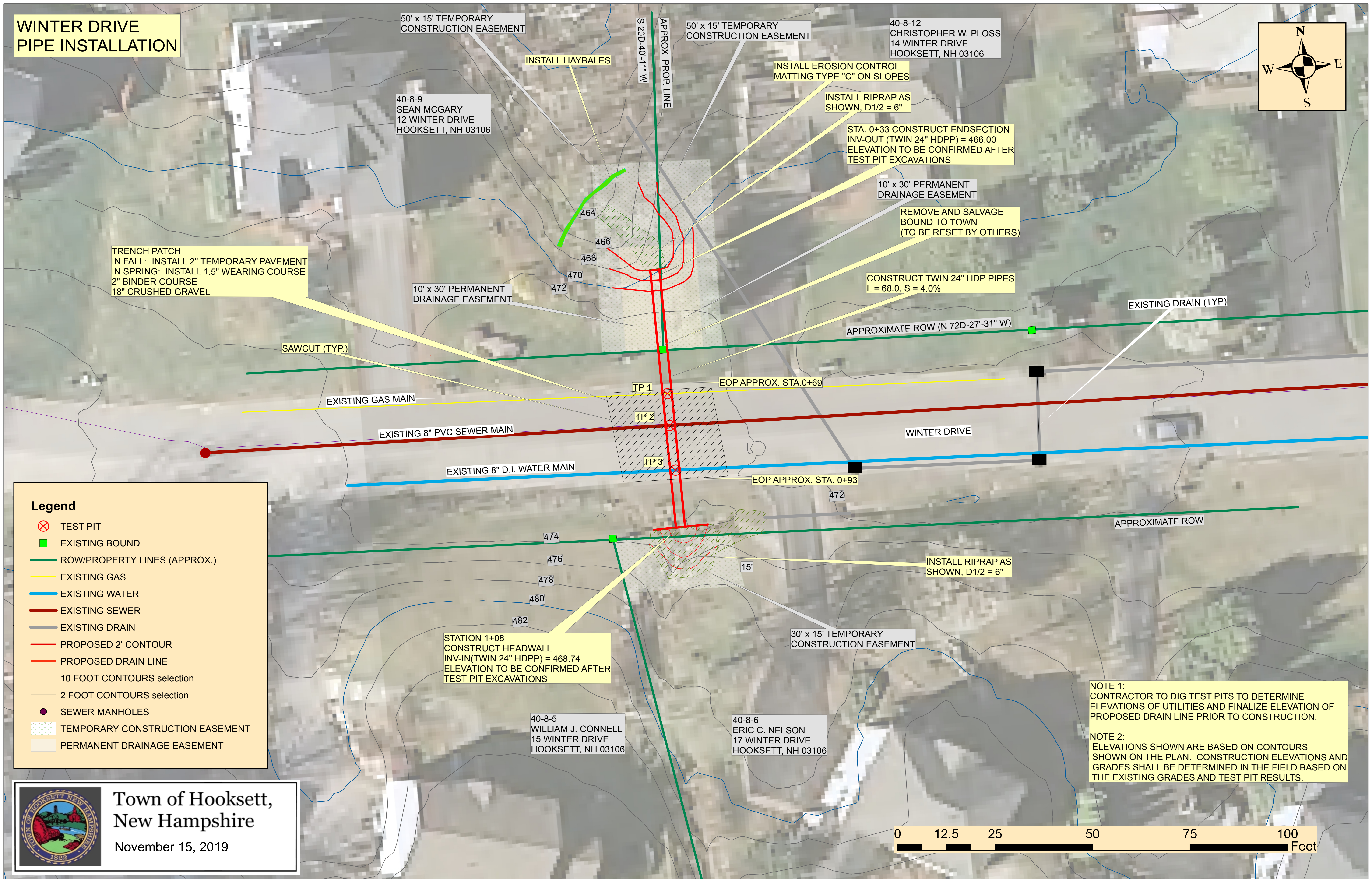
**ATTACHMENTS:**

[Winter Drive Design](#)

[Winter Drive Photos](#)


[Winter Drive Easements](#)





**Legend**

- ⊗ TEST PIT
- EXISTING BOUND
- ROW/PROPERTY LINES (APPROX.)
- EXISTING GAS
- EXISTING WATER
- EXISTING SEWER
- EXISTING DRAIN
- PROPOSED 2' CONTOUR
- PROPOSED DRAIN LINE
- 10 FOOT CONTOURS selection
- 2 FOOT CONTOURS selection
- SEWER MANHOLES
- ▨ TEMPORARY CONSTRUCTION EASEMENT
- ▨ PERMANENT DRAINAGE EASEMENT

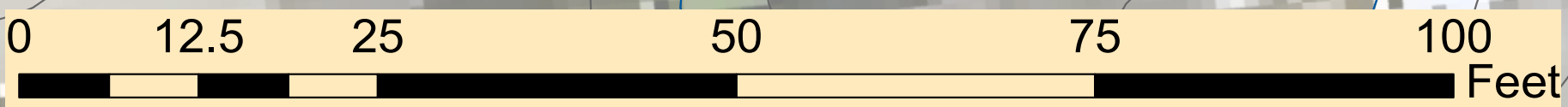


Town of Hooksett,  
New Hampshire

November 15, 2019

NOTE 1:  
CONTRACTOR TO DIG TEST PITS TO DETERMINE ELEVATIONS OF UTILITIES AND FINALIZE ELEVATION OF PROPOSED DRAIN LINE PRIOR TO CONSTRUCTION.

NOTE 2:  
ELEVATIONS SHOWN ARE BASED ON CONTOURS SHOWN ON THE PLAN. CONSTRUCTION ELEVATIONS AND GRADES SHALL BE DETERMINED IN THE FIELD BASED ON THE EXISTING GRADES AND TEST PIT RESULTS.







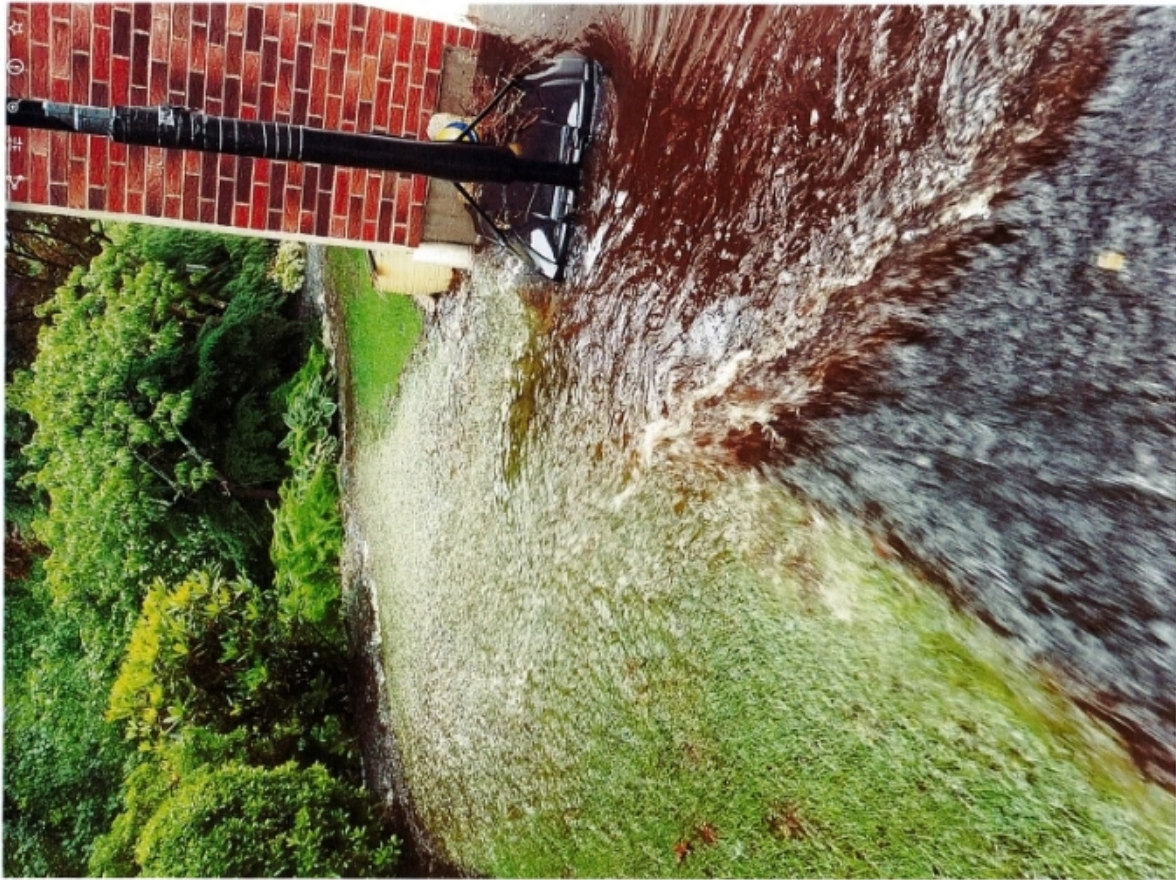
Winter Drive 11 Water from South Side of Street between #15 and #17





Winter Drive 12 Facing West of Winter Drive - Mailbox to #17 on Right





Winter Drive 14 Water rushing by garage to #14

**WARRANTY DEED**  
**PERMANENT DRAINAGE EASEMENT**

KNOW ALL MEN BY THESE PRESENTS, THAT Christopher W. Ploss, with a mailing address of 14 Winter Drive, Hooksett, New Hampshire 03301, for consideration paid, grant to the Town of Hooksett, New Hampshire, whose address is 35 Main Street, Hooksett, New Hampshire 03306, with WARRANTY COVENANTS:

Granting a portion of a certain parcel of land in fee simple not homestead, situated on the Northerly side of Winter Drive, as now travelled, in the Town of Hooksett, County of Merrimack, State of New Hampshire, and being a portion of the lot shown as Parcel 40-8-12 on a Plan Titled Consolidation and Subdivision Plan of Land Prepared for Pear Tree Homes, Inc., Hooksett, New Hampshire and dated July 3, 1994, and shown on the plan hereinafter called the "Plan" of WINTER DRIVE PIPE INSTALLATION (hereinafter called the "Plan") on file in the records of the Hooksett, New Hampshire Community Development Department and to be recorded in the Merrimack County Registry of Deeds, bounded and described as follows:

Being all the property belonging to the Grantor that lies beginning at granite bound located along the north side of Winter Drive between #12 Winter Drive and #14 Winter Drive as shown on the Plan,

thence, S72°27'31"E, easterly along the Right-of-Way line of Winter Drive a distance of 10.00' to a point;

thence, N20°40'11"E", a distance of 30.00' to a point;

thence, N72°27'31"W a distance of 10.00' to a point;

thence, S20°40'11"W" a distance of 30.00 to the point of beginning.

Containing 280 square feet, more or less, and being a portion of that property conveyed to the above grantor by deed recorded May 28, 2003, at the Merrimack County Registry of Deeds in Book 2508, Page 1270. The Grantors hereby covenants that they, their heirs, executors, administrators, successors and assigns, that they will not erect any structure or obstruction on the easement premises nor will they permit others to do so during the term of their ownership nor will they interfere in any way with the exercise by the Grantee of right granted herein.

**Temporary Construction Easement:**

And also granting the temporary right and easement for the purpose[s] of the construction of the drainage system on land of the Grantor(s) as shown on the above-referenced Plan in accordance with the standard practice of highway construction. Said temporary construction easement areas shall be affected for a period of Four (4) months during the construction of the project. Said easement shall expire one (1) year after completion of the construction for the project.

Executed this \_\_\_\_ day of \_\_\_\_\_, 2018.

By \_\_\_\_\_  
CHRISTOPHER W. PLOSS

STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH, ss.

Before me the undersigned officer, personally appeared \_\_\_\_\_  
and acknowledged the foregoing instrument to be his voluntary act and deed.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Justice of the Peace/Notary Public

My commission expires:



**WARRANTY DEED  
PERMANENT DRAINAGE EASEMENT**

KNOW ALL MEN BY THESE PRESENTS, THAT Sean McGary, with a mailing address of 12 Winter Drive, Hooksett, New Hampshire 03301, for consideration paid, grant to the Town of Hooksett, New Hampshire, whose address is 35 Main Street, Hooksett, New Hampshire 03306, with WARRANTY COVENANTS;

Granting a portion of a certain parcel of land in fee simple not homestead, situated on the Northerly side of Winter Drive, as now travelled, in the Town of Hooksett, County of Merrimack, State of New Hampshire, and being a portion of the lot shown as Parcel 40-8-9 on a Plan Titled Consolidation and Subdivision Plan of Land Prepared for Pear Tree Homes, Inc., Hooksett, New Hampshire and dated July 3, 1991, and shown on the plan hereinafter called the "Plan" of WINTER DRIVE PIPE INSTALLATION (hereinafter called the "Plan") on file in the records of the Hooksett, New Hampshire Community Development Department and to be recorded in the Merrimack County Registry of Deeds, bounded and described as follows:

Being all the property belonging to the Grantor that lies beginning at granite bound located along the north side of Winter Drive between #12 Winter Drive and #14 Winter Drive as shown on the Plan,

thence, N72°27'31"W, easterly along the Right-of-Way line of Winter Drive a distance of 10.00' to a point;

thence, N20°40'11"E", a distance of 30.00' to a point;

thence, S72°27'31"E a distance of 10.00' to a point;

thence, S20°40'11"W" a distance of 30.00 to the point of beginning.

Containing 280 square feet, more or less, and being a portion of that property conveyed to the above grantor by deed recorded May 28, 2003, at the Merrimack County Registry of Deeds in Book 2508, Page 1270. The Grantors hereby covenants that they, their heirs, executors, administrators, successors and assigns, that they will not erect any structure or obstruction on the easement premises nor will they permit others to do so during the term of their ownership nor will they interfere in any way with the exercise by the Grantee of right granted herein.

**Temporary Construction Easement:**

And also granting the temporary right and easement for the purpose[s] of the construction of the drainage system on land of the Grantor(s) as shown on the above-referenced Plan in accordance with the standard practice of highway construction. Said temporary construction easement areas shall be affected for a period of Four (4) months during the construction of the project. Said easement shall expire one (1) year after completion of the construction for the project.

Executed this \_\_\_\_ day of \_\_\_\_\_, 2018.

By: \_\_\_\_\_  
SEAN MCGARY

STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH, ss.

Before me the undersigned officer, personally appeared \_\_\_\_\_  
and acknowledged the foregoing instrument to be his voluntary act and deed.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Justice of the Peace/Notary Public

My commission expires:

**WARRANTY DEED  
TEMPORARY CONSTRUCTION EASEMENT**

KNOW ALL MEN BY THESE PRESENTS, THAT Eric C. Nelson, with a mailing address of 17 Winter Drive, Hooksett, New Hampshire 03301, for consideration paid, grant to the Town of Hooksett, New Hampshire, whose address is 35 Main Street, Hooksett, New Hampshire 03306, with WARRANTY COVENANTS;

Grant the temporary right and easement for the purpose[s] of the construction of the drainage system on land of the Grantor(s) situated on the Southerly side of Winter Drive, as now travelled, in the Town of Hooksett, County of Merrimack, State of New Hampshire, and being a portion of the lot shown as Parcel 40-8-6 on a Plan Titled Consolidation and Subdivision Plan of Land Prepared for Pear Tree Homes, Inc., Hooksett, New Hampshire and dated July 3, 1991, and shown on the plan hereinafter called the "Plan" of WINTER DRIVE PIPE INSTALLATION (hereinafter called the "Plan") on file in the records of the Hooksett, New Hampshire Community Development Department and to be recorded in the Merrimack County Registry of Deeds, bounded and described as shown on the above-referenced Plan in accordance with the standard practice of highway construction.

Said temporary construction easement areas shall be affected for a period of Four (4) months during the construction of the project. Said easement shall expire one (1) year after completion of the construction for the project.

Executed this \_\_\_\_ day of \_\_\_\_\_, 2019.

By: \_\_\_\_\_  
ERIC C. NELSON

STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH, ss.

Before me the undersigned officer, personally appeared \_\_\_\_\_  
and acknowledged the foregoing instrument to be his voluntary act and deed.

\_\_\_\_\_  
Date

Justice of the Peace/Notary Public

My commission expires:



# Town Council

## STAFF REPORT



**To:** Town Council  
**Title:** Donati Field Concession Stand Pump Station Project  
**Meeting:** Town Council - 20 Nov 2019  
**Department:** Community Development  
**Staff Contact:** Bruce Thomas, Town Engineer

### BACKGROUND INFORMATION:

#### Donati Field Concession Stand Pump Station Project

A pump Station is needed at the Concession Stand at the Donati Field. The concession stand has a kitchen and two bathrooms. The sewerage currently flows to a holding tank that leaks and is undersized to handle the flows and the grease generated from the kitchen.

The project to install a new pump station/grease trap will be advertised and bids will be received on November 20, 2019.

The results of the bid opening and a recommendation to award will likely be presented to the Council at the meeting.

A copy of the proposed plan and photos of the area is attached.

### FINANCIAL IMPACT:

Dependent upon bids received. A portion of the funds may be taken from Recreation Division account or the Parks and Recreation Capital Reserve balance of \$146,190.59.

### POLICY IMPLICATIONS:

None.

### RECOMMENDATION:

To approve construction of a new sewer pump station at the Concession Stand at Donati Park in the amount recommended by staff.

### SUGGESTED MOTION:

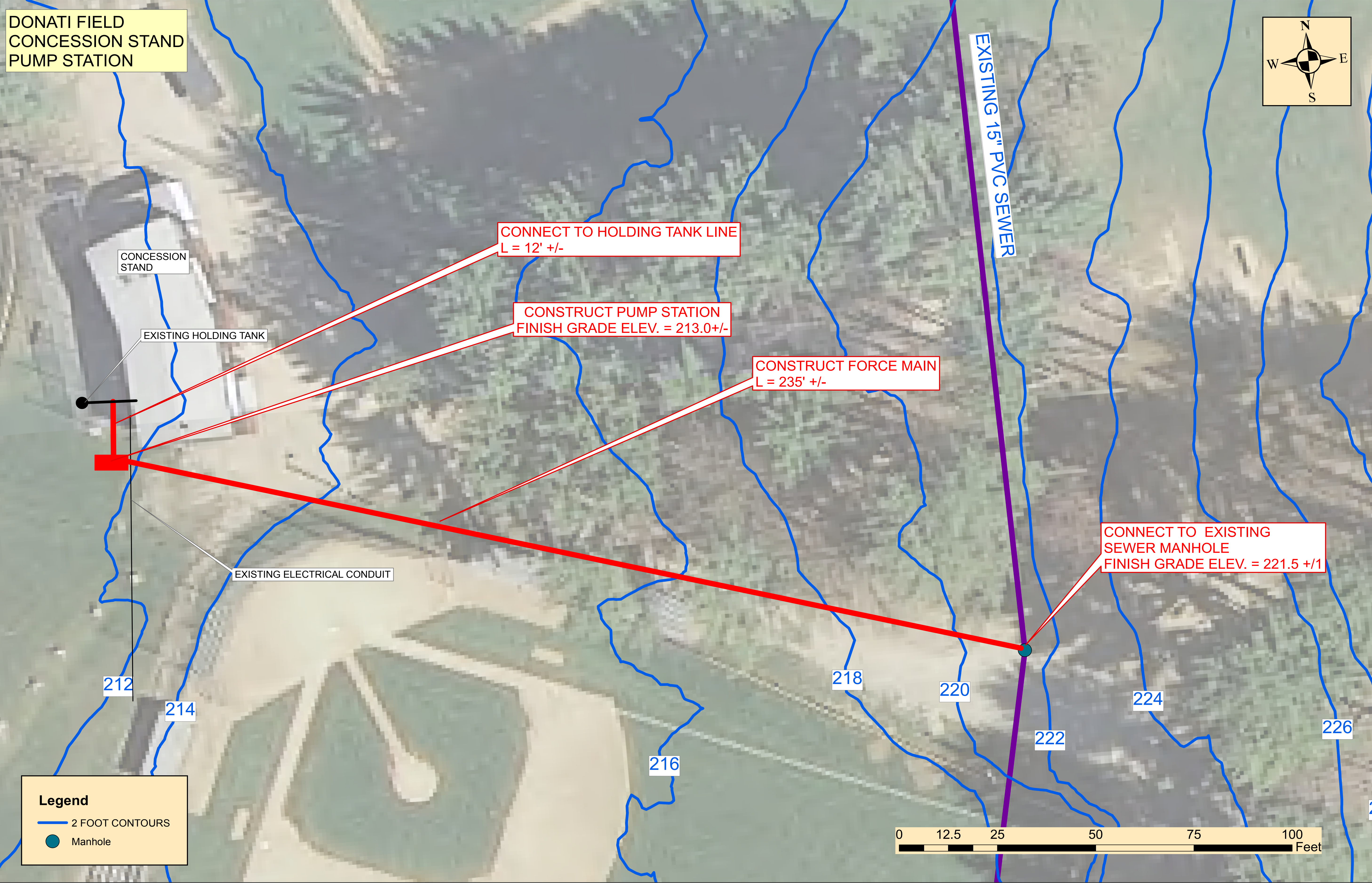
To be determined at the Town Council meeting based whether or not the project is approved and staff recommendation pertaining to bids received.

### ATTACHMENTS:

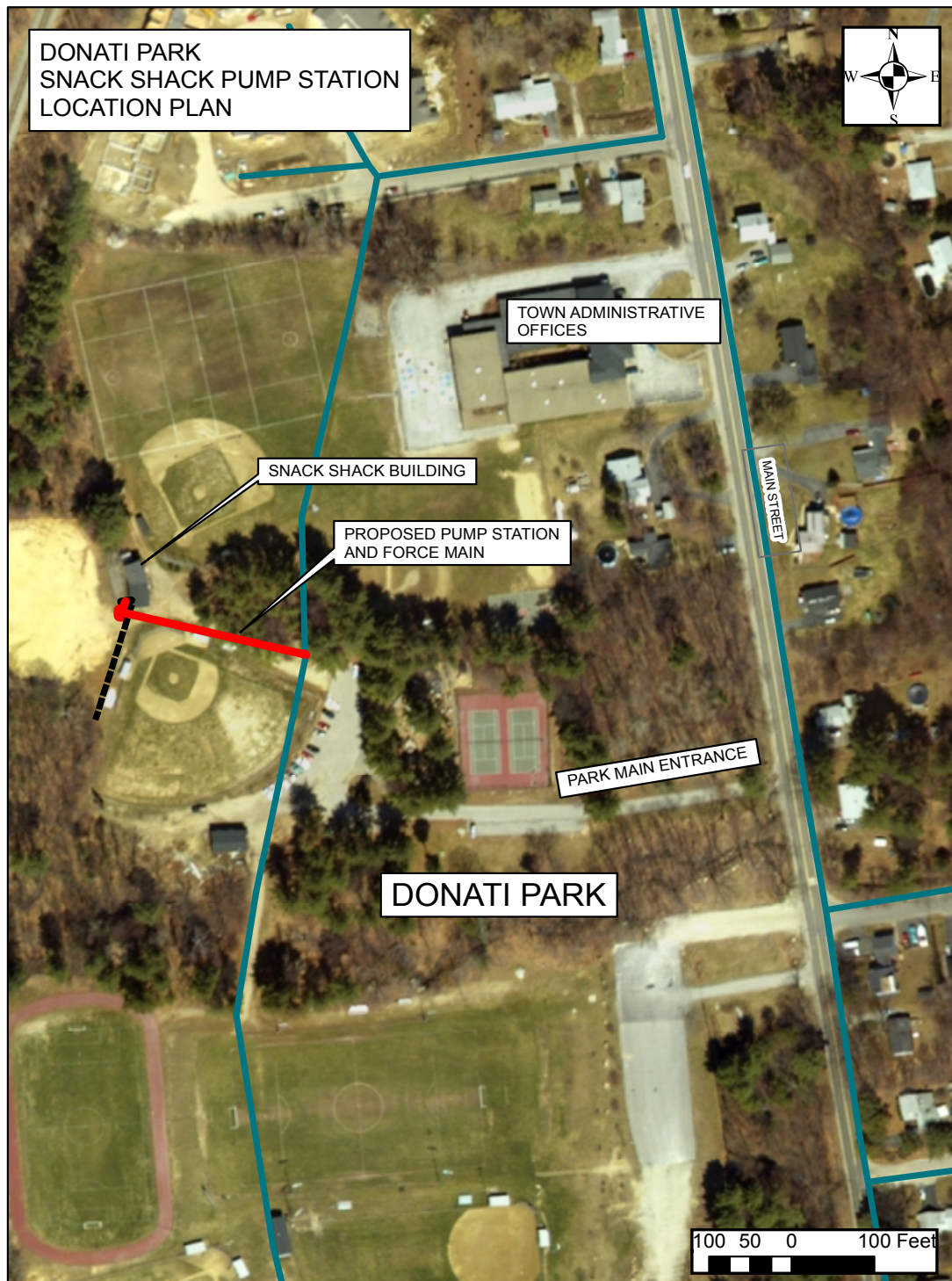
[Concession Stand Sewer Design](#)  
[Concession Stand Location Plan](#)













Town Council  
**STAFF REPORT**



---

**To:** Town Council  
**Title:** Self Contained Breathing Apparatus (SCBA) Replacement- Fire-Rescue Department  
**Meeting:** Town Council - 20 Nov 2019  
**Department:** Fire and Rescue  
**Staff Contact:** James Burkush, Chief of Hooksett Fire&Rescue

**BACKGROUND INFORMATION:**

Current Fleet of SCBA's purchased in 2005 are at end of service life of 15 years per DOT standards. In addition, NFPA 1852 does not permit the upgrade of units certified to the 2002 Standard. HFR has planned for, and the Town has supported the Air-Pack Capital Reserve Fund. Fire-Rescue specified Scott Air-Packs which is the same manufacturer of current equipment. New SCBA's will have 45 minute air bottles, vs 30 minutes unit providing enhanced firefighter safety. Fire-Rescue has 2 certified Scott repair technicians. Changing manufactures would require training of repair technicians. Also, the new units are similar and would require less orientation and training for our firefighters.

**FINANCIAL IMPACT:**

\$279,580.00 from Air Packs and Bottles Capital Reserve Account.

**POLICY IMPLICATIONS:**

Purchasing through MASSBuys cooperative purchasing program, which is an approved vendor in the Town Administrative Code Exhibit F

**SUGGESTED MOTION:**

Motion to approve the purchase of 38 air-packs, spare bottles and related equipment from Fire-Tech and Safety for \$279,580.00 using the Air-pack Capital Reserve Account for the Fire-Rescue Dept.

**ATTACHMENTS:**

[HFDMASSSTATEBID](#)

FIRE TECH & SAFETY OF NEW ENGLAND, INC.  
 100 Business Park Dr., Unit 6  
 Tyngsborough, MA 01879  
 1-800-256-8700 Fax (978) 649-6833

## Quote

Date	Quote #
10/22/2019	187642

Name / Address
HOOKSETT FIRE DEPT-NH PUBLIC SAFETY COMPLEX 15 LEGENDS DRIVE HOOKSETT, NH 03106



		Project	Terms	Rep
			Net 30	D&B
Qty	Description	Unit Price	Total	
37	SCOTT AIR-PAK X3 PRO 2018 ED. Q/D REGULATOR, EBSS, PAK-TRACKER/PASS	5,452.00	201,724.00	
43	SCOTT AV3000 HT 4 1/2 STRAP, MEDIUM	237.00	10,191.00	
6	Q/D REGULATOR ASSEMBLY	1,281.00	7,686.00	
37	SCOTT-CARBON CYL. & VALVE 4500 45 MIN	956.00	35,372.00	
37	SCOTT-CARBON CYL. & VALVE 4500 45 MIN	956.00	35,372.00	
2	SCOTT PAK-TRACKER	1,400.00	2,800.00	
2	SCOTT PAK-TRACKER HAND HELD RECEIVER TRUCK CHARGING SYSTEM	512.00	1,024.00	
6	SCOTT REMOVAL STRAP ASSEMBLE	680.00	4,080.00	
1	TRADE IN ALLOWANCE-SCOTT, TO INCLUDE ALL CYLINDERS, BACKFRAMES, MASKS, MISC SCOTT EQUIPMENT	-34,416.00	-34,416.00	
1	SCOTT SERVICE CENTER EQUIPMENT NEEDED FOR IN HOUSE REPAIRS	3,827.00	3,827.00	
4	SCOTT RIT PAK FAST ATTACK MEDIUM 4500	1,616.00	6,464.00	
8	SCOTT RIT PAK 4.5 30 MINUTE CYLINDER & VALVE	682.00	5,456.00	
1	SHIPPING AND HANDLING INCLUDED IN PRICE	0.00	0.00	
	AS PER MASS STATE BID FIR-04			
		<b>Total</b>	\$279,580.00	

# Town Council

## STAFF REPORT



**To:** Town Council  
**Title:** Policy on Hours of Work for Salaried Exempt Employees (Non-Union in Town Personnel Plan) - Request(s) to Council for Waiver of Position(s)  
**Meeting:** Town Council - 20 Nov 2019  
**Department:** Administration  
**Staff Contact:** Donna Fitzpatrick, Administrative Services Coordinator

### BACKGROUND INFORMATION:

May 27, 2015, the Town Council added a new policy to the Town Personnel Plan "Policy on Hours of Work for Salaried Exempt Employees" with an effective date of July 1, 2015. Policy was amended by the Council January 24, 2018 for Town Hall new hours.

#### Policy on Hours of Work for Salaried Exempt Employees.

Whereas the Town of Hooksett employees a number of salaried exempt employees in various managerial, professional and administrative positions; and

Whereas the Town Council desires to see that town government provides timely service to our residents, businesses and visitors in an effective and efficient manner; and

Whereas this service is provided by our town employees charged with this responsibility; and,

Whereas accountability of employees is guaranteed by, and their access to the information they may need is enhanced by, the presence of their supervisors; and,

Whereas we believe it is important for the safety of the employees, as well as the first responders, to know, as much as possible, who should be present in the building at any given time,

We, the Town Council therefore establish the following policy regarding the hours of work for all salaried exempt employees:

All salaried exempt employees are expected to be present at their duty stations:

- Safety Center, DPW garage: between the hours of 8:00 am and 4:30 pm from Monday through Friday.
- Town Hall offices: between the hours of 8:00am and 4:30pm Monday, Tuesday and Thursday, Wednesday 8:00am-6:30pm, and Friday 8:00am-12:00pm.

It is understood that salaried exempt employees may be required to work additional hours for meetings or special events as part of their regular job duties.

If the employee's duties require them to be away from their primary duty station (e.g., for a meeting, workshop or other) they should inform their immediate supervisor in writing and in advance.

Exceptions to this policy for specific positions may be granted by the Council if they feel that the position requires different hours or more flexibility in order to provide the Town of Hooksett with the best possible service. The process for requesting exceptions is as follows: The person presently in the position should write a request to the Council with a copy to the Town Administrator. The Town Administrator will put it on a Council agenda and the Town Administrator will include a recommendation as to whether the Council should or should not grant the exception. The requesting employee will be given a change to address their request at the Council meeting. The Council's decision will be final.

We understand that an employee deviating from these hours cannot have his or her salary impacted, but rather that non-compliance is considered a disciplinary matter to be handled in accordance with the town personnel policy.

This policy will go into effect on 07/01/15, which will give employees time to request exemptions before it takes effect. Policy amended 01/24/18 for Town Hall office new hours.

At this time, the Chief of Police is submitting waiver requests for an exception to the above policy for the following Hooksett Police Department positions: Chief of Police, Administrative Captain, both Lieutenant positions. See attached Hooksett Police Department letter.

Also submitting is the Public Works Director - see attached letter.

Other salaried exempt employees may submit waiver requests for the November 20, 2019 Council meeting, if needed.

**FINANCIAL IMPACT:**

None. Salaried employees.

**POLICY IMPLICATIONS:**

Town Council may want to consider removing entire policy from Town Personnel Plan.

**RECOMMENDATION:**

Review Chief of Police Bouchard waiver request and Town Administrator Garron recommendation.

**SUGGESTED MOTION:**

Motion to \_\_\_\_\_ the waiver request to make an exception to the Policy on Hours of Work for Salaried Exempt Employees for the Hooksett Police Department positions: Chief of Police, Administrative Captain and both Lieutenants AND Public Works Director effective

\_\_\_\_\_.

**ATTACHMENTS:**

[HPD WAIVER REQUEST 110519](#)

[Letter rexempt policy 2019](#)

Janet L. Bouchard  
Chief of Police



15 Legends Drive  
Hooksett, NH 03106  
Telephone 603-624-1560  
Fax 644-1849

## Hooksett Police Department

James Sullivan  
Chairman – Town Council  
Town of Hooksett  
35 Main Street  
Hooksett, NH 03106

November 5, 2019

Dear Chairman Sullivan,

Please allow me the opportunity to seek a waiver, as instructed in the town personnel plan, regarding the "Policy of Hours of Work for Salaried Exempt Employees" for the Chief of Police position, Administrative Captain position, and both Lieutenant positions. I will be available to address the Town Council at the November 20, 2019 Town Council meeting.

Our two Lieutenants, Lt. Bradley and Lt. Sargent both have varied responsibilities that cannot be met during Monday through Friday 8:00am to 4:30pm. Both Lt.'s are firearms instructors and have the responsibility of training and qualifying every sworn officer at the Hooksett Police Department. Once per year we conduct "low-light" firearms qualifications that occur after 4:30pm. Lt. Sargent is the commander of the patrol division and is occasionally required to cover as the shift supervisor. This could occur during any time, and is routinely outside of the normal daytime hours. Lt. Bradley is the commander of the detective division and is responsible for overseeing every major event that occurs in town. This also routinely occurs outside of the normal daytime hours. In addition to these responsibilities, both lieutenants are required to attend community functions and network functions. These are just a few of the extensive responsibilities of the lieutenants. I am requesting an exemption from the 8:00am to 4:30pm policy so they are able to be flexible and meet their current and future responsibilities during the Monday – Friday workweek.

Captain Robie has varied responsibilities that also require him to be available outside of the 8:00am to 4:30pm hours. He attends town council meetings and many community based programs that are held outside of what is considered to be a normal business day. Captain Robie is second in command at the Hooksett Police Department and fills in my absence.

Flexibility is vital to my role as Chief of Police. In addition to my daily administrative responsibilities I am required to attend Town Council meetings, Budget Committee meetings and numerous civic and community events that occur outside of normal business hours. These include but are not limited to meetings, safety presentations and networking events.

Since I have been Chief of Police I have enacted an "open door policy" that is popular and accepted by all employees at the police department. Having this policy and making myself available to all employees has created a comfortable working environment that promotes communication between all divisions,



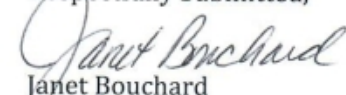
ultimately resulting in high morale at the Department. In my absence, Captain Robie is available and also welcomes the same open door policy.

Working an 8 hour day, Monday through Friday has restricted Captain Robie and myself from being available to the Evening and Midnight shift officers and dispatchers. A simple solution is for Captain Robie and myself to work four (4), 10 hour shifts, Monday through Friday. A sample schedule would include one of us working Monday – Thursday and the other working Tuesday through Friday. Possible shift hours would be 6:00am to 4:00pm and 8:00am to 6:00pm. This schedule will allow the following; the ability to meet with and be available to the midnight shift employees whom work until 8:00am and the evening shift employees who begin their shift at 3:30pm. The current 8 hour day does not allow of enough time to effectively communicate and interact with those employees without incurring overtime for the officer or dispatcher. This proposed schedule also allows more time for meeting with community members and residents who work a “normal” business day and are not available during that time.

Being administrators in emergency services, Captain Robie and I are available 7 days a week, 24 hours a day. This will not change. I, as Chief of Police will continue to be available by phone and/or email at all times. I will also continue to make myself available for any administrative functions that occur during my “off” time. Captain Robie and I will continue to earn 8 hours of sick time per month, as well as our set vacation time and realize that when we utilize a sick day or vacation day, we will be required to use 10 hours.

I appreciate you taking the time to consider these proposals. I am asking for this exemption which will allow me the flexibility to choose the work hours that work best for our employees, residents and business owners of Hooksett.

Respectfully Submitted,

  
Janet Bouchard  
Chief of Police



## *Town of Hooksett*

### DEPARTMENT OF PUBLIC WORKS

Earl LaBonte, Director  
elabonte@hooksett.org

8 November 2019

Hooksett Town Council  
35 Main Street  
Hooksett, NH 03106

Dear Council Members,

By copy of this letter I am asking for an exception to the *Town of Hooksett, Policy on Hours for Salaried Exempt Employees*. This policy states that all salaried exempt employees are expected to be performing their job duties at the assigned work place between the hours of 8:00am and 4:30pm. Presently I am in charge of three different divisions within the Department of Public Works. The majority of the employees and the department office hours are Monday through Friday 7:00am and 3:30pm. I realize that I am expected to be present during these hours and any additional hours needed for afterhour's meetings and for any other times as requested by the Town Administrator.

I am therefore asking that the council grant an exception to this policy for me and anyone else that may be assigned to this position.

Should you have any questions or concerns please contact me 603-668-8019

Sincerely,

Earl LaBonte, Director  
Hooksett Public Works





**Town of Hooksett  
Town Council Meeting Minutes  
Wednesday, November 6, 2019**

The Hooksett Town Council met on Wednesday, November 6, 2019 at 5:00 in the Hooksett Municipal Building.

**CALL TO ORDER**

Chair Sullivan called the meeting of 06 Nov 2019 to order at 5:00 pm.

**PROOF OF POSTING**

Town Administrator Andre Garron provided proof of posting.

**ROLL CALL #1- ATTENDANCE**

**In Attendance:** Councilor James Sullivan, Councilor Robert Duhaime, Councilor John Durand, Councilor James Levesque, Councilor Clifford Jones, Councilor Timothy Tsantoulis, Councilor Clark Karolian and Councilor Alex Walczyk

Councilor Avery Comai arrived at 6:20pm.

**NON-PUBLIC SESSION #1 NH RSA 91-A:3 II**

***J. Sullivan motioned to enter non-public session #1 at 5:00pm in accordance with the provisions of RSA 91-A:3, II (a). Seconded by T. Tsantoulis.***

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, **unless** the employee affected (1) has a right to a public meeting, and (2) requests that he meeting be open, in which case the request shall be granted.

**Roll Call Vote #2**

**R. Duhaime - yes**

**J. Durand - yes**

**C. Jones - yes**

**J. Levesque - yes**

**A. Walczyk - yes**

**A. Comai – not present**

**C. Karolian - yes**

**T. Tsantoulis - yes**

**J. Sullivan - yes**

**Vote 8-0 in favor.**

***J. Sullivan motioned to exit the non-public session #1 of 11/06/09 at 6:20pm. Seconded by T. Tsantoulis. Vote 8-0 in favor.***

**Back in public session at 6:20 pm**

***J. Sullivan motioned to seal the minutes of the non-public session #1 because it is determined that divulgence of this information likely would rend a proposed action ineffective. Seconded by T. Tsantoulis.***

**Roll Call Vote #3**

**A.Comai – not present**

**C. Jones – yes**

**A. Walczyk – yes**

**J. Durand – yes**

**R. Duhaime – yes**

**T. Tsantoulis – yes**

**J. Levesque – yes**

**C. Karolian – yes**

**J. Sullivan - yes**

**Vote 8-0 in favor.**

**PLEDGE OF ALLEGIANCE**

Chair Sullivan called for the Pledge of Allegiance and a moment of silence in memory of the mothers of Fire Chief James Burkush and Recording Clerk Kathie Donnelly, who both passed away on October 28, 2019.

**SPECIAL RECOGNITION**

**Hooksett Youth Achiever of the Month**

T. Tsantoulis: John Robert Durand, Jr. is the Hooksett Youth Achiever of the Month. John is 17 years old. He has been an honor roll student during his first three years at West High School. He is enrolled in STEAM (Science, Technology, Engineering, Art and Mathematics) classes and is second in command of his ROTC unit. He plays varsity football and lacrosse, while also working part-time at Shaw's. He finds time to volunteer at the Soup Kitchen and at the Manchester YMCA. In the summer, he mows lawns for his elderly neighbors and snow-blows their driveways in the winter. His parents, Ruthie and Councilor John Durand, are very proud of John, as are we on the Town Council. Congratulations to our Hooksett Youth Achiever for the month of November.

**Hooksett Library Trustee Honored**

A. Garron: I am pleased to inform everyone that Tammy Hooker, a Hooksett Library Trustee, is being honored for her recent recognition as the Lillian Edelman New Hampshire Library Trustee of the Year for 2019. An event in her honor will be held on Thursday, November 14, 2019, beginning at 6:00 pm at the Hooksett Library.

**SCHEDULED APPOINTMENTS**

**Sandra Mack, President, Hooksett Kiwanis, Regarding Winter Carnival**

S. Mack: I would like to introduced Nancy Comai of the NE Tap House and Barry Cogan, who will chair the Winter Carnival scheduled for Saturday, January 25, 2020 from 10:00 am to 4:00 pm. Last year, 600 people attended, participating in a variety of contests and events. Among the activities planned are the following: Ice Sculpturing, snow sculpturing, games for children, sledding, and fat bike races. There will be a dance with a DJ, a karate demonstration, food from Johnny's and the New England Tap House. Also planned are a chili cookoff and a car seat safety check. Because of problems with

98 electricity last year, food vendors will be using Sterno cans to keep their dishes warm. We ask, if we do  
 99 have heavy snow the night before the event, that the town plows be available for us. Last year, many  
 100 people asked about an ice-skating rink. It is too late for this year, but we would like to work on this for  
 101 next year. I think there used to be a rink at Donati field.

102  
 103 Chair Sullivan: There was one near the courthouse. You can coordinate with the Town Administrator on  
 104 that project for next year.

105  
 106 **NEW BUSINESS (moved up to accommodate representatives from Kiwanis)**  
 107 **Winter Carnival - Hooksett Kiwanis Sponsored Event**

108  
 109 *Chair Sullivan motioned to instruct the Town Administrator to work with department heads and*  
 110 *Kiwanis regarding this event. T. Tsantoulis seconded the motion.*  
 111 *Voted unanimously in favor (9-0).*

112  
 113 S. Mack: Thank you. The Boy Scouts, Girl Scouts and HYAA are also working on this event.

114  
 115  
 116 **CONSENT AGENDA**

117  
 118 **Surety Release for 36 Churchill Drive-DAR Builders, LLC**

119  
 120 *R. Duhaime motioned to release the \$6,000 cash surety to DAR Builders, LLC. A. Walczyk*  
 121 *seconded the motion.*

122  
 123 Chair Sullivan: A couple of weeks ago, I received a call from the developer of this Churchill Drive  
 124 subdivision and then another call from the homeowners of 36 Churchill Drive, who were staying in a  
 125 hotel.

126  
 127 A. Garron: At the Employee Picnic on October 11<sup>th</sup>, Chair Sullivan told Matt Lavoie, Kathy Lawrence  
 128 and me about his conversation with the homeowners staying at a hotel while waiting for a TCO. The  
 129 issue was that the well radius of 36 Churchill Drive overlaps the abutter's property. I decided to  
 130 authorize the granting of a TCO until October 22<sup>nd</sup>, the day after the scheduled Planning Board meeting  
 131 at which the well radius waiver request would be taken up.

132  
 133 T. Tsantoulis: It is hard to believe we are doing this again. Why can't they get the well within the correct  
 134 radius? I think we should hold the bond money until they are done there.

135  
 136 A. Garron: I am a bit frustrated. Many properties are going to need this waiver. It was inevitable. I asked  
 137 how the measurement of the well radii is taken, and I was told they measure from the casing. On a lot  
 138 which is only 150 feet wide, failure is inevitable, since the required radius is 75 feet and the casing is  
 139 several inches away from the center of the lot.

140  
 141 C. Karolian: We need to clarify some things regarding this process. The contractor attended the last  
 142 Planning Board meeting. It is mathematically impossible to be within the required radius. This  
 143 subdivision was approved back in 2012. What is required is not a waiver from DES. The sequence is a  
 144 release of liability for the State of NH and the abutter(s). RSA 485-A:30-b(g) spells this out. If the well  
 145 doesn't go into the proper spot, the contractor must come up with an alternate plan. I would like to  
 146 share section (g):

147

148 When, for reasons of the condition of the lot or the placement of buildings thereon, the well  
 149 cannot be installed as shown on the approved plan, the water well contractor shall advise and  
 150 consult with the property owner, or the property owner's agent, on the best possible alternative  
 151 location, considering distance to property boundaries and to the sewage or waste disposal  
 152 system. Using a standard release form prepared by the department, the water well contractor  
 153 shall alert the owner to the consequences of the alternate installation, including the potential loss  
 154 of the protection of any portion of the radius which extends over the property line. The owner, or  
 155 the owner's agent, may defer to the designer of the sewage or waste disposal system or may  
 156 allow the water well contractor to proceed in the identified alternative location. Prior to installing  
 157 the well in the identified alternative location, the well contractor shall, using the standard release  
 158 form, obtain a written acknowledgment, from the property owner, or the owner's agent, that the  
 159 consequences are understood. The designer shall prepare an amended plan showing the actual  
 160 location of the well. The property owner shall forward the amended plan, together with a copy of  
 161 the signed release form, to the department and the local code enforcement officer or other  
 162 appropriate designated local official prior to using the well. If the on-lot protective well radius is  
 163 less than the optimum prescribed standard, the owner shall record the release form, upon which  
 164 the actual protective radius shall be noted, together with a narrative description of the location of  
 165 the well in the registry of deeds, and a copy of the recorded release form shall be filed with the  
 166 department.

167  
 168 C. Karolian: What is the purpose of the bond?

169  
 170 Nicholas Williams, Town Planner: The bond is in place until the release is recorded with the deed.

171  
 172 C. Karolian: Does the Planning Board know if the correct sequence is being followed? If there is a  
 173 problem, the liability falls on Hooksett. I don't want to step on the toes of the Planning Board. I am  
 174 troubled when we are circumventing the correct procedure.

175  
 176 Chair Sullivan: We are in this situation again, and I wish we weren't. People can't move in. How can we  
 177 help this citizen?

178  
 179 A. Garron: They are in their home now.

180  
 181 C. Karolian: In fairness to the new homeowners, they should understand that if the well is done  
 182 properly, it is in their best interest. There is a domino effect.

183  
 184 A. Garron: I disagree about circumventing the process.

185  
 186 R. Duhaime: This was discussed at the Planning Board meeting. There are six lots; some homes are  
 187 already built and sold. For the others, there is nowhere to move the wells.

188  
 189 A. Walczyk: There have been at least two developers since this began in 2012-13. The train has left the  
 190 station. If we don't release the bond, can they still move in?

191  
 192 N. Williams: The homeowners are in.

193  
 194 A. Walczyk: We need to do what is best for the town and for people who want to move here.

195

196 J. Levesque: The septic system is outside of the radius. Why do they have lots of 150 feet and expect  
197 the wells to have a 75-foot radius? The hotel expense should come out of the bond. If we hold the  
198 developers' feet to fire, they will be more accurate.

199

200 N. Williams: The Planning Board will be looking at all waivers on November 18<sup>th</sup>, and there will be a  
201 public hearing. I encourage those of you with concerns to attend.

202

203 C. Karolian: It's the sequence...they have put the cart before the horse. The release is after the fact;  
204 the waiver is after the fact. They are required to go deeper, to go into ledge, and install extra casing in  
205 these situations. It's okay to overlap radius, as long as they are being put in properly. This can be done,  
206 as long as they follow the proper procedure. They are finding out just days before the closing. They  
207 need to follow the law, and it is not being followed.

208

209 A. Comai: If we vote no, does this **not** come back on us?

210

211 T. Tsantoulis: If Nick can ascertain that the added protections are on this one, they should be okay.

212

213 C. Karolian: Do you know if this well or others were done with extra precautions?

214

215 N. Williams: I do not know of any special construction.

216

217 A roll call vote was taken on the motion to release the surety bond.

218

219 **Roll Call Vote #4**

220 **A. Walczyk No**

221 **J. Levesque No**

222 **C. Jones No**

223 **R. Duhaime Yes**

224 **J. Durand No**

225 **C. Karolian No**

226 **T. Tsantoulis No**

227 **A. Comai Yes**

228 **J. Sullivan Yes**

229 ***The motion failed (3-6).***

230

231 **NEW BUSINESS (moved up to accommodate audience members)**

232

233 **Lambert's Park Pavilion Project**

234

235 B. Thomas: I would like to introduce Rudy Makara, a member of the Parks & Rec Advisory Board. Chair  
236 Deborah Miville is here as well. This is a proposal to add the replacement of the Lambert's Park  
237 Pavilion to the March 2020 Town Warrant.

238

239 R. Makara: First, the pictures of pavilions we have provided are just examples. The new pavilion will be  
240 used for concerts, picnics, and other public gatherings for Hooksett residents.

241

242 B. Thomas: The intent is to replace the existing 12-foot by 12-foot pavilion with a new ADA compliant  
 243 pavilion measuring approximately 24 feet by 52 feet. It will be on a concrete pad (or other flooring as  
 244 dictated by the budget) with a conduit installation to an existing utility pole on Merrimack Street for  
 245 power. The anticipated cost of the project is \$93,390. The Parks & Rec Advisory Board recommends  
 246 funding the project with \$50,000 from Public Recreation Facilities Impact Fees and \$43,390 from the  
 247 Parks & Recreation Facilities Development Capital Reserve Fund. Funding sources would be at the  
 248 Town Council's discretion.  
 249  
 250 A. Garron said this item can go on the warrant even if there is no impact on the property tax rate.  
 251  
 252 R. Duhaime: There will be no construction until next year anyway. What will you do with the old  
 253 gazebo?  
 254  
 255 R. Makara: It will be destroyed.  
 256  
 257 B. Thomas: It is not in good shape. It was an Eagle Scout project and is 20 years old. The Scout who  
 258 did the project has no problem with it being taken down. Another Scout replaced the roof more recently.  
 259  
 260 J. Durand: What are the plans for the usage of the pavilion?  
 261  
 262 R. Makara: It would be for concerts, picnics, and other outside gatherings.  
 263  
 264 J. Levesque: What about the abutters?  
 265  
 266 R. Makara: On one side is town property and on the other is the Eversource plant.  
 267  
 268 J. Levesque: Will there be lighting?  
 269  
 270 R. Makara: There is a contingency plan for that.  
 271  
 272 J. Levesque: Will there be an option to rent the pavilion for family parties?  
 273  
 274 R. Makara: That is possible. That would be up to the Council.  
 275  
 276 C. Karolian: Can you legally use impact fees for this?  
 277  
 278 B. Thomas: Yes, we can, according to the town attorney.  
 279  
 280 J. Levesque: If we don't use impact fees within six years, they go back to the developer.  
 281  
 282 B. Thomas: March 2023 is the user return date.  
 283  
 284 A. Garron: This is a growth-related project.  
 285  
 286 Earl Labonte, Public Works Director: The pavilion would be available for any Parks & Rec activity. The  
 287 downside is that the bathrooms and maintenance facility for Donati would be pushed further into the  
 288 future. The Capital Reserve Fund was started many years ago; no one thought about using the impact

289 fees. This will have to go to bid. A warrant article is the best way to go because it will get the public  
290 involved.

291

292 A. Walczyk: This is a good spot. There is a grassy area. Use of impact fees is appropriate because this  
293 is for growth. We can use the impact fees and save the P & R fees for other projects. There is parking  
294 there already.

295

296 T. Tsantoulis: This is a good idea. It wouldn't take long to build.

297

298 E. Labonte: The voters should have input. This is not critical infrastructure, so we don't have to go too  
299 fast.

300

301 T. Tsantoulis: This is a lot of nothing for \$100,000. It should be a warrant article for sure.

302

303 ***A. Walczyk motioned to authorize the town to expend \$93,390 to build a pavilion at Lambert***  
304 ***Park, using no more than \$50,000 from Public Recreation Facilities Impact Fees and no more***  
305 ***than \$43,390 from the Parks & Recreation Facilities Development Capital Reserve Fund. R.***  
306 ***Duhaime seconded the motion.***

307

308 **Roll Call Vote #5**

309 ***T. Tsantoulis No***

310 ***C. Jones No***

311 ***R. Duhaime Yes***

312 ***A. Walczyk Yes***

313 ***J. Levesque Yes***

314 ***C. Karolian No***

315 ***J. Durand No***

316 ***A. Comai No***

317 ***J. Sullivan Yes***

318 ***The motion failed (4-5).***

319

320 ***C. Karolian motioned to place a warrant article on the March 2020 Town Election ballot for the***  
321 ***expenditure of not more than \$93,390 to build a pavilion at Lambert Park, with the funds coming***  
322 ***from taxation. J. Durand seconded the motion.***

323

324 C. Karolian: The Town Administrator can draft a warrant article.

325

326 Chair Sullivan: This is going back to not using capital reserve funds, with the people voting on  
327 everything.

328

329 A roll call vote was taken on the motion.

330

331 **Roll Call Vote #6**

332 ***J. Durand Yes***

333 ***J. Levesque No***

334 ***C. Karolian Yes***

335 ***A. Comai No***

336 **C. Jones** Yes  
 337 **T. Tsantoulis** Yes  
 338 **A. Walczyk** No  
 339 **R. Duhaime** No  
 340 **J. Sullivan** No  
 341 **The motion failed (4-5).**

342  
 343 J. Levesque: If there are no additional taxes, it will pass.

344  
 345 C. Karolian: I don't like that strategy.

346  
 347 **C. Karolian motioned to place a warrant article on the March 2020 Town Election ballot for the**  
 348 **expenditure of not more than \$93,390 to build a pavilion at Lambert Park, with the funds coming**  
 349 **from the Parks & Recreation Facilities Development Capital Reserve Fund. J. Durand seconded**  
 350 **the motion.**

351  
 352 **A. Walczyk offered an amendment to Councilor Karolian's motion, saying an amount not to**  
 353 **exceed \$50,000 would come from Public Recreation Facilities Impact Fees. R. Duhaime**  
 354 **seconded the amendment.**  
 355 **Voted unanimously in favor.**

356  
 357 A. Comai: Is there a reason to use impact fees?

358  
 359 R. Makara: It is because they will expire.

360  
 361 R. Duhaime: There is time to decide, and this still leaves money in both funds.

362  
 363 A roll call vote was taken on the motion as amended.

364  
 365 **Roll Call Vote #7**

366 **C. Jones** Yes  
 367 **C. Karolian** Yes  
 368 **J. Levesque** Yes  
 369 **R. Duhaime** Yes  
 370 **A. Walczyk** Yes  
 371 **J. Durand** Yes  
 372 **T. Tsantoulis** Yes  
 373 **A. Comai** Yes  
 374 **J. Sullivan** No  
 375 **Voted in favor (8-1).**

376  
 377  
 378 Chair Sullivan: The town has a schedule of impact fees and guidance for prudent use of impact fees.

379  
 380 R. Makara: If it is necessary to meet the budget, we can make the pavilion smaller.

381  
 382 **BRIEF RECESS**



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Chair Sullivan called for a recess at 8:15 pm.

Chair Sullivan called the meeting back to order at 8:29 pm.

# **TOWN ADMINISTRATOR'S REPORT**

A. Garron: Chief Bouchard and I are planning shooter reaction training for employees. The date is November 21<sup>st</sup>.

A. Garron: The Budget Committee is just about finished with the town-side budgets. They will finish with their last few concerns with Police and Fire at their meeting tomorrow night.

A. Garron: I am looking for direction from the Council regarding 2.107 acres of tax-deeded town land on Quality Drive. Because this is tax-deeded property, it is under the purview of the Town Council. This is where the former BJs was located, where Amazon now is. I wanted to check for possible internal use or to see if the Council wishes to put it out to bid. A party has expressed interest in purchasing the land. I want to know how the Council feels about it. At one time there were plans for a gas station there, but that never happened.

J. Levesque: The developer was going to give land to the town for a fire station, but later reneged.

T. Tsantoulis: It is worth exploring.

Chair Sullivan: The consensus of the Council is to explore the possibilities for use by the town or for selling the property.

C. Karolian: It doesn't seem to be buildable.

R. Duhaime: There was a site plan for leasing the land for a gas station.

R. Duhaime: If the land is sold, the proceeds would go into the General Fund and could be used to offset property taxes.

A. Garron: I recently attended the ICMA in Nashville. There is a lot of development going on throughout the city of Nashville. The level of growth is tremendous. I heard several excellent presentations. A former Marine made a presentation on prioritizing tasks for recovery during a time of chaos due to a disaster. Another great presentation was on the use of technology. He has developed concerts with live orchestras and 3-D representations of famous performers who have passed. These concerts are always sold out. A third presentation was about resilience. A fourth was about how to bring solar energy to a community effectively. The last one I want to mention was a presentation about a community's image of where it wants to be, emphasizing good characteristics the community wants to retain. It was an excellent conference, well-worth the cost.

A. Garron: I had a productive meeting with Taylor Caswell, the State Commissioner of Economic Affairs. This is a relationship I will continue to foster.

430 A. Garron: Regarding our legal line, we have our share of Right to Know issues. We want to use our  
431 membership in the NHMA whenever possible and enlist the services of our legal counsel for more in  
432 depth issues.

433

434 **OLD BUSINESS**

435 **Removal of TAXICAB Ordinance, Other Ordinances, #00-20**

436

437  
438 *T. Tsantoulis motioned to approve the removal of Other Ordinance #00-20 TAXICAB Ordinance,*  
439 *effective November 6, 2019. C. Karolian seconded the motion.*

440 *Voted unanimously in favor (9-0).*

441

442 **Energy Efficiency Exemption (i.e. Solar Energy) (tabled at 10/09/19 Town Council Meeting)**

443

444  
445 *A. Walczyk motioned to remove this item from the table. R. Duhaime seconded the motion.*  
446 *The motion failed (3-5). Councilor Jones was not present for the vote.*

447

448 **Town of Hooksett Health Insurance for Elected Officials (tabled at 10/23/19 Town Council Meeting)**

449

450  
451 This item remained on the table.

452

453

454 **FY 2020-21 Budget and Warrant Articles**

455

456  
457 C. Soucie: Decisions still have to be made on four possible warrant articles – whether or not to move  
458 them to the ballot. The first is the wage increase for non-union employees. This group includes 47 full-  
459 time and 34 part-time employees of the Police Department, Fire Department, Town and Library.

460

461  
462 R. Duhaime: The insurance co-pay for this group is 15%. I believe we are working toward 20%. When  
463 was the last time this was increased?

464

465  
466 C. Soucie: I believe it was 2016.

467

468  
469 C. Karolian: Since this is about employee compensation, shouldn't we discuss the percentage increase  
470 in non-public session?

471

472  
473 Chair Sullivan: We don't need to, but we could. We are not discussing a specific employee; we are  
474 discussing employees in general.

475

476  
477 C. Karolian: Personally, I think it will affect union negotiations because it will let the unions know what  
478 we are recommending for the non-union employees.

479

480  
481 J Durand: When does this have to be decided?

482

483  
484 C. Soucie: This would have to be decided by January 9, 2019.

485

486  
487 *J. Durand motioned to table this item. C. Karolian seconded the motion.*

483 ***Voted in favor (8-1). Chair Sullivan voted nay.***  
 484

485 C. Soucie: This has already been decided this evening. The total amount is \$93,390. I will add "not to  
 486 exceed" before the \$50,000 coming from the Public Recreation Facilities Impact Fees and also before  
 487 the \$43,390 from the Parks & Recreation Facilities Capital Reserve Fund. This capital reserve fund was  
 488 created when impact fees could not be charged to new developers because of a deficit in the number of  
 489 parks and recreation facilities for residents. That deficit no longer exists.  
 490

491 T. Tsantoulis: Year after year we put \$15,000 into this fund. At that rate, we will never have enough  
 492 money for the bathrooms, which have been in bad shape for many years. The pavilion should be on a  
 493 wish list. There is \$145,315 in the fund, but there is no plan for bathrooms or a maintenance facility.  
 494

495 A. Garron: I want this to be in the CIP. A plan is needed.  
 496

497 C. Karolian: I don't want to choose one project over another. I would like to do both. But if I had to  
 498 choose, I would choose the bathrooms at Donati because they have been in bad condition for many  
 499 years and the traffic there is much heavier than at the site of the pavilion.  
 500

501 R. Duhaime: When the Kiwanis Club proposed a splash pad, it was understood that the bathrooms  
 502 would have to be done. Maybe next year we can present a plan and increase the amount for the capital  
 503 reserve fund.  
 504

505 J. Durand: The problem is that if we increase the amount going into the capital reserve fund, it is more  
 506 likely to be voted down.  
 507

508 A. Comai: There is no mention of specific projects. It is just the money for the pavilion now.  
 509

510 Chair Sullivan: We will never get there with \$15,000 per years. We could put nothing in the account this  
 511 year and then next year present a proposal for the total amount of the project. If that is \$350,000, we  
 512 could use the \$102,000 balance in the capital reserve fund (after the deduction for the pavilion) to offset  
 513 the cost.  
 514

515 R. Duhaime: The seniors and retired residents don't ask for a lot. They bring up the pavilion again and  
 516 again.  
 517

518 C. Soucie: This fund was established in 1998. It has been used for lights at Petersbrook and at tennis  
 519 courts.  
 520

521 ***R. Duhaime motioned to request \$25,000 for the Parks & Recreation Facilities Capital Reserve***  
 522 ***Fund. T. Tsantoulis seconded the motion.***  
 523

524 **Roll Call Vote #8**

525 ***J. Levesque No***

526 ***R. Duhaime Yes***

527 ***T. Tsantoulis Yes***

528 ***A. Walczyk No***

529 ***J. Durand Yes***

530 ***C. Jones Yes***

531 **A. Comai** Yes  
 532 **C. Karolian** Yes  
 533 **J. Sullivan** Yes  
 534 **Voted in favor (7-2).**

535  
 536 C. Soucie: The third possible warrant article is to clarify that last year's article for \$49,000 was for  
 537 private hydrants in condominium developments.

538  
 539 C. Karolian: How do we know that's what the voters wanted?

540  
 541 C. Soucie: At the Deliberative Session on February 2, 2019, there was a motion to increase Article #3  
 542 by \$49,000 for the hydrants. Issues identified by the Town Attorney included these:

- 543  
 544 ✓ The Town's Operating Budget (Article 3) includes funds to pay for publicly owned water  
 545 hydrants. The motion to add \$49,000 to the budget for hydrants did not include the new purpose  
 546 to pay for privately owned hydrants.  
 547 ✓ RSA 31:4 addresses public purpose. The Town cannot spend tax dollars for a strictly private  
 548 benefit. The Town could spend funds to ensure public safety. In this case, providing water for  
 549 fire protection is considered to be a public benefit.  
 550 ✓ Which "private" hydrants should be included? (condominiums, apartments, single family homes,  
 551 commercial)

552  
 553 C. Soucie: Also, one of the water districts also charges flushing fees at the current annual cost of  
 554 \$4,200.

555  
 556 Chair Sullivan: I believe the Council could clarify this without another warrant article.

557  
 558 R. Duhaime: Could we combine the two amounts to avoid adding a separate article for flushing fees?

559  
 560 C. Soucie: The problem is that the article for hydrants would say "appropriate" and the flushing fees  
 561 would have to say "raise and appropriate."

562  
 563 ***R. Duhaime motioned to approve the warrant article which would clarify that the \$49,000 is to***  
 564 ***reimburse private residential condominiums for water hydrants to ensure public safety. Chair***  
 565 ***Sullivan seconded the motion.***

566  
 567 C. Karolian: This would set a bad precedent. There are a lot of private homes without hydrants. It is a  
 568 slippery slope. It is like residents having to pay for education when they have no children.

569  
 570 Chair Sullivan: People in condos pay for their own and for the public ones.

571  
 572 R. Duhaime: Homes in private communities are assessed at a higher rate. Normally, the deciding factor  
 573 regarding services is based on whether a road is public or private.

574  
 575 Chair Sullivan: We need to be able to put out fires for public safety.

576  
 577 C. Karolian: The same public safety issue applies to trash collection and plowing.

578

A. Comai called the question.

A roll call vote was taken on the motion to approve a warrant article to clarify that the \$49,000 is to reimburse private residential condominiums for water hydrants to ensure public safety.

**Roll Call Vote #9**

**J. Durand** No

**A Comai** Yes

**C. Jones** No

**R. Duhaime** Yes

**C. Karolian** No

**A. Walczyk** Yes

**T. Tsantoulis** No

**J. Levesque** No

**J. Sullivan** Yes

**The motion failed (4-5).**

R. Duhaime: This will come up at the next Deliberative Session.

C. Soucie: A petition warrant article would be the best way to proceed with this. Towns are not supposed to add a purpose at a meeting without a warning to the public. The fourth and last possible warrant article is by petition. It is for the adoption of the provisions of SB 341 regarding veterans' tax credit for service-connected 100% disability. It would allow the town to raise the tax credit limit from \$2,000 to \$4,000. Hooksett has 27 homeowners in this category.

**NEW BUSINESS**

**Quarterly Financial Report for September 30, 2019**

C. Soucie: The unaudited financial report for the first quarter, ending September 30, 2019, is in you packets. The General Fund Operating Budget is 23% spent. The FY 2017-18 budget was high because of the bridge. FY 2018-19 was a default budget, and the FY 2019-20 budget is higher due to the debt payments for the fire pumper and the Safety Center.

**R. Duhaime motioned to extend the meeting. A. Walczyk seconded the motion.**

**The motion failed (4-5).**

A. Walczyk: Our procedure says that the meeting can be closed by a two-thirds majority roll call vote.

T. Tsantoulis: People here are waiting for the non-public session. We should not be wasting their time.

Chair Sullivan: The vote to extend the meeting failed, but it was not two-thirds, so we can continue. We need to be more succinct when we speak. We will ask Ms. Soucie to finish her report as quickly as possible. Then, we will go into non-public session and table other items until the next meeting.

C. Soucie: The Administration expenses are higher this year because of an increase for a part-time position, computer equipment and liability insurance. The legal line is only six percent spent because it represents only one month of services. The Fire-Rescue expenses have increased five percent over the past three years, due largely to a two percent increase in wages and overtime and 4.5% increase

for such items as hydrant rentals, vehicle maintenance and new equipment. Hooksett Village hydrant rentals increased 100%. There has been a one percent decrease in the employer share of NH Retirement and a 0.5% decrease in health insurance costs. Minimum staffing is keeping expenses down. The Police budget is historically underspent because of vacant positions. The overall increase in the last three fiscal years was 1.2%. Wages and overtime increased by two percent, health insurance decreased about one percent and general operations increased by 0.2%. The Highway Division expenses, aside from paving and bridge encumbrances, has increased seven percent over the past three years. Less than four percent of this increase is from wages and overtime; health insurance has decreased 1.5%; employer share of NH Retirement has increased 0.5%; and general operations has increased 4.5%, including \$100,000 for the MS-4 Permit for Stormwater required by the EPA. There are paving projects totaling \$3,900 for which we do not have the invoices. Staffing has been level for three years. Positions for one truck driver and one heavy equipment operator have been vacant all year. For the Recycling and Transfer Division, the budget has increased five percent over the past three years. Wages and overtime have increased 0.5% and staffing has been level. Health insurance has decreased by 4.5% due to employee plan changes. General operations have increased by nine percent, largely due to tipping fees. The town is in year seven years of a ten-year contract for tipping, and the amount increases slightly every year of the contract. One truck driver position has been vacant for three months. Changes in the recycling market have affected the cost of trash disposal. Currently, it costs more to recycle materials than to dispose of them as trash, which lead the Town to end single stream curbside collection. Items which can still be recycled – cardboard, metals, and aluminum cans – can be brought to the transfer station. General Fund budgeted revenues have been decreasing because of the discontinuance of Cable Franchise Fees. Motor Vehicle Registration revenues, the top revenue source for the town, have been increasing, and the FY 2019-20 budgeted amount will be increased to \$4,000,000 in November when the tax rate is set. Interest and penalties on tax revenue have decreased because the State reduced these amounts as of April 20, 2019. When the tax rate is set, this budget will be revised to \$240,000, based on actuals. Building permit revenues are up due to the economy. This budget will be increased to \$200,000 when the tax rate is set. Hooksett received State Municipal Aid in October 2019 in the amount of \$152,392. This is classified as unanticipated revenue. The same amount is expected to be received in 2020. There has been no State Revenue Sharing since FY 2009-10. Lastly, interest on deposits has increased over the last three years. Therefore, the budget will be increased to \$250,000 when the tax rate is set.

#### **APPROVAL OF MINUTES**

Public: 10/23/2019

Non-Public: 10/23/2019

***R. Duhaime motioned to table the Approval of Minutes. T. Tsantoulis seconded the motion. Voted unanimously in favor (9-0).***

#### **NON-PUBLIC SESSION #2 NH RSA 91-A:3 II**

***J. Sullivan motioned to enter non-public session #2 at 10:11pm in accordance with the provisions of RSA 91-A:3, II (a). Seconded by R. Duhaime.***

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, **unless** the employee affected (1) has a right to a public meeting, and (2) requests that he meeting be open, in which case the request shall be granted.

686 **Roll Call Vote**  
 687 **J. Levesque – yes**  
 688 **C. Jones – yes**  
 689 **C. Karolian – yes**  
 690 **A. Comai – yes**  
 691 **R. Duhaime – yes**  
 692 **A. Walczyk – yes**  
 693 **J. Durand – yes**  
 694 **T. Tsantoulis – yes**  
 695 **J. Sullivan - yes**  
 696 **Vote 9-0 in favor.**  
 697  
 698 ***C. Karolian motioned to exit the non-public session #2 of 11/06/09 at 11:08pm. Seconded by R.***  
 699 ***Duhaime. Vote 9-0 in favor.***  
 700  
 701 **Back in public session at 11:08 pm**  
 702  
 703 ***J. Sullivan motioned to seal the minutes of the non-public session #2 because it is determined***  
 704 ***that divulgence of this information likely would rend a proposed action ineffective. Seconded***  
 705 ***by A. Comai.***  
 706  
 707 **Roll Call Vote**  
 708 **J. Levesque – yes**  
 709 **T. Tsantoulis – yes**  
 710 **A. Walczyk – yes**  
 711 **C. Jones – yes**  
 712 **C. Karolian – yes**  
 713 **R. Duhaime – yes**  
 714 **J. Durand – yes**  
 715 **A. Comai - yes**  
 716 **J. Sullivan - yes**  
 717 **Vote 9-0 in favor.**  
 718  
 719 **ADJOURNMENT**  
 720  
 721 ***J. Sullivan motioned to adjourn the public session of 11/06/19 at 11:08pm. Seconded by A.***  
 722 ***Comai.***  
 723 ***Vote 9-0 in favor.***  
 724  
 725 ***Respectfully submitted,***  
 726  
 727 ***Recording Clerk***  
 728 ***Kathleen Donnelly***  
 729  
 730  
 731 

Please see subsequent meeting minutes for any amendments to these minutes.
--





**Town of Hooksett  
Town Council Meeting Minutes  
Wednesday, October 23, 2019**

The Hooksett Town Council met on Wednesday, October 23, 2019 at 6:00 in the Hooksett Municipal Building.

**CALL TO ORDER**

Chair Sullivan called the meeting of 23 Oct 2019 to order at 6:00 pm.

**PROOF OF POSTING**

Administrative Services Coordinator Donna Fitzpatrick provided proof of posting.

**ROLL CALL**

**In Attendance:** Councilor James Sullivan, Councilor Robert Duhaime, Councilor John Durand, Councilor James Levesque, Councilor Clifford Jones, Councilor Timothy Tsantoulis, Councilor Clark Karolian, and Councilor Alex Walczyk

Avery Comai arrived at 6:03 pm.

**PLEDGE OF ALLEGIANCE**

Chair Sullivan called for the Pledge of Allegiance.

**SPECIAL RECOGNITION**

**HeartSafe Community Award and NH EMS Unit of the Year Award**

Captain Stalker: I would like to introduce Nancy Vaughn, Director of Government Relations for the American Heart Association, and Bill Wood, Emergency Preparedness Coordinator for the NH Bureau of EMS.

N. Vaughn: We take great pride in emergency medical services and the proactive services they offer, such as CPR classes, which help people prepare for out of hospital cardiac arrest events.

B. Wood: Every month in New Hampshire, there are 200 adult cardiac arrests. Where a defibrillator is needed, a life is saved only eight percent of the time. By contrast, 70% of lives are saved in Seattle, thanks to the availability of Automated External Defibrillators (AEDs). I would like to present this Citation to Hooksett Fire and Rescue on Oct 23, 2019, designating Hooksett a HeartSafe Community because of its initiatives, including widespread CPR instruction, public access AEDs throughout the community, advanced life support training and certified EMS providers available 24/7 for response to cardiac emergencies, emergency vehicles equipped with cardiac monitors/defibrillators, AEDs and other emergency resuscitation equipment, and aggressive resuscitation protocols for EMS providers and area hospitals.

N. Vaughn: I have a second citation from the American Heart Association.

Captain Stalker: Hooksett Fire and Rescue was the recent recipient of the State of NH EMS Unit of the Year. In 2009, we took over the ambulance transport service. Currently, 80% of our team work at the advanced level. We offer advanced Paramedic level service and respond to 1,600 calls per year. We also offer various injury and illness prevention programs to the community. We are proud of the hard, dedicated work our personnel do every day and are honored to be the EMS unit of the year for 2019.

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**SCHEDULED APPOINTMENTS**

**Cindy Robertson, Conservation Commission Chair and Dan Tatem, Stantec: Proposed gate for Emergency Access to the Hooksett Riverwalk Trail**

C. Robertson: Dan Tatem could not be here tonight. David Ross is joining me, and I know he spoke to you about the proposed Emergency Access gate. We are looking for approval for the permitting process to install a gate where Phase Two of the Hooksett Riverwalk Trail is accessed from Merrimack Street. Stantec installed a gravel road for transporting heavy equipment needed at the site We are proposing to loam and seed this gravel area and put in a permanent steel farm gate. This has DOT approval as long as the access is only for emergency and construction. Stantec will install a Knox-box and Dan Tatem obtained the gate at no cost. I would like to note that Phase Three will use the same access area.

C. Karolian: Is the engineering work done?

C. Robertson: It will be done once we have approval.

R. Duhaime: It looks as if the first 50 feet will stay graveled.

C. Robertson: I don't know. I thought it would all be loam.

D. Ross: One neighbor is pleased about the proposal.

T. Tsantoulis: It looks as if it would be easy to go around the gate.

D. Ross: That area is very wet. You can't drive on it.

C. Karolian: What is the distance between the first and second access road?

D. Ross: About 200 feet.

C. Karolian: Are the abutters okay with this?

C. Robertson: Comments have been highly favorable; we have heard nothing negative.

***R. Duhaime motioned to approve a gate being installed where the temporary construction access is currently located off of Merrimack Street. T. Tsantoulis seconded the motion. Voted in favor (8-0). C. Jones abstained because his wife works part-time for Stantec.***

C. Karolian: I want to stipulate that I am in favor, assuming the abutters are agreeable.

**PUBLIC HEARINGS**

**Removal of Taxi Cab Ordinance, Other Ordinances, #00-20 (noticed for 6:30pm)**

Chair Sullivan read the notice for the Public Hearing:

The Hooksett Town Council will be holding a public hearing on Wednesday October 23, 2019 @ 6:30 pm at the Hooksett Town Hall – Council Chambers, 35 Main Street, Hooksett, NH. The purpose of the public hearing is to remove Town Ordinance #002-20

Taxicab. This notice is per Chapter 231:132-a of the NH RSA and Section 3.6 of the Hooksett Town Charter. The full text of the proposed amendment is on file with the Town Clerk and is also available via [www.hooksett.org](http://www.hooksett.org) for your inspection. Questions should be directed to the Office of the Town Clerk at 485-9534.

M. Lavoie, Code Enforcement: One taxi cab company has been paying the license fee regularly for many years. The ordinance requires the town to keep track of people being picked up or dropped off in Hooksett; we can't keep track of the various ride-share organizations. This is a tax on one business and it is unfair.

Chair Sullivan: The vote on this item will be November 6<sup>th</sup>.

## CONSENT AGENDA

### **\$200 Donation - Heritage Commission Sponsored Speaker**

***R. Duhaime motioned to accept \$200 from the NH Humanities Council on behalf of the Town of Hooksett. T. Tsantoulis seconded the motion. Voted unanimously in favor (9-0).***

## TOWN ADMINISTRATOR'S REPORT

D. Fitzpatrick: Town Administrator Andre Garron is at a conference and asked me to present a few items on his behalf. First, the Supervisors of the Checklist will meet on Friday, October 25, 2019 from 7:00 to 7:30 pm. This is the last opportunity for registered voters to change party affiliation. The Checklist Supervisors will extend the meeting time if necessary. Second, Trick or Treat for Halloween will be Thursday, October 31, 2019 from 6:00 to 8:00 pm. Lastly, union negotiations will continue on Thursday, October 31, 2019 from 9:00 am until noon and on Friday, November 1, 2019 from 8:30 am until 11:00 am.

D. Fitzpatrick: We need a motion to authorize the Council Chair to sign the contract with Granite YMCA for the 2020 Summer Day Camp on behalf of the Council.

D. Fitzpatrick: Regarding the well radius item which you will be considering this evening, Mr. Garron wants to refer you to the town attorney opinion letter which was distributed and to clarify that the abutters are no longer the developer; they are private owners.

***T. Tsantoulis motioned to authorize the Council Chair to sign the contract with Granite YMCA for the 2020 Summer Day Camp on behalf of the Council. A. Walczyk seconded the motion. Voted unanimously in favor (9-0).***

## PUBLIC INPUT

Mark Miville, 42 Main Street: First, I want to acknowledge that the town is considering a pavilion. This has been four years in the making. The Hooksettites brought this to me originally and there is a need for it, especially for seniors who don't have a lot to go to. Second, I go to the recycling center once or twice a week and often end up waiting in line because someone has to go in to write a check. I would like to see a separate line for cans and cardboard, or a way for those writing checks to move to the side. Thank you.

Charles Fredette, Bedford: I am speaking on behalf of Merrimack Valley Riders and President Tom Levesque is with me. We are seeking permission to ride on the Chester Turnpike trail as part of our annual Classic Charity Trail Ride for Cystic Fibrosis in June of 2020. Those in our

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157 organization are respectful of the trails we ride on. We do not tolerate the “poaching” of trails.  
158 Thank you for allowing me to speak.  
159

160 **BRIEF RECESS**

161 Chair Sullivan called for a five-minute recess.  
162

163 **OLD BUSINESS**

164 **Relocation of the Lacrosse wall from Donati Park to Petersbrook Park**

165  
166  
167 E. Labonte: HYAA is relocating Lacrosse from Donati Park to Petersbrook Park. Scout Duncan  
168 Korkosz is here with his mother to update you on his Eagle Scout project, which is the building of  
169 a lacrosse wall. It will now be a multi-sport wall – one side for Lacrosse and the other for Soccer.  
170 The Town Council accepted this Eagle Scout project on May 22, 2019.  
171

172 D. Korkosz: I want to let you know that three-quarters of the fund raising is complete, and I would  
173 now like to locate the wall at Petersbrook Park.  
174

175 R. Duhaime: With the location change, will there be less cost?  
176

177 D. Korkosz: The cost is the same, regardless of the location.  
178

179 A. Comai: Of what material will the wall be constructed?  
180

181 D. Korkosz: It is concrete.  
182

183 ***A. Walczyk motioned to recommend and approve the relocation of the Lacrosse wall from***  
184 ***Donati park to Petersbrook Park. J. Levesque seconded the motion.***  
185 ***Voted in favor (8-0). C. Karolian was not present for the vote.***  
186

187 **NOMINATIONS AND APPOINTMENTS**

188 **October Appointments**  
189

190  
191 N. Germain: At the September 25, 2019 Town Council meeting, William Herlicka, a business  
192 owner, was nominated to the Conservation Commission as an Alternate, and James Fortin was  
193 nominated as an Alternate to the Planning Board. These appointments fill the remaining  
194 available Alternate spots for their respective bodies. All paperwork is complete.  
195

196 ***T. Tsantoulis motioned to appoint William Herlicka as an Alternate to the Conservation***  
197 ***Commission, term expiring June 30, 2022. J. Durand seconded the motion.***  
198 ***Voted unanimously in favor (9-0).***  
199

200 ***T. Tsantoulis motioned to appoint James Fortin as an Alternate to the Planning Board,***  
201 ***term expiring June 30, 2020. J. Durand seconded the motion.***  
202 ***Voted unanimously in favor (9-0).***  
203

204 R. Durand: This is a good start with the land use boards and committees.  
205

206 **OLD BUSINESS (continued)**

207 **Surety Release-DAR Builders, LLC Well Radius Surety**  
208

Nicholas Williams, Town Planner: This request for the release of DAR Builders, LLC's surety bond is based on the fact that the owners of the abutting properties are no longer owned by the developer. They are privately owned and the owners are fully informed of the well radius issue. I will read the opinion of Town Attorney Matt Serge on the issue of Well Radius Waiver Bonds:

"I have reviewed the Town Charter and cannot find anything that expressly directs the Town Council to release bonds in this instance. There is a reference to the Town Council in Section 18.07 (Surety Release Process) in the Town's Development Regulations. Under that process, the Town Council must move to approve the release of a surety collected under the Regulations.

This is obviously not your typical bond issue, and the Planning Board checklists are clear that an NHDES waiver is sufficient in lieu of keeping the well radii totally within a particular property's boundary lines. Here, if the waiver has been obtained, and the appropriate official(s) have acknowledged that the waiver is satisfactory, the Town has no basis for continuing to hold the bond and it should be released. This of course has no impact on other surety that was collected for the project pertaining to other improvements. Please note that my opinion is based upon the information in your email, and if there is other information pertaining to the well issue that I should see, please let me know."

T. Tsantoulis: My original comments and concerns were based on the fact that the developer owned the abutting properties. Since that is no longer the case, I have reversed my opinion.

C. Karolian: The attorney's opinion left out option one, which is to re-drill the well.

***R. Duhaime motioned to recommend the release of the \$6,000 cash surety to DAR Builders, LLC. T. Tsantoulis seconded the motion.***

A roll call vote was taken on the motion.

**Roll Call Vote #2**

***R. Duhaime* Yes**  
***J Durand* Yes**  
***C. Jones* Yes**  
***J. Levesque* Yes**  
***A. Walczyk* Yes**  
***A. Comai* Yes**  
***C. Karolian* No**  
***T. Tsantoulis* Yes**  
***J. Sullivan* Yes**  
***Voted in favor (8-1).***

**Health Insurance Renewal Rates Effective January 1, 2020**

D. Fitzpatrick: The Town's annual medical and dental renewal rates effective January 1, 2020 were announced to the Town Council at their October 9, 2019 meeting. All Hooksett medical plans increased by 3.6% (Health Trust January renewal pool is 7.1%) and all dental plans increased by 3.9%. The Council voted unanimously to continue the current health and dental plan options and contributions for 2020 in these categories: non-union employees, retirees under 65 years of age, and retirees 65 years of age and older. Next, we are looking for motions

regarding the Fire union employees, the Police union employees and the Public Works union employees.

***R. Duhaime motioned to maintain the following health plan and dental plan options effective January 1, 2020 through June 30, 2020 for Fire union employees as contractually obligated and presented. T. Tsantoulis seconded the motion.***

A roll call vote was taken on the motion.

**Roll Call Vote #3**

**A. Comai** Yes  
**C. Jones** Yes  
**A. Walczyk** Yes  
**J. Durand** Yes  
**R. Duhaime** Yes  
**T. Tsantoulis** Yes  
**J. Levesque** Yes  
**C. Karolian** Yes  
**J. Sullivan** Yes

***Voted unanimously in favor (9-0).***

The details are as follows, effective January 1, 2020:

1. BlueChoice POS BC2T10- R10/25/40M10/40/70/3K(L)
  - a. 16% employee premium contribution
  - b. allow the employee to establish their own FSA account
2. HealthTrust-Anthem Blue HMO AB201PDED(01L)-R10/25/40M10/40/70/3K(L) - \$250/\$750
  - a. 16% employee premium contribution
  - b. allow the employee to establish their own FSA account
3. HealthTrust-Anthem Lumenos 2500 (01L) \$2,500/\$5,000
  - a. no employee premium contribution
  - b. allow the employee to establish their own HSA account
  - c. allow the employee to establish their own limited FSA account (dental and vision only)
4. Dental plans 1 flx, 2A flx and 5 flx

***T. Tsantoulis motioned to maintain the following health plan and dental plan options effective January 1, 2020 through June 30, 2020 for Police union employees as contractually obligated and presented. J. Durand seconded the motion.***

A roll call vote was taken on the motion.

**Roll Call Vote #4**

**A. Walczyk** Yes  
**J. Levesque** Yes  
**C. Jones** Yes

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311 **R. Duhaime Yes**

312 **J. Durand Yes**

313 **C. Karolian Yes**

314 **T. Tsantoulis Yes**

315 **A. Comai Yes**

316 **J. Sullivan Yes**

317 **Voted unanimously in favor (9-0).**

318

319 The details are as follows, effective January 1, 2020:

320

321 5. HealthTrust-Anthem Blue HMO AB201PDED(01L)-R10/25/40M10/40/70/3K(L) -  
322 \$250/\$750

323 a. 19% employee premium contribution

324 b. allow the employee to establish their own FSA account

325

326 6. HealthTrust-Anthem Blue HMO ABSOS20/40/1KDED(01L)- R10/25/40M10/40/70/55K(L)-  
327 \$1,000/\$3,000

328 a. no employee premium contribution

329 b. allow the employee to establish their own FSA account

330 c. Town pays 50% of deductible through HRA account after the first \* below is paid  
331 by the employee

332 i. \*Single plan =- \$400

333 ii. \*Two-person plan = \$750

334 iii. \*Family plan = \$1,000

335

336 7. HealthTrust-Anthem Lumenos 2500 (01L) \$2,500/\$5,000

337 a. no employee premium contribution

338 b. allow the employee to establish their own HSA account

339 c. allow the employee to establish their own limited FSA account (dental and vision  
340 only)

341

342 8. Dental plans 1 flx, 2A flx and 5 flx

343

344 ***T. Tsantoulis motioned to maintain the following health plan and dental plan options***  
345 ***effective January 1, 2020 through December 31, 2020 for Public Works union employees***  
346 ***as contractually obligated and presented. J. Durand seconded the motion.***

347

348 A roll call vote was taken on the motion.

349

350 **Roll Call Vote #5**

351 **T. Tsantoulis Yes**

352 **C. Jones Yes**

353 **R. Duhaime Yes**

354 **A. Walczyk Yes**

355 **J. Levesque Yes**

356 **C. Karolian Yes**

357 **J. Durand Yes**

358 **A. Comai Yes**

359 **J. Sullivan Yes**

360 **Voted unanimously in favor (9-0).**

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The details are as follows, effective January 1, 2020.

1. HealthTrust-Anthem Blue HMO AB201PDED(01L)-R10/25/40M10/40/70/3K(L) - \$250/\$750
  - a. 16% employee premium contribution July 1, 2019 to June 30, 2020
  - b. 17% employee premium contribution July 1, 2020 to December 31, 2020
  - c. allow the employee to establish their own FSA account
2. HealthTrust-Anthem Blue HMO ABSOS20/40/1KDED(01L)- R10/25/40M10/40/70/55K(L)- \$1,000/\$3,000
  - a. no employee premium contribution
  - b. allow the employee to establish their own FSA account
  - c. Town pays 50% of deductible through HRA account after the first \* below is paid by the employee
    - i. \*Single plan =- \$400
    - ii. \*Two-person plan = \$750
    - iii. \*Family plan = \$1,000
3. HealthTrust-Anthem Lumenos 2500 (01L) \$2,500/\$5,000
  - a. no employee premium contribution
  - b. allow the employee to establish their own HSA account
  - c. allow the employee to establish their own limited FSA account (dental and vision only)
4. Dental plans 1 flx, 2A flx and 5 flx

***Chair Sullivan motioned to direct the Town Administrator to review HealthTrust health plan options and dental plan options for effective January 1, 2021. C. Karolian seconded the motion.***

***Voted unanimously in favor (9-0).***

A. Walczyk: Are we still in negotiations?

D. Fitzpatrick: Just to the end of the current contract. Also, the Council can change the membership of the negotiating committee, if desired.

J. Durand: I like a mix and having employees involved.

C. Karolian: Instead of a committee, the negotiations could be taken care of by the Administration.

T. Tsantoulis: We do entrust this to the Administrator. Employees could offer input as necessary.

R. Duhaime: We are asking employees to pay more now. They may want to have input.

D. Fitzpatrick: Councilor Durand asked me to look into options with Health Trust to provide health insurance to Town Councilors or other publicly elected officials of the Town. I would like to direct you to page 60 of your packet. Section (c), as I will quote, allows for adding a new group to the membership.



412 (c) Any publicly elected official of a Member whose term of office is at least one (1) year's  
 413 duration (or official appointed to fill the unexpired term of a publicly elected official)  
 414 regardless of his or her scheduled work week if such official is described in one of the  
 415 categories as follows:  
 416 (i) Individuals serving on the Governing Body or a Member; or (iii) Officials who serve in  
 417 an administrative position of a Member which position is comparable in status to a  
 418 department-head level appointed administrator, but which, by law or option of the  
 419 Member, is an elected position. Such position shall include, but not be limited to, clerks,  
 420 treasurers, tax collectors, road agents and police chiefs.

421  
 422 **C. Karolian motioned not to offer health insurance to any elected official of Hooksett. A.**  
 423 **Comai seconded the motion.**  
 424

425 T. Tsantoulis: This warrants research.  
 426

427 C. Karolian: Is this an option via Health Trust per their bylaws? Why is it being presented now?  
 428 Are there any other part-time employees receiving health insurance?  
 429

430 D. Fitzpatrick: This has been an option for a long time. It is being presented now because a  
 431 Councilor asked me to look into it. Our part-time employees are not offered health  
 432

433 J. Durand: I asked for the research.  
 434

435 C. Karolian: If all elected officials went on the insurance, what would be the cost?  
 436

437 D. Fitzpatrick: The family plan is about \$29,000, less the 15% paid by the employee, so it would  
 438 be about \$24,000 per elected official. A decision on this must be made by November 6, 2019.  
 439 November 15, 2019 is the drop-dead date for all enrollments and decisions.  
 440

441 Chair Sullivan: I estimate 28 individuals in this category. That is an approximate cost of  
 442 \$675,000.  
 443

444 R. Duhaime: We spend a lot of money on health care in this town. We look at raises of maybe  
 445 \$500 for Town Councilors; this is \$24,000. We would have lots of people running for office.  
 446

447 J. Levesque: Is there a rate sheet available?  
 448

449 D. Fitzpatrick: I will send out the rate sheet.  
 450

451 C. Karolian: For transparency, we are looking at about 27 people at a cost to the town of \$25,000  
 452 each.  
 453

454 **C. Karolian withdrew him motion not to offer health insurance to any elected official of**  
 455 **Hooksett. AC removed his second.**  
 456

457 C. Jones: Can we find out if this requires a change to the Charter?  
 458

459 **R. Duhaime motioned to direct the Town Administrator to look into the cost and the**  
 460 **procedure for providing medical insurance for elected officials. J. Durand seconded the**  
 461 **motion.**

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A roll call vote was taken on the motion.

**Roll Call Vote #6**

**J. Durand** Yes  
**J. Levesque** Yes  
**C. Karolian** No  
**A. Comai** No  
**C. Jones** Yes  
**T. Tsantoulis** Yes  
**A. Walczyk** No  
**R. Duhaime** Yes  
**J. Sullivan** No  
**Voted in favor (5-4).**

**FY 2020-21 Budget and Warrant Articles**

C. Soucie: We are looking for motions to increase the Council's recommended Health, Dental, Unemployment and Liability lines.

***R. Duhaime motioned to increase the Council's recommended Health Insurance lines by \$41,652. T. Tsantoulis seconded the motion.***  
***Voted unanimously in favor (9-0).***

***R. Duhaime motioned to increase the Council's recommended Dental Insurance lines by \$4,059. C. Jones seconded.***  
***Voted in favor (8-0). T. Tsantoulis was not present for the vote.***

***R. Duhaime motioned to increase the Council's recommended Unemployment line by \$896. T. Tsantoulis seconded the motion.***  
***Voted unanimously in favor (9-0).***

***A. Walczyk motioned to increase the Council's recommended Liability line by \$10,378. T. Tsantoulis seconded the motion.***  
***Voted in favor (8-0). J. Levesque was not present for the vote.***

***T. Tsantoulis motioned to pass the revised Council Budget of \$17,740,239 to the Budget Committee. R. Duhaime seconded the motion.***  
***Voted in favor (8-0). J. Levesque was not present for the vote.***

**Energy Efficiency Exemption (i.e. Solar Energy) - (tabled at 10/09/19 Town Council Meeting)**

This item remained on the table.

**NEW BUSINESS**

**Selection of a financial institution for the Route 3A Sewer and Other Infrastructure Improvements borrowing.**

C. Soucie: TD Bank provided the lowest quoted rate, no prepayment penalty, one payment a year and a flexible closing date.

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***R. Duhaime motioned to finance the Route 3A Sewer and Other Infrastructure Improvements with a ten-year note in the amount of \$2,500,000 utilizing TD Bank. T. Tsantoulis seconded the motion.***

C. Karolian: Did you ask all of the financial institutions about a prepayment penalty?

C. Soucie: No, because they didn't have lowest rate.

A roll call vote was taken on the motion.

**Roll Call Vote #7**

***C. Jones Yes***  
***C. Karolian No***  
***J. Levesque No***  
***R. Duhaime Yes***  
***A. Walczyk No***  
***J. Durand Yes***  
***T. Tsantoulis Yes***  
***A. Comai Yes***  
***J. Sullivan Yes***  
***Voted in favor (6-3).***

**Use of Unassigned Fund Balance to lower 2019 Tax Rate**

***Chair Sullivan motioned that State Municipal Aid of \$152,392.50 be applied to offsetting the 2019 tax rate. C. Karolian seconded the motion.***  
***Voted unanimously in favor.***

***Chair Sullivan motioned to apply \$1,368,000 of the current fund balance to reduce the tax rate to \$21.53 per thousand. J. Durand seconded the motion.***

C. Jones: I am okay with six percent; 5% might cause sticker shock.

A. Walczyk: The town's policy is a minimum of five percent, working toward eight percent. We should Invest while the economy is good so we can grow the tax base.

J. Durand called the question.

A roll call vote was taken on the motion.

**Roll Call Vote #8**

***J. Levesque Yes***  
***R. Duhaime No***  
***T. Tsantoulis No***  
***A. Walczyk No***  
***J. Durand Yes***  
***C. Jones Yes***  
***A. Comai Yes***

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564 **C. Karolian** No  
 565 **J. Sullivan** Yes  
 566 **Voted in favor (5-4).**  
 567

568 **Tax Bill Newsletter Approval**  
 569

570 ***T. Tsantoulis motioned to authorize the Administration to send out a Fall Newsletter with***  
 571 ***the Fall Tax Bill (as amended as necessary). A. Comai seconded the motion.***  
 572 ***Voted in favor (7-0). J. Durand and C. Karolian were not present for the vote.***  
 573  
 574

575 **APPROVAL OF MINUTES**  
 576

577 **Public: 10/09/2019**  
 578

579 ***T. Tsantoulis motioned to approve the public minutes of the October 9, 2019 Council***  
 580 ***meeting. R. Duhaime seconded the motion.***  
 581

582 Chair Sullivan: Are there any corrections?  
 583

584 Chair Sullivan: On page 2, Line 81, I did not say "...the area where I live..." I said "Sample Area  
 585 One."  
 586

587 Chair Sullivan called for a vote on the motion to approve the public minutes of the October 9,  
 588 2019 meeting as amended.  
 589

590 ***Voted unanimously in favor (9-0).***  
 591  
 592

593 **Non-Public: 10/09/2019**  
 594  
 595

596 ***T. Tsantoulis motioned to approve the minutes of the October 9, 2019 non-public session.***  
 597 ***R. Duhaime seconded the motion.***  
 598 ***Voted unanimously in favor (9-0).***  
 599  
 600

601 **SUB-COMMITTEE REPORTS**  
 602

603 Chair Sullivan: The Heritage Commission has received a grant for refurbishing an old town map,  
 604 probably done before 1842. The Library will be hosting a presentation on Tuesday, October 29<sup>th</sup>  
 605 at 6:30 pm titled "Harnessing History: On the Trail of New Hampshire's State Dog, the Chinook."  
 606 The program is sponsored by the NH Humanities Council and looks at how dog sledding  
 607 developed in New Hampshire and how the Chinook played a major role.  
 608

609 R. Duhaime: The Budget Committee has reviewed several of the smaller budgets. The Planning  
 610 Board reviewed a subdivision, requiring vegetation screening where it was needed. They also  
 611 discussed architectural guidelines, and there was a lot of debate on that issue. As an example,  
 612 we have O'Reilly Auto parts next to the Heritage Bank. Again, the need for follow-through was  
 613 emphasized. I attended a Sewer meeting which featured a presentation on plant improvements.  
 614

615 A. Walczyk: Parks & Rec is working on the Pavilion.  
 616

617 T. Tsantoulis: The HYA Committee has selected a Youth Achiever for the month of October. The  
618 Assessors will be meeting with an attorney to discuss the issues of a disgruntled taxpayer.

619  
620 A. Comai: The Conservation Commission is looking at plots of land available by donation behind  
621 the Cawley School. They also considered donations for park benches.

622  
623 Chair Sullivan closed the public hearing on the removal of the Taxi Cab Ordinance at 9:23 pm.

624  
625 **NON-PUBLIC SESSION NH RSA 91-A:3, II**

626  
627 **R. Duhaime motioned to enter non-public session on 10/23/19 at 9:25 pm in accordance**  
628 **with the provisions of RSA 91-A:3, II (a). Seconded by J. Levesque.**

629  
630 RSA 91-A:3, II (a) The dismissal, promotion, or compensation of any public employee or the  
631 disciplining of such employee, or the investigation of any charges against him or her, **unless** the  
632 employee affected (1) has a right to a public meeting, and (2) requests that he meeting be open,  
633 in which case the request shall be granted.

634  
635 **Roll Call Vote #9**

636 **J. Durand Yes**  
637 **A Comai Yes**  
638 **C. Jones Yes**  
639 **R. Duhaime Yes**  
640 **C. Karolian Yes**  
641 **A. Walczyk Yes**  
642 **T. Tsantoulis Yes**  
643 **J. Levesque Yes**  
644 **J. Sullivan Yes**

645 ***Voted unanimously in favor.***

646  
647 ***J. Sullivan motion to exit the non-public session of 10/23/19. Seconded by A. Comai.***  
648 ***Voted unanimously in favor (8-0). J. Levesque was not present, having left the meeting at***  
649 ***10:14 pm.***

650  
651 **Back in public session at 10:25 pm**

652  
653 ***J. Sullivan motioned to seal the minutes of the non-public session because it is***  
654 ***determined that divulgence of this information likely would render a proposed action***  
655 ***ineffective. Seconded by A. Comai.***

656  
657 **Roll Call Vote #10**

658 **C. Karolian Yes**  
659 **T. Tsantoulis Yes**  
660 **J. Levesque Not present**  
661 **C. Jones Yes**  
662 **A. Comai Yes**  
663 **J. Durand Yes**  
664 **A. Walczyk Yes**  
665 **R. Duhaime Yes**

666 **J. Sullivan Yes**  
667 **Voted unanimously in favor (8-0).**  
668

669 **ADJOURNMENT**  
670

671 ***J. Sullivan motioned to adjourn the public session of 10/23/19 at 10:26 pm. Seconded by***  
672 ***T. Tsantoulis. Voted in favor (8-0). J. Levesque left meeting at 10:14 pm.***  
673

674 Respectfully submitted,  
675

676 *Kathleen Donnelly*

677 Kathleen Donnelly

678 Recording Clerk

679