

**TOWN COUNCIL
AGENDA
February 14, 2011**

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

- 7:00 PM
- I. CALL TO ORDER
 - II. PUBLIC COMMENT
 - A. Londonderry Trailways
 - B. Police Chief Hart – Home Security
 - III. OLD BUSINESS
 - IV. NEW BUSINESS
 - A. Adoption of Salt Reduction Plan – DPW Director Czyzowski
 - B. Resolution 2011-01 – Relative to an Agreement to Provide Law Enforcement Services at Manchester-Boston Regional Airport.
 - C. 2011 Town Meeting Prep
 - V. APPROVAL OF MINUTES
 - A. Minutes of Council’s Public/Budget Meeting of 02/03/11 and Public Meeting of 02/07/11.
 - VI. OTHER BUSINESS:
 - A. Liaison Reports
 - B. Town Manager Report
 - C. Board/Committee Appointments/Reappointments
 - VII. ADJOURNMENT
 - VIII. MEETING SCHEDULE:
 - A. Town Council Meeting – March 7, 2011, Moose Hill Council Chambers, 7:00 PM
 - B. Town Council Meeting – March 12, 2011, LHS Cafeteria – Election of Officers (immediately following adjournment of Budgetary Town Meeting)

- C. Town Council Meeting – March 21, 2011, Moose Hill Council Chambers, 7:00 PM
- D. Town Council Meeting – April 4, 2011, Moose Hill Council Chambers, 7:00 PM
- E. Town Council Meeting – April 18, 2011, Moose Hill Council Chambers, 7:00 PM

SUPPORTING DOCUMENTATION COUNCIL MEETING OF FEBRUARY 14, 2011

- I. CALL TO ORDER

- II. PUBLIC COMMENT
 - A. Londonderry Trailways – Sandy Lagueux and the Trailways Committee will report out on their study of potential uses of the abandoned rail line in North Londonderry, as authorized by the Council under Resolution 2010-15.
 - B. Home Security – Chief Hart – Chief Hart and his staff will make a presentation to the Council on methods citizens should consider to improve security around their homes.

- III. OLD BUSINESS –

- IV. NEW BUSINESS –
 - A. Adoption of Salt Reduction Plan – DPW Director Czyzowski – Janusz will be seeking Council approval of a Salt Reduction Plan which represents the Town’s efforts toward reducing chlorides entering the Beaver Brook watershed. Plan is attached.

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

 - C. 2011 Town Meeting Prep – BudCom Chair Don Jorgensen and Town Clerk-Tax Collector Meg Seymour will meet with the Council to review the warrant and make assignments for the March 12 Budgetary Town Meeting. Town Moderator Cindi Rice-Conley has a conflict this evening, but has been provided a copy of the warrant and prep information.

- V. APPROVAL OF MINUTES – Minutes of the Council’s Budget Hearing of 2/3/11 and the Public Meeting of 2/7/11.

VI. OTHER BUSINESS

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

VII. ADJOURNMENT –

MEETING SCHEDULE:

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- D. Town Council Meeting – April 4, 2011, Moose Hill Council Chambers, 7:00 PM
- E. Town Council Meeting – April 18, 2011, Moose Hill Council Chambers, 7:00 PM
- F. Town Council Meeting – May 2, 2011, Moose Hill Council Chambers, 7:00 PM

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

ISSUE	ACTION	RESPONSIBILITY
LAFAs Surveillance	Investigate cost to install cameras at Nelson Field <i>(In process)</i>	Steve

**FOLLOW-UP FROM COUNCIL'S
December 20, 2010 MEETING**

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

Town of Londonderry, NH



Salt Reduction Plan For: **Beaver Brook Watershed** **Within the Boundaries of the Town of Londonderry**

Approved by Town Council: *(Date)*

Revision 1: *(Date)*

Revision 2: *(Date)*

Legal Notices:

These are General guidelines used by the Londonderry, NH Public Works and Engineering Department. Each decision to apply de-icing, anti-icing, and pre-treatment materials is made in accordance with the Town of Londonderry's Winter Maintenance Snow and Ice Control Policy and based on particular weather conditions, past experience, and the availability of resources and therefore may not adhere strictly to this plan.

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- Appendix D: 10 Year Average Material Usage
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- Appendix F: TMDL Implementation Plan Considerations

1.0 Introduction

Beaver Brook has been identified as impaired by the New Hampshire Department of Environmental Services (NHDES) and the US Environmental Protection Agency (EPA) for chloride concentrations that exceed state water quality standards. NH DES has completed a Total Maximum Daily Load (TMDL) analysis to quantify pollutant reductions needed to meet the state water quality standards for chlorides.

In order to meet water quality standards, significant reductions from current chloride loading are required. The Town of Londonderry has agreed to work towards the reduction of the amount of chlorides applied during snow and ice removal operations while maintaining the town's roadway system in accordance of the Town's Winter Maintenance Snow and Ice Control Policy (see Appendix A). See Appendix B for a copy of the approved Municipal Resolution stating same. This salt reduction plan will serve as a scope of work for implementation of salt reduction efforts..

Beaver Brook is a 4.86 mile stream segment located in Auburn, Chester, Derry, and Londonderry, NH. The associated watershed is 30.33 square miles and is located in the vicinity of the I-93 Corridor from Massachusetts to Manchester. (See figure 1).



Figure 1: Beaver Brook Watershed¹

¹ Photo Credit: NHDES TMDL 2008

The Town of Londonderry currently maintains total of 184.39 miles of public roads², and 25.753 acres (1,078,247sq ft) of parking lots throughout the town.

Londonderry is responsible for winter maintenance of 77.91 lane miles³ (38.955 road miles) of town owned roads within the Beaver Brook watershed. Londonderry also maintains 2 municipal parking lots³ (2.395 Acres = 105,072 Sq. Ft.) within the Beaver Brook watershed.

Within the Beaver Brook watershed New Hampshire Department of Transportation (NHDOT) is responsible for winter maintenance operations on a segment of I-93, section of Rte 102, section of Rte 28, small sections of Rte 128, Peabody Row as well as state parking lot at Exit 4 (including driveway).

Roadways and parking lots which are not maintained by Town of Londonderry or NHDOT are classified as private. These paved surfaces are maintained each winter season by a private snow and ice removal company hired by the respective land owners. Within the watershed and within the municipal boundaries of Londonderry there are 16.084 lane miles² (8.042 road miles) of private roads, 141.91 acres of parking lots⁴, and 7.25 miles of parking lot driveways³.

The goal for the Salt Reduction Plan (SRP) is to provide procedural framework for the Town of Londonderry to continuously strive to improve winter maintenance operations while effectively and efficiently using road salt during snow and ice removal operations. New practices, mechanical upgrades, outreach and awareness activities contained within this plan are intended to reduce the amount of road salt applied thus working towards decreasing chloride loading to the watershed and meeting the required TMDL.

2.0 Plan Development

Londonderry will provide winter maintenance to town roadways, parking lots and sidewalks in accordance with Londonderry's Winter Maintenance Snow and Ice Control Policy (see Appendix A) while striving to minimize adverse impacts to the environment. These efforts will be met by:

- Adhering to the procedures contained within this SRP
- Committing to ongoing winter maintenance staff training and education
- Reporting fiscal year salt use data to the NH DES
- Re-evaluating the effectiveness of the SRP as needed to incorporate new technologies or changes in procedures.

The SRP is meant to be dynamic to allow the municipality to evaluate and phase-in any changes, new approaches and technologies in winter maintenance activities in a fiscally sound manner.

To reduce the financial burden on municipal tax payers the town will participate in the I-93 Watersheds municipal salt reduction program developed in 2008 by the NHDOT in cooperation with the FHWA. The program will administer a reimbursement process to assist towns with

² Source: NHDOT 2010 Road Centerline File

³ Source: NHDOT 2010 Road Centerline File

⁴ Plymouth State University Parking Lot Study

implementing TMDL load reductions. This SRP has been prepared in partial fulfillment of program requirements to address chloride load reductions to meet TMDL.

3.0 Winter Maintenance Overview

Documenting the current winter maintenance program in Londonderry is essential to understanding mechanisms in which actions for chloride reduction can take place. The summary below provides detail on paved surface maintained, material usage, application rates. The major activities related to winter maintenance are:

Table 1: Winter Maintenance Activities

Snow Plowing	Snow Storage
Salt/Sand Spreading	Sidewalk Plowing & De-icing
Salt & Sand Storage	Drainage Clearing
Snow & Ice Removal	

The Town of Londonderry currently maintains total of 184.39 miles of public roads⁵, and 25.753 acres (1,078,247sq ft) of parking lots throughout the town. The table below details municipally maintained parking lots town wide which are maintained accordingly to Town’s Winter Maintenance Snow and Ice Control Policy.

Table 2: Town Maintained Parking Lots

Facility	Area of Parking (Square Ft)		Total
	Paved	Gravel	
High School	236,328	67,933	304,260
Matthew Thornton School	112,282		112,282
Middle School	175,209		175,209
Nelson Field ⁶	90,712		90,712
North School	95,676		95,676
Senior Center	91,527		91,527
South School ⁶	14,360		14,360
Town Hall	123,056		123,056
South Fire	92,390		92,390
Central Fire	28,134		28,134
Total	1,078,247	67,933	1,146,180

Londonderry roads have been classified as collector and local roads based on the average daily traffic. As a general guideline (as per the Town’s Winter Maintenance Snow and Ice Control Policy), heavily traveled roadways are given first priority. The Town attempts to maintain other town roadways during a snowstorm. Sometimes, however, conditions or other factors dictate that snow removal on other town roads is not necessarily shoulder-to-shoulder. Appendix C contains a plow route map.

⁵ Source: NHDOT 2010 Road Centerline File

⁶ Within the Beaver Brook Watershed

Materials used in winter maintenance vary annually and are a function of winter weather severity. The table below provides an overview of average material usage. A detailed 10 year average is provided within Appendix D. The 10 year average is used to evaluate salt usage to normalize the effects of more and less severe winters. NHDOT analysis has found that a 10 year average is approximately equal to the Weather Severity Index (WSI) normalized average.

Table 3: Annual Town Wide Material Usage Summary

Material	2008/2009		10 Year Average	
Solids				
Rock Salt (NaCl)	3918	Tons	4,143.8	Tons
Sand	4734	Tons	4,262.0	Tons

The town wide salt application rates are currently set at approximately 300 lb/lane mile.

4.0 Proposed Best Management Practices (BMPs)

4.1 Equipment Upgrade Pilot: Prewetting, Ground Speed Oriented Spreaders & Pavement Temperature Sensors.

Pre-TMDL: Currently the Town of Londonderry is not using prewetting, or ground speed oriented spreaders. The town does apply chemical (straight salt and sand/salt mix)/prior to and during storm events to reduce the potential for ice/pavement bonding. The Town has documented salt reductions in other areas of the town by using an underbelly (dump/spreader combination) discharge spreaders, and intends to implement this technology coupled with salt prewetting systems, and ground speed oriented spreaders to achieve even greater reductions. For comparison, provided in Appendix E are selected sheets showing salt usage using an underbelly discharge, and traditional rear discharge spreader units. It should be noted that these trucks each have approximately 20 mile routes.

Post-TMDL: Londonderry did not adopt prewetting or ground speed oriented spreaders after the TMDL reports were published.

Proposed BMP: The town will purchase a new 6 wheel dump truck with underbelly (dump/spreader combination) discharge spreader also to be equipped with a sprayer to prewet salt and a ground speed oriented spreader. Londonderry will conduct a prewetting pilot to evaluate its use for salt reduction on municipally maintained roads within the watershed. This will give the town the ability to evaluate effectiveness and refine application rates and usage on a limited scale to determine if prewetting is appropriate for a wider usage. The DOT recommended application rates in conjunction with prevailing industry documentation will be used as a baseline for evaluation. The trial will primarily be focused on one of four plow routes of municipally maintained roads within the Beaver Brook watershed. In addition to the prewetting equipment the truck will be equipped with a pavement temperature sensor with in cab readout. In addition the town will continue to maintain a log of salt usage for routes within the watershed to tabulate salt usage and determine achieved reductions.

Londonderry will conduct field trials with this equipment throughout the winter season. During the trials each element will be evaluated for salt reduction, ease of use, reliability, lifecycle costs, and driver adoption.

Equipment/Materials Needs: To facilitate the pilot Londonderry is anticipating purchasing of Salt Brine from NHDOT at a price to be determined prior to the winter season. The town will work with NHDOT to ensure that brine can be purchased on a schedule which will not present a burden to either organization. Londonderry will also take advantage of NHDOT's knowledge base relative to application rates and best practices to aid in the success of the trial.

A new underbelly discharge 6-wheeled dump truck will be purchased to be used as a platform for new equipment. New prewetting, and groundspeed oriented spreading equipment will be purchased to be installed on the new 6-wheeled dump trucks. This new equipment will include:

- New 6 wheel dump truck: 6 wheel dump capable of underbelly discharge spreading. Specifications will be similar to existing Londonderry trucks.
- **Spreader Control Unit:** Controller with the ability to calibrate and accurately dispense material regardless of vehicle speed. The controller will include the ability to control pre-wetting equipment, ground speed oriented spreaders, and temperature sensor data. The unit will allow management to set application rates which will automatically change with vehicle speed and ground temperature. Prescribed application rates may only be changed with an administrative password. Londonderry may not use the full capacity of the control units in the first winter season, however it will be advantageous for future funding rounds to have this equipment in place to receive potential new equipment upgrades.
- **Brine Tanks & Sprayers:** Truck mounted brine tanks, pumps, and sprayers with the ability to be calibrated and operate with the spreader control unit. Units may vary as appropriate to fit truck configuration (i.e. saddle tanks, top mounted tanks, etc.).
- **In-Cab Air/Pavement Temperature Sensor:** Unit will provide air and pavement temperature readings on an in-cab display and integrate into the spreader control unit.
- **Electronically Controllable Hydraulic Valves:** Necessary to allow the controller to adjust auger and spinner speeds.

Estimated Reduction: The first year reductions estimated in table 4 below are conservatively estimated at 5%. These reductions are only resulting from equipment upgrades. Londonderry acknowledges that these reductions alone are insufficient to meet TMDL requirements.

Table 4: Pre-Wetting Pilot Estimated Reductions

Watershed	Existing Imports⁷	Estimated Reduction	Estimated Reduction	Estimated Reduced Imports	TMDL Allocation
	<i>Tons/Year</i>	<i>Percent</i>	<i>Tons/Year</i>	<i>Tons/Year</i>	<i>Tons/Year</i>
Beaver Brook	854.47	5%	42.72	811.74	719.4

4.2 Calibration Procedures

Pre-TMDL: Londonderry periodically performs calibrations of municipal spreaders.

Post-TMDL: Londonderry did not modify its calibration procedures or schedule post-TMDL.

Proposed BMP: Londonderry will calibrate each spreader unit prior to the winter season using manufacturer information. Calibrated settings will be logged in a master sheet, and stored inside the vehicle. Prior to each storm each truck will be checked to verify that settings are calibrated to dispense the proper amount of chemical. Each unit will be re-calibrated at least once during the season, and hydraulically controlled units will be re-calibrated whenever the hydraulic system is altered or maintained.

Properly calibrated equipment will ensure that each spreader is dispensing the appropriate amount of material for each storm. It is anticipated that this practice will reduce waste and improve efficiency of chemical dispensation.

Equipment/Materials Needs: The town will not require any additional equipment or materials to perform calibrations.

Estimated Reduction: The reductions estimated in table 5 below are conservatively estimated at 1%. These reductions are only resulting from calibration procedures. Londonderry acknowledges that these reductions alone are insufficient to meet TMDL requirements.

Table 5: Equipment Calibration Estimated Reductions

Watershed	Existing Imports	Estimated Reduction	Estimated Reduction	Estimated Reduced Imports	TMDL Allocation
	<i>Tons/Year</i>	<i>Percent</i>	<i>Tons/Year</i>	<i>Tons/Year</i>	<i>Tons/Year</i>
Beaver Brook	854.47	1%	8.54	845.92	719.4

⁷ Per 10 year average

4.3 Public/Private Sector Outreach Program & Training

Pre-TMDL: Prior to the TMDL completion Londonderry had not actively encouraged local contractors to reduce their chloride usage.

Post-TMDL: Subsequent to the TMDL Londonderry did not actively encourage local contractors to reduce their chloride usage.

Proposed BMP: Londonderry will require that all town staff and private contractors hired by the town attend salt reduction trainings. Londonderry will engage in a public outreach program including sending mailers to local business owners encouraging them to require their winter maintenance contractors to attend salt reduction training. A website and local Access TV program will be created to educate homeowners and homeowner associations town-wide about proper salt use. The town will post informational brochures and best management practices information on town websites and in town hall. The town may also investigate other avenues such as posting winter driving tips in the town high school, and speaking to new drivers about safe winter driving. The town will also communicate with the local bus company. In addition the town will communicate with the private contractors who the town is aware of and encourage them to attend training. Londonderry strongly supports HB 1676 requiring the certification of private sector salt applicators.

Equipment/Materials Needs: Stationary supplies, and postage.

Estimated Reduction: The goal of the outreach program is to increase awareness and encourage private sector applicators to become trained and implement best practices. Outreach to new drivers and local bus companies is the first step in changing driver expectation within town and could result in less salt use in the long term. Training of town operators will encourage participation in salt reduction efforts. Londonderry is unable to quantify actual reductions possible because it has no control over the actual behaviour of private contractors or citizens expectations.

4.4 Upgraded Weather Monitoring System

Pre-TMDL: Londonderry has used DTN Meteorlogix to determine current and future weather conditions.

Post-TMDL: The town has not changed its weather monitoring practices subsequent to the TMDL reports.

Proposed BMP: Londonderry will upgrade a contract with a meteorological service to obtain custom storm forecasts for the community, with a dedicated weather workstation for viewing and printing weather reports for use during winter storm events. It is anticipated that this more accurate information will result in more efficient salt use and applications at key points during the storm.

Equipment/Materials Needs: The town will require a new computer work station and peripherals including: monitor, keyboard, mouse and printer for the weather terminal as well as a subscription to a custom meteorological service.

Estimated Reduction: The goal of the improved weather monitoring is to time chloride applications for maximum efficiency. While it is difficult to quantify reductions based on improved weather monitoring, Londonderry anticipates at least several storms each season during which improved weather monitoring will result in less chloride use.

4.5 BMP Overview Matrix

The town intends to continually improve salt reductions through ongoing training and experience and take advantage of annual federal funding opportunities through the I-93 salt reduction program with the ultimate goal of meeting TMDL allocations. The Town’s reduction goals are: 6% for year 1, 12% for year 2 and 18% for year 3.

Table 6: BMP Reduction Overview Matrix for Year 1

BMP	Watersheds	Reduction	
4.1 Equipment Upgrade Pilot	Beaver Brook	42.72	Tons/Yr
4.2 Improved Calibrations	Beaver Brook	8.54	Tons/Yr
4.3 Private Sector Outreach	Beaver Brook	0.0	Tons/Yr
4.4 Improved Weather System	Beaver Brook	0.0	Tons/Yr
Total Estimated Reduction:		51.26	Tons/Yr
Total Estimated Salt Imports After Improvements:		803.21	Tons/Yr
TMDL Allocation:		719.40	Tons/Yr

5.0 Implementation Cost & Timeline

Table 7 includes the equipment costs which is Londonderry's best estimate at this time. Costs may change due to factors beyond the town's control. The table below summarizes BMP and the associated estimated costs. It should be noted that matching funds will be compliant with 49 CFR18.24 and 49 CFR19.23.

Table7: Estimated Cost Table

BMP	Equipment	Estimated Cost
4.1 Equipment Upgrade Pilot	New 6-Wheeled Dump	\$120,000.00
	Spreader Control Unit	\$3,500.00
	Air/Ground Temp. Sensors	\$800.00
	Electronic Hydraulic Valves	\$1,500.00
	Prewetting Equipment ⁸	\$5,000.00
	Equipment Installations	\$1,500.00
Purchase Brine	<i>No Equipment Required</i>	\$4,000.00
4.2 Improved Calibrations	<i>No Equipment Required</i>	\$0.00
4.3 Private Sector Outreach	Stationary & Printing	\$700.00
	Postage	\$500.00
	Work Time (\$35/hr)	100 Hrs = \$3,500.00
4.4 Public Sector Outreach	Work Time (\$35/hr)	70 Hrs = \$2,450.00
4.4 Improved Weather Monitoring	Weather Workstation Computer ⁹	\$1,500.00
	Weather Monitoring Service	\$1,200.00
	Total Project Cost:	\$140,200.00
	Total Federal:	\$112,160.00
	Total Municipal Match (20%):	\$28,040.00
Note: Highlight Denotes	Total Soft Match-Match:	\$5,950.00
Municipal Soft Match	80% of Soft Match	\$4,760.00
	Municipal Match Due:	\$23,280.00

⁸ Including v-box tanks/frame mounted tanks, pumps, hoses, sprayers and cab mounted on-off switch)

⁹ Including: 20" Monitor, Printer, Keyboard, Mouse, and computer.

Table 8: Project Timeline

Time Period	Action
July 2010 – August 2010	Municipal Plan Review
September 2010 – December 2010	Municipal Budgeting
March 2011	Town Meeting (Budget Approval)
April 2011-June 2011	Bid document Prep & Bidding
June 2011 – September 2011	Outreach Program
September 2011	Equipment Install & Training
Winter Season 2011-2012	Salt Reduction Opps. & Documentation
April 2012 – May 2012	Data Processing & Evaluation
February 2012 – May 2012	Plan Preparation for Funding Round 2
June 30, 2012	Submit Plan for funding Round 2

6.0 Salt Usage Evaluation & Monitoring

Londonderry is committed to a multi-year program of salt reduction with the eventual goal of meeting TMDL requirements. It is anticipated that salt usage data will be monitored and compiled throughout the winter and be analyzed during the spring. Data will be provided to state agencies on an annual basis, and will be used in future salt reduction plans. Salt usage data will be provided in the total annual usage format on town letterhead and substantiated with all the required information (invoices/cancelled checks / po's, etc).

TMDL compliance will be measured using a 10 year average and confidence intervals per DES document dated, April 15, 2010, included in Appendix F.

7.0 Summary

The Town of Londonderry commits to providing a written report and oral presentation to the salt reduction workgroup. The town is committing to the efforts of reducing its chloride imports into the Beaver Brook Watershed by implementing the BMP's contained herein. This first phase includes implementation of three operational improvements (4.1 Equipment Upgrade Pilot, 4.2 Improved Calibrations and 4.4 Improved Weather Monitoring), and a private sector outreach and training program.

It should be noted that at this time sector allocation meetings have not taken place. This document may be modified to reflect changes in Londonderry's final salt allocation subsequent to a sector allocation meeting.

APPENDIX A

**TOWN OF LONDONERRY
WINTER MAINTENANCE
SNOW & ICE CONTROL POLICY**

**TOWN OF LONDONDERRY
DEPARTMENT OF PUBLIC WORKS
WINTER MAINTENANCE
SNOW AND ICE CONTROL POLICY**



NOVEMBER 2003

Janusz Czyzowski, P.E.
Director Public Works & Engineering

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INTRODUCTION

As individuals living in New Hampshire know quite well, each storm situation varies and presents a unique set of circumstances. Each storm, therefore, presents different and unique challenges to the individuals employed by the Town who are charged with the responsibility of meeting the Town's winter maintenance obligations. In meeting these obligations, the individual judgment by those performing the required tasks is an essential component both in conducting and timing all necessary remedial work to overcome ice and snow hazards. This document constitutes a winter maintenance policy for the Town which is intended to provide general guidelines that are strictly advisory in nature. The provisions herein should not be understood or interpreted as restricting the essential freedom of judgment which must be exercised by the Highway Foreman, the Public Works Director, the Town Manager, or other individuals empowered to implement this policy or perform the winter maintenance obligations herein addressed.

I. RESOURCES AVAILABLE

The Town of Londonderry has the following resources available to it in its winter operations:

A. Weather Information

Local Radio: WZID 95.7 FM
Local T.V.: WMUR Ch. 9
Cable T.V.: Weather Channel
Weather Services: Meteorlogix

B. Personnel

Personnel available to the Town varies depending upon many economic, political, social, and health related factors. At present, the Town D.P.W. Highway Division has five truck driver/laborers, two equipment operator/mechanics, two equipment operators/truck drivers, one assistant foreman and one foreman available for storm responses. In addition, depending upon need five independent contractors with equipment and two temporary drivers without equipment are called upon to assist the Town personnel with winter maintenance operations.

C. Equipment

Equipment available to the Town varies depending upon many economic, political, social, and mechanical related factors. At present, the Town has the following equipment available:

- 9 International 6 Wheelers (with plows & spreaders)
- 1 Back-Ho
- 2 Pick-Ups (with plows)
- 3 1-Ton Pick Up Trucks (with plows & spreaders)
- 2 Loader
- 1 Grader

D. Materials

Sand is purchased by the Town on an annual basis and stockpiled at the Town Garage. The amount of sand used for winter varies from year to year. The amount the Town budgets for sand each year varies depending upon economic, political, and other factors. At present the Town budgets for 4,500 tons of sand per year.

Sodium Chloride (Salt) is purchased from three suppliers. The Town strives, as is possible, to keep the salt shed as close to full as possible. The salt stock is replenished after each storm when possible. The amount the Town budgets for salt each year varies depending upon economic, political, and other factors. The amount of salt used per year varies from year to year. The Town budgets for 3,700 tons of salt per year.

II. OPERATIONS

A. General

Winter weather in northern New England is difficult to predict. There are many variables affecting winter maintenance operations such as type of precipitation, air temperature and pavement temperature, traffic, wind, time of day, and day of week.

The Londonderry Public Works Department has the responsibility for maintaining approximately 175 miles of Town roadways. The Public Works Department's snow removal and ice control policy is based on many years of experience with due consideration for the many competing social, economic, and political considerations that are a necessary component of the Public Works Department's ability to perform snow removal and ice control. This policy expressly recognizes that it is impossible to provide bare pavement throughout the Town on all Town roads during a winter storm.

Traffic volume and speed are two of several major factors affecting the level of winter maintenance service. Heavily traveled roadways are given first priority. The Town attempts to maintain other Town roadways during a storm. Sometimes, however, conditions or other factors dictate that snow removal on other Town roads is not necessarily shoulder-to-shoulder.

It is impractical to develop specific rules on winter maintenance operations. Due to numerous variables involved in winter storms, the judgment of the Highway Foreman, the Public Works Director, or other individual specifically so empowered governs the quantities and types of material used to control snow and ice. In general, the purpose of using salt is to reduce adherence of snow to the pavement, keep snow in a “mealy” condition and thereby permit nearly full removal by plowing, and, prevent the formation of ice or snow ice (hard pack). Salt is not intended to eliminate the need for snowplowing

The Public Works Director under the general direction of the Town Manager has direct responsibility for daily operation of the Department. The Highway Foreman supervises the day-to-day operations of the Highway Division.

B. Communications:

The following provides a guideline for the normal manner in which communication is to take place within the Town regarding its winter maintenance obligations. This section, however, is not intended nor should it be construed to be the exclusive manner in which communication must take place. This policy recognizes that each given circumstance warrants discretionary decisions by the individuals empowered with the responsibility for the Town’s winter maintenance policy and therefore authorizes these individuals to exercise discretion in determining, based upon the circumstances, the best method for communicating to ensure that winter maintenance obligations are met.

1. Prior to Storm

The Director and Highway Foreman communicate prior to the storm to determine the level of readiness and probable initiation of snow and ice control operations. The Director and Highway Foreman utilize the various weather forecasting sources available.

2. Onset of Storm:

Police Department calls Highway Foreman to inform him that roadway conditions are requiring initiation of snow and/or ice control operation. Highway Foreman then calls in the response team as required according to procedures. If the storm begins during the regular work hours, the Highway Foreman may not wait for the Police Department to request the initiation of snow and ice control operation.

3. During Storm Operations

Radio communication is maintained with all response vehicles. Requests and special instructions for service are taken via telephone or radio at the Highway garage or D.P.W. Requests are relayed to the Highway Foreman who dispatches personnel and equipment when they become available or immediately if it is

deemed to be an emergency. The Highway Foreman or designee will determine the extent of the emergency.

Telephone and radio communications with the Highway Foreman, the Director, School Administrators, Bus Managers, Police Department, and Fire Department continue on an as needed basis during the storm.

Any problems with communications or communications equipment may be noted in the log.

4. Wrap Up After The Storm

At the end of the snow/ice operations the Highway Foreman notifies the Police Department that operations are ended and ask to monitor any potential weather related problems, i.e., drifting snow, icing conditions, etc.

Following the storm, generally on Monday of next week the storm log is delivered by the Highway Foreman to the D.P.W. secretary for the director's review and filing.

C. Applications

1. Application of Materials

The use of salt, sand or salt-sand mixtures is a discretionary decision that is dependent upon many factors including not only the conditions of the roadway and the weather conditions, but also anticipated changes in these conditions and fiscal constraints experienced by the Public Works Department. The decision also depends upon the effects of peak traffic periods, approaching nightfall, daybreak, predicted temperature changes, and the anticipated time for the end of the storm. All of these factors, and more, are considered and evaluated prior to selecting the proper materials or rate of application.

Adverse roadway conditions existing during periods of low temperatures, which are predicted to rise would generally be treated in accordance with the recommendations for the higher temperature. If the time of day and weather forecast is such that a drop in temperature may reasonably be expected, treatment would generally be for the lower temperature. Generally, neither salt nor sand should be used at low temperatures if the pavement is dry and snow is blowing off the pavement. However, changing circumstances may warrant such an application.

Salt is the chemical of choice for most storm situations. Salt is used to prevent snow and ice build-up on the pavement and to aid removal of any build-up that occurs. Salt is most effective for melting purposes at temperatures above 20

degrees Fahrenheit becoming slower acting at temperatures below 20 degrees Fahrenheit.

Approximately 300 lbs. per lane mile of salt is applied during initial salt application. However, the actual amount applied during a particular application is left to the discretion of the individual performing the application.

Salt is generally applied to the middle 1/3 of pavement width and on high side of super-elevated curves. Spread width may be increased or decreased at the discretion of the individual applying the substance and depending upon the action of traffic. Salt is applied early in the storm so that brine develops on the pavement and prevents build-up of packed snow. If snow continues and accumulates on the pavement plowing should follow. At the end of the storm when all roadways have been plowed, an additional treatment of salt and/or sand may be applied if deemed necessary.

There are many additional circumstances which, in the discretion of the individuals applying the materials, may necessitate modification to these treatments. Some circumstances are:

- Rising or falling temperatures
- When pavement is cold and dry and dry snow is falling, salt may not be applied. Plowing and treatment of icy spots, if they develop is recommended.
- In low temperatures or on very lightly traveled roadways the effectiveness of salt is reduced and sand or salt/sand mixture may be needed for traction.

2. Spreading Practices

Timing of the initial application during each storm is very important. Generally, spreading should be delayed until there is sufficient accumulation on the pavement to hold and contain the material. However, each circumstance is unique and the decision regarding the timing of the application is left to the discretion of the individuals charged with the responsibility for implementing the winter maintenance policy.

Portions of the town are peculiar due to various physical conditions and will require a greater application rate or an additional application during some storms. However, these areas should be judged and treated separately and not used as a barometer to evaluate and subsequently direct complete applications over the entire town. In order to conduct efficient operation, when possible periodic observation of the pavement surface conditions may be performed.

When possible and at the discretion of the individual responsible for performing the task, the width of material spread (throw plus roll) may be restricted to increase the concentration of the salt where it is needed and therefore increase the effectiveness of the application. Spreading operations should be conducted at

lower speeds. Air turbulence created at high speeds makes it difficult to retain all the material discharged within the desired width. Spinner and belt speeds and spread pattern may be adjusted to obtain the correct spread rate and to retain the material within the required width.

3. *Plowing Operations:*

Each storm presents unique circumstances dictating different decisions regarding the initiation of plowing operations. Generally, however, plowing begins after two inches of snow has fallen and continues until the storm has ended. In some cases, at the discretion of the individuals empowered with the responsibility for implementing this policy, plowing may be suspended in order to allow drivers to rest and/or sleep. Widening and intersection sight distance clearing is performed at the discretion of the individuals implementing this policy with due consideration for the many factors that must be considered. If possible, it generally occurs following the storm during daylight hours when best visibility exists.

For light accumulation snowfalls, snow squalls, and so-called "Alberta Clippers" of short duration, plowing may begin immediately and may include simultaneous salting and/or sanding to provide desired results quickly and efficiently.

Truck mounted front plows and in some cases wing plows are utilized for, among other things, to clear roadways of snow and frozen precipitant. Storm intensity generally measured in inches per hour varies considerably in New Hampshire but average major snowstorms are approximately one inch per hour. This one-inch per hour intensity rate and the allowable snow accumulation is one consideration used in planning the availability of equipment necessary for snowplow operations. The planned allowable snow accumulation of most roads in town is 4 inches with a maximum allowable accumulation in non-emergency situations of 8 inches and a planned plowing frequency of 3 ½ hours. These above mentioned figures are only an approximation and are based on an average of 1" per hour under optimum conditions (i.e., no traffic tie-ups due to accidents or stuck vehicles and no equipment breakdowns). The maximum allowable depth of snow that a motorist may encounter on highway pavements does not include blizzard conditions, heavy wind, drifting conditions, or other emergency conditions.

Frozen precipitation, including sleet and the build up of ice caused by freezing rain or special situations are not subject to the procedures indicated above. When a changeover from snow or sleet to freezing rain is predicted or anticipated, the individuals implementing this policy exercise discretion in deciding whether to leave the snow and ice on the pavement as it may capture the freezing rain and thereby prevent a glare ice situation.

D. Storm Log

Maintaining records is a desirable objective. When possible, beginning with the arrival of the Highway Foreman or responding supervisor at the town garage, a storm log may be initiated and kept throughout the storm event in which, if possible, notes may be maintained regarding communications, conditions and major events.

At a minimum, when possible, the following information may be noted on the log:

- a. Approximate time each piece of equipment and personnel begin and end operation.
- b. Weather conditions, total snow accumulations and maximum and minimum temperature.
- c. Any reported major problems from drivers or operators including equipment failure.
- d. Approximate time equipment is down and time that equipment is back in service.
- e. Report on accidents and special situations, especially Police calls.
- f. Approximate amount of salt and sand used.
- g. Communication with town or school officials regarding road conditions or other storm related matters.
- h. Other situations that occur which, at the discretion of the individual maintaining the log, is potentially significant

E. Response Teams

Department responses will vary with the conditions encountered, personnel, who are available for work. The time of day and day of week, the temperature, overall road conditions, preceding weather, anticipated weather, etc.

The Department response teams are as follows:

1. *Spot Salting* – Depending upon the circumstances two to three men may be called. The Highway Foreman or another individual specifically empowered to do so will determine whether additional help is needed to cover the icy spots and if contractors need to be called to assist with the operation.
2. *Ice/Snow Winter Storms* – The Highway Foreman or another individual specifically empowered to do so will contact the Town's personnel and contractors to start salting and plowing operations.

F. Blowing and Drifting Snow

Quite often after a cold, dry snowstorm blowing and drifting snow will begin to drift across roadways creating hazardous travel conditions. If identified, the Police Department or other individuals who observe this condition may, depending upon the circumstances, call and request the Highway Foreman to improve the conditions. The Highway Foreman or other individual specifically empowered to do so will determine an appropriate response to the situation identified including, but not limited to, the pieces of road equipment, personnel, and materials that need to be utilized to address the situation.

G. Post Storm Operations

At an appropriate time following the completion of winter maintenance obligations, additional activities may take place to ensure readiness for subsequent winter operations which may include, but need not be limited to, the following:

1. Equipment inspected using preventative maintenance techniques and repair as necessary.
2. Materials, especially salt, may be reordered in order to insure adequate stockpile.
3. Depending upon available resources and at the discretion of the individuals implementing this policy, plow routes may be checked for problems, especially for snow piles created by driveway contractors.
4. Depending upon available resources and at the discretion of the individuals implementing this policy, following a major storm the snow on the sides of roads may be pushed further off the road.
5. Depending upon available resources and at the discretion of the individuals implementing this policy, the height of snow banks may be decreased.

H. Towing

Often during snow removal operations, stranded or parked vehicles will be encountered on Town roads. When such a vehicle is on a Town roadway or right-of-way it may be towed under the Town's winter parking ban/ordinance. Generally, the procedures for having a car such as one so identified towed are as follows:

- Operating personnel call the garage base station that notifies the Londonderry Police Department and requests removal of the vehicle.
- Persons contacting the Public Works Department to retrieve their car after a storm are referred to the Londonderry Police Department.

I. Sidewalks

Sidewalk snow clearance will be conducted after the needs to maintain roadways have been satisfied and will depend upon the availability of resources.

J. Schools, Police Department, Fire Department and Library

The Highway Division is not responsible for clearing snow and providing winter treatment to the Town's school access roads and parking lots.

The school superintendent or designated official representative shall contact the Police Department and Highway Foreman to determine the condition of the Town's roads in order to make decision regarding the use of school buses. The school representative(s) shall make the decision to cancel or postpone school for that day.

The Highway Division is not responsible for clearing snow or providing winter treatment to the Police Department, Fire Department and Town Library parking areas.

The Highway Division will maintain only Day Boulevard and the secondary access road to the Police Department.

K. Parking

The Town has enacted a winter parking ban effective from November 1st to April 1st of each year. This ban prohibits parking on the Town's roads or right-of-way (ROW) between the hours of 12 midnight and 8 a.m. or at any other time in such a manner as to impede snow removal operations. The Town has the right to tow or ticket violators. The purpose of this winter parking ban is to allow winter maintenance crews unobstructed snow removal and ice control routes, as much as possible, to maintain to maximum effectiveness of their efforts.

L. Fire Hydrants

The Highway Division is not responsible for the clearing of snow from around fire hydrants. This responsibility belongs to the utility companies.

M. Damage to Private Property

In implementing this winter maintenance policy, the Town is not responsible and assumes no liability for damage to private property that is located within the public right-of-way. (RSA 231:92) The right-of-way (ROW) is often 50' wide and, in most cases, extends 10 to 20 feet from either side of the paved or gravel road.

In the event damage occurs to personal property during the Town's implementation of this winter maintenance policy, the Town may only be responsible to repair or replace the damaged personal property if the personal property was damaged through actual contact with the Town's snow removal equipment at a time when the personal property was located completely upon private property. The Town will not repair or replace private property which is damaged when the private property is within the town's right of way or which is damaged not by the Town's equipment, but by snow, ice, or other material removed from the Town's right of way.

IV. PUBLIC INFORMATION

Town residents are advised prior to each winter season of the Town's winter policies by public notification in the newspaper and on the Town website as follows:

TOWN OF LONDONDERRY NOTICE FROM THE DEPARTMENT OF PUBLIC WORKS

The Department wishes to remind residents of the snow ordinance regarding parking and the placement of snow on the streets. The Winter Parking Ban is in effect from November 1 to April 1. During that time, no person shall park any motor vehicle on any public road or right-of-way between 12:00 midnight and 8:00 A.M. or at any other time in such a manner as to impede snow removal operations. Any vehicle parked in violation will be towed by the Police Department. Any vehicles so towed shall be stored and released to the owner only upon payment of the cost of towing. No person is allowed to place any snow or ice upon the surface of the traveled portion of any Town maintained portion of road or highway. Blowing, shoveling, or plowing snow into the street, creates a very dangerous situation that can cause swerving and accidents. Any person violating this ordinance may be subject to a penalty as specified in Town's snow ordinance.

Location of mailboxes: Mail and newspaper boxes are allowed, at the owner's risk, in the Town's right-of-way. Claims for damages or other liabilities resulting from their installation are the responsibility of the owner. The following are suggestions for reducing the possibility of damage: the mailbox should be installed in such a manner that no part of the mailbox is within three feet of the edge of pavement. Installations should be sufficiently sturdy to withstand the weight of heavy snow resulting from plowing operations. The Town does not repair or replace mailboxes damaged during snow removal operations.

Generally, the Town has a 50 foot right-of-way, which extends 13 feet from the edge of pavement. Residents are asked not to reconstruct road shoulders and swales or place any structures and landscape items within the Town Right-of-Way. Stakes, delineators or rocks create a road hazard and should be removed.

The Town is not liable for damages that may occur to objects placed within its right-of-way.

Cleaning of Driveway Culverts: Londonderry homeowners may not be aware that they are responsible for their driveway culvert. In order for the culvert to remain clean at all times, we ask that residents periodically check their culvert and free it from debris. This will go a long way toward alleviating erosion, ice build up and drainage problems in the future.

APPENDIX B

RESOLUTION 2008-18 RELATING TO MUNICIPAL
APPLICATION OF ROAD SALT

RESOLUTION 2008-18

A Resolution Relative to the Relating to Municipal Application of Road Salt

First Reading: 10/06/08
Second Reading: Waived
Adopted: 10/06/08

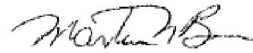
WHEREAS Beaver Brook, Dinsmore Brook, and Policy Brook do not meet water quality standards for chloride; and

WHEREAS the Total Maximum Daily Load (TMDL) studies show that municipal road salt application must be reduced to meet water quality standards, and


WHEREAS the I-93 corridor municipalities, private transportation facility managers, and the Department of Transportation are working together as the I-93 Salt Reduction Work Group to collectively reduce road salt application in impaired watersheds;

NOW THEREFORE BE IT RESOLVED by the Londonderry Town Council that the Town commits to reduce municipal application of road salt and to work with the New Hampshire Department of Transportation, the New Hampshire Department of Environmental Services and private salt applicators to reduce chloride loading to impaired watersheds in the I-93 corridor.

This Resolution does not bind the Town to any specific salt reduction technique.



Marty Bove, Chairman
Town Council


Marguerite A. Seymour
Town Clerk/Tax Collector

(TOWN SEAL)

A TRUE COPY ATTEST:
10/06/08

APPENDIX C

SNOW PLOW ROUTES



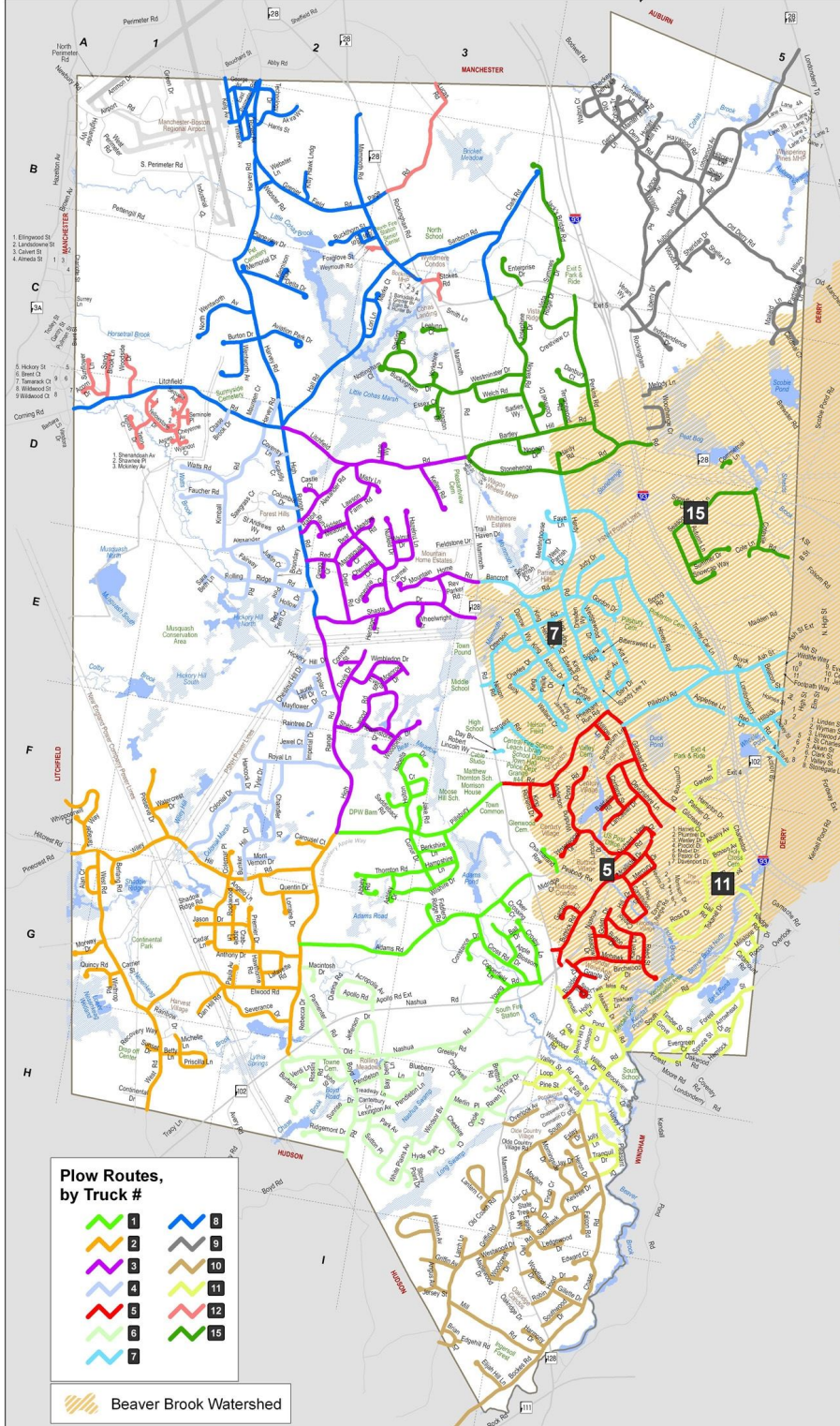
Snowplow routes in the Beaver Brook Watershed Londonderry portion

Londonderry
Business is better.
Life is good.



Londonderry Roads

- | | | |
|------------|-------------------------|---------------------------|
| A-9 D-5 | Greenfield Rd. 8 | Plaza Dr. F-5 |
| A-10 D-6 | Griffin Av. 14 | Plymouth Rd. D-3 to D-5 |
| A-11 D-7 | Hill Rd. H-1 to H-4 | Rocky Pt. F-4 to F-5 |
| A-12 D-8 | Highway 101 | Rodman Rd. H-3 to H-4 |
| A-13 D-9 | Hill Rd. D-2 to C-3 | Roseville Rd. B-1 |
| A-14 D-10 | Hampden Ln. D-5 | St. John's Rd. C-4 |
| A-15 D-11 | Hampden Ln. D-2 | St. John's Rd. B-1 to C-2 |
| A-16 D-12 | Hampden Ln. D-5 | St. John's Rd. E-4 |
| A-17 D-13 | Harvey Rd. D-4 to E-5 | St. John's Rd. F-3 to E-5 |
| A-18 D-14 | Harrison Rd. D-2 to D-3 | St. John's Rd. F-2 |
| A-19 D-15 | Harrison Rd. D-5 | St. John's Rd. F-1 |
| A-20 D-16 | Harrison Rd. D-2 to D-3 | St. John's Rd. F-5 |
| A-21 D-17 | Harrison Rd. D-5 | St. John's Rd. F-4 |
| A-22 D-18 | Harrison Rd. D-2 to D-3 | St. John's Rd. F-3 |
| A-23 D-19 | Harrison Rd. D-5 | St. John's Rd. F-2 |
| A-24 D-20 | Harrison Rd. D-2 to D-3 | St. John's Rd. F-1 |
| A-25 D-21 | Harrison Rd. D-5 | St. John's Rd. F-5 |
| A-26 D-22 | Harrison Rd. D-2 to D-3 | St. John's Rd. F-4 |
| A-27 D-23 | Harrison Rd. D-5 | St. John's Rd. F-3 |
| A-28 D-24 | Harrison Rd. D-2 to D-3 | St. John's Rd. F-2 |
| A-29 D-25 | Harrison Rd. D-5 | St. John's Rd. F-1 |
| A-30 D-26 | Harrison Rd. D-2 to D-3 | St. John's Rd. F-5 |
| A-31 D-27 | Harrison Rd. D-5 | St. John's Rd. F-4 |
| A-32 D-28 | Harrison Rd. D-2 to D-3 | St. John's Rd. F-3 |
| A-33 D-29 | Harrison Rd. D-5 | St. John's Rd. F-2 |
| A-34 D-30 | Harrison Rd. D-2 to D-3 | St. John's Rd. F-1 |
| A-35 D-31 | Harrison Rd. D-5 | St. John's Rd. F-5 |
| A-36 D-32 | Harrison Rd. D-2 to D-3 | St. John's Rd. F-4 |
| A-37 D-33 | Harrison Rd. D-5 | St. John's Rd. F-3 |
| A-38 D-34 | Harrison Rd. D-2 to D-3 | St. John's Rd. F-2 |
| A-39 D-35 | Harrison Rd. D-5 | St. John's Rd. F-1 |
| A-40 D-36 | Harrison Rd. D-2 to D-3 | St. John's Rd. F-5 |
| A-41 D-37 | Harrison Rd. D-5 | St. John's Rd. F-4 |
| A-42 D-38 | Harrison Rd. D-2 to D-3 | St. John's Rd. F-3 |
| A-43 D-39 | Harrison Rd. D-5 | St. John's Rd. F-2 |
| A-44 D-40 | Harrison Rd. D-2 to D-3 | St. John's Rd. F-1 |
| A-45 D-41 | Harrison Rd. D-5 | St. John's Rd. F-5 |
| A-46 D-42 | Harrison Rd. D-2 to D-3 | St. John's Rd. F-4 |
| A-47 D-43 | Harrison Rd. D-5 | St. John's Rd. F-3 |
| A-48 D-44 | Harrison Rd. D-2 to D-3 | St. John's Rd. F-2 |
| A-49 D-45 | Harrison Rd. D-5 | St. John's Rd. F-1 |
| A-50 D-46 | Harrison Rd. D-2 to D-3 | St. John's Rd. F-5 |
| A-51 D-47 | Harrison Rd. D-5 | St. John's Rd. F-4 |
| A-52 D-48 | Harrison Rd. D-2 to D-3 | St. John's Rd. F-3 |
| A-53 D-49 | Harrison Rd. D-5 | St. John's Rd. F-2 |
| A-54 D-50 | Harrison Rd. D-2 to D-3 | St. John's Rd. F-1 |
| A-55 D-51 | Harrison Rd. D-5 | St. John's Rd. F-5 |
| A-56 D-52 | Harrison Rd. D-2 to D-3 | St. John's Rd. F-4 |
| A-57 D-53 | Harrison Rd. D-5 | St. John's Rd. F-3 |
| A-58 D-54 | Harrison Rd. D-2 to D-3 | St. John's Rd. F-2 |
| A-59 D-55 | Harrison Rd. D-5 | St. John's Rd. F-1 |
| A-60 D-56 | Harrison Rd. D-2 to D-3 | St. John's Rd. F-5 |
| A-61 D-57 | Harrison Rd. D-5 | St. John's Rd. F-4 |
| A-62 D-58 | Harrison Rd. D-2 to D-3 | St. John's Rd. F-3 |
| A-63 D-59 | Harrison Rd. D-5 | St. John's Rd. F-2 |
| A-64 D-60 | Harrison Rd. D-2 to D-3 | St. John's Rd. F-1 |
| A-65 D-61 | Harrison Rd. D-5 | St. John's Rd. F-5 |
| A-66 D-62 | Harrison Rd. D-2 to D-3 | St. John's Rd. F-4 |
| A-67 D-63 | Harrison Rd. D-5 | St. John's Rd. F-3 |
| A-68 D-64 | Harrison Rd. D-2 to D-3 | St. John's Rd. F-2 |
| A-69 D-65 | Harrison Rd. D-5 | St. John's Rd. F-1 |
| A-70 D-66 | Harrison Rd. D-2 to D-3 | St. John's Rd. F-5 |
| A-71 D-67 | Harrison Rd. D-5 | St. John's Rd. F-4 |
| A-72 D-68 | Harrison Rd. D-2 to D-3 | St. John's Rd. F-3 |
| A-73 D-69 | Harrison Rd. D-5 | St. John's Rd. F-2 |
| A-74 D-70 | Harrison Rd. D-2 to D-3 | St. John's Rd. F-1 |
| A-75 D-71 | Harrison Rd. D-5 | St. John's Rd. F-5 |
| A-76 D-72 | Harrison Rd. D-2 to D-3 | St. John's Rd. F-4 |
| A-77 D-73 | Harrison Rd. D-5 | St. John's Rd. F-3 |
| A-78 D-74 | Harrison Rd. D-2 to D-3 | St. John's Rd. F-2 |
| A-79 D-75 | Harrison Rd. D-5 | St. John's Rd. F-1 |
| A-80 D-76 | Harrison Rd. D-2 to D-3 | St. John's Rd. F-5 |
| A-81 D-77 | Harrison Rd. D-5 | St. John's Rd. F-4 |
| A-82 D-78 | Harrison Rd. D-2 to D-3 | St. John's Rd. F-3 |
| A-83 D-79 | Harrison Rd. D-5 | St. John's Rd. F-2 |
| A-84 D-80 | Harrison Rd. D-2 to D-3 | St. John's Rd. F-1 |
| A-85 D-81 | Harrison Rd. D-5 | St. John's Rd. F-5 |
| A-86 D-82 | Harrison Rd. D-2 to D-3 | St. John's Rd. F-4 |
| A-87 D-83 | Harrison Rd. D-5 | St. John's Rd. F-3 |
| A-88 D-84 | Harrison Rd. D-2 to D-3 | St. John's Rd. F-2 |
| A-89 D-85 | Harrison Rd. D-5 | St. John's Rd. F-1 |
| A-90 D-86 | Harrison Rd. D-2 to D-3 | St. John's Rd. F-5 |
| A-91 D-87 | Harrison Rd. D-5 | St. John's Rd. F-4 |
| A-92 D-88 | Harrison Rd. D-2 to D-3 | St. John's Rd. F-3 |
| A-93 D-89 | Harrison Rd. D-5 | St. John's Rd. F-2 |
| A-94 D-90 | Harrison Rd. D-2 to D-3 | St. John's Rd. F-1 |
| A-95 D-91 | Harrison Rd. D-5 | St. John's Rd. F-5 |
| A-96 D-92 | Harrison Rd. D-2 to D-3 | St. John's Rd. F-4 |
| A-97 D-93 | Harrison Rd. D-5 | St. John's Rd. F-3 |
| A-98 D-94 | Harrison Rd. D-2 to D-3 | St. John's Rd. F-2 |
| A-99 D-95 | Harrison Rd. D-5 | St. John's Rd. F-1 |
| A-100 D-96 | Harrison Rd. D-2 to D-3 | St. John's Rd. F-5 |

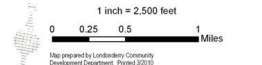


Plow Routes, by Truck #

1	8
2	9
3	10
4	11
5	12
6	13
7	14
8	15

Beaver Brook Watershed

This map was prepared by the Town of Londonderry Department of Planning and Economic Development and printed in Winter 2006. Roadways are current as of December, 2005 and were researched from orthorectified data obtained from a spring 2003 Aerial followed by updates from submitted data files. If any changes were performed by Vantage LLC for the Town GIS program. Additional copies of this map are available from the Londonderry Town Hall or on-line at www.londonderry.org



APPENDIX D

10 YEAR AVERAGE MATERIAL USAGE

Total Salt Usage-Summary

Fiscal Year	Salt Tons	Cost
FY-99	3,790.00	
FY-00	3,494.00	
FY-01	5,818.00	
FY-02	2,915.75	
FY-03	5,610.00	
FY-04	3,018.50	
FY-05	5,735.75	\$ 40.87
FY-06	3,207.75	\$ 44.79
FY-07	2,532.75	\$ 42.17
FY-08	5,541.25	\$ 47.73
FY-09	3,918.00	\$57.62 & \$81.41 State Bid No longer Avail
FY-10	2,873.25	\$52.84 & \$54.53 State Bid No longer Avail
Totals	48,455.00	

11 Year Average FY-99 to FY-09 4,143.80

12 Year Average FY-99 to FY-10 4,037.92

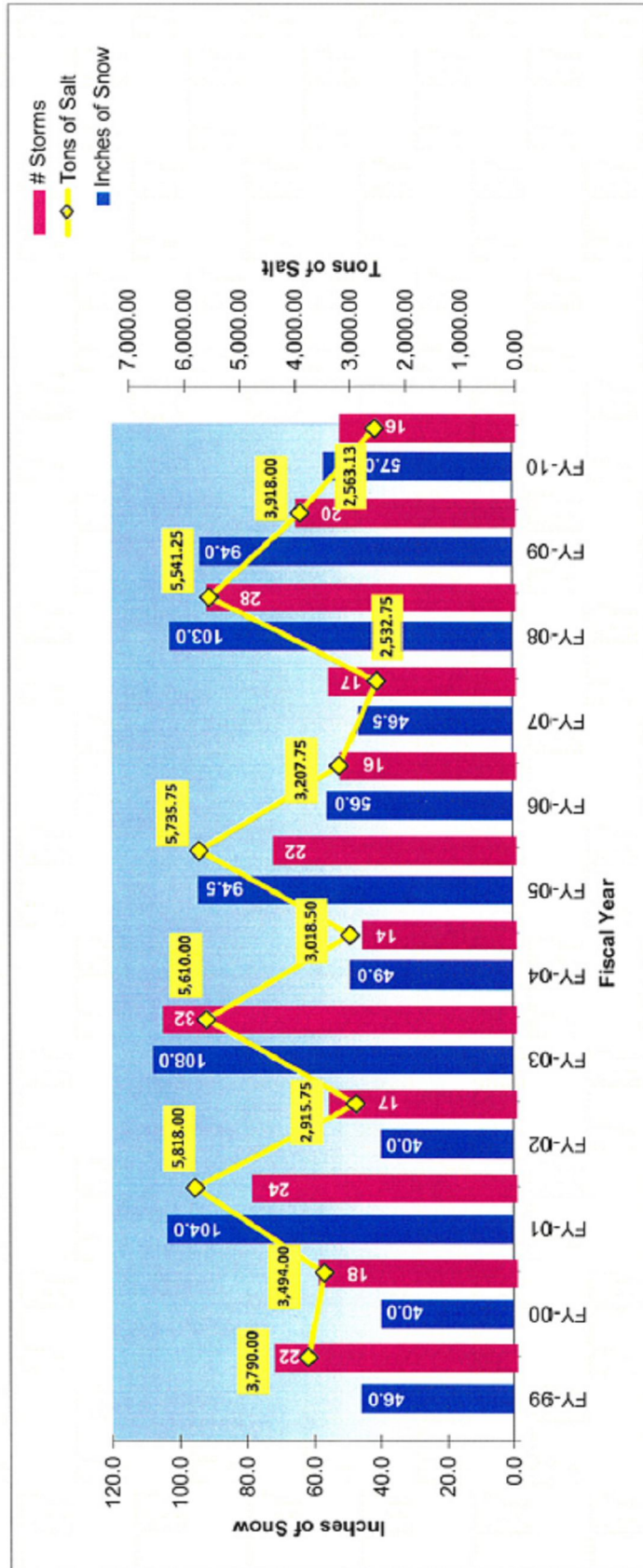
Snow - Summary

	# Storms	Inches of Snow
FY-99	22	46
FY-00	18	40
FY-01	24	104.0
FY-02	17	40.0
FY-03	32	108.0
FY-04	14	49.0
FY-05	22	94.5
FY-06	16	56.0
FY-07	17	46.5
FY-08	28	103.0
FY-09	20	94.0
FY-10	16	57.0
12 Year Average	21	69.8

Sand-Summary

Fiscal Year	Sand Tons (Used 75% of Salt/Sand Mixture)
FY-99	
FY-00	
FY-01	5,268
FY-02	2,588
FY-03	8,429
FY-04	3,800
FY-05	6,300
FY-06	3,300
FY-07	1,500
FY-08	3,900
FY-09	4,734
FY-10	2,800
Totals	42,619

10 year Average (FY-01 to FY-10) 4,262



APPENDIX E

STORM REPORTS

Snow Report

7

Date: 1/1-2-3/10

	<u>am</u>	<u>pm</u>	<u>Day of Week</u>
<u>Storm Started</u>		5:00	Friday

<u>Storm Ended</u>	11:00		Sunday
--------------------	-------	--	--------

<u>Temperature</u>	<u>Max.</u>	<u>Min.</u>	<u>Depth of Snow</u>
	32	19	9"

Sanding From - While Plowing

312 yds. / 468 ton

Salting From - 9:00pm(1-1) - 12am(1-2) 10am(1-3) - 2pm(1-3)

232½ yds. / 232½ ton

Plowing From - 3:00am-11:00pm(1/2) 4:00am - 4:00pm (1-3)Personnel Called @ 7:00pm Friday 1/1/2010

Done @ 4:00pm Sunday 1/3/2010

	<u>Equip. Name & #</u>	<u>Salt Yards</u>	<u>Sand Yards</u>
Russ	Loader & Pick/up # 2		
Don	6 Wheeler # 7	20	30
Paul	Loader & Maint		
Scott	6 Wheeler # 6*	15	27
Brian H.	6 Wheeler # 9*	15	36
Bill	6 Wheeler # 8	20	24
Brian S.	6 Wheeler # 15	20	30
Mark	6 Wheeler # 10*	15	36
Dan	?????		
Bob	6 Wheeler # 11	20	30
Ken	6 Wheeler # 5	20	24

B.Bubelnyk	44 Hrs. 1 Ton	# 4	7½	9
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W.Elwood	44 Hrs. 1 Ton	# 14	15	12
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School - 1 Ton - Chris			10	6
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School - 1 Ton - Paul			5	6
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Contractors Called @ 7:00pm Fri 1/1/2010

RCI	6 Wheeler out	@ 3:00pm	Sun 1/3	=	44 Hrs.	\$3,160
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Johnson	1 Ton out	@ 3:00pm	Sun 1/3	=	44 Hrs.	\$2,640
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D.Grande	1 Ton out	@ 3:00pm	Sun 1/3	=	44 Hrs.	\$2,640
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Material For Contractors 50 yds Salt 42 yds Sand

* Truck dump/spreader combination (underbelly spreader)

Snow Report

⑨

Date: 1/18/10

	<u>am</u>	<u>pm</u>	<u>Day of Week</u>
<u>Storm Started</u>		7:00 as Rain	Sunday (1-17)
	Turned to Snow around 10:00pm		Sunday (1-17)
<u>Storm Ended</u>	1:00		Monday (1-18)

<u>Temperature</u>	<u>Max.</u>	<u>Min.</u>	<u>Depth of Snow</u>
	37	29	8"
<u>Sanding From</u> -	4:00am - 4:00pm (While Plowing)		
	222 yds. / 333 ton		
<u>Salting From</u> -	1:00am - 4:00am		
	117½ yds. / 117½ ton		
<u>Plowing From</u> -	1:00am - 4:00pm		

Personnel Called @ 12:01am Monday 1/18

Done @ 5:00pm Monday 1/18

	<u>Equip. Name & #</u>	<u>Salt Yards</u>	<u>Sand Yards</u>
Russ	Loader & Pick/up # 2		
Don	6 Wheeler # 7	10	18
Paul	Loader & Maint		
Scott	6 Wheeler # 6 *	7½	9
Brian H.	6 Wheeler # 9 *	7½	27
Bill	6 Wheeler # 8	10	24
Brian S.	6 Wheeler # 15	10	12
Mark	6 Wheeler # 10 *	7½	18
Dan	?????		
Bob	6 Wheeler # 11	10	12
Ken	6 Wheeler # 5	10	18
B. Bubelnyk	16 Hrs. 1 Ton # 4	5	6
W. Elwood	16 Hrs. 1 Ton # 14	7½	15
School - 1 Ton - Chris		2½	6
School - 1 Ton - Paul		2½	6

Contractors Called @ 12:01am Mon 1/18/2010

RCI	6 Wheeler out	@ 4:00pm	Mon 1/18	=	16 Hrs.
Johnson	1 Ton out	@ 4:00pm	Mon 1/18	=	16 Hrs.
D. Grande	1 Ton out	@ 4:00pm	Mon 1/18	=	16 Hrs.

\$1152.00
\$960.00
\$960.00

Material For Contractors 27½ yds Salt 222 yds Sand

* Truck dump/spreader combination (underbelly spreader)

APPENDIX F

TMDL IMPLEMENTATION PLAN CONSIDERATIONS

TMDL IMPLEMENTATION PLAN CONSIDERATIONS

Paul M. Currier, DES Watershed Management Bureau

April 15, 2010

I. There are Four TMDL watersheds for which salt reduction implementation plans are needed. For DOT, I-93 should get a separate allocation from other DOT roads that includes the planned expansion. There would be a separate allocation for municipal and private salt use for each town in a TMDL watershed

Table 1

DINSMORE BK.	N. TRIB. CANOBIE LAKE	BEAVER BK	POLICY – PORCUPINE BK
DOT I-93	DOT I-93	DOT I-93	DOT I-93
DOT other roads	DOT other roads	DOT other roads	DOT other roads
Windham municipal	Windham municipal	Londonderry muni.	Salem municipal
Windham Private	Windham Private	Derry municipal	Windham municipal
Windham Future	Windham Future	*Chester&Auburn	Salem private
		Londonderry private	Windham private
		Derry private	Salem future
		Londonderry future	Windham future
		Derry future	
123.1 tons salt/yr	26.9 tons salt/yr	5863.4 tons salt/yr	3,449 tons salt/yr

II. The measure of salt reduction success should be a rolling 10-year average of salt use. An interim measure of success for any given year would be the year’s salt use weighted by the Winter Severity Index for I-93.

II. The starting point for all implementation plans is the “equally shared reduction” scenario presented in the approved TMDLs. The final implementation plans may contain different allocations for sectors, and a future growth allocation. These must be negotiated among DOT and municipalities.

A. Municipalities MAY negotiate on behalf of private sector salt users. Private sector allocations should be different from the initial TMDL allocation ONLY if there is a municipally-based plan for how private salt use will be tracked and a municipal commitment to help implement it.

III. In the absence of negotiated agreement among municipalities and DOT, sector allocations for municipalities and DOT should remain as in the TMDLs.

IV. In the absence of a municipally-based plan for how private salt use will be tracked and a municipal commitment to help implement it, private sector salt allocations should remain as in the TMDLs.

V. In the event that municipal salt reduction plans, DOT salt reduction plans, and discussions and negotiations among DOT, municipalities, and private sector salt users do not result in consensus-based sector allocations and plans for each sector that are expected to meet the overall watershed allocation, DES may either:

A. Prepare and publish an implementation plan, and use state law authorities to implement it as necessary; OR

B. Defer to EPA to implement the needed salt use reductions by using their NPDES permit authority. This might involve NPDES small MS4 stormwater general permits, issuing individual permits, and issuing general stormwater permits to categories of salt users (property owners and municipalities) under residual designation authority.

VI. The best scenario is one in which DOT, DES, and municipalities work together, leverage the FHWA earmark \$\$, and develop a long-term (probably a decade or more) strategic plan for overall salt use reduction.

RESOLUTION 2011-01

A Resolution relative to
*An Agreement to Provide Law Enforcement Services
at Manchester-Boston Regional Airport*

First Reading: 02/14/11
Adopted: 02/14/11

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

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

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

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

Paul DiMarco - Chairman
Town Council

(TOWN SEAL)

Marguerite Seymour - Town Clerk/Tax Collector

A TRUE COPY ATTEST:
02/14/11

AIRPORT LAW ENFORCEMENT AGREEMENT

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

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

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

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

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

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

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

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

I. GENERAL REQUIREMENTS AND COMPENSATION

A. TERM

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

B. SERVICES REQUIRED TO BE PROVIDED

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

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

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

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

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

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

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

C. COMPENSATION

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

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

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

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

D. ADMINISTRATION OF AGREEMENT

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

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

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

E. VEHICLES AND EQUIPMENT

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

II. INSURANCE REQUIREMENTS

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

III. ADDITIONAL TERMS AND CONDITIONS

A. AUDITING AND FINANCE

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

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

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

IV. A. TERMINATION

1. Upon 60 days notice in advance

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

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

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

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

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

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

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

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

V. MISCELLANEOUS

A. SUCCESSORS AND ASSIGNS

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

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

B. ENTIRE AGREEMENT

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

C. GOVERNING LAW

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

D. CAPTIONS

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

E. SEVERABILITY

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

F. EQUAL EMPLOYMENT OPPORTUNITY

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

G. NOTICES

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

If to Airport Director:

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

If to Chief of Police:

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

If to Town of Londonderry:

Town Manager
268B Mammoth Road
Londonderry, New Hampshire 03053

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

CITY OF MANCHESTER

By: _____
Mark P. Brewer, Airport Director

TOWN OF LONDONDERRY

By: _____
David R. Caron, Town Manager

ATTACHMENT A

POLICE DEPARTMENT, AIRPORT DIVISION STAFFING LEVELS AND COVERAGE REQUIREMENTS

A. PERSONNEL ALLOCATION

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

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

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

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

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

B. SHIFT COVERAGE

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

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

C. MINIMUM SHIFT COVERAGE SHALL BE AS FOLLOWS:

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

D. PERSONNEL FLEXIBILITY

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

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

ATTACHMENT B

POLICE DEPARTMENT, AIRPORT DIVISION PERFORMANCE STANDARDS

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

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

Voters are hereby notified to meet at the Londonderry High School Gymnasium in Londonderry on Tuesday the eighth (8th) day of March, 2011, at seven o'clock in the morning to choose all necessary Town Officers for the ensuing year, and to act upon bond and note articles, together with any amendments to the Town Charter, all by official ballot, the polls to be open at seven o'clock in the morning and to close not earlier than eight o'clock in the evening.

Voters are further notified to meet at the Londonderry High School Cafeteria on Saturday, March 12, 2011 at nine o'clock in the morning to discuss, amend and act upon articles, the proposed Fiscal Year 2012 budget and all other matters to come before the meeting.

ARTICLE NO. 1 [ELECTION OF OFFICERS]

To choose all necessary Town Officers for the ensuing year, or until another is chosen or appointed and qualified.

Town Council – Vote for Two
Three Year Term

Budget Committee – Vote for Three
Three Year Term

Deb Nowicki	___	Chris Melcher	___
Tom Freda	___	Tom Dalton	___
Joe Green	___	Dan Lekas	___

**Trustees of Trust Funds – Vote for One
Three Year Term**

**Trustees of Leach Library – Vote for Three
Three Year Term**

John Velliquette	___	John Velliquette	___
Don Moskowitz	___	Bill Bringham	___
		Karen Goodman	___

ARTICLE NO. 2 [CHARTER COMMISSION]

Shall the municipality approve the charter amendments summarized below?

To adopt the official ballot budgetary town meeting, by amending various sections of the charter. A deliberative session of the budgetary town meeting, to debate, discuss and amend budgetary articles, will take place between the first and second Saturdays (inclusive) following the last Monday in January. All articles, as amended, will then be placed on the official ballot for vote on the second Tuesday in March. Bond articles will require a three-fifths majority for passage. In the event that the proposed operating budget fails, a default budget will control unless a special town meeting is held to consider a revised operating budget.

Yes

No

ARTICLE NO. 3 [BOND ISSUE FOR HIGHWAY RECONSTRUCTION]

To see if the Town will vote to raise and appropriate **ONE MILLION FORTY-EIGHT THOUSAND DOLLARS (\$ 1,048,000)** for the reconstruction of roads.

Said sum to be raised by the issuance of serial bonds or notes not to exceed **ONE MILLION DOLLARS (\$1,000,000)** under and in compliance with the provisions of the Municipal Finance Act (NH Revised Statutes Annotated Chapter 33) and to authorize the Town Council to issue and negotiate such bonds or notes, to determine the rate(s) of interest thereon and to take such other actions as may be necessary to effect the issuance, negotiation, sale and delivery of such bonds or notes as shall be in the best interest of the Town of Londonderry, and to authorize the Town Council to accept any funds from the State of New Hampshire, the Federal Government, and private sources, as may become available, and pass any vote relating thereto and **FORTY EIGHT THOUSAND DOLLARS (\$48,000)** for the first year's interest payment and bond issuance costs on said bond and to authorize the transfer of the June 30 fund balance in that amount for this purpose. (Ballot Vote – 60% approval required)

(If passed, this article will require the Town to raise \$0 in property taxes, resulting in a tax rate impact of \$0.00 in FY 12; \$140,000 in property taxes, resulting in a tax rate impact of \$0.04 in FY 13; and \$136,000 in property taxes, resulting in a tax rate impact of \$0.04 in FY14, based upon projected assessed values.)

This article is supported by:

Town Council - (Yes: 5-0-0) Budget Committee - (Yes: 7-0-0)

Yes

No

ARTICLE NO. 4 [EXPENDABLE MAINTENANCE TRUST FUND]

To see if the Town will vote to raise and appropriate the sum of **TWO HUNDRED THOUSAND DOLLARS (\$200,000)** to be placed in the Town's Maintenance Trust Fund created by the voters at the 2003 Town Meeting for the purpose of repairing and maintaining town facilities and to authorize the use of the June 30 Fund Balance in the amount of \$135,000 towards this appropriation.

(If passed, this article will require the Town to raise \$65,000 in property taxes, resulting in a tax rate impact of \$0.02 in FY 12 based upon projected assessed values.)

This article is supported by:

Town Council - (Yes 5-0-0) Budget Committee - (Yes 7-0-0)

Motion: _____

Second: _____

Presenting: Dave

Budget Committee: _____

The Expendable Maintenance Trust Fund is used to maintain town facilities, such as repairing HVAC, plumbing and electric systems in various town facilities; purchase of equipment for the Recreation Division, such as bleachers and lighting; replacing the roof on Leach Library; and improvements at the Highway Garage.

Due to recent economic conditions, Town Meeting in 2009 reduced this appropriation; FY12's request represents another phase of a multi-year plan to restore funding to appropriate levels:

CATEGORY	FY 11	FY 12	FY 13	FY 14	FY 15
<i>Expendable Mtn. Trust</i>	\$ 200,000.00	\$200,000.00	\$ 200,000.00	\$200,000.00	\$ 200,000.00
<i>UFB</i>	\$ 150,000.00	\$135,000.00	\$ 100,000.00	\$100,000.00	\$ 100,000.00
<i>Raised by Taxation</i>	\$ 50,000.00	\$ 65,000.00	\$ 100,000.00	\$100,000.00	\$ 100,000.00

ARTICLE NO. 5 *[FISCAL YEAR 2012 TOWN OPERATING BUDGET]*

To raise such sums of money and make appropriations of the same as may be necessary to defray Town charges, exclusive of warrant articles and increases resulting from collective bargaining agreements, for the ensuing fiscal year, July 1, 2011 through June 30, 2012.

(If passed, this article will require the Town to raise \$14,865, 919 in property taxes, resulting in a tax rate impact of \$4.48 in FY 12 based upon projected assessed values.)

This article is supported by:

Town Council - (\$25,727,911 - Yes: 5-0-0)

Budget Committee - (\$25,727,911 - Yes: 7-0-0)

Motion: _____

Second: _____

Presenting: Dave/Sue

Budget Committee: _____

Staff Resource: **Dave Caron, then to appropriate Department Heads**

Article 6 funds the operation of town government for the year beginning July 1, 2011, such as Public Safety, Public Works, Recreation, Tax Collection and Administration, Debt Service Payments, General Assistance, Planning and Economic Development

The FY11 Budget represents a \$255,000 decrease over the current budget; it is approximately \$1.1M less than what a default budget would be. As presented, the budget includes the elimination of five full-time positions, elimination of ten part-time positions and the reduction of three full-time positions to part-time. Estimated revenues have also decreased, with lower amounts anticipated for motor vehicle permit fees, interest on income and building permit fees.

ARTICLE NO. 6 [APPROPRIATE FUNDS TO CAPITAL RESERVE FUNDS TO REPLACE AMBULANCES, HIGHWAY HEAVY EQUIPMENT, FIRE TRUCKS AND HIGHWAY TRUCKS]

To see if the Town will vote to raise and appropriate the sums set forth below to be placed in capital reserve funds already established, and to authorize the use of the June 30 Fund Balance in the amount of \$125,000 towards this appropriation:

Ambulances	\$ 60,000
Highway Trucks	\$ 80,000
Highway Heavy Equipment	\$ 40,000
Fire Trucks	<u>\$ 145,000</u>
	\$ 325,000

(If passed, this article will require the Town to raise \$200,000.00 in property taxes, resulting in a tax rate impact of \$0.06 in FY 12 based upon projected assessed values.)

This article is supported by:

Town Council - (Yes: 5-0-0) Budget Committee - (Yes: 7-0-0)

Motion: _____

Second: _____

Presenting: _____

Budget Committee: _____

Staff Resource: Dave Caron, Chief MacCaffrie, Janusz Czyzowski

This appropriation allows the Town to plan for the replacement of its Highway and Fire Equipment without overburdening the tax rate in any one year. It also allows the Town to avoid issuing long-term debt to purchase vehicles. The Town maintains a schedule over an eight-year period to forecast future purchases. Generally, Highway Trucks are replaced every seven to ten years, ambulances every three and fire trucks every twelve years.

Similar to the Expendable Maintenance Trust (Article 4), recent economic conditions resulted in a reduced investment in 2009 and the use Undesignated Fund Balance to soften the tax rate impact; this year's request represents another phase of a multi-year plan to restore funding to appropriate levels.

CATEGORY	FY 11	FY 12	FY 13	FY 14	FY 15
<i>Capital Reserve Programs</i>	\$ 325,000.00	\$ 325,000.00	\$ 360,000.00	400,000.00	\$ 450,000.00
<i>UFB</i>	\$ 150,000.00	\$ 125,000.00	\$ 105,000.00	\$ 70,000.00	\$ 50,000.00
<i>Raised by Taxation</i>	\$ 175,000.00	\$ 200,000.00	\$ 255,000.00	\$330,000.00	\$ 400,000.00

ARTICLE NO. 7 [MASTER PLAN FUNDING]

To see if the Town will vote to raise and appropriate **FIFTY THOUSAND DOLLARS (\$50,000)** for the future updating of the Town Master Plan, to authorize the use of the June 30 Fund Balance for this purpose, and to place said funds in the Non-Capital Reserve Fund established for this purpose under Article 14 at the 2008 Town Meeting.

(If passed, this article will require the Town to raise \$0.00 in property taxes, resulting in a tax rate impact of \$0.00 in FY 12 based upon projected assessed values.)

This article is supported by:

Town Council - (Yes: 5-0-0) Budget Committee - (Yes: 7-0-0)

This appropriation will complete funding to update the Master Plan; the Planning Board is scheduled to begin the update this Spring. Town Meeting previously allocated \$100,000 to this project at the 2008 Town Meeting.

Motion: _____

Second: _____

Presenting: _____

Budget Committee: _____

Staff Resource: **Andre Garron**

ARTICLE NO. 8 [FUND SPECIAL REVENUE ACCOUNTS]

To see if the Town will vote to raise and appropriate the sums set forth below from the special revenue funds already established. Such appropriations shall be used for the purpose of covering Police Outside Details, Cable and Sewer Expenses, and shall be funded from various vendors and users of Police, Cable and Sewer Services. Any surplus in said funds shall not be deemed part of the General Fund accumulated surplus and shall be expended only after a vote by the legislative body to appropriate a specific amount from said funds for a specific purpose related to the purpose of the funds or source of revenue.

Sewer Division Fund	\$ 4,579,758
Cable Franchise Fee Fund	366,657
Police Outside Detail Fund	<u>465,315</u>
	\$ 5,411,730

(These services are funded through user fees and require no property tax support.)

This article is supported by:

Town Council - (Yes: 5-0-0) Budget Committee - (Yes: 7-0-0)

Motion: _____

Second: _____

Presenting: Dave Caron

Budget Committee: _____

Staff Resource: Sewer: Janusz; Cable: Dottie; Details: Captain Hart

This warrant article funds:

- 1) Municipal Sewer System which utilizes both the Derry and Manchester Treatment Plants; operating costs are funded by quarterly sewer charges paid by all users.*
- 2) Cable Access Center operations, funded by franchise fees paid by all cable subscribers.*
- 3) Police Outside Details, paid by those entities requesting this service; a fee is also charged for the use of police cruisers on detail assignment.*

ARTICLE NO. 9 - [RATIFY COLLECTIVE BARGAINING AGREEMENT BETWEEN IAFF Local 3160 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 International Association of Firefighters, (IAFF) Local 3160, which calls for the following appropriations for salaries and benefits over what was raised under any current agreements and policies for the employees of the Union:

<u>Year</u>	<u>Cost Increase From Prev. FY</u>	<u>Tax Increase From Prev. FY¹</u>	<u>Total Estimated Cumulative Cost</u>	<u>Average Rate Incr.</u>
FY 12	\$ 5,000.00	\$ 0.002	\$ 5,000.00	0.0%
FY 13	\$ 62,325.00	\$ 0.02	\$ 67,325.00	2.0%
FY 14	\$ 78,513.00	\$ 0.02	\$ 145,838.00	2.5%

and further, to raise and appropriate the sum of \$ **5,000.00** for the FY12 expenses (\$0.002 on the tax rate), 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. (IAAF Local 3160 represents 41 full time Fire Department employees.)

(If passed, this article will require the Town to raise an additional \$5,000.00 in property taxes, resulting in a tax rate increase of \$0.002 in FY 12 based upon projected assessed values.)

This article is supported by:

Town Council - (Yes: 5-0-0)

Budget Committee - (Yes: 7-0-0)

Motion: _____

Second: _____

Presenting: _____

Budget Committee: _____

Staff Resource: **Dave Caron, Chief MacCaffrie**

The proposed agreement covers a three year period, from July 1, 2011 through June 30, 2014. The parties have agreed to the following:

- *Cost of living adjustments at 0% in FY12, 2% in FY13 and 2.5% in FY14.*
- *The step system for new employees has been changed to provide a 2.5% increase between steps.*
- *Employees will continue to pay 20% of their health care premium costs.*
- *Employees have agreed to reduced sick leave accrual and sick leave payment upon separation*

**ARTICLE NO. 10 [AUTHORIZATION FOR SPECIAL
MEETING ON COST ITEMS]**

To see if the Town will vote, if Article 9 is defeated, to authorize the Town Council to call one special meeting, at its option, to address Article 9 cost items only.

(This article, if passed will have no tax impact.)

This article is supported by:

Town Council - (Yes: 5-0-0) Budget Committee - (Yes: 7-0-0)

Motion: _____

Second: _____

Presenting: _____

Budget Committee: _____

Staff Resource: Dave Caron

This Article would allow the Town Council to schedule a Special Town Meeting without having to seek Superior Court approval should voters reject the proposed Agreement with our Fire Department employees. Should Article 9 receive Town Meeting approval today, this article is unnecessary and does not need to be acted upon.

ARTICLE NO. 11 [FIRE-RESCUE PERSONAL PROTECTIVE CLOTHING]

Shall the voters of the Town of Londonderry vote to raise and appropriate the sum of \$20,000 to fund the replacement of **Personal Protective Clothing** for members of Londonderry Fire Rescue? If approved, the cost of running the program will become part of the annual operating budget in subsequent years. *(By petition)*

(If passed, this article will require the Town to raise \$20,000.00 in property taxes, resulting in a tax rate increase of \$0.01 in FY 12 based upon projected assessed values.)

This article is supported by:

Town Council - (Yes: 1-4-0) Budget Committee - (Yes: 1-6-0)

Motion: By Petitioners

Second: By Petitioners

Presenting: By Petitioners

Budget Committee: _____

Staff Resource: Chief MacCaffrie

The Department currently has 52 units of protective clothing which includes, coat, pants, boots, helmet, hood, gloves, suspenders, SCBA mask and regulator. The cost to outfit each firefighter is \$ 3,800.00 at the present. The service life is 8 years normal usage barring any damage. It is inspected each year by manufacturer's standards. For the last three years we have been replacing 6-7 sets that had reached the age limit and at least 4 that were replaced for not meeting standards around 5 year span. The plan has been in place to be able to cycle all the units over an 8 year period. The budget line item is 4531 Safety program services funded this year FY11 at \$40,000.00. \$20,000.00 of that was for the replacement of PPE and the other \$20,000.00 was for all the other safety equipment within the department. Next year FY12 we reduced that line item by \$20,000.00 for replacement PPE thinking we might be able to get by with one year since some of the newer firefighters are in a different cycle. That only puts a greater burden on years to come to catch up if funding were to be restored. Just like the CIP.

ARTICLE NO. 12 [CALL FIREFIGHTER PROGRAM]

Shall the voters of the Town of Londonderry vote to raise and appropriate the sum of \$20,000 to fund the salary and benefits and other program needs for the call fire-fighter program? If approved, the cost of running the program will become part of the annual operating budget in subsequent years. *(By petition)*

(If passed, this article will require the Town to raise \$20,000.00 in property taxes, resulting in a tax rate increase of \$0.01 in FY 12 based upon projected assessed values.)

This article is supported by:

Town Council - (Yes: 1-4-0) Budget Committee - (Yes: 2-5-0)

Motion: By Petitioners

Second: By Petitioners

Presenting: By Petitioners

Budget Committee: _____

Staff Resource: Chief MacCaffrie

TOWN COUNCIL MEETING
February 03, 2011

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

PRESENT: Town Council: Chairman Paul DiMarco: Vice Chairperson, Sean O’Keefe; Councilors: Mike Brown, John Farrell (8:00 PM), Tom Dolan; Town Manager Dave Caron; Assistant Town Manager – Finance & Administration Sue Hickey; Executive Assistant Margo Lapietro.

Budget Committee Members: Chairman Don Jorgensen; Vice Chair Todd Joncas; Secretary Richard Dillon; John Curran, Dan Lekas, Mark Oswald and Lisa Whittemore.

CALL TO ORDER

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

PUBLIC COMMENT

Pauline Caron, 369 Mammoth Road asked about the monies earmarked for the consolidation of the dispatch center which will not be in the FY12 budget. She said \$50K was put aside in the police budget as a place holder and she stated that that should be removed from the police budget. Town Manager Caron stated that those funds went back to the Londonderry Fire Department (LFD). P. Caron then informed Council that there was no draft meeting minutes of the Council meeting of 1/17 on the Town website. They are supposed to be produced in draft form five days after the meeting. Town Manager Caron stated the draft is available, it will be posted tomorrow morning on the website and the draft will be voted on at the Council meeting on 2/7/11. Chairman DiMarco reminded the public about Election Day on 3/8/11 and Town Meeting on 3/12/11. The polls will open up at 7:00 AM in the Londonderry High School Cafeteria. The meeting on Saturday, 3/12 will open up at 8:15 for the meeting that will begin at 9:00 AM.

Chairman DiMarco also cautioned people to use caution at intersections because of the plowed snow heights. He also congratulated the Department of Public Works for a great job cleaning up after several snow storms.

NEW BUSINESS

Collective Bargaining Agreement – IAFF Local 3160 - Town Manager Caron recommends that Council approve this contract so it can be placed on the Town Meeting Warrant. He proceeded to list major changes to the contract:

1. Cost of living adjustments (COLA) will be 0%, 2% and 2.5% for FY12-14 respectively
2. Step System, has been expanded to accommodate 2.5% between steps; the minimum and maximum salaries for each grade for FY12 are unchanged.

3. The prior step system expires 2011, the new step system will be implemented in FY12 by placing eligible employees on the new step higher than current wage, and then one additional step (Funds are available in the FY12 Fire Department budget for this transition).
4. Sick leave accrual payout upon separation has been reduced to a maximum of 252 hours, which is consistent with the method by which the Town compensates its police officers.
5. Sick leave accrual has been adjusted to 700 hours for existing and 500 hours for new employees, which is consistent with the method by which the Town compensates its police officers.
6. The maximum insurance payback will decrease to \$2,500 by FY14, which is consistent with the method by which the Town compensates its police officers.
7. The Town will offer a tuition reimbursement plan funded at \$5,000 per year; similar plans are offered to all other bargaining units.

Councilor Dolan made the comment that over the past years the Council has worked with the unions. He stated that there are dramatic changes in this contract and he congratulated the negotiating team, staff and the firefighters for making these changes. He went on to explain the insurance buyout has been reduced by 41%, sick leave accrual has been reduced upon separation by 37%, sick leave accrual for existing employees has been reduced by 42% and 58% for new employees. The Councilors in attendance all extended their thanks to the negotiating team, staff and the firefighters, and to the police officers for agreeing with these reform measures last year in their agreement. Councilor O'Keefe agreed with Councilor Dolan that this contract is a big change compared to prior contracts. They took a freeze for the first year of the contract, it is a step in the right direction, and he stated that he will endorse it. He thanked the Town Manager and the negotiating team. Councilor Brown said the reduction of the COLA to 0% for the first year is very significant. The reduction in sick leave accrual pay out upon separation is a continuation of what the Londonderry Police Department did the year before. He thanked the fire department for agreeing with it. He asked what impact this will have on our flat tax rate goal. Town Manager Caron said it is still level funded. Councilor Brown said it is appreciated and he will support it. Chairman DiMarco stated he will also support it and proceeded to pointed out some typo errors in the warrant. **Councilor Dolan made a motion to support, second Councilor O'Keefe. Council's vote was 4-0-0.** (Councilor Farrell not in attendance).

PUBLIC HEARING

Councilor O'Keefe made a motion to open the public hearing, second by Councilor Brown. Council's vote was 4-0-0.

FY12 Town Budget & Warrant - Town Manager Caron explained that the Town has received citizen petitions for two issues and they are included in the warrant as Articles 11 & 12. There are no other changes to the budget. Changes agreed to at the last budget meeting and they concern Article 5 which increased the Recreation Budget by \$8,075.00; restored the dispatch services back to the Londonderry Fire Department (LFD) resulting in a significant transfer from the Londonderry Police Department (LPD) to the LFD. During that meeting it was suggested keeping the idea of the consolidation of dispatch either internally or externally as a priority. To meet the Council directive the highway division maintenance budget was reduced by \$84, 818. The operating budget still remains at \$25,727,911.

96 The Council did take preliminary votes on a number of the articles, and he stated that once
97 Council receives public input they are free to adjust their recommendations however, they are
98 not required to take a re-vote on those issues if they have previously voted.
99

100 #3 Bond Issue for Highway Reconstruction – Budget Member Todd Joncas commented that we
101 are taking advantage of low rates and he supports the Article. No comments were offered by the
102 public. **Budget Member Lisa Whittemore made a motion to support this Article, second by**
103 **Mark Oswald. Budget Committee’s vote was 7-0-0.**
104

105 #4 Expendable Maintenance Trust Fund - Chairman Don Jorgenson said the Budget Committee
106 supported this Article. No comments were offered by the public. **Budget Member Mark**
107 **Oswald made a motion to support this Article, second by Lisa Whittemore. Budget**
108 **Committee’s vote was 7-0-0.**
109

110 #5 Fiscal Year 2012 Town Operating Budget. Councilor Brown asked about the town’s tax rate
111 versus the tax bill. It was reported earlier this week that the Rockingham County budget is going
112 up 5%, will this affect the Council’s goal of a flat tax rate. Councilor Brown said that the Town
113 Manager responded no because that is a separate portion of the total town tax rate and the tax
114 bill. Town Manager Caron explained the tax bill is comprised of 4 major areas: 1) the town
115 portion which the council is responsible for and upon which Town Meeting votes, 2) the school
116 district budget, 3) state education tax, 4) county tax bill. The Council presents the town portion
117 for approval. Councilor Brown said a portion of the taxpayers’ total tax rate will go up and their
118 tax bill will go up because of that. Town Manager Caron responded in the affirmative. Budget
119 Member Mark Oswald asked why the Council is reducing \$20K from the firefighter’s budget for
120 clothing & protective gear. The contract for the IAFF requires the town to provide protective
121 gear for the firefighters. Town Manager Caron referred to Article 11. He explained that the Fire
122 Chief submitted a memo explaining that currently the department has 52 sets of protective
123 clothing and he proceeded to list each item. The cost to outfit each firefighter is \$3,800 at the
124 present. The service life is 8 years normal usage barring any damage. They are inspected each
125 year by manufacture’s standards. For the last 3 years the department has been replacing 6-7 sets
126 that have reached the age limit, at least four were replaced for not meeting standards. The plan
127 has been in place to enable the cycle of all the units over an 8 year period. This is currently
128 being funded in the budget at \$40K, \$20K of that is for the replacement of the personal
129 protective equipment. The other \$20K is for all other safety equipment within the department.
130 For the FY12 budget the Chief has reduced the line item by \$20K for replacement clothing
131 thinking he might get by with one year. Some of the new firefighters are in a different cycle;
132 however it does put a greater burden on years to come to catch up if funding is not restored.
133 Councilor O’Keefe asked if anybody is being put at risk without the replacements. Chief
134 MacCaffrie responded they have been buying enough to keep it at the cycle, it will affect year 7.
135 He explained 1 or 2 will be replaced out of the other \$20K that they are keeping for upkeep.
136 Councilor Brown asked the Town Manager if the contract is approved there is a requirement in
137 the contract to keep safety equipment up to date. Town Manager Caron responded there is a
138 contractual obligation in the agreement and we will honor that agreement. Budget member John
139 Curran asked if the numbers in the budget include the reversion for the dispatch center, back to
140 the LFD, the Town Manager responded it does. Ken Gaduddi, 26 South Rd. said the Building
141 Department’s budget numbers are going up, he asked why. The Town Manager explained that
142 budget includes a transfer of an inspector position from the LFD to the Building Department.
143 Currently there is a fire marshal and fire inspector position in the LFD. Currently the proposal is
144 to eliminate the fire marshal and move the fire inspector into the Building Department. Brian

145 Johnson, 10 Loop Rd, the Acting Fire Marshall for Londonderry asked who is going to do the
146 fire marshal duties once the position is eliminated. Town Manager Caron responded the LFD
147 chief and he are discussing the allocation of duties under the new structure, plans have not been
148 finalized. Brian Johnson said he is currently doing two jobs due to the elimination of one
149 position. He has said the Chief said he will come up with the same dollar amount of the savings
150 that would be obtained by moving the position to the building department without losing
151 services. He asked if there was a reason why that was not being looked at. Town Manager
152 Caron responded that the Chief and he are reviewing the different allocations of duties and that is
153 an ongoing discussion. Ken Gaduddi, 26 South Road asked why we would create a new position
154 when we have someone who is qualified. The Town Manager responded we are transferring a
155 position from LFD to the Building Department, and not creating a new position. We have some
156 duplication of services between building services and fire inspector. We are trying to eliminate
157 those areas of duplicity. We will train existing personnel to new duties. Ken Gaduddi requested
158 that the person sent out for the inspection be fully qualified for the job.

159
160 Councilor Brown clarified that the general assistance line restored \$13K to the budget, the Town
161 Manager responded yes. **Budget member Lisa Whittemore made a motion to support this**
162 **article as presented, second by Dan Lekas.** Budget member Mark Oswald asked if we have
163 revisited any agreements from the Bargaining Units for furloughs and wage freezes for an
164 estimated savings of \$5K. Town Manager Caron stated he received initial responses; they have
165 not changed their positions. Budget member J. Curran pointed out that the motion should be to
166 take it to a vote rather than take a particular position on the motion. **The motion was to support**
167 **the article rather than a motion to vote on the article. Budget Committee member Lisa**
168 **Whittemore accepted the amendment, second by Dan Lekas. The Budget Committee's vote**
169 **to support the Article as amended was 7-0-0.**

170
171 #6 Appropriate Funds to Capital Reserve Funds to Replace Ambulances, Highway Heavy
172 Equipment, Fire Trucks and Highway Trucks - Councilor O'Keefe said it makes sense to keep
173 budgeting for this. Budget member John Curran asked if the taxpayers know that amount is
174 designated for specific equipment, it is not put into an account in case we need it, these items are
175 needed in the next budget cycle. The Town Manager explained that the departments schedule
176 out to 8 years for planned equipment replacement. Councilor Dolan asked if the 5 year trend
177 listed with tonight's information will be listed on the Warrant. Town Manager Caron responded
178 the Warrant will not list it but it will be listed on the PowerPoint presentation at Town Meeting.
179 No comments were offered by the public. **Budget Committee member Mark Oswald made a**
180 **motion to support this article, second by Todd Joncas. Budget Committee's vote to support**
181 **the Article was 7-0-0.**

182
183 #7 Master Plan Funding - Pauline Caron, 369 Mammoth Rd. asked when the Master Plan went
184 into effect. Andre Garron, the Economic Development Director responded in 2004. Pauline
185 Caron asked if it is coming out of the Undesignated Fund Balance, Chairman DiMarco
186 responded yes. Pauline Caron suggested holding off one more year so it is a 10 year plan. She
187 said it does not apply to Woodmont because the PUD was passed last year. Councilor Dolan
188 explained the original Master Plan was done in 2004 and it was a 7 year plan, to do it in 2012
189 would stretch it to an 8 year plan. Andre Garron explained that in 2004 it was a strategic plan
190 not a comprehensive plan like they are proposing. Pauline Garron asked if he had anyone in his
191 department that would have the expertise to do a Master Plan? Andre Garron explained it is a
192 very time consuming job, involving a lot of time and effort. It would interfere with the day-to-
193 day responsibilities; we do not have the staff to complete the project inhouse. Councilor Brown

194 asked the Town Manager to explain if we don't spend the \$50K would we raise the taxes, Town
195 Manager Caron responded no, the amount would simply remain in fund balance. **Budget**
196 **Committee member Lisa Whittemore made a motion to support this Article, second by Dan**
197 **Lekas. Budget Committee's vote was 7-0-0.**
198

199 #8 Fund Special Revenue Accounts – Councilor O'Keefe verified that the cable franchise fee
200 includes the position that we are going to keep. Town Manager Caron confirmed that it does
201 include the position for the Training Coordinator. No comments were offered by the public.
202 **Budget member John Curran made a motion to support the Article, second by Dan Lekas.**
203 **Budget Committee's vote was 7-0-0.**
204

205 #9 Ratify Collective Bargaining Agreements Between IAFF Local 3160 and the Town of
206 Londonderry – Budget Chairman Don Jorgenson said “kudos” to the entire negotiation team on
207 both sides and to the rank and file for supporting this contract and he said he supports it as well.
208 Budget member Todd Joncas stated it is a reasonable agreement and he supports it. Pauline
209 Caron, 369 Mammoth Rd. asked if it comes under the “Evergreen Act.” Town Manager Caron
210 responded yes, all contracts do, however cost of living adjustments do not. Pauline Caron asked
211 if the “Evergreen Act” is repealed should the contracts reflect that? The Town Manager
212 responded no, per longstanding practice the Evergreen Act has no impact on collective
213 bargaining agreements in town. Pauline Caron said there won't be a flat tax rate next year; the
214 firefighters will be getting 4%, higher than some people. She spoke about the longevity clause,
215 saying that people don't get a raise when they retire. (Councilor Farrell arrived at this point in
216 the meeting). Budget member Todd Joncas said the increases are gradual. Pauline Caron said
217 with COLA and merits it amounts to 2 raises. Councilor Brown asked about the “125” rule.
218 Town Manager Caron responded this contract will not be subject to it, and it is expected to be
219 repealed this year. **Councilor Brown made a motion to support this Article, second by**
220 **Councilor O'Keefe.** The consensus of the Councilors was that they would support this article
221 and commended everyone involved in the negotiation process. **Council's vote was 5-0-0.**
222 **Budget member Mark Oswald made a motion to support the Article, second by John**
223 **Curran. Budget Committee's vote was 7-0-0.**
224

225 #10 Authorization for Special Meeting on Cost Items – **Councilor Dolan made a motion to**
226 **move Article 10 to the Warrant, second by Councilor O'Keefe. Council's vote was 5-0-0**
227 Councilor Brown explained if this does not pass at Town Meeting we would have to have a
228 special meeting. Town Manager Caron explained it avoids the expense of petitioning Superior
229 Court for permission to hold a Special Town Meeting. **Budget member Dan Lekas made a**
230 **motion to support the Article, second by Todd Joncas. Budget Committee's vote was 7-0-0.**
231

232 The Town Manager pointed out that Articles 11 & 12 are petitions they have to appear on the
233 warrant.
234

235 #11 – Fire-Rescue Personal Protective Clothing - Councilor Dolan explained that in the past
236 petitions have not been worded correctly and he asked the Town Manager if these were correct.
237 Town Manager Caron responded both petitions were reviewed by Counsel and are worded
238 correctly. The last sentence that refers to “subsequent years” was added by Counsel. Budget
239 member John Curran clarified that that line item was for \$40K, it was reduced by \$20K for one
240 year only. He asked if this petition is to restore it, Town Manager Caron responded yes.
241 Councilor Brown stated that the \$20K left in the line item can be used for emergency repairs per
242 the Fire Chief. Councilor O'Keefe explained there is money in the line item, we are only taking

243 a one year sabbatical with the reduction, we have the money in there to cover for emergencies so
244 we are fine. Budget Member John Curran asked if the Collective Bargaining Unit for IAFF
245 Local 3160 contract is approved is their \$20K in it. The Town Manager explained there is no
246 monetary amount in the contract just that we are contracted to provide a certain amount of
247 clothing/equipment. Budget member Richard Dillon asked about the life expectancy of the
248 equipment. Chief MacCaffrie explained that currently they have 52 units of primary clothing
249 and each firefighter has a second set to replace the primary gear. He explained they have been
250 trying to keep ahead every year and cycle the units over an 8 year period. Budget member
251 Richard Dillon asked about the equipment for the Call Firefighters; what will happen with the
252 Call Firefighters uniforms when the unit is disbanded. Chief MacCaffrie responded they are
253 custom fitted for safety but they will keep them as spares and used if possible. Budget member
254 Don Jorgenson said there is money built into the budget for emergencies and he would feel
255 comfortable that the budget would be able to handle this with the cut of \$20K. Budget Member
256 Mark Oswald questioned that currently there is no one who has protective gear that exceeds the 8
257 yr cycle. Chief MacCaffrie responded that currently right now there isn't and if somebody is
258 getting to the 8th year they will replace it. M. Oswald explained that the information he
259 distributed tonight to Council and Budget members was obtained from the National Fire
260 Protection Association and from FEMA. Councilor Farrell asked the Chief if gear happens to get
261 severely damaged and it costs more than \$20K can he ensure that no one is going out with bad
262 gear. Chief MacCaffrie responded safety is primary; they will spend whatever they need and
263 obtain the money from other sources if they don't have it. Councilor Farrell stated that safety is
264 paramount. Chris Melcher, 4 Bancroft Rd. asked the Town Manager if the voters pass these
265 articles does the money have to be spent for the exact item listed in the warrant or can it be spent
266 somewhere else at the discretion of the Town Manager. Town Manager Caron responded the
267 money has to be expended for that exact purpose under a special warrant article. **Councilor
268 Dolan made a motion to support the Article, second by Councilor Farrell. Council's vote
269 was 1-4-0. Budget Committee member Todd Joncas made a motion to support the Article,
270 second by John Curran. Budget Committee's vote was 1-6-0.**

271
272 #12 - Councilor Dolan stated that if this article fails at Town Meeting and it resorts to a volunteer
273 force they will be covered for workers compensation and for liability insurance. Councilor
274 Brown stated we are removing the funding but they could choose to continue by being volunteers
275 and receive workers compensation and liability. It is the removal of funding versus disbanding.
276 There is nothing in NH law to restrict this force from continuing as a volunteer force, several
277 communities do that. Budget member Mark Oswald asked if we have run the numbers for the
278 increased cost of overtime to cover for the lack of on call firefighters. Chief MacCaffrie
279 responded we have 9 on the roster, 7 are active. He said it is hard to estimate if overtime will
280 increase or not increase. On the average at best it might be a \$5K difference. Budget member
281 Richard Dillon asked if the call firefighters fill in for vacations or sick time. Chief MacCaffrie
282 replied they come to an active scene they do not fill in for regular shifts. Jeannine Curro, 103
283 High Range Road said when a call firefighter does cover for an event they make \$11.50/hr. She
284 said they are completely trained. They also do the child passenger safety program and she
285 expressed concern that the monies for the maintenance/registration of vehicles associated with
286 the program would be discontinued. Chairman DiMarco asked if that is a separate line item in
287 the budget or is it included in a different item. Town Manager Caron stated that each department
288 covers those expenses from one of their line items. The Chief said the call firefighter's budget is
289 broken down into one lump sum that includes protective equipment, training monies; they get
290 compensated for doing the safety seat program. The maintenance budget covers maintenance of
291 the vehicle. Jeannine Curro stated that there is no line item for the car seat program. She said

292 the program is self-sufficient through grants and donations. She said they want clarification that
293 the program will still be able to be run if the warrant article is not passed. Ken Gaudidi, 26
294 South Rd. asked if we use the volunteer help will it reduce the use of the Derry mutual aid. Chief
295 MacCaffrie responded the use of the call firefighters does not affect mutual aid. They are
296 supplemental. Ken Gaudidi asked how much does the equipment cost. The Chief listed all the
297 equipment, and responded that it costs \$3,800 to outfit one person. Ken Gaudidi brought up the
298 possibility of firefighters buying their own equipment. **Councilor O’Keefe made a motion to**
299 **support the Article, second by Councilor Dolan. Council’s vote was 1-4-0. Budget member**
300 **John Curran made a motion to support the Article, second by Lisa Whittemore. Budget**
301 **Committee’s vote was 2-5-0.**
302

303 Councilor Farrell apologized for being late but asked for clarification on #5 from the Town
304 Manager. He asked what was the decision regarding moving the fire inspector to the Building
305 Department. Town Manager Caron responded the budget still calls for the transfer; the Chief
306 and he are having ongoing discussion regarding the best method of meeting those responsibilities
307 and avoid duplication of efforts. Currently in the budget it calls for the transfer of the fire
308 inspector to the Building Department. Councilor Farrell responded that he and the Chief might
309 make a different decision and leave the fire inspector in the fire department, the Town Manager
310 responded that is a possibility.
311

312 **Councilor Farrell made a motion to close the Public Hearing, second by Councilor**
313 **O’Keefe. Council’s vote was 5-0-0.**
314

315 Councilor Dolan asked LPD Chief Hart if he could make a presentation at some future Council
316 meeting to educate the public on how to protect themselves from the risk of a home invasion.
317 This would provide a public service to educate the public. It was decided to do this at either the
318 2/7 or 2/14 meetings.
319

320 **Councilor O’Keefe made a motion to adjourn at 8:45 P.M. second, Councilor Farrell.**
321 **Council’s vote was 5-0-0.**
322

324 **Notes and Tapes by:** Margo Lapietro **Date:** 02/03/11

326 **Minutes Typed by:** Margo Lapietro **Date:** 02/10/11

328 **Approved;** Town Council **Date:** 02/ /11

TOWN COUNCIL MEETING
February 07, 2011

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

PRESENT: Town Council: Chairman Paul DiMarco; Councilors: Mike Brown, John Farrell, Tom Dolan; Town Manager Dave Caron; Assistant Town Manager – Finance & Administration Sue Hickey; Executive Assistant Margo Lapietro. Absent: Vice Chairman Sean O’Keefe.

CALL TO ORDER

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

PUBLIC COMMENT

Keegan Smith on behalf of Londonderry High School - Keegan Smith, a student at Londonderry high School informed the Council that three students who parked their vehicles at the LAFA Recreation Field had their cars broken into on 1/4/11. One friend had \$2K worth of damage to his car. The other two students had a total of \$500.00 damages. He explained he is a journalist at Londonderry High School and interviewed the kids who reported the crime to the Londonderry Police Department who eventually found the alleged person involved. Officer Coyle said the best thing they could have to prevent theft occurrences would be to have surveillance cameras at the fields. He said he knows the budget is tight but it would be a good idea. He offered to conduct fundraisers to obtain the money. Chairman DiMarco stated that Keegan had sent him an e-mail regarding this problem and he had suggested that he appear before the Council to discuss. Councilor Farrell questioned if we want to look into it and try to help him raise the money to give him an idea on the price of the equipment. Councilor Dolan thanked him for bringing this to the attention of Council. Councilor Dolan said the first step is to ask the Town Manager to look into it; ask the police department how much it would cost so he would have an idea of how much he would need for fundraising. The second step is to continue the dialogue with the Town Manager and with the police department. The consensus was to have the Town Manager review. Chairman DiMarco cautioned the public to lock their doors and not keep valuables out in the open.

Andre Garron - Economic Development Update. Community Development Director, Andre Garron was in attendance accompanied by Greg Bartlett the General Manager of Vulcan Flex who recently relocated to Londonderry. The new facility opened up on 10/26/10. He explained why they chose to relocate to Londonderry and how things have been going. He explained they chose to relocate to Londonderry because the previous facility in Hudson was very old. Londonderry had a good reputation which was viewed as an advantage in their competitive world; the proximity to the Airport and the amenities surrounding the Airport also factored into their decision. Things have gone well their final inspections were completed with no findings, they did receive some suggestions for improvements. He said it was good that their people were establishing a good working relationship with the employees of the town. He explained that they manufacture circuit boards that go into the nose cone of a mortar shell; it is a guidance system

48 not mortar. Councilor Dolan welcomed him and asked how many employees they have; Greg
49 Bartlett responded 48-49. They are doing about \$9.5M dollars; the hiring is tied directly to their
50 business outlook. Councilor Dolan asked where most of their employees live do. He responded
51 Manchester, Raymond and Nashua; it is equally split between Manchester and Nashua.
52 Councilor Dolan asked if there was anything in the initial process that we as a town government
53 could have done better to make the transition easier. Greg Bartlett responded the transition went
54 extremely well and he has not heard of any criticisms or complaints. Looking forward the only
55 thing that might improve their business outlook is handling water. Access fees for water coming
56 in and how they handle the discharge of water. They have a state-of-the-art waste treatment
57 system and microfiltration system that handles it so they are compliant with what goes out. They
58 spent about a \$1M last year on water within a revenue stream of \$9.5M; 10% of their costs were
59 related to water fees. Councilor Brown asked was he looking at any other areas in addition to
60 Londonderry. He responded he had not heard of any other, the availability of the building made
61 it easy. Councilor Brown said he would like to keep the dialogue open between him, the Town
62 Manager and Andre Garron. Greg Bartlett responded he absolutely would keep the lines open.
63 Councilor Farrell said Vulcan Flex came before the Planning Board in 2009, and everything just
64 clicked, the right place, the right time and it was a good facility.
65

66 NEW BUSINESS

67
68 **Ordinance #2011-01 – Relative to Amendments to the Zoning Ordinance & Map Relating**
69 **to Rezoning Map 15, Lots 22 & 124, Rockingham Road** Councilor Dolan made a motion to
70 **accept the Ordinance with the second public hearing on 3/2/11, second by Councilor**
71 **Brown. Council’s vote was 4-0-0.**
72

73 **Order #2010-02 - Relative to the Expenditure of Maintenance Trust Funds for Various**
74 **Projects** – Councilor Farrell and made a motion to adopt, second by Councilor Dolan.
75 Councilor Brown questioned if the snow removal listed in the Order was for the previous snow
76 removal from the Senior Center, it does not include this week’s removal. Town Manager Caron
77 responded this week’s snow removal at the Senior Center is not included in this Order.
78 **Council’s vote was 4-0-0.**
79

80 **2011 Town Meeting Warrant Signing** – Council signed the Warrant this evening.
81

82 APPROVAL OF MINUTES

83
84
85 **Councilor Brown made a motion to approve the Public Meeting Minutes of 01/17/11,**
86 **second by Councilor Dolan. Council’s vote was 4-0-0.**
87

88 Councilor Dolan said at the last Council meeting a resident stated that the meeting minutes were
89 not posted on the Town website and it was presented in almost a way that we were not in
90 compliance with state law. He said we should review for the public the requirements of 91-A for
91 posting minutes. There are no requirements in the law to post minutes to any website. Town
92 Manager Caron stated they have to be available 5 days after the meeting which they are.
93 Councilor Dolan said when it says they have to be available someone can go to Town Hall to the
94 Manager’s Office and look at them even though they are in draft form. It doesn’t necessarily
95 mean they have to be posted on the Town website; that is just a courtesy. We are in full
96 compliance with state law, the minutes are always available. Councilor Brown said the law is

97 clear that they have to be available for inspection. The Council did talk about this before and
98 they try to have it available on the website. There is no broken law if they are not on the
99 website.

100
101 **OTHER BUSINESS**
102

103 **Liaison Reports** – Councilor Farrell stated the Planning Board and Elder Affairs meetings were
104 cancelled due to snow storms. He did not attend the School Board Meeting.

105
106 Chairman DiMarco said he did not make it to the Library Trustees meeting due to the storm. He
107 was also unable to attend the Manchester Airport Authority meeting.

108
109 Councilor Dolan asked the Town Manager if there were any structural concerns about the roof at
110 the Senior Center. He responded they hired a contractor to remove the snow. The building
111 inspector approved the building to reopen; they will be monitoring the roof load for the rest of
112 the year. The building inspector has some ideas to improve the load bearing capacity. We have
113 not had any other structural issues with our other buildings. Chairman DiMarco questioned if the
114 Fire Department handles snow removal in the shared parking lot. Town Manager Caron
115 responded they do maintain it now but we will have to re-schedule it when they move to their
116 new fire station.

117
118 Councilor Brown said the Council Meeting held last Thursday conflicted with the Solid Waste
119 Meeting so he did not make that. The anti-littering committee is kicking off on 2/23 which he
120 will attend.

121
122 Councilor Farrell said the Planning Board is meeting this Wednesday but they are not hearing
123 any conceptual discussions from Woodmont Orchards; that has been moved out to 3/9/11. Art
124 Rugg, Planning Board Chairman said this Wednesday the meeting will be long so they decided
125 to move the Woodmont Orchards plan so they can spend more time on it. He said the building at
126 the Woodmont Orchards is open on Pillsbury Rd. Thursday evenings from 7-9 PM, and
127 Saturdays from 9-11AM. It is a good opportunity for people to go in and look at maps, etc.
128 Councilor Dolan asked Art Rugg if more questions are generated are the developers more open
129 to answer them. He responded some answers will be answered as the process continues.
130 Councilor Dolan asked Art Rugg if we are competent and equipped to handle some of the issues
131 coming up. Art Rugg said he has spoken to staff and told them to ask for more help if they need
132 it. Councilor Dolan stated that we should continue to assess our level of competence and
133 expertise as an ongoing process. Councilor Farrell stated that we have well in excess of 100
134 hours invested in this; he explained the process that staff has gone through. Councilor Dolan
135 said managing continuity will be a key element in the 20 year development plan. Community
136 Development Director, Andre Garron said the level of competency for the PUD from the
137 planning aspect is not complicated. The Master Plan is complex and the objective end design of
138 the proposed development has to fit Londonderry. Councilor Dolan said this is the largest
139 development taken within the state, we should continue to self-assess as we progress. This and
140 the airport development offer us a large opportunity. We should use all resources that are
141 available to us and strive to keep the communication lines open. Andre Garron said they are
142 now starting to build the Master Plan for Woodmont Orchards.

144 **Town Manager Report –** Town Manager Caron said the next Council meeting is 2/14/11.
145 State Representative Stella Tremblay has agreed to accept the opening as the legislative
146 representative on the Open Space Taskforce.

147
148 **Board/Committee Appointments/Reappointments –**

149
150 None

151
152 **ADJOURNMENT**

153
154 **Councilor Farrell made a motion to adjourn at 7:50 P.M., second, Councilor Dolan.**
155 **Council's vote was 4-0-0.**

156
157 **Notes and Tapes by:** **Margo Lapietro** **Date: 02/07/11**

158
159 **Minutes Typed by:** **Margo Lapietro** **Date: 02/11/11**

160
161 **Approved;** **Town Council** **Date: 02/ /11**

DRAFT

