

**TOWN COUNCIL
AGENDA
March 07, 2011**

The Town Council meeting and Budget Public Hearing will be held in the Moose Hill Council Chambers, Town Hall, 268B Mammoth Road, Londonderry. Regular meetings are cablecast live and videotaped for the convenience of our viewers at home. *All regular meetings will be adjourned by 10:00pm unless otherwise notified.*

7:00 PM

I. CALL TO ORDER

II. PUBLIC COMMENT

- A. Presentation of Volunteer Awards, Citizen of the Year & Volunteer of the Year.
- B. Police Chief Hart – Home Security

III. PUBLIC HEARING

- A. Ordinance #2011-01 – Relative to Amendments to the Zoning Ordinance & Map Relating to Rezoning Map 15, Lots 22 & 124, Rockingham Road

IV. OLD BUSINESS

- A. FY12 Budget Review

V. NEW BUSINESS

- A. Resolution #2011-01 - Relative to an Agreement to Provide Law Enforcement Services at Manchester-Boston Regional Airport.
- B. Resolution #2011-02 – Relative to the Demolition of North Fire Station.
- C. Order #2011-03 – Relative to the Distribution of Reclamation Fee Funds for Recycling and Associated Expenses and Bid Award for Additional Improvements.
- D. Order #2011-04 – Relative to the Expenditure of Maintenance Trust Funds for Various Projects

VI. APPROVAL OF MINUTES

- A. Minutes of Council's Public Meeting of 02/14/11

VII. OTHER BUSINESS:

- A. Liaison Reports
- B. Town Manager Report
- C. Board/Committee Appointments/Reappointments

VIII. ADJOURNMENT

IX. MEETING SCHEDULE:

- A. Town Council Meeting – March 12, 2011, LHS Cafeteria – Election of Officers (immediately following adjournment of Budgetary Town Meeting)
- B. Town Council Meeting – March 21, 2011, Moose Hill Council Chambers, 7:00 PM
- C. Town Council Meeting – April 4, 2011, Moose Hill Council Chambers, 7:00 PM
- D. Town Council Meeting – April 18, 2011, Moose Hill Council Chambers, 7:00 PM

SUPPORTING DOCUMENTATION COUNCIL MEETING OF MARCH 7, 2011

I. CALL TO ORDER

II. PUBLIC COMMENT

- A. Presentation of Volunteer Awards, Citizen of the Year and Volunteer of the Year – Chairman Paul DiMarco will lead the annual recognition awards.
- B. Home Security – Chief Hart – Chief Hart and his staff will make a presentation to the Council on improving home security.

III. PUBLIC HEARING

- A. Ordinance #2011-01 – Relative to Amendments to the Zoning Ordinance & Map Relating to Rezoning Map 15, Lots 22 & 124, Rockingham Road – The Planning Board recommends the rezoning of two parcels on Rockingham Road which would facilitate a significant expansion of an existing business. Staff will be in attendance to expand upon the Planning Board’s recommendation, and to answer any questions which might arise.

IV. OLD BUSINESS

- A. FY12 Budget Review – Governor Lynch recently released his proposed FY12-13 State Budget, which may result in significant financial implications to local governments. This agenda item provides the Council with an opportunity to review options to respond to any adverse impacts upon Londonderry.

V. NEW BUSINESS

- A. Resolution #2011-01 – Relative to an Agreement to Provide Law Enforcement Services at Manchester-Boston Regional Airport – Attached is a resolution and agreement which would continue the Town’s partnership with the City of Manchester by extending the law enforcement contract at the airport until 2016, with opportunities to extend the agreement in the future. Chief Hart will be in attendance to respond to any questions on the proposed agreement.

- B. Resolution #2011-02 – Relative to the Demolition of North Fire Station – The Fire Department staff recently relocated operations from North Fire Station to North/West Fire Station on Grenier Field Road, which leaves into question the disposition of the old building. Staff has completed the following steps which supports the recommended Resolution to demolish the structure:
- i. Departments were queried regarding any space needs for the building. Only the Senior Affairs Director responded, citing the need for additional parking for the seniors, and utilizing the land for a future expansion of the Senior Center.
 - ii. Building Official Richard Canuel inspected the structure and developed the attached report listing the many deficiencies found on site. Based upon Richard’s report, clearly it would cost prohibitive to rehabilitate the structure.
 - iii. The site used to host an underground fuel storage tank, which leaked at some point and was removed. NHDES advises that additional soil under and adjacent to the building needs to be remediated; NHDES has funds for this work if expended prior to June 30, 2011.
 - iv. Staff recommends that the building itself be deemed surplus to the Town’s needs, and the entire parcel be reserved for use by the Senior Center.
 - v. Bids have been received for the demolition, which are under review. It is estimated that the work will cost approximately \$20,000.00, will be funded through the Expendable Maintenance Trust Fund.

Should the Council act favorably upon the Resolution, staff will begin the permit process (Demolition Delay Committee and demolition permit) and award the work to remove the structure. Staff has been in contact with community members regarding the preservation of any historic artifacts from the building.

- C. Order #2011-03 – Relative to the Distribution of Reclamation Trust Funds for Drop-Off Center Improvements and Bid Award for Additional Improvements – Attached is a Resolution authorizing payment of expenses incurred improving the Drop Off Center, and further to authorize the Town Manager to execute a contract with Southern NH CCI for additional improvements, including concrete slab, retaining wall, guardrails and fencing.

- D. Order #2011-04 – Relative to the Expenditure of Maintenance Trust Funds for Various Projects - Attached is an Order authorizing the expenditure of Expendable Maintenance Trust Funds for various projects at Leach Library, Central Fire Station, Senior Center, Access Center and the Highway Garage.

VI. APPROVAL OF MINUTES – Minutes of the Council’s Public Meeting of 2/14/11.

VI. OTHER BUSINESS

- A. Liaison Reports –
- B. Town Manager Report –
- C. Board/Committee Appointments/Reappointments -

VII. ADJOURNMENT –

MEETING SCHEDULE:

- E. Town Council Meeting – March 12, 2011, LHS Cafeteria – Election of Officers (immediately following adjournment of Budgetary Town Meeting)
- F. Town Council Meeting – March 21, 2011, Moose Hill Council Chambers, 7:00 PM
- G. Town Council Meeting – April 4, 2011, Moose Hill Council Chambers, 7:00 PM
- H. Town Council Meeting – April 18, 2011, Moose Hill Council Chambers, 7:00 PM
- I. Town Council Meeting – May 2, 2011, Moose Hill Council Chambers, 7:00 PM

**FOLLOW-UP FROM COUNCIL'S
February 14, 2011 MEETING**

ISSUE	ACTION	RESPONSIBILITY
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**FOLLOW-UP FROM COUNCIL'S
February 7, 2011 MEETING**

ISSUE	ACTION	RESPONSIBILITY
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LAFAs Surveillance	Investigate cost to install cameras at Nelson Field <i>(Staff estimates a cost of \$6,500 - \$10,000 for a four Camera system - wireless)</i>	Steve
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**FOLLOW-UP FROM COUNCIL'S
December 20, 2010 MEETING**

ISSUE	ACTION	RESPONSIBILITY
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CART	Schedule subject meeting to discuss Rockingham County Nutrition <i>(To be scheduled at CART's request)</i>	Dave/Margo
	Determine number of CART rides to Elliott <i>(In process)</i>	Lee M.

Introduced: 02/07/11
Public Hearing: 03/07/11
Adopted: xx/xx/xx

ORDINANCE 2011-01
AN AMENDMENT TO THE ZONING ORDINANCE &
MAP
RELATING TO REZONING MAP 15, LOT 22 & 124,
ROCKINGHAM ROAD

WHEREAS the Planning Board received a request to rezone the above-referenced parcels from split zoned C-II/POD to I-I; and

WHEREAS the requested rezoning is consistent with the lot's development capability due to existing development patterns; and

WHEREAS the Planning Board has recommended that the Town Council act favorably upon the request;

NOW THEREFORE BE IT ORDAINED by the Town Council of the Town of Londonderry that the Town Zoning Ordinance and Zoning Map be amended to reflect the rezoning of Map 15, Lots 22 & 124 from split zoned C-II/POD to I-I, to become effective upon the following:

- 1) Planning Board approval of a voluntary merger or lot consolidation of the two parcels;
- 2) Planning Board approval for a site plan for the expansion of the facility that is reasonably consistent with that which was presented conceptually to the Planning Board on December 8, 2010.

Paul DiMarco, Chairman
Londonderry Town Council

A TRUE COPY ATTEST:

Marguerite Seymour - Town Clerk
x/xx/xx

Town Seal



Londonderry
Business is good. Life is better.

TOWN OF LONDONDERRY
Community Development
Planning & Economic Development Division

Timothy J. Thompson, AICP, Town Planner
268B Mammoth Road
Londonderry, New Hampshire 03053
Phone: (603) 432-1100, x103 Fax: (603) 432-1128
e-mail: tthompson@londonderrynh.org

To: Town Council
CC: Building Division

From: Timothy J. Thompson, AICP

Date: January 27, 2011

Subject: Rezoning Recommendation from the Planning Board

On January 26, 2011, the Planning Board held a public hearing relative to the Zoning Ordinance and Map.

The Planning Board, by a unanimous vote, recommends the approval of the rezoning of Tax Map 15, Lots 22 & 124 from split zoned C-II/POD to I-I to the Town Council with the following conditions:

The rezoning of the parcel not become effective until:

- 1. Planning Board approval of a voluntary merger or lot consolidation of the two parcels;***
- 2. Planning Board approval for a site plan for the expansion of the facility that is reasonably consistent with that which was presented conceptually to the Planning Board on December 8, 2010.***

A copy of the staff recommendation for the rezoning is attached.

Please feel free to contact me if you have any questions, and please advise me on when the public hearing will be held by the Council so that I can be present to present the zoning change.

MEMORANDUM

To: Planning Board

Date: January 12, 2011

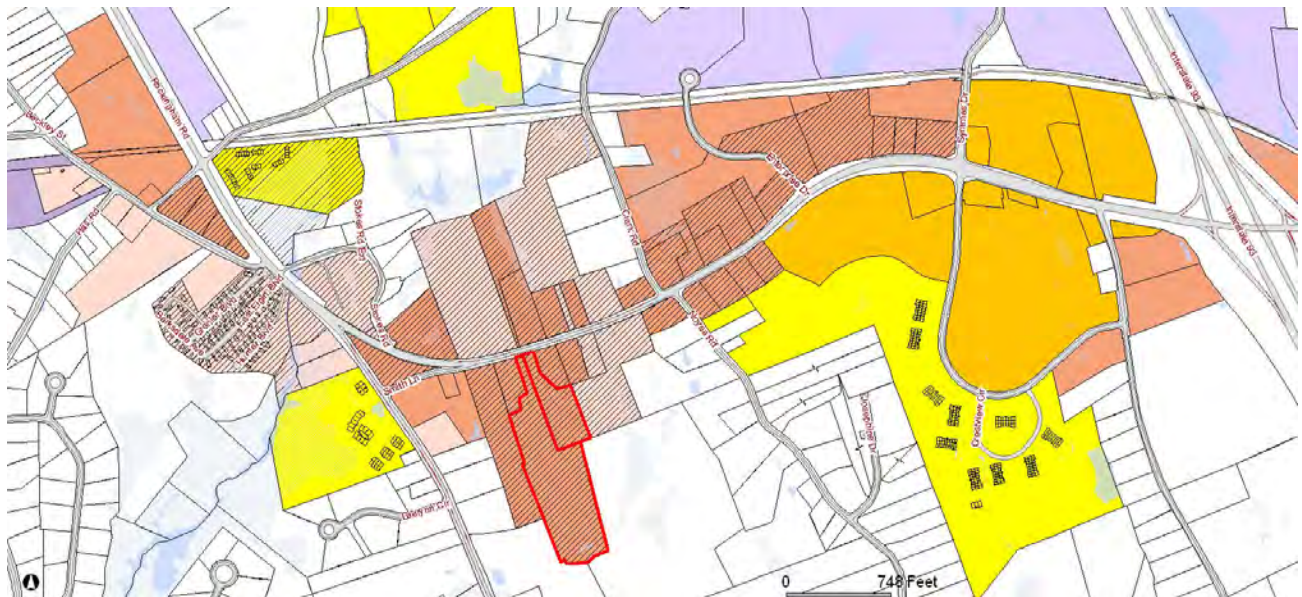
From: Timothy J. Thompson, AICP
Town Planner

Re: Rezoning Request:
Map 15, Lots 124 & 22
From C-II/POD to I-I

The Planning & Economic Development Division has reviewed the above referenced rezoning request and we offer the following comments:

Review Comments:

The applicant requests the rezoning the above referenced lots from split C-II/POD to I-I. The parcels are located at on Rockingham Road. (See below map and picture, next page).



As presented to the Planning Board conceptually December 8, 2010, the applicant seeks to expand the existing freezer warehouse facility by approximately 80,000 square feet on the lots, once combined into a single parcel. The Planning Board was very supportive of the development proposal.

The current parcels are split zoned C-II and POD. While the warehouse use is allowed in the C-II District, the expansion under current zoning is problematic, due to the lot coverage requirement present in the Commercial Districts, but not applicable to Industrial Districts. While possible for the applicant to request a variance to the lot coverage requirement, staff recommended that the applicant pursue administrative remedies prior to resorting to requesting a variance.

The warehouse use is much more compatible with the Industrial District, the use is well established in this location (the current facility was constructed in 1998), there exists other Industrially zoned parcels in this area of Londonderry, and conversion from warehouse to other uses would be difficult for this parcel, given its configuration and specific characteristics of the Londonderry Freezer Warehouse business. For all these reasons, as well as the use not being contrary to the Master Plan, staff is supportive of the rezoning request.



Staff Recommendation:

In summary, the rezoning is consistent with the Master Plan (this parcel or area was not specifically called out in the Master Plan, the existing and proposed use is more in line with the Industrial District than the Commercial District, and there are other Industrially zoned parcels in the vicinity of the proposed rezoning) and was supported conceptually by the Planning Board in December. As such, staff recommends that the Planning Board **RECOMMEND** this rezoning from split zoned C-II/POD to I-I to the Town Council with the following conditions:

The rezoning of the parcels not become effective until:

1. *Planning Board approval of a voluntary merger or lot consolidation of the two parcels;*
2. *Planning Board approval for a site plan for the expansion of the facility that is reasonably consistent with that which was presented conceptually to the Planning Board on December 8, 2010.*

TO: Town Council

FROM: Dave Caron, Town Manager

RE: FY12 Budget

DATE: March 1, 2011

The Governor’s recent release of his proposed state budget has once again caused a significant degree of uncertainty regarding services to local residents which were planned to be delivered as part of the Town’s FY12 Budget. The Council may recall a similar situation in 2009 when the last Biennium State Budget was unveiled; the Town was facing possible reductions from state revenue sources totaling over \$1.3M. Ultimately, the Governor announced prior to Town Meeting that the reduction would be approximately \$300,000.00; in response voters reduced the FY10 Operating Budget by that amount.

In presenting the FY12 Budget, the Governor proposes to eliminate the State’s long-standing statutory obligation to fund 35% of retirement costs for police officers and firefighters; the commitment has been in place for decades and was provided to local governments as an incentive to join the State Retirement System in order to achieve critical mass. Although the State in the most recent years reduced its obligation to 30% then 25% of those costs, the Town is still required by law to enroll its employees in the system and pay whatever rates are established by the NHRS Board of Directors. Further, there is no practical method to withdraw from the State Retirement system.

As we experienced in 2009, the budget review process at the State House customarily results in significant adjustments to the Governor’s initial spending plan. Hence, at this juncture we are unsure of the cost sharing for retirement costs between the State and local governments. We do estimate that a completion abdication of the State’s retirement system funding responsibilities as proposed would require a transfer of \$468,387 from other line items of the Town budget to fund retirement expenses in the Police and Fire Departments.

Listed below is a chart which reveals the current tax rate, the proposed FY12 tax rate after the local budget review process was completed (pending voter approval), and the anticipated tax rate resulting from the Governor’s budget:

	2010 Tax Rate	Proposed 2011		Governor’s 2011	
Town	\$ 4.74	\$ 4.74		\$ 4.74	
Local School	\$ 12.29	\$ 12.54		\$ 12.57	
State School	\$ 2.36	\$ 2.33		\$ 2.33	
County	\$ 0.94	\$ 0.99		\$ 0.99	
TOTAL:	\$ 20.33	\$ 20.60	1.33%	\$ 20.63	1.48%

NOTES TO CHART:

- 1) The Town Tax Rate is not impacted by the Governor's budget, unless voters decide to increase the Town Budget to account for the unanticipated budgetary impact of \$468,387. If the budget is approved as presently recommended, the Town will see a reduction in services to cover that shortfall, as explained later in this memo.
- 2) The School Tax Rate is impacted by a variety of factors, including an increase in Adequacy Aid (revenue), an increase in local retirement costs (the State is obligated to pay 35% of teacher retirement costs as well) and anticipated decreases in other revenue sources. In total, School Business Administrator Peter Curro estimates that the School portion of the tax rate will increase an additional \$0.03 per thousand due to the Governor's proposed budget.
- 3) Rockingham County previously notified the Town that it can expect a 5.0% increase in the county tax rate. At this juncture, we have not received any additional information alerting the Town to a higher tax rate increase resulting from the Governor's proposed budget.

BUDGET ADJUSTMENTS – As the Council is aware, oftentimes circumstances require budget adjustments prior to the beginning of the fiscal year. One such adjustment is the cost of employee health care. The Town's health care provider notifies the Town of a Guaranteed Maximum Rate, which was set at a 13% increase (the budgeted amount). As we move closer to renewal time (July 1), LGC recalculates trend, medical usage and other factors to determine if opportunities exist to lower the rate. Although not official, we expect the rate to be reset at a 7.6% increase, which results in a budgeted cost savings of approximately \$100,000.00. I had originally planned to allocate these savings back to the impacted departments or possibly restore positions, however at this juncture it is prudent to use these dollars to offset increased retirement costs. Therefore, the budget gap now stands at \$368,387.00. There are no other budget adjustments pending at the current time.

There are a several options available to the Town to respond to impacts from the Governor's proposed budget.

RESPONSE STRATEGIES – As stated previously, it is expected that significant alterations to the Governor's budget will occur prior to final adoption. Many state legislators have already expressed concern about the impact upon local property taxpayer resulting from the Governor's budget, however, the Town still needs to plan that the Governor's retirement funding proposal will survive the legislative process. There are a number of options available to the Council.

- 1) Request Additional Funding at the March 12 Budgetary Town Meeting – The Town Council did meet its goal of a level funded tax rate for FY12. During deliberations, Councilors recognized the impact to Town services resulting from this directive, but as elected officials needed to strike a balance between funding town services and recognizing difficulties encountered by citizens meeting their property tax obligations. The Governor's budget has created an additional burden upon the Town budget. By shifting all retirement expenses to the local level, the Town must absorb those costs, as they are mandatory payments, unless the Town wishes to reduce its service levels by

reducing staff. Therefore, the first option is to request that voters amend Article 5 by \$368,387, resulting in a General Fund Operating Budget of \$26,096,238. This option would increase the tax rate by approximately \$0.11, to \$4.85, or an increase of 2.46%. I suspect voters may not be comfortable with amending the operating budget at this time. If the Town budget was amended upward, followed by a reversal or modification of the Governor's position on retirement, it would result in excess funds being raised at Town Meeting.

- 2) Raise the Possibility of a Special Town Meeting –Currently, I know of no legislative permission to call a Special Town Meeting to address this matter without Superior Court approval, however, the Legislature has carved out exceptions to that process in the past. For example, for years towns have been authorized to call a Special Town Meeting to act upon collective bargaining agreements if those agreements were rejected at a Town Meeting. More recently, the Legislature authorized Towns to call a Special Town Meeting to take any action necessary with respect to ARRA funding. It is possible that the Legislature will allow towns to schedule a meeting after the state budget process concludes to address any downshifting of costs. The Council is encouraged to raise this issue on March 12, as citizen input into this matter could be included in any subsequent petition to Superior Court for a Special Meeting, if the Legislature doesn't act and voters express an opportunity to revisit the FY12 Budget.
- 3) Identify Spending Reductions in the FY12 Budget – Although action on any spending transfers is premature, the Council should be aware of the plan to address what would essentially be an almost \$400,000 reduction to the Town spending plan. The FY12 budget process represents the third consecutive budget in which operational resources were reduced to meet budget directives from either Town Meeting or the Town Council. FY10 and FY12 budgets resulted in budget reductions to comply with directives; although spending was up for FY11, significant reductions in overtime appropriations were necessary in the police, fire and public works budgets to meet the 2% limit as established by the Town Council for that year.

The goal of this process is not to eliminate any services, but rather recognize that a reduction in services can be anticipated with this spending reduction. By any benchmarking standard, Londonderry consistently provides municipal services at a cost and manpower level well below comparable communities; with the spending reductions included in the Council's proposed FY12 budget, this trend is intensified.

Avoiding the complete elimination of services necessarily results in budget reductions to the Police and Fire Departments, the two departments of the Town which consume the largest percentage of resources and coincidentally require the transfer of funds to pay for the added retirement costs for their employees. By calculating the amount required to maintain the Council's budget directive (\$368,387) with the percentage allocation of additional retirement expense (Fire – 52.2%; Police – 47.8%), reallocations would result in impacts to those respective departments of \$192,299 (Fire) and \$176,088 (Police).

Chiefs of the respective Departments have submitted budget reduction plans to address the anticipated budget deficit.

Police Department – Chief Hart responded to the directive to make \$176,000 in additional cuts to the FY 2012 Londonderry Police Department (LPD) budget to meet the new conditions that may be created by the Governor’s budget action. The Chief made these choices keeping in mind the Town Council’s stated goal: no increase in the municipal portion of Town taxes. It is not in any way the Chief’s recommendation; rather, it is solely a response made keeping with the stated goal of the recommending body: no increase in taxes. Keeping to that goal and making these decisions regarding the LPD budget will further erode the ability of LPD to render the level of service the citizens of this community have become accustomed to. Indeed in the coming years LPD will be an utterly changed agency from the one that existed just a few years ago. Further, these cuts may, and very likely will reduce the overall safety & security of this community.

Because of the depth of the budget choices made in prior years, and those made in planning for FY12 while adhering to the Council’s FY12 afore-mentioned goal, there are no soft spots in the PD budget. Keep in mind LPD has reduced in size from a high of first responder forty-seven (47) sworn positions in 2007 to forty-four (44) first responder sworn positions currently proposed in FY12. This is a reduction in force of more than six per cent (6%). The current \$176,000 reduction brings the compliment of first responder sworn officers to forty-one (41) officers on July 1, 2011. This is a reduction in force in four years of more than thirteen per cent (13%). As well the PD has eliminated all Community Relations functions and support, greatly reduced training and continuing education opportunities and eliminated all but the barest of necessities in providing police services to this community. All the while population, serious crime & traffic concerns have increased. LPD made these cuts (real & proposed) without lay-offs, through attrition, and we plan to continue with that approach. So it is clear, for a variety of reasons that ability will not be available on July 1, 2012.

We have not reduced to any measurable degree what might be called by those not familiar with police organizations support staff. Given the depth of the cuts to sworn personnel some might ask why cuts in those non-sworn personnel have not been made. The reason is straightforward: first it was the Chief’s co-equal to do everything he could to maintain employee morale by 1.) avoiding lay-offs, while continuing to 2.) provide basic level statutorily required police service to the Town. Secondly, these non-sworn numbers are very low by any national standard used for allocation of non-sworn personnel (there are serious backlogs in some areas of PD responsibility as a consequence), and few are analogous to private sector support personnel. Indeed only two (2) positions (the Administrative Secretary & the Executive Secretary) actually support other personnel; and, of those only one supports a person: the Administrative Secretary who along with the Prosecutor addresses the court interface function of local law enforcement. Neither act as secretaries in the traditional sense; rather those jobs have grown in responsibility over the years and each has what might be termed administrative responsibility. Similarly Telecommunications Officers (TCO) & the TCO Supervisor are not support personnel as defined in the private sector; rather each acts as a first responder to emergency calls and all day to day walk in contacts. Records/Evidence Management personnel perform statutorily mandated functions that would not get done, except by diverting sworn personnel from their primary task of criminal investigation and enforcement of motor vehicle laws.

Therefore any further cuts made to achieve a reduction in the PD FY 12 budget are in sworn personnel. Because the cuts are in the area of sworn personnel, in order to provide a significantly reduced but prioritized, reactionary uniformed police response to crime interdiction & investigation, motor vehicles offenses and traffic management & investigation, the overtime line must be increased by at least one hundred twenty thousand dollars (\$120,000.00). This is because the use of overtime provides some flexibility and savings (O/T expense being cheaper on the initial margin of expenditure than the cost plus benefits of personnel) to the Town. Further, failure to address this under budgeting of the Overtime line now will simply put off the difficult decision about further position cuts, likely turning it into lay-offs later in the fiscal year in order to remain within the targeted budget amounts. The recommended cuts are as follows:

Do not fund Services Sergeant Position for FY12.

Estimated Savings \$109,900.00

Do not fund two (2) Police Officer positions for FY12 (Very likely the SRO & a Detective position. So it is clear these positions will be rotated back into patrol, in order to meet our primary obligations.)

Estimated Savings \$193,490.00

TOTAL ESTIMATED SAVINGS:	\$303,390.00
ADD BACK TO OVERTIME ACCOUNT:	\$127,302.00
NET REDUCTION:	\$176,088.00

Fire Department: Chief MacCaffrie responded to the directive to make an additional \$192,298 in cuts to the FY2012 Fire Department budget to meet the new conditions that may be implemented by the Governor’s budget action. The following is not in any way the Chief’s recommendation but an exercise to accomplish the Town Council’s goal of no increase in the municipal tax rate. The following cuts will severely reduce the ability of the Londonderry Fire Department (LFD) to maintain a safe level of service to the community and the members of the department. In the coming years this attrition will significantly change the way the fire department operates. Services will be reduced and the safety of the citizens may be compromised.

Taking into consideration the depth of the cuts from previous budget years and those made in the planning for the FY12 budget, the only areas left to reduce are the essential delivery of services to the citizens. As the budget is primarily made up of personnel costs, this is the only area left to review. There are no areas of this part of the budget the Chief considers non essential.

The funding for Fire Marshal’s position has already been eliminated and we have drastically reduced the over time line item in the current FY12 budget. Combining that with the reductions over the previous two years, we have already been forced to decrease the daily staffing at least four (4) months out of the year, all the while trying to keep up with an increase in calls for service each year. Considering the plans for the future of the community on the horizon I see no end in sight for increased calls for service.

The delivery of service is directly related to the staffing. Without sufficient staffing there will be a diminish ability to provide the essential safety services to accomplish our mission. During our budget evaluations for FY12 we looked at all areas of the budget and reduced most every area to achieve the required 5% budget reduction. Even with that, further budget cuts were done. Any further budget cuts must be done by reducing

staffing in some manner. We considered reducing staffing by four (4) personnel, one from each shift. The second consideration was to reduce staffing by reducing overtime. Both are drastic measures that would decrease service capability for the Fire Department's mission critical areas.

In order to meet the Council's directive, it is planned to reduce the overtime account by the \$192,298.00. This cut would have a direct impact on our ability to provide the necessary services to our community by forcing a reduction in our current staffing level from ten (10) most of the time to nine (9) all of the time, with the possibility of eight (8) some of the time.

Based on the FY 12 Budget and the last five (5) years of usage of contractual leave time by personnel we need \$620,000.00 to maintain ten (10) personnel every day. The budgeted amount for FY 12 is \$492,993.00 allowing us to maintain a staffing level ten (10) most of the time and nine (9) all of the time. If we reduce this line item by \$192,298.00, we will be challenged to maintain a staffing level of nine (9) personnel per day. Many times there will be only eight (8) personnel per day. At a level of eight (8), the closure of a station will be implemented to keep basic services operational and to insure the safety of our firefighters and the community they serve. Based on last year's stats and the overtime money provided, I would estimate that 84 days would be at full staff of 10 personnel, 237 days at 9 personnel and 28 days at 8 personnel. Closing a station will increase response times to certain areas of town and decrease the number of units available to respond. Since we have simultaneous calls for service 43% of the time, the requirement of mutual aid will be increased. Cross manning the second ambulance will be a challenge as well. This will decrease revenue to the town and delay response to the citizens in need as we will have no personnel available due to our decreased staffing. We have already invested over \$75,000 in time, training and equipment for each employee. By reducing the overtime line item and not eliminating personnel, we keep our investment of personnel intact until better economic times.

In all reducing staffing reduces the ability of the fire department to provide basic services in an effective and efficient manner. As the last hired personnel are paramedics, their layoff would decrease our advanced life support capability and reduce our revenue stream. We also will not be eligible for grant funds (SAFER) should they become available.

The budget cuts, if implemented, will reduce service to the community and increase the risk to public safety. The Chief understands that there are no easy decisions in considering these reductions but believes that the Fire Department has already gone above and beyond to balance the budget considering we are a large revenue contributor to the general fund.

SUMMARY – If adopted, the Governor's budget results in painful consequences meeting the Town Council's goal of a level tax rate for FY12. What makes goal attainment more challenging is, unlike frequent occurrences in the private sector, budget reductions are not corresponding with a decrease in service demands, and therefore there is little correlation between demands and resources. With that said, it is totally within the purview of the Town Council to recommended spending levels to voters at the Budgetary Town Meeting.

As the state budget continues to be reviewed, it is premature to consider most options, although the Council is encouraged to open a dialogue with voters at Town Meeting to review potential options and ramifications. I would therefore recommend that the

Council consider items 2 & 3, which is to broach the issue of calling a Special Town Meeting with the voters attending the March 12 Town Meeting, and to present anticipated consequences resulting from the Governor's proposed budget. This position will keep all options open to the Council and allow the Town to respond responsibly to whatever impacts are thrust upon local governments with the adoption of the FY12 State Budget.

One of the questions often asked about municipal spending is a review of the Town's allocation of tax resources versus other comparable communities. Listed below for the Council's information is a summary completed and distributed during the FY 12 budget process:

Comparison of Londonderry's total and municipal tax rates with other similar NH communities

<i>Municipality</i>	<i>Total Tax Rate</i>	<i>Municipal</i>	<i>Equalization Ratio (2009)</i>	<i>Equalized Tax Rate</i>	<i>Equalized Municipal</i>
Bedford	\$ 19.62	\$ 4.13	100.0%	\$ 19.62	\$ 4.13
Concord	\$ 23.16	\$ 8.19	101.4%	\$ 23.48	\$ 8.30
Derry	\$ 28.48	\$ 9.41	94.8%	\$ 27.00	\$ 8.92
Dover	\$ 23.75	\$ 8.93	94.7%	\$ 22.49	\$ 8.46
Goffstown	\$ 22.91	\$ 8.95	100.0%	\$ 22.91	\$ 8.95
Hudson	\$ 16.11	\$ 5.19	111.3%	\$ 17.93	\$ 5.78
Merrimack	\$ 19.53	\$ 4.34	109.1%	\$ 21.31	\$ 4.73
Portsmouth	\$ 17.41	\$ 8.50	92.9%	\$ 16.17	\$ 7.90
Rochester	\$ 23.89	\$ 7.74	94.3%	\$ 22.53	\$ 7.30
Salem	\$ 14.84	\$ 5.15	120.3%	\$ 17.85	\$ 6.20
Londonderry	\$ 20.33	\$ 4.74	106.4%	\$ 21.63	\$ 5.04
Average	\$ 20.91	\$ 6.84	102.3%	\$ 21.18	\$ 6.88
Median	\$ 20.33	\$ 7.74	100.0%	\$ 21.63	\$ 7.30
Londonderry v. Avg.	-2.86%	-44.36%		2.11%	-36.47%
Londonderry v. Median	0.0%	-63.3%		0.0%	-44.7%

RESOLUTION #2011-01

Relative to
***An Agreement to Provide Law Enforcement Services
at Manchester-Boston Regional Airport***

First Reading: 03/07/11

Adopted: 03/07/11

WHEREAS the Town of Londonderry Police Department has been providing law enforcement services at Manchester-Boston Regional Airport since July 1, 2006; and

WHEREAS the Town and Manchester-Boston Regional Airport have reached an agreement for the Londonderry Police Department to continue to provide law enforcement services at the Airport until June 30, 2016, with optional extension terms available to the parties; and

WHEREAS the existing Agreement has resulted in enhanced coordination of law enforcement services between the Town and the Airport, and further resulted in the Town receiving significant revenues to cover administrative expenses, which is transferred to the General Fund to further reduce the Town's reliance on its property tax base;

NOW THEREFORE BE IT RESOLVED by the Londonderry Town Council that the Town Manager is authorized to execute the Airport Law Enforcement Agreement with Manchester-Boston Regional Airport.

Paul DiMarco - Chairman
Town Council

(TOWN SEAL)

Marguerite Seymour - Town Clerk/Tax Collector

A TRUE COPY ATTEST:
03/07/11

AIRPORT LAW ENFORCEMENT AGREEMENT

THIS AGREEMENT IS BY AND BETWEEN the City of Manchester, County of Hillsborough, State of New Hampshire, acting through its Department of Aviation through its duly authorized Airport Director (hereinafter referred to as the Director) and Town of Londonderry, County of Rockingham, State of New Hampshire, acting through the Londonderry Police Department and its duly authorized Town Manager.

WHEREAS the Department of Aviation is the Airport Operator, as defined in the United States Transportation Security Administration Regulations (hereinafter referred to as the Regulations) of the Manchester • Boston Regional Airport (hereinafter referred to as the Airport); and

WHEREAS the Airport is situated partly in the City of Manchester, County of Hillsborough, New Hampshire, and partly in the Town of Londonderry, County of Rockingham, New Hampshire; and

WHEREAS the Regulations require that the Airport provide law enforcement personnel at the Airport in a number and manner adequate to support: (1) the Airport's security program and (2) a system or systems for screening persons and accessible personal property at or in connection with the operations at the Airport; and

WHEREAS the Director is duly appointed and authorized to oversee and direct the day to day operation of the Airport, and that authorization and those duties include, but are not limited to, the negotiation and execution of this Agreement (hereinafter referred to as the Agreement) and the performance of all obligations of the Department of Aviation as set forth herein; and

WHEREAS the Town of Londonderry, through its Town Manager and Police Department, has the experience, staff and resources to perform these law enforcement services and the Director has selected the Londonderry Police Department (hereinafter referred to as the Police Department) to perform the services required under this Agreement, in accordance with the terms and conditions set forth herein; and

WHEREAS the Department of Aviation and the Town of Londonderry (hereinafter referred to as the Parties) understand and acknowledge that both Parties must work in harmony with each other, acting professionally at all times to resolve disagreements and disputes as they may arise in the usual course of business.

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

I. GENERAL REQUIREMENTS AND COMPENSATION

A. TERM

1. This Agreement shall commence on July 1, 2011, and terminate at 12:00 midnight on June 30, 2016 unless terminated sooner as provided for herein. The term of this Agreement may, at the Director's election, be extended beyond June 30, 2016 for five (5) two-year option periods as provided for herein. In the event that the Director elects and upon agreement by the Town to exercise this option extension as provided for herein, the Police Department must have attained specified performance measures set forth in Attachment B by the Airport during the period immediately preceding the option period extension under consideration. All terms and conditions of the Agreement shall apply during the extension period, unless amended in writing by the Parties. In the event the Director declines to exercise the option, he shall notify the Town in writing at his earliest convenience, but in no event, less than one hundred and eighty (180) days prior to the expiration of the agreement.

B. SERVICES REQUIRED TO BE PROVIDED

1. The Police Department shall provide the following services:
 - a. During the term of this Agreement, and any extension thereto, the Police Department shall, through the Airport Division, assign police officers and supervisors to perform the services required and anticipated under this Agreement at the Airport.

Members of the Police Department who are assigned to the Airport Division shall be assigned solely to work at the Airport during their shift. The Police Department may make available to the Airport Division additional personnel from the Londonderry Police Department when staffing needs at the Airport dictate their use. The Police Department's town staffing and the Airport Division may share staff resources as outlined in Attachment A.

- b. The Police Department shall maintain staffing levels and coverage requirements as outlined in Attachment A hereto or as otherwise established by agreement between the Parties. The Director upon reasonable advanced written notice to the Chief may modify these staffing levels and coverage requirements. The Director may request that the Police Department increase or decrease the number of personnel of the Airport Division. The Police Department, Airport Division's Commanding Officer is subject to the continuing approval of the Airport Director and Police Chief.

- c. The Police Department shall assign to the Airport three (3) shifts per day, seven (7) days per week, during the term of this Agreement and any extension thereto. Shift composition shall be at levels as provided in the specifications outlined in Attachment A hereto and as may be further amended, as set forth herein, by written agreement between the Chief and the Director.
- d. Upon reasonable advanced written notice, the Director may request that the Police Department's staffing requirements and/or composition of these duty shifts be changed.
- e. In the event that the Police Department does not make a change requested by the Director pursuant to Paragraphs I (B) (1) (b), (c), or (d) of this Agreement, the Director may in his discretion, utilize other security or statutorily authorized law enforcement services at the Airport or terminate the Agreement pursuant to paragraph IV (A) (1) (a) of the Agreement.
- f. The Chief may terminate the Agreement pursuant to Paragraph IV (A) (1) (e) of the Agreement in the event that the Director requests a change under paragraphs I (B) (1) (b), (c), or (d) of the Agreement which he deems to compromise the safety or proper functioning of the Police Department, Airport Division.
- g. The Police Department shall exercise their authority and discretion as law enforcement personnel and provide routine law enforcement services as required by the Airport.
- h. Personnel under this Agreement must operate as an Airport Division of the main law enforcement body of the Police Department. The Police Department shall at all times maintain minimum staffing at the Airport as outlined herein. These requirements can only be changed with the explicit written permission of the Director.
- i. In addition to the general scope of services provided by Police Department under this Agreement, some of the specific *Services to be Provided* by Police Department, Airport Division personnel under this Agreement may include, but are not limited to, the following:
 - 1) Provide Law Enforcement Services as required by the Airport under its Federal Operating Certificate and Airport Security Program;
 - 2) Provide general policing and investigative functions;
 - 3) Patrol terminal buildings and other Airport buildings;

- 4) Respond to and investigate security access point or duress alarms;
- 5) Patrolling the fence line, terminal curbs, parking lots and roadways on Airport;
- 6) Provide aeronautical ramp patrol as required;
- 7) Enforce Parking Laws, Ordinances and Regulations;
- 8) Provide law enforcement support to Airport Operations and K9 Unit;
- 9) Provide law enforcement support to the Transportation Security Administration (TSA) as directed by the Airport;
- 10) Provide law enforcement support to security enhancements as identified by the Airport;
- 11) Enforce all Local, State and Federal laws as well as Airport rules and regulations through the issuance of warnings, citations, complaints, or physical arrests;
- 12) Prepare reports concerning response to incidents, accident or other events which may affect the liability of the airport and make reports available to the airport as required;
- 13) Plan, allocate and monitor time, people, equipment, and other resources to ensure efficient organization and completion of work;
- 14) Prepare and manage operational budgets; monitor and control budget expenditures;
- 15) Ensure qualified individuals are recruited, carefully screened, and selected to fill all contract law enforcement positions; ensure that police candidates are properly and rigorously screened to properly serve the Airport as well as to avoid legal and civil liability;

Nothing in this Agreement shall be construed as a guarantee by the Department of Aviation that the services set forth herein shall be performed exclusively by the Airport Division. The Department of Aviation reserves the right to utilize other security and law enforcement services at the Airport.

- j. The Police Department will supply reports periodically to the Director and/or designee, as requested, in connection with the services provided by the Police Department, Airport Division.
 - k. It is expressly understood that the Chief, and/or his designees, have the exclusive right to direct and control the Police Department, Airport Division; however, the Director, and/or his designee, retains the right to determine the allocation of Airport based Law Enforcement Officer resources to various duties at the Airport as required by the Agreement. The Chief and the Director and/or their designees, shall, after consultation, attempt in good faith to resolve all matters pertaining to the interpretation of this section.
2. Qualifications and Requirements of Police Department, Airport Division.
- a. The Director requires that all Police Department, Airport Division personnel must be qualified as law enforcement personnel as defined and required in the Regulations. Police Department, Airport Division personnel, and any other personnel provided by the Police Department to provide services hereunder shall be fully certified as law enforcement personnel under the Laws of the State of New Hampshire, either currently or at the earliest opportunity. All training costs incurred by the Police Department in connection with such training, and any other training as deemed necessary by the Parties under this Agreement, shall be paid by the Airport in accordance with the provisions set forth hereunder. (See Paragraph I (C) (2) herein)
 - b. The Police Department, Airport Division shall meet the performance standards stipulated in Attachment B.
 - c. The Police Department will provide sufficient resources to the Airport for the law enforcement services required under this Agreement as specifically outlined in Attachment A.
 - d. The Police Department shall ensure that all Federal and State laws and regulations and local ordinances as well as the rules and regulations of the Airport are enforced.
 - e. Members of the Police Department, Airport Division and all other personnel supplied by the Police Department under this Agreement will be required to act in a professional and courteous manner while performing the services required and anticipated under this Agreement.
 - f. The members of the Police Department, Airport Division shall be employees of the Town of Londonderry, and not be deemed to be employees, agents or representatives of the City of Manchester, the Department of Aviation, the Airport or the Director.

C. COMPENSATION

1. Upon invoice from the Town of Londonderry the Director shall reimburse the Town of Londonderry for the costs associated with services being provided pursuant to this Agreement. Those invoices shall be submitted to the Director each month, as provided for herein, for the previous month's services by members of the Police Department, Airport Division, and shall be prepared and submitted in a manner acceptable to all parties to this Agreement. The invoices shall include details as required by the Director (e.g. the hourly rates and hours worked during the period of time covered in the invoice for the personnel who perform the services under this Agreement). The hourly rate(s) for Police Department, Airport Division personnel shall also include the apportioned costs for hiring and testing of applicants for positions with the Police Department, Airport Division and for employee benefits provided by the Town of Londonderry, New Hampshire to Airport Division personnel, including but not limited to, health insurance, dental insurance, unemployment insurance, workers' compensation and general liability insurance (premiums and deductibles) and pension benefits.
2. The pay rates and benefits paid to the employees assigned to the Police Department, Airport Division shall be the same as that which is paid to the employees of the same classification employed by the Town. As the Town's pay rates and benefits are adjusted during the term of the Agreement and any extension thereto, so too will the pay rates and benefits for employees assigned to the Airport Division be adjusted so that the Town is reimbursed for all such costs.
3. Upon invoice from the Town of Londonderry, the Director shall reimburse the Town of Londonderry for actual training and travel costs for Police Department, Airport Division personnel incurred pursuant to this Agreement. The Director or his designee must have approved in advance course-related fees and costs related to aviation specific training.
4. Upon invoice from the Town of Londonderry, the Director shall reimburse the Town of Londonderry for administrative overhead costs in the amount of \$2.50 per billable hour, for 14 police officers, 5 supervisors and the division's captain.

Exception: On July 1, 2011, if the airport police division levels are above the Agreement's Personnel Allocation of 14 police officers, the Director shall reimburse the Town of Londonderry for administrative overhead costs \$1.50 per billable hour until such time as the personnel allocation is reduced to 14 police officers.

Upon request of the Director to increase the Agreement's Personnel Allocation above 14 police officers, the Director shall reimburse the Town of Londonderry for administrative overhead costs in the amount of \$2.00 per billable hour for additional police officers above 14.

5. Invoices for payment shall be submitted to the Director or his designee on or by the 21st day of each month for the prior month's services under this Agreement and any extension thereto. Payment shall be issued by the Director or his designee within thirty (30) days of receipt thereof. If the Airport receives the invoice after the invoice date fixed above, the Airport shall make payment no later than 55 days after the Airport received the invoice for payment.
6. All invoices shall include the necessary supporting documentation to support hours worked by Police Department, Airport Division personnel and any other services rendered or expenses incurred in connection with the services provided under this Agreement. If requested, further clarification and additional supporting information on invoices will be provided by the Town of Londonderry within five (5) business days or as otherwise agreed by the parties.

D. ADMINISTRATION OF AGREEMENT

1. The Town of Londonderry acknowledges that the Director is responsible for administration and operation of the Airport and that includes, but is not limited to providing for and overseeing Airport security.
2. The Town of Londonderry acknowledges that the Director or his designee shall oversee the Police Department, Airport Division in the performance of its obligations hereunder and that the Director or his designee shall be responsible for the administration of this Agreement on behalf of the Department of Aviation and the City of Manchester.
3. The Town of Londonderry acknowledges the necessity of coordinating all Airport-related law enforcement activities and operations with the Director, so far as is permitted by applicable state and federal laws. The Town of Londonderry further acknowledges that the coordination of all planning and development of policies and procedures regarding security and/or incident management response, and the organization and execution of such airport activities and operations is the responsibility of the Director, as outlined in the Federal Operating Certificate and the Airport Security Program. The involvement of Police Department, Airport Division in these activities are at the discretion of the Director. The Director will not commit any law enforcement personnel to such airport activities without coordination with Chief of the Police Department, Airport Division or designee.
4. The Director acknowledges the Police Department, Airport Division's right to provide statements or press releases specifically relating to the management of the Police Department, Airport Division and the obligation to provide unrestricted information to the New Hampshire Attorney General, United States Attorney, New Hampshire State Police, New Hampshire Police Standards and Training Council, or

other federal, state, or local law enforcement agencies who have a *bona fide* need for such information. Further the Director recognizes that the Police Department, Airport Division may have public information obligations under RSA 91-A and practice that must be upheld. The Chief acknowledges the Airport's need to withhold Security Sensitive Information as required by the Federal Transportation Security Regulations. However the Parties recognize that discretion and cooperation with each other are critical to the success of this Agreement. The Chief and Director or their designees, shall after consultation, attempt in good faith to resolve all matters pertaining to the interpretation of this section.

5. The Town of Londonderry acknowledges that, as stated, under the Airport's federally approved Airport Security Plan, Tab 1, Section 3. Administration, Paragraph C, the Director is responsible for total airport security. Further, the Town of Londonderry acknowledges that under the Airport's Operating Certificate and federally approved Airport Certification Manual delineating administrative and operating responsibilities related to the Airport and Emergency Incident Plans, the Director is responsible for the administration and operation of the airport.
6. No statement, press release, plans or other information regarding Manchester • Boston Regional Airport or its operation, excluding operations specific to the administrative management of the Police Department, Airport Division, shall be released to the public without the express written consent in advance by the Director. However, the Director recognizes the Police Department, Airport Division may have public information obligations arising by statute and practice that must be upheld. The Chief acknowledges the Airport's need to withhold Security Sensitive Information as required by the Federal Transportation Security Regulations. The Parties recognize that discretion and cooperation with each other are critical to the success of this Agreement. The Chief and Director or their designees, shall after consultation, attempt in good faith to resolve all matters pertaining to the interpretation of this section.
7. In order to facilitate the administration of the Agreement, the Airport Security Manager and the Division Commander, Police Department, Airport Division shall at minimum schedule quarterly meetings to address any issues arising under this Agreement.
8. To assist in the administration of this Agreement, the Airport Director and/or designees and the Police Department's Senior Staff shall meet annually to discuss a variety of subject matters related to, but not limited to, fiscal, administrative, and operational topics. The meeting will be arranged by the Airport after receipt of the Police Department, Airport Division's Annual Report.

E. VEHICLES AND EQUIPMENT

1. The Director, after discussions and mutual agreement with the Chief or his/her designee as to the motor vehicles, communications equipment and other equipment necessary for the Police Department, Airport Division to perform its duties under this Agreement, shall be the authorizing authority for the purchase of such equipment. Further the Airport shall maintain, repair, and insure all such vehicles and equipment at the Department of Aviation's expense. All such vehicles and equipment shall remain the property of the Department of Aviation.
2. The Director shall provide such other equipment and resources as required by the Police Department, Airport Division to perform the services under this Agreement. This is subject to agreement between the parties. This equipment or these resources may include but is not limited to: firearms; ammunition; uniforms; and training equipment. Any such equipment or resources shall be considered the property of the Department of Aviation. All equipment purchased by the Town of Londonderry for use by the Police Department, Airport Division, and for which the Town of Londonderry will seek reimbursement from the Director must be pre- approved by the Director or his designee.

II. INSURANCE REQUIREMENTS

The Parties hereto shall each maintain adequate insurance or other risk management reserves to adequately cover matters within their control under this Agreement, as otherwise required by law and their respective organizations (e.g. the City of Manchester or Town of Londonderry). Each Party shall supply, upon request from the other Party, certificates of insurance or other documents to confirm the existence, scope and restrictions or limits on any such insurance policies or risk management reserves. Unless otherwise provided for herein (e.g. Airport to reimburse Town of Londonderry for certain benefit costs including apportioned insurance premiums (See Paragraph I (C) (1)), or agreed to by the Parties, the Parties shall bear their respective costs for all premiums, deductibles, and any excess coverage for insurance policies or other risk management reserves that apply to all persons, property or matters under their control.

III. ADDITIONAL TERMS AND CONDITIONS

A. AUDITING AND FINANCE

1. The Town of Londonderry shall maintain an acceptable cost accounting and financial reporting system that will make it possible to fairly represent and fully disclose the financial operations of the Town of Londonderry relating solely to this Agreement. The Town of Londonderry will keep, in accordance with generally

accepted accounting principles, such books of account and records as will properly reflect all income received and disbursements made solely in connection with this Agreement.

2. The Town of Londonderry and the Police Department agree to maintain all required records related to the Police Department, Airport Division and matters covered under this Agreement for three (3) years after Director makes final payment under this Agreement, or any extension thereto and all other matters are closed.
3. The Director, or his designee, shall upon reasonable notice in advance, have complete access, except as protected by law, to all personnel, books, documents, papers, data, records, and information of the Town of Londonderry that are directly pertinent to the Agreement for the purposes of conducting an audit. Any such record inspection shall take place during normal business hours where the records are maintained.
 - a.) The Chief shall, if requested by the Director or his designee, provide assistance and help facilitate any such inspection. If such requested records are maintained in electronic or other machine-readable format, the Town of Londonderry shall provide the Director or his designee such assistance as may be required to allow complete access, except as protected by law, to such records including providing such records in electronic read-only format compatible with computers utilized by the Director.

IV. A. TERMINATION

1. Upon 60 days notice in advance

Either Party may, as outlined below upon written notice at least sixty (60) calendar days in advance, to the other Party, as provided for herein, terminate this Agreement.

- a. The Director may terminate this Agreement at any time during the term of this Agreement, or any extension thereto, as provided for herein:
 - i. If the composition of the Police Department, Airport Division or the performance of the law enforcement personnel supplied to the Airport pursuant to this Agreement is unsatisfactory to the Director; or
 - ii. Upon material breach of this Agreement by the Town of Londonderry.
- b. For this termination to be effective the Director must notify the Chief in writing in advance providing specific examples of unsatisfactory matters or conditions or

alleged material breach of this Agreement and provide the Town of Londonderry with at least sixty (60) calendar days to correct or cure any such problems or cure any such alleged material breach.

- c. If the Town of Londonderry fails to correct the problems or cure the breach the termination will be effective on the first day after the expiration of the sixty (60) day notice period.
- d. In event of the termination of the Agreement by the Director, the Town of Londonderry will be due payment for services and related costs, as provided for herein, performed by the Police Department, Airport Division at the Airport up to the effective date of termination plus all actual mutually agreed upon "Demobilization Costs" incurred by the Town of Londonderry or the Police Department, Airport Division as defined and outlined herein.
- e. Town of Londonderry may terminate this Agreement at any time during the term of this Agreement, or any extension thereto, as provided for herein:
 - i. Upon material breach of this Agreement by the Director or the Department of Aviation; or
 - ii. In the event the Town of Londonderry objects to the Director's requests to increase or decrease the number of personnel or change the composition of the Police Department, Airport Division as outlined in Paragraphs I (B) (1) (b), (c), (d) and (e) herein.
- f. For this termination to be effective the Town of Londonderry must notify the Director in writing in advance providing specific examples of the alleged material breach of this Agreement and provide the Director with at least sixty (60) calendar days to correct or cure any such problems or cure any such alleged material breach.
- g. If the Director fails to correct the problems or cure the breach the termination will be effective on the first day after the expiration of the sixty (60) day notice period.
- h. In event of the termination of the Agreement by the Town of Londonderry, the Town of Londonderry will be due payment for services and related costs, as provided for herein, performed by the Police Department, Airport Division at the Airport up to the effective date of termination plus all actual mutually agreed upon "Demobilization Costs" incurred by the Town of Londonderry or the Police Department, Airport Division as defined and outlined herein.

2. **Upon 182 days notice in advance**

Either Party, as outlined below, may upon written notice at least One Hundred and Eight-Two (182) days in advance to the other Party, as provided for herein, terminate this Agreement.

- a. The Director may terminate this Agreement at any time during the term of this Agreement or any extension thereto, as provided for herein:
 - i. In the event that the Director elects, and Federal or State legislation authorizes a different statutorily authorized method of providing law enforcement or security services at the Airport; or
 - ii. In the event the City of Manchester terminates funding for this Agreement.
- b. The Town of Londonderry may terminate this Agreement at any time during the term of this Agreement or any extension thereto, as provided for herein:
 - i. In the event that Town of Londonderry terminates funding for the Police Department, Airport Division.
- c. The 182-day notice period may be shortened, upon agreement of the Parties, if the applicable appropriation ends before the 182-day period.
- d. In the event of termination, by either Party, under this section of the Agreement, the Town of Londonderry will be due payment for the services rendered by the Police Department, Airport Division or costs incurred by the Town of Londonderry or the Police Department, Airport Division in connection with this Agreement through the effective date of termination plus all actual mutually agreed upon "Demobilization Costs" incurred by the Town of Londonderry or the Police Department, Airport Division.
- e. For the purposes of this Agreement demobilization costs (herein referred to as "Demobilization Costs") shall include all costs and expenses incurred by the Town of Londonderry or the Police Department, Airport Division which are mutually agreed upon and directly related to the termination of Airport Division law enforcement services at the Airport. Those costs or expenses may include, but are not limited to:
 - i. Inventory: Conducting an inventory and inspection of all uniforms, supplies, equipment and vehicles owned by the Town of Londonderry.
 - ii. Personnel Management: Planning shifts; preparing notices; preparing payrolls; meetings with supervisors and police officers;

- iii. Transition Planning: Meetings with Director, and/or designee and, upon advanced written approval of the Director, law enforcement or security force successors regarding all transition issues.
- iv. Moving: Equipment and files from Airport to Town of Londonderry.
- v. Covering: All pending court cases and investigations until transition completed.
- vi. Responding to questions from Director, and/or designee or, if approved of in advance by the Director, from security force successors.
- vii. Completing reports, as requested by the Director, on any such activities.
- viii. Other mutually agreed upon costs incurred by the Police Department, Airport Division, including cost of separation paid by the Town of Londonderry to its employees as it demobilizes from its Airport responsibilities.

V. MISCELLANEOUS

A. SUCCESSORS AND ASSIGNS

Each Party binds itself, its governing bodies, agents and assigns to the other Party to this Agreement with respect to all covenants of this Agreement.

This Agreement may not be assigned without express written agreement with and approval by the other Parties hereto.

B. ENTIRE AGREEMENT

This Agreement consists of the Legal Notice – Invitation to Submit Expressions of Interest and Qualifications, the Request for Proposals, with included Attachments, and the Proposal Form which are incorporated herein by reference and made a part hereof, and with any other addenda attached hereto, issued before execution of this Agreement, and any amendments duly executed by both Parties; and represents the entire and integrated Agreement between the Department of Aviation by and through the Director and the Town of Londonderry, through the Town Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by all Parties hereto and their duly authorized representatives.

C. GOVERNING LAW

This Agreement shall be governed by the laws of the State of New Hampshire.

D. CAPTIONS

All captions used herein are for purposes of convenience only and shall not be referred to in construing this Agreement.

E. SEVERABILITY

In the event any provision of this Agreement shall be held invalid or unenforceable according to law, such invalidity or unenforceability shall not invalidate, or render unenforceable, any other provision hereof.

F. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the services provided under this Agreement, the Town of Londonderry represents that it is an equal opportunity employer and the Chief agrees that he/she shall not discriminate against any applicant for employment or employee on the basis of race, religion, color, sex, disability or national origin, marital status, sexual orientation or any other protected class under applicable state or federal law in connection with providing services under this Agreement.

G. NOTICES

Whenever, under this Agreement, notice is required to be given, it shall be in writing, sent by certified mail, return receipt requested, and shall be deemed to have been given on the date when such notice is posted:

If to Airport Director:

Airport Director
Manchester • Boston Regional Airport
One Airport Road, Suite 300
Manchester, New Hampshire 03103-3395

If to Chief of Police:

Chief of Police
Londonderry Police Department
268A Mammoth Road
Londonderry, New Hampshire 03053

If to Town of Londonderry:

Town Manager
268B Mammoth Road
Londonderry, New Hampshire 03053

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Agreement in three (3) counterparts each of which shall be deemed an original, as of this _____ day of January, 2011.

CITY OF MANCHESTER

By: _____
Mark P. Brewer, Airport Director

TOWN OF LONDONDERRY

By: _____
David R. Caron, Town Manager

ATTACHMENT A

POLICE DEPARTMENT, AIRPORT DIVISION STAFFING LEVELS AND COVERAGE REQUIREMENTS

A. PERSONNEL ALLOCATION

- 1 Captain - Airport Commanding Officer
- 5 Sergeants – Airport Shift Supervisors
- 14 Police Officers

Upon the signing of this Agreement, Londonderry Police Department will endeavor to reduce staffing until the Airport Personnel Allocation can be attained.

If vacancies exist within the Town roster, which allow for the lateral officer movement from the Airport to the Town – such shall occur on July 1, 2011 to attain the reduction to 14 airport police officers.

If a Town roster vacancy does not exist-the reduction from 15 to 14 police officers may be delayed to await a vacancy through staffing attrition.

It is understood by the Parties that such a delay shall be for a reasonable period and may be pre-empted by the Airport's need to further reduce expenditures.

B. SHIFT COVERAGE

As police staffing permits, the Police Department, Airport Division will endeavor to staff as noted below without the utilization of overtime.

- 2400-0400: 1 Supervisor / 1 Police Officer
- 0400-0800: 1 Supervisor / 3 Police Officers
- 0800-2400: 1 Supervisor / 2 Police Officers

C. MINIMUM SHIFT COVERAGE SHALL BE AS FOLLOWS:

- 2400-0400: 1 Supervisor / 1 Police Officer
- 0400-2400: 1 Supervisor / 2 Police Officers

D. PERSONNEL FLEXIBILITY

1. The Airport may exercise flexibility during high peak travel periods, identified threat level periods or special events which may dictate the need for additional staffing.
2. In a collaborative initiative by the Police Department and the Airport to reduce overtime costs incurred by the Town and the Airport in filling unforeseen vacancies, it is agreed by the Parties that when an unforeseen vacancy occurs in the Town's force or the Airport Division, that if personnel are available beyond the minimum allocation in the other work group, personnel may be re-assigned to the work group in need.

The Airport Commanding Officer will track such personnel usage and report to the Director and Chief and/or their designees on a semi-annual basis to identify the benefits derived by both the Town and the Airport. This initiative may be retracted by either of the Parties at any time.

ATTACHMENT B

POLICE DEPARTMENT, AIRPORT DIVISION PERFORMANCE STANDARDS

1. The Police Department, Airport Division will provide an Annual Report to the Director which shall consist of the following: (Due annually by April 30th)
 - a) A statistical analysis to assist in measuring the success in fulfilling the key components of this Law Enforcement Agreement identified in this document's *Services to be Provided*, in Section I (B) (1) (i) of this Agreement.
 - b) A brief statistical report without identifying staff, of the result of all personnel complaints for actions occurring at the Airport. The parties recognize that there is an inherent confidentiality in personnel matters, and agree that any report will be consistent with those guidelines.
 - c. A brief synopsis of recognitions received by Personnel or Division for actions or activities occurring at the Airport.
 - d. An executive summary of significant incidents or events where police services were rendered, collaborative security efforts, VIP details, supplemental training received, planning initiatives, and any other noteworthy undertakings during the preceding year.
2. The Police Department, Airport Division will conduct a bi-annual service and communication survey with the airport community to assess strengths and weakness of the police services provided. The results of these surveys and the improvements made or strived for shall be identified in the Annual Report.
3. The Police Department, Airport Division will provide the airport with a strategic budgetary plan identifying areas for fiscally sound changes and program improvements. (Due July 31st for the following fiscal year)
4. The Police Department, Airport Division shall *strive* to maintain an annual overtime cost of less than (10%) ten percent of total routine payroll. Furthermore, no administrative overhead costs shall be charged to the Airport for overtime costs exceeding 15% of payroll.

RESOLUTION #2011-02

Relative to the
Demolition of North Fire Station

First Reading: 3/07/11
Adopted: 3/07/11

WHEREAS the Town received an ARRA Grant and additional Town Meeting funding to construct a North/West Fire Station on Grenier Field Road; and

WHEREAS after a review of the structural integrity of North Station and a survey of space needs, Town staff recommends that the structure be declared surplus to the Town's needs; and

WHEREAS North Station is situated on a plot with the Senior Center, and must share inadequate parking facilities; and

WHEREAS the Town needs to complete soil remediation activities at that location, with NH Department of Environmental Services funding available for this work through June 30, 2011; and

WHEREAS the Town is best served by removing the structure and reserving the area for additional parking and future space needs for the Senior Center;

NOW THEREFORE BE IT RESOLVED by the Londonderry Town Council that North Fire Station, 535 Mammoth Road, is hereby declared surplus to the needs of the Town, and the Town Manager is authorized to secure the necessary permits and execute agreements to demolish North Fire Station.

Paul DiMarco, Chairman
Town Council

(TOWN SEAL)

Marguerite Seymour - Town Clerk/Tax Collector

A TRUE COPY ATTEST:
03/07/11



TOWN OF LONDONDERRY
Building, Health & Zoning Enforcement

268 Mammoth Road
Londonderry, New Hampshire 03053
432-1100 ext. 115 Fax: 432-1128

FORMER NORTH FIRE STATION
535 Mammoth Road
Map 15 Lot 25

February 23, 2011

From: Richard G. Canuel, Senior Building Inspector

Subject: Inspect Condition of Building

Inspection of this building was conducted on this date to observe the present condition of the structure and to note any code deficiencies of concern.

Building Description:

This building is a 2-story, concrete block and wood frame structure, approximately 2,750 Square Feet, built in the early 1950's. The building has been used primarily to house the town's fire department. The first floor was utilized to house fire fighting apparatus and equipment, and the HVAC systems for the building. Personnel living quarters was located on the second floor.

Structural:

- Main wood carrier beam – Noticeable deflection (sagging) of beam between support posts.
- Beam supports – Existing *railroad ties* used as column beam supports. Excessive rust corrosion visible at base of each of these columns due to direct contact with concrete slab. Column footings unknown.
- Duct openings have been cut in the block wall at the rear of the apparatus bay which are unsupported.
- Slab settlement is visible at the north east corner of the building.
- Deterioration is evident in a number of concrete blocks along the lower course of the exterior bearing walls.
- A makeshift steel beam used to support the second floor at the rear bay has been pieced together by improper welding of two different sized beams. Structural capability of this beam is questionable.
- The roof system shows signs of age: sagging of roof sheathing btwn rafters, shingles appear due for replacement (with as many as 4 layers of shingles presently on the roof)

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Structural (cont'd)

- There is visible deflection in the header above the overhead door on the north side of the building. Size of existing header unknown.

Electrical:

- Electrical wiring is a mix-n-match arrangement of wiring methods with romex cable, metal clad cable, conduit (metal & PVC), flex cord, and two-wire conductor cable throughout the building. Interconnection between these different wiring methods occurs at several locations. Connections to pre-existing two-wire system renders the remainder of the circuit without proper grounding.
- Many wire connections are exposed, and wiring support is non-compliant.
- Existing receptacles throughout the first-floor bay are not provided with Ground Fault Circuit protection as required by the NEC. This is a safety hazard to personnel utilizing these receptacles while in direct contact with a potentially wet concrete slab.
- Smoke detectors throughout the building are not hard-wired, and some are non-functional.
- Romex (MN Cable) is exposed in many areas of the building. This type of cable is required to be protected from damage by being concealed in the wall or provided with conduit.
- The electrical service has been upgraded at some point in time, but there are sub-panels installed remote from the main service panel that have not been wired as sub-panels with ground & neutral separated.
- The service entrance conduit mast through the roof has not been properly supported and is being pulled to one side by the service conductors.
- A generator receptacle has been added which is located inside the apparatus bay. It is prohibited to have a generator cord connection in a garage which would permit the use of a portable generator inside the building.
- There is no visible electrical bonding of the gas piping in the building.

Fire Safety:

- Although battery back-up emergency lighting has been installed in the building there are no illuminated exit signs anywhere.
- The wood framing in the apparatus bay is not protected with the required drywall. The ceiling is of combustible material finished in what appears to be fiber hard-board, and the walls are finished with combustible wood paneling over 1" Styrofoam insulating board.
- The furnace room is not drywalled to provide the required 1-hour rated separation. Combustible framing throughout this area is exposed.

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Fire Safety (cont'd)

- Ductwork penetrations at the apparatus bay wall are not protected with fire dampers.
- The furnace return air duct filter slots are open to the furnace room, which allows potential circulation of CO throughout the duct system. Return air is not allowed to be re-circulated from the furnace room.
- There are un-protected penetrations in the apparatus bay walls and ceiling, which allow circulation of products of combustion throughout the building.

Plumbing:

- The plumbing sanitary system consists of an interconnection of different piping materials with PVC, ABS, and cast iron together without proper connections.
- The kitchen sink drain on the second floor is connected with a prohibited "S" trap. This arrangement allows the trap to siphon and not provide an adequate trap seal.

CONCLUSION

This building has undergone a number of renovations without the benefit of proper inspections which has resulted in a building that is now code deficient. The condition of the existing electrical wiring is a safety hazard including, circuits partially ungrounded, improper connections, and exposed wiring. The storage of motor vehicles in this building without the necessary rated separation and protection of combustible framing poses a fire hazard to occupants. Lacking a number of life safety features; smoke alarms, exit signage, fire-rated separations, this building is presently unsafe for occupancy. It is recommended that a structural analysis of the building be conducted by a qualified engineer. The ability of the existing roof system to sustain further snow loading is questionable, and the second floor structural support members may be near failure.

ORDER #2011-03

An Order Relative to

EXPENDITURE OF RECLAMATION TRUST FUNDS FOR DROP-OFF CENTER IMPROVEMENTS AND BID AWARD FOR ADDITONAL IMPROVEMENTS

Reading: 03/07/2011

Adopted: 03/07/2011

WHEREAS in 2003 voters established a Reclamation Trust Fund to fund the disposal of motor vehicle waste, and recycling and reclamation of other wastes pursuant to RSA 149-M; and

WHEREAS improvements are necessary to the Drop-Off Center to allow for the proper recycling and reclamation of wastes; and

WHEREAS improvements to the Drop-Off Center have been identified as a need in the Town's Capital Improvement Program; and

WHEREAS bids have been received for the next phase of work including concrete slab, retaining wall, guardrails and fencing;

NOW THEREFORE BE IT ORDERED by the Town Council that the Town Treasurer is hereby ordered to expend \$108,251.26 from the Reclamation Trust Fund for improvements to the Drop-Off Center, and the Town Manager is authorized to execute all necessary documents with Southern NH CCI for concrete and other site work at a cost of \$192,985.00.

Paul DiMarco, Chairman
Town Council

Marguerite Seymour
Town Clerk

***A TRUE COPY ATTEST:
03/07/2011***

ORDER #2011-04

An Order Relative to

EXPENDITURE OF MAINTENANCE TRUST FUNDS FOR VARIOUS PROJECTS

Reading: 03/07/2011

Adopted: 03/07/2011

WHEREAS voters since 2003 have approved funding for the maintenance and repair of public buildings and grounds in the town; and

WHEREAS expenditures have been made for various projects, specifically:

- 1) Roof, HVAC, and electrical at Leach Library at a cost of \$578.92.
- 2) Pump repairs at Central Fire at a cost of \$499.50
- 3) Install flood lights at the Highway Garage at a cost of \$900.00
- 4) Roof repairs at the Access Center at a cost of \$750.00.
- 5) Snow removal expenses at the Senior Center at a cost of \$1,100.00

NOW THEREFORE BE IT ORDERED by the Town Council of the Town of Londonderry that the Town Treasurer is hereby ordered to expend \$3,828.42 for the aforementioned repairs and improvements.

Paul DiMarco, Chairman
Town Council

Marguerite Seymour
Town Clerk

***A TRUE COPY ATTEST:
03/07/2011***

TOWN COUNCIL MEETING
February 14, 2011

1
2 The Town Council meeting was held in the Moose Hill Council Chambers, Town Hall, 268B
3 Mammoth Road, Londonderry.

4
5 **PRESENT: Town Council: Chairman Paul DiMarco; Vice Chairman Sean O’Keefe;**
6 **Councilors: Mike Brown; John Farrell, Tom Dolan; Town Manager Dave Caron;**
7 **Executive Assistant, Margo Lapietro.**

8
9 **CALL TO ORDER**

10
11 **Chairman DiMarco opened the meeting at 7: 00 PM with the Pledge of Allegiance. This**
12 **was followed by a moment of silence for the men and women fighting for our country.**

13
14 **PUBLIC COMMENT**

15
16 Town Clerk/Tax Collector Meg Seymour reminded everyone about registering for the upcoming
17 elections and town meeting.

18
19 **Londonderry Trailways –** Sandy Lagueux, 2 Fiddlers Ridge Road and Bob Rimol, 2 Fay Lane
20 from the Londonderry Trailways were in attendance to report their findings on the use of
21 abandoned railways for recreational use. B. Rimol gave the background of the rail corridor
22 which is abandoned; it is mostly owned by the NH Department of Transportation (NHDOT) and
23 is mostly overgrown in the Londonderry portion of rail. S. Lagueux said that the NHDOT hired
24 Rizzo Associates and Alta Planning to do a study in 2003 which recommended the rail bed be
25 revitalized for recreational use. B. Rimol said the Town of Windham took the lead and has about
26 4 miles of rail developed. They have funding in place to finish the project. Derry also has
27 funding in place and has about 2 miles completed. Manchester has some sections completed and
28 has additional funding in place. S. Lagueux said from Salem to 102 in Derry which is about
29 more than 7 miles they have areas that are completed or fully funded to be completed. B. Rimol
30 said they have talked to people in the community, at the airport and other towns to receive their
31 input. S. Lagueux said since Resolution 2010-15 was issued they have done a lot of fact finding.
32 The Southern NH Rail Trail Alliance requested \$1.2M which is how the 7 miles were completed.
33 The Southern NH Planning Commission (SNHPC) has been hosting meetings. A lot of town
34 governments have backed this idea. B. Rimol said he met with the Recreation Commission and
35 they have given a letter of support. They have met with DOT, Bureau of Trails, and met with the
36 Assistant Town Engineer. They have engaged as many people they can and have asked how
37 they funded their projects. S. Lagueux explained they divided the corridor up into 7 segments
38 for easier identification. Councilor Brown asked what the total mileage is; S. Lagueux
39 responded 6 +/- miles of non-paved trail. It is overgrown dirt with no rail except for the Little
40 Cohas section. B. Rimol said they are working on a conceptual plan, at some point an
41 engineering study will be done. Tonight they are just reporting the findings of the study. Other
42 towns have a rail trail agreement in place that releases the town of liability and DOT will have
43 ownership of it. In the future they will work on funding sources, and they have received a grant
44 of \$2,500 from the Granite State Wheelman for research and development. They are researching
45 funding which consists mostly of large federal grants with small town matches. S. Lagueux said
46 right now they are researching ownership of the land. The conceptual plan will be presented

47 sometime in the spring. Councilor Brown asked if the paths are going to be paved. S. Lagueux
48 responded they plan to have them paved due to the population density in this area. B. Rimol said
49 it is for all types of recreation, non-motorized alternate modes of transportation. S. Lagueux said
50 they will come back in spring to ask for support and will supply Council with more information.
51 She said in April there will be a rail trail meeting sponsored by the SNHPC and the Councilors
52 will be invited to attend. B. Rimol said they are making an effort to start to clean up trash prior
53 to the trail renovations. Councilor Brown asked who received the \$1.2M grant. S. Lagueux
54 replied Salem, Windham and Derry received the federal grant. Councilor Brown asked what the
55 town's portion of the grant was. S. Lagueux responded the grant comes from federal gas tax
56 money distributed to the NHDOT and they administer the grant, under an 80/20 match. The
57 match for the tri-town section came from Derry of which some of the local funding was private.
58 Councilor Brown asked whether there is an expectation that the town will financially contribute
59 to the project, S. Lagueux responded yes. B. Rimol said the first step is design and engineering.
60 Other towns have fund raising events, private funding and corporate donations. Mark Sampsil
61 from Windham explained a portion has come from the Windham Conservation Commission.
62 He further explained that he is the President of the Windham Rail Trail Alliance, VP of the NH
63 Rail Trail Coalition, Secretary/Treasurer of the Regional Trails Alliance sponsored by the
64 SNHPC, Chairman of ZBA in Windham for 4 years and he is on the Rockingham Planning
65 Commission. In June they will have 8 continuous miles of trails into Derry. He explained how
66 they had started the process to obtain grant money. Councilor Brown asked how some of the
67 funding was accessed through conservation; M. Sampsil responded it was from current use
68 funding. Councilor Dolan asked if there was any monetary value in the sale of old rails left on
69 the track, M. Sampsil said the actual iron was removed in the 70's, the ties had to be left. There
70 is an organization in Methuen called "Iron Horse" that is in the business of removing rail at no
71 charge and they will give you some monetary value towards the deal. Councilor Dolan said
72 there might be a source of revenue for scrap rail. Councilor Brown asked if they had any issues
73 with motorized vehicles using the trails and the extra cost of enforcement. M. Sampsil said in
74 2004 they passed legislation that restricted ATV use to winter time only and two years ago they
75 changed that to no ATVs year round. Councilor Brown asked S. Lagueux and B. Rimol if there
76 was significant use now of ATVs in Londonderry. S. Lagueux responded no not like Windham,
77 we have occasional use. Councilor DiMarco said he the hoped the Council will support this
78 concept when they come back to the Council. Councilor Dolan asked them if they have talked to
79 the Londonderry representatives on the SNHPC, S. Lagueux said no they have not talked to them
80 but plan to do it.

81
82 Reed Clark asked for clarification of the Londonderry section and S. Lagueux clarified it for
83 him.

84
85 **OLD BUSINESS**

86 None

87
88 **NEW BUSINESS**

89
90 **Adoption of Salt Reduction Plan – DPW Director Janusz Czyzowski –** The Salem I-93 study
91 has found chlorine pollutants in the Beaver Brook area. The NH Department of Environmental
92 Services (NHDES) and the US Environmental Protection Agency (EPA) have determined that
93 pollutant reductions are needed and have developed a salt reduction plan. A work group was
94 formed to develop guidelines to implement the plan and has met with the approval of NHDES

95 and the EPA; without their approval we won't receive funds from EPA. J. Czyzowski explained
96 the town will purchase a new 6 wheel dump truck with underbelly discharge spreader also to be
97 equipped with a sprayer to pre-wet salt and a ground speed oriented spreader. This will reduce
98 the salt usage on only one out of four routes near the watershed. The Town will be part of a
99 funded pilot program to see if chlorine pollution can be reduced. Salt reduction training will be
100 needed and Londonderry will conduct field trials with this equipment throughout the winter
101 season. During the trials each element will be evaluated for salt reduction, ease of use,
102 reliability, lifecycle costs and driver adaptation. Londonderry will require that all town staff
103 and private contractors hired by the town attend salt reduction trainings. The town will also
104 communicate with private contractors who the town is aware of and encourage them to attend
105 training. He said that Londonderry strongly supports HB 1676 requiring the certification of
106 private sector salt applicants. He said we will be upgrading our meteorological service to
107 provide more customized forecasts. If this works he will be asking for another truck next year.
108 He said the cost of a new truck is \$140K, with the Town's share at \$23K. Councilor O'Keefe
109 asked about just switching over to the sand in the watershed area. He also expressed concern
110 with the equipment rusting out faster. J. Czyzowski said use of sand only would create a build-
111 up of ice as salt prevents the adherence of the snow to the surface so it can be plowed off. J.
112 Czyzowski described how the machine works, spraying pre-wet salt and brine. Councilor Dolan
113 asked about the state responsibility in town. J. Czyzowski explained they maintain Rt. 102,
114 Peabody Rd., Mammoth Road (128), and Rockingham Rd (28). The salt reduction applies to
115 Salem, Windham, Derry, Londonderry, with a reduction goal of 20%. Councilor Brown
116 questioned the goals of reduction that were listed in the information and asked if that is the
117 overall goal of town including private contractors. J. Czyzowski responded those goals are only
118 for our municipal roads not for future or private developments. If private contractors are hired
119 by the town they will receive training in salt reduction. Councilor Brown asked about the
120 percentage of private contractors that we use, J. Czyzowski responded it is weather dependent,
121 however, approximately 90% of winter maintenance is completed by town forces. He pointed
122 out that 44% pollution of the pollution is from parking lots, 37% is municipal, and state roads are
123 only 10%. Councilor Brown asked if he is looking for Londonderry to support HB 1676 which
124 is the certification of private salt applicators. J. Czyzowski responded he does not think it is
125 going to be successful. Councilor Dolan questioned the Town's authority to control private
126 contractors in parking lots in terms of how much salt they use. Town Manager Caron said that
127 would be accomplished via a Town Ordinance, in order for it to be successful it would require
128 some scientific background, it would be best managed by NHDES or EPA. J. Czyzowski said
129 the Town is not equipped to enforce it. That bill is on a voluntary basis, and he does not think it
130 will pass. Councilor O'Keefe asked if we don't follow through what are the ramifications. J.
131 Czyzowski said the EPA will initiate enforcement action, as the Town is not allowed to
132 contaminate water. Chairman DiMarco asked if by reducing salt are we placing our roads in
133 danger? J. Czyzowski said the question is by implementing different equipment and methods are
134 we going to achieve the same results – we are trying. They are supplying the funds to try this in
135 the southern part of town. Chairman DiMarco asked what the hazard is. J. Czyzowski said the
136 chloride stays in the local surface water and groundwater. Councilor O'Keefe said he is
137 concerned about the cost for replacement parts of spreaders due to the equipment rusting out, he
138 asked what is it? J. Czyzowski said it costs \$3,500 for a spreader, the air/ground temperature
139 sensor is \$800.00 and the prewetting equipment is \$5K. He said he hopes we can maintain the
140 current life expectancy for DPW trucks. **Councilor Farrell made a motion to adopt the plan,**
141 **second Councilor O'Keefe. Council's vote was 5-0-0.**

142 **2011 Town Meeting prep** – Assignments were delegated for the Warrant Articles at Town
143 Meeting. Councilor Dolan asked the Town Manager if Article 9 passes will the Moderator
144 automatically skip Article 10, Town Manager Caron responded in past years the Moderator has
145 explained it is unnecessary and skipped over. Councilor Farrell said he attended the School
146 Board Deliberative Session and said he received a number of questions about the Charter and
147 how it worked. The biggest questions received were about Woodmont Orchards. He said it was
148 good that people were asking questions. Councilor Dolan asked Councilor Farrell if it would be
149 appropriate to invite the developers from Woodmont to put a display together at Town Meeting
150 or at the Tuesday elections. Councilor Farrell said all they have right now are conceptual
151 answers. Chairman DiMarco questioned the appropriateness of their presence. Town Manager
152 Caron responded that information needs to be presented as objective and not as advocacy;
153 however, the Moderator would decide to grant any such request. Councilor Brown cautioned the
154 Town to proceed with caution. Councilor Dolan said it would provide more opportunity to
155 communicate it would be a good idea and a perfect opportunity for people to ask questions.
156 Councilor Brown said it is not our place to say they can use the school facilities, it should be
157 checked out with the Moderator and election laws before they show up. Councilor Farrell said a
158 problem could exist with the School Moderator who works with the developer and he is the
159 Assistant Town Moderator at the Town Meeting. Town Manager Caron said it is the
160 Moderator’s decision and he will leave it up to her. Councilor Brown suggested the developer
161 buy a booth at Old Home Day.

162
163 **APPROVAL OF MINUTES**
164

165 **Councilor O’Keefe made a motion to approve the Public/Budget Meeting Minutes of**
166 **02/03/11, and the Public Meeting of 02/07/11, second by Councilor Dolan. Council’s vote**
167 **was 5-0-0.**

168
169 **OTHER BUSINESS**
170

171 **Liaison Reports** – None

172
173 **Town Manager Report** – None

174
175 **Board/Committee Appointments/Reappointments** – None

176
177 **ADJOURNMENT**
178

179 **Councilor Farrell renewed his motion to adjourn at 8:25 P.M. second by Councilor**
180 **O’Keefe. Council’s vote was 5-0-0.**

181
182 **Notes and Tapes by:** **Margo Lapietro** **Date: 02/14/11**

183
184 **Minutes Typed by:** **Margo Lapietro** **Date: 02/15/11**

185
186 **Approved;** **Town Council** **Date: 02/ /11**