

**TOWN COUNCIL
AGENDA
November 16, 2009**

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 – PUBLIC SESSION

II. PUBLIC HEARING

- A. Ordinance 2009-04 – Relative to an Amendment to the Zoning Ordinance Regarding Workforce Housing
- B. Resolution 2009-19 – Relative to the Renaming of Cedar and Jefferson Streets

III. PUBLIC COMMENT

- A. Richard Cantu - Manchester Sewer Presentation

IV. OLD BUSINESS

- A.

V. NEW BUSINESS

- A. Approval of AFSCME 3657 Proposed Collective Bargaining Agreement.
- B. Order #2009-16 – Relative to the Expenditure of Rte. 28 West Impact Fees.
- C. FY11 Budget Submittal

VI. APPROVAL OF MINUTES

- A. Minutes of Council's Public Meeting of 11/02/09

VII. OTHER BUSINESS

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

1. Re-Appointment of Julie Liese, Reed Clark, Art Rugg and Helga Kimball to the Lon. International Exchange Committee as Full Members, three year terms to expire 12/31/12
2. Re-Appointment of John Wissler and Gary Stewart to the Solid Waste Advisory Committee as Full Members, three year terms to expire 12/31/12
3. Re-Appointment of Gail Moretti to the Solid Waste Advisory Committee as an Alternate Member, one year term to expire 12/31/10
4. Re-Appointment of Nancy Irwin and Flo Silver to the Elder Affairs Committee as Full Members, three year terms to end 12/31/12
5. Re-Appointment of William Manning to the Recreation Commission as a Full Member, three year term to expire 12/31/12
6. Re-Appointment of Gary Fisher to the Recreation Commission as an Alternate Member, one year term to expire 12/31/10

A:3 II (A&B))

VIII. ADJOURNMENT TO NON-PUBLIC SESSION (RSA 91-

IX. MEETING SCHEDULE:

- A. Town Council Meeting – Budget Workshop, Saturday November 21, 2009, Moose Hill Council Chambers, Town Hall, 8:30AM
- B. Town Council Meeting - Budget Workshop, November 23, 2009, Moose Hill Council Chambers, Town Hall, 7:00 PM

- C. Town Council Meeting - Budget Workshop Follow-Up, November 30, 2009, Moose Hill Council Chambers, Town Hall, 7:00 PM
- D. Town Council Meeting – December 7, 2009 Moose Hill Council Chambers, Town Hall, 7:00 PM
- E. Town Council Meeting – Budget Workshop, December 14, 2009, Moose Hill Council Chambers, Town Hall, 7:00 PM
- F. Town Council Meeting – December 21, 2009, Moose Hill Council Chambers, Town Hall, 7:00 PM

Introduced: 10/19/09
Public Hearing: 11/02/09
2nd Public Hearing: 11/16/09
Adopted: xx/xx/xx

ORDINANCE 2009-04
RELATING TO AN AMENDMENT TO THE
ZONING ORDINANCE REGARDING
WORKFORCE HOUSING

WHEREAS the Planning Board and Staff have undertaken the process of systematically reviewing and updating sections of the Zoning Ordinance; and

WHEREAS this process includes a review of State Statutes to insure town compliance with all applicable rules, regulations and laws; and

WHEREAS the State Legislature recently enacted laws requiring municipalities to include land use regulations which permit workforce housing; and

WHEREAS the Planning Board has recommended that the Town Council act favorably upon these recommendation in order to comply with State Statutes;

NOW THEREFORE BE IT ORDAINED by the Town Council of the Town of Londonderry that the Town Zoning Ordinance be amended to address implications of the State's new Workforce Housing Statutes and to clarify numbering errors and other textual references.

Michael Brown, Chairman
Londonderry Town Council

A TRUE COPY ATTEST:

Marguerite Seymour - Town Clerk
x/xx/xx

Town Seal

RESOLUTION 2009-19

A Resolution Relative to the Renaming of the Londonderry Portion of Cedar Street and Jefferson Street

First Reading: 11/02/09

Second Reading: 11/16/09

Adopted: 11/16/09

WHEREAS The Town of Londonderry is enabled by NH RSA 231:133 to name public highways; and

WHEREAS The Town Council established a Street Naming System Task Force to enhance public safety by reviewing and correcting addresses which are non-compliant with NH 9-1-1 addressing standards; and

WHEREAS Jefferson Street and Cedar Street have been identified as non-compliant; and

WHEREAS The Task Force, in cooperation and consultation with property owners recommend the following alternate street names.

NOW THEREFORE BE IT RESOLVED by the Londonderry Town Council that the Londonderry portion of Jefferson Street be renamed to Foot Path Way and the Londonderry portion of Cedar Street be renamed to Wildlife Way, to become effective within 60 days of adoption of this resolution.

Michael Brown, Chairman
Town Council

(TOWN SEAL)

Marguerite A. Seymour
Town Clerk/Tax Collector

A TRUE COPY ATTEST:
xx/xx/xx

**AGREEMENT BETWEEN THE TOWN OF LONDONDERRY,
NEW HAMPSHIRE
AND THE
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES (AFL-CIO)
POLICE AND SAFETY EMPLOYEES LOCAL NO. 3657
*TA PENDING TOWN COUNCIL APPROVAL
AND 3657 RATIFICATION***

FOR THE PERIOD JULY 1, 2010

THROUGH JUNE 30, 2013

Post 10/29/09 Session

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ARTICLE 1 – AGREEMENT

This Agreement between the Town of Londonderry, New Hampshire (hereinafter called the “Town”), and Local 3657, American Federation of State, County and Municipal Employees, Police and Safety Employees, AFL-CIO (hereinafter called the “Union”), is made and entered into this _____ day of _____, 2010.

ARTICLE 2 – PURPOSE

The purpose of this Agreement is to set forth agreements reached between the Town and the Union with respect to wages, hours and other terms and conditions of employment for employees in the bargaining unit described in the RECOGNITION clause as follows.

ARTICLE 3 – RECOGNITION

1. The Town recognizes the Union as the exclusive bargaining agent for:
All regular permanent members of the Town’s Police Department to include:

Patrolmen	Telecommunications Operators
Sergeants	Telecommunications Supervisors
Patrol Supervisor	Records Supervisor
Juvenile Officer	Records Clerk
Sergeant/Technician	Detectives
Prosecutor	Safety Officer
Animal Control Officer	Assistant Animal Control Officer
2. Excluded from recognition or coverage under this Agreement are the Chief of Police, Captains, Lieutenants, Administrative Secretary and Prosecutor if the minimum qualifications for the job include possession of a law degree.
3. It is specifically agreed by the parties hereto that the terms of this Agreement shall apply only to those in the bargaining unit set forth in section 1 of this Article.

ARTICLE 4 – DEFINITIONS

1. AGREEMENT – The Agreement between the Town of Londonderry, New Hampshire and the American Federation of State, County and Municipal Employees, Council 93, Police and Safety Employees Local 3657.
2. CLASSIFICATION – One or more positions sufficiently similar in duties and responsibilities that the same descriptive title may be reasonably applied to each position, the same qualifications reasonably required, and within the same pay range.
3. CLASSIFICATION PLAN – An orderly plan under which positions are grouped into classifications based on duties and responsibilities.
4. COMPLAINT – An alleged reason or cause for a grievance.

5. DEPARTMENT – The Londonderry Police Department.
6. EMPLOYEE – Hereinafter used, refers to members of the unit in the following CLASSIFICATIONS:
 - 6.1 Regular Full-Time Employees. Employees who have successfully completed a probationary period and sworn and non-sworn employees who are assigned to a regular workweek of at least forty (40) hours and sworn and non-sworn employees who work a four (4) and two (2) scheduled workweek.
 - 6.2 Regular Part-Time Employees. Employees who have successfully completed a probationary period and are assigned to a regular workweek of more than twenty (20) hours. Except as otherwise provided by specific reference in this Agreement, benefits for regular part-time employees will be on a pro-rata basis as defined by Black's Law Dictionary in accordance with the Employee's regular work schedule and regular rate of pay.
 - 6.3 Part-Time Employees. Employees who are assigned to a workweek of twenty (20) hours or less. Part-time employees are not eligible to receive any benefits.
7. TOWN – Town of Londonderry, New Hampshire.
8. UNION – American Federation of State, County and Municipal Employees, Council #93 (AFL-CIO) Police and Safety Employees Local 3657.
9. NEGLIGENCE – The definition of negligence as found in the BLACK'S DICTIONARY OF LEGAL TERMS will be used for purposes of defining the use of that term under this Agreement.

ARTICLE 5 – NON-DISCRIMINATION

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

ARTICLE 6 – MANAGEMENT RIGHTS

1. Except as specifically limited to or abridged by the terms of this Agreement, the management of the Londonderry Police Department in all its phases and details shall remain vested exclusively in the Town Council and its designated agents.
2. Without limiting the forgoing, the Town is specifically authorized to issue rules, regulations, policies and procedures for the management of the Police Department, provided said rules, regulations, policies and procedures do not violate the terms of this Agreement or do not modify terms and conditions of employment requiring collective bargaining under RSA 273-A unless waived by the Union.

ARTICLE 7 – EMPLOYEE RIGHTS AND RESPONSIBILITIES

1. The Union officers and representatives shall be the Chief Steward, Assistant Chief Steward and three stewards who may assume the duties of the Chief Steward in his/her absence.
2. The Union shall advise the Town of the names of the employees holding office (as noted above).
3. Union officers as described above shall be permitted to process grievances during their scheduled hours of duty, provided they have prior approval of the Chief or his/her designee and the amount of time in which officers are engaged in such activity is reasonable. Any Union member who holds a position on the Executive Board of the Local shall be granted time off without pay and without loss of seniority to conduct the business of the Local provided that prior notice is given to the Chief of Police, that such time off is necessary and will not result in any additional cost to the department.
4. A. Employees have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Union, provided however, nothing in this Article or Contract implies that any member of the unit must join the Union as a condition of employment, except as provided for under Article 8 in this Agreement.
B. Without limiting the forgoing, the Town agrees that it will not aid, promote, or finance another labor group or organization purporting to engage in collective bargaining or make any agreement with any such group, organization, or individual which would violate any rights of the Union under this Agreement or the Law.
C. Complaints brought against a member of the Union by a civilian: In all cases of complaints brought against a member of the unit by a non-police official (civilian) the following procedure will be followed:
 - 1) The Chief or his/her designee shall take reasonably prompt steps to investigate the complaint and may inform the subject of the complaint as necessary of the nature of the complaint and the name of the complainant. If the Chief or someone acting in his/her capacity determines that there is a basis for the complaint, the Chief shall inform the officer complained of, the complaint and the name of the complainant.
 - 2) Any disciplinary action based on the complaint shall be subject to the Discipline and Termination and Grievance Procedure Articles of this Agreement.
 - 3) In no event will complaints of any nature be kept in the Employee's personnel file maintained at the Town Office, without his/her knowledge.
 - 4) The employee retains his/her right to review his/her personnel file at any reasonable time.

ARTICLE 8 – MAINTENANCE OF MEMBERSHIP

1. An employee who joins the Union after the signing of this Agreement shall remain a member of the Union as a condition of continued employment during the term of this Agreement.

2. No employee will be allowed to join the Union until the completion of his/her probation period.
3. Any employee who chooses not to join the Union must pay an agency fee to be determined by the Union in accordance with state and federal law. Such fee is to be paid in the same manner as Union dues described in Article 25 of this agreement.

ARTICLE 9 – STRIKES AND LOCKOUTS

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

ARTICLE 10 – CONSULTATION

1. Representatives of the Union shall meet with the Chief of Police or his/her designee regularly, but not less than twelve (12) meetings per year, at a time and place mutually agreed upon, to discuss matters of mutual concern, including those matters necessary to the implementation of this Agreement. A written agenda shall be submitted by the Union to the Chief of Police no less than five (5) calendar days before the scheduled date of the meeting. At the discretion of the Chief of Police or his/her designee, additional matters for discussion may be placed on the agenda. When the Chief adds items to the agenda, he/she shall give the Union reasonable notice of such additions.
2. Nothing contained herein shall prevent the Union from consulting with the Chief of Police or his/her designee at any time, if matters of mutual concern arise of an urgent or emergency nature.

ARTICLE 11 – PROBATIONARY PERIOD AND SENIORITY

1. The probation period for sworn officers, newly hired and not NH certified shall be twelve (12) months in length. It shall commence after attendance at the Police Academy, but under no circumstances shall the probationary period be extended beyond one (1) year from date of hire. Employees who are hired and holding a NH certification *or its equivalent* shall *likewise* have a *twelve (12)* month probationary period.
2. Sworn employees newly hired holding a certification in another state shall have a six (6) month probationary period after completion of the required program to obtain a NH certification, but under no circumstances shall the probationary period be extended beyond one (1) year from date of hire.
3. The probationary period for non-sworn employees shall be twelve (12) months in length.
4. Seniority shall mean the length of full-time service with the Police Department beginning with the first day of employment.

5. Seniority shall only be applicable after the completion of the probationary period.
6. Where two (2) or more employees are hired on the same date, the amount of years of prior full-time law enforcement experience shall be used to determine who is the senior employee.

The Town shall ensure that employee's hired without prior law enforcement experience shall not be hired at the same time of day on any given date. The manner of the order of their hire shall be determined by the Town. Their time of hire shall determine their seniority.

7. Seniority shall prevail in matters concerning layoffs and rehiring. Qualified and available permanent employees shall be reinstated before new employees, providing they are available for re-employment within two (2) weeks of being contacted by the Town.
8. Time in Grade For Shift Selections – For purposes of shift selection ONLY, seniority shall mean the length of continuous full-time service (temporary demotions and lesser discipline shall not be considered a break in service) in the position with the Police Department for any positions, which were attained through the promotional article of this Agreement (Article 13), after July 1, 1991. Any positions attained through the promotional article of this Agreement (Article 13), prior to July 1, 1991, shall be grandfathered and for these positions, seniority shall mean, in all cases, including shift selection, length of full-time service with the Police Department as stated in section three (3) of this article. For any purpose other than shift selection, seniority shall be as stated in section three (3) of this article.
9. An employee shall lose seniority and shall no longer be covered by the provisions of this Agreement for, but not limited to the following reasons:
 - A. Discharge
 - B. Voluntary quit, resignation or retirement
 - C. Failure to respond to a notice of recall as specified in section six (6) of this Article
 - D. Remaining on layoff for more than twelve (12) consecutive months
 - E. Non-job related illness or injury resulting in inability to perform his/her work which lasts longer than twelve (12) months, ***however, benefits being provided under Article 18, Section 2 regarding filed disability claims shall continue.***

ARTICLE 12 – HOURS OF WORK AND OVERTIME

1. **NORMAL WORK SCHEDULE** – The parties specifically agree that roll call shall commence at 0615 hours for the day shift, 1415 hours for the afternoon shift and 2215 hours for the midnight shift.

All non-sworn personnel shall attend eight (8) hours of training per year which shall be paid at that employee's regular rate and not at that Employee's overtime rate. All sworn personnel shall attend twelve (12) hours of firearms range training per year which shall be paid at that employee's regular rate and not at that employee's overtime rate.

- A. The normal work schedule for uniformed sworn members of the unit shall be four (4) eight and one-half hour days followed by two (2) days of rest, except that under emergency conditions in order to properly fill shifts with existing personnel, days of rest may not be consecutive.
- B. Telecommunications Operators will normally work four (4) eight hour days on the basis of the following shifts: 0700 – 1500, 1500 – 2300, 2300 – 0700, followed by two (2) days of rest, which may not be consecutive in order to properly cover shifts with regular personnel under emergency conditions.
- C. Non-uniformed sworn members of the unit and the Sergeant-Technician ~~and Safety Officer~~ shall have a normal work week of five (5) eight and one-half hour days followed by two (2) days of rest which might not be consecutive, depending on the emergency needs of the department.

Four (4) days off shall be granted to the aforementioned employees during each twelve (12) week schedule, and can only be taken with advance notice to the Chief and subject to his/her approval in a minimum of two (2) hour blocks. No more than two (2) of these days can be taken consecutively.

- D. Records personnel and the Telecommunications Supervisor shall work a normal work week of five (5) eight hour days followed by two (2) days of rest which might not be consecutive depending on the emergency needs of the department. ~~The Animal Control Officer shall be assigned a regular work schedule consisting of forty (40) hours Monday through Friday from 0800—1630.~~

Four (4) days off shall be granted to the aforementioned employees *on roll as of July 1, 2010* during each twelve (12) week schedule, and can only be taken with advance notice to the Chief and subject to his/her approval in a minimum of two (2) hour blocks. No more than two (2) of these days can be taken consecutively.

- E. Detectives' normal work week shall be Monday through Saturday with one Detective on call each Sunday, which will require that Detective to respond to emergency calls if needed. Detectives recognize that at times, their schedule must be flexible and they may need to come in early or stay late.

~~The Assistant Animal Control Officer shall be assigned a regular work week of sixteen hours on Saturday and Sunday from 0830—1730; in addition the Assistant Animal Control Officer shall provide coverage as deemed necessary by the Department during the absence of the Animal Control Officer for such reasons as, but not necessary limited to, sickness, vacation, training and other leaves.~~

- 2. WORK DAY AND WORK WEEK – For payroll purposes the workday will begin at 0000 hours on Sunday and end at 2400 hours. The work week will begin at 0000 hours on Sunday and end at 2400 hours the following Saturday.

For scheduling purposes in dispatch, the work day will begin at 0700 hours and end at 0700 hours of the following day. The work week will begin at 0700 hours on Sunday and end at 0700 hours of the following Sunday.

- 3. OVERTIME – All hours worked in excess of the normal work schedule shall be paid at 1.5 times the normal hourly rate. Time spent on private work details shall not be counted in determining the number of hours worked for overtime purposes.

4. Employees called back to work after having left the station at the end of their shift or during any other period of off-duty hours will be paid a minimum of four (4) hours at time and one half the employee's regular hourly rate provided such call back is not contiguous to the start of the employee's regular scheduled shift, in such cases, the employee will be paid for actual time worked at time and one half at that employee's regular hourly rate. Employees required to attend court during their off-duty hours shall be paid a minimum of four (4) hours at time and one-half at that employee's regular hourly rate, less the witness fee received by such employees.
5. Employees will be given a one-week notice when their tour of duty is to be changed, except when emergency situations necessitate a change as determined by the Chief of Police or his/her designee. Shifts shall be posted and shall be handled in the following Manner:
 - A. Rotation will be on a twelve (12) week basis.
 - B. All shifts will be filled by seniority except as qualified below. In addition shift forms shall allow for the selection of preference, i.e., Town or Airport. The Union recognizes that within the shifts bid upon, by seniority, assignments to locations, i.e., Town or Airport, remain the discretion of the administration. The administration shall however consider seniority when making these assignments. ***The parties agree to continue with a joint labor/management committee on the bidding process. Each party may have up to three representatives. Changes to the current process shall be by mutual agreement and reduced to writing by the parties. Any changes shall be incorporated into the successor agreement without further negotiations.***
 - C. The parties agree that the Chief has the non-grievable right to bump each officer once during every forty-eight (48) weeks (4 rotations). Further, the Chief may place any officer riding with another officer for the purpose of training on any shift the Chief wishes. Any officer training who is riding alone may be placed by the Chief for a period not to exceed twelve (12) weeks (one shift rotation).
 - D. Should it occur that more than two-thirds (2/3) of senior patrol officers, seniority shall be defined as in Article 11, section 4, bid the same shift, the administration has the right to assign the number of patrol officers in excess of two-thirds (2/3) to the shift of the administrations choosing (Example: if twelve (12) of the most senior officers bid the same starting time, eight (8) most senior officers will receive their bid of choice, the remaining four (4) will be assigned to a shift of the administrations choice, this shall not be considered a bump). Should an officer in training who is riding alone displace any senior officer it shall be considered a bump to the officer who would have gotten the shift if available.
 - E. The Sergeant/Technician, Juvenile Officer, Detectives, Records Supervisor, Telecommunications Supervisor, ~~Safety Officer~~ and Records Clerk shall be exempt from the provisions of this Article (Sections 5A, B, C, and D.)
6. Hours paid but not worked, such as vacation, holidays, etc., shall NOT be counted in determining hours worked for the purposes of computing overtime pay.
7. Each officer is entitled to a lunch break of one-half hour. This should be taken approximately halfway through his/her shift. Each officer is entitled to two (2) fifteen

minute coffee breaks. At all times, the employees on break shall answer and respond to any and all calls if needed.

8. Overtime shall be assigned to qualified sworn permanent employees on a rotating basis, according to seniority and availability. No temporary employee shall be assigned to cover overtime or regular shifts until all sworn, permanent, qualified employees shall have had the opportunity for such assignment. (The Union understands that the Town's definition is "not otherwise scheduled to work")

Vacancies in a Telecommunications Operator position shall be filled as follows: Three open shifts per week may be filled with regular part-time employees; any remaining vacancies during that week shall be filled with qualified full-time non-sworn Telecommunications Operators on a rotating basis, provided such Telecommunications Operator has signed up for Telecommunications Operator overtime on an overtime sheet. If no non-sworn bargaining unit personnel accept the filling of any such vacancy, the employer may call part-time non-bargaining unit personnel to fill the vacancy. If no one accepts the Telecommunications Operator vacancy, it may be filled as the Town is presently doing. Further, it is agreed that no Telecommunications Operator may work more than sixteen (16) consecutive hours or a total of sixteen (16) hours in a twenty-four (24) hour period.

The parties agree that all other bargaining unit employees shall not work more than seventeen (17) hours in any twenty-four (24) hour period, nor more than seventy-two (72) hours during a normal work week at any related police work and outside details, inclusive of court time paid.

Nothing in this Article shall prohibit the Chief from establishing a separate patrol or other similar work as a means of training part-time personnel.

ARTICLE 13 – PROMOTIONS

1. ***Jobs to be filled through promotion shall be posted on the Department bulletin board and on the departmental e-mail system for a period of five (5) working days.***
2. ***Job posting shall include rank, rate of pay, and a statement if the position is permanent or temporary.***
3. ***Any plus rate or overtime position of promotion that has been filled consistently by the administration for a period of 150 days shall be posted for promotion. Any plus rate position shall be first filled with the senior most qualified person from the promotional eligibility list. If there is no valid promotional eligibility list, then the senior most qualified officer for that specific position shall be plus rated to that position.***
4. ***After an award is made of promotion, the name of the person promoted shall be posted on the Department bulletin board and via the departmental e-mail system for a period of five (5) working days following the award.***

5. *Job posting shall include rank, rate of pay, and a statement if the position is permanent or temporary.*
6. *No employee covered by this Agreement shall be eligible for any promotion to the job classifications covered by this Agreement until that employee has completed the following:*
 - A. *Sergeant: A minimum of five (5) years of full-time civilian (non-military) law enforcement experience, of which three (3) years must be with the Londonderry Police Department.*
 - B. *Detective/Juvenile Officer: A minimum of three (3) years with the Londonderry Police Department*
 - C. *Records Supervisor: A minimum of five (5) years full time service with the Londonderry Police Department*
 - D. *Dispatch Supervisor: A minimum of five (5) years full time service with the Londonderry Police Department*
 - E. *Must have no written reprimands or suspensions within one (1) year of test date*
7. *A comprehensive performance program shall be used for all promotions to the job classifications covered by this Agreement as set forth in Section 1 of Article 3 entitled Recognition. It shall consist of three (3) parts.*
 - A. *An Oral Board will be conducted with said board staffed by representatives of outside agencies. The Administration agrees to make every effort to ensure that the members selected come from agencies that are either demographically similar to ours or philosophically similar to ours (preferably both). Further, the Administration agrees to share with Union representatives just which agencies the representatives are from, but not the individual's identities, at least one (1) week prior to the oral board.*
 1. *The oral board will be given a set of questions that they are instructed to ask in a fair and consistent fashion.*
 2. *Time slots and schedules for the oral board shall be determined on a random basis.*
 3. *The required score for passing this phase of the process shall be the same as that required for the written examination: seventy (70%) percent or better, or else that candidate shall not be allowed to move on to the final phase of the process (experience point assessment outlined in section C).*
 4. *The oral board shall count for forty (40%) percent of the total in conjunction with the written score, and prior to the points assessment phase.*

B. A Written Examination conducted by one of the three (3) groups listed below:

- 1. Jacques Personnel of Concord, N.H.***
- 2. International Association of Chiefs of Police***
- 3. International Personnel Management Association***

All candidates passing the oral board and written examination with at least a score of 70% shall be eligible to continue. The candidates two scores will be totaled as follows: 60% Written Test and 40% for Oral Board.

C. The candidate shall then receive points for Experience as outlined below. These points shall be added to the final score of each applicant, and are not cumulative within each category. The total number of points added shall not be more than ten (10).

- 1. Military Service: Minimum of three (3) years active duty military service, one (1) point***
- 2. Law Enforcement Education:***
 - a. Associate of Science (law enforcement related), one (1) point***
 - b. Bachelor of Science or Arts (law enforcement related), two (2) points***
 - c. Master of Science (any field), three (3) points***
 - d. PhD., (any field), four (4) points***
- 3. Experience:***
 - a. Five (5) years experience, one (1) point***
 - b. Ten (10) years experience, two (2) points***
 - c. Fifteen (15) years experience, three (3) points***
 - d. Twenty (20) years experience, four (4) points***
- 8. Discipline Free Performance: one (1) year prior to testing, one (1) point. For the purpose of this section, counseling statements of any duration shall not be included as discipline by the Administration. The time period for "Discipline free for the 1 year prior" shall be 365 days prior to the written test date with no form of formal discipline having been formally issued.***
- 9. Promotional lists of qualified candidates will remain in effect for twelve (12) months. Promotions will be made from the list then in effect.***
- 10. The Town Manager shall promote upon the recommendation of the Chief of Police only a person standing among the highest five (5) of those candidates who obtained a score of at least seventy (70%) percent on both the written and oral examination. The decision of the Town Manager shall be final and is not subject to the grievance procedure outlined in Article 25. If there is only one (1) eligible candidate, the Town Manager shall fill the position with that person, provided that person has obtained a score of at least seventy percent (70%) on the written examination.***

11. *If, during the life of this contract, another promotion of the same job classification becomes available by posting during the twelve (12) months of the promotional list eligibility, the Town Manager shall appoint from the remaining four (4) candidates. If, during the life of this contract a new position in the same job classification becomes open after the completion of twelve (12) months of promotional list eligibility, a new test must be taken by all applicants. There shall be no protection for any prior testing candidates.*

12. *Promotional examinations for the rank of Sergeant shall be conducted during the months of July 2010, 2011, and 2012, with the exact date to be determined by the Chief of Police or his designee. Following these tests, an eligibility list will be set and will remain in effect from August 1 through July 31 of the following year. Upon successful completion of the promotional process, the candidates with the top five (5) scores will comprise this eligibility list, which will be posted in conjunction with the Union.*

13. *Promotional examinations for the temporary rank of Detective shall be conducted during the months of January 2011 and 2012, with the exact date to be determined by the Chief of Police or his designee. Following these tests an eligibility list will be set and will remain in effect from February 1 through January 31 of the following year. Upon successful completion of the temporary promotion process, the candidates with the top five (5) scores will comprise this eligibility list, which will be posted in conjunction with the Union.*

ARTICLE 14 – SALARIES

Effective July 1, 2010 the following wage schedule shall become effective *for employees on roll as of July 1, 2010*, to include comparability adjustments prior to CPI-U adjustments as provided below:

ANNUAL

	Start	1 Year	2 Year	3 Year
Telecommunication Operator & Records Clerk	38,877.55 18.69	40,907.28 19.67	43,042.89 20.69	46,613.42 22.41
Telecommunication Supv. & Records Supv.	46,223.42 22.23	48,638.10 23.38	51,179.55 24.60	55,402.63 26.64
Patrol Officers	44,896.33 21.59	54,012.45 25.97	56,712.71 27.27	59,554.98 28.64
Detective, Juvenile Officer, Safety Officer, Prosecutor	55,536.35 26.70	59,053.41 28.39	62,005.38 29.81	65,106.53 31.30
Sgts, T. Sgt. & Inv. I	60,577.11 29.12	63,594.42 30.57	66,761.37 32.10	70,600.59 33.95

HOURLY

	Start	1 Year	2 Year	3 Year	4 Yrs
Animal and Asst. Animal Control Officer	16.49	17.93	18.99	21.95	23.43

1. Effective July 1, 2010, the wage schedule listed below shall be effective for employees hired on or after July 1, 2010, prior to CPI-U adjustments as provided below:

<i>Annual</i>	<i>Start</i>	<i>1 Year</i>	<i>2 Years</i>	<i>3 Years</i>	<i>4 Years</i>	<i>5 Years</i>	<i>6 Years</i>	<i>7 Years</i>
<i>Telecomm. Operator & Records Clerk</i>	<i>38,877.55</i>	<i>39,849.49</i>	<i>40,845.73</i>	<i>41,866.87</i>	<i>42,913.54</i>	<i>43,986.38</i>	<i>45,086.04</i>	<i>46,613.42</i>
	<i>18.69</i>	<i>19.16</i>	<i>19.64</i>	<i>20.13</i>	<i>20.63</i>	<i>21.15</i>	<i>21.67</i>	<i>22.41</i>
<i>Telecomm. Supv. & Records Supv.</i>	<i>46,223.42</i>	<i>47,379.01</i>	<i>48,563.48</i>	<i>49,777.57</i>	<i>51,022.01</i>	<i>52,297.56</i>	<i>53,605.00</i>	<i>55,402.63</i>
	<i>22.23</i>	<i>22.79</i>	<i>23.36</i>	<i>23.94</i>	<i>24.54</i>	<i>25.15</i>	<i>25.78</i>	<i>26.64</i>
<i>Patrol Officers</i>	<i>44,896.33</i>	<i>54,012.45</i>	<i>55,362.76</i>	<i>56,746.83</i>	<i>58,165.50</i>	<i>59,554.98</i>		
	<i>21.59</i>	<i>25.97</i>	<i>26.62</i>	<i>27.28</i>	<i>27.97</i>	<i>28.64</i>		
<i>Detective, Juvenile Officer, Safety Officer, Prosecutor</i>	<i>55,536.35</i>	<i>56,924.76</i>	<i>58,347.88</i>	<i>59,806.57</i>	<i>61,301.74</i>	<i>62,834.28</i>	<i>64,405.14</i>	<i>65,106.53</i>
	<i>26.70</i>	<i>27.37</i>	<i>28.05</i>	<i>28.75</i>	<i>29.47</i>	<i>30.21</i>	<i>30.96</i>	<i>31.30</i>
<i>Sgts, T. Sgt. & Inv. I</i>	<i>60,577.11</i>	<i>62,091.54</i>	<i>63,643.83</i>	<i>65,234.92</i>	<i>66,865.79</i>	<i>68,537.44</i>	<i>70,600.59</i>	
	<i>29.12</i>	<i>29.85</i>	<i>30.59</i>	<i>31.36</i>	<i>32.14</i>	<i>32.95</i>	<i>33.95</i>	
<i>Hourly</i>								
	<i>Start</i>	<i>1 Year</i>	<i>2 Years</i>	<i>3 Years</i>	<i>4 Years</i>	<i>5 Years</i>	<i>6 Years</i>	<i>7 Years</i>
<i>Animal and Asst. Animal Control Officer</i>	<i>16.49</i>	<i>16.90</i>	<i>17.32</i>	<i>17.76</i>	<i>18.20</i>	<i>18.66</i>	<i>19.12</i>	<i>19.60</i>
		<i>8 Years</i>	<i>9 Years</i>	<i>10 Years</i>	<i>11 Years</i>	<i>12 Years</i>	<i>13 Years</i>	<i>14 Years</i>
		<i>20.09</i>	<i>20.59</i>	<i>21.11</i>	<i>21.64</i>	<i>22.18</i>	<i>22.73</i>	<i>23.43</i>

~~Wage rates for all employees shall be increased on July 1, 2007 ~~2010~~, July 1, 2008 ~~2011~~ and July 1, 2009 ~~2012~~ based on the Consumer Price Index referred to as CPI-U as published by the U.S. Department of Labor—Boston Regional Office or the twelve (12) month period ending December 31 of the respective preceding year except that in no event shall the adjustment be less than three percent (3%) or more than four and one half percent (4 ½%) per year.~~

Wage rates for all employees shall be increased on July 1, 2007 2010, July 1, 2008 2011 and July 1, 2009 2012 by three percent (3%).

Patrolmen ~~after completion of their tenth year of service to the Town of Londonderry~~ will be eligible for classification as Master Patrolmen at a rate four percent (4 %) above the Patrolmen maximum base rate *upon*:

- a. Completion of their tenth year of service to the Town of Londonderry.*
- b. Pass the supervisor's exam.*
- c. Complete a first line supervisor's course*
- d. Have sufficient service to be eligible for sergeant.*

(The opportunity to attend supervisory training shall not be unreasonably withheld. Those Master Patrolmen who are so classified as of June 30, 2010 shall be grandfathered under this section and continue to be Master Patrolmen).

Patrolmen who are at the Master Patrolmen step may be used to fill Sergeants vacancies after Sergeants have been offered and rejected such overtime opportunities. In this capacity for all intents and purposes a Master Patrolmen shall be considered a supervisor. Master Patrolmen should have attended supervisory training and have tested for sergeant's position at least one time during their career. The opportunity to attend supervisory training shall not be unreasonably withheld. Only after the sergeant's list and Master Patrolmen's list have been called, and sergeants and Master Patrolmen have rejected such overtime opportunities, may the use of administrative personnel be allowed to fill sergeant's/supervisory vacancies.

Civilian employees after completion of their tenth year of service to the Town of Londonderry will receive a rate of four percent (4 %) above their regular maximum classification rate.

2. 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 Chief.
3. Increases to the next step for all unit members shall be based on successful completion of the probationary periods and time in grade as set forth by each step.
4. All employees assigned to work during the afternoon shift hours will be paid a shift differential of seventy-five cents (\$ 00.75) per hour.

All employees assigned to work during the midnight shift hours will be paid a shift differential of one-dollar (\$ 1.00) per hour.

ARTICLE 15 – PLUS RATES

Employees required to serve in a higher level rank or classification shall receive the pay for that higher classification if he/she serves in the higher classification for at least an eight (8) hour shift. Qualification of the employees and department seniority shall be used in filling the position.

Employees while actively engaged in field training other employees shall receive a plus rate of an additional four percent (4 %) to their regular rate of pay.

ARTICLE 16 – OUTSIDE WORK DETAILS

1. Payment for outside work detail shall be at a rate equivalent to the highest daytime overtime rate for a Master Patrolman, minus incentives. If the officer works more than eight (8) consecutive hours on any one outside detail, he/she shall be paid at a rate equivalent to highest daytime double time rate for a Master Patrolman, minus incentives for those consecutive hours in excess of eight (8) hours. The Town shall establish an additional per hour service charge.

Employees working outside details shall be paid a minimum of four (4) hours except:

- A. If the work is canceled prior to four hours before the officer is to report for duty.

Payment for the four (4) hour minimum shall be based on the Officer's ability to perform his/her duties for the four (4) hour period.

Outside details shall be offered to permanent qualified sworn personnel on the basis of seniority on a rotating basis before such duty is offered to other permanent qualified employees. Officers to be eligible for *outside details* are required to provide a maximum of two telephone numbers which will be called and an immediate response is required to be considered for the detail.

The method of filling and calling for outside work details shall be governed by a Memorandum of Understanding reached by the Chief of Police or his designee and representatives of AFSCME Local 3657. This Memorandum shall be reviewed annually, with the Town and the Union agreeing in writing to any changes in the Memorandum. Further, and upon reasonable notice by either party, this Memorandum of Understanding can be re-visited at any time should circumstances dictate that necessity, again so long as the Town and the Union agree, in writing, to changes.

Under no circumstances will swapping of details be permitted. Any outside detail which cannot be filled by the original officer who "took" the detail, must be filled by reassigning it from the list according to the procedures described above. Any detail which is canceled by the officer who originally took it, less than twenty-four (24) hours prior to the start of the detail must be reassigned according to the emergency detail procedure in this Article.

No one will be allowed to work an outside detail if they have been absent from their regular job with the Police department within twenty-four (24) hours of such outside detail unless that absence was due to previously scheduled time off for vacation or the absence was due to a day off as part of that employees normal work schedule.

ARTICLE 17 – HOLIDAYS

1. The following thirteen (13) paid holidays are allowed employees:

New Year's Day	Memorial Day
Veteran's Day	Washington's Birthday
Independence Day	Thanksgiving Day
Day After Thanksgiving	Third (3rd) Monday in April
Labor Day	(substituted for former
Christmas Day	Fast Day, instead of Civil

Columbus Day
½ Day Before Christmas Day

Rights Day)
½ Day Before New Year's Day

2. If an employee is required to work on a holiday, which is his/her scheduled day off, compensation shall be at the rate of one and one-half times his/her regular rate.
3. Employees entitled to receive holiday pay shall receive said pay in the pay period in which the holiday falls.

ARTICLE 18 – INSURANCE

- 1a. For regular full time employees on roll effective July 1, 2004, the Town shall contribute towards the cost of health insurance selected by the eligible employee at eighty-five percent (85%) of the premium for Blue Choice-Plan One with Rider 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, the employee will pay the additional premium cost over and above the fifteen percent (15%) cost share of the Blue Choice Plan.

For regular full-time employees hired after July 1, 2004, the Town shall contribute towards the cost of health insurance selected by the eligible employee at seventy-five percent (75%) of the plan premium for single, two-person or family coverage, except in the event an employee opts for a plan with more comprehensive coverage than Blue Choice, the employee will pay the additional premium cost over and above the twenty-five percent (25%) cost share of the Blue Choice Plan.

Regular part-time employees may purchase, at their expense, coverage under the Town's policy.

All employee premium cost sharing contributions shall be on a weekly basis or bi-weekly and shall be on a pre-tax basis. Should the Town desire to change the current pay period, the Town shall give at least thirty (30) days notice of their intent, as well as provided for the ability to bargain the impact prior to implementation.

- 1b. Employees on roll effective July 1, 2004, upon satisfactory evidence that he/she has health insurance coverage through a spouse or other family member's policy shall receive the following annual payments:

	Single	2 Person	Family
7/1/10	\$ 2,500	\$ 2,500	\$ 4,244
7/1/11	\$ 2,500	\$ 2,500	\$ 3,300
7/1/12	\$ 2,500	\$ 2,500	\$ 2,500

Satisfactory evidence must be provided annually during the period June 1 - June 30. Employees opting for this provision shall not be eligible to participate in coverage as provide in Section 1a. above for the one year period July 1 through June 30 applicable to execution of this option.

Regular full-time employees hired after July 1, 2004 and employees who change from "buyout" status and later opt for resumption of "buyout" shall upon satisfactory evidence that he/she has health insurance coverage through a spouse or other family member's policy, receive \$2,500.

The insurance buyout payment shall be divided equally and payable to eligible employees during the employee's regular pay period.

Regular part-time employees hired after July 1, 2004, shall not be eligible for the insurance buyout.

- 1c. Employees of this unit shall be eligible to participate in the Town's Flexible Benefit Plan, as well as Health Care and Dependent Care options with a health insurance "buy-out" as provided in Section 1b. of this Article.
2. Life and Disability provided through the ~~N.H. Municipal Association Insurance Trust~~ **Local Government Center HealthTrust** in an amount equivalent to a bargaining unit member's annual salary, with benefits for dismemberment and loss of sight and non-occupational disability benefits of sixty-six and two-thirds percent (66 2/3%) of an employee's weekly salary up to a maximum of six hundred fifty dollars (\$650.00) per week for a maximum of twenty-six (26) weeks. The disability benefit does not begin until the end of fifteen (15) calendar days of a non-occupational disability. The Town shall provide, at no expense to the employee, long-term disability insurance covering non-work related accident and illness to commence ~~on~~ **after** the twenty-sixth (26th) week of such illness or injury at sixty-six and two thirds percent (66 2/3%) of the employee's basic monthly earnings **to a maximum of \$6,000/month**. Full coverage is provided until age 65, and then is reduced annually on a revised schedule until age 70 at which time coverage ceases.

Coverage under the above will be available only on the basis of the policy/policies in effect when the non-occupational disability commenced.

3. Liability Insurance - The Town shall indemnify and save harmless any employee covered by this Agreement and acting within the scope of his or her employment from personal financial loss and expense including reasonable legal fees and costs, if any, arising out of any claim, demand, suit or judgment by reason of (1) negligence or other act resulting in accidental injury to a person or accidental damage to or destruction of property and (2) any act or omission constituting a violation of the 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.
4. Dental Benefits - The Town agrees to pay one hundred percent (100%) of the monthly premium costs of a dental plan for regular full time employees and their dependents with a twenty-five dollar (\$25.00) deductible of the so-called Delta Dental Plan which is known as Option III ~~of the New Hampshire Municipal Association Pool~~ **through the Local Government Center HealthTrust** (LGC) for employees covered by this Agreement with the following coverages:

Coverage A - 100% Payment

Coverage B - 80% Payment
Coverage C - 50% Payment

There will be a twenty-five dollar (\$25.00) deductible for ~~each coverage~~ **Coverage B and C**, with a maximum total payment of one thousand dollars (\$1,000) per person per contract year for all coverages **combined**.

Regular part-time employees may purchase coverage, at their expense, under the Town's Policy.

5. Retirement - The Town shall, on behalf of bargaining unit members, continue to pay its share of the cost of participation in the New Hampshire Retirement System.
6. It is expressly agreed by the parties to this Agreement that the Town may, in its sole discretion, obtain benefits set forth in sections 1 and 4 above from a different source(s) provided the benefits are comparable with the benefits presently provided.
7. Employees may select one (1) payroll deduction from EMPLOYEE paid benefits. Such payroll deduction will be permitted if there is no cost to the Town for such deductions.

The Town agrees to match up to two hundred dollars (\$200.00), per year, the amount given by ~~N.H.M.A. LGC~~ to employees who successfully complete wellness program requirements, for as long as ~~N.H.M.A. LGC~~ provides this incentive.

8. ***Worker's Compensation – all employees who are injured or incur a job related illness while in the performance of their duties shall receive any difference between their Worker's Compensation check and their base pay while on injury/illness for a period of ninety (90) days from date of such injury or illness. The employee shall be responsible for payment of any contractual deduction (e.g., health insurance); the failure to meet such payment for such obligations shall result in cancellation of the applicable benefit.***

ARTICLE 19 – SICK LEAVE

1. Sick leave shall be earned at the rate of one (1) day at the end of each month of employment for a maximum of twelve (12) sick days per year.
2. Sick leave may be accumulated to eighty five (85) days. Any employee who has accumulated in excess of eighty five (85) 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 eighty five (85) days, and shall thereafter only accrue to the eighty five (85) day limit.

For eligible employees hired on or after July 1, 2010, sick leave shall become due as earned at the end of the month and may accumulate, if not used, to a maximum of sixty (60) days.

3. 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	5	Days
6-10 Years	10	Days
11-15 Years	12.5	Days
Over 15 Years	30	Days

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

4. In the event termination of employment shall be the result of an employee's death, his/her beneficiaries or estate shall be entitled to receive compensation for the above stated accrual sick leave.
5. For the duration of the agreement, employees who have ten years of service and accumulated at least 60 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 2 of this Article.

ARTICLE 20 – TUITION REFUND

1. Effective July 1, 1993 Educational Incentive will be discontinued excepting that any employee on roll June 30, 1993 who had previously earned and was receiving an approved educational incentive of seven hundred fifty dollars (\$750) per year for an Associates Degree or one thousand five hundred dollars (\$1,500) per year for a Bachelors Degree will be grandfathered and continue to receive said authorized Educational Incentive payable in weekly installments throughout the year.
2. Effective July 1, 2010 actual tuition payment for courses passed in an approved criminal justice, public administration, law degree program, certificate program or any other program pre-approved by the Chief of Police will be paid upon satisfactory evidence of course enrollment on a first come, first paid basis up to a total of *thirty*-five thousand dollars (\$35,000) per contract year for all employees provided that 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. In the event the employee does not provide evidence of having passed a course, the Town shall deduct payment from the employee's wages. Further, if the employee does not obtain a passing grade, said employee shall not be eligible to participate in the program for a period of two (2) years.

ARTICLE 21 – MILITARY SERVICE

1. Shall be governed by existing State and Federal Law.

ARTICLE 22 – LEAVES OF ABSENCE

1. Permanent employees who have completed their probation may apply for and be granted unpaid leave of absence for reasons such as personal illness or other compelling urgent reasons. Such leave, when approved, shall be recommended in writing by the Chief of Police to the Town Manager. Denial of such leaves by the Chief of Police or the Town

Manager shall not be arbitrary or capricious and shall be based on the service requirements of the department.

2. When unpaid leaves of absence exceed sixty (60) days, seniority will cease to accumulate for the additional period beyond sixty (60) days.
3. 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 Chief of Police or the Town Manager.
4. Employees shall be granted three (3) days paid leave of absence in the case of a death of the employee's spouse or the employee's or spouse's child, father, mother, brother, sister, grandchild, grandparent, or the employee's aunt or uncle. Additional time may be granted at the discretion of the Chief of Police to attend the funeral of another relative or Town employee.

In addition, 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 Chief of Police and the Chief's refusal to grant any such leave shall not be subject to the grievance or arbitration provisions set forth in Article 27, GRIEVANCE PROCEDURE.

5. Employees shall be granted one (1) personal leave day per year, which must be approved by the Chief of Police in advance. To be eligible for such leave an employee must give one week's advance written notice. The parties agree that a personal day shall not be taken during any period, which, in the opinion of the Chief of Police, is a critical period.
 - a. Employees who use six (6) days of sick leave or less in the preceding calendar year will be granted one (1) additional personal leave day under the same conditions as previously described above.
 - b. ***Employees who receive the Officer or Employee of the Year award shall be granted one (1) day off with pay within twelve (12) months of receiving said award. The day off shall be approved by the Chief of Police, shall not be unreasonably withheld, shall not impede the operation of the agency and shall not be granted on any Holidays.***
6. The parties specifically agree that employees covered by this Agreement may not use any paid sick leave during an unpaid leave of absence regardless of the TIMBERLANE decision.
7. If any member of the Union is absent from work due to unauthorized leave of absence, overstayed unauthorized leave of absence, or giving false reason for leave of absence, such time missed from work shall not be counted for seniority purposes, provided that nothing in this Agreement will limit or restrict the Town from taking such disciplinary action as it deems appropriate subject to the provisions of Article 26, DISCIPLINE AND TERMINATION FOR CAUSE.

ARTICLE 23 – UNIFORM ALLOWANCE

1. New employees will be issued a complete set of uniforms.

Officers will not be allowed to purchase items through the department for their own personal use. Officers ordering items or materials for personal use shall have them shipped to their residence and the bills shall go to the officer at his/her residence.

July 1st annually each sworn member of the bargaining unit shall receive the sum of eight hundred dollars (\$800) net for the purpose of cleaning and replacing worn and unserviceable clothing.

July 1st annually each civilian member of the bargaining unit shall receive the sum of three hundred fifty dollars (\$350) net for the purpose of cleaning and replacing worn and unserviceable clothing.

Employees with less than one (1) year of service shall receive the aforementioned uniform allowance on a pro rata basis.

The Town shall replace any article of uniform damaged in the line of duty. The Town shall only be financially obligated to replace items to the equal value of the department issue.

2. The clothing and equipment required and furnished by the Town shall remain the property of the Town. Each sworn member shall be eligible for the following:

1 Hat, regular	4 Pairs of trousers*
1 Hat Cover, rain	1 Summer Hat
2 Neckties*	2 Breast Badges
1 Tie Pin*	1 Hat Badge
3 Shirts, Long Sleeved*	2 Name Badges*
3 Shirts, Short Sleeved*	1 Firearms Badge (if earned)
1 Holster	1 Ammo Pouch
1 Pistol	1 Garrison Belt*
1 Handcuff Case	3 Keepers
1 Pair Handcuffs	1 Rain Coat
1 Riot Stick	1 Jacket, Summer Service***
1 Holder, Riot Stick	1 Jacket, Winter Service, Long or Short***
1 Pair Shoes or Boots	1 B.D.U. Fatigue Jacket (for E.R.T.)
1 Pair B.D.U. Fatigues	1 Ballistic Vest
1 Pistol Belt	<i>1 Class A Blouse</i>

* Items marked with a single asterisk will be issued to all non-sworn members of the department who are required to wear a uniform.

*** All sworn personnel, ACO and AACO.

In addition to the above items a sweater will be purchased for all non-sworn personnel required to wear a uniform. Effective July 1, 1999 all TCOs and the TCS will receive 4 golf shirts instead of the long and short sleeved shirts listed above.

3. *Upon initial assignment to the position of Detective, Detective Sergeant, or Juvenile Officer, Officers shall be reimbursed for the following items:*

<i>1 Windbreaker</i>	<i>4 Pair of Dress Slacks</i>
<i>3 Shirts, Short Sleeved</i>	<i>2 Suit Coats</i>
<i>3 Shirts, Long Sleeved</i>	<i>3 Suit Ties</i>

1 Navy Blue Polo Shirt

1 Pair of Dress Shoes

Purchase of these items shall be made by each individual Officer and a receipt(s) provided for the purchase. Officers shall be reimbursed by the Town for the total cost of these items, said cost not to exceed eight hundred dollars (\$800).

Officers shall be issued the following equipment:

1 Badge Holder

1 Handcuff Case

1 Clip Case

1 Appropriate Holster for Plain Clothes Personnel

Clothing issued to these personnel shall be considered uniform, and shall be worn while personnel are on duty unless excused by the Chief of his/her designee.

ARTICLE 24 – VACATIONS

1. Effective July 1, 2004, employees shall be credited with all vacation earned from the employees prior anniversary date to July 1, 2004. Effective July 1, 2004, employees shall begin to accrue on a weekly basis and be eligible for annual vacations based on the following schedule:

Length of Continuous Service	Vacation Accrual Rate (Hours per Month)	Days Per Year
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
73rd month through 84th month	12.00	18
85th month through 96th month	12.66	19
97th month through 108th month	13.33	20
109th month through separation	14.00	21

2. A newly hired employee will not be permitted to schedule vacation during the probationary period. Upon successful completion of probation, the employee may, with approval of the Chief of Police, use accrued working days of the first year's vacation accrual.
3. Requests by an employee to take vacation accrued in advance of the schedule provided in section 1 shall be submitted through the Chief of Police for Town Manager approval.
4. Employees may accrue vacation up to two (2) times the yearly total to which they employee is entitled, provided the two (2) times threshold is never exceeded. In the event an employee exceeds the two (2) times threshold at any time such excess accrual shall be forfeited. If an employee covered by this contract is eligible for ten (10) 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. In the event an employee opts for payment such option shall be declared on or before the employee's anniversary date and shall be paid not later than the second pay period after said anniversary date.

5. 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. In the event of the employee's death, his/her beneficiary(ies) shall be entitled to be compensated for 100% of the deceased employee's unused vacation.
6. No employee shall take more than two (2) weeks of earned annual vacation at any one time.
7. It shall be the responsibility of the Chief of Police to so arrange vacations within the Department so as not to interfere with the operations of the Department. However, reasonable efforts will be made to accommodate an employee's request. Vacation requests for more than four (4) consecutive work days shall be made at least one (1) week in advance except in emergency situations as determined by the Chief of Police.
8. Vacations shall be granted on a seniority basis with the most senior employee having preference, except as follows:

An employee vacation request form, affixed hereto as Attachment A, shall be posted no later than 1000 hours on Monday of each week. For thirty (30) days after the posting of such a list, excluding weekends and holidays, a senior employee may bump an employee with less seniority from that vacation time requested. Once the thirty (30) day time period excluding weekends and holidays had passed, if no senior employee had bumped an employee with less seniority from the requested vacation time, then the vacation request is granted to the employee with less seniority and no senior member may bump the less senior member from that vacation time slot.

Notwithstanding the preceding paragraph, in no case will a member with more seniority be allowed to bump a member with less seniority from a partial number of days, if the less senior member has requested those same days as part of a full week or multiple week vacation request.
9. Vacation pay shall be figured at the regular straight time rate for the eight (8) hours per day that the employee normally works.
10. In the event of voluntary resignation, layoff, retirement or death, the eligible employee or his/her beneficiary shall be entitled to payment for all unused vacations. Payment for any unused vacation shall not be made if an employee is involuntarily discharged.

ARTICLE 25 – DUES DEDUCTION

Upon individual written authorization signed by a Union member covered by this contract and approved by the Union President, the Town agrees to deduct from the pay of each Union member so authorized the current Union dues as certified to the Town by the Treasurer of the Union. Said deduction shall be made each pay period provided, however, that if any employee has no check coming to him/her or if the check is not large enough to satisfy the deduction, then and in that event, no collection will be made from said employee for that pay period. The Town shall send the amount so deducted at least one time per month to the Treasurer of the Union. In no case will the Town attempt to collect fines or assessments for the Union beyond the regular dues. Should there be a dispute between an employee and the Union over the matter of deduction, the Union agrees to defend and hold the Town harmless in any such dispute.

ARTICLE 26 – DISCIPLINE AND TERMINATION FOR CAUSE

1. 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:
 - A. Incompetence
 - B. Improper behavior in the line of duty
 - C. Behavior detrimental to the Town
 - D. Failure to carry out assigned duties

All of the above shall be subject to the Grievance Procedure.

ARTICLE 27 – GRIEVANCE PROCEDURE

1. Definition

A grievance under this article is defined as an alleged violation of any of the provisions of the Agreement.

Each grievance must be submitted in writing by the Union and must contain a statement of the facts surrounding the grievance, the provision(s) of this Agreement allegedly violated and the relief requested.

2. Procedure

STEP ONE

***** NOTE ** ALL TIME FRAMES IN THIS ARTICLE ARE AGREED TO EXCLUDE WEEKENDS AND HOLIDAYS EXCEPT FOR THE SIX (6) MONTH TIME FRAME MENTIONED IN STEP ONE.***

An employee desiring to process a grievance must file a written statement of the grievance to the Police Chief no later than fifteen (15) days after the employee knew the facts on which the grievance is based, and in no case more than six (6) months from the occurrence. The Police Chief shall meet with the employee and Union Steward within five (5) days following receipt of the notice and shall give a written decision within five (5) days thereafter.

STEP TWO

If the employee or the Local is not satisfied with the decision of the Police Chief, he/she may file, within five (5) days following the Chief's decision, a written appeal with the Town Manager setting forth the specific reasons why he/she believes the Agreement is being violated by the Town action in question. Within ten (10) days following receipt of the appeal, the Town Manager shall either issue a written decision or schedule a hearing. Said hearing shall be held no later than ten (10) days following receipt of the appeal and written decision shall be rendered within five (5) days thereafter.

STEP THREE

~~If the employee or the Local is not satisfied with the decision of the Town Manager, the employee may file, within five (5) days following receipt of the decision of the Town~~

~~Manager, a written appeal with the Town Council setting forth the specific reasons why he/she believes the Agreement is being violated by the Town action in question. Within ten (10) days following receipt of the appeal, the Town Council shall either issue a written decision or schedule a hearing. Said hearing shall be held no later than twenty (20) days following receipt of the appeal, and written decision shall be rendered within five (5) days thereafter.~~

STEP FOUR ~~STEP THREE~~

If the employee or the Local is not satisfied with the decision of the Town *Manager Council*, the Union may file, within twenty (20) days, following receipt of the decision of the Town *Manager Council*, a request for arbitration to the American Arbitration Association under its rules and regulations. The arbitrator shall not have the power to add to, ignore or modify any of the terms or conditions of this Agreement, nor shall said arbitrator have the power to hold hearings for more than one grievance, that is, multiple grievances before the same arbitrator will not be allowed. The arbitrator's decision shall not go beyond what is necessary for the interpretation and application of express provisions of this Agreement. The arbitrator shall not substitute his/her judgment for that of the parties in the exercise of rights granted or retained by this Agreement. The decision of the arbitrator shall be final and binding on the parties.

3. The fees and expenses of the arbitrator shall be paid by the losing party.
4. The foregoing time limitations may be extended by mutual agreement of the parties.
5. Failure of the grievant to abide by the time limits set out in this article shall result in the grievance being deemed abandoned.
6. Failure of the Town to abide by the time limits set out in this article shall result in the grievance being deemed granted.

ARTICLE 28 – MISCELLANEOUS

1. BULLETIN BOARDS

The Union may post notices on the bulletin board or any adequate part thereof in places and locations where notices usually are posted by the Department for employees to read. All such notices shall be on the Union stationary, signed by an official of the Union, and shall only be used to notify employees of matters pertaining to the Union affairs. The notices may remain posted for a reasonable period of time. No material shall be posted which is inflammatory, profane, or obscene, or sensitive, or which constitutes election campaigning material for or against any person, organization or faction thereof.

2. INTRA UNIT RELATIONS

Since it is to the benefit of all that harmonious internal relations prevail in the Department, any dispute which may arise between or among members of the unit which have major consequences for their performance, shall at the Chief of Police's discretion, be referred to the bargaining agent for mediation and resolution.

ARTICLE 29 – SAFETY/EQUIPMENT

1. The Department shall have the right to make regulations for the safety and health of its employees during their hours of employment. Representatives of the Department and the Union may meet once in ninety (90) days at the request of either party to discuss such regulations.
2. The Police Department may adopt rules for the operation of the Police Department and the conduct of its employees provided such do not conflict with any of the provisions of this Agreement.
3. Departmental property issued to employees or personal property which is required by the Town that is lost, stolen or damaged during the course of an employee's duty shall be replaced by the Town at no cost to the employee, provided, however, that the employee reports immediately to his/her supervisor that a loss has occurred, that the loss was not due to negligence of the employee, and the replacement is approved by the Chief of Police.

ARTICLE 30 – SEPARABILITY

1. 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 this Agreement shall remain in full force and effect to the same extent as if that article or section had never been incorporated in this Agreement and in such event, the remainder of this Agreement shall continue to be binding upon the parties hereto.

ARTICLE 31 – EFFECT OF AGREEMENT

1. This instrument constitutes the entire Agreement of The Town and Union arrived at as a result of collective bargaining negotiations, except such amendments hereto as shall have been reduced in writing and signed by the parties.
2. The parties acknowledge that during the negotiation which resulted in this Agreement, each had the unlimited right and opportunity to make demands with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Town and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered by this Agreement, or with respect to any subject or matter not specifically covered in this Agreement, even though such subjects or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated this signed Agreement.

ARTICLE 32 – CRUISER TOWN VEHICLE WASHING AND MAINTENANCE

1. Department personnel will not be required to wash, clean or vacuum cruisers, except under emergency conditions, specified by the Chief but may volunteer to wash, clean or vacuum them. The maintenance and routine cleaning, washing, vacuuming of cruisers and Town Government Vehicles (excluding Highway Department) shall be the responsibility of the maintenance officer (Sergeant/Technician).
2. The maintenance officer shall receive five dollars (\$5) per week in addition to his/her regular rate of pay as provided in ARTICLE 14 – SALARIES.

ARTICLE 33 – TRAVEL TIME TO COURT

1. The Town will not pay any travel time for appearance in the Derry District Court.
2. The Town will only pay travel time for court appearances which are a result of the employee's action as a Town of Londonderry Police Officer. This would include all outside details sponsored by, and approved by the Chief of Police.
3. The Town agrees to pay 45 minutes travel time for court appearances in Rockingham County Superior Court and 45 minutes travel time back from Rockingham County Superior Court providing that the time spent in court including travel time exceeds 3 hours. If the total time is less than 3 hours, the court appearances shall be paid as outlined in ARTICLE 12, paragraph 4.
4. The Town of Londonderry will pay travel time from the Police Station to any other court (excluding Derry District Court and Rockingham County Superior Court) and back to the station providing that the time spent in court including travel time exceeds 3 hours. If the total time spent is less than 3 hours the court appearance shall be paid as outlined in ARTICLE 12, paragraph 4. Such amount of time to be determined on an as needed basis.

ARTICLE 34 – DURATION OF AGREEMENT

This Agreement shall be in full force and effect commencing July 1, 2010 and shall expire at midnight, June 30, 2013.

ARTICLE 35 – RE-NEGOTIATION

No article, nor any provision of any article of the Agreement shall be subject to negotiation during the term of this Agreement without consent of the Town and the Union. In the event that one party refuses to consent to negotiate on any article or provision of any article of the Agreement during the term of this Agreement, the other party shall take no action whatsoever against the refusing party. All wage and benefit provisions of this Agreement are the exclusive and complete statement of such items for the term of this Agreement.

ARTICLE 36 – ACCEPTANCE

Any article other than ARTICLE 14 in this Agreement may be opened to negotiations upon mutual agreement between representatives of the unit and management.

If the Town Council fails to act with respect to this Agreement within fifteen (15) days subsequent to the tentative agreement of the negotiating parties, the Union has the right to request resumption of negotiations.

***AFSCME Local 3657
Londonderry***

Town of

Steve D. Lyons

David Caron

APPENDIX A

VACATION REQUEST POSTING NOTICE FORM

Seniority #:	Out of Seniority Total#:
--------------	--------------------------

Date(s) Requested:

DATE POSTED: _____ DATE DENIED: _____

REASON DENIED: _____

DATE APPROVED: _____ DATE CANCELED: _____

**** NOTE ****

ALL VACATION REQUESTS ARE POSTED FOR 30 DAYS. DURING THE 30 DAYS THE REQUEST IS POSTED A SENIOR MEMBER MAY BUMP A LESS SENIOR MEMBER (EXCEPT AS NOTED BELOW). ONCE THE 30 DAY POSTING PERIOD IS COMPLETED, IF NO BUMP HAS TAKEN PLACE, THEN THE VACATION REQUEST IS GRANTED AND NO SENIOR MEMBER CAN AT A LATER DATE BUMP A LESS SENIOR MEMBER FROM THIS VACATION TIME PERIOD.

**** EXCEPTION ****

IN NO CASE WILL A SENIOR MEMBER BE ALLOWED TO BUMP A LESS SENIOR MEMBER FROM A PARTIAL NUMBER OF DAYS IF THE LESS SENIOR MEMBER HAS REQUESTED THOSE SAME DAYS AS PART OF A FULL WEEK OR MULTIPLE WEEK BLOCK.

ARTICLE NO. 10 [RATIFY COLLECTIVE BARGAINING AGREEMENT BETWEEN AFSCME Local 3657 and THE TOWN OF LONDONDERRY]

To see if the Town will vote to approve the cost items included in the collective bargaining agreement reached between the Town of Londonderry and the American Federation of State, County and Municipal Employees (AFSCME), Local 3657, 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>
FY11	\$160,739.00	\$ 0.03	\$ 160,739.00	3.0%
FY 12	\$157,605.00	\$0.03	\$ 318,344.00	3.0%
FY 13	\$165,445.00	\$ 0.03	\$ 483,789.00	3.0%

and further, to raise and appropriate the sum of \$ **104,980.00** for the FY11 expenses (\$0.03 on the tax rate; the balance of the appropriation, \$55,759, shall be funded by the Manchester-Boston Regional Airport law enforcement agreement), 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. (AFSCME Local 3657 represents 72 full time and 2 part time employees, consisting of Police Department employees.)

(If passed, this article will require the Town to raise an additional \$104,980.00 in property taxes, resulting in a tax rate increase of \$0.03 in FY 11 based upon projected assessed values.)

This article is supported by:

Town Council - (Yes: 0-0-0)

Budget Committee - (Yes: 0-0-0)

¹ Projections are based upon projected assessed values.

First Reading: 11/20/09
Adopted: 11/20/09

ORDER 2009-16
AN ORDER RELATIVE TO THE EXPENDITURE OF RTE 28 WEST
IMPACT FEES TO UPGRADE THE INTERSECTION OF RTE
28/SYMMES DRIVE

WHEREAS the Town adopted an Impact Fee system to fund capital improvements, including necessary improvements on roadways, including Rte. 28; and,

WHEREAS anticipated development in North Londonderry may produce traffic impacts along Rte. 28 among other streets and roads; and

WHEREAS the cost of the improvements should be borne by the developers whose projects require the anticipated upgrades; and

WHEREAS engineering studies are necessary to study the anticipated impact and develop a fee system to properly allocate improvement costs;

NOW THEREFORE BE IT ORDERED by the Town Council of the Town of Londonderry that the Town Treasurer is hereby directed to expend \$16,038.30 from the Rte. 28 West Impact Fee Fund to pay for the Corridor Study of Pettengill Road to Rte. 28.

Michael Brown - Chairman
Town Council

Meg Seymour

Town Clerk

(TOWN SEAL)

A TRUE COPY ATTEST:
11/20/09



TOWN OF LONDONDERRY

Town Manager

268 B Mammoth Road

Londonderry, NH 03053-3416

website: www.londonderrynh.org

Main: 432-1100 Ext. 120 FAX: 432-1128

November 16, 2009

Mr. Mike Brown, Chair
 Town Council
 Town of Londonderry
 Londonderry, NH 03053

Dear Mike:

Transmitted herewith, for the Council’s review, is the proposed FY 2011 municipal budget, which represents funding of services for the period beginning on July 1, 2010 through June 30, 2011.

The Town Council, at its April 20, 2009 meeting, directed that the proposed FY11 budget result in a tax rate impact of no more than a 2% increase. This proposed spending plan meets this directive. Department Managers submitted responsible budget requests which, for the most part, resulted in level funded requests for operating expenses. In order to meet the Council directive, however, I had to direct reductions of approximately \$185,000. Of those, three departments with the greatest impact, Police, Fire and Public Works, are reviewing the scope of this directive, and will report back shortly on how to best implement this directive without significant impacts upon their capacity to continue current service levels.

Overall the following funding package is recommended:

Funding Category	FY 11 Request	FY 10 Budget	Pct. Change	FY10 Tax Impact
General Fund	\$25,913,414	\$25,296,609	2.44%	\$ 4.46
Revolving Fund – MHT Police Detail	\$ 2,676,772	\$ 2,587,670	3.44%	\$ 0.00
Bond Issues	\$ 1,048,000	\$ 1,048,000	0.00%	\$ 0.00

Special Revenue Funds	\$ 3,504,511	\$ 2,853,505	22.80%	\$ 0.00
Cap Res./Maint. Trusts	\$ 525,000	\$ 325,000	61.53%	\$ 0.06
Special Warrant Articles	\$ 650,000	\$ 2,050,408	-68.30%	\$ 0.00
Overlay/Veterans	\$ 588,000	\$ 488,000	20.49%	\$ 0.18
Total	\$34,905,697	\$34,649,192	0.74%	\$ 4.71

The anticipated Town tax rate for the entire budget is \$4.71, which is \$0.06 greater than the 2009 Town rate of \$4.65, or an increase of 1.2%. Items outstanding include the resolution of three collective bargaining agreements (LAEA, LEEA and AFSCME 3657). Also included within this budget package is the first draft of the 2010 Town Meeting Warrant.

The increase in the tax rate of \$0.06 equals \$347,369 in additional tax dollars, which results from the Town beginning its recovery plan for Overlay, Capital Reserve and expendable Trust Fund investments. You may recall that these three funding areas were significantly reduced in FY10 as the Town sought avenues to better manage the tax rate during this very difficult economic period. The Council and Budget Committee also embraced a multi-year recovery plan which would eventually result in appropriations returning to levels which are sufficient to address organizational needs in these areas. In total, \$200,000 in additional tax dollars is proposed to be invested in these areas in FY11.

The State Legislature adopted a State Budget which downshifted retirement costs to local governments. After decades of paying 35% of the retirement expenses for firefighters, police officers and teachers, the State reduced its share to 30% in FY10 and 25% in FY11, which resulted in approximately \$160,000 in additional funds being allocated for town retirement expenses in FY11.

An explanation of each budget category follows:

General Fund - The General Fund Budget again proposes no new positions. This \$25.9M spending plan reflects an increase of \$616,805, or 2.44%. Major adjustments include:

Category	Adjustment	Comments
Wages and Salaries	\$ 185,589	Implementation of collective bargaining agreements
Employee Benefits	\$ 540,880	Implementation of collective bargaining agreements and price adjustments
Debt Service	(\$ 34,961)	Declining Debt Service offset 2009 Road Bond
Gasoline	\$ 000	Price Stabilization

Revolving Funds – Town Meeting established a Revolving Fund three years ago to facilitate the receipt and expenditure of funds associated with a three year agreement with the City of Manchester to provide law enforcement services at Manchester-Boston

Regional Airport. With the Revolving Fund in place, this fund will not appear on the warrant; however, its budget has been included in this document for information purposes. This budget includes a \$165,000 transfer of administrative fees from this fund to the General Fund to assist with property tax relief.

Bond Issues – One bond issue is proposed for voter consideration – the continuation of the Highway Management Program. The Capital Improvements Program Committee has recommended these bonds:

- Construction of Pettengill Road. This bond is estimated at \$12.348M for road construction and sewer extension work. As the Town continues to seek additional sources of revenue to offset a portion of the project's costs, and with final permitting not yet complete, I have not included this bond in the FY11 budget and recommend deferral until FY12. During the FY11 budget process, the Council is encouraged to thoroughly study the Tax Increment Financing concept, and present a TIF Funding Plan to the voters in March, 2010 should sufficient information be developed by that time. The concept of a TIF is still mainly understood, but the mechanism and intent are straightforward: Property owners who develop within a TIF are assessed in the same manner and at the same rate as all other property taxpayers in the community. However, instead of those revenues being used to offset town, school and county tax obligations, those revenues are reallocated to first pay for project related costs, predominantly taxpayer-approved expenses associated with the project's development; in this case the bond payments on Pettengill Road and the expanded sewer system. Any balance remaining is then treated as unrestricted tax revenues.
- The CIP Committee recommends that the Town continue the annual bonding program for Highway Road Reconstruction, much in the same fashion as the Open Space Bond. The Committee recommends funding at the \$1.0M level for FY11, for a total outlay of \$1.048M.
- The CIP Committee originally recommended a bond to construct a replacement North/West Fire Station. That recommendation was adjusted after the Town learned that its application for ARRA Grant Funds to build the station was successful. It is anticipated that town funds will be needed to complete project financing, which will be discussed later in this budget message.

Special Revenue Funds - Special Revenue Funds are designed to be self-supporting, funded from user fees and charges. Included are the Sewer Division and Cable Division budgets, along with activity in the Police Special Detail account. Both the Sewer and

Cable show significant increases, with equipment replacement costs contributing to the Cable budget bottom line. Janusz Czyzowski will make a detailed presentation on the Sewer Division budget during this process, as proposed capital improvement both on the Londonderry system and at the Manchester Wastewater Treatment facility is driving budget increases.

Maintenance Trust Funds/Capital Reserve Funds – This budget includes the Recovery Plan for funding of the Ambulance, Fire Trucks, Highway Trucks and Highway Equipment Capital Reserve Funds, and for the Expendable Maintenance Trust Fund. These funds continue to be structured in a manner to avoid the issuance of long-term bonds for the purchase of rolling stock, allow the Town to maintain its buildings and grounds, and implement modest improvement programs to town facilities where bonding is impractical or reserved for other projects.

As envisioned during last year’s budget process, the following sets forth the Recovery Plan:

CATEGORY	FY 09	FY 10	FY 11	FY 12	FY 13
Capital Reserve	\$ 325,000.00	\$ 225,000.00	\$ 325,000.00	\$325,000.00	\$ 400,000.00
UFB	\$ -	\$ 100,000.00	\$ 150,000.00	\$ 75,000.00	\$ -
Taxation	\$ 325,000.00	\$ 125,000.00	\$ 175,000.00	\$250,000.00	\$ 400,000.00
Expendable Mtn. Trust	\$ 205,000.00	\$ 100,000.00	\$ 200,000.00	\$200,000.00	\$ 200,000.00
UFB	\$ 100,000.00	\$ 100,000.00	\$ 150,000.00	\$100,000.00	\$ 100,000.00
Taxation	\$ 105,000.00	\$ -	\$ 50,000.00	\$100,000.00	\$ 100,000.00
Overlay Account	\$ 300,000.00	\$ 200,000.00	\$ 250,000.00	\$300,000.00	\$ 300,000.00
UFB	\$ -	\$ 200,000.00	\$ 150,000.00	\$100,000.00	\$ 50,000.00
Taxation	\$ 300,000.00	\$ -	\$ 100,000.00	\$200,000.00	\$ 250,000.00
TOTALS	\$ 830,000.00	\$ 525,000.00	\$ 775,000.00	\$825,000.00	\$ 900,000.00
UFB	\$ 100,000.00	\$ 400,000.00	\$ 450,000.00	\$275,000.00	\$ 150,000.00
Taxation	\$ 730,000.00	\$ 125,000.00	\$ 325,000.00	\$550,000.00	\$ 750,000.00

Special Warrant Articles – The following Special Warrant Articles are proposed:

- Article 8 recommends the use of Undesignated Fund Balance to complete the funding of the North/West Fire Station construction. As mentioned previously, the Town was successful in its application to receive ARRA

Grant funds for this project. The Town's application (the only successful grant in NH for fire station construction) is funded at \$1.655M. Although designed to cover 100% of the construction costs, it is preliminarily anticipated that the project costs will exceed the grant amount by approximately \$650,000. This budget includes a UFB allocation for that amount, although it is anticipated that this amount will be reduced significantly upon completion of the competitive bid process. The Town should be in a position by the end of January to finalize a project budget.

- Article 9 will recommend either funding \$210,000 for an expansion to the Pillsbury Cemetery, or establishing a Capital Reserve Fund for a lesser amount to begin funding this work. The Trustees of Trust Funds recognize that additional space will be needed by 2013-2014. It is recommended that any reduction in funds needed for the Fire Station project under Article 8 be redirected to this purpose.

Overlay/Veteran's Exemption – This area of the budget is not voted on at Town Meeting, but does impact the tax rate. The Town plans to maintain an overlay account of \$250,000.00, which is used to fund abatements and errors to the tax commitment list. The Town Council reached its goal in 2006 of adjusting the Veteran's Exemption in \$100.00 increments until reaching the maximum exemption of \$500.00; this exemption level carries forward into future fiscal years, and now costs \$488,000.00 annually.

Undesignated Fund Balance –

The FY11 Town Budget anticipates utilizing \$1,148,00.00 of UFB for the following projects:

* Road Reconstruction Interest & Bond Costs	\$	(48,000.00)
* North/West Fire Station Project	\$	(650,000.00)
* Overlay	\$	(150,000.00)
* Capital Reserve	\$	(150,000.00)
* Expendable Maintenance Trust	\$	(150,000.00)
	\$	(1,148,000.00)

The draft Comprehensive Annual Financial Report for the year ending June 30, 2009 states that the Town ended the year with \$135,601 in unexpended appropriations, primarily attributable to savings in solid waste disposal resulting from a weak economy.

Revenues outpaced expectations by \$1,296,668.00, with a large amount resulting from the resolution of a tax abatement case, which released \$596,702 in encumbered funds. Other positive performers include Grants (\$366,394 above estimate) and Income from Departments, primarily ambulance fees (\$261,062). Motor Vehicle Permit Fees continue to underperform by a significant margin (\$589,780) as did Investment Income (\$218,992).

I look forward to working with the Town Council and Budget Committee to craft a budget document which addresses community goals and objectives; meets current operational requirements; and re-institutes initiatives and procedures designed to strengthen the municipality's long-term financial position.

Respectfully submitted,

David R. Caron
Town Manager

cc. Budget Committee

TOWN COUNCIL MEETING
November 02, 2009

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

PRESENT: Town Council: Chairman Mike Brown: Vice Chairperson, Kathy Wagner; Councilors: Brian Farmer (7:37 PM); Sean O'Keefe; Paul DiMarco; Town Manager Dave Caron; Executive Assistant, Margo Lapietro.

CALL TO ORDER – PUBLIC SESSION

Chairman Brown opened the meeting at 7:05PM with the Pledge of Allegiance. This was followed by a moment of silence for the men and women fighting for our country. He also asked everyone to have a moment of silence for the Vernet Family.

Chairman Brown introduced Public Works Director Janusz Czyzowski whose son is serving in the Middle East. J. Czyzowski mentioned he had spoken to his son about the Council's traditional moment of silence for the men and women in uniform who are serving their country. His son was impressed and thankful that Council would remember them, and sent a certificate and a flag that was flown over his camp in Iraq. He asked that it be presented to the Town of Londonderry. It will be permanently displayed in the Moose Hill Council Chambers.

Proclamation – November National Hospice Month – Renee Merritt from Amedisys Hospice Services was in attendance. She explained the services they offer and thanked the Council for the recognition. Councilor DiMarco read the Proclamation and presented it to her.

PUBLIC HEARING

Motion by Councilor O'Keefe to enter into public hearing, second by Councilor DiMarco. Council's vote 4-0-0.

Ordinance #2009-04 – Relative to an Amendment to the Zoning Ordinance Regarding Workforce Housing - Chairman Brown explained the process this Ordinance has gone through to reach the Council. Community Development Director Andre Garron and Town Planner Tim Thompson were in attendance to answer questions and present a PowerPoint presentation. Councilor O'Keefe asked Tim Thompson if he was able to obtain numbers on existing homes in town that fall within the price range of affordable housing. A. Garron said that based on the assessed value there would be about 51% of existing housing stock that would fall within that price range. Based on the state statute

Workforce Housing means houses that are intended for sale. Councilor DiMarco asked for clarification on what he meant when he said “available for sale” are they an occupied house that has a Certificate of Occupancy. A. Garron responded it is housing intended for sale. Town data shows that there were 103 households for sale in 2009, the median price was \$224,812; 53 were single family households which sold for \$274K, 6 were two-family homes, 37 were condominiums that sold for \$193,500 and 7 were manufactured homes. Councilor O’Keefe stated it seems that we are compliant. He said this statute is the government exercising its right to basically tell us we are not compliant. They make up a vague law with a lot of gray areas; they will not give us a definition of what is necessary to achieve compliance. This is about putting another ordinance in an over burdened town with plenty of ordinances in place already. A. Garron clarified what Councilor O’Keefe said; that we are moving forward with an ordinance that we have already. He stated that this ordinance started with a Housing Taskforce that Councilor O’Keefe was a member of. The first question that was asked was there a need for workforce housing and if there is a need what is it. That question was defined in the Workforce Housing Report which was presented to Council. It was determined that a need existed. After that report was completed a state law was passed that required the Town to comply. This ordinance was recommended in our Master Plan and it was recommended by our Housing Taskforce. Chairman Brown asked if utilizing the taskforce was it determined that Londonderry does not have a healthy mix of housing. A. Garron stated it was determined by the Housing Taskforce that we did not have that balance and we were in need of providing workforce housing. Prior to the statute the taskforce was working with a median income of \$73K per household which has now increased to \$95,200. There still is a need for workforce housing in Londonderry that would meet the household income of \$95,200. Chairman Brown asked if the current ordinances we have do not make it possible to have more of an increased balance of housing. A. Garron responded existing ordinances were working against us. If we were to develop a single family house we would need a minimum of one acre. For multi-family you would need sewer and be in an R-3 zone of which there are only two sites available in Londonderry. Vista Ridge has already been developed, which leaves one piece that is located off of Sanborn Road and one is in the airport area. Chairman Brown asked what is the difference between what we have now and what the state requires. T. Thompson explained there are two components the Phasing Ordinance and the Growth Management Ordinance. Currently with the Phasing there are three types that Londonderry allows:

In the Conservation Subdivision Ordinance, you would be allowed 25 units per year. In the R-3 District you would be allowed 2 multi-family buildings of up to 48 units per year. In other developments serviced by public water and sewer no dwellings are allowed within 200 feet of another street except one created by the development, 20 units per year. For all other developments it is currently 15 units per year. The changes made is for multi-family workforce housing, it would be identical to the R-3 consisting of 2 multi-family buildings per year, no more than 48 units. For workforce single family housing they used the same standard for the Conservation Subdivision which will be 25 units per year. Another section is for those projects that were previously approved as

Elderly Housing but converted to Workforce Housing. They would be subject either to the phasing that was provided at the Planning Board level for the elderly housing project or they will be subject to either the appropriate 25 units per year or two multi-family unit sizes per year.

He explained that for the Growth Management Ordinance instead of exempting them they have added them into the scoring system. He proceeded to explain that if they have more permits requested than they have available they go through a scoring system and give points and priorities to certain projects that better meet the goals of the community. Currently we have a standard that allows for affordable developments subject to restrictions. He explained the point system on the scoring system. They have gone from a blanket exemption to scoring these projects along with every other project that would be proposed under a growth management situation. Chairman Brown asked for clarification on what the annual impact would be for these changes. T. Thompson used 100 acres to compile the following evaluations:

Single Family Residential Development of 100 Acres

Current Ordinance (Conventional Development)

- Total Development Density: Approximately **53** (4-bedroom) single-family dwelling units
- Project Phasing: **15 dwelling units per year** from date of final Planning Board approval (**4 years for full build-out**)
- School aged Children at full build-out: **51**

Current Ordinance (Conservation Subdivision)

- Total Development Density: Approximately **61** (31 4-bedroom units, 30 3-bedroom units) single-family dwelling units
- Project Phasing: **25 dwelling units per year** from date of final Planning Board approval (**3 years for full build-out**)
- School aged Children at full build-out: **52**

Proposed Inclusionary Ordinance (Assumes 25% set aside for workforce units and 25% density bonus)

- Total Development Density: Approximately **67** (50 4-bedroom units, 17 3-bedroom units) single-family dwelling units
- Project Phasing: **25 dwelling units per year** from date of final Planning Board approval (**3 years for full build-out**)
- School aged Children at full build-out: **57**

Bedford Workforce Ordinance (Conventional Development - 33% Density Bonus, 1.5 ac

standard min lot size reduced to 1 acre under their workforce ordinance)

- Total Development Density: Approximately **67** single-family dwelling units
- Project Phasing: **None (Bedford does not require residential phasing)**
- School aged Children at full build-out: **N/A (do not have multipliers applicable to Bedford)**

Bedford Workforce Ordinance (Cluster Development - overall density same as conventional development, with 33% Density Bonus for workforce housing)

- Total Development Density: Approximately **67** single-family dwelling units
- Project Phasing: **None (Bedford does not require residential phasing)**
- School aged Children at full build-out: **N/A (do not have multipliers applicable to Bedford)**

Multi-Family Residential Development of 100 Acres

Current Ordinance (R-III District - 6 units per acre, subtractions for open space and roadway/parking requirements)

- Total Development Density: **360** multi-family dwelling units (15 24-unit buildings)
- Project Phasing: **2 multi-family buildings (48 units) per year** from date of final Planning Board approval (**8 years for full build-out**)
- School aged Children at full build-out: **103**

Proposed Inclusionary Ordinance (10 units per acre, subtractions for open space and roadway/parking requirements)

- Total Development Density: **528** multi-family dwelling units (22 24-unit buildings)
- Project Phasing: **2 multi-family buildings (48 units) per year** from date of final Planning Board approval (**11 years for full build-out**)
- School aged Children at full build-out: **152**

Bedford Workforce Ordinance (12 units per acre, subtractions for open space and roadway/parking requirements)

- Total Development Density: **648** multi-family dwelling units (Depending on the zone, Bedford either has no maximum on the number of units in a building or a maximum of 12)
- Project Phasing: **None (Bedford does not require residential phasing)**
- School aged Children at full build-out: **N/A (do not have multipliers applicable to Bedford).**

T. Thompson stated the way this ordinance is established for single family housing development is based upon the number of units within the total development that you would set aside for workforce housing. You would not need to include every unit within the development as workforce housing. The ultimate target is 80-100% of median

income being the major goal for workforce housing development. You will be able to set aside up to 25% of the units in a development as workforce housing; by doing that you have the option of either getting a 25% density bonus for the development or 50 foot frontage reduction for the lots as you do the development. It will be one or the other but not both, it would be up to the developer to choose. Part of the requirements of the ordinance is that the units designated as workforce housing would be indistinguishable from those that are market rate. Chairman Brown asked if that was for the AR-1 zone. T. Thompson responded they would be AR-1. In an R-3 basically right now the inclusionary housing would be allowed by conditional use permit by the Planning Board in any residentially owned district in town. A. Garron explained the builder has to declare a portion of the development will be workforce housing. It binds the developer to not only create workforce housing today but be part of the retention model in our regulations, it makes sure that not only the first wave of buyers will benefit from workforce housing but buyers thereafter will benefit as well. Councilor O'Keefe asked how can you keep a ceiling price on the sale price and not go over it. A. Garron responded that in accordance with the New Hampshire Finance Authority there is a provision in the retention model that 2% of the sale price will go into managing that to make sure for 20 years that particular unit is maintained to be affordable. T. Thompson explained there is a subsidy lien placed on the property at time of the sale that runs with the property. There are some relatively complicated mechanics that go into the fact that the seller will get equity when they sell the next time and that subsidy lien goes to the next buyer to help subsidize the cost and moves on through the process. The owners of these units will get equity but it is limited by that subsidy lien so it remains affordable over the long term. T. Thompson said this Statute and Ordinance provides opportunities. In NH you cannot mandate workforce housing or affordable housing it has to be voluntary by the property owner. Chairman Brown said most people are comfortable with the single family home model. He asked where can the proposed density (528) go if we only have 3 R-3 lots. T. Thompson responded they would go on parcels that have access to both water and sewer and are consistent with the sewer facilities master plan. That would add 8 additional parcels to the current 3. A. Garron explained that you still need a minimum of 20 acres to qualify for workforce housing and not all the existing R-3 parcels listed are 20 acres. Chairman Brown asked where can this increased density end up other than Sanborn Rd, near the airport and the sliver on Rt 28. A. Garron explained that based on the sewer facilities plan there are 7 sites where these can go. Three of the 7 are approved for age restricted housing. If those three convert to affordable housing that would reduce that by 3. He explained there is a provision in workforce housing that allows for the conversion of existing age restricted development into affordable housing. T. Thompson explained it is proposed for those developers that have received approval from the Planning Board but have not been constructed, such as the Whittemore Estates project on Mammoth Rd., The Cider Mill project off of Grenier Field Rd. and Mammoth Rd., and the project on Hillside Avenue. They all are approved for elderly housing and are consistent with the sewer facilities master plan and would have an opportunity to convert to workforce housing under the proposed ordinance. Chairman Brown asked why would the Town recommend this change. A. Garron explained they are not moving forward, it is a possible re-use of those properties. T. Thompson explained when we provide workforce housing there has to be some provision

specifically for multi-family and rental units. Councilor Wagner questioned the location of the other 4 lots that qualify. A. Garron said there is one lot that is zoned R-3 that is over 20 acres off of Sanborn Road, another lot is located off of Grenier Field Rd. that is over 20 acres, a site off of Stonehenge Rd., and Mill Pond in North Londonderry off Old Derry Rd. T. Thompson stated that that number is a significant decrease from the original proposal which was for an overlay district that identified about 20 parcels.

At this point in the meeting Chairman Brown introduced State Rep. William O'Brien who represents 5 towns in Hillsborough County and is the Co-Chair of the House Republican Alliance. He is proposing an amendment to the Workforce Housing law to allow more rural counties to let them opt out of workforce housing by easing up some of the land use regulations. If any municipality does away with minimum frontage, building setbacks, lot restrictions and commercial and residential use restrictions they could opt out of workforce housing. It will be a relief for more rural towns. He said the next step would be to look at this process and see if it is working out and have an additional amendment for more densely developed towns; designate areas where they can essentially allow this type of village development to take place. This bill will come up for a Committee Hearing in January and will be voted on by the House floor late winter or early spring.

Pat Webb, who lives at Mountain Home Estates, said she went to the Assessor's Office to find out how many homes, apartments, condos, duplexes and trailer parks there are in Town and what the prices were. She proceeded to list the statistics that she was able to find and stressed that the towns people need to know exactly what the inventory is. Councilor O'Keefe stated that on 6/09 he asked Town Planner, T. Thompson and Rick Brideau from the Assessor's Department to provide that information. They reported that we have the following under \$200K:

There are 2,068 condos in Londonderry 1,554 are under \$200K

There are 108 duplexes, 2 are under \$200K

We have 182 condexes, 14 under \$200K

We have 472 mobile homes, 454 were under \$200K

We have 5,684 single family homes, 122 were under \$200K

We have a total of 8,533 units, 2,146 at the time were under \$200K which approximately is 25% of the town. He said at the time the figure for a workforce unit was under \$200K it is now between \$260K - \$290K. Councilor O'Keefe further stated that if the taxes go up that will be the crux of what you can afford and what you can't. Pat Webb asked if the workforce people were going to get a discount on their taxes versus the house that looks just like it. Councilor O'Keefe stated it will be based on the value of the home. David Nease, 11 Faye Lane congratulated the Council that tonight was the first night in 6 months that the public got the exact numbers. He cautioned the residents that the numbers are based on the towns assessed value, not what the actual market is. We could have potentially more than what is counted. He explained that the big rush for workforce housing is because the government is helping the developers to build the units. He further stated that if he sold his house he would have to disclose that a development is

going in near his house; his house value will go down. He asked if the town will drop his taxes if that happens. He also stated that large rental units will cost the town money in services. He said that he is in favor of affordable housing but he would prefer the single family residential homes, he is not in favor of large apartment style complexes. Councilor Brown asked if the property on Stonehenge Rd. has an approved ordinance for that land to be something other than single family homes. T. Thompson responded that right now they could go multi-family if they went for elderly housing. That property can have age restricted, multi-family on it. D. Nease responded he doubted that buyers would have trouble with age restricted units as they would with an apartment development. T. Thompson explained the current 2009 year household family income for the area that includes Londonderry is \$95K it may go up or down. Each fiscal year it will change. Councilor Farmer asked if a developer comes back and the income figure has changed does the developer have to change the site plan to reflect that the housing has to stay within a certain price parameter in order to still qualify for workforce housing. T. Thompson responded if it is rental they would have to complete a yearly evaluation based on the way the ordinance is written. If not rental affordability is based on the purchase price at the time then subsidy retention moves forward. It accounts for appreciation in both housing price values and changes in income as well as every year. Councilor Farmer asked if they cannot substantiate that they have maintained affordability what happens. T. Thompson stated that they get into enforceability. On the rental side NH Housing & Finance Authority or whoever is being used for monitoring would be able to put a lien on the property and it will be recorded with the deed. A. Garron responded we have a retention model in place if there is a violation then we have the mechanisms in place to go after the owner. Councilor Farmer verified that site plan approval depends on maintaining the affordability. A. Garron responded they have to declare the project beforehand. Chairman Brown verified that Whittemore, Cider Mill and Westside are all ready approved age restricted and owner occupied properties. T. Thompson stated that he thought Whittemore was town house style, he was not sure if the garden styles were rental or condos. Cider Mill and Hillside he thought were going to be individually owned. Chairman Brown asked if Stonehenge has been approved as age restricted yet, T. Thompson responded there has been no approval on that site because they do not have an approved site plan; the ordinance is in place for affordable elderly housing. Chairman Brown then asked if the Whittemore, Cider Mill and Westside age restricted properties would qualify for Single Family Residential Development of 100 acres at this time. T. Thompson responded with less density, yes. Councilor O'Keefe stated that the state can change what they did yesterday. T. Thompson said the difference in the workforce multi-family is that if it is going to be established as rental they have to make agreements that it will remain rental for a period of 20 years. Vista Ridge did not have any requirements for them to declare it is going to stay rental. Laura El-Azem, 22 Summer Drive stated that A. Garron and T. Thompson put together a great ordinance on what they thought the state wanted us to do. She stated that the state is not clear; we might be doing well enough right now. We have no benchmarks, no standards just a threat that we could be sued by a developer and if we loose it allows the developer to put anything up they want. We might be doing enough now to satisfy the state. Steve Homsley, 16 Royal Lane said he has an issue with the small area master plan listing the property located at Grenier Field for affordable housing. If housing is built in that area it is just out of the noise contours

listed with Wiley Laboratories for the airport. That area is in a heavily noise impacted area and that area does not qualify for noise mitigation by the FAA. He stated it is not an acceptable area for housing and he doubted that the builder would sound insulate the buildings. He also talked about the fact that auction and foreclosure rates are going up and they have long term effects. He said making a decision now with no idea of the numbers is not right. Eric Witkop, 14 Haywood stated that at the last Town Council meeting held on 10/19/09 Chairman Brown had requested a table showing the difference between the current ordinance and what is being proposed. He asked where was the table. T. Thompson showed a slide on a PowerPoint presentation he had that explained the language of the law. Deb Nowicki, 89 Fieldstone Dr. said that the median income for a family of 4 was currently \$95,200 and the 2000 census was had it at \$75K, based on 4 a family of 2 adults, 2 kids. She asked about inclusionary housing and questioned the amounts given on 6/12/09 for assessed prices. She stated she wants a clear definition of the requirements of the statute and we need real inventory in today's terms; she felt that the assessments are inflated. She then asked if we have to do the whole town, A. Garron responded it is all or nothing. He explained that HUD figures out the median income, Londonderry has no control over it. Councilor Wagner asked how is the inventory being assessed? Is it buildings that are for sale? Andre responded it is based on buildings for sale. Councilor Farmer clarified that based on the state RSA's because a building is not available for sale it is not considered inventory; that means that 2,146 homes are not counted because they are not for sale. Mary Soares, 17 Gail Road pointed out that underdeveloped property should be taken into account. T. Thompson stated that by creating this ordinance it will allow us to have some control. Councilor DiMarco questioned why the Planning Board did not look into the existing housing stock prior to the workforce housing coming in front of the Council. Councilor Farmer asked how long would it take for the Community Development Department to calculate the current inventory available. A. Garron responded they would come back to the next Council meeting with up-to-date information. Todd Joncas, 11 Robin Hood Dr. said nobody would want large developments next to their homes. The Community Development Department is trying to protect us with the re-write to prevent that. It should be made clear we protect Londonderry; if we have to comply make the homes acceptable. Deb Paul, 118 Hardy Rd. expressed concern over the perception, interpretation, and the vagueness of the law. She questioned who and how the members of the Housing Taskforce were picked, she questioned if there were any conflicts of interest. She also stated that back in July homeowners asked for an exact inventory before all the meetings. She mentioned she would like to see a buffer between commercial at the airport and residential properties because most of the traffic impact will be in the north end of town. The charm and character of Londonderry is being changed. She said that there were so many violations that go on at our Planning Board at any given time that we are always set up to being sued by a developer. Heather Anderson, 31 Perkins Rd. disputed the median income numbers, she stated that with the amount of people being laid-off it will not go up in the next few years as predicted. She is a part-time realtor and proceeded to review the existing prices of condos in town. She also asked for a validated inventory. Tom Freda, 30 Buckingham Dr. asked how many areas will qualify for multi-family? A. Garron responded 7 will qualify; 3 are incomplete age restricted developments. The remaining 4 areas have over 20 acres each. He asked if the 20 acre minimum was imposed by the

Planning Board, A. Garron responded it is. T. Freda asked if that condition has been tested by a developer. T. Thompson responded there is language in the ordinance for a conditional use permit that would allow the Planning Board to relax dimensional standards provided they meet certain conditional use criteria. T. Freda asked if that meant we have more than 7 potential unavailable areas for work force housing. T. Thompson stated it has to be consistent with the existing sewer plan and there would not be many other lots. T. Freda asked if the 20 acre minimum is typical of other towns. T. Thompson responded the Planning Board established it as a reasonable start. T. Freda stated that he assumed the Town is not in compliance with the statute. T. Thompson said he would not wager a guess if they did a fair share analysis that analysis would hold up. Based on the Housing Taskforce report there is a need for affordable housing; because of the statute we are trying to meet our statutory obligations to be in compliance. T. Freda asked if we could just allow single family homes and be in compliance or do we have to do single and multi-family. T. Thompson responded the statute allows for multi-family homes and rentals to comply. T. Freda questioned the amount or percentage we need to comply. A. Garron said our fair share based on the Southern NH Planning Housing Needs assessment that was last updated in 2005 is 1,313 units defined as up for sale or rental. T. Freda asked what the time period is to put the home up for sale. A. Garron said he would have to ask legal counsel what constituted a reasonable time.

H. Anderson asked if we can get clarification of the statute somewhere on the website or send it to Deb Paul whether the property is intended for sale or is available inventory, what the true classification is of the statute. If this ordinance is passed and the state comes back and says you have only 2 places can the town get rid of the sewer requirement. T. Thompson responded the state does not mandate sewer for any of these, it is a local requirement. Councilor DiMarco said we can only do what the state tells us to do. Joe Adams, 4 Verdi Lane said he was not in favor of high density housing in the town; taxes will be going up. He said nobody wants this; we should remain calm and wait for the state to force us. Pat Vitali, 75 Mammoth Rd. questioned whether the Town is already in compliance with this statute. Why didn't we spend the time to see if we were already in compliance with our existing inventory before we wrote this ordinance? We don't have all the information to pass this ordinance, not all the facts are known. John Curran, 6 Faye Lane said it would be best to pass some kind of ordinance; we need some protections in place. He said he read nothing in the statute that said we had to have 24 units. He said he has less of a problem with senior housing than he has with apartments and rentals in his back yard. There is nothing in the statute that says we have to have the large sprawling developments. He proceeded to list all the organizations that advocate work force housing. He said the townspeople don't want big developments, smaller units are preferable. He proposed just 5 units if we have to have more work force housing, protect the town. Councilor Wagner asked Town Manager Caron if the Local Government Center was directly involved with workforce housing. Town Manager Caron responded they were involved and tried to soften the impact of the legislation, however lobbyists and trade groups such as the Homebuilders Association are more influential with the Legislature. Councilor Wagner agreed with J. Curran we should implement the ordinance the way we want it. She said that everyone is comfortable with the single family; they are uncomfortable with the multi-family. She asked if we went

down from 24 units to 5 or 12 would we be penalized. T. Thompson said the statute said 5 or more because in certain towns they were restricting multi-family to 3 unit buildings. A. Garron said the Housing Taskforce said if we go down to 5 it would require more buildings to make it affordable, density is needed to reduce the price. T. Thompson said the state leaves it up to the community for density. The density we have now is almost identical to what is in our R-3 district. Chris Davis, Perkins Rd. said the town is covered because the Ordinance is being proposed and published, there is no rush, the process is in place. The town is therefore legally protected from the state. It is at the developers risk to put something in place right now. Councilor Farmer expressed concern as a Council to re-write the ordinance and concern to send it back to the Planning Board. He said we still have a lot to talk about this ordinance before adopting it. Councilor Wagner stated we followed the state rules by getting it out there, is there a time limit on when we have to adopt this ordinance. T. Thompson responded the statute's effective date is 1/1/10 so that zoning amendments for town meeting have to be posted during the month of December, 2009. In order for those ordinances to be posted for public hearing, which will take place at town meeting, they are then in effect from the period of 1/1 until those towns hold their town meeting. As long as we have an ordinance posted that ordinance is technically in effect today. If the Council makes changes we would have to post a new public hearing, so whatever is posted at that point becomes effective and that is what will be enforced. Councilor Wagner asked by law do we have to have this adopted by 1/1/10 the statute does not give us a cut-off date. T. Thompson responded if he were to read the intent of the legislature that by town meeting 2010 these ordinances would be in effect. C. Davis said until someone comes in front of the Planning Board nothing will be done. R. Clark clarified that if the Council makes substantial changes they would have to have another public hearing. John Michaels, 11 Nutfield Dr. asked to have the Planning Board answer the questions that were brought up tonight. Address them and come back. He stated he is an advocate of workforce housing but workforce housing done the correct way. D. Nowicki said in light of the economy people are unable to sell due to the poor market so there could be more properties. She also said that questions should be answered by the Planning Board they have been coming up through out the process. She asked what is the impact on services for our community. D. Nease asked how do we know when we have met a threshold.

Councilor Farmer said if Council "strikes" something and it is considered substantial it has to have a re-hearing which can take place with Council; it does not have to necessarily go back to the Planning Board. It can go back to the Planning Board for suggestions. Councilor Wagner said we got a lot of information and received a lot of questions, the public hearing should continue to the next meeting. Councilor DiMarco wants clarification on the definition of existing housing stock. If it means houses that are for sale today and what is the range of years that homes are to be sold in. A. Garron questioned if Council wants to find out if we meet the fair share housing now and in the foreseeable future? Councilor DiMarco said he would like to see that answer but if you come back and say yes we do meet it he would concentrate more on the single family home portions versus the multi-family part of it. He said his oath of office states that he is going to comply with the state of NH. If our town is not making reasonable accommodations we have to do something about it. Councilor Farmer said if we find out

we have a fair share already, we have to do something in this ordinance. We need data on what it looks like right now; do we already meet the guidelines what will it take to actually get to were we understand what our fair share analysis is and what is the timeline. Chairman Brown clarified that staff will not come back in two weeks with answers they will give us an idea on how long it will take to get those answers. A. Garron said the question for affordable workforce housing came out of the Master Plan and the answer was yes. They looked at the inventory based on sales and the median income in Londonderry. Based on that study a lot of people making the median income could not afford a household in Londonderry. A. Garron verified that the question was if the existing inventory met the definition that you see in Section 674.59 of Workforce Housing. The other question was the one from Tom Freda who asked of what parameter was the term “intent for sale” for. Councilor Farmer stated we should continue this subject to the next meeting and after that meeting give the Planning Board specific items that Council would like them to address or incorporate. Councilor O’Keefe said he still has a lot of questions; he would like to continue to the next meeting. Councilor DiMarco’s question about getting the definition clear as to whether or not we have met that obligation is a good question. T. Thompson questioned when Council would like the time line presented; Chairman Brown said that would be at the 11/16/09 meeting. Council also asked for an updated inventory. Chairman Farmer said he would like to see an actual table used for existing stock. Chairman Brown said he would like to discuss AR-1 zoning at the next meeting, He said he is uncomfortable with the fact that the Planning Board would like to see approved age restricted projects to be something other than what they were originally approved for. He said he is uncomfortable with converting existing projects and would like to talk more about it. He said he would like to talk more about Paragraph III of the Workforce Housing Zoning Regulations where it uses the sentence “Reasonable and realistic opportunities for the development of workforce housing” Councilor O’Keefe made a motion to continue the public hearing on Ordinance 2009-04 to 11/16/09, second by Councilor O’Keefe. Open for discussion. Council’s vote 5-0-0.

PUBLIC COMMENT

Councilor DiMarco informed the public that the Boy Scouts are conducting their Annual Food Drive and will be delivering their food bags to households on 11/7. They will return on 11/14/09 to collect the non-perishable food items. They will be taken to the Londonderry Central Fire Station for sorting and pick up by the Londonderry food pantries.

OLD BUSINESS

None.

NEW BUSINESS

Councilor Farmer read the first reading, the second reading is scheduled for 11/16. He made the motion to move the resolution to 11/16/09, second by Councilor DiMarco. Councilor O’Keefe asked Town Manager Caron why the streets were not in compliance. He responded there could be a variety of different reasons; it will be explained on 11/16/09. Chairman Brown said at one of the Heritage meetings they met with the Street Naming Taskforce who involved the Town Historian and the residents of the streets about re-naming the streets. Council’s vote 5-0-0.

APPROVAL OF MINUTES

Minutes of Council’s Public Meeting of 10/19/09 and Non-Public Meetings of 10/15/09 and 10/26/09. Councilor O’Keefe made a motion to accept the public meeting minutes of 10/19/09 and the non-public meeting minutes of 10/15/09 and 10/26/09, second by Councilor Farmer. Council’s vote 5-0-0.

OTHER BUSINESS

Liaison Reports – None

Town Manager’s Report – Town Manager Caron informed the public that the tax bills are in the mail. He told residents if they don’t receive their tax bill by the middle of next week to call the Town Clerk.

Board/Committee Appointments/Reappointments - Chairman Brown announced that Earle Rosse from the Londonderry Housing & Redevelopment Authority, Pauline Caron from the Heritage Commission and Yves Steger from the ZBA all have terms that are expiring this December and have they decided not to run again.

ADJOURNMENT

Councilor DiMarco made a motion to adjourn at 10:30 PM, second, Councilor O’Keefe. Council’s vote 5-0-0.

Notes and Tapes by: Margo Lapietro Date: 11/02/09

Minutes Typed by: Margo Lapietro Date: 11/05/09

Approved; Town Council Date: