

TOWN COUNCIL AGENDA
September 12, 2016
7:00 P.M.

The Town Council meeting will be held in the Moose Hill Council Chambers, Town Hall, 268B Mammoth Road, Londonderry, NH. Regular meetings are cablecast live and videotaped for the convenience of our viewers at home. 7:00 PM

- A. **CALL TO ORDER**
- B. **PUBLIC COMMENT**
 - 1.) **Local Drought Concerns Non-essential Water Use**
- C. **PUBLIC HEARING**
- D. **OLD BUSINESS**
 - 1.) **Update to Non-Represented Personnel and Compensation Policy**
- E. **NEW BUSINESS**
 - 2.) **Update on FY16 Budget**
Presented by Kevin Smith
 - 3.) **Order #2016-31 – An Order Relative to the Withdrawal from the Fire Truck Capital Reserve**
Presented by Doug Smith
- F. **APPROVAL OF MINUTES**
 - Approval of August 15, 2016 Town Council Minutes
- G. **OTHER BUSINESS**
 - 1. **Liaison Reports**
 - 2. **Town Manager Report**
 - 3. **Board/Committee Appointments/Reappointment**
 - 1.) **Appointment of Jocelyn Muller to the Solid Waste and Environmental Committee**
 - 2.) **Appointment of a Member to the Budget Committee**
- H. **ADJOURNMENT**

I. MEETING SCHEDULE

4. Town Council Meeting – 09/19/16 Moose Hill Council
5. Chambers, 7:00 PM
6. Town Council Meeting – 10/03/16 Moose Hill Council
7. Chambers, 7:00 PM
8. Town Council Meeting – 10/17/16 Moose Hill Council
9. Chambers, 7:00 PM
10. Town Council Meeting – 11/07/16 Moose Hill Council
11. Chambers, 7:00 PM

TOWN OF LONDONDERRY



Personnel and Compensation Policy for Non-Represented Employees

*Revised: September 12, 2016
November 1, 2004
July 31, 2000*

Adopted: January 12, 1998

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ARTICLE 1: PURPOSE

1. The Town of Londonderry hereby establishes the following Personnel and Compensation Policy for non-represented employees as adopted by the Town Manager and approved by the Town Council.
2. The Policy is intended to assure uniformity of treatment for every non-represented Town employee, regardless of the department to which assigned.
3. The Policy is effective upon approval of Town Council and supersedes all prior policies and practices pre-dating this document.
4. Employees covered by this Policy shall receive a copy of the Policy and shall receive amendments as changes(s) occur with direction as to the impact of such change(s).
5. It is the responsibility of each employee to acquaint himself/herself thoroughly with the provisions of this Policy and any subsequent published revisions. If an employee is uncertain regarding any provision(s) or terminology included in the policy, he/she is responsible to consult with his/her supervisor for clarification.
6. It is the Town's policy to extend to its non-represented employees wages, benefits, and work conditions at least equal to those engaged by represented employees.

ARTICLE 2: ADMINISTRATION OF POLICY

1. It shall be the responsibility of the Town Council to approve additional sections or amendments that comprise the Policy.
2. The Town Manager shall be responsible for the development and overall administration of the Policy.
3. Department Heads shall be generally responsible for adherence to this Policy within their departments.
 - a. Department Heads may adopt departmental policies consistent with this policy.
 - b. Departmental policies shall be as established by the Department Head.
 - c. This does not remove the Town Manager from overall responsibility for and review of the administration of the Town.
 - d. Affected employees shall receive copies of new, or amended, departmental policies.

ARTICLE 3: SCOPE

1. All probationary employees, full-time and part-time employees not in a bargaining unit shall be covered by the contents of this Policy. Unless specifically noted, the term "employee(s)" will be utilized when referring employee group listed above.
2. The contents of this Policy shall not apply in those areas that are found to conflict with Federal or State statute(s).

3. This Policy supersedes all previous plans and invalidates all inconsistent provisions of previous Town Council's directives, personnel policies or other personnel documents.

ARTICLE 4: DEFINITIONS

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.

DEPARTMENT: A functional division of the Town.

EMPLOYEE: Hereinafter used, refers to Town employees not represented by a collective bargaining unit.

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 from the date of appointment to a position, and may be extended for an additional six (6) months by the Town Manager.

FULL-TIME EMPLOYEES: Employees who have successfully completed a probationary period and are normally assigned work of at least forty (40) hours per week.

REGULAR PART-TIME EMPLOYEES: Employees who have successfully completed a probationary period and are normally assigned work of less than forty (40) hours per week. Regular part-time employees that are normally assigned twenty (20) hours or more work per week may receive fringe benefits prorated for their normal hours worked at the sole discretion of the Town Manager or as otherwise mandated by law. Regular part-time employees that are normally assigned less than twenty (20) hours per week shall not receive pro-rated fringe benefits, other than those mandated by law. Part-time employees that are not normally assigned a regular work week shall not receive fringe benefits, other than those mandated by law.

TEMPORARY EMPLOYEES: Employees that are filling positions designated by the Town as "Temporary" for a predetermined length of time. Temporary employees do not receive fringe benefits, other than those mandated by law.

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

ARTICLE 5: NON DISCRIMINATION

The Town agrees not to discriminate against an employee of the unit because of race, creed, color, sex, age, national origin, religion, marital status, sexual orientation, or disability.

ARTICLE 6: APPOINTMENT AND PROBATION PERIOD

1. All appointments shall be made by the Town Manager pursuant to the Londonderry Town Charter, Article 4 – Section 4.6B and 4.7.

2. The purpose of the initial six (6) month probation period is to assess the employee's performance. The employee will be given a written evaluation mid-way through the probation period. At any time during the probation period, the employee may be dismissed by the Town Manager. Said dismissal process shall not be subject to the procedures outlined below in Article 24 and Article 25.
3. The Town Manager shall approve any extension of the probationary period in cases where the employee's performance falls below expectation. Extension will be established for a definitive time frame during which the employee will be re-evaluated on the basis of a written plan for achieving and maintaining a satisfactory performance.
4. Successful completion of the probation period will result in the appointment of employee to regular employment status.
5. The probation period may be waived in cases of movement within the Town's organization where an employee assumes duties and responsibilities that are substantially similar to a previously held Town position.
6. 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 Town Manager, 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 Town Manager from imposing other appropriate disciplinary action for unsatisfactory performance or conduct.

ARTICLE 7: 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; i.e., the last employee hired 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 to the position from which laid off before new employees are hired or to another association position for which they are otherwise qualified as determined by the Town.

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 layoff shall not be paid again. The employee shall be placed at the same salary paid at the time of layoff.

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.

ARTICLE 8: SCHEDULED WORK WEEK AND HOURS

The normal work schedule for employees shall be as follows:

Full-time employees will work Monday through Friday, normally 40 hours per week. Regular part-time employees will work their regularly scheduled normal workweek as determined by the Town.

Upon being required by their job functions to work in excess of their normal work week, exempt employees may take administrative time off equal to the excess times required by their job functions for appearances before the Town Council, Town Boards and Commissions, citizens' groups, and intergovernmental bodies; and for maintenance of essential services during emergencies. Employees required by their job functions to work in excess of their normal workweek shall not refuse to work such required time, except for good cause.

No employee shall have in excess of eighty hours (80) accumulated administrative time at any time. Employees may each year beginning July 1, 2004, exercise the option to cash out a maximum of sixty (60) hours per fiscal year during the first pay period in June, and any administrative time off remaining at the end of the fiscal year may not be carried over into the next year.

ARTICLE 9: WAGE/SALARY SCHEDULES

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 Town Manager.

It shall be the responsibility of the Town Manager to determine, on a regular basis, if the Wage/Salary Schedules are appropriate and make changes as warranted, as provided by Charter.

Effective July 1, 2017 and each subsequent year, all full-time and regular part-time employees shall receive a cost of living adjustment based upon the Boston Regional Office Consumer Price Index referred to as CPI-U as published by the U.S. Department of Labor, for the twelve (12) month average for the period ending December 31 of the preceding year, except that in no event shall such increase be greater than three (3) percent and if the adjustment would be negative, no such adjustment shall occur.

ARTICLE 10: PERFORMANCE PAY PLAN

Plan Administration:

- a Each employee shall be eligible for a merit increase of up to two and one-half percent (2.5%) based on annual evaluations based on the date of their appointment to their current grade within their existing job position by his/her immediate supervisor to determine merit eligibility.

Each employee shall provide the employee's immediate supervisor with a written self-assessment of the employee's own performance not less than sixty (60) days prior to the annual anniversary of the employee's date of appointment to her/his current grade within their existing job position. The immediate supervisor shall meet with the

employee within thirty (30) of the supervisor's receipt of the self-evaluation for the sole purpose of reviewing the annual performance evaluation noted above and determine the amount of the merit increase. The focus of the annual self-evaluation shall be the employee's effective discharge of his/her duties.

- b Interim evaluations may be conducted at any time during the evaluation year as necessary due to the employee's supervisor deeming the employee's performance unsatisfactory. All such cases must be documented, including identification of the performance deficiency, a specific plan and timetable for achievement of a satisfactory evaluation.
- 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.
- d Evaluations are to be as objective in nature as possible and may be appealed to the Town Manager, but are not subject to the grievance procedure.
- e Overall responsibility for administration of the program shall be vested with the Town Manager.

The effective date of this Article shall be January 1, 2017.

ARTICLE 11: 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 Town may simultaneously advertise the position through outside media while posting it on departmental bulletin boards. The posting shall include the current position description, salary range, test procedure and including weight of part of the test (if any).

ARTICLE 12: HOLIDAYS

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

New Year's Day	Veteran's Day
President's Day	Thanksgiving Day
Martin Luther King Day or Floating Holiday	The Day After Thanksgiving
Memorial Day	1/2 day on December 24
Independence Day	Christmas Day
Labor Day	1/2 day on December 31
Columbus Day	

If an employee is required to work on a holiday, the employee shall be allowed to take a mutually agreed upon discretionary day off within three months of the holiday missed. The Town shall not deny mutual agreement with an individual's request to take discretionary time

off, except for good cause.

ARTICLE 13: VACATIONS

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

<i>Length of Continuous Service</i>	<i>Vacation Accrual Rate (Hours per Month)</i>	<i>Days Per Year</i>
Date of Hire to 12 months of service	6.66	10
13th month through 24th month	7.33	11
25th month through 36th month	8.00	12
37th month through 48th month	8.66	13
49th month through 60th month	10.66	16
61st month through 72nd month	11.33	17
73th month through 84th month	12.00	18
85th month through 96th month	12.66	19
97 th month through 108th month	13.33	20
109 th month through 120th month	14.00	21
121th month through separation	14.66	22

Starting vacation time may vary based on years of service credit given by the Town for relevant training, education and experience in excess of the minimum normally required for employment.

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.

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.

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) weeks advance notice of his/her intent to terminate employment with the Town. The Town Manager is authorized to waive or otherwise reduce the minimum advance notice requirement.

If an employee covered by this contract is eligible for fifteen (15) or more days of vacation during the current service year, such employee shall have the option of being paid for any unused vacation time up to five (5) days.

ARTICLE 14: SICK LEAVE

Sick Leave shall accrue at the rate of one and one-quarter (1.25) days per month. Sick Leave may accumulate to a maximum of one hundred and twenty-five (125) days.

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 Town Manager, 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 may be used for an instance of illness of a member of the employee's immediate family. For purposes of the Section, immediate family shall be: husband, wife, child or parent of either the employee or employee's spouse.

Employees that leave the employment of the Town for any reason, other than cause, shall be eligible for a maximum payment of their accumulated sick leave up to the following schedule:

1-5 years	10 days
6-10 years	27 days
11-15 years	45 days
16-25 years	60 days
over 25 years	90 days

An employee may not receive payment for more sick leave than she or he has accumulated at the time of termination.

In the event termination of employment shall be the result of an 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.

Any non-work related accident or illness in excess of fourteen (14) consecutive calendar days shall be treated in accordance with Article 19 - Insurance, 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.

ARTICLE 15: 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 Town Manager who shall make a final determination as to whether or not the leave will be granted. The decisions of the Town Manager shall not be subject to the grievance procedure set forth in Article 25 below.

Employees shall be granted two (2) paid personal days per fiscal year at their standard daily rate. Scheduling shall be with the employee's immediate supervisor 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.

ARTICLE 16: 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	Father-in-Law
Aunt	Live In Partner	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 Town Manager.

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 Town Manager.

ARTICLE 17: 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.

ARTICLE 18: 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.

ARTICLE 19: INSURANCE

Health Insurance

1. Effective July 1 of each year, the Town shall contribute towards the cost of health insurance selected by the eligible employee at the rate of eighty five percent (85%) of the Blue Choice - Plan One with Rider or a successor plan agreed to by the parties, based on the applicable rates in effect as of July 1 of each successive year for either a single person, two-person, or family plan for each member. Employees hired after November 1, 2004, the Town shall contribute towards the cost of

health insurance selected by the eligible employee at the rate of seventy five percent (75%) of the Blue Choice - Plan One with Rider, lesser plan or a successor plan agreed to by the parties, based on the applicable rates in effect as of July 1 of each successive year for either a single person, two-person, or family plan for each member. Employees promoted into the unit after October 31, 2004 shall retain the same level of coverage received prior to promotion.

There shall be no pay back of any differential if an individual chooses a lesser plan.

In the event an employee opts for more comprehensive coverage through an alternative Blue Cross/Blue Shield plan offered through the HealthTrust, such employee shall be responsible for payment of the difference between contributions provided by the Town for Blue Choice Plan One with Rider and the applicable premium rate for the more comprehensive coverage.

2.A. Effective January 1, 2017, the Town shall contribute towards the cost of health insurance selected by the eligible employee as follows: ninety percent (90%) of the premium for Lumenos – High-Deductible Health Plan for single, two-person or family coverage. In the event an employee opts for a plan other than Lumenos, the employee will pay the additional premium cost over and above 100% of the premium cost of the Lumenos plan.

2.B. Effective July 1, 2017, the Town shall contribute towards the cost of health insurance selected by the eligible employee as follows: 100% of the premium for Lumenos - High-Deductible Health Plan for single, two-person or family coverage. In the event an employee opts for a plan other than Lumenos, the employee will pay the additional premium cost over and above 100% of the premium cost of the Lumenos plan.

2.C. Employees who opt to participate in the Lumenos plan, the Town shall contribute to the employee’s Health Savings Account as follows:

January 2017	\$2,500 single coverage / \$5,000 two-person or family coverage
FY2018	\$0 single coverage / \$0 two-person or family coverage
FY2019	\$1,000 single coverage / \$2,000 two-person or family coverage
FY2020	\$1,000 single coverage / \$2,000 two-person or family coverage

Payments to the Health Savings Account shall be made in the first pay period in January 2017, July 2018; and July 2019. 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.

Dental Insurance: The Town agrees to provide at no cost to employees dental insurance through Northeast Delta Dental, Option III, 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: The Town shall provide, at no expense to employees, life insurance equal to one (1) year's base salary up to a maximum of \$100,000, with benefits for accidental death and dismemberment equal to one (1) year's base salary up to a maximum of \$100,000.

Short-Term Disability: The Town shall provide, at no expense to employees, short-term disability insurance covering non-work related accidents and illness to commence on the fifteenth (15) 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 at the time the employee became eligible.

Long-Term Disability: The Town shall provide, at no expense to employees, long-term disability insurance covering non-work related accidents and illness to commence on the twenty sixth (26) week of such illness or accident at 70% of the employee's basic weekly earnings at the time the employee became eligible.

Indemnification: 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 as determined by the Town, 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.

Insurance Buy Out: 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. Regular part-time employees shall not be eligible for the insurance buyout.

Medi-Comp III: The Town shall provide at the employee's expense, Medi-Comp III coverage to employees who upon reaching age sixty-five (65) qualify 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.

ARTICLE 20: 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 their regular rate of pay (budget wage less normal deductions) while on injury/illness for a period of twelve (12) months from date of such injury or illness. All workers' compensation benefits received by an employee shall be assigned by the employee ("sign over" the checks) to the Town to receive said rate of pay.

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.

Employees who are covered by workers' compensation may utilize sick leave and/or personal days and/or vacation time (in that order) to make up the difference between the workers' compensation rate and their regular rate of pay after the twelve (12) month period in Paragraph 1 above is exhausted.

ARTICLE 21: CLOTHING/TRAVEL ALLOWANCE

Employees required to wear a uniform, including work boots, shall receive an annual uniform allowance of \$500 for the purpose of purchasing and maintaining required uniforms. Such allowances shall be payable only for approved items and must be supported by receipt of expenditure. The Town will reimburse employees at the federal government rate for vehicle usage when personal vehicles are utilized for Town business other than transportation to and from work.

ARTICLE 22: EDUCATIONAL INCENTIVE

Any employee who has a Masters or Doctorate degree shall receive an annual educational incentive of \$500 for a Masters 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 weekly installments throughout the year.

Employees shall receive tuition payments for courses passed in a job related degree program, certificate program or any other program approved by their department head. Tuition will be paid upon satisfactory evidence of course enrollment provided the employee sign a release for repayment of cost of the course should the employee for whatever reason fail to obtain a passing grade for the course.

ARTICLE 23: PROFESSIONAL CERTIFICATIONS

The Town will cover the costs of obtaining or maintaining certifications, licensing and professional association membership currently paid for so long as such memberships remain applicable and the costs of other certification, licensing and professional association membership as may become applicable in the future as required for their position and or authorized by the Town Manager.

ARTICLE 24: DISCIPLINE AND TERMINATION

An employee who is not a Department Head, may be disciplined for just cause and terminated/dismissed without cause or for just cause. Just cause shall include dishonesty, misfeasance, malfeasance, neglect of duty, negligence, insubordination, incapacity or unfitness to perform her/his duties, or behavior detrimental to the Town.

If an employee is terminated without cause, the employee shall be entitled to severance pay in the amount of eight (8) weeks' wages. If the employee is terminated for just cause, the employee shall not be entitled to any severance pay.

Department Heads may be disciplined, suspended or dismissed only for just cause and only as provided in Article 4, Section 4.7 of the Londonderry Town Charter.

ARTICLE 25: GRIEVANCE PROCEDURE

Definitions:

- A grievance under this article is defined as an alleged wrong considered by an employee as grounds for a complaint.
- 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 employee 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.

Written grievances must be submitted to the Town Manager within ten (10) 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 ten (10) working days of denial of the complaint by the immediate supervisor. The Town Manager will meet with the employee within ten (10) working days after receipt of the written grievance, and will give a written reply to the employee within five (5) working days thereafter. The Town Manager's decision shall be final.

TOWN OF LONDONDERRY, NEW HAMPSHIRE

Expenditures by Department

General Fund

June 30, 2016 - Unaudited - 100% of Fiscal Year

Description	Original Budget	Adjusted Budget	Expenditures This Period	Expenditures Year To Date	Enc.	Available Budget	% Expended	Notes
Town Council	12,099	12,099	-	15,025	-	(2,926)	124.19%	
Town Manager	632,140	630,140	37,230	487,952	130,000	12,188	98.07%	
Moderator	300	300	-	-	-	300	0.00%	
Budget Committee	1	1	-	-	-	1	0.00%	
Town Clerk	422,799	422,799	83,692	419,395	-	3,404	99.19%	
Supervisors of the Checklist	18,214	18,214	554	10,343	-	7,871	56.79%	
Finance	647,690	647,690	69,948	577,714	-	69,976	89.20%	
Personnel Health Insurance Holdings	(179,400)	(179,400)	6,905	(193,536)	4,500	9,636	105.37%	
Assessing	394,176	394,176	49,017	370,275	-	23,901	93.94%	
Information Technology	375,340	375,340	104,694	395,000	17,201	(36,861)	109.82%	
Legal Expenses	174,500	174,500	30,602	170,797	-	3,703	97.88%	
Zoning Board	49,485	49,485	(242)	42,243	-	7,242	85.37%	
General Government	506,514	506,514	96,146	397,984	23,343	85,187	83.18%	
Cemetery	32,974	32,974	8,855	36,559	-	(3,585)	110.87%	
Insurance - Property & Liability	244,652	244,652	-	177,579	-	67,073	72.58%	
Conservation Commission	3,300	3,300	1,205	3,118	-	182	94.49%	
Police	8,181,524	8,286,524	930,839	8,119,211	71,912	95,401	98.85%	
Fire	6,747,624	7,010,768	800,902	6,778,288	34,072	198,408	97.17%	
Building	329,219	331,219	34,760	330,509	-	710	99.79%	
DPW-Highway Administration	1,978,632	1,978,632	182,442	1,735,520	91,314	151,798	92.33%	
DPW-Highway Operations	1,240,882	1,240,882	635,495	1,399,244	12,409	(170,771)	113.76%	
DPW-Solid Waste-Waste Collection & Recycling	1,942,691	1,942,691	296,330	1,729,915	65,014	147,762	92.39%	
Social Services	53,864	53,864	-	44,464	-	9,400	82.55%	
Welfare	121,268	121,268	9,167	62,053	-	59,215	51.17%	
Cable	276,799	276,799	41,407	265,005	-	11,794	95.74%	
Recreation	151,572	151,572	24,658	148,634	-	2,938	98.06%	
Library	1,267,215	1,267,215	135,615	1,253,604	-	13,611	98.93%	
Senior Affairs	52,787	52,787	6,006	53,306	-	(519)	100.98%	
Community Development	384,333	384,333	67,605	366,695	20,000	(2,362)	100.61%	
Debt Service	2,514,318	2,514,318	-	2,479,661	-	34,657	98.62%	
Capital - Land & Land Improvements	50,000	50,000	-	49,999	-	1	100.00%	
Capital - Vehicles, Machinery & Equipment	-	-	-	-	-	-	-	
Capital - Buildings	-	-	-	-	-	-	-	
Capital - Other	720,000	720,000	-	600,000	118,925	1,075	99.85%	
Transfer to Capital Projects Fund	-	-	-	-	-	-	-	
Transfer to Capital Reserve Fund	295,000	323,000	-	323,000	-	-	100.00%	
Taxes Paid to County	-	3,412,421	-	3,412,421	-	-	100.00%	
Taxes Paid to School District	-	53,616,277	5,041,277	53,616,277	-	-	100.00%	
Total Expenditures	29,642,512	87,067,354	8,695,108	85,678,253	588,689	800,412	99.08%	

TOWN OF LONDONDERRY, NEW HAMPSHIRE

Revenue by Source
General Fund-Fiscal Year 2016

June 30, 2016 - Unaudited - 100.00% of Fiscal Year

Description	Original	Adjusted	Revenue	Revenue	Revenue	% Revd	Notes
	Budget	Budget	This Period	Year To Date	Due		
Land Use Change Tax	-	-	69,600	69,600	(69,600)	#DIV/0!	
Yield Taxes	3,500	19,500	-	33,687	(14,187)	172.75%	
Payment in Lieu of Taxes	646,555	646,555	-	646,554	1	100.00%	
Excavation Taxes	10,000	11,700	-	16,634	(4,934)	142.17%	
Interest & Costs on Late Property Taxes	300,000	300,000	3,900	222,589	77,411	74.20%	
Business Licenses & Fees	7,000	6,000	1,020	5,041	959	84.02%	
Motor Vehicle Permits	6,250,000	6,300,000	632,945	7,415,143	(1,115,143)	117.70%	
Building Permits	225,000	400,000	29,416	512,737	(112,737)	128.18%	
Dog Licenses	17,000	16,000	1,543	14,962	1,038	93.51%	
Marriage Licenses	3,500	4,500	682	6,790	(2,290)	150.89%	
Reclamation Fees	16,000	16,000	1,440	16,287	(287)	101.79%	
Other Licenses and Permits	1,500	1,500	(49)	926	574	61.74%	
Meals & Room Tax	1,074,295	1,168,802	-	1,168,802	(0)	100.00%	
Highway Block Grant	504,841	569,118	-	582,787	(13,669)	102.40%	
Water Pollution Grant	44,236	41,569	-	41,569	-	100.00%	
Other State Grants	75,000	8,500	-	51,915	(43,415)	610.77%	
Zoning Review	30,000	30,000	3,262	68,061	(38,061)	226.87%	
Police Department	38,000	32,000	2,335	27,581	4,419	86.19%	
Fire Department	526,500	616,500	(155,601)	793,825	(177,325)	128.76%	
Public Works Department	85,000	87,000	17,924	107,315	(20,315)	123.35%	
Cable Department	325,000	375,000	-	491,340	(116,340)	131.02%	
Recreation Department	5,000	5,000	-	7,392	(2,392)	147.84%	
Senior Affairs Department	1,500	1,500	232	2,564	(1,064)	170.90%	
Interest on Investments	10,000	20,000	5,032	31,944	(11,944)	159.72%	
Insurance Reimbursements	50,000	50,000	-	3,529	46,471	7.06%	
Other Miscellaneous Revenue	300,000	301,500	273,188	318,170	(16,670)	105.53%	
Transfers from Special Revenue Fund	415,000	415,000	416,924	416,924	(1,924)	100.46%	
Transfers from Capital Reserve Fund	384,500	384,500	87,748	388,604	(4,104)	101.07%	
Total Revenue	11,348,927	11,827,744	1,391,540	13,463,273	(1,635,529)	113.83%	

ORDER 2016-31

An order relative to
Withdrawal From the Fire Truck Capital Reserve

First Reading: 09/12/16
Second Reading: Waived
Adopted: 09/12/16

WHEREAS the Town of Londonderry, by passage of warrant article #11 at its 1995 Town Meeting, established the Fire Truck Capital Reserve and authorized the Londonderry Town Council as agents to expend; and

WHEREAS the Town Council issued Resolution #2015-03 authorizing a master lease agreement with First Niagra Leasing, Inc. for fiscal years 2015-2019 in an aggregate principle amount of \$3,400,000; and

WHEREAS the Londonderry Fire Department has complied with the Town's purchasing policy consummating in the lease-purchase of a Pierce Tanker; and

WHEREAS sufficient funds are available in the Fire Truck Capital Reserve;

NOW THEREFORE BE IT ORDERED by the Londonderry Town Council that the Town Treasurer is hereby directed to disburse \$46,161.59 from the Fire Truck Capital Reserve, for the first annual payment due as detailed on the attached lease amortization schedule.

John Farrell - Chairman
Town Council

Sharon Farrell - Town Clerk

(TOWN SEAL)

A TRUE COPY ATTEST:
9/12/2016

1 The Special Town Meeting Deliberative Session took place on Monday, August 15, 2016. The meeting was
2 called to order at 7:00 PM at Moose Hill Council Chambers at Londonderry Town Hall.
3

4 **MEMBERS OF THE MEETING PANEL**

5
6 Robert SaurModerator
7 Mike Ramsdell..... Town Attorney
8 **Panel Members:**
9 John FarrellChairman - Town Council
10 Tom Freda..... Vice-Chairman- Town Council
11 Joe Green (**Absent**)..... Councilor
12 Tom Dolan Councilor
13 Jim Butler (**Absent**) Councilor
14 Kevin Smith Town Manager
15 Doug SmithFinance Director
16 Sherry Farrell..... Town Clerk/Deputy Tax Collector
17 Kirby Wade Executive Assistant
18 **Budget members:**
19 Jay Hooley.....Chairman
20 Greg Warner..... Budget Member
21 Christine Patton..... Budget Member
22 Tim Siekmann Budget Member
23 Gary Vermillion Budget Member
24 Dana Coons (**Absent**)..... Budget Member
25
26
27

28 **OPENING REMARKS**

29
30 Moderator Saur called the meeting to order. Saur stated that he is familiar with everyone in the room so he did
31 not feel the need to read the rules. The meeting opened with the Pledge of Allegiance and a moment of
32 silence for all Londonderry first responders and all the men and women who serve us here and abroad.
33

34 **Rules:** Ruling of the Moderator may be challenged by a majority vote before the Moderator moves onto the
35 next item of business. All Warrant Articles will be brought up for discussion and open for amendments. All
36 amendments must be in writing and given to Mr. Saur and will be done one at a time. The amendment cannot
37 be added in subject and no Article can be tabled. No more than one amendment will be allowed on the floor at
38 a time. Moving an Article to the ballot does not require a vote at the Deliberative Session. A secret ballot on an
39 Amendment will be taken if five (5) voters request it before we vote. A recount will be taken on a non-secret
40 ballot if seven (7) voters make the request. Moving the previous question requires a 2/3 majority to pass,
41 however, if you are in line at the microphone and wish to speak for the first time it will be accepted as long as
42 the subject has not been discussed for half an hour. A motion to Restrict Reconsideration is permitted after the
43 Article has been placed on the ballot. All non-voters are in their designated area and may not vote.
44

45
46 To the inhabitants of Londonderry in the County of Rockingham in said State qualified to vote in Town
47 Affairs:

48
49 Voters are hereby notified to meet at the Moose Hill Conference Room, Town Hall in Londonderry on Monday
50 the fifteenth (15th) day of August, 2016, at seven o'clock in the evening for the Deliberative Session of the
51 Special Budgetary Town Meeting.

52
53 Voters are further notified to meet at the Londonderry High School Gymnasium on Tuesday, September 13,
54 2016 to act upon the proposed collective bargaining agreements, as may be amended by the Deliberative
55 Session, all by official ballot, at seven o'clock in the morning and to close not earlier than eight o'clock in the
56 evening.

57
58 ***ARTICLE NO. 1: [RATIFY THE EXTENSION OF THE COLLECTIVE BARGAINING***
59 ***AGREEMENT BETWEEN LONDONDERRY ADMINISTRATIVE EMPLOYEES***
60 ***ASSOCIATION-TOWN ADMINISTRATIVE PERSONNEL AND THE TOWN OF***
61 ***LONDONDERRY]***

62
63 To see if the Town will vote to approve the cost items included in the collective bargaining agreement
64 reached between the Town of Londonderry and the American Federation of State, County and Municipal
65 Employees, Council 93 (LAEA-Unit B-Town Administrative Personnel), which calls for the following
66 appropriations for salaries and benefits over what was raised under the current agreement and policies for the
67 employees of the Union:

68

Year	Cost Increase from Previous FY	Tax Increase from Previous FY	Total Estimated Cumulative Cost	Average Rate Increase
FY 17	\$42,905	\$.01	\$42,905	1.5%
FY 18	(\$26,947)	(\$0.01)	\$15,958	1.5%
FY 19	(\$9,286)	\$0.00	\$6,672	1.5%
FY 20	(\$12,923)	\$0.00	(\$6,251)	1.5%

69
70 And further, to raise and appropriate the sum of \$42,905 (\$0.01 on the tax rate) for the FY 17 expenses,
71 such sum representing the additional cost attributable to the increase in salaries and benefits over those of
72 the appropriation at the current staffing levels paid under the existing agreement. (LAEA-Unit B-Town
73 Administrative Personnel includes 12 full-time employees in 7 Departments.)

74
75 **(If passed, this article will require the Town to raise \$42,905 in property taxes, resulting in a tax rate**
76 **impact of \$0.01 in FY 17 based upon projected assessed values.)**

77
78 ***This article is supported by:***
79 ***Town Council – (Yes 3-0-0) Budget Committee – (Yes 4-1-0)***

80
81

82 Town Manager Smith stated that the previous contract for this Union expired June 30, 2015. The proposed
83 agreement covers a four year period from July 1, 2016 through June 30, 2020. The parties have agreed to cost
84 of living adjustments of 1.5% in each year of the contract and changes to employee options for healthcare
85 coverage including employee copayment for such coverage.

86
87 Councilor Tom Freda made a **MOTION** to accept Article 1 as read and move to the ballot.
88 **SECOND** by Councilor John Farrell.

89
90 **Discussion:**

91
92 Mary Soares, Gail Rd, asked if the Council could explain to the public why there are decreases in amounts as
93 the years go on that there is no tax increase beyond the first year. Is that because of the concessions that the
94 employee's made with the health insurance? Town Manager Smith stated that largely it is, comparing it to what
95 we would currently pay if we did nothing so the Town stayed with the current health insurance and stayed at
96 zero COLAS (cost of living adjustments). Smith stated that there is a COLA increase of 1.5% each of the four
97 years but the healthcare was reconfigured and that rather than basing the coverage on the top costing healthcare
98 coverage, the Town is now going to base it off of a much lower cost coverage, an HSA Luminous plan. The
99 Town percentage wise is more generous as far as contributing more as part of that healthcare plan but the
100 overall plan itself costs significantly less, saving the Town a lot of money.

101
102 Seeing no other discussion, Article 1 is moved to the ballot.

103
104 ***ARTICLE NO. 2: [RATIFY THE EXTENSION OF THE COLLECTIVE BARGAINING***
105 ***AGREEMENT BETWEEN AFSCME LOCAL 1801 AND THE TOWN OF LONDONDERRY]***

106
107 To see if the Town will vote to approve the cost items included in the collective bargaining agreement
108 reached between the Town of Londonderry and the American federation of State, County and Municipal
109 Employees, Local 1801, which calls for the following appropriations for salaries and benefits over what was
110 raised under the current agreement and policies for the employees of the Union:

<u>Year</u>	<u>Cost Increase from Previous FY</u>	<u>Tax Increase from Previous FY</u>	<u>Total Estimated Cumulative Cost</u>	<u>Average Rate Increase</u>
FY 17	\$51,114	\$.01	\$51,114	1.5%
FY 18	(\$22,012)	(\$0.01)	\$29,102	1.5%
FY 19	(\$3,389)	\$0.00	\$25,713	1.5%
FY 20	(\$7,083)	\$0.00	\$18,630	1.5%

111
112 And further, to raise and appropriate the sum of **\$51,114** (\$0.01 on the tax rate) for the FY 17 expenses, such
113 sum representing the additional cost attributable to the increase in salaries and benefits over those of the
114 appropriation at the current staffing levels paid under the existing agreement. (Local 1801 includes 19 full-time
115 and part-time employees in 6 departments.)

116
117 **(If passed, this article will require the Town to raise \$51,114 in property taxes, resulting in a tax rate**
118 **impact of \$0.01 in FY 17 based upon projected assessed values.)**

119
120

121 *This article is supported by:*
122 *Town Council – (Yes 3-0-0) Budget Committee – (Yes 4-1-0)*
123

124 Town Manager Smith stated that the previous contract for this unit expired in June 30, 2015. The proposed
125 agreement covers a four year period from July 1, 2016 through June 30, 2020. The parties have agreed to cost
126 of living adjustments of 1.5% in each year of the contract and changes to employee options for healthcare
127 coverage including employee copayment for such coverage.
128

129 Councilor Tom Freda made a **MOTION** to accept Article 2 as read and move to the ballot.
130 **SECOND** by Councilor Tom Dolan.
131

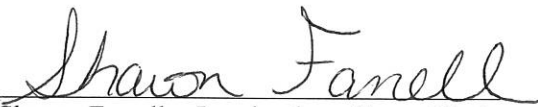
132 **Discussion:**
133

134 There was no other discussion.
135

136 Mary Soares motioned to restrict reconsideration on both Article 1 and Article 2. Second by Art Rugg.
137

138 **VOTE IN THE AFFIRMATIVE TO ADJOURN THE TOWN MEETING**

139 Town Meeting Closed at 7:10 P.M.
140
141
142

143 
144
145
146 Sharon Farrell – Londonderry Town Clerk

LONDONDERRY TOWN COUNCIL MEETING MINUTES

1
2 **August 15, 2016**

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

6
7 Present: Chairman John Farrell; Vice Chairman Tom Freda; Councilor Tom Dolan; Town Manager Kevin Smith; Executive
8 Assistant Kirby Wade; Absent; Councilors Jim Butler and Joe Green.

9
10 **CALL TO ORDER**

11
12 The Town Council meeting followed the Deliberative Session at 7:15 pm. The meeting started with with the Pledge of
13 Allegiance. This was followed by a moment of silence for all the men and women who serve us here and abroad and all first
14 responders here in Londonderry.

15
16 **PUBLIC COMMENT**

17
18 Chairman Farrell mentioned that Town Manager Smith has a memo regarding voting traffic that he would like to present to
19 the public. Town Manager Smith stated that it is more of an update. [See attached maps]. Smith invited up Police Chief Bill
20 Hart and Town Planned Colleen Mailloux.

21
22 There was no direction being given by those people. The plan was done by the Town Planner. Jason Breen and Chief
23 O'Briens staff. We have learned a lot and we are going to keep our fingers crossed that it works out. Chairman Farrell ask the
24 public if there was any more comment.

25
26 John Loker, 24 Parmenter Rd, commended the Town and the Police Department on the plan. It eliminates when was a major
27 problem last time.

28
29 Councilor Freda read a statement into the record. [See attached].

30
31 Vice Chairman Freda stated that Curro complained about how he can't wait to see the tax impact and what services these
32 developments will have. Mr. Curro disputed the studies. He had plenty of opportunity to present alternate studies claiming its
33 tax impact of multi-family homes to the planning board. The school board asked the planning department to provide the
34 impact. Specific parcel he is referring to has been undeveloped for ten years.

35
36 Chief O'Brien stated that Londonderry will be one of the future dispatch centers. He thinks it's a great opportunity. Be a role
37 model in the State. Chairman Farrell asked Chief O'Brien. What was brought in CIP was what they were looking at. It is not
38 what they thought it was going ot be and he at least wanted to present it to you. Chairman Farrell stated that the CIP meeting,
39 it was discussed that they came forward with a number that was in the millions. He wasn't sure whether to include it or not.
40 Update equipment on a regular basis. At the end of the leasing cycle we can hold onto it for a period of time. It will be town
41 wide, Police and Fire. Jeremy Mague stated that one of the things that they looked at was just the fire department specifically.
42 They are going to be combined to make a better plan.

43
44 Deb Lievens, 105 Gillcrest Rd, stated that she is talking on behalf of the SNHPC. She introduced Jack Munn. Lievens stated
45 that they are working on a regional solar project. Munn is here to present something that we can do in Londonderry. Munn
46 said it's a neighbor to neighbor marketing. Munn said so far the program has been very successful. It has resulted in a 150

LONDONDERRY TOWN COUNCIL MEETING MINUTES

47 people going solar. Munn stated that they would hope that this could be something that would be supported in Londonderry.
48 Munn stated that they have a world class marketing firm out of DC that helps run the program. The Council agreed that they
49 were interested in the program. Lievens stated that there is paperwork for Town Manager Smith to sign.

50

51

PUBLIC HEARING

52

53 Motion to open Public Hearing made by Councilor Dolan and second by Vice Chairman Freda. Chair votes 3-0-0.

54

55 Chairman Farrell introduced Ordinance #2016-05, an amendment to the Zoning Ordinance relating to transferring parking
56 and loading standards to the site plan regulations. Town Planner Colleen Mailloux presented. Mailloux stated that this
57 amendment came out of the 2014-2015 zoning audit which is trying to simply what may seem as a complication Zoning
58 Ordinance. It makes it easier for people when looking for waivers and approvals on parking standards. There were no
59 questions from the Council. Motion to approve Ordinance #2016-05 made by Vice Chairman Freda and second by Councilor
60 Dolan. Chair votes 3-0-0.

61

62 Chairman Farrell introduced Ordinance #2016-01, an amendment to the Zoning Ordinance relating to rezoning a portion of
63 map 17, lot 45, 280 Rockingham Road. This was presented by Earl Bashford from Hayner Swanson Inc. Bashford is
64 representing the applicant, the Evans family. Chairman Farrell stated that the School Board came out strongly opposed. There
65 is a memo that was presented to the applicant. Chairman Farrell stated that he will probably vote no and with only three
66 Councilors here this evening he is going to give some options. Chairman Farrell stated that he can withdraw and go back to
67 the Planning Board now that they have new information or he will call for a vote. Bashford stated that he will request a
68 withdrawal. Chairman Farrell stated that it is granted. Councilor Dolan motioned to table Ordinance #2016-01 indefinitely.
69 Vice Chairman Freda second. Chair votes 3-0-0.

70

71 Motion to close Public Hearing made by Councilor Dolan and second by Vice Chairman Freda. Chair votes 3-0-0.

72

73

NEW BUSINESS

74

75 Chairman Farrell introduced Order #2016-28. The expenditure of Maintenance Trust Fund for various projects. Steve Cotton
76 presented. Cotton stated that he is looking to have three invoices paid. Cotton stated that with this order we are looking for
77 \$10,107.62. Councilor Dolan motioned to approve Order #2016-28, second by Vice Chairman Freda. Chair votes 3-0-0.

78

79 Chairman Farrell introduced Resolution #2016-18, a Resolution relative to the award of a contract for sewer infrastructure.
80 Public Works Director Janusz Czyzowski. Czyzowski stated that a couple years ago in conjunction with Pettengill Road
81 intersected with exception of pumping station on the southern end, it was left up- to when new development came. Seven
82 bids were received. We went with the lowest bidder and it is recommended to award this contractor. Motion to approve
83 Resolution #2016-18 Councilor Dolan and second by Vice Chairman Freda. Chair votes 3-0-0.

84

85 Chairman Farrell introduced Order #2016-29, an Order relative to the expenditure of Capital Reserve Funds for highway
86 truck and equipment. Janusz Czyzowski stated that in accordance with the Capital Reserve Fund, we purchased equipment.
87 Motion to approve Order #2016-29 made by Councilor Dolan and second by Vice Chairman Freda. Chair votes 3-0-0.

88

89 Chairman Farrell introduced Order #2016-30, an Order relative to the expenditure of Recreation Impact Fees to install lights
90 at West Road filed #1. Steve Cotton stated that project has been started. We went out for three bids. Cotton stated that they
91 are looking to use \$96,000.00 out of the Impact Fee toward the project. That is not the total price. The soccer league is going
92 to have to come up with the remaining portion. Motion to approve Order #2016-30 made by Councilor Dolan and second by
93 Vice Chairman Freda. Chair votes 3-0-0.

94

LONDONDERRY TOWN COUNCIL MEETING MINUTES

95 Town Manager Smith discussed an update to the non-represented personnel and compensation policy. Motion to waive first
96 reading made by Councilor Dolan and second by Vice Chairman Freda. Chair votes 3-0-0.

97

98

OLD BUSINESS

99

100

NONE

101

102

APPROVAL OF MINUTES

103

104 Approval of the Town Council minutes from July 11, 2016 made by Vice Chairman Freda and second by Councilor Dolan.
105 Chair votes 3-0-0.

106

107

COMMITTEE APPOINTMENTS/RE-APPOINTMENTS

108

109 The Council decided to wait until their next meeting on September 12th to appoint a member of the Budget Committee. That
110 way there will be a full board.

111

112

ADJOURNMENT

113

114

Motion to adjourn made by Vice Chairman Freda and second by Councilor Dolan. Chair votes 3-0-0.

115

116

Notes and Tapes by: Kirby Wade Date: 08/15/2016

117

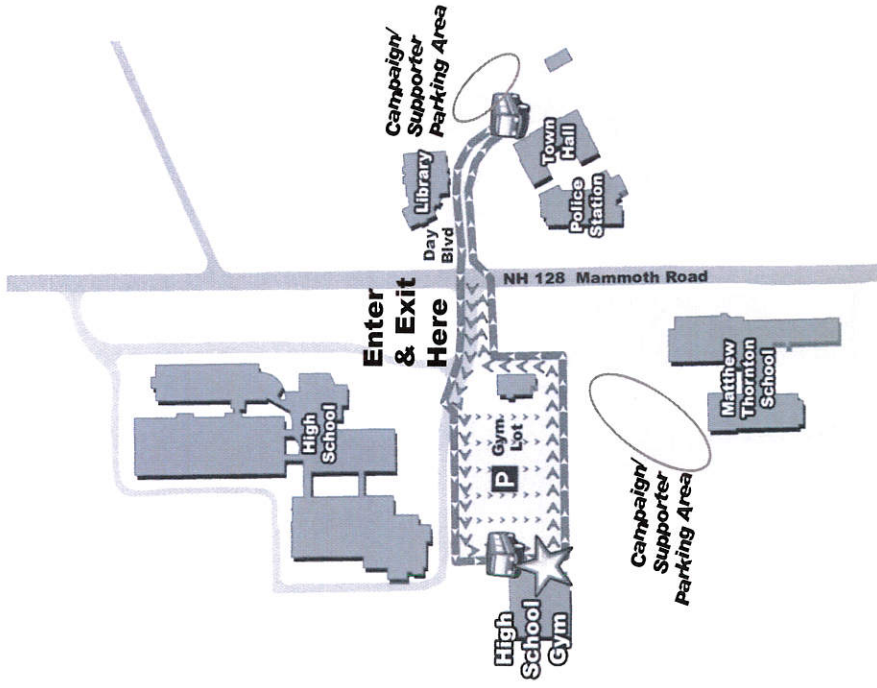
Minutes Typed by: Kirby Wade Date: 08/17/2016

118

Approved by: Town Council Date: 09/12/2016

Election Day Traffic Plan September 13, 2016

The Town is implementing a new traffic flow pattern as a remedy to known traffic backups during elections. This pattern will help mitigate issues during a period when school is also in session.



- Voters will enter the school campus solely through the main High School entrance opposite the Library.
- Vehicles will be directed to available spaces in the Gym lot. Traffic will flow one-way (shown in Red) around the perimeter of the lot. Vehicles will exit at the same lighted intersection they entered.
- A convenient shuttle bus will travel continuously (shown in Blue) from 3:00 pm and 8:00 pm between the Gym parking lot and the Town Hall/Library lots located across Mammoth Road. These spots may be utilized should the Gym Lot fill up.
- Campaign Staff or persons supporting candidates are asked to park behind Matthew Thornton School or in the upper Library parking area to keep the Gym lot open for active voters.

Voters are asked to heed the direction provided by Londonderry Police and ALERT Volunteers. *Your patience is appreciated.*

To: Art Rugg, Chairman, Londonderry Planning Board
From: Tom Freda
CC: Kevin Smith, Londonderry Town Manager
Date: August 15, 2016
Re: Response to Peter Curro General Letter to Planning Board dated July 10, 2016

On July 10, 2016 Peter Curro, sent an open letter to Art Rugg, the Chairman of the Planning Board, voicing his concerns regarding recent approved developments in Town. He asked that his letter be entered into the record. I ask that this letter be entered into the Planning Board and Town Council record

His first complaint was the negative impact of multifamily housing in town. He complained that the Planning Board was approving one multifamily development after another. He then noted he "can't wait to see the tax impact and stress on the level and quality of public services these developments will have".

Mr. Curro, is entitled to his opinion, but he is not entitled to his facts. He complains that he can't wait to see the tax impact and stress caused by multifamily developments on the town, but he can point to no study that states multifamily development has a disproportionate tax impact. Two studies requested by the Planning Board indicated that in fact the multifamily developments are tax positive, including a study Mr. Curro was asked for input on. Additionally, if Mr. Curro disputed the studies, he had plenty of opportunity to present alternative studies showing his claimed tax impact of multifamily homes to the Planning Board. Not only did he not do so, but the School Board, just last month, asked the Planning department to provide information regarding the impact multifamily developments have on school enrollment because they had no statistical evidence on the subject.

While Mr. Curro may criticize the Planning Board for its decisions, he should not be allowed to make unsupported factual claims about the impact their decisions have on town services and taxes. If he wishes to base his opinions on his unstudied version of the facts or his preconceived prejudices over multifamily housing, he may, but that doesn't mean that responsible town officials must stand by in silence while he establishes a public record of his uninformed facts and preconceptions regarding multifamily housing.

Mr. Curro's second complaint was that the Planning Board "has become [or maybe always was] a reactionary board to submitted plans by developers".

What is important to take away from Mr. Curro's complaint is that he did not understand that indeed the Planning Board does indeed react to plans submitted by developers. Is he under the impression that the Planning Board independently picks parcels of land and orders people to develop it in accordance with Planning Board wishes?

He specifically complains about the "the recent approval of storage facility on Mammoth Road.....really.....we really needed a storage facility in the North end of town? Not a pharmacy, bank, grocery store? No we got a storage facility". The specific parcel he is referring to has been undeveloped for 10 years. One person cited a storage facility there, because up until that time no person wanted to put a pharmacy, bank or grocery store there. That person risked his money, time and effort to develop that land. His/her reward for doing that is to be attacked by a school official who isn't signing any of the checks and is not risking his money.

Perhaps because I served on the Planning Board for 5 years and know the work that these individuals do, I take particular offense at such baseless criticism. Or maybe I sense that the Planning Board chairman may believe it is inappropriate to respond to such critics. I am under no such restriction. In any event, I believe Mr. Curro's opinions are entirely unsupported by facts and perhaps reflects more about Mr. Curro than the Planning Board.

Memo

To: Art Rugg, Chairman, Londonderry Planning Board
From: Peter Curro
CC: Kevin Smith, Londonderry Town Manager
Date: July 10, 2016
Re: General Letter

As I sit here on this rainy Sunday, I have to reflect on all the recent developments. The first thing that comes to mind is the negative impact multifamily housing. I remember one year at town meeting, we discussed the impact of residential vs commercial/industrial development, and the fact we never wanted to be in the boat Derry got them into. However, here we are; approving multifamily developments one after another. I can't wait to see the tax impact and stress on the level and quality of public services these developments will have.

The other and maybe more important, is the type of planning...or lack thereof of the Planning Board. It seems the Planning Board has become [or maybe always was] a reactionary board to submitted plans by developers. If you think, developers have the best interest of the Town....I have a bridge to sell you. They are in it for profit, and that's it, they have no care for the impact on the Town, tax impact or character of the Town. It seems, the Planning Board should be more proactive in planning the needs and services of the Town, while preserving the character [what's left of it] before it's too late.....hopefully it isn't. Let me cite to instances:

- The recent approval of storage facility on Mammoth Road.....really.....we really needed a storage facility in the North end of town? Not a pharmacy, bank, grocery store? No we got a storage facility. It seems to me, the Planning Board is simply rubber stamping any type of development so long as it meets the general zoning, and that does nothing to provide a quality life for the residents of the Town.
- Town parks or rec centers.....Other than school playgrounds.....what general parks, with walkways.....lighting etc. do we have? I could go one step further and ask what recreational activities or centers does the Town have at all? Where do people have to go, to simply relax and talk, and allow young kids to play?

My hope as a resident is the Planning Board become more active in "planning" the Town, preserving what's left of the rural character before it's too late. That the Planning Board would see what services or needs the Town has and focus development to fulfill those voids. We are not telling developers they can't develop the land.....we are just telling them what type of development the Town desires. Oh and one last thing.....can we figure out a way, we can keep one family of deer in town before it's too late?

You can share this with other members of the Board, read it into the record or do whatever you feel has an impact moving forward. As I mentioned, in my humble opinion, the Planning Board needs take an active role in the character of the Town.