

**TOWN COUNCIL
AGENDA
December 19, 2011**

The Town Council meeting 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. Dottie Grover, Director of Cable Services
- III. PUBLIC HEARING
 - A. FY13 Budget Hearing
- IV. OLD BUSINESS
 - A.
- V. NEW BUSINESS
 - A. Resolution 2011-20 Relative to an Agreement with Granite Ridge Energy
 - B. Proposed Collective Bargaining Agreement with AFSCME – LAEA Town Administrative Personnel
- VI. APPROVAL OF MINUTES
 - A. Minutes of Council's Public Meeting of 11/28, 12/1/11 and 12/5/11
- VII. OTHER BUSINESS:
 - A. Liaison Reports
 - B. Town Manager Report
 - C. Board/Committee Appointments/Reappointments
 - 1) Resignation of David Kelly from the Solid Waste and Environment Committee
 - 2) Resignation of Mark Oswald from the Conservation Commission

- 3) Re-appointment of Paul Nickerson to the Conservation Commission, three year term to expire 12/31/14

VIII. ADJOURNMENT

IX. MEETING SCHEDULE:

- A. Town Council Bond Hearing– December 28, 2011, Moose Hill Council Chambers, 7:00 PM
- B. Town Council Budget Public Hearing – January 12, 2012, Moose Hill Council Chambers, 7:00 PM
- C. Town Council Regular Meeting – January 16, 2012, Moose Hill Council Chambers, 7:00 PM
- D. Deliberative Session, Town Budget – February 6, 2012, Londonderry High School Cafeteria, 7:00 PM
- E. Town Council Regular Meeting – February 9, 2012, Moose Hill Council Chambers, 7:00 PM – *Recommendations on Final Deliberative Session Budget Votes*
- F. Town Council Regular Meeting – February 20, 2012, Moose Hill Council Chambers, 7:00 PM

SUPPORTING DOCUMENTATION COUNCIL MEETING OF DECEMBER 19, 2011

- I. CALL TO ORDER
- II. PUBLIC COMMENT
 - A. Dottie Grover, Director of Cable Services– Dottie will brief the Council on cable operations and funding a School District project.
- III. PUBLIC HEARING
 - A. FY13 Budget Hearing – The Council is scheduled to receive public input on the proposed FY13 Budget. No action is required after this hearing; the Council needs to vote on the warrant for presentation at the final budget hearing no later than the December 28 bond hearing and budget workshop.
- IV. OLD BUSINESS
 - A.
- V. NEW BUSINESS
 - A. Resolution #2011-20 – Relative to an Agreement with Granite Ridge Energy – Attached is an agreement with Granite Ridge Energy regarding assessment levels for 2011-2013; this agreement is recommended by staff and the Town’s legal and utility appraisal consulting staff.
 - B. Proposed Collective Bargaining Agreement with AFSCME – LAEA-Town Administrative Personnel – Staff has completed negotiations with LAEA-TAP (Non-Public Safety mid-management and staff) and recommends that the Council approve the attached tentative agreement contingent upon Town Meeting approval of the cost items. Employees have agreed to a three year contract with 0% COLA in FY13. The FY13 cost is \$0.00.
- VI. APPROVAL OF MINUTES – Minutes of the Council’s Public Meetings of 11/28/11, 12/1/11 and 12/5/11.

VII. OTHER BUSINESS -

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

- A. Resignation of David Kelly from the Solid Waste and Environment Committee
- B. Resignation of Mark Oswald from the Conservation Commission
- C. Re-appointment of Paul Nickerson to the Conservation Commission, three year term to expire 12/31/14

VIII. ADJOURNMENT

IX. MEETING SCHEDULE:

- G. Town Council Bond Hearing and Regular Meeting – December 28, 2011, Moose Hill Council Chambers, 7:00 PM
- H. Town Council Budget Public Hearing – January 12, 2012, Moose Hill Council Chambers, 7:00 PM
- I. Town Council Regular Meeting – January 16, 2012, Moose Hill Council Chambers, 7:00 PM
- J. Deliberative Session, Town Budget – February 6, 2012, Londonderry High School Gymnasium, 7:00 PM
- K. Town Council Regular Meeting – February 9, 2012, Moose Hill Council Chambers, 7:00 PM – *Recommendations on Final Deliberative Session Budget Votes*

**FOLLOW-UP FROM COUNCIL'S
December 5, 2011 MEETING**

ISSUE	ACTION	RESPONSIBILITY
Deputy Treasurer	Check date Deputy was sworn in <i>(Deputy was sworn in on 9/8, with an Effective date of 8/19)</i>	Dave

**FOLLOW-UP FROM COUNCIL'S
November 7, 2011 MEETING**

ISSUE	ACTION	RESPONSIBILITY
Storm Response	Develop after incident review and schedule Public Forum <i>(Forum scheduled for 1/7/12)</i>	Dave/Kevin
Town Common	Develop plan to expand into cleared area <i>(In process)</i>	Dave/Steve

**FOLLOW-UP FROM COUNCIL'S
October 17, 2011 MEETING**

ISSUE	ACTION	RESPONSIBILITY
Fire Department	a. Gauge citizen interest to enlarge fire call company <i>(Information received; developing press release)</i> c. Present Fire Education program at a TC meeting <i>(In process)</i>	Kevin/Dave Kevin
R-T-K Emails	Share 91-A restrictions with Board chairs <i>(In process)</i>	Dave/Bart

**FOLLOW-UP FROM COUNCIL'S
September 19, 2011 MEETING**

ISSUE	ACTION	RESPONSIBILITY
Target Shooting	Determine liability and enforcement for hearing <i>Tabled pending additional information on:</i> a. <i>Attempt to locate suitable location using GIS</i> b. <i>Consider noise pollution</i> c. <i>Establish any connection to increased insurance rates</i> <i>(In process)</i>	Dave/Bill/GIS

**TOWN OF LONDONDERRY
NOTICE OF PUBLIC HEARING
FY13 PROPOSED TOWN BUDGET**

Notice is hereby given that the Londonderry Town Council will receive public input on the proposed FY13 Town Budget on Monday, December 19, 2011 beginning at 7:00 PM in the Moose Hill Conference Room, Town Hall, 268B Mammoth Road, Londonderry, N. H.

The Warrant under consideration includes:

	Proposed FY 13
Article 2 Highway Reconstruction Bond Issue	\$1,048,000
Article 3 Expendable Maintenance Trust	200,000
Article 4 General Operating Budget	
Town Council	12,096
Town Manager	384,166
Moderator	300
Budget Committee	1
Conservation Comm	3,300
Town Clerk	457,601
Supervisors –Checklist	14,704
Finance & Administration	613,366
Assessing	362,701
IT	341,595
Legal	104,500
Zoning	40,333
General Government	505,149
Cemetery	32,974
Insurance	224,022
Planning & E.D.	415,274
Police Dept.	7,331,398
Fire Dept.	5,935,712
Building Dept.	286,786
Public Works Dept.	3,140,032
Solid Waste	1,911,807
General Assistance	184,604
Recreation	147,461
Library	1,302,809
Senior Affairs	51,323
Debt Service	<u>2,894,853</u>
Total – Operating Budget	\$26,698,867

Article 5	Capital Reserve Funds	\$ 710,000
Article 6	Fire Department Equipment – CR	150,000
Article 7	Special Revenue Funds	
	Sewer Division	3,003,706
	Cable Division	265,132
	Police Outside Details	469,244
Article 8	Fire Department Staffing	403,665
Article 9	Rte. 102 Corridor Study Cap Reserve	75,000
Article 10	Land Use Change Tax Allocation	n/a
Article 11	AFSCME 1801 CBA	TBD
Article 12	AFSCME – LAEA-PS CBA	TBD
Article 13	AFSCME – LAEA-TAP CBA	TBD
Article 14	LEEA CBA	TBD
Article 15	Special Meeting Costs	n/a

Londonderry Town Council

RESOLUTION 2011-20

Relative to an
Agreement with Granite Ridge Energy

First Reading: 12/19/11
Adopted: 12/19/11

WHEREAS it is in the Town's and GRE's best interests to enter into an Agreement which provides a predictable tax payment for GRE and income stream to the Town; and

WHEREAS it is also in both the Town's and GRE's best interests to insure that the assessment on the property is reflective of fair market value; and

WHEREAS for the reasons stated above, it is common practice for a municipality and large taxpayers to enter into assessment agreements;

NOW THEREFORE BE IT RESOLVED by the Londonderry Town Council that the Town Manager is hereby authorized to execute the Tax Assessment Agreement between Granite Ridge Energy and the Town of Londonderry for the years 2011-2013.

Sean O'Keefe, Chairman
Town Council

(TOWN SEAL)

Marguerite Seymour - Town Clerk/Tax Collector

A TRUE COPY ATTEST:
12/19/11

**TAX ASSESSMENT AGREEMENT
2011-2013**

AGREEMENT made this ____ day of November, 2011, by and between **Granite Ridge Energy, LLC** ("GRE"), having a principal place of business at 21 North Wentworth Avenue, Londonderry, New Hampshire, and the **Town of Londonderry** ("Town"), a New Hampshire municipal corporation with offices at 268B Mammoth Road, Londonderry, New Hampshire.

RECITALS:

WHEREAS, GRE owns certain taxable property situated in Londonderry, consisting of a nominal 720 MW gas-fired combined cycle generating facility, lands, buildings, machinery, equipment and related facilities employed in the generation of electricity and known as the "Granite Ridge Generation Facility" (the "Facility"); and

WHEREAS, disputes have arisen periodically in recent years between the Town and GRE over the proper assessment of the Facility for property tax purposes; and

WHEREAS, litigation of any such dispute over the assessed value of the Facility would involve significant expense, time and effort on the part of both parties hereto, and a final decision thereon would not likely be rendered in the near future, thereby causing uncertainties for both GRE and the Town; and

WHEREAS, GRE and the Town have a mutual interest in reducing or eliminating these uncertainties through an agreement under which a stable and predictable net assessed valuation of the Facility is established for property tax purposes for a term of several years, in order to avoid unduly burdensome taxation, support the continued operation of the Facility, and preserve, protect and increase the Town's future tax base;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, GRE and the Town agree as follows:

1. Tax Year Definition: As used in this Agreement the term "tax year" shall mean the property tax year as defined under New Hampshire RSA 76:2 (April 1 through March 31), for the year indicated. Thus, the 2011 tax year began April 1, 2011 and will end on March 31, 2012.

2. GRE Property Subject to Agreement: GRE's Facility includes the lands, buildings, machinery, equipment and related facilities comprising or located on the following nine tax lots in the Town of Londonderry:

14-44-0	Plant parcel at 21 N. Wentworth Avenue
11-23-0	124 Litchfield Road
11-23-1	122 Litchfield Road
11-23-2	120 Litchfield Road
11-23-3	118 Litchfield Road
11-33-2	6 Chase Brook Drive
11-33-21	16 Watts Road
11-39-0	20 Watts Road
11-40-1	21 Teton Drive

3. Net Assessed Valuations for 2011-2013: Subject to Section 7 below, the parties have agreed upon the following net assessed valuations of the Generation Facility for the tax years 2011 through 2013:

2011	\$360,000,000
2012	\$390,000,000
2013	\$430,000,000

The assessed valuations provided for herein are net of any statewide equalization ratio factor which might otherwise be applied to the total appraised fair market value of the Facility.

4. Determination of 2011 Property Tax: Based on the Town's anticipated 2011 tax rate of \$18.26/\$1,000 and a 2011 net assessed valuation of \$360,000,000 as provided in paragraph 3 above, the parties anticipate that the final tax imposed on the Facility for the 2011 tax year will be \$6,573,600.

5. Pollution Control Facility Exemption: The parties agree that the assessed valuations of the Facility shown in paragraph 3 above are net of any pollution control facility exemption that GRE may be entitled to under RSA 72:12-a, and shall not be affected or adjusted in the event of any change of law, rule or regulation of the State of New Hampshire which might otherwise reduce or increase the tax exemption attributed to the Facility.

6. Equalization Ratio: Mindful of the Town's obligations to appraise the Facility at its full and fair market value under RSA 75:1, and to keep Town-wide appraised values as close as possible to 100% of fair market values through periodic revaluations under RSA 75:8-a, the Town agrees that it will use its best efforts to assure, through regular Town-wide revaluations or other accepted valuation methods approved by the New Hampshire Department of Revenue Administration, that taxable property in Londonderry will be assessed at no less than 95% of its full and fair market value in tax years 2011 through 2013. In the event that the Town's equalization ratio falls below 95% in any tax year covered by this Agreement, the tax imposed on the Facility for such tax year shall not exceed the level of tax that would have been imposed had the equalization ratio been held at 95%.

7. Sale or Transfer of Ownership: In the event that the Facility is sold, transferred or assigned to a new owner at any point during the tax years covered by this

Agreement (i.e. between April 1, 2011 and March 31, 2014), the net assessed valuation set forth in Section 3 above shall continue to apply for the tax year in which the transaction takes place. In the event that the sale price for the Facility is more than twenty percent (20%) higher or lower than the net assessed valuation established in Section 3 above for the tax year following the tax year in which the transaction occurs, either the Town or the new owner shall have the option, exercisable on written notice to the other party within sixty (60) days following the date the transaction is recorded in the Rockingham County Registry of Deeds or reported to the New Hampshire Department of Revenue Administration under RSA 83-F:5(VIII), whichever first occurs, of reopening this Agreement so that the net assessed valuation may be adjusted up or down for the remaining year(s) of the Agreement. (As an example, if the Facility were to be sold effective September 1, 2012 , then the net assessed valuation shown in Section 3 above for tax year 2012 would continue to apply to the new owner for the tax year 2012, but if the sale price were to be more than 20% higher or lower than the 2013 tax year valuation shown in Section 3 above, then either the new owner or the Town would have the option of reopening the Agreement with respect to tax year 2013.) In the event that (a) the Facility is not sold, transferred or assigned to a new owner prior to April 1, 2013, or (b) the Facility is sold, transferred or assigned prior to April 1, 2013 but (i) the sale price is within the 20% “collar”, or (ii) the sale price is outside the 20% collar but neither party gives timely notice of reopening, then the net assessed valuation figures established in this Agreement shall continue in effect through tax year 2013, ending March 31, 2014.

8. No Use of Valuations for Other Purposes: The valuations of the Facility established under this Agreement are solely for municipal property tax assessment

purposes and shall not be used by either GRE or the Town to establish value in any other matter or proceedings regarding the Facility. Nothing in this Agreement shall be construed to establish valuations of any utility property for purposes of the state utility property tax imposed pursuant to RSA Chapter 83-F.

9. Binding on Successors and Assigns: Subject to Section 7 above, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns, and any and all purchasers of the Facility.

10. Authorization: Each party represents to the other, and each relies upon the other's representation, that they and their undersigned representatives are fully authorized and empowered to enter into this Agreement and to bind their principals and constituents. Specifically, GRE confirms that this Agreement has been approved by its Board of Directors and the Town confirms that this Agreement has been approved by the Londonderry Town Council.

11. Integration Clause: This Agreement represents the full, final and complete expression of the parties' agreement regarding the subject matter hereof and any prior oral or written understandings and representations of the parties are null and void. This Agreement may not be changed, modified or amended except by a writing signed by both parties. This Agreement may be executed in two (2) or more counterparts, all of which will be considered one and the same Agreement and each of which will be deemed an original.

12. Governing Laws: This Agreement shall be governed by and construed under the laws of the State of New Hampshire.

13. Cooperation of the Parties: GRE and the Town agree at all times to act in good faith to carry out the intent and purpose of this Agreement, to endeavor to resolve amicably any disputes or disagreements that may arise hereunder, and to work cooperatively with each other to assure a mutually agreeable, fair and proportional assessment of the Facility in tax year 2014 and ensuing tax years.

14. No Litigation: The parties agree to forego all future litigation regarding the proper assessment of the Facility during the term of this Agreement, except as necessary to enforce the provisions of this Agreement. The parties understand that a third party could challenge this Agreement or the net assessed valuations provided for hereunder for any reason. The parties agree that, in the event of a third party challenge to this Agreement or any of the net assessed valuations established hereunder for any reason whatsoever, the parties will cooperate with each other and collectively and mutually defend this Agreement and such assessment. In the event that any such challenge results in either an increase or a decrease in any annual net assessed valuation provided for herein by an amount greater than \$10,000,000, any party hereto may in its sole discretion, upon 5 days prior written notice to the other party, terminate this Agreement and cause it to be treated as void in the year in which such an increase or decrease occurs and any remaining years under the Agreement. In that event, each party reserves its rights to litigate the assessment of the Facility for such tax years. Except as provided in the preceding sentence, each party agrees that it will not do anything directly or indirectly to challenge this Agreement or cause it to be challenged, and neither party shall take a position adverse to or inconsistent with the terms of this Agreement.

EXECUTED by the undersigned duly authorized representatives of the parties on
the day and year first above written.

Granite Ridge Energy, LLC

By _____
James Carlton
President and Chief Operating Officer

Town of Londonderry

By: _____
David Caron
Town Manager

ARTICLE NO 14: [RATIFY COLLECTIVE BARGAINING AGREEMENT BETWEEN AFSCME LAEA – TOWN ADMINISTRATIVE PERSONNEL EMPLOYEES and THE TOWN OF LONDONDERRY]

To see if the Town will vote to the cost items included in the collective bargaining agreement reached between the Town of Londonderry and AFSCME LAEA-TAP and in doing so, to approve the cost items within said Agreement, which calls for the following appropriations for salaries and benefits over what was raised under any current agreements and policies for the employees of the Union:

<u>Year</u>	<u>Cost Increase From Prev. FY</u>	<u>Tax Increase From Prev. FY¹</u>	<u>Total Estimated Cumulative Cost</u>	<u>Average Rate Incr.</u>
FY 13	\$ 0.00	\$ 0.00	\$ 0.00	0.0%
FY 14	\$ 17,176.00	\$ 0.01	\$ 17,176.00	2.0%
FY 15	\$ 17,636.00	\$ 0.01	\$ 34,812.00	2.0%

and further, to raise and appropriate the sum of \$ 0.00 (\$0.00 on the tax rate) for the FY 13 expenses, such sum representing the additional cost attributable to the increase in salaries and benefits over those of the appropriation at the current staffing levels paid under any existing agreements. (LAEA - TAP represents 11 full time and 1 part time management and professional positions in six Departments.)

(If passed, this article will require the Town to raise \$0.00 in property taxes, resulting in a tax rate increase of \$0.00 in FY 13 based upon projected assessed values.)

This article is supported by:

Town Council - (Yes: x-x-x)

Budget Committee - (Yes: x-x-x)

<i>LAEA – Town Administrative Personnel Collective Bargaining Agreement Proposal</i>		
Article	Current Agreement	Proposed Agreement
14 – Compensation	2 year agreement, with 3% semi-annual pay adjustments	3 year agreement, COLA adjustments of 0%/2%/2%; Max Range for three positions expanded to address comparability issues; incumbents can progress to max through performance evaluations.
14 – Compensation	Merit Increase Levels at 3.5%, 3%, 2%, 0%, 0%	New levels at 3.0%, 2.5%, 1.5%, 0%, 0%; as recently as 6/30/10, levels were 5%, 4%, 3%, 0%, 0%.
16 & 17 Sick & Vacation	No language	To avoid supplemental assessment from NHRS, language allows deferring any portion of sick and/or vacation payment upon separation which triggers an assessment to 121 days following employment.
17 – Sick Leave	No language	Employees with 10+ years of service and 30 sick days accrued may cash in up to 6 days per year, at the forfeit rate of 3 days accrued per each day cashed in. Max accrual rate will drop from 90 to 85 – these provisions similar to police officers’ and LAEA-PS contract. (Employees hired after 7/1/10 may only accrue up to 30 days.)
17 – Sick Leave	Payment of accruals upon separation: Years: Days: 1 - 5 10 6 - 10 20 11 - 15 25 16 - 20 30 21 - 25 50 25+ 60	Payment of accruals upon separation: Years: Days: 1 - 5 5 6 - 10 10 11 - 15 12.5 15+ 30
22 – Insurance	Blue Choice @ 80% Town premium contribution.	Blue Choice @ 80% remains; however, Town offers optional Lumenos Plan with higher deductible; Town funds at 80% of Matthew Thornton plan, and funds HSA account at 100% of difference between Town Blue Choice and Matthew Thornton contribution (80%) for Year 1 and 2 of participation, and 50% on Year 3.

AGREEMENT BETWEEN THE

***TOWN OF
LONDONDERRY***

and the

***AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL
EMPLOYEES***

~ ~ COUNCIL 93 ~ ~

***(LAEA- Unit B – Town Administrative
Personnel)***

For the Period

JULY 1, 2012 through JUNE 30, 2015

***Tentative Agreement
Articles I-XXXIII, inclusive of Appendices A & B
November 29, 2011***

Table of Contents

	<u>Page</u>
ARTICLE 1: PARTIES TO THE AGREEMENT	1
ARTICLE 2: PURPOSE	1
ARTICLE 3: RECOGNITION.....	1
ARTICLE 4: DEFINITIONS	1
ARTICLE 5: NON DISCRIMINATION	2
ARTICLE 6: MANAGEMENT RIGHTS.....	2
ARTICLE 7: ASSOCIATION OFFICERS.....	2
ARTICLE 8: MEMBERSHIP	2
ARTICLE 9: NO STRIKE	3
ARTICLE 10: PROMOTIONAL PROBATIONARY PERIOD	3
ARTICLE 11: LAYOFF/RECALL.....	3
ARTICLE 12: SCHEDULED WORK WEEK AND HOURS	4
ARTICLE 13: RECRUITMENT/PROMOTIONS	5
ARTICLE 14: COMPENSATION AND PERFORMANCE BASED PAY PLAN.....	5
ARTICLE 15: HOLIDAYS.....	7
ARTICLE 16: VACATIONS	8
ARTICLE 17: SICK LEAVE.....	9
ARTICLE 18: PERSONAL LEAVE	10
ARTICLE 19: BEREAVEMENT LEAVE	11
ARTICLE 20: MILITARY LEAVE	11
ARTICLE 21: JURY DUTY	11
ARTICLE 22: INSURANCE	12
ARTICLE 23: WORKERS' COMPENSATION.....	14
ARTICLE 24: CLOTHING.....	14
ARTICLE 25: EDUCATIONAL INCENTIVE	14
ARTICLE 26: CERTIFICATION INCENTIVES	15
ARTICLE 27: OUTSIDE WORK DETAILS	15
ARTICLE 28: DISCIPLINE AND TERMINATION FOR CAUSE.....	15
ARTICLE 29: GRIEVANCE PROCEDURE	15
ARTICLE 30: FAMILY AND MEDICAL LEAVE.....	16
ARTICLE 31: DURATION OF AGREEMENT	19
ARTICLE 32: MUTUAL AGREEMENT	19
ARTICLE 33: SEVERABILITY	19
ATTACHMENT A: SALARY AND WAGE SCHEDULE	
ATTACHMENT B: PERFORMANCE EVALUATION FORMS	

Table of Contents

Page

PARTIES TO THE AGREEMENT

This agreement between the Town of Londonderry, New Hampshire (hereinafter “The Town”), and *AFSME Council 93 (LAEA – Town Administrative Personnel)* (hereinafter “The Association”) is made and entered into on the ____ day of _____.

PURPOSE

The purpose of this agreement is to set forth agreements between the Town and the Association, with respect to wages, hours, and other terms and conditions of employment for employees described in Article 3: Recognition.

RECOGNITION

The Town recognizes the Association as the exclusive bargaining agent for the following Town of Londonderry regular and full time administrative employees, excluding new hires during their probationary period:

Assistant Building Inspector/Deputy Health Officer	Assistant Assessor
Appraiser	Assistant Public Works Director
Public Information Coordinator/Assistant Director	Public Works Admin. Asst.
Training Coordinator	Admin. Support <i>Coordinator</i>
Town Planner	Senior Building Inspector/ <i>Health/Zoning Officer</i>

DEFINITIONS

AGREEMENT: Herein refers to this agreement between the Town of Londonderry, New Hampshire, and *AFSME Council 93 (LAEA – Town Administrative Personnel)*.

ANNIVERSARY DATE: An employee’s anniversary date is defined as the date when the employee entered the full time service of the Town as provided on the Town’s personnel record.

ASSOCIATION: Hereinafter refers to the *AFSME Council 93 (LAEA – Town Administrative Personnel)*.

DEPARTMENT: A functional division of the Town.

EMPLOYEE: Hereinafter used, refers to members of the Association.

PROBATIONARY EMPLOYEE: A newly-hired employee working during an identified period whose ability to perform the responsibilities of his/her newly appointed position.

PROBATIONARY PERIOD: A probation period shall be six (6) months and may be extended for an additional six (6) months by the employee’s department head from the date of appointment to a position.

FULL TIME: Employees who have successfully completed a probationary period and are assigned to a weekly work schedule of thirty-five (35) or more hours.

REGULAR PART TIME: Employees who have successfully completed a probationary period and are assigned to a regular work week less than thirty-five (35) hours herein.

SENIORITY: The length of full time service with the Town, beginning with the employee's anniversary date.

SENIORITY BY RANK/POSITION: Shall be determined by the employee's date of promotion and/or assignment to his/her current duties for the purposes of determining and/or assignment to his/her current rank for the purposes of determining the senior ranking employee.

NON DISCRIMINATION

The Town and the Association agree not to discriminate against a member of the unit because of race, creed, color, sex, age, national origin, religion, marital status, sexual orientation, disability or membership in the Association.

MANAGEMENT RIGHTS

The Town shall retain the sole right and authority to operate and direct the affairs of the Town and the Departments whose members are in the Association, including, but not limited to, all rights and authority exercised by the Town prior to the execution of this Agreement and in accordance with RSA 273 A1:XI.

ASSOCIATION OFFICERS

The Association Officer and Representatives shall be: The President, Chief Steward, Steward, Alternate Steward and Secretary/Treasurer.

The Association shall advise the Town of the names of the employees holding any office in the Association, as noted above.

Association Officers shall be permitted to process grievances during their scheduled tours of duty, provided that such grievance can be processed so as not to interfere with the normal operations of the Town and/or department, and further, the amount of time in which the officers are engaged in such activity is reasonable.

MEMBERSHIP

An employee who joins the Association after the signing of this Agreement shall remain a member of the Association as a condition of continued employment during the terms of this Agreement period.

Any employee, who discontinues his /her membership or chooses not to join the Association, shall pay an agency fee in the amount of 50% of the current Association dues, as a condition of continued employment during the terms of this Agreement.

Any employee who is not a full dues paying Association member during the term of this Agreement, shall be charged with an additional agency fee of 50% of all costs associated with the representation of their position and/or grievances or unfair labor practices filed by the Association on behalf of said employee, as a condition of continued employment. Said costs shall include the following, but is not limited to: legal fees, filing fees, telephone, postage, copying, travel expenses and any other fees determined by Association Officers to be associated costs of representation.

NO STRIKE

During the term of this Agreement, under no circumstances will the Association cause, encourage, sponsor, or participate in any strike, sit-down, stay-in, stay-out, sick-in, sick-out, work slow down, withholding of services, or any curtailment of work, or restriction or interference with the operation of the Town of Londonderry; and the Town agrees not to engage in any lock-out.

PROMOTIONAL PROBATIONARY PERIOD

Employees promoted to a higher rank or position shall serve a promotional probationary period as defined in Article 4: Definitions. During an employee's promotional probationary period, the employee's performance shall be critiqued at least twice, bringing to the employee's attention positive performance as well as suggestions for improvement. A written summary of the critique shall be provided to the employee.

Upon successful completion of the promotional probationary period, the employee shall be unconditionally appointed to the promotional position. An employee who, during or at the conclusion of the promotional probationary period, whose performance and/or conduct is deemed unsatisfactory by the department head, shall return to his/her previous position at the same rank, grade and rate of compensation prior to qualification for probationary promotional appointment. Nothing in this section shall be interpreted to limit the department head from imposing other appropriate disciplinary action for unsatisfactory performance or conduct.

LAYOFF/RECALL

When it is necessary to reduce the number of employees within a department, layoffs will be made within the overall affected department(s) on the basis of seniority by rank/position; ie: the last employee hired to their range/position within the affected department(s) shall be the first laid-off.

Qualified and available full time employees within eighteen (18) months from the date of lay-off shall be reinstated before new employees are hired. They shall be recalled in reverse order of their layoff to positions within range and/or classification or to positions for which they are otherwise qualified.

In the event an employee is recalled to full time employment, seniority shall again begin to accumulate to the employee's seniority at the time of lay-off. Any benefits paid at the time of lay-off shall not be paid again. The employee shall be placed at the step in the appropriate salary range closest to his/her salary at the time of lay-off.

Employees shall lose seniority and shall no longer be covered by the provisions of this Agreement for the following reasons:

**Discharge
Voluntary Quit, Resignation, or Retirement**

SCHEDULED WORK WEEK AND HOURS

The normal work schedule for members of the Association shall be as follows: **

Position	Dept.	Schedule	Hours/Week
Asst. Building Inspector*	CD	M-F 8:30 AM – 5:15 PM	40
Senior Building Inspector*	CD	M-F 8:30 AM – 5:15 PM	40
Asst. Assessor*	F&A	M-F 8:30 AM – 5:15 PM	40
Town Planner	CD	M-F 8:30 AM – 5:15 PM	40
Appraiser*	F&A	M-F 8:30 AM – 5:15 PM	40
Assistant Public Works Director	DPW	M-F 8:30 AM – 5:15 PM	40
Environmental Engineer	DPW	M-F 8:30 AM – 5:15 PM	40
Public Works Adm. Assistant*	DPW	M-F 8:30 AM – 5:15 PM	40
Admin. Support Coordinator	TM	M-F	32
Training Coordinator*	CS	TBD	40
GIS/Mgr./Planner*	CD	M-F 8:30 AM – 5:15 PM	40
Public Information Coordinator/ <i>Assistant Director</i> *	CS	TBD	40

The Town Hall will be closed to the public at 5:00 PM

* Non Exempt Employees

The Association recognizes that the work week and hours of the employees of the Department of Public Works must be flexible in order to meet the operational requirements of their respective Department.

Non-exempt employees who worked in Departments located outside of Town Hall shall be granted a one-half hour lunch break each work day and two fifteen minute rest breaks each working day.

4. Exempt and non-exempt employees who work in Town Hall shall be granted a forty-five (45) minute lunch break each work day and two, fifteen minute rest breaks each full working day.
5. Non-exempt employees required to attend meetings, hearings, or other Town activity or are otherwise required to work in excess of the normal work schedule due to operational requirements of their Department shall be compensated in wages at a rate of one and one-half times, or subject to the mutual agreement of the Department Head and the employee, be granted compensatory time at the rate of time and one-half times.
6. Exempt employees required to attend meetings, hearings or other Town activity or are otherwise required to work in excess of the customary work schedule due to operational needs of their Department shall be granted administrative time off due to extenuating personal needs. Except for emergency situations, administrative time shall be scheduled subject to need of the Department with forty-eight (48) hours advance

notice and may not exceed one day (shift) consecutively. Employees may, beginning July 1, 2010, exercise the option to cash out a maximum of forty (40) hours per fiscal year during the first pay period in June.

7. Employees who return to work prior to the next normal shift for attendance at Board or Commission meetings, for which the employee's job description requires their attendance shall be compensated for the actual hours worked, or, if the meeting's duration is less than three (3) hours, the employee may perform meeting-related duties after the meeting. The amount of time worked under these circumstances, including the meeting, shall not exceed a total of three (3) hours. Employees shall be compensated at the rate of time and one-half for all time actually worked.

Non-exempt employees required to attend court during their off-duty hours shall be paid a minimum of three (3) hours at time and one-half at that employee's regular hourly rate, less the witness fee received by such employees, or compensatory time at the rate of one and one-half the time spent in court inclusive of the statutory witness fee.

RECRUITMENT/PROMOTIONS

Positions for all promotional opportunities covered by this agreement shall be posted on departmental bulletin boards for a period of at least fourteen (14) calendar days. The posting shall include the current position description, wage salary range, shift assignment, test procedure and including weight of part of the test (if any). At the Town's discretion, opening may be advertised simultaneously with internal postings.

When qualified, based on job descriptions, current employees shall be given first consideration for promotional opportunities.

COMPENSATION AND PERFORMANCE BASED PAY PLAN

1. The Salary and Wage Schedule effective July 1, 2012 shall be as provided in Appendix A, and shall be adjusted per the cost of living increases as set forth below.

1.1 Effective July 1, 2012 the cost of living increase shall be 0% for all members of the unit.

1.2 Effective July 1, 2013 the cost of living increase shall be 2% for all members of the unit.

1.3 Effective July 1, 2014 the cost of living increase shall be 2% for all members of the unit.

1.4 Starting salaries may vary according to the credit given by the Town for relevant training, education and experience in excess of the minimum normally required for employment in each class and rank as determined by the functional department Head and/or the Employees Department Head or Immediate Supervisor.

PERFORMANCE PAY PLAN

2.1 Plan Administration:

- 2.1.a Each employee of the Association shall be evaluated at least once annually on or about the date of hire by their immediate supervisor. The evaluation shall become the basis for any available merit eligibility, and a determinant of unsatisfactory or substandard job performance.
 - * Evaluations shall be completed in writing using the applicable merit system performance evaluation form provided in Appendix B.
- 2.1.b Interim evaluations may be conducted at any time during the evaluation year as necessary due to unsatisfactory or substandard job performance, as evidenced by a “Does Not Meet Minimum Requirements” ranking. All such cases must be documented, including identification of the performance deficiency, a specific plan and time-table for achievement of a rating of at least “Meets Expectations” and a statement of disciplinary action imposed, if any.
- 2.1.c Employees are encouraged to maintain records of performance incidents throughout the evaluation year for use in supporting the yearly evaluation and all discussions up to and including appeals.
- 2.1.d Evaluations are to be as objective in nature as possible and may be appealed, but are not subject to the grievance procedure.
- 2.1.e Overall responsibility for administration of the program shall be vested with the Town Manager.

2.2 *Evaluation Classification Levels:*

<u><i>Evaluation Results</i></u>	<u><i>Merit Increase %</i></u>
	<u><i>Max. Rate</i></u>
<i>Outstanding</i>	<i>3.0%</i>
<i>Exceeds Expectations</i>	<i>2.5%</i>
<i>Meets Expectations</i>	<i>1.5%</i>
<i>Does Not Meet Minimum Requirements</i>	<i>0%</i>
<i>Unsatisfactory</i>	<i>0%</i>

2.3 Evaluation Conditions:

- 2.3.a To achieve an overall evaluation result at a designated level, an employee must be evaluated as having achieved that rating or a higher rating on at least one half (1/2) of his/her applicable rating categories. An employee evaluated as “Outstanding” on one half (1/2) or more of his/her applicable rating categories, except as otherwise provided below, will be considered as “Outstanding” and shall receive a merit increase as provided above. An employee evaluated as at least “Exceeds

Expectations” on one half (1/2) or more of his/her applicable rating categories, except as otherwise provided below, will be evaluated as “Exceeds Expectations” and receive a merit increase as provided above.

- 2.3.b In the event a rating category is not applicable to an employee’s job position, it should be so noted and not used in determining the employee’s evaluation result.
- 2.3.c Each category rating must be supported by specific details.
- 2.3.d In no event shall an employee rated as “Needs Improvement” in any category be eligible for a merit raise increase in excess of that provided for “Exceeds Expectations” regardless of overall rating score.
- 2.3.e Each category rating of “Does Not Meet Minimum Standards” must be supported by specific details and plan and time table, determined mutually by the employee and his/her supervisor, to achieve a rating of at least “Meets Expectations”. Failure to achieve an evaluation of at least “Meets Expectations” as provided in the plan and time table will result in disciplinary action.
- 2.3.f An employee rated as “Unsatisfactory” in any category will not be eligible for a merit increase in excess of that provided for “Meets Expectations” or if rated as “Unsatisfactory” in two or more categories will not be eligible for a merit increase; these provisions shall apply regardless of overall rating score and each such category rating must be supported by specific details and a plan and time table to achieve a rating of at least “Meets Expectations”. Failure to achieve a rating of at least “Meets Expectations” as provided in the plan and time table will result in additional disciplinary action up to and including termination.
- 2.3.g In the year that an employee achieves the maximum wage/salary rate for his/her classification, such employee shall receive any differential “between his/her evaluation results” and the maximum wage/salary for his/her classification in a lump sum award on a pro-rata basis, in accordance with the “over classification max rate.” Thereafter, an employee will be eligible for a lump sum award annually, as provided in 2.1a and in 2.2 above, for his/her “evaluation results.”
- 2.3.h Appeals: In the event an employee is not in agreement with his/her immediate supervisor’s evaluation, he/she may appeal the evaluation through progressive supervisory levels up to the Town Manager. Decision of the Town Manager shall be binding.

HOLIDAYS

The following twelve (12) paid holidays shall be granted to Association members:

New Year’s Day	Thanksgiving Day
President’s Birthday	Day After Thanksgiving Day
Memorial Day	½ Day on December 24

Independence Day	Christmas Day
Labor Day	½ Day on December 31
Columbus Day	Floating Holiday*
Veteran's Day	

* Scheduled at employee discretion subject to prior notice and needs of the Department.

If a non-exempt employee is required to work on a holiday which is his/her scheduled day off due to operational requirements, the employee shall be compensated with compensatory time off or pay, at the rate of one and one-half times in addition to his/her base pay for that day.

If an exempt employee is required to work on a holiday, due to operational requirements of the Department, the employee shall be granted compensatory time off.

VACATIONS

Vacation eligibility shall begin to accrue on a weekly basis from the date of hire for employees who shall be eligible for annual vacations based on the following schedule:

Length of Continuous Service:	Vacation Accrual Rate (Hours per Month)
Date of Hire to 24 months of service	6.66
25 th month through 36 th month	7.33
37 th month through 48 th month	8.00
49 th month through 60 th month	8.66
61 st month through 84 th month	10.66
85 th month through 120 th month	11.33
121 st month through separation	14.00

A newly-hired employee will not be permitted to schedule vacation during the six (6) month Probationary Period and will not be eligible to any vacation accrual if employment is terminated during the Probationary Period. Upon the successful completion of probation, the employee may, with the Department Head's approval, use up to five (5) working days (or shifts) of the first year's vacation accrual.

With Department Head approval, an employee may take vacation accrued in advance of the schedule provided in Section 1.

Employees may carry over accrued vacation as long as the total carry over and current year's eligibility does not exceed two (2) times the yearly total to which the employee is entitled.

Vacation time shall be taken according to a sign-up schedule which shall be posted during the calendar month of March. All members shall indicate their schedule of preference. In instances of conflict, the rule of departmental seniority within the bargaining unit shall govern. The number of persons who may take a vacation at any one time shall be determined at the sole discretion of the Department Head.

When an employee terminates his/her employment with the Town for any reason other than cause, he/she shall be compensated for 100% of all accrued vacation, provided that the employee has given at least two (2) week's advance notice of his/her intent to terminate employment with the Town.

Regular part time employees shall be eligible to provisions of this Article on a pro-rata basis.

Any employee eligible to carry over vacation days may opt for payment of up to five (5) vacation days on his/her anniversary date.

If a NHRS spiking assessment is in effect at the time of a member's retirement, then payment of all accrued leaves will be made 121 days following the last day of employment.

SICK LEAVE

1.Except as provided in 1.a, Sick Leave shall accrue at the rate of one (1) day per month. For employees on roll effective June 30, 2010 sick leave shall become due as earned at the end of the month and will accumulate if not used during the current year to maximum of ~~ninety (90)~~ *eighty-five (85)* days. Any employee who has accumulated in excess of *eighty-five (85)* ~~ninety (90)~~ days upon the effective date of this agreement, shall be grandfathered at that higher rate. Sick leave accrual shall be pro-rated for regular part-time employees.

1.aFor employees hired on or after July 1, 2010, sick leave shall become due as earned at the end of the month and will accumulate if not used during the current year to maximum thirty (30) days. Any employee who has accumulated in excess thirty (30) days upon the effective date of this agreement, shall be grandfathered at that higher rate, however said employee's grandfathered total shall be reduced by the number of sick days used. Any employee shall not accrue further sick days until such time as his/her accumulated amount falls below thirty (30) days, and shall thereafter only accrue to the thirty (30) day limit.

For the duration of the agreement, employees who have ten years of service and accumulated at least 30 days of sick leave, may cash in up to six sick leave days per year. The days deducted from the employee's sick leave bank shall be three times the number of days cashed in, and shall be subject to the accrual limitations as set forth in Section 1 of this Article.

The Town shall have the right at all times to investigate any sickness claimed by an employee. At the discretion of the Department Head or Employees Department Head or Immediate Supervisor, a doctor's certificate may be required for absence due to illness. When such certificate is required for three or more days of absence, it shall be at the expense of the employee. When a doctor's certificate is required for less than three days, it shall be at the expense of the Town.

Sick leave may be used for actual non-work related sickness or injury of the employee. Sick leave, at the discretion of the Department Head, may be granted to an instance of illness of a member of the employee's immediate family, not to exceed five (5) working days per year. For purposes of the Section, immediate family shall be: husband, wife, dependent child or parent of either the employee or employee's spouse.

At the time of voluntary termination of employment or layoff, an employee on roll effective June 30, 2010 shall be entitled to receive compensation as follows:

YEARS OF SERVICE

1 - 5
6 - 10
11 - 15
Over 15

COMPENSATION*

5 DAYS (40 HOURS)
10 DAYS (80 HOURS)
12.5 DAYS (100 HOURS)
30 DAYS (240 HOURS)

4.a. In the event termination of employment is the result of the employee's death, his/her beneficiaries shall be entitled to receive compensation for the above-stated accrued sick leave.

Notification of absence shall be given as early as possible on the first day of absence. If such notification is not made, such absence may, at the discretion of the Department Head, be applied to absence without pay.

If an employee has no sick leave credits, an absence shall be charged at the discretion of the Department Head to absence without pay or vacation leave. If the latter is used, the employee must first approve of its use.

Any non-work related accident or illness in excess of fifteen (15) consecutive calendar days shall be treated in accordance with ARTICLE 23 - INSURANCE, Section 5 - Short Term Disability; however, an employee may elect to use accrued sick time to offset the Town's insurance to maintain his/her full wages during the term of disability until all such accrued sick leave has been exhausted.

Employees who are re-employed following an absence of not more than one year shall be credited with their remaining unused sick leave, exclusive of payment made in accordance with Section 4 of this ARTICLE, as of their termination date providing that the absence was due to: (a) illness of the employee and not because of illness of the immediate family; (b) dismissal through no fault or delinquency attributable solely to such employee; or (c) injury which in the service to the Town in the line of duty and for which the employee would be entitled to Worker's Compensation benefits.

Sick leave abuse shall constitute grounds for disciplinary action.

Regular part time employees shall be eligible to provisions of this Article on a pro-rata basis.

If a NHRS spiking assessment is in effect at the time of a member's retirement, then payment of all accrued leaves will be made 121 days following the last day of employment.

PERSONAL LEAVE

Employees who have completed their probation may apply for and be granted unpaid leave of absence for personal reasons. Such leave shall be requested in writing through the appropriate channels to the Department Head. The Department Head shall submit a recommendation to the Town Manager whose decision shall be final and binding.

When unpaid leaves of absence exceed sixty (60) days, seniority will cease to accumulate for the additional period beyond sixty (60) days.

Any employee who accepts employment or conducts a business during a leave of absence shall be immediately terminated unless such activities had been previously approved by the Department Head.

Employees shall be granted one (1) paid personal day per fiscal year at their standard daily rate. Scheduling shall be with the approval of the Department Head and may be taken in one-half (1/2) day increments. There shall be no carry-over of personal days from one fiscal year to the next.

BEREAVEMENT LEAVE

Bereavement leave of three (3) working days with pay between the date of death and the date of the funeral inclusive shall be granted an employee in the event of the death of his/her:

Spouse	Grandchild	Sister	Sister-in-Law
Father	Grandmother	Brother	Brother-in-Law
Mother	Grandfather	Child	Aunt
Father-in-Law	Uncle		Mother-In-Law

Under extenuating circumstances, two (2) additional days may be granted under Paragraph 1 of this ARTICLE with written approval of the Department Head; such days will be without pay or charged to vacation time or sick leave at the employee's discretion.

Employees may be granted three (3) days paid leave in the event of a serious life-threatening illness of a member of that employee's immediate family; granting of any such leave shall be at the sole discretion of the Department Head and the Department Head's refusal to grant any such leave shall not be subject to the grievance or arbitration provisions set forth in ARTICLE 27 - GRIEVANCE PROCEDURE.

Regular part time employees shall be eligible to the provisions of this Article on a pro-rata basis.

MILITARY LEAVE

In situations where it is required that an employee fulfill a two-week annual military obligation, the Town agrees to pay the difference between the employee's regular salary and the base pay received from the military, based on satisfactory evidence of such service and pay provided to the employee's immediate supervisor.

JURY DUTY

An employee who is called as a juror shall assign payment received by the employee ("sign over" the checks) for such service to the Town and will receive their regular rate of pay (budget wage less normal deductions, not including overtime) except that in no event shall an employee be expected to assign an amount in excess of his/her regular rate of pay.

Employees who are called to jury duty and are excused from jury duty for a day or any portion thereof during their normal work schedule shall be required to report to their regular work assignment as soon as is reasonably possible after being excused.

Satisfactory evidence of such service must be submitted to the employee's immediate supervisor.

INSURANCE

1.AThe Town shall contribute towards the cost of health insurance at eighty percent (80%) of the Blue Choice Plan One with Rider (*or comparable coverage*) plan for single, two-person or family coverage. In the event an employee opts for a plan with more comprehensive coverage than Blue Choice Plan One with Rider (*or comparable coverage*), the employee will pay the additional premium cost over and above the twenty percent cost share of the Blue Choice Plan (*or comparable coverage*). In the event the employee opts for a less expensive plan than the Blue Choice, the Town shall contribute an amount equal to its obligation under the Blue Choice plan (*or comparable coverage*) for single, two-person or family coverage.

1.B. *In lieu of coverage listed in Section 1.A., employees may opt to participate in Lumenos, a Health Savings Account – Qualified High-Deductible Health Plan. The Town shall contribute eighty percent (80%) of the premium cost of the Matthew Thornton Blue program, and shall contribute to the employee's Health Savings Account as follows:*

<i>Year 1 of Participation</i>	<i>100% of Town Savings (Difference between Lumenos Health Plan and 80% of Matthew Thornton)</i>
<i>Year 2 of Participation</i>	<i>100% of Town Savings (Difference between Lumenos Health Plan and 80% of Matthew Thornton)</i>
<i>Year 3 of Participation</i>	<i>50% of Town Savings (Difference between Lumenos Health Plan and 80% of Matthew Thornton)</i>

Payments to the Health Savings Account shall be made in three equal installments on the first pay period of July, August and September in the fiscal year; employees who opt out of the coverage prior to the end of a coverage year agree to authorize payroll deductions from the employee's compensation an amount equal to the proportional share of account contributions not earned (1/12 basis per month), or to deduct from an employee's final compensation when separating from town employment.

Employees promoted into the unit shall have the same level of coverage received prior to promotion.

Regular full time employees who are eligible and opt not to subscribe to a town sponsored health plan shall receive \$2,500 per year. Payment shall be divided equally and payable to eligible employees during the employee's regular pay period.

Dental Insurance:

- 3.1 The Town agrees to provide at no cost to employees dental insurance through Northeast Delta Dental, Option III (*or comparable coverage*), Coverage A - 100%, Coverage B - 80%, Coverage

C - 50%, with \$25/\$75 deductible and \$1,000 maximum per year or equal coverage offered shall be single, two-person, or family membership.

Life Insurance and Disability:

- 4.1 The Town shall provide, at no expense to employees, life insurance equal to one (1) year's salary up to a maximum of \$50,000, with benefits for dismemberment.

Short and Long Term Disability:

- 5.1 The Town shall provide, at no expense to employees, short-term disability insurance covering non-work related accidents and illness to commence on the sixteenth (16th) day of such illness or accident with a maximum benefit period of twenty-six (26) weeks at 66 2/3% of the employee's basic weekly earnings to a maximum of seven hundred fifty dollars (\$750).
- 5.2 The Town shall provide, at no expense to employees, long term disability insurance covering non-work related accidents or illness to commence after the twenty-sixth (26) week of such accident or illness at 66 2/3% of the employee's basic monthly earnings.

Indemnification of Association Members:

- 6.1 The Town shall indemnify and save harmless any employee covered by this Agreement and acting within the scope of his/her employment and authority from personal financial loss and expense including reasonable legal fees and costs, if any, arising out of any claim, demand, suit or judgment by reasons of: (a) Negligence of other act resulting in accidental injury to a person or accidental damage to or destruction of property, and (b) Any act or omission constituting a violation of civil rights of any person under Federal Law if such act or omission was not committed with malice. The Town shall supply the employee with counsel or, if there is a legal conflict of interest, pay his or her reasonable attorney's fees. The operation of this paragraph is contingent upon the employee's cooperation with the Town in the defense of any action brought against the employee and/or the Town.

Flexible Benefit Plan:

- 7.1 Employees shall be eligible to participate in the Town's Flexible Benefit Plan eligibility for health insurance and a health insurance buyout as provided in Sections 1 and 2 of this Article. Each Plan Year shall extend from July 1, through June 30 of each year for the life of the contract. Personal election forms and options for each Plan Year shall be published sufficiently in advance of July 1 of each year to provide for employee enrollment / changes / cancellation.

Medi-Comp III:

- 8.1 The Town shall provide Medi-Comp III coverage, at the employee's expense, to employees who, upon reaching sixty-five (65) years of age and qualifying for retirement under the rules and regulations of the New Hampshire Retirement System, retire from employment with the Town provided that such employees have worked for the Town for a minimum of ten (10) years.

The Town reserves the right to make changes in the insurance carriers, claims administrator organization, or method of providing Insurance-Supplementary Compensation at any time that financial or service considerations make such a change, in their opinion, advisable, providing such change shall not increase cost to the employee by means of deductibles, co-payments and that the overall benefits structure shall be comparable to the plan replaced, except as otherwise provided for in this Article.

WORKERS' COMPENSATION

All employees of the Town who are injured or incur a job related illness while in the performance of their duties shall receive any difference between their Workers' Compensation award and their base pay while on injury/illness for a period of twelve (12) months from date of such injury or illness. Following the period of twelve (12) months, employees may utilize any accrued vacation, sick leave, or personal days to cover any differential between their workers' compensation benefits and their regular base pay subject to all applicable deductions. The employee shall be responsible for payment of any contractual deduction (e.g., health insurance); failure to meet such payment for such obligations shall result in cancellation of the applicable benefit.

If an employee is denied benefits, he/she must repay the Town for all compensation received by virtue of payments provided under Paragraph 1. Repayment will be accomplished by charging sick leave, and/or personal days and/or vacation time (in that order), both current and future, until the overpayment has been satisfied.

CLOTHING

If Association members are required to wear a uniform, the Town will provide the initial uniform issue to those employees. The uniform shall be specified by the Department Head, who shall maintain a list of approved uniform clothing items.

2. Employees required to wear a uniform shall receive an annual uniform allowance of eight hundred dollars (\$800.00) per year for the purposes of purchasing and maintaining required uniforms. The allowance shall be paid as a lump sum to the member. The parties agree, as a material term of this agreement, that the member is fully responsible for his/her uniform and its appearance.

Any clothing provided by the Town, including boots, other than police or fire uniforms that do not bear the Town logo and can be worn off duty are subject to Federal Income Tax.

EDUCATIONAL INCENTIVE

Any employee who has or subsequently earns a Master's or Doctorate degree shall receive an annual educational incentive of \$500 for a Master's Degree or \$1,000 for a Doctorate degree, provided such degrees are deemed to be directly function-related by the employee's Department Head. Such incentives are not cumulative and shall be payable in regular pay intervals installments throughout the year.

Any employee hired on or after July 1, 1994 who achieves a Master's or Doctorate degree in a directly function-related curriculum as determined by the functional Department Head shall receive a one-time lump sum award of \$500 for each such degree, except that there shall be no multiple awards for multiple degrees.

Employees shall receive actual tuition payments for courses passed in a job related degree program, certificate program or any other program approved by their department head. Tuition shall be paid directly to the college or program offered for said courses on a first come first served basis up to a total of Eight Thousand Dollars (\$8,000) per contract year for all association members; excepting that in the event that any portion of the Eight Thousand Dollars (\$8,000) is not disbursed in any contract year, such balance shall be carried over to the next contract year, except that in no event shall a combined carry-over and current contract year appropriation exceed Ten Thousand Dollars (\$10,000).

~~CERTIFICATION INCENTIVES~~

~~OUTSIDE WORK DETAILS~~

DISCIPLINE AND TERMINATION FOR CAUSE

An employee may be disciplined or terminated/dismissed if there is found to be just cause for such action. Just cause shall include, but not be limited to, the following:

- 1.1 Incompetence
- 1.2 Improper behavior in the line of duty
- 1.3 Behavior detrimental to the Town
- 1.4 Failure to carry out assigned duties.

All of the above shall be subject to the grievance procedure.

GRIEVANCE PROCEDURE

Definition

- 1.1 A grievance under this article is defined as an alleged violation of any of the provisions of this Agreement, except as provided for in ARTICLE 6 - MANAGEMENT RIGHTS.
- 1.2 An employee who has a "complaint" may take up the complaint with his/her immediate supervisor verbally within five (5) working days of the incident or the date the employee could reasonably have first been made aware of the incident, before processing the complaint as a formal grievance. The immediate supervisor shall give his/her answer within five (5) working days. It is anticipated that nearly all complaints can be resolved informally without grievance.

Each grievance submitted by the Association must be in writing and must contain a statement of facts surrounding the grievance, and the provision(s) of this Agreement allegedly violated; the relief requested, and the extent to which the grievant has sought an informal adjustment of the grievance.

- 2.1 Written grievances must be submitted to an Association member's Department Head within five (5) working days of the incident or the date the employee could reasonably first been made aware of the incident or, in the event a complaint has been filed within five (5) working days of denial of the complaint by the immediate supervisor. The Department Head will meet with the employee within five (5) working days after receipt of the written grievance, and will give a written reply to the employee within five (5) working days thereafter.

If the employee is not satisfied with the Department Head's decision, he/she may file, within three (3) working days following the Department Head's decision, a written appeal with the Employees Department Head or Immediate Supervisor or his/her designated representative, who shall hold an informal hearing with the affected employee, a representative of the Association, and the Department Head, within five (5) working days of the receipt of the appeal, and provide a written decision within five (5) working days.

If the employee is not satisfied with the decision of the Employees Department Head or Immediate Supervisor, the Association may file, within twenty (20) calendar days, following the receipt of the decision of the Town Manager a request for arbitration to the New Hampshire Public Employee Labor Relations Board, (PELRB), under its rules and regulations. The decision of the arbitrator shall be final and binding on the parties.

- 4.1 The cost of the arbitrator shall be borne equally by the Town and the Association with each party responsible for its own costs.
- 4.2 The foregoing time limitations may be extended by mutual agreement of the parties.
- 4.3 Failure of the grievant to abide by the time limits set out in this article shall result in the grievance being deemed abandoned.
- 4.4 Failure of the Town to abide by the time limits set out in this article shall result in the grievance being deemed granted.

FAMILY AND MEDICAL LEAVE

General Provisions:

Under the provisions of the Family and Medical Leave Act of 1993 ("FMLA"), all employees who worked at least 1,250 hours during the prior twelve (12) months are entitled to take not more than twelve (12) work weeks unpaid FMLA of absence in a twelve (12) month period (as defined below) in the event of:

the birth of a child in order to care to the child (leave must be taken within twelve (12) months of the birth);

an adoption or foster care placement of a child in order to care for the child (leave must be taken within twelve (12) months of the placement);

a serious health condition of the employee's parent, spouse, minor child or adult child when the ill person is not capable of self care and the employee is needed for such care; or

a serious health condition of the employee which results in the employee's inability to perform his or her job.

As stated above, an eligible employee is entitled to a total of twelve (12) work weeks of leave during any twelve (12) month period. That twelve (12) month period is defined as a "rolling" twelve (12) month period backward from the date an employee uses any FMLA leave. For example, if an employee has taken eight (8) weeks of FMLA leave during the past twelve (12) months, an additional four (4) weeks of leave could be taken when a second leave is requested. As further example, if an employee takes four (4) weeks of FMLA leave beginning September 1, 1994, and four (4) weeks of FMLA leave beginning December 1, 1994, when the employee requires additional FMLA leave on March 1, 1995, the employee would have available four (4) weeks of FMLA leave as he/she had taken eight (8) weeks in the twelve (12) months prior to March 1, 1995. In other words, number of weeks which an employee has available upon the beginning of a FMLA leave shall be twelve (12) weeks less the number of FMLA leave weeks taken in the twelve (12) month period prior to the beginning of the current FMLA leave (the "Available Leave Weeks").

FMLA leaves for the birth or placement for adoption or foster care of a child, as described in paragraphs (A) and (B) above, must be taken all at once unless otherwise agreed to by the Employees Department Head or Immediate Supervisor. If medically necessary, FMLA leaves due to illness as described in paragraphs (C) and (D) above may be taken on an intermittent or reduced leave schedule. If FMLA leave is requested on this basis, however, the Employees Department Head or Immediate Supervisor may require the employee to transfer temporarily to an alternative position which better accommodates periods of absence or a part time schedule, provided that the position has equivalent pay and benefits.

An employee's accrued, unused vacation and/or personal time will be included as part of the twelve (12) week leave requirement for A or B FMLA leaves listed above. For example, an employee with two (2) weeks earned, unused vacation is required to use that time before taking not more than ten (10) additional unpaid weeks. For type C FMLA leave, an employee will be required to use one-half (½) of all accrued sick time and/or unused vacation and/or personal time. For a type D FMLA leave, employees will be required to use accrued unused vacation, personal and/or sick time for the fourteen (14) days prior to commencement of Short Term Disability as provided in ARTICLE XXII INSURANCE Section 5 and thereafter may utilize unused vacation, personal and/or sick leave if the Short Term Disability payment is less than the employee's regular weekly pay.

For type A and B FMLA leaves the employee may at his/her option utilize accrued sick leave to cover any period of otherwise unpaid leave. For a type C FMLA leave the employee may at his/her option use any accrued sick leave and/or unused vacation and/or personal leave remaining after application of the one-half (½) usage required for a type C FMLA leave.

When an employee requests any leave of absence which qualifies as leave under the FMLA, the Employees Department Head or Immediate Supervisor may designate such leave as FMLA leave upon written notification to the employee.

Status of Employee Benefits:

While on FMLA leave, employees may continue to participate in the Town's group health insurance in the same manner as employees not on FMLA leave. In the event of unpaid FMLA leave, an employee's share of any medical insurance premiums shall be paid to the Town once per month in advance on the first day of each month. In the event that the employee elects not to return to work upon completion of a FMLA leave of absence, the Town may recover from the employee the cost of any payments to maintain the employee's medical coverage, unless the employee's failure to return to work was for reasons beyond the employee's control. Benefit entitlements based on length of service will be calculated as of the last paid work day prior to the start of the leave of absence; for example, an employee on leave will not accrue vacation or sick time. At the end of an authorized FMLA leave, an employee will be reinstated to his or her original or a comparable position.

Basic Regulations and Conditions of Leave:

The Town will require medical certification to support a claim for FMLA leave for an employee's own serious health condition or to care for a seriously ill child, spouse or parent. For the employee's own medical leave, the certification must include a statement that the employee is unable to perform the functions of his or her position. For FMLA leave to care for a seriously ill child, spouse or parent, the certification must include an estimate of the amount of time the employee is needed to provide care. In its discretion, the Town may require a second medical opinion and periodic recertifications at its own expense. If the first and second opinions differ, the Town, at its own expense, may require the binding opinion of a third health care provider, approved jointly by the Town and the employee. Notification and Reporting Requirements:

When the need for FMLA leave is foreseeable, such as the birth or adoption of a child, or planned medical treatment, the employee must provide reasonable prior notice, and make efforts to schedule leave so as not to disrupt Town operations. In cases of illness, the employee will be required to report periodically on his or her FMLA leave status and intention to return to work. At the expiration of any FMLA leave due to the employee's own illness, the employee must present a written authorization from his/her doctor stating that the employee is ready to return to work.

Procedures:

A Request for Family and Medical Leave of Absence Memo must be originated in duplicate by the employee. This memo should be completed with full details, signed by the employee and then submitted to the employee's department head for proper approvals. If possible, the memo should be submitted thirty (30) days in advance of the effective date of the FMLA leave.

All requests for FMLA leaves of absence due to illness will include the following information attached to a completed Request for Family and Medical Leave of Absence Memo: Sufficient medical certification stating:

- 1) the date on which the serious health condition commenced;
- 2) the probable duration of the condition; and
- 3) the appropriate medical facts within the knowledge of the health care provider regarding the condition.

In addition, for purposes of FMLA leave to care for a child, spouse, or parent, the certificate should give an estimate of the amount of time that the employee is needed to provide such care. For purposes of FMLA leave for an employee's illness, the certificate must state that the employee is unable to perform the functions of his or her position. In the case of certification for intermittent FMLA leave or FMLA leave on a reduced leave schedule for planned medical treatment, the dates on which such treatment is expected to be given and the duration of such treatment must be stated.

Coordination with Maternity Leave:

The Town provides employees a leave of absence for the period of temporary physical disability resulting from childbirth and related medical conditions. A maternity leave begins when an employee is medically determined to be disabled and ends when medically determined to be able to return to work and is paid in accordance with the provisions of the Town Short Term Disability Plan.

Maternity leave will be treated in the same manner as a type D FMLA leave of absence. The employee is required to exhaust accrued, unused vacation, personal and sick time before taking any unpaid leave. However, maternity leaves are not limited by any measure other than the period of medical disability.

An employee who uses less than the Available Leave Weeks for type D leave for maternity may take additional type A FMLA leave after the end of the disability period for a period not to exceed the Available Leave Weeks.

Coordination with Other Town Policies; Reference to FMLA and Federal Regulations:

In the event of any conflicts between this policy and other Town policies, the provisions of this policy shall govern; however, if any provision of a Collective Bargaining Agreement exceeds the benefit offered herein, the Agreement shall control for those covered employees. The FMLA and the FMLA federal regulations issued by the U.S. Department of Labor contain many limitations and qualifications for entitlement and governance of FMLA leave not stated herein. The terms of the FMLA and the FMLA federal regulations are incorporated herein and will be applied in all instances of requested or designated FMLA leave.

DURATION OF AGREEMENT

This agreement shall be in full force and effect on ***July 1, 2012*** at 12:00 AM and shall expire on midnight, ***June 30, 2015***.

MUTUAL AGREEMENT

Any article in this agreement may be opened to negotiations upon mutual agreement between the elected representative of the Association and the Town.

SEVERABILITY

In the event that any article or section of an article of this Agreement is declared to be illegal, void, or invalid in whole or in part by a Court of competent jurisdiction after all appeals, if any, have been exhausted, all other articles and sections of articles shall remain in full force and effect to the same extent that the article or section of an article declared to be illegal, void, or invalid had never been incorporated into this agreement.

ASSOCIATION

President **Date**

Chief Steward **Date**

Steward **Date**

Alternate Steward **Date**

TOWN

Town Manager **Date**

APPENDIX A: LAEA SALARY SCHEDULE

(Based upon a 40 hour work week; part-time positions shall be pro-rated accordingly)

Effective 7/01/2012

<u>POSITION</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
Admin. Support <i>Coordinator</i>	\$50,288.38	\$67,819.79
Appraiser*	\$38,579.79	\$50,868.31
Assistant Public Works Director	\$71,842.78	\$89,183.20
Asst. Assessor*	\$50,288.38	\$67,819.79
Asst. Building Inspector/ <i>Deputy Health Officer*</i>	\$46,085.24	\$63,099.96
Environmental Engineer	\$60,170.96	\$74,328.83
GIS Project Manager/Planner*	\$53,092.02	\$67,819.79
Public Information Coordinator / Asst. Director *	\$35,738.32	\$47,651.09
Public Works Administrative Assistant *	\$40,113.97	\$54,271.84
Senior Building Inspector/ <i>Health/Zoning Officer*</i>	\$50,288.38	\$67,819.79
Town Planner	\$50,288.38	\$67,819.79
Training Coordinator	\$34,356.44	\$44,172.56

*Non-exempt employee

**~~Based on 32-hour work week~~

**TOWN OF LONDONDERRY
PERFORMANCE EVALUATION
LAEA**

Employee: _____ **Date of Hire:** _____

Title: _____ **Anniversary Date:** _____

Appraisal Period From: _____ **To:** _____ **Date of Appraisal:** _____

INSTRUCTIONS

1. The Employees Department Head or Immediate Supervisor shall advise the employee two weeks in advance of the upcoming appraisal and give the employee a performance evaluation form to complete the self-rating section independently.
2. The Employees Department Head or Immediate Supervisor shall complete each item on the form and attach additional sheets if necessary. The employee shall complete the self-rating in Sections I & II and provide the Employees Department Head or Immediate Supervisor with a copy prior to the appraisal interview (Section IV).
3. In Section I, the employee and the Employees Department Head or Immediate Supervisor shall independently rate the employee's performance in each of the performance dimensions.

Consider each performance dimension separately and do not allow your rating on one dimension to influence your judgment on others. For each, provide specific examples or critical incidents of performance to explain and support your ratings.
4. In Section II, the employee and the Employees Department Head or Immediate Supervisor shall list, comment on and independently evaluate progress made on the objectives decided upon by the employee and Employees Department Head or Immediate Supervisor in the previous appraisal interview which the employee was held accountable for during this appraisal period.
5. Section III: should be used for the Employees Department Head or Immediate Supervisor's comments on the employee's performance, for example: Outstanding achievements, strengths, weaknesses, unique capabilities, developmental needs and overall work product.
6. In Section IV, the employee and the Employees Department Head or Immediate Supervisor shall meet and discuss differences in perceptions in Sections I & II.
7. Section V shall be completed at a meeting of the employee and Employees Department Head or Immediate Supervisor. The participants shall discuss and list mutual objectives to be accomplished during the ensuing year. If possible, the criteria by which each objective will be measured shall also be listed.
8. The employee shall use Section VI to make desired comments concerning the evaluation and sign and date the form.

9. After completing Sections I, II, III, IV and V, the Employees Department Head or Immediate Supervisor shall sign and date the form in Section VII.

11. A completed copy shall be made available to the employee. The Employees Department Head or Immediate Supervisor will retain the original for inclusion in the employee's personnel file.

RATING SCALE

1) **Does Not Apply**

2) **Does Not Meet Minimum Requirements** – Results show deficiencies which seriously interfere with the attainment of the principal responsibilities of the job.

Needs Improvement

3) The employee's overall performance has not yet met the standards for this position.

4) Improvement is needed primarily in the specific areas noted in the comments.

5) **Meets Expectations** – Results show job responsibilities are being performed competently.

6) **Exceeds Expectations** – Results show achievements which are valuable to the organization and are beyond the job's objectives. Such performance exceeds what is reasonably expected of an individual in this job classification who is fully performing the position's responsibilities.

7) **Outstanding** – Results show achievements which consistently far exceed all of the position's responsibilities. This individual displays the highest degree of initiative, requires minimum supervision and performs exceptionally well under all conditions.

APPRAISAL OF PERFORMANCE

The employee and the Employees Department Head or Immediate Supervisor shall independently rate each performance dimension. Consider each dimension separately and do not allow your scoring on one dimension to influence your judgment on others. Provide specific examples of critical incidents of performance to explain and support your rating. The characteristics of each performance dimension is attached to this evaluation.

Ratings:	1) Does not Apply	5) Meets expectations
	2) Does not meet min. requirements	6) Exceeds expectations
	3) Overall improvement needed	7) Outstanding
	4) Specific improvement needed	

**EXEMPT EMPLOYEE
PERFORMANCE DIMENSIONS**

Employee

Supervisor

1. COMMUNICATIONS

Comments: ADM – _____

EMP – _____

2. ABILITY TO ANALYZE AND SOLVE PROBLEMS

Comments: ADM – _____

EMP – _____

3. DECISION MAKING

Comments: ADM – _____

EMP – _____

4. PLANNING & ORGANIZATION

Comments: ADM – _____

EMP – _____

**EXEMPT EMPLOYEE
PERFORMANCE DIMENSIONS**

5. MANAGEMENT CONTROL

Comments: ADM – _____

EMP – _____

6. LEADERSHIP

Comments: ADM – _____

EMP – _____

7. INTERPERSONAL SENSITIVITY

Comments: ADM – _____

EMP – _____

8. FLEXIBILITY AND INNOVATION

Comments: ADM – _____

EMP – _____

**EXEMPT EMPLOYEE
PERFORMANCE DIMENSIONS**

9. HANDLING STRESS

Comments: ADM – _____

EMP – _____

10. TECHNICAL KNOWLEDGE

Comments: ADM – _____

EMP – _____

II. APPRAISAL OF GOALS & OBJECTIVES -- The employee and the Employees Department Head or Immediate Supervisor shall list, comment and independently evaluate the progress made on the objectives developed during the previous appraisal process for which the employee was held accountable during this evaluation period.

- Ratings:**
- 1) Not Met - Critical Goal
 - 2) Not Met - Secondary Goal
 - 3) Met
 - 4) Exceeded

		ADM	EMP
1)	_____	_____	_____

Rating:

Comments: _____

		ADM	EMP
2)	_____	_____	_____

Rating:

Comments: _____

**EXEMPT EMPLOYEE
PERFORMANCE DIMENSIONS**

3) _____

Rating: _____

Comments: _____

4) _____

Rating: _____

Comments: _____

5) _____

Rating: _____

Comments: _____

6) _____

Rating: _____

Comments: _____

7) _____

Rating: _____

Comments: _____

8) _____

Rating: _____

Comments: _____

**EXEMPT EMPLOYEE
PERFORMANCE DIMENSIONS**

III. DEPARTMENT HEAD OR IMMEDIATE SUPERVISOR'S NARRATIVE --- Comment on the employee's performance, including such things as outstanding achievements, strengths, weaknesses, unique capabilities, developmental needs and overall work product. Identify steps taken to effect any necessary changes during this appraisal period.

IV. APPRAISAL INTERVIEW FOR EMPLOYEE AND DEPARTMENT HEAD OR IMMEDIATE SUPERVISOR --- During this discussion, comment on the differences in perceptions in Sections I & II.

V. GOALS AND OBJECTIVES FOR THE ENSUING EVALUATION YEAR --- The employee and Employees Department Head or Immediate Supervisor shall meet to discuss mutual objectives to be attained for the ensuing evaluation year. Goals shall also be identified as mission critical or secondary goals.

- 1) _____

- 2) _____

- 3) _____

**EXEMPT EMPLOYEE
PERFORMANCE DIMENSIONS**

4) _____

5) _____

6) _____

7) _____

8) _____

VI. EMPLOYEE'S COMMENTS (OPTIONAL):

I have met with the Employees Department Head or Immediate Supervisor to discuss this performance appraisal. I have had an opportunity to comment on this appraisal in the space above and a copy of the completed document was given to me.

SIGNATURE OF EMPLOYEE: _____ **DATE:** _____

VII. RECOMMENDATION FOR MERIT INCREASE:

- _____ Grant merit increase as scheduled.
- _____ Delay merit increase _____ days pending further evaluation.
- _____ Deny merit increase for this evaluation period.

SIGNATURE OF DEPARTMENT HEAD OR IMMEDIATE SUPERVISOR

_____ **DATE:** _____

APPROVAL OF TOWN MANAGER: _____ **DATE:** _____

EXEMPT EMPLOYEE
PERFORMANCE DIMENSIONS

COMMUNICATIONS

Is able to express ideas clearly, concisely and effectively in both oral and written forms.

Is able to persuade, summarize and justify ideas.

Actively listens.

Accepts and offers constructive criticism.

Gives and receives feedback. and is able to draw others into the conversation.

ABILITY TO ANALYZE AND SOLVE PROBLEMS

Understands and correctly interprets situations.

Correctly identifies problems and their causes.

Is able to research, separate and integrate relevant data, perceive similarities and differences, distill the essence of an idea or problem, break complex problems into components for analysis and recognize when more information is needed.

Utilizes a variety of resources when analyzing a problem: i.e. reading material, staff personnel, verbal or written communications with others.

Logically analyzes problems, makes effective judgements and maintains a good track record of accuracy.

Uses common sense and discretion.

DECISION MAKING

Recognizes when a decision is necessary and displays a readiness to make a decision.

Identifies possible alternative solutions and chooses the appropriate one.

Realizes possible ramifications and impact of each decision.

Makes timely decisions.

EXEMPT EMPLOYEE
PERFORMANCE DIMENSIONS

PLANNING AND ORGANIZATION

Sets realistic goals and objectives and establishes logical priorities so as to maximize staff and material resources to increase efficiency.

Coordinates, schedules and anticipates events and carries out projects to meet deadlines.

MANAGEMENT CONTROL

Understands and applies principles of employee selection, training and development, supervision and evaluation.

Coordinates and delegates work within the department.

Is able to assess capabilities and skills of staff in order to use them to the fullest.

Keeps subordinates informed on new developments and prevents/handles personnel problems in accordance with established procedures.

Works towards affirmative action goals.

Makes accurate cost estimates and financial projections, prepares and executes budget within appropriations.

Optimizes productivity within financial resources.

LEADERSHIP

Is able to guide and motivate individuals to perform to the maximum of their ability.

Is able to work with and through individuals at various levels to accomplish a task.

Is assertive, impartial and shows good initiative.

Maintains an active interest in and concern for management problems throughout the organization and facilitates inter/intra departmental cooperation.

Displays loyalty to the organization and dedication to the job.

Gains the respect, confidence, loyalty and support of others.

Promotes a positive personal, professional and organizational image.

EXEMPT EMPLOYEE
PERFORMANCE DIMENSIONS

INTERPERSONAL SENSITIVITY

Willingly listens to suggestions, considers the view of others and accepts criticism.

Is able to interact diplomatically and makes appropriate statements or actions in dealing with hostile persons or situations.

Establishes rapport and is sensitive to the needs and feelings of others.

Maintains an open and approachable manner.

Is able to separate personal feelings from business matters.

FLEXIBILITY AND INNOVATION

Is open minded and able to adapt to changing circumstances.

Displays initiative, drive and creativity when confronted with a problem which is difficult to solve using conventional methods.

Displays originality and resourcefulness.

HANDLING STRESS

Remains calm while maintaining a positive attitude in stressful or frustrating situations.

Is able to persevere and defend solutions under adverse conditions.

Maintains a high level of motivation.

Is able to think clearly, logically and rationally under pressure.

TECHNICAL KNOWLEDGE

Level of technical skill is consistent with present job requirements.

Keeps abreast of technical and legal developments in the field.

NON-EXEMPT EMPLOYEE PERFORMANCE EVALUATION

This evaluation is to let you know how you have performed on the job in the past twelve months in the judgement of your supervisor. You and your supervisor should discuss, assess and summarize your performance based on objectives, responsibilities and performance factors. You and your supervisor should clarify expectations, set specific objectives and identify action you can take to maintain or increase your effectiveness.

1. DEPENDABILITY

Regularly demonstrates the ability to perform the duties/responsibilities of his/her position well with a minimum of supervision; consistently meets deadlines.

- Outstanding ()
- Exceeds Standards ()
- Satisfactory Performance ()
- Needs Improvement ()
- Unsatisfactory ()

Comments:

2. DISCRETION:

Appropriately exhibits and applies discretion within the parameters of authority established for his/her protection.

- Outstanding ()
- Exceeds Standards ()
- Satisfactory Performance ()
- Needs Improvement ()
- Unsatisfactory ()

Comments:

NON-EXEMPT EMPLOYEE PERFORMANCE EVALUATION

3. PUBLIC CONTACT:

Deals courteously and tactfully with the public and the Town Council; projects a positive image for the Town.

- Outstanding ()
- Exceeds Standards ()
- Satisfactory Performance ()
- Needs Improvement ()
- Unsatisfactory ()

Comments:

4. INITIATIVE:

Regularly demonstrates the willingness and ability to initiate and expand work assignments; does not wait for direction of supervisor to initiate work.

- Outstanding ()
- Exceeds Standards ()
- Satisfactory Performance ()
- Needs Improvement ()
- Unsatisfactory ()

Comments:

5. COOPERATION:

Works effectively with supervisors and peers; takes direction well; demonstrates a team orientation.

- Outstanding ()
- Exceeds Standards ()
- Satisfactory Performance ()
- Needs Improvement ()
- Unsatisfactory ()

Comments:

NON-EXEMPT EMPLOYEE PERFORMANCE EVALUATION

6. JOB KNOWLEDGE:

Exhibits an understanding of the theoretical and technical components of his/her job and consistently applies such knowledge.

- Outstanding ()
- Exceeds Standards ()
- Satisfactory Performance ()
- Needs Improvement ()
- Unsatisfactory ()

Comments:

7. PLANNING:

Effectively plans work; controls workload well.

- Outstanding ()
- Exceeds Standards ()
- Satisfactory Performance ()
- Needs Improvement ()
- Unsatisfactory ()

Comments:

8. SAFETY:

Complies with all safety policies, practices and procedures; maintains equipment to enhance safety.

- Outstanding ()
- Exceeds Standards ()
- Satisfactory Performance ()
- Needs Improvement ()
- Unsatisfactory ()

Comments:

NON-EXEMPT EMPLOYEE PERFORMANCE EVALUATION

9. TECHNICAL PROFICIENCY:

Consistently applies theoretical and technical knowledge of job (examples include: careful and efficient operation of motorized equipment, power and hand tools; accurate keyboarding, data entry, bookkeeping), balances accuracy with quality.

- Outstanding ()
- Exceeds Standards ()
- Satisfactory Performance ()
- Needs Improvement ()
- Unsatisfactory ()

Comments:

10. DECISION MAKING:

Makes sound decisions which provide basis for quality service.

- Outstanding ()
- Exceeds Standards ()
- Satisfactory Performance ()
- Needs Improvement ()
- Unsatisfactory ()

Comments:

11. SUPERVISOR'S SUMMARY:

How does the employee meet the factors established in this evaluation? (Note strengths, weaknesses and summary comments, including specifics for improving areas of weakness). Attach additional sheets if needed.

Comments:

SUPERVISOR'S SIGNATURE _____

DATE _____

EMPLOYEE'S COMMENTS:

I have met with the Employee's Department Head or Immediate Supervisor to discuss this performance appraisal. I have had an opportunity to comment on this appraisal in the space above and a copy of the completed document was given to me.

SIGNATURE OF EMPLOYEE: _____ **DATE:**

RECOMMENDATION FOR MERIT INCREASE:

_____ Grant merit increase as scheduled.

_____ Delay merit increase _____ days pending further evaluation.

_____ Deny merit increase for this evaluation period.

SIGNATURE OF DEPARTMENT HEAD OR IMMEDIATE SUPERVISOR

_____ ***DATE*** _____

APPROVAL OF TOWN MANAGER: _____ **DATE:** _____

TOWN COUNCIL BUDGET/WORKSHOP MEETING
November 28, 2011

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

PRESENT: Town Council: Chairman Sean O’Keefe; Vice Chairperson, Joe Green; Councilors: Tom Dolan, John Farrell, Tom Freda; Town Manager Dave Caron; Assistant Town Manager – Finance & Administration, Sue Hickey; Executive Assistant, Margo Lapietro.

Budget Committee Members: Chairman Todd Joncas; Vice Chair Richard Dillon; Secretary Lisa Whittemore; John Curran, Dan Lekas, Chris Melcher and Tom Dalton.

CALL TO ORDER – PUBLIC SESSION

Chairman O’Keefe opened the meeting at 7:00 PM with the Pledge of Allegiance. This was followed by a moment of silence for the men and women fighting for our country.

Chief William Hart of the Londonderry Police Department (LPD) recognized the retirement of Telecommunications Supervisor Cindy McCann. He informed Council she had 28 years of service, 24 of those as the Telecommunications Supervisor. Department of Safety Colonel Quinn sent her a congratulatory letter.

The new Telecommunications Supervisor is Bobby Jones who has over 20 yrs of service; his wife Barbara is the longest serving dispatcher in the state and works for LPD.

Sgt. Glenn April has been with the department for more than 20 yrs, and was recently appointed to the position of Sargent.

Chief Hart said the three individuals introduced tonight have all had over 20 years of service to the town.

BUDGET WORKSHOP – Budget Presentation - Town Manager Dave Caron said at the last meeting there were a number of items that either the Council or Budget members requested additional information, which is summarized in a memo which was distributed to the Council and Budget Committee. The default budget department totals predominantly stayed with their respective departments; any amounts not needed by those departments were re-allocated in two areas: Gasoline expenses in General Government for an increase of \$72,400; and Police Department overtime for an increase of \$24,244. By using a FY13 default budget the budget will be reduced from the Town Manager’s recommend amount by \$592,865.00. The second part of that directive was to look at incorporating some road reconstruction funding into the operating budget as part of a transition from bonding road reconstruction to placing funds in the operating budget. He used a benchmark of \$200K; originally the request was \$250K which would have used \$48K of the undesignated fund balance; under the default budget credits are not given for increased revenues, only the expense side is under consideration.

47 Also included in the memo is a description of the types of expenses paid for through the
48 management services line items. It should be noted that the operating budget does not contain a
49 contingency account for any kind of management reserve. The memo listed 50 different
50 examples of line items for those expenses.

51
52 The third section of the memo addresses the transition from road reconstruction funding from
53 bonding to the operating budget. Examples were given to maintain Road reconstruction
54 activities at the \$1M or 800K every year from tax support on roads, with the goal of maintaining
55 a level tax rate impact for that source. If the town decides to transition this year and selected the
56 \$1M level it would be about a 9 cent increase this year at an \$800K level then the tax rate would
57 increase about 6 cents.

58
59 If the town continues to issue bonds for an additional 5 years the funds available for roads would
60 be in the form of bonds until 2017, then funding roads at the highest debt impact would be 37
61 cents in 2018. In 2019 the Town would have an additional \$157,900.00 available for roads,
62 progresses to 2027 when approximately \$1.2M would be raised annually.

63
64 The Town will experience a period whereby a dramatically lower amount of funds would be
65 available to reflect the transition from bond payment proceeds to property tax support for road
66 reconstruction activities.

67
68 The last page of the memo lists the percentage increase requested by Department for FY13.

69
70 Councilor Freda said if the voters change where the allocation of the Land Use Tax (LUC) tax
71 went and put it all in the General Fund it won't have any effect on the two choices because it is a
72 revenue item, Town Manager Caron responded that was correct, it will decrease the tax rate but
73 will not impact the expense side. Councilor Freda questioned with the re-allocation at
74 \$26,398,867.00 does it include \$200K going to PW. Town Manager Caron said that it does not.
75 On page 2 of the memo he identified a couple of different departments that would have to reduce
76 the operating expenses below what we are looking at for FY12. The largest impact is the
77 elimination of 2-3 staff positions. Councilor Freda said if everything is done as listed in the
78 memo, there will be little or no difference between the default and the town budget.

79
80 Councilor Green had 43 line items listed in his memo that showed increases; the Council and
81 Town Manager discussed a number of the items, their funding sources and impact upon the tax
82 rate

83
84 Budget Chair Todd Joncas asked if we continued bonding the road reconstruction bond what the
85 debt impact will be on roads. Town Manager Caron said if the Town continues to fund through
86 bonding there is about a 3-4 cent impact every year when you add a \$1M bond to debt service.
87 That is only reduced by a fraction annually due to lower interest costs on a declining principal
88 balance. T. Joncas asked if the town can survive and how much damage can happen to the roads
89 during this gap in time. He said he wants to wean ourselves off of the bonds but does not want to
90 jeopardize the roads. Town Manager Caron said staff can complete additional cost benefit
91 analysis but it's a value judgment by the taxpayers. Before the Town began the bonding cycle
92 the Town raised about \$500K per year in the operating budget. Councilor Freda said if we
93 stopped today wouldn't it be a 5 year gap to where more of our money is going to road repairs.
94 Town Manager Caron said at the \$1M level the Town would be back to current levels by 2019,

95 at the \$800K level the year would be about 2020. Budget Chair T. Joncas said he wants to
96 minimize the tax impact and be sure we can get over the hump but not wait too long. Councilor
97 Farrell said J. Czyzowski showed a slide of what a 30 year cycle on roads is and what it would
98 cost us if we waited each year. Historically we didn't do anything with the roads. Public Works
99 showed a slide in great detail of what can happen to the roads if they are not kept up. If he gets
100 the money in the operating budget then that is fine but if he gets no money he would rather have
101 the opportunity to convince the taxpayers that he would save them \$30-\$40M over a 20 year
102 period if he maintains the roads over that period of time versus ignoring the roads over 7-9 years
103 and not have the opportunity to pave over the roads but have to reconstruct every road. That is
104 the same argument he has made the last 5 years. Councilor Freda is telling the voters this is
105 what you are going to pay if you keep going down this path. The bond costs have been paid each
106 year with \$26,000 in bonding costs. Councilor Freda stated that if the PW Director had \$1M
107 allocated for road repair and out of that road repair budget it would include his debt service, then
108 you would see it go down. After 5 years he would get more money towards road repairs, he
109 would get \$150K a year after five years. J. Czyzowski said the assumption of \$1M is a sufficient
110 amount of money to maintain the roads is a bad assumption. He said he really needs \$2M to
111 shim and overlay all the roads on a 12 year cycle. Councilor Green asked how we transition
112 away from the bonds. J. Czyzowski said he needs \$1M for a 12 year cycle just to shim and
113 overlay; just to maintain the roads. Councilor Freda asked him if we said you can have a \$1M
114 bond each year and you take out the interest would you take it and how many years do we go out
115 until we stop the bonds. J. Czyzowski said other towns take out a bond for 20-30 years they
116 don't go year to year. Councilor Freda suggested funding repairs out of the operating budget and
117 not paying interest on a bond. J. Czyzowski said they used to take the funds for roads out of the
118 operating budget but it was taken out of the budget which was why he had to go to bonds.
119 Councilor Dolan said they used to fund road maintenance out of the operating budget for \$2M.
120 They used to draw out of that line item when they needed money. There was a structural change
121 in the 03-04 budgets that reduced the tax obligation and got \$1M in road repairs. Chairman
122 O'Keefe said it is tempting to take that money and move it somewhere else. Budget Member
123 Tom Dalton stated that 10% of the budget is just going to debt service. Town Manager Caron
124 stated that our debt service has been consistent over the last 4-5 years. Councilor Farrell said the
125 bond question has to be answered. Town Manager Caron said he would need a decision tonight
126 or on Thursday if we need a bond hearing. He said he would schedule it for 12/28 to decide if
127 the Town wished to place a bond before the voters. Councilor Farrell said he would rather go
128 to the voters with a \$1M bond. Budget member Chris Melcher asked how much of a percent
129 was needed for it to pass. Town Manager Caron responded it needed 60% for passage.
130 Councilors Dolan and Green said to put the language on the ballot. Councilor Freda questioned
131 if we could fund a separate road maintenance trust fund – the Town Manager responded he will
132 confirm. Chairman O'Keefe said to let J. Czyzowski go forward with the \$1M bond and start the
133 process of setting up a fund. Councilor Green said whatever is put in the trust is used for roads
134 only.

135
136 Mike Brown, 5 Carousel Court identified himself as a 21 year resident and former member of the
137 Budget and Town Council. He said he is here to influence the outcome. He listed his views and
138 preferences:

139
140 Last year was a defining moment in a positive year – the budget was dramatically lower than in
141 prior years. This led to no increase in the tax bill. The consensus last year was reached to
142 deliver a flat tax rate for FY12. That goal was accomplished and passed at the town meeting.

143 He said the same circumstances exist tonight; the proposed budget is well above the default. He
144 said he would like a flat tax rate for the same reasons done last year. He said the proposed
145 school budget is about \$400K below default; we should work towards that and hopefully below
146 that. Councilor Green asked if the Town Manager could give the reasons for things going up,
147 possibly list them. He responded he can provide a written analysis of what it will take to get to a
148 flat tax rate but he warned the police, fire and highway will be impacted in a major way. Budget
149 member Dan Lekas said everyone is going to vote for the lower number, it is possible that
150 everything will be lessened. He stated he is not sure how much he is willing to give up paying
151 less. Councilor Freda said in the past we have not adequately funded accounts. The Town
152 Manager responded it has been consistent year to year, if we go flat there will be lay offs.
153 Councilor Dolan said ever since 2007 we have been in an emergency status, he said he has not
154 been a fan of the trend to take from the maintenance fund to fund other line items. Now we need
155 to fund them to get caught up. We can't be in a perpetual emergency fund, we need to plan
156 ahead. This is going to require a spike on the tax money; he is not in favor of taking the money
157 from other funds.

158
159 Councilor Farrell said the default is 2.3%, it is the single largest increase in 5-6 years. We have
160 two choices: come in with a default budget, or come in with a budget that is realistic to run the
161 town and tell the people that these are the services you are going to give up. Town Manager
162 Caron said we are looking to reduce the expenditure side by about \$600 - \$650K which is about
163 8 people. Councilor Farrell said we are then putting a warrant out to hire 4 firefighters which
164 will make us look silly. We are at a crossroad, if the people want to spend more money that is
165 their decision; we have created a form of government that lets them do that. Councilor Dolan
166 said the deliberative session will be lots of ads and minuses to the budget. Our ability to predict
167 to what is on the ballot is hard to do at this point. Councilor Freda said we should tell the
168 taxpayer something will have to go away and let them know what will happen when that goes.
169 Town Manager Caron said he needs a preliminary number by the first public hearing by this
170 Thursday the latest and he will also need to know bonding by next Thursday. Councilor Dolan
171 said we should give the Town Manager a number on Thursday but it is a preliminary number, he
172 said he would like to hear more from the public. It is a starting point; it is by no means the figure
173 that will be presented at the deliberative session. Chairman O'Keefe said he understands the
174 Town Manager is going to look at a flat budget, the Town Manager responded yes. Reed Clark,
175 Stonehenge said it is the police, fire and highways that are needed. How much can we take out
176 and run the town you should think about what happens in the future. Manage the town for the
177 future, slow down. Budget Chairman T. Joncas expressed concern with the Budget Committee
178 coming up with a recommendation by Thursday. Councilor Dolan told him not to feel compelled
179 with a recommendation on Thursday. He explained we just need their recommendation prior to
180 the printing of the Warrant, so you have time. Town Manager Caron said the Warrant will be
181 signed by the Council on 1/16/12, so any time before now and that point we need to post the
182 Deliberative Session; it will be posted on 1/17/12. Discussion ensued about meetings and
183 deadline dates. Town Manager Caron said we can adjust items after the second hearing, you
184 can't add new items because it violates the DRA's adequate notice requirement. Budget member
185 T. Dalton asked about the increases in the budget that were due to contractual obligations. Town
186 Manager Caron responded it is essentially the FY12 default budget, which is personnel and
187 operational contracts such as solid waste collection. He said his budget includes about \$592K in
188 items that are not contractually mandated but with discussion with department managers believe
189 that is the level the Town ought to be funding to provide the current level of services which may
190 have been reduced over the last 2-3 budget cycles.

191
192 Budget Chairman T. Joncas asked if we came to a conclusion about funding for the roads. Town
193 Manager Caron said he will discuss with J. Czyzowski, some of that will be a value judgment.
194 Councilor Dolan asked if the flat budget will be laid out by Thursday. Town Manager Caron
195 said it will be laid out but not in entirely specific terms. He said he will give a sense of the
196 money we will have to reduce from the current budget and staffing levels, it will be just a general
197 impact. Councilor Dolan said for the Thursday meeting we will essentially have 3 numbers to
198 look at: the recommended budget, the default budget and a flat tax budget. Budget member L.
199 Whittemore clarified that we will have a legal opinion on contingent warrant articles in case of a
200 failure of a bond by Thursday. Town Manager Caron responded we will have legal opinion from
201 our attorney. She said when she was on the school board they used contingent articles all the
202 time; she is curious why they are now considered “suspect”. Town Manager Caron responded
203 that the Town has received conflicting guidance on this matter, as it is not defined by state law
204 but interpreted by state agencies. L. Whittemore said if there are not allowing contingent articles
205 they are taking away some latitude by the voters. Contingent articles allow the voters to make a
206 decision on whether or not to fund the bond.

207
208 **Councilor Farrell made a motion to adjourn at 9:30PM, second, Councilor Dolan.**
209 **Council’s vote was 5-0-0.**

210
211
212 **Notes and Tapes by:** Margo Lapietro **Date:** 11/28/11

213
214 **Minutes Typed by:** Margo Lapietro **Date:** 12/07/11

215
216 **Approved;** Town Council **Date:**

TOWN COUNCIL BUDGET/WORKSHOP MEETING
December 01, 2011

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

PRESENT: Town Council: Chairman Sean O’Keefe; Vice Chairperson, Joe Green; Councilors: Tom Dolan, John Farrell, Tom Freda; Town Manager Dave Caron; Assistant Town Manager – Finance & Administration, Sue Hickey; Executive Assistant, Margo Lapietro.

Budget Committee Members: Chairman Todd Joncas; Vice Chair Richard Dillon; Secretary Lisa Whittemore; John Curran, Dan Lekas, Chris Melcher and Tom Dalton.

CALL TO ORDER – PUBLIC SESSION

Chairman O’Keefe opened the meeting at 7:00 PM with the Pledge of Allegiance. This was followed by a moment of silence for the men and women fighting for our country.

BUDGET WORKSHOP – Budget Presentation - Town Manager Dave Caron reviewed a memo dated 11/30/11 regarding items requested at the 11/28/11 budget workshop.

Adjustments Necessary to Implement a Flat Tax Rate Budget for FY13 - This item included a lengthy analysis and anticipated that a flat tax rate budget would result in at least 4 layoffs from police, fire, highway, and library departments.

Composition of Department Expense and Machinery and Equipment Line Items – This was a listing of department expenses.

Transferring Sewer Debt to Sewer Fund – Preference in the past has been to include all debt service in one location for comparison purposes but it could be budgeted in the sewer fund. There would be a corresponding reduction dollar-for-dollar in the estimated revenue transfer from the sewer resulting in no net impact on the tax rate.

Feasibility of Establishing Capital Reserve Fund for Road Maintenance – RSA 35:1 II allows the establishment of a fund for the construction/re-construction acquisition of a type of capital improvement, therefore it is permissible.

Contingent Warrant Articles – S. Hickey has done some work with the DRA. A few years ago DRA looked at a contingent warrant to be reactive to the state budget crisis and at that time DRA did not allow a contingent warrant article. Since then DRA have notified us they will allow contingent warrant articles, with very specific language.

Converting Certain Town Vehicles to Hybrid – Staff is still working on this. It was cost ineffective a few years ago. Town Manager Caron said he will have that information for the next meeting.

47
48 Impact of Roads During Transitional Funding Period – Staff reviewed funds bonded but have not
49 expended against the IRS arbitrage regulations. The IRS stipulates the expenditure of 10% of the
50 proceeds within 6 months at issuance; 45% at 12 months; 75% within 18 months and 100%
51 within 24 months. It appears that we could delay spending some proceeds in the amount of
52 \$900K in FY13 which would not be a critical difference because a lot of the money which is
53 available now will be spent at the end of FY12 or the beginning of FY13. About \$250K could
54 also be deferred to FY14.

55
56 Alternate Budget Scenarios – With the FY13 Default Budget as an anchor, budget adds and
57 deletes from default higher and lower in the amount of \$200K is presented. In the analysis
58 provided in the memo there are no funds for additional overtime and additional staffing in the
59 fire department.

60
61 Identification of Budget Categories Which are Either Contractual or Habitually Underfunded -
62 Regular salaries and part-time salaries the amount those figures increased/decreased for existing
63 staff is controlled by Collective Bargaining Agreements (CBA's), the number of employees
64 working for the Town is not. 6 out of 175 – 180 town employees are not in a collective
65 bargaining unit.

66
67 Councilor Green asked if the impact of roads during transitional funding periods could the
68 \$900K be spread into the FY14 budget – Town Manager Caron responded Town cannot due to
69 the requirement by the IRS to spend a certain amount of money by certain dates after the
70 issuance of the bonds. Councilor Farrell said the Town Manager's budget is about \$600K over
71 default. The last 5 years we have been running at less than 1% increase while the rest of the
72 world has been running at a 30% increase in operating costs. If we kept up with economic costs
73 we would be looking at something less. Can we move forward and make up for the past where
74 we have been moving money around to establish a low tax rate. Town Manager Caron said the
75 \$200K will allow us to fund some of those items that have been neglected in the past; it does not
76 include Fire Department (FD) overtime. It depends on how the Council decides to manage this
77 issue, which may require that the allocation be re-prioritized or remain as a separate warrant
78 article. Councilor Farrell said had we been operating under the old form of government we
79 would have looked at things differently. The default is 2.37% over last year. Councilor Farrell
80 asked the Councilors if we can sell a budget that is 3% over the default budget and be a little
81 more realistic with what it costs to run the town, and help the taxpayers understand at the polls
82 that we have to make things right this year. Councilor Freda asked how much is being spent in
83 overtime for the Londonderry Police Department (LPD) for FY12. LPD Capt. Jerry Dussault
84 said they are currently on track to spend 10K less than last year. Councilor Freda said between
85 there was about a \$180K spread in the FY11 actual and budgeted. In FY12 we again budgeted
86 \$330K and we are actually on track for that again, we under budgeted by about \$170K. In reality
87 part of the spread of \$500K in the default isn't that what is in the FY 13, you are under budgeting
88 various accounts. If they had been budgeted correctly in the past years the gap would be less.
89 Councilor Dolan asked what catch up amounts are there in the Capital Reserve fund this year.
90 Town Manager Caron responded the auditors closed out a South Londonderry Sewer Extension
91 project which was raised by the taxpayers in the 90's. We've recommended taking those monies
92 and putting them in the Capital Reserve Fund. We have completed a 10 year analysis and
93 looking at our current level of equipment replacement the Town needs an additional \$400K -
94 \$500K by year ten. Councilor Dolan asked how much more are we putting into Capital Reserve

95 this year than we did in FY12. Town Manager Caron responded the Town appropriated \$360K
96 this year last year it was \$325, an increase of \$35K. We hope from this year forward to build on
97 the \$360K and try to increase that by \$50K every year. We have \$105K in the fund balance and
98 \$255K raised by taxation which is an increase of \$35K from last fiscal year.

99

100 Councilor Dolan said if we take \$300K-\$400K out of the recommended budget to get down to a
101 default plus \$200K he is looking for ways to do that. Councilor Dolan asked if we could reduce
102 the overlay and if we did does that carry over from year to year. Town Manager Caron said it
103 depends on what the Assessor has for abatement requests – we may carry some funds for a
104 number of years, we might return it to the fund balance at the end of the year if there are not
105 going to be any significant abatements. Councilor Dolan asked if the police overtime number is
106 from all sources of overtime – the Town Manager responded that does not include details or
107 airport – they are both self-funded. Councilor Farrell said we have 10 years to save money for a
108 new ladder truck which will probably cost \$2M.

109

110 Councilor Freda referred to the FY13 re-allocation default budget it listed one of the cut items
111 was police overtime by \$105K and public work's cleaning & maintenance cut by \$105K.
112 Councilor Farrell asked LPD Capt Hart what happens if his overtime gets cut. Chief Hart
113 responded things don't get done – specifically staffing would be cut. There would be less
114 outside training, less police at Old Home Days, minimum community service. Councilor Farrell
115 asked if we continue this practice are we not using the best judgment for safety for our
116 employees. Chief Hart responded it is the most minimum of standards. Councilor Farrell
117 clarified that we are paying time and a half for overtime; if we hired more staff does it cost more
118 to hire a new officer. Town Manager Caron responded in certain cases it costs more to hire a
119 new employee, and the Town loses scheduling flexibility. It is more efficient for us to allocate
120 more money for overtime and assign existing people where we need them as opposed to hiring
121 additional people. Councilor Dolan said if we work toward a default plus budget he has
122 concerns. If we reach some consensus to hire additional safety personnel then deliver a budget
123 that requires lay-offs in the fire department that poses a budget dilemma. What are the
124 consequences of head count if we went the \$200K above default? Town Manager Caron
125 responded there would be no impact to personnel, not including the question of hiring fire
126 fighters. If the Council adopted a flat tax which is \$200K below default we would lose 4 staffing
127 positions. Councilor Freda said in addition the police overtime would be underfunded – the
128 Town Manager responded that was correct. Councilor Dolan said we are not determining the
129 budget because state law determines the default budget through the Department of Revenue
130 Administration (DRA) and we make a recommendation to the community what we believe it is
131 going to take to run the town. The taxpayers at the deliberative can change it and at the ballot
132 box it can be changed. Chairman O'Keefe said we have held the line for the last 2 years to keep
133 as flat a rate we could do and some things have suffered. It was done to try helping to stabilize
134 prices in the down economy. We have underfunded some things as a result of this. We have a
135 citizen's petition for the Land Use Change Tax (LUC); he strongly believes it should go back to
136 the General Fund. We should look at how much money is needed in that fund right now. He
137 explained that the Cable Fund money is the right of way fee collected on behalf of the town from
138 Comcast. It is not a special fund for the cable only. He went on to say that Londonderry has one
139 of the best cable studios in the state. That money is another source of revenue for the town.
140 Councilor Farrell said we can't do anything with the LUC because it is a petition. Chairman
141 O'Keefe said the LUC petition does not go far enough. Councilor Farrell said we can't use it in
142 this budget. Town Manager Caron said you can designate where our share of the LUC tax goes

143 to a specific fund or complete a two step process whereby whatever you collect in one fiscal year
144 goes into the fund balance and is re-appropriated the next year. Councilor Farrell said we could
145 not use it in this budget. He also said we could recommend a new resolution to take more money
146 from cable. Town Manager Caron said right now we have a resolution that is effective until
147 6/30/12 it can be changed effective immediately going forward. Under the default budget it is
148 not considered revenue. Budget member L. Whittemore said her understanding of the current
149 status of these funds is that the voters have designated the use of these monies. She has a
150 concern that this Council is overriding the will of the people as currently stated. Does Council
151 have the right to override the will of the people? Chairman O'Keefe responded we are not
152 overriding the will of the people. We are asking if this Council wants to bring forward an article
153 before the people and let the people decide. L. Whittemore said there has been a history that
154 taxpayers are designating those funds for a specific person. The issue should be brought before
155 the taxpayers. Budget member Rich Dillon said he went to a school board meeting and it was
156 brought up that their library media is funding operating supplies for parts of the cable. Basically
157 we are paying taxes to the school department who is paying the cable department for operating
158 supplies for LEO-21 We are collecting franchise fees and it is going to a general fund. We are
159 paying double; tax wise as well as paying for a franchise fees if we use cable. Councilor Farrell
160 said R. Dillon is correct the discussion was why expend more money. Chairman O'Keefe asked
161 where that charge came from. Councilor Farrell said the school buys things to support the needs
162 they they have in the station versus getting the money from the cable department. The Town
163 Manager explained the cable fund pays for the operation of the cable studio. If there is any
164 surplus equipment the school district is asked if they need it and annually the Council has passed
165 a resolution to transfer \$7,500 from the cable funds to the school district for their AV needs for
166 the station. He said he does not remember being asked for additional funding from the school
167 district. Budget Chairman T. Joncas said he brought it up at the meeting and the reason they got
168 concerned the way it was presented was it had a \$21K line item of which a sub-amount was used
169 for supplies directly related to the cable center. We are paying for it with fees on the Comcast
170 side and as a minor fee on the school side. Councilor Green said there are 5 stations altogether.
171 LEO-21 is self-funded, it is 100% the schools channel, it has nothing to do with cable access
172 other than it is run out of there. Any supplies needed are an expense from the school. Councilor
173 Dolan asked S. Hickey what is the tax impact on warrant article #4 which is the proposed
174 operating budget \$26,698,867. Town Manager Caron said the District maintains a radio station
175 that is separate from the cable station but he will look into it. Councilor Green said he looks at
176 the franchise fee as a separate bill from the town tax. The tax from cable should be used for
177 cable. He services the way they are and he wants safety. Chairman O'Keefe said the fee
178 is paying for the right-of-way (ROW) for the lines. Town Manager Caron explained it is a fee
179 for the ROW; for the last 3 years we presented a budget that had some support for the general
180 fund from the franchise fee. It is a policy decision there is absolutely no legal requirements for
181 any federal overviews, state or local that requires that money to go into cable funds. D. Grover
182 has negotiated an equipment fee that has to be expended for cable equipment. The rest of the
183 fees can go into the general fund. Budget member R. Dillon asked how long is the contract for,
184 Town Manager said it is a 7 or 8 year contract. Chairman O'Keefe asked how many communities
185 have a studio of our caliber and what do they do with their monies. Town Manager Caron said
186 the larger communities have their own, the smaller ones share. Allocation of franchise fees to
187 support a studio ranges from 100% of fees to 0%; it is a local policy decision. Budget member
188 L. Whittemore asked if those communities that don't use the franchise fees to underwrite their
189 cable studios what form of funding do they use to pay for that studio. The Town Manager
190 responded he could research that but it was his understanding that those who do have a cable

191 studio funded the studio to a much smaller degree. Budget member Chris Melcher asked if the
192 cable division has an undesignated fund balance for them, the Town Manager responded the
193 balance is over a half a million dollars. C. Melcher asked where the money was coming from to
194 put in the undesignated fund balance. The Town Manager responded if the franchise revenue
195 fees are greater than the approved budget; any surplus remains in the fund. C. Melcher said
196 whatever they don't need should go into the general fund. S. Hickey reported the tax rate on
197 \$26, 698,867 is \$4.63. The total annual tax impact on a \$300K home is \$1,400. Councilor Freda
198 said it would be an increase of \$36.00 on a \$300K home. Paul DiMarco, 30 Holstein Ave. said
199 cable is a source of income to the town. He asked the Councilors to keep in mind that taxpayers
200 are level funded as well. Mike Brown, 4 Carousel Ct. talked about the good work done over the
201 past several years with lean budgets. People voted down increases at Town Meeting. He
202 suggested that services/programs should be reviewed every year. The goal is to reduce the
203 budget to default and below default. It will have an impact in services and he is willing to adjust
204 to that; people will adjust to lack of services. Martin Surgis, 17 Wimbledon Dr. said he supports
205 the LUC tax being given to the town; we can slow down the Open Space. He said he doesn't
206 know why there is an increase in overtime in both the police and fire. Why is overtime
207 increasing in the fire department after requesting more employees. The town overall has done a
208 good job with the money they have. He said the school takes 2/3 of our taxes and spends it on the
209 school system. The town side has issues but all the money goes on the school side which hurts
210 the town side. We are begging for dollars on the town side and he does not see that happening
211 on the school side. He said personally he is level funded. He would like to see a discussion
212 about 2/3 being funded to the school and 1/3 to town that is where the real problem is. Dan
213 Bouchard, O'Connell Dr. said he does not agree cable should be used to offset the budget. He
214 said the reason is that he pays Comcast a tax for the cable studio. The businesses in town don't
215 have cable and don't pay the taxes. His taxes on the Comcast bill are going to offset their tax
216 bill. He said he would rather see it go to the school side to help offset that. He further stated that
217 everyone is going to vote for the lowest number budget. It is a bottom line budget. He said he
218 doesn't want to see services reduced, just tighten the belt more. Reed Clark, Stonehenge Rd.
219 said a lot of the elderly would like safety. Other people can't afford higher taxes. He said he
220 sees both sides and it is up to Council to see which side is important. **Councilor Dolan made a**
221 **motion to further reduce the budget from the Town Manager proposed budget of**
222 **\$26,991,732 to \$26,698,867 which is a reduction of the Town Manager's request. Councilor**
223 **Farrell seconded the motion for discussion.** Councilor Green asked how that figure was
224 arrived at. Councilor Dolan said the default budget is \$26,398,867. He explained it splits the
225 difference between the default budget and the Town Manager's recommended budget. It is
226 about a \$600K difference. Councilor Dolan said he would prefer to stay at level funding and let
227 the specific departmental cuts be made by staff. It would require the Town Manager and staff to
228 cut an additional \$300K so we can come back and discuss what the impact would be. We could
229 have that in discussion with the public. It is an additional 9 cents per thousand on a \$300K
230 home. It is \$300K below the Town Manager and \$300K above the default budget. Councilor
231 Farrell said people should come in and tell us what they want. We are educating ourselves and
232 the public on this new form of government. A flat line will mean there will be lay-offs in police,
233 fire and public works. Councilor Green said we would like to keep services where they are now.
234 Councilor Freda asked how much are we taking out of the undesignated bund balance this year,
235 Town Manager Caron responded \$783K, which fluctuates annually based upon capital needs and
236 available funds. Chairman O'Keefe said we either come up with more money, or start cutting
237 staff. Councilor Freda asked if the default proposal does not include additional funding for any
238 road repairs. Town Manager Caron responded the default maintains the cleaning/maintenance of

239 \$395K and relies upon another bond for road repairs. Councilor Dolan said his motion equates
240 to \$4.63 tax impact on the town operating budget which is an impact on a \$300K house of
241 \$1,389.00. It is an increase of \$27.00 compared to the default budget of last year. Councilor
242 Freda said we owe it to people to pay as we go and not dip into the town savings to pay for
243 things. We should present a budget to that affect. He does not agree to achieving a flat tax rate
244 by pulling money out of savings, but when you don't pay for current expenses with current
245 revenues you are not doing a basic accounting function which is matching revenues with
246 expenses. Our obligation is to present the true facts. Councilor Farrell said he agreed, deal with
247 it now. Completely inform the public and let them make their choice. Councilor Dolan said it is
248 a starting point for the public, it will get fine tuned. The Town Manager can determine where the
249 cuts will be. **Council's vote on \$26,698,867.00 was 5-0-0.**

250
251 The Town Manager announced that the first public meeting on the budget will be 12/19/11, the
252 bond hearing is 12/28 and 1/12 is the second public hearing which is 2 days after the deadline for
253 receipt of petitioned warrant articles. Warrant articles are due 1/10/12. **Councilor Dolan made
254 a motion to schedule a public hearing for bond articles on 12/28/11, second Councilor
255 Freda. Council's vote was 5-0-0.**

256
257 Chairman O'Keefe said he wants to hear from the people that want the flat tax what services they
258 are willing to give up. Dan Bouchard said the management staff has to do a better scheduling
259 to eliminate overtime. Councilor Freda stated the Fire Chief said he would be \$10K under the
260 actual expenditures not the budgeted expenditures which was \$170K over budget. Councilor
261 Green explained the overtime was for vacation and sick time they have to be covered. D.
262 Bouchard said we always found the extra money in the budget somewhere. He said the library
263 cutting back hours is an option. He does not want to see police, fire and highway cut. Councilor
264 Farrell asked the Town Manager for a trend analysis of overtime for the last 5 years. P. DiMarco
265 said he agreed with D. Bouchard, certain services are important like public safety, road, some
266 obligations are demanded by state law. He said asked what the trend of libraries into the future
267 is. He said 20 years from now we might not have a large brick and mortar building with
268 thousands of books it. Maybe some trend is coming up with libraries in the future. Councilor
269 Farrell stated that a presentation from the library is scheduled on Monday about their digital plan
270 going into the future. He said the school just shared a 35 page document on their plans for the
271 digital future. He also said police, fire, public works and debt service makes up 71% of our
272 budget for overtime for the last 5 years. M. Brown said the government should get out of the
273 business of trying to do everything for everybody. He said he is willing to cut any service to
274 keep taxes down. Chairman O'Keefe said we have to educate the public, this forces us to
275 address the issues in a very public manner. R. Clark said he agreed with D. Bouchard to not cut
276 police, fire and highway. The library of the future will be discussed and might be different than
277 it is now. The library and cable are fair game. C. Melcher asked if they considered opening the
278 library up to other towns to get revenues. Councilor Farrell said that would be a Library Trustee
279 question. Rich Dillon asked if there were any anticipated spikes in retirement whereby we could
280 put new hires on and reduce our liabilities. Town Manager Caron responded there would be a
281 proportional reduction in salaries when the longer term employees retire and new hires are
282 bought in. We are expecting another spike in rates in the FY14 retirement system. T. Joncas
283 asked Capt. Hart if there are increases in criminal activity. Chief Hard responded there have
284 been some changes over the last few years in burglary and violent crimes; day-to-day crimes
285 have been static. He said they have had 27 burglaries this year, last year they had 10. T. Joncas
286 said he wants to have a solid police, fire and highway and he wants to go to the library. What are

287 we willing to cut; he said he would not support a budget that makes cuts in the police, fire and
288 highway. He supports the Town Manager's budget. D. Bouchard said years ago there was talk
289 about the cable studio switching over to the school. He asked if there was any savings in doing
290 that. Town Manager Caron responded with maintaining three positions the savings would be
291 \$40K.

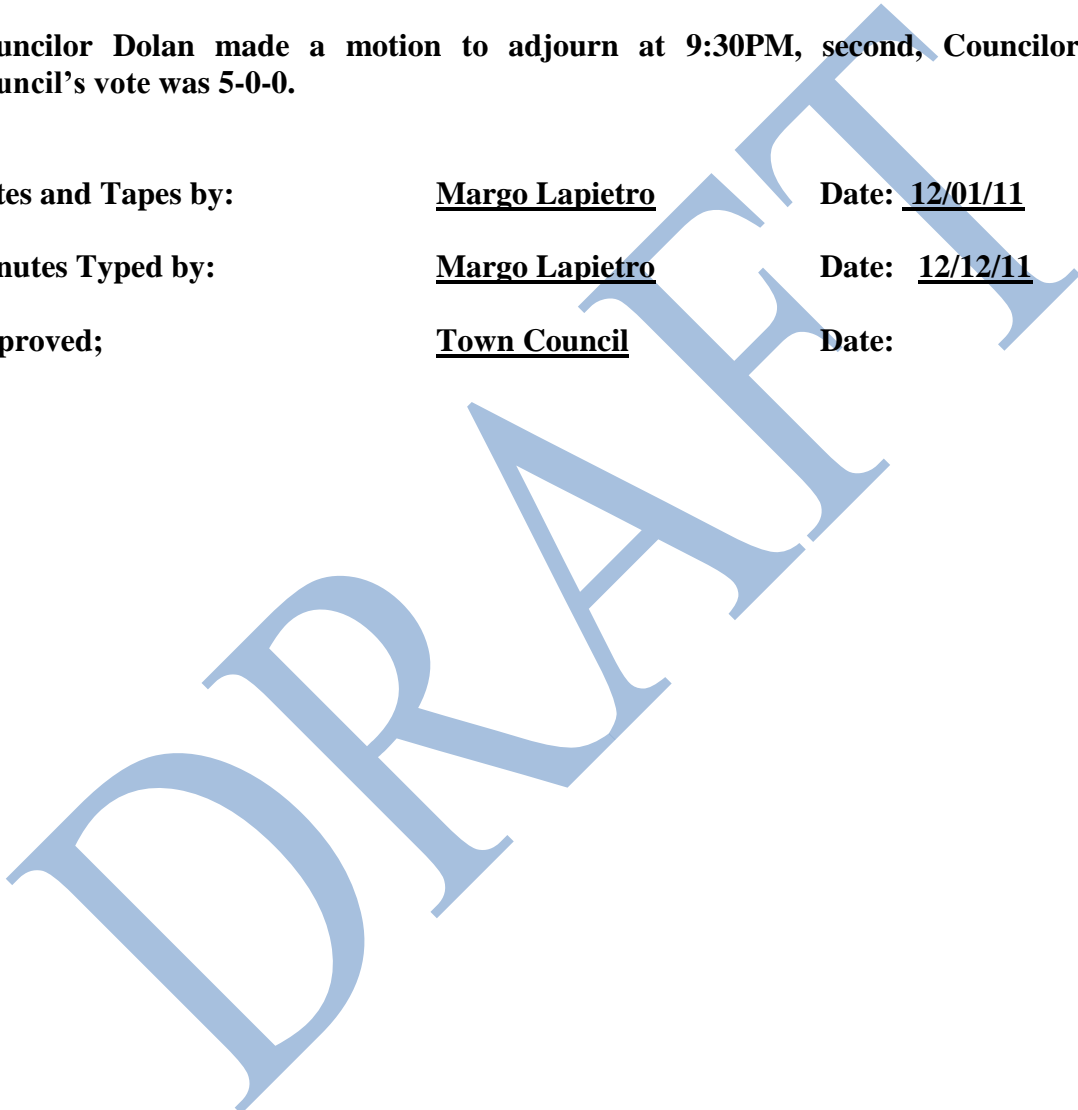
292
293 Town Manager Caron asked the Council if they wanted him to post just the operating budget or
294 post the entire proposed warrant with all the articles for the public hearing. The consensus was
295 to post all.

296
297 **Councilor Dolan made a motion to adjourn at 9:30PM, second, Councilor Farrell.**
298 **Council's vote was 5-0-0.**

299
300
301 **Notes and Tapes by:** Margo Lapietro **Date:** 12/01/11

302
303 **Minutes Typed by:** Margo Lapietro **Date:** 12/12/11

304
305 **Approved;** Town Council **Date:**



TOWN COUNCIL MEETING
December 05, 2011

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

PRESENT: Town Council: Chairman, Sean O’Keefe; Vice Chairperson, Joe Green; Councilors: Tom Dolan, John Farrell, Tom Freda; Town Manager Dave Caron; Assistant Town Manager – Finance & Administration, Sue Hickey; Executive Assistant, Margo Lapietro.

CALL TO ORDER

Chairman O’Keefe opened the meeting at 7: 13PM with the Pledge of Allegiance. This was followed by a moment of silence for the men and women fighting for our country.

PUBLIC COMMENT

Bryan Christiansen - Comcast – and Cable Access Center Director, Dottie Grover were in attendance. D. Grover explained B. Christiansen was here to talk about the transition to digital networking enhancement. B. Christiansen explained they were adding 70-80 channels on the Londonderry Channel site – they started process during the summer. Customers need a piece of equipment on their TV’s unless they have a qualm tuner on their TV to get digital signals. He stated that Comcast has a process in place whereby they notified customers 10 times prior to the change. They are the last entity to require a cable box to pick up signals. When the network is digitized it will offer up to 100 high definition channels. Councilor Farrell explained a customer gets 2 free boxes and they are charged for additional ones. When you have an HD ready TV with the equipment in it that is supposed to do the digital conversion why don’t you get all the same channels you get from the cable box? B. Christiansen said a defined signal is attached to the cable box. Some channels are attached to the digital TV and are not necessarily channels that Comcast carries. So he is getting both HD and digital network signals. Councilor Farrell gave an example and said if you have a regular digital TV without the cable box you don’t get ESPN, if you have the cable box you get ESPN. B. Christiansen responded that is correct and said the cable box is also descrambling or unscripting channels. They used to allow that signal to come through straight from the wall to your TV, now the signal is 100% digital and unscrambled. They need to ensure that the customer will get the service they are paying for. Councilor Farrell said people who are used to paying for services they got will no longer get those services unless they pay more for it. B. Christiansen said you will continue to get the services you had previously; the only change that has happened is that the signal is now digital. In order to receive that digital signal you need the equipment that descrambles that signal. The service is the same cost, you are paying an equipment charge, and people can pay the same or more for the additional 3rd or more box. You will be getting more channels. Councilor Dolan asked him to take back to corporate the policy about pro-rated credit. When he talked to the call center after the recent snow storm they quoted their policy that he had to call back between 24-36 hours of the start of the outage. They would not give a pro-rated credit they would give a flat \$20.00 credit. Councilor Dolan said if a customer has a bundled package with no power they can’t make

45 outgoing calls in the hours stipulated in the policy – it is overly restrictive. He proceeded to
46 relay his experience with Comcast. D. Grover said she will follow up on it and check the
47 contract but also pointed out the fact that the cable could still be in working condition despite the
48 fact of not having electricity. Chairman O’Keefe said he does not like leasing the boxes, he said
49 he is paying about \$300 a year for lease fees for the two boxes. We are overpaying for the boxes
50 and that should be looked at. Richard Belinski, Hall Rd. commented that in the next 2 years the
51 technology will be changing again, there is a federal law coming out in 2012 that will require
52 Comcast to let you buy your own equipment. You lose some quality in the digital box, and you
53 lose some stations, you shouldn’t be tied into having to get HD stations that you can pick-up
54 without getting a HD box. The remote controls don’t work properly. He said that customer
55 service is polite but you don’t get straight answers. He said he wants a local number to call for
56 customer service. He said there is no clear indication of a card in the system to update
57 Londonderry. D. Grover said she and B. Christenson have talked about customer service a lot,
58 they are coming a long way but they need to do a better job of communicating. Keith Gagne, 84
59 Hall Rd. said he got a new TV and paid extra to get a cable card in it. He asked the question
60 does the cable card do the same thing as the cable box. He was told yes but it costs \$10 extra a
61 month for a card, now he is back to extra remotes. Why can’t he get the card as opposed to the
62 box? B. Christenson said the cable card is supposed to be free, he will check into it and get back
63 to him. K. Gagne confirmed that he can take the cable box to Comcast and ask for a card and
64 they won’t charge me for the card. B Christenson said there was a change in August on the cards
65 pricing and it should be free now. Councilor Dolan said Xfinity has been advertising that some
66 of the Ipad tablets are compatible with Xfinity equipment and you can use the tablet as a remote.
67 Does Londonderry have equipment with Ipads? B. Christenson responded there is some, the
68 remote TV function and recording will be available later. “Any Room DVR” will require the
69 customer to get a different DVR which is an exchange. When the upgrades become available
70 they will do direct mailing as well as ads on TV. Councilor Dolan requested he communicate
71 with D. Grover so she can come before Council and let them know about the changes.

72
73 Richard Belinski – Hall Rd. said he was here tonight in regards to the Deputy Treasurer position.
74 He referred to the Town Council meeting minutes of 9/12/11 (typo error, minutes are dated 2012
75 on website) where there was talk about the Deputy Treasurer who was sworn in on 4/07. He said
76 in 2001 when he was the Treasurer he looked into why we didn’t have a Deputy Treasurer. He
77 didn’t think the date of 4/07 was correct and researched it. He contacted the Town Manager who
78 got an opinion from Counsel that what was done is legal; he said he wholeheartedly disagreed.
79 The term of the Deputy Treasurer runs concurrently with the term of the Treasurer. He wasn’t
80 the Deputy Treasurer in 2010 because he was not sworn in again so he couldn’t be bumped up.
81 If there is no one in the position according to the Town Charter you can put someone in the
82 position until the next election. He commented that the town does not have anyone legally
83 signing the checks. He said if we received a legal opinion from Counsel he would like to see it.
84 Chairman O’Keefe said the basic question was that okay to do. Town Manager Caron said the
85 guidance he received from Counsel was RSA 41:2-a that says, “a Deputy Treasurer should be
86 appointed by the Town Treasurer with the approval of the Board of Selectman” which is the
87 Town Council of Londonderry. The Deputy Treasurer is an appointed official. RSA 41 57-a
88 states, “Term of Office states that otherwise provided, a term of office of any appointed town
89 office shall begin upon his or her appointment in qualification of office and should end upon the
90 appointment and qualification of his or her successor.” According to Counsel since Treasurer
91 Bob Lincoln did not nominate and the Council did not confirm another person, John Conley is
92 the Deputy Treasurer until someone else is appointed and qualified. R. Belinski said that is true if

93 they were sworn in for each term. It runs concurrent with the term of the Treasurer. He said J.
94 Conley has never been sworn in and that is what he was told. Chairman O'Keefe said if he
95 wasn't sworn in, can you ask Counsel if legally that changes anything. Councilor Dolan asked if
96 there is an RSA that requires the Deputy Treasurer to be sworn in. Town Manager Caron
97 responded there is an RSA that requires that you have to be sworn in within six days if you
98 receive a notice; John Conley never received a notice from the Town Clerk. If he had, he would
99 have been sworn in. The Counsel said the best way to correct the oversight is to have John
100 Conley sworn in; he had been nominated by the Treasurer, he was confirmed by the Town
101 Council under the statute, there has not been another person who has been nominated or
102 confirmed after him so he is still the Deputy Town Treasurer so he should be sworn in before he
103 performs any more duties, so he was. According to the advice of Town Counsel he will serve
104 until the next town meeting at which time whoever is elected will serve out the remainder of Bob
105 Lincoln's unexpired term. Councilor Farrell verified that he was appointed in 2007, he was
106 never sworn in, he was sworn in on 9/11. He never took the oath but he was the appointed
107 person and he was sworn in when Bob Lincoln resigned and moved out of town. If he was never
108 sworn in there was no term for him to follow, he's only sworn in until March. The Town
109 Manager said the law is very clear in that the person appointed to an elected position serves until
110 the next annual election then you have a shorter term to get back on the shorter cycle. R.
111 Belinski asked if there were any checks that were signed between March and September of this
112 month signed by J. Conley; the Town Manager responded he didn't know he would have to
113 check. R. Belinski asked when did B. Lincoln officially resign. Chairman O'Keefe asked R.
114 Belinski what he is looking for – R. Belinski responded it is procedural, he has nothing against
115 him. This is a major issue if you have someone signing checks when they don't have the
116 authority to sign checks. Councilor Freda said he had this question to. He referred to RSA 42:4
117 that says you have to get sworn in within six days of being appointed. It also says you have to
118 receive notice; we have been advised that J. Conley wasn't given notification and that being the
119 pre-requisite for the six days to start it was Counsel's opinion that we could swear him in.
120 Counsel is basing it on his reading of the statute. Council Freda asked who is objecting – R.
121 Belinski said he is, he doesn't want unauthorized people signing checks. Councilor Freda
122 responded there is no law that says he is unauthorized. At one point he was sworn in and the
123 statute stipulates he has to be sworn in six days after receiving notification. He received
124 notification and has been sworn in as acting Treasurer. Councilor Freda said the fall back is if
125 there is no Treasurer and Deputy Treasurer then by statute one of the Selectmen or Town
126 Councilors is authorized to sign. It was a concern and he asked about it but it doesn't say
127 anything in the statutes that if he doesn't receive notice his appointment is void.

128
129 Lisa Drabik - Lisa was here about a month ago asking the Council to put a Warrant Article on
130 the March ballot pursuant to RSA 662-A:3 to ask if the voters of Londonderry would like to put
131 a commission into place to investigate the possibilities of voting by wards. The question was
132 about how one seat in Auburn would be affected and how we would proceed. The Town
133 Manager communicated with the Secretary of State and they said it was okay to go ahead with
134 that process and put it on the ballot, and the Town should inform the State Legislature as it is
135 currently redistricting. The number of representatives is a completely separate issue. That
136 number will be decided in Concord based on a result of the census using a particular formula. It
137 has no impact if we eventually go into a ward system. She said she is here just to start the
138 process and the Council is empowered by the statute to put the question on the ballot. It will
139 read: "Shall the town establish a re-districting commission to divide the town into two or more
140 districts for the purpose of electing representatives to the General Court." Councilor Farrell

141 asked the Town Manager how the Commission would be elected, is it like the Charter
142 Commission. Town Manager Caron responded the only difference between this process and the
143 Charter Commission is that the Council by statute appoints the Redistricting Commission, which
144 follows the same exact timeline as a Charter Commission. Councilor Farrell asked how many
145 signatures were needed to put that on the ballot. Town Manager Caron responded he wasn't sure
146 but under RSA 662-A, there has to be 25 or more registered voters for the redistricting question.
147 Councilor Dolan said there have been a number of citizen's petitions over the past years. While
148 the Council has the prerogative to put these issues on the ballot what inevitably happens is that
149 the Council is viewed as either supporting or not supporting by our lack of support of these
150 issues when they come forward. He recommends on this petition and others that when the
151 citizens come forward it is our responsibility to help them with the legal language of their
152 petition; give them advice on how to proceed. We ought to be taking hands off approach; this is
153 an initiative by citizens and they should get the signatures rather than us using our prerogative to
154 put it on the warrant. When we do that it indicates to some people our support of the petition, we
155 should be neutral. We can make sure it is legal and let the voters follow through. Citizen
156 petitions are decided by the citizens. Councilor Freda said if this passes the Council will appoint
157 the members, it is not an election. Town Manager Caron said that is correct. Councilor Freda
158 said he has a problem with it; we should have a hands off approach. Councilor Green said he
159 agreed with Councilor Dolan it is more of a state issue and it should be decided by the citizens
160 instead of the Council as far as whether or not it should go on the ballot. Chairman O'Keefe said
161 he has a couple of thoughts on why he is not for it. He agreed with Councilors Dolan, Freda and
162 Green. If the voters want to do it they should push for it, Council should not take a position on
163 it. Councilor Farrell said he agreed with Councilor Dolan – take a hands off approach and ask
164 the people. Councilor Freda asked when is the petition due. Town Manager Caron responded
165 the petition is due 1/10/12 but hopefully earlier to verify the language and the correct number of
166 signatures.

167
168 Pauline Caron, 369 Mammoth Rd said under RSA 91A when you have a Non-Public meeting it
169 should be listed in the agenda and she said she believed they had a Non-Public meeting tonight
170 and it was not listed in the agenda. Chairman O'Keefe responded it was a non-meeting with
171 legal counsel, which means is the meeting that they had is not covered under the provision of
172 91A, there are no minutes that are required to be kept; no notice is needed. They had a meeting
173 that is not under the jurisdiction of RSA 91A.

PUBLIC HEARING

174
175
176
177 **Councilor Dolan made a motion to enter public hearing, second Councilor Freda.**
178 **Council's vote was 5-0-0.**

179
180 **Ordinance #2011-11 – Relative to Revisions to the Municipal Code, Title IV, Chapter IV**
181 **Junk Yards/Dealers; Title IV, Chapter IX-A, Individual Sewage Disposal Systems; Title II,**
182 **Chapter III, Special Regulations; and Title VI, Chapter IV, Safety Regulations.** Councilor
183 **Green made a motion to accept, second Councilor Freda.** Town Manager Caron reviewed
184 the changes. The first deals with changes to local regulations to align the license renewal date
185 with state law to July 1. The second item establishes regulations for on-site septic systems.
186 Richard Canuel will be looking at fee structures for RSA 41: 9-a and will present them to
187 Council at a later date. The third item allows the Londonderry Police Department (LPD) to
188 establish temporary traffic and parking regulations during special events or emergencies. The

189 fourth item deals with safety regulations which is a complete re-write of the Town's Safety
190 Manuel. This was developed with assistance from our insurance carriers to ensure we are
191 complying with best management practices and are in compliance with state law for joint loss
192 prevention. Hearing no public input, **Council's vote was 5-0-0.**

193

194 **Ordinance #2011-12 – Relative to an Amendment to the Zoning Ordinance Regarding the**
195 **Demolition Delay Ordinance** – Councilor Freda made a motion to accept, second Councilor
196 Farrell. Open for discussion. **Councilor's vote was 5-0-0.**

197

198 **Councilor Dolan made a motion to exit Public Hearing, second Councilor Freda. Council's**
199 **vote was 5-0-0.**

200

OLD BUSINESS

201

202 Councilor Green said he was surprised about the additions to the default budget that totaled 27.
203 He said he thought we had talked about staying with the actual expenditures. He discussed
204 overtime and fuel. Councilor Farrell said it was his understanding that we were going to look at
205 trying to fund things for what the right amounts should be and we have given that job to the
206 Town Manager who was going to come back with his best recommendation. If we don't agree
207 with it on the 19th then we were going to challenge it. Hopefully we will not make the decision
208 to underfund it again. He understood that we would take that information to the Deliberative
209 Session and let the voters decide. Councilor Green suggested doing that before the 19th so
210 Council can get a good idea of what is going to be done before the 19th. Town Manager Caron
211 said it was his understanding that he was told by Council that on a preliminary level they wanted
212 to present a budget for citizen input at the level of \$300K above default and then it was up to him
213 to recommend where it should go. On the 19th the Council is going to make its own decisions,
214 once the Council makes a policy decision that is going to be what it is. He said he did not
215 receive specific directions as to which line items they recommended for increases. Councilor
216 Green said he does not want to fund additional items when we have such a stringent \$300K, we
217 should stick to what we know was previously underfunded and under budgeted. He said he
218 brought it up today to see how everyone felt. Councilor Dolan told Councilor Green he was
219 using a good thinking process. The reality is we can't change a new number at the public hearing
220 or else the notices are not valid. The town operating budget which is what we are talking about
221 is a bottom line budget. The Town Manager has a bottom line budget to run the town. We will
222 continue to give him advice to reduce the budget but when it is finally approved by the voters he
223 will have around \$25M – \$26M at the bottom line. Councilor Green asked can't we tell the
224 Town Manager that we don't want to fund the extras. Councilor Dolan said we can't interfere
225 with the day-to-day running of the town, the way the Charter is written it stipulates that. We
226 give a notional guidance to the Town Manager. Councilor Green asked if the budget is over
227 balanced what happens. Councilor Dolan responded when the Town Manager gets close to that
228 line he will put various freezes in place until the budget refreshes. In the final quarter of the year
229 the Town Manager is watching expenditures very closely. Councilor Dolan said in years past we
230 have told the Town Manager we want an "X" budget and he has brought that to us. Town
231 Manager Caron explained that at Town Meeting they approved a \$25M budget; out of that \$7M
232 is the LPD budget and he follows that unless there are extraordinary circumstances which has
233 happened a number times. He said he manages what is approved by Council and Town Meeting
234 – he follows the approved budget as best as he can. Chairman O'Keefe said the initial
235 presentation is just a starting point to put a public notice out. This year it has been more difficult
236 to get a flat budget, the default might be a fair number.

237
238
239
240
241
242
243
244
245
246
247
248
249
250
251
252
253
254
255
256
257
258
259
260
261
262
263
264
265
266
267
268
269
270
271
272
273
274
275
276
277
278
279
280
281
282
283
284

NEW BUSINESS

Proposed Collective Bargaining Agreement with AFSCME-LAEA Public Safety – Town Manager Caron reported that staff is currently negotiating with 3 different units and have reached a tentative agreement with 2 of those units. He said he hopes to have the 3rd unit before the Council at 12/19 meeting. All 3 are aware of the current economic conditions and all the discussions were cooperative. This union is comprised of mid-level managers, their membership voted to separate into 2 separate units. One is Public Safety with police and fire. The other unit is town administrative personnel. He proceeded to review a summary of the agreement. The only cost in this proposal is an agreement with the employees to increase their life insurance maximum to \$100K. He recommended the Council accept this agreement. All the Councilors thanked staff for recognizing the economic conditions and for reaching a fair and amicable agreement. **Councilor Farrell made a motion to accept the agreement for recommendation to Town Meeting, second Councilor Freda. Council’s vote was 5-0-0.**

Proposed Collective Bargaining Agreement with AFSCME 1801 - Town Manager Caron said this unit is comprised of Public Works and town hall support staff consisting of 19 full-time and 2 part-time employees. It is essentially the same arrangement as LAEA and he proceeded to review a summary of the agreement. There is a cost associated with this contract of \$6,764.00 which is programmed step increases for the contract which we cannot award if the contract expires. There are only 5 employees eligible for step increases which are about 2.5% between steps. All the Councilors thanked staff for their cooperation. **Councilor Farrell made a motion to accept the agreement for recommendation to Town Meeting, second Councilor Green. Council’s vote was 5-0-0.**

Library Technology Plan – Library Director, Barbara Ostertag-Holtkamp and Library Trustee Chair, Vicki Stachowske were in attendance. They talked about their vision of incorporating technology and electronic offerings to the town. B. Holtkamp informed Council that they were a member of the NH Downloadable Books Consortium which has a membership of 169. Londonderry was ranked #4 in the top circulating libraries of downloadable audios and e-books in the consortium. They had almost as many videos being checked out as downloadable audios and e-books. Self-check would require buying a new library system to implement that. B. Holtkamp explained they pay \$600 a year for a basic library system. B. Holtkamp explained they tried to implement an upgrade to that system and the cost was \$4K with an annual fee of \$495.00. They looked at a new system and the cost was \$63, 800.00 with an annual fee of \$10K. The \$4K upgrade did not work. Due to the economy they stayed with the old system; Vickie Stachowske said they have not put that new system in their budget costs. Councilor Dolan questioned if the costs were not that prohibited would you want a new ILS, B. Holtkamp responded they would like it but they would have to weigh it out, the community would like it. V. Stachowske said the new system is an awful lot of money for what we get for it. We can get the same thing with the NH Library website with “NPAC”. Councilor Dolan said we have a fund balance at the Cable Center which is typically reserved for technology. He asked the Town Manager if we could tap into that source for the library. Town Manager Caron responded not directly, the statute requires that if you draw from those special revenue funds the surplus has to be for cable related issues. The indirect method it is to redirect a greater portion of cable franchise fees for the fiscal years going forward to other projects that do not restrict you by law and then rely upon the undesignated fund balance to pay for the cable operating expenses.

285 Councilor Dolan stated he was just looking at ways to help the library by not building it into their
286 operating budget. V. Stachowske said they could use another router at the library and Town
287 Manager Caron said they could use the Moose Hill Council Chambers for internet access.
288 Trustee of the Leach Library, Pauline Caron said the figures of \$63K and the annual fee of \$10K
289 are not current prices; those are figures from about 6 years ago. B Holtkamp said there is a
290 group of about 40 libraries that are looking at possibly doing a joint purchase for a library
291 system. Councilor Farrell said the intent in the Resolution was to try to figure where we are
292 going versus of where we have been. He said he attended a school budget presentation and talked
293 to people at the school and their basic philosophy was about 3-5 years ago they started putting
294 together a 6 page vision of digital changes before their current systems become obsolete. They
295 produced a 30 page plan vision for the under 40 crowd. He said the library has given us the past
296 and present plan Council is looking for a future plan. V Stachowske said to compare a public
297 library to a school library is difficult. The library is going in the direction of most libraries at the
298 present time with technology; we don't know what the future will bring. Councilor Farrell
299 responded that is why we need a plan for the future. B. Holtkamp said part of the public function
300 of the library is to offer a mix of traditional library services and technology. We track services
301 on a monthly basis so they can look at trends. Councilor Farrell said you are asking for \$100K
302 more, he said he wants to know what the future plan is as the world goes digital. B. Holtkamp
303 said she didn't know where he got that figure. The budget increases they are asking for included
304 contractual agreements for staff. The Town Manager cut the book material budget by \$30K it
305 eliminated all their data bases, electronic offerings, down loadable audio books and all our
306 magazines. If we could keep our existing hours she will be happy. Councilor Dolan explained
307 the town puts together a capital plan every year – and projects out 10 years. He said the Council
308 is looking for a 5-10 year plan focusing on technology. We need to know the plan and when to
309 plan it out for funding. Look at what the community needs in technology over the next 5-10
310 years. Don't let the funding perils of the past cramp your future vision. V. Stachowske said that
311 makes sense, the Trustees have probably been lax going in that direction as well. At this
312 particular time she does not have an answer. Councilor Dolan suggested having the trustees
313 come to Council and say in the next so many years they should look ahead and give us an idea of
314 what is needed. V. Stachowske said they will work on a plan.

315
316 Pauline Caron asked about if the procedures of the Deliberative Session are going to be
317 explained to the public. Are the rules of the Moderator going to be made public before the
318 session? Town Manager Caron responded he can recommend it to the Moderator but ultimately
319 it is the Moderator's decision how she runs the meeting and what rules she is going to make. P.
320 Caron asked if it is going to be run like the School Deliberative Session – Town Manager Caron
321 responded he does not know. Town Manager Caron responded he suspected it would probably
322 be the same as a Saturday budgetary town meeting; the only difference is that decisions will not
323 be final. Decisions will be on the ballot for people to vote on in March.

324
325 State Representative Betsy McKinney said county employees have not had any raises in 2 years
326 – the situation is bad. The County budget is going up. Medicaid has cut back on nursing home
327 funds on both the state and federal level. She said she predicts an increase in the county budget
328 of 5-10 cents.

329
330
331
332

333
334
335
336
337
338
339
340
341
342
343
344
345
346
347
348
349
350
351
352
353
354
355
356
357
358
359
360
361
362
363
364
365
366
367
368
369
370
371
372
373
374
375
376
377
378
379
380

APPROVAL OF MINUTES

Minutes of Council’s Public Meeting of 11/19/11 and 11/21/11 - Councilor Dolan made a motion to approve the public meeting minutes of 11/19/11 and 11/21/11, second Councilor Green. Council’s vote was 5-0-0.

OTHER BUSINESS

Liaison Reports - Councilor Dolan said that the Londonderry International Exchange Committee met tonight so he was not able to attend. Councilor Farrell said he attended the Manchester Airport Authority meeting and they announced that Southwest Airlines will be stopping their flights to Philadelphia in January. Providence and Boston will be stopping theirs in February so the only provider will be US Airways. They did announce they will have a new non-stop flight to Denver. The Las Vegas flight will be suspended from January to April. They will substitute a Ft. Lauderdale direct flight. The new screening technology employed at MHT will show a generic figure. He said he talked to Airport Director Mark Brewer at great length about Pettengill Rd. Councilor Dolan asked if there were any increases in the Philadelphia route. Councilor Farrell said not at this time but maybe in the future. Councilor O’Keefe said it looks like MHT is continually losing flights. Councilor Dolan said Southwest is their biggest carrier; passenger service is down to half. Boston has captured more passengers because of Jet Blue. A lot of non-stop service has stopped; the industry is going through a change. There was a lot of talk about Ray Wiczoreck Drive and trying to reach the 5-10 mile radius. The Safety Dispatch Committee visited Derry Dispatch.

Town Manager Report – Nothing at this time.

Board/Committee Appointments/Reappointments

- 1) Resignation of Mike Gallagher from an Alternate position on the ZBA
- 2) Resignation of Vicki Keenan from a Full Member position on the ZBA
- 3) Resignation of Rosemary Dann from the International Exchange Committee.
- 4) Appointment of Neil Jackson-Smith as an Alternate Member to the Solid Waste Advisory Committee, term expiration 12/31/12
- 5) Appointment of Martin Srugis as an Alternate to the Southern NH Planning Commission, term to expire 12/31/12.
- 6) Re-appointment of Gail Moretti as a Full Member on the Solid Waste Advisory Committee, term expiration 12/31/12
- 7) Re-Appointment of Deborah Nowicki to the Londonderry International Exchange Committee, tem expiration 12/31/14.

Councilor Dolan made a motion to accept all the above, second Council Farrell. Council’s vote was 5-0-0.

381 Town Manager Caron mentioned that the membership on the ZBA had diminished so if there
382 were any volunteers interested in the board to contact Margo. Chairman O’Keefe asked how
383 many are needed and Margo responded 3. The openings involved long term member Vicki
384 Keenan, Alternate Mike Gallagher and another Alternate vacancy that has remained unfilled for
385 a few months. Margo said she will be posting an ad in the paper.

386
387 Chairman O’Keefe announced that the next Town Council /Budget Hearing will be 12/19, and
388 then on 12/28.

389

390

ADJOURNMENT

391

392 **Councilor Farrell made a motion to adjourn at 9:43 PM, second Councilor Green.**
393 **Council’s vote was 5-0-0.**

394

395 **Notes and Tapes by:** Margo Lapietro **Date:** 12/05/11

396

397 **Minutes Typed by:** Margo Lapietro **Date:** 12/15/11

398

399 **Approved by:** Town Council **Date:** 12/ /11

400

401

