

**TOWN COUNCIL AGENDA**  
**March 28, 2022**  
**Moose Hill Council Chambers**  
**7:00 P.M.**

- A. **CALL TO ORDER**
- B. **PUBLIC COMMENT**
- C. **PUBLIC HEARING**
  - 1.) **Ordinance #2022-01** – An Organizational Amendment to the Londonderry Zoning Ordinance  
**Presented by Colleen Mailloux**
  - 2.) **Ordinance #2022-02** – An Amendment to the Zoning Ordinance Relative to Portable Storage  
**Presented by Colleen Mailloux**
- D. **NEW BUSINESS**
  - 1.) **Town Council Liaison Assignments**
  - 2.) **Russian Sister City Discussion** – Whether to suspend or revoke May 6, 1991 agreement with Vologda, USSR in view of Russian invasion of Ukraine  
**Presented by Mike Malaguti**
  - 3.) **Order #2022-03** – An Order Relative to the Expenditure of Maintenance Trust Fund for Various Projects  
**Presented by Dave Wholley**
  - 4.) **Order #2022-04** - An Order Relative to the Expenditure of Maintenance Trust Fund for Various Projects  
**Presented by Dave Wholley**
  - 5.) **Order #2022-05** – An Order Relative to the Expenditure of Reclamation Trust Funds  
**Presented by John Trottier**
  - 6.) **School District Lease and Landscaping at Town Hall Discussion**  
**Presented by Mike Malaguti**
- E. **OLD BUSINESS**
- F. **APPROVAL OF MINUTES**

**Approval of March 14, 2022 Town Council Minutes**

**G. APPOINTMENTS/REAPPOINTMENTS**

**H. OTHER BUSINESS**

1. Liaison Reports
2. Town Manager Report
3. Assistant Town Manager Report

**I. ADJOURNMENT**

**J. MEETING SCHEDULE**

- A. Town Council Meeting **04/11/2022**  
Moose Hill Council Chambers, 7:00 PM
- B. Town Council Meeting **04/25/2022**  
Moose Hill Council Chambers, 7:00 PM

**TOWN OF LONDONDERRY  
TOWN COUNCIL**

The Londonderry Town Council will conduct a second reading and public hearing on Monday, March 28, 2022 at 7:00 p.m. in the Moose Hill Council Chambers, 268B Mammoth Road, Londonderry, NH to consider the following:

Proposed Zoning Ordinance Amendments – Recommended by the Planning Board.

Ordinance 2022-01 – An organizational amendment to the Londonderry Zoning Ordinance. Proposed changes to the Londonderry Zoning Ordinance to correct section references, scrivener's errors and organizational updates.

Ordinance 2022-02 – An amendment to the Londonderry Zoning Ordinance relative to portable storage. Proposed changes to the Londonderry Zoning Ordinance, Section 5.15.1 Portable Storage Structures in the AR-1 District as it relates to establishing that the ZBA has the authority to regulate the length of time that such structures may be permitted by Special Exception.

The full text of the proposed amendments can be viewed online or during business hours in the Planning & Economic Development Department and the Town Clerk's Office.

Introduced: 2/22/22  
Public Hearing: 03/28/22  
Adopted: 03/28/22

**ORDINANCE 2022-01**  
***AN ORGANIZATIONAL AMENDMENT TO THE***  
***LONDONDERRY ZONING ORDINANCE***

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***WHEREAS*** Town Staff have identified typographical and scriveners' errors and incorrect Section and Table references; and

***WHEREAS*** Staff have proposed non-substantive amendments to correct the identified errors; and

***WHEREAS*** the Planning Board has voted to recommend Town Council adoption of the proposed amendment;

***NOW THEREFORE BE IT ORDAINED*** by the Town Council of the Town of Londonderry that the Zoning Ordinance shall be amended as posted.

To become effective upon passage of this Ordinance.

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John Farrell, Chairman  
Londonderry Town Council

***A TRUE COPY ATTEST:***

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***Sherry Farrell - Town Clerk***  
03/28/22

***Town Seal***





## 4 USE AND DIMENSIONAL REGULATIONS

### 4.1 District Uses

Subject to other applicable sections and all other local, state and federal laws, rules and regulations, no building, structure or land may be used or occupied except for the purposes permitted in the base district in which the use is located as set forth in the Table of Uses.

#### 4.1.1 Designation of Permitted Uses

Permitted uses in the base districts are designated in the Table 4-1 , Table of Uses by the following:

- Uses Permitted by Right - A use denoted by the letter "P" is permitted by right in the district
- Uses Permitted by Special Exception - A use denoted by the letter "S" is a use that may be authorized by Special Exception in that district. The Zoning Board of Adjustment may grant a Special Exception in accordance with the procedures and conditions set forth in [Section 8.5](#) [Section 8.1.5](#), Special Exceptions.
- Uses Permitted by Conditional Use Permit - A use denoted by the letter "C" is a use that may be authorized by a Conditional Use Permit in that district. The Planning Board may grant a Conditional Use Permit in accordance with the procedures and conditions set forth in [Section 6](#), Conditional Use Permits.

#### 4.1.2 Use Table

Table 4-1 Londonderry Zoning Ordinance Use Table P = Permitted Use C = Requires Conditional Use Permit S = Requires Special Exception														
	AR-1	R-III	C-I	C-II	C-III	C-IV	MUC	IND-I	IND-II	GB	PUD	AD	POD - 102 <sup>1</sup>	POD - 28 <sup>1</sup>
<b>RESIDENTIAL AND AGRICULTURAL</b>														
Agriculture	P	P									P <sup>3</sup>			
Assisted Living Facilities	C	P	P	P	P		P				P <sup>3</sup>		P	P
Back Lot Development	C										P <sup>3</sup>			See specific district regs.
Dwelling, multi-family		P	C <sup>3</sup>	C <sup>3</sup>	C <sup>3</sup>	C <sup>3</sup>	C <sup>3</sup>				P <sup>3</sup>		C <sup>3</sup>	C <sup>3</sup>
Dwelling, multi-family workforce	C <sup>3,6,7</sup>	C <sup>3</sup>	C <sup>3</sup>	C <sup>3</sup>	C <sup>3</sup>	C <sup>3</sup>	C <sup>3</sup>				P <sup>3</sup>		C <sup>3</sup>	C <sup>3</sup>
Small workforce housing development	C <sup>3</sup>													
Dwelling, single family	P	P			S						P <sup>3</sup>			
Dwelling, single family, workforce	C <sup>3</sup>	C <sup>3</sup>	C <sup>3</sup>	C <sup>3</sup>	C <sup>3</sup>	C <sup>3</sup>					P <sup>3</sup>			
Dwelling, two-family	P	P			S						P <sup>3</sup>			
Dwelling, two-family, workforce	C <sup>3</sup>	C <sup>3</sup>	C <sup>3</sup>	C <sup>3</sup>	C <sup>3</sup>	C <sup>3</sup>					P <sup>3</sup>			



3. All land to be included as part of the lot shall be contiguous
4. In the absence of a municipal wastewater system, to protect ground water quality for the purpose of public health and safety, minimum lot sizes shall, in addition to the Zoning Ordinance requirements listed in **4.2.1.3(A)(2)**, also meet such additional lot size requirements as specified by "minimum lot size by soil type" in Table 4-4 which are based on high intensity soil Maps and specified in this Section of the Town ordinance. This requirement is subject to the following:
  - a. Each lot shall have a soil carrying capacity of one or greater, which is calculated by dividing the given area of any soil type to be used by the required are for the soil type found in ~~Table 3-3~~ Table 4-4 of this section.
  - b. Where more than one soil type is found on the lot, a soil carrying capacity of those soils occurring on the lot shall be used to determine the minimum lot size.
  - c. Areas designated as poorly drained (type b hydric) soils may be utilized to fulfill the minimum lot site required by the Town ordinance and subdivision regulations provided that a minimum of 30,000 SF of a contiguous non-wetland area with proper configuration to adequately accommodate all housing and required utilities such as sewage disposal and water supply to include setbacks, is provided.
  - d. Areas designated as type a hydric soils (very poorly drained soils, fresh or saltwater marsh or surface water areas) may not be utilized to fulfill minimum lot size requirements.
  - e. No subsurface wastewater disposal system shall be constructed with seventy five (75) feet of any type a hydric soil or fifty (5) feet from any type b hydric soil.
  - f. Slopes greater than twenty five percent (25%) may be used in the computed lot size according to the following: areas designated with slopes of greater than twenty five percent (25%) may be utilized to fulfill the minimum lot size required by the Town ordinance and subdivision regulations provided that a contiguous area of a minimum of 20,000 SF with less than fifteen percent (15%) slopes and proper configuration to adequately accommodate all housing and required utilities such as sewage disposal and water supply to include setbacks, is provided.
  - g. For duplex use, where the total number of bedrooms in the building shall not exceed five (5), the lot size shall be increased by forty percent (40%) of the minimum lot size as determined by the appropriate table. For each bedroom exceeding five (5) the lot size shall be increased by fifteen percent (15%).
  - h. For single family homes with greater than four (4) bedrooms, the required lot size will be increased fifteen percent (15%) for each additional bedroom exceeding four (4).
  - i. Soils information shall be provided by high intensity soil Maps and prepared by a field examination performed by a certified soil scientist and so stamped.
  - j. The area of drainage easement located on the lot shall not be included as part of the minimum lot size calculation.
  - k. Each residential lot shall have at least 22,000 SF of contiguous land above the 100-year flood elevation as determined by the flood insurance rate Maps and flood boundary and floodway Maps of the Town of Londonderry as prepared by the U.S. department of housing and urban development, federal insurance administration.





- A. Agricultural livestock, poultry, and horses will not be permitted except on lots containing two acres or more. All buildings, runs, pens, and kennels (excluding pastures) will be located a minimum of 25 feet from any property line. These lot size and setback requirements also pertain to dog kennels. Exempted from this provision are domestic pets as defined in this ordinance.
- B. At no time shall a public nuisance be created as to sight, sound, smell, or any other action which would interfere with nearby property owner's rights.
- C. Commercial piggeries or mink farms established for the raising, care, and keeping of pigs or minks as business in any district shall not be permitted. The raising of pigs for one's own home consumption shall be permitted, providing that in so doing, a public nuisance is not created and the operation does not offend by reason of the emission of smoke, noise, odors, or fumes.

#### **4.2.1.5 Parking Requirements**

A minimum of two parking spaces per dwelling unit shall be provided in the AR-I district.

#### **4.2.2 Multi-Family Residential (R-III)**

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##### **4.2.2.1 Objectives and Characteristics**

The Multi-Family (R-III) district is designed to permit an increased residential density in areas where municipal services make it appropriate and to promote flexibility in the design of residential projects with various housing types, reduced lot sizes and modified dimensional requirements, while maintaining a fixed maximum density. Flexible design can provide for the appropriate use of the land, facilitate the economical and efficient provision of public services, promote open space conservation, protect the natural and scenic attributes of the land and expand opportunities for the development of affordable housing.

##### **4.2.2.2 Uses**

- A. See **Use Table Section 4.1.2**
- B. Single family and two family dwellings are allowed per Table 4-1 ~~provided that at least seventy five percent (75%) of such dwelling units shall be restricted housing for older persons under the fair housing act, as amended, 42 USC 3601, et.seq., and RSA 354-A:15. Such restrictions shall be secured by restrictive covenants or similar instrument, approved by the Board, recorded in the registry of deeds.~~
- C. No lot in the Residential-III (R-III) district may be used for the outside storage of more than one unregistered motor vehicle (in accordance with RSA 236:92) or the outside storage of more than one boat other than a rowboat, canoe or other boat less than twenty (20) feet in length.

##### **4.2.2.3 Regulations and Design Criteria**

###### **A. Development Plan**

1. The applicant shall prepare and submit to the Planning Board for approval of a development plan of the tract proposed for development ("development lot"), which locates the proposed types of residential development, utilities, access roads and streets. ("development plan")
  - a. The development plan shall include general, conceptual site and architectural plans sufficiently detailed to show the intended land uses, structures, improvements, and



- other features necessary to demonstrate compliance with this Section and other applicable provisions of the Zoning Ordinance.
- b. The applicant may elect to develop the development lot in phases.
  - c. Final approval of development of any portion of the development lot shall require site plan approval according to the Site Plan Regulations of the Planning Board.
  - d. Once development of any portion of the development lot begins, no portion of the development lot may thereafter be developed or used except in conformity with the approved development plan, or an amended development plan approved by the Board.
2. The development lot may, but need not, be divided into two or more smaller legal separate lots of record (“internal legal lots”), which shall require subdivision approval by the Planning Board.
  3. The density, design and dimensional requirements of **Section 4.2.2.3(B)** shall be applied to the development lot and not the internal legal lots.
  4. The internal legal lots, if any, shall be subject to the density, design and dimensional requirements of **Section 4.2.2.3(C)**.
  5. The applicant shall be permitted to allocate permitted density among the internal legal lots in any manner so long as the sum total of development for all internal legal lots does not exceed the permitted density for the development lot.

**B. Density, Design and Dimensional Standard for Development Lot**

1. *Permitted density* - the maximum permitted number of dwelling units (“permitted density”) allowed in the development lot shall be as follows:
  - a. For dwellings serviced by municipal sewer, the maximum number of dwelling units permitted on the development lot shall be determined by the following formula:  $\text{number of dwelling units} = 0.80 (\text{development lot area} - \text{unusable land area}) / 7000$  square feet. “unusable land” is defined as wetlands, excessive slopes (greater than 25%) and land subject to existing utility and drainage easements.
  - b. For dwellings serviced by onsite septic systems, there shall be at least 14,000 square feet per dwelling unit. In addition, to protect ground water quality and to promote public health and safety, permitted density shall also be subject to such additional density requirements as are required by “minimum lot size by soil type” in [Table 2](#) [Table 4-4](#) of [Section 9.2.1](#) [Section 4.2.1](#), with the following modification: one or two bedroom units - lot size x 0.65. Three bedroom units = lot size x 0.85.
  - c. The maximum number of dwelling units per dwelling shall be sixteen (16).
    - i. The maximum number of dwelling units in a single building may be increased from sixteen (16) to no more than twenty (20) if the applicant is granted a conditional use permit from the Planning Board, in accordance with **Section 6.3.5**.
  - d. The average number of bedrooms per dwelling unit in a multifamily dwelling shall not exceed two (2).
2. *Screening, Landscaping and Glare* - the development plan and the internal legal lots shall be designed to screen parking lots from streets by building location, grading or screening and to minimize glare on adjoining properties. Glare from any use of land, including site illumination, shall not exceed 0.2 foot candles, measured at ground level, at or beyond the perimeter of the development lot. Lighting fixtures shall be designed for downward casting of light. Major topographic changes or removal of existing trees shall be avoided wherever possible, and water, wetlands and other scenic views shall be preserved wherever possible.



**“Navigable Airspace”:** The airspace above the minimum altitudes of flight prescribed by regulations issued under the Federal Aviation Act of 1958, Section 101(24) 49 United States Codes 1301, including the airspace needed to ensure safety in the takeoff and landing of aircraft.

#### **4.6.5.3 Noise Compatibility Zones Established:**

Noise compatibility zones for the area around Manchester-Boston Regional Airport are hereby established based on the Ldn contours for aircraft noise developed for conditions forecast to exist in 1991 with noise abated operating conditions

- A. The N-1 zone generally corresponds to the area between the 65 Ldn and 70 Ldn contours.
- B. The N-2 zone generally corresponds to the area between the 70 Ldn and 75 Ldn contours.
- C. The N-3 zone generally corresponds to the area within the 75 Ldn contour.

#### **4.6.5.4 Noise Overlay Zone Boundaries:**

The boundaries of the Noise Overlay Zones are shown in the Manchester-Boston Regional Airport Noise Compatibility Plan. Because of the averaging inherent in making Ldn calculations and the assumptions necessary in the forecasting procedure, the Ldn contour lines are not capable of being precisely defined in the field. Therefore, the boundaries between the noise overlay zones, while bearing a very close relationship to the Ldn contour lines, have been adjusted to facilitate understanding and agreement as to the location of the boundaries.

#### **4.6.5.5 Uses Prohibited:**

Land uses prohibited in the noise overlay zones shall be as specified in the Table of Land Use Compatibility Standards.

#### **4.6.5.6 Soundproofing Required:**

Soundproofing shall be required for certain land uses in each of the noise overlay zones as shown in the ~~Table 3-7~~ Table 4-8, Table of Land Use Compatibility Standards. Where soundproofing is required, no building permits shall be issued until the builder has demonstrated that the building design is capable of achieving the Noise Level Reduction required in the Table of Land Use Compatibility Standards. This requirement can be met in one of two ways as described in the following subsections.

- A. **Design Standards:** If the building design incorporates the design standards described in **Section 4.6.5.7**, the design shall be considered to have met the required soundproofing standards.
- B. **Performance Standards:** The builder may choose to use design features other than those described in **Section 4.6.5.7** as long as the final design is capable of achieving the Noise Level Reduction required in Table 4-8. Such noise attenuation capability shall be certified on the building plans by a registered architect, structural engineer, or acoustician.

#### **4.6.5.7 Soundproofing Design Standards**

##### **A. Noise Level reduction of 25 Decibels (dB)**

- 1. If wood frame construction is used, all exterior stud walls shall have interior and exterior surfaces of an approved material at least as massive as half-inch thick gypsum wallboard, and the intervening space shall contain fibrous thermal insulation at least three inches thick.



- B. The purpose of the Route 102 Performance Overlay District is:
1. To minimize adverse traffic impacts on the corridors and surrounding local roadways;
  2. To preserve the rural character of the district by providing for development that preserves appropriate open space and builds upon the landscaping design, and visual character standards of the Town's Site Plan Regulations;
  3. To minimize negative impacts to the environment such as water quality, air quality, prevention of noise pollution, light pollution, and to other important natural and cultural resources.
  4. To promote and attract high quality, diverse, and sustainable economic development to the district by utilizing performance standards and flexibility in the district.
  5. To protect the remaining aquifers within the Town of Londonderry.
  6. To provide an appropriate mix of uses for the areas abutting the natural complex formed by areas such as the Musquash Conservation Area, Kendall Pond area, Scobie Pond area, the Litchfield State Forest, etc.

#### 4.6.6.3 District Defined - Route 102 Corridor

- A. The Route 102 Performance Overlay District shall be described as including the lots identified on the "Performance Overlay Zone" Map and specifically as follows:
1. **On Tax Map 2:** lots 7, 8, 11, 12, 13, 16, 17, 19, 20, 21, 22, 22b, 23, 25, 26, 27, 28, 28a, 28-10, 28-11, 29b-5, 32, 34, 34-1, 34a, 35.
  2. **On Tax Map 3:** lots 130, 131, 131-1, 131-2, 132, 132a, 132b, 135, 136, 137, 148, 149, 150-1c, 153, 161
  3. **On Tax Map 6:** lots 30, 31, 32, 33a, 34, 35-1, 35-2, 35-10, 35-17, 35-19, 36, 41, 42-1, 49, 52, 53, 54, 56, 56-1, 57, 59-1, 64, 65-1, 65a, 84.
  4. **On tax Map 7:** lots 132-1, 132-2, 132-3, 132-4, 132-5, 132-6, 132-7, 132-8, 132-9, 132-10, 132-11, 132-12, 132-13, 132-14, 132-15, 132-16, 132-17, 132-18, 132-19, 132-20
- B. The term "overlay district" means a zoning district superimposed on one or more established zoning districts to impose supplemental requirements, restrictions, and performance standards on uses in the district.

#### 4.6.6.4 Conflicts with Underlying Zoning Standards

Because of the unique nature of the performance based incentives and regulations in this overlay district, the standards and requirements of this Section shall, unless otherwise stated in this section, apply to all lots in the overlay district, regardless of the underlying zoning district, except:

- A. Those zoned C-III at the time of passage of the POD by Town Council; and
- B. Those lots with an underlying zone of AR-I and that have received a conditional use permit for uses permitted in the AR-1 Zone
  1. Such lots shall be subject to the standards of the AR-I District, (~~Section 9.2.1~~**Section 4.2.1**)
  2. A buffer of fifty (50) feet shall be provided for any lot in a residential subdivision that abuts land zoned for non-residential uses.

#### 4.6.6.5 Uses Permitted





- A. The Performance Overlay District allows for uses that are consistent with the purposes and intent of the overlay district. Because not all uses permitted in the underlying zones are consistent with the Performance Overlay, the uses permitted in the overlay district are limited to those listed in **subsection 4.6.6.5(C)** below. The uses permitted in the underlying zoning districts are not permitted, unless listed in **subsection 4.6.6.5(C)** below or considered a use permitted by conditional use permit, see **Section 4.6.6.6**.
- B. All uses permitted in the performance overlay district are subject to site plan review by the Planning Board. Prior to Planning Board approval of a proposal, the applicant must demonstrate, through the impact assessment requirements of **Section 4.6.6.8**, that the proposal will meet all of the appropriate performance standards of **Section 4.6.6.7**, the Site Plan Regulations, the subdivision regulations, as applicable, and shall be consistent with the purpose and intent of the overlay district in **Section 4.6.6.2**.
- C. The following uses are permitted within the performance overlay district:
  - 1. Business center development: a tract of land, buildings or structures planned as a whole and intended to include those uses allowed in this overlay district whether built at one time as a unit or in two or more construction stages;
  - 2. Professional offices including, but not limited to, dentists, doctors, lawyers, architects, real estate, and such uses normally considered as general offices;
  - 3. Restaurants, cafes, and similar establishments, with no drive-thru windows;
  - 4. Retail stores or shops including clothing, appliance, hardware and department stores, automotive accessory, drug and variety stores, grocery stores and supermarkets;
  - 5. Computer services
  - 6. Religious institutions/places of worship and related facilities;
  - 7. Educational institutions;
  - 8. Recreation areas (commercial and non-commercial);
  - 9. Assisted living facilities.

**4.6.6.6 Conditional Use Permits**

All uses permitted by conditional use permit in the performance overlay district are subject to site plan review by the Planning Board. Prior to Planning Board approval of a conditional use permit, the applicant must demonstrate that it meets the general criteria for a Conditional Use Permit of Section 6.2, and the Specific Criteria of ~~Section 6.3.X~~Section 6.3.10, Route 102 Performance Overlay District.

**4.6.6.7 Performance Standards**

**A. Dimensional performance standards**

- 1. Table of dimensional performance standards: in order to accomplish the goals of this ordinance, as well as fulfill the goals of the master plan, development within the performance overlay district is subject to the dimensional standards listed in Table 4-9, below.

Table 4-9 Performance Overlay District Dimensional Standards							
Property Located on:	Min. Lot Size	Min. Lot Frontage	Max. Structure Height	Min. Front Setback (7)	Min. Side Setback	Min. Rear Setback	Max. Impervious Cover



1. These incentive bonus standards are designed to reward projects that choose to voluntarily develop their properties in a way that is most compatible with the stated goals and objectives of this district and the master plan.
2. Reduction in minimum lot area and frontage: as an incentive to encourage the concept of access management for traffic corridors through access on local roads and shared access drives, the minimum lot area and frontage requirements shall be decreased as noted in Table 3-8 where shared access or local road access is provided for a lot.
3. Widening easement deeds: those lots that voluntarily agree to provide easement deeds over the portion of their land within 25 feet of the state right-of-way, thereby reserving this easement area for future widening of the corridor or similar improvements within the corridor, may be compensated for this action by being allowed an impervious surface bonus, to develop their property to an extent greater than otherwise permitted in the performance overlay district. The amount of extra impervious coverage shall be equal to the actual computed area of the easement area provided for future improvements. ~~The provision of a widening easement may also qualify for credits to impact fees as outlined in Section 1.2.~~
4. Reduction in minimum front setback: as an incentive to encourage the protection of aesthetics in the performance overlay district, the minimum lot area and frontage requirements shall be decreased as noted in footnote 4 of Table 3-8 of this Section where parking is limited to the rear and/or side of the building.

#### D. Landscape Performance Standards

1. The landscape performance standards of the performance overlay district are intended to supplement the requirements of the Site Plan Regulations, outlining areas where landscaping are required in the district to promote the aesthetically pleasing type of development desired by the community.
2. Specifics about landscaping materials, caliper sizes, and specifics of the design details shall be as defined by Section 3.10 of the Site Plan Regulations. In the event that requirements of this district and the Site Plan Regulations conflict, the more restrictive of the two documents shall govern.
3. None of the landscape requirements contained in this ordinance or the Site Plan Regulations shall be construed so as to require plantings where safe sight distance at driveways or along public streets would be inhibited. The Planning Board may adjust landscape requirements of this district when deemed necessary for reasons of public safety.
4. *Required Landscaping Areas*
  - a. **Open space:** all areas disturbed by construction shall be covered with a minimum thickness of 4 inches of suitable topsoil and be subsequently planted with grass seed, sod, or other vegetative cover.
  - b. **Street tree area**
    - i. The street tree area shall be a 15 foot wide strip running parallel with the lot frontage along any public right of way and shall be continuous along the entire length of said right of way, except for those areas reserved for approved curb cuts. (on lots where there is a widening easement provided, the street tree area shall begin at the rear of the easement)
    - ii. The street tree area shall be planted with a minimum of 1 native shade tree (see Site Plan Regulations for recommended native trees) for every 50 feet of right of





1. *Intent*: in order to provide safe and adequate parking facilities, yet maintain a high quality aesthetic quality of development within the performance overlay district, performance standards for parking have been developed.
  2. The goals related to these performance standards are:
    - a. To ensure that appropriate parking areas are provided for future development within the overlay district;
    - b. To promote the use of interconnected parking between adjacent businesses as a means of access management along the corridor;
    - c. To encourage the provision of interior landscaping within parking lots as a means of mitigating summer heat, snow storage areas, and improve the aesthetics of parking areas.
  3. *General Performance Standards for Off-Street Parking.*
    - a. The minimum number of parking spaces, dimensional requirements for parking stalls and aisle widths shall be determined by the requirements of the underlying zoning district (**Section 3.09 of the Site Plan Regulations**) except for parking lot setbacks (also called green area setbacks as defined in **Sections 4.4.1.3(H)** and **4.3.2(B)** **4.3.3(B)**)—which are governed by the performance standards for landscaping, as outlined in **Section 2.6.1.7(D)**, **Section 4.6.6.7(D)**.
    - b. Sales of automobiles or other items which may be for sale is not permitted within any required parking spaces or their interconnecting drives and/or aisles.
    - c. Coordinated or joint parking design shall be provided wherever feasible in accordance with Section 3.09 of the Site Plan Regulations. Abutting parcels shall be so designed as to provide for mutually coordinated or joint parking access and circulation systems, and shall include stub-outs and other design features as necessary to make it visually obvious that the abutting properties may be tied in to create a unified system.
      - i. *Development prior to abutting use.* In the event that the site is developed prior to an abutting property, it shall be designed to ensure that its parking, access and circulation may be easily tied in to create a coordinated parking design at a later date.
      - ii. *Existing abutting uses.* In the event that the site abuts an existing developed property, it shall be so designed as to tie into the abutting parking, access and circulation to create a coordinated system unless the Planning Board finds that this would be impractical.
  4. In parking lots where shared access and/or interconnected parking lots occur, the side and rear landscape area requirements of **4.6.6.7(D)** can be omitted.
- F. **Signage**
1. *General*
    - a. The general standards of **Section 7** shall apply to signs within the performance overlay district.
  2. *Sign illumination*
    - a. Direct and indirect lighting of signs is permitted, provided it meets the criteria from Section 3.13 of the Site Plan Regulations.
    - b. Internally illuminated signs shall be opaque and only the sign copy shall appear to be illuminated.

## H. Environmental performance standards

### 1. General

- a. Environmental performance standards specific to the performance overlay district have been developed to protect the long-term environmental quality and vitality of gateways to the Town of Londonderry and of sensitive natural resources in the vicinity of the corridors.
- b. In addition to the performance standards of this section, development within the performance overlay district shall be subject to all applicable local, state, and federal ordinances, regulations and laws. The standards listed in this Section shall not be construed to imply relief from requirements of state or federal law.

### 2. General performance standards: all property within the performance overlay district shall be subject to the standards outlined in **Section 5.18.1** **Section 5.16** for vibration, noise, air pollution, odors, glare & heat, harmful interference, and sewage/waste disposal performance standards.

### 3. Wetland/groundwater protection performance standards

- a. All provisions of the conservation overlay zone shall apply to wetlands and perennial streams within the performance overlay district.
- b. Sufficient open space shall be provided for the recharge of groundwater. Where infiltration is required in drainage design, all runoff shall be pre-treated using treatment swales and detention basins meeting the NHDES best management practices and the Londonderry Site Plan Regulations. Infiltration facilities shall be designed to perform under all season conditions. Applicants are encouraged to meet with the department of public works and engineering prior to developing a drainage design to determine if infiltration is appropriate for a proposed site plan.

### 4. Performance Standards for Development of Steep Slopes

- a. For purposes of this section, steep slope areas shall be defined as naturally existing, contiguous areas of land of greater than ½ acre or more that have an average cross slope gradient greater than 33% or 3h:1v.
- b. In order to guard against hazards associated with development of steep slopes, construction within these areas shall be limited to those activities necessary for construction in the use/development of land outside of a steep slope area and shall be subject to the following standards:
  - i. No portion of a steep slope area shall be used for the construction of leach fields or trenches which are part of subsurface sewage disposal systems.
  - ii. Not more than 25% of a steep slope area shall be cleared of healthy existing vegetation and shall be re-vegetated upon completion of the construction allowed in paragraph b, above.
  - iii. Portions of steep slope areas affected by construction activity shall be given special attention with regard to erosion control.
  - iv. No portion of a steep slope area shall be subject to the discharge of any stormwater management system.

#### 4.6.6.8 Impact Assessment Requirements

- A. The purpose of impact assessments within the performance overlay district is to provide the Planning Board with sufficient information to conduct a detailed review of uses that have the





potential for significant impact within the overlay, and the Town as a whole. The impact review process is intended to promote and protect the natural resources and aesthetic qualities of the Town and to prevent or mitigate any adverse impact to the Town services, traffic patterns, abutting properties, the economy of the Town, the character of the Town, or the public health, safety, and welfare of Town residents.

**B. Applicability and procedure**

1. This Section is applicable to all residential and non-residential site development within the performance overlay district. All development proposals within the overlay district shall submit impact assessment reports in accordance with this section, and all other applicable local, state, and federal regulations. Single family residential or duplex construction (on a single lot not involving subdivision) is exempt from the requirements of an impact assessment report.
2. Three (3) copies of the impact assessment report shall be submitted along with all other forms, plans and information required for applications under the site plan and subdivision regulations.
3. The impact statement shall be prepared by an interdisciplinary team of professionals qualified to evaluate all facets of the proposed project which may include but is not limited to engineers, architects, landscape architects, economic analysts, environmental scientists, and planners.
4. All impact statements shall be reviewed by the Town, and any third party review costs shall be included in the review escrow as outlined in the site plan and subdivision regulations.
5. The Planning Board shall have the authority to waive or modify all or part of the requirements of the impact assessment report (with the exception of **Section 4.6.6.8(C)(2)(f)** **Section 4.6.6.8.C.2.e** environmental impact) for site development after reviewing the nature, scope, and size of a proposed development.

**C. Impact Assessment Report**

1. The impact statement shall include the following elements:
  - a. A detailed description of the proposed project and its design features, including existing conditions on the site and in the vicinity of the project.
  - b. Identification and assessment of the impacts of proposed project, including positive, negative, and indirect impacts. Proposed measures to prevent or mitigate adverse impacts and/or maximize positive impact including design modifications and provision of infrastructure improvements sufficient to support the project. Any adverse impacts that cannot be mitigated shall be identified. Mitigation measures to be implemented by the applicant shall be identified.
  - c. An evaluation of how the project will meet the standards required in this ordinance.
2. The impact statement shall assess the following areas of potential impact:
  - a. Traffic impact: traffic impacts shall be addressed according to the procedure outlined in Section 3.14 of the Site Plan Regulations.
  - b. Solid waste disposal: describe the quantity and composition of projected solid wastes to be generated by the project including average weekly volume in cubic yards of refuse generated; recycling potential; method of on-site storage and collection. Evaluate the impact to the Town's recycling facility and waste disposal capability (for single family or multi-family residential projects).

**4.6.7.7 Performance standards**

**A. Dimensional performance standards**

1. Table of dimensional performance standards: in order to accomplish the goals of this ordinance, development within the Table 4-10, below.

Table 4-10 Route 28 Performance Overlay District Dimensional Standards						
Property located on:	Min. Lot Size	Min. Lot Frontage	Max. Structure Height	Max. Building Footprint (3)	Building Setbacks (4)	Max. Impervious Cover
Arterial Road (as defined by appendix A), with public water and sewer	3 Acres	300 feet (1)(2)	45 feet	75,000 Sq. Ft.	See Section 4.1.3(C)(3)	55% (5)
Non-Arterial Roads OR Arterial Road when "Shared access" is used, and with public water and sewer	1 Acre	100 feet (1)(2)	45 feet	75,000 Sq. Ft.	See Section 4.1.3(C)(3)	66% (5)

Table 2 Footnotes:

(1) Lots with Frontage along both an arterial road and a local road shall be accessed from the local road whenever possible. The Planning Board shall have the authority to allow access on an arterial road in such situations where access from the local road is deemed inappropriate or not feasible, and the NHDOT has issued appropriate permits.

(2) Minimum frontage requirement must be satisfied from the road providing access to the lot.

(3) At no point shall the total usable floor area exceed 75,000 square feet.

(4) At no time shall the minimum front setback be less than 60 feet along an arterial road and 30 feet along a local Road.

(5) May be increased by an amount equal to the area of easement dedicated for future widening of the arterial road (See section 4.6.5.2 on Incentive Bonuses)

(6) On lots with frontage on both an arterial and local road (double frontage), the front setback shall be measured from the property line adjacent to the arterial road.

(7) As an incentive for use of steep roofs or other architectural elements (clock towers, cupolas, etc.) the Planning Board may, with recommendation from the Heritage Commission, allow for a height bonus not to exceed sixty (60) feet from grade.

**B. Dimensional incentive bonus standards**

1. These incentive bonus standards are designed to reward projects that choose to voluntarily develop their properties in a way that is most compatible with the stated goals and objectives of this district and the master plan
2. Widening easement deeds: those lots that voluntarily agree to provide easement deeds over the portion of their land within 25 feet of the state right-of-way, thereby reserving this easement area for future widening of the corridor or similar improvements within the corridor, may be compensated for this action by being allowed an impervious surface bonus, to develop their property to an extent greater than otherwise permitted in the performance overlay district. The amount of extra impervious coverage shall be equal to the actual computed area of the easement area provided for future improvements. ~~The provision of a widening easement may also qualify for credits to impact fees as outlined in Section 1.2.~~

**C. Building setbacks for POD lots located on NH Route 28**

1. Front setbacks for lots located along NH Route 28 shall be based on the following performance standards:
  - a. Building footprint of 0 - 10,000 square feet: 60 feet
  - b. Building footprint of 10,001 - 25,000 square feet: 100 feet
  - c. Building footprint of 25,001 - 40,000 square feet: 125 feet
  - d. Building footprint of 40,001 - 60,000 square feet: 150 feet
  - e. Building footprint of 60,001 - 75,000 square feet: 200 feet





2. Side setbacks for lots located along Rt. 28 shall be one-half ( $\frac{1}{2}$ ) the front setback.
  3. Rear setbacks for lots located along Rt. 28 shall be one-third ( $\frac{1}{3}$ ) the front setback, but not less than 30 feet.
- D. **Landscape Performance Standards** - landscape performance standards shall be the same as **Section 4.6.6.7(D)**, with the following exceptions:
1. *Front Buffer Area*
    - a. The front buffer area shall be a strip of variable width (minimum 40 feet wide) between the street tree area and the closest point of a building or impervious surface facing a public right of way. (on lots where there is a widening easement provided, the street tree area may encroach and overlap the front buffer area)
    - b. The front buffer area shall be planted with a minimum of 2 trees for every 30 feet of horizontal building facing a public right of way. Trees planted in this area shall have a height equal to  $\frac{1}{2}$  the maximum proposed height of a building (but not less than 12 feet from grade or greater than 30 feet from grade) at time of planting.
    - c. **Incentive bonus:** every healthy native tree with a caliper of 4 inches or greater, which is preserved in the front buffer area may be substituted for 1 required new front buffer tree planting. Every healthy native tree with a caliper of 6 inches or greater, which is preserved in the front buffer area may be substituted for 2 required new front buffer tree plantings.
  2. *Side and Rear Buffer Areas*
    - a. Required side and rear buffer areas shall begin at the inner limits of the front buffer area and run parallel to the side and rear property lines. The minimum width of these side and rear buffers shall equal to  $\frac{1}{2}$  the proposed maximum building height, but not less than 20 feet wide. In the event the property abuts a parcel zoned AR-I, the buffer shall be no less than 75 feet wide.
    - b. The side and rear buffers shall be constructed to provide a dense 4 season visual screen in accordance with Section 3.09.e of the Site Plan Regulations.
- E. **Off-street parking** - see **Section 4.6.6.7(C)**
- F. **Signage** - signage performance standards shall be the same as **Section 4.6.6.7(F)**~~Section 4.6.6.7(D)~~, with the following exceptions:
1. Building mounted signs
    - a. Wall signs may be as large as 1 sq. Ft. Per 3 linear ft. Of building frontage or a maximum of 50 square feet, whichever is less.
    - b. One wall sign is permitted per tenant in a multi-tenant structure, however the total sign square footage on any wall or facade shall not exceed 100 square feet.
- G. **Lighting** - see **Section 4.6.6.7(E)**
- H. **Environmental performance standards** - see **Section ~~4.6.6.7(F)~~ 4.6.6.7(H)**

#### 4.6.7.8 Impact Assessment Requirements

See **Section 4.6.6.8**.

#### 4.6.7.9 Pre-existing (non-conforming) uses, lots, and structures

See **Section 4.6.6.9**.



## 5 SUPPLEMENTARY REGULATIONS AND STANDARDS

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### 5.1 Residential Development Phasing

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#### 5.1.1 Authority

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Pursuant to the provisions of NH RSA 674:21, the Town of Londonderry adopts the following phasing standards for residential development, to be administered by the Planning Board in conjunction with the Londonderry Subdivision Regulations.

#### 5.1.2 Purpose

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The purpose of this Section is as follows:

- A. To guide efforts by the Town to monitor, evaluate, plan for and guide residential growth in Londonderry that is consistent with the Town's capacity for planned, orderly and sensible expansion of its services to accommodate such development without establishing absolute limits on the overall growth rate of the community;
- B. To provide for the current and future housing need of existing residents and their families;
- C. To phase in or control the implementation and development of tracts of land and future subdivisions thereon, at a rate which will be compatible with the orderly and gradual expansion of community services, including but not limited to education, fire protection, road maintenance, waste disposal, police protection and recreation; and
- D. To provide a mechanism to allow for phased development of residential projects to manage the impact on municipal services.

#### 5.1.3 Phasing of Development

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A phasing plan shall be submitted for Planning Board approval for all residential developments of more than fifteen (15) lots or dwelling units (~~unless exempted under Section 5.1.4~~), and at the Applicant's option may be submitted for smaller developments. Such plans shall comply with the following phasing requirements:

- A. For development proposed under the provisions of Section 5.3, Conservation Subdivisions: twenty-five (25) dwelling units per year from the date of final approval;
- B. For development located within the R-III district: three (3) multi-family buildings, the total number of dwelling units not to exceed forty eight (48) per year from the date of final approval.
- C. In the event that the Planning Board grants a conditional use permit to allow more than 16 units per building in the R-III District, such developments shall be permitted two (2) multi-family buildings, the total number of dwelling units not to exceed forty (40) permits per year from the date of final approval.
- D. For multi-family development meeting the definition of "workforce housing" as defined by RSA 674:58, and approved by the Planning Board per the procedures outlined in RSA 674:60: the total number of dwelling units shall not exceed seventy-two (72) per year from the date of final approval.
- E. For single family development approved under the requirements of "Inclusionary Housing": twenty-five (25) dwelling units per year from the date of final approval.





1. *Calculation Method:* the maximum number of lots is determined by dividing the area of the tract of land by the minimum lot size specified in the underlying zoning.
2. Where public sewer is not available, the maximum density for a Conservation Subdivision using the calculation method will be established by using Table 3-3 of Section 3.3 of this ordinance, and computing a total soil carrying capacity of all allowed soils found in the parcel proposed for subdivision. The soil carrying capacity of any soil is to be calculated by dividing the given area of any soil type by the required area for that soil type found in Table 3-3. The resulting number shall be multiplied by 85 percent to obtain the maximum number of dwelling lots permitted in the Conservation Subdivision.
3. Where public sewer is available, the maximum density will be established by using ~~Table 3-2~~Table 4-3 of Section 3.3 Section 4.2 of this ordinance, divided by the total area of the entire parcel to be subdivided.
4. In using the Calculation Method for determining the maximum number of lots, the following shall not be included in the total area of the parcel:
  - a. Slopes over 25% of at least 5000 square feet contiguous area;
  - b. The 100-year floodplain;
  - c. Drainage Easements; and
  - d. Wetlands that meet the definition of this ordinance.
5. *Yield Plan Method:* The maximum number of lots is based on a conventional subdivision design plan, prepared by the applicant, in which the tract of land is subdivided in a manner intended to yield the highest number of lots possible. The plan does not have to meet formal requirements for a site design plan, but the design must be capable of being constructed given site feature and all applicable regulations

**C. Lot Area and Shape.**

1. The minimum lot size (prior to subdivision) for a Conservation Subdivision is 20 acres in common beneficial ownership. The minimum frontage for the development shall be a contiguous 100 feet and of sufficient length to provide safe access for a right-of-way of at least 50 feet.
2. *Minimum Lot Size*
  - a. For lots connected to public or community water and sewer: The minimum lot size in a Conservation Subdivision shall be one half ( $\frac{1}{2}$ ) acre in size.
  - b. For lots connected to public or community sewer, but utilizing an onsite well for water service: The minimum lot size in a Conservation Subdivision shall be one half ( $\frac{1}{2}$ ) acre in size.
  - c. For lots connected to public or community water, but utilizing an onsite septic system: The minimum lot size in a Conservation Subdivision shall be one half ( $\frac{1}{2}$ ) of the total calculated minimum lot size using Table 3-3 of Section 3.3 of this ordinance or  $\frac{1}{2}$  acre, whichever is greater.
  - d. For lots serviced by an onsite well and an onsite septic system: The minimum lot size in a Conservation Subdivision shall be the total calculated minimum lot size using ~~Table 3-3~~Table 4-4 of Section 3.3 Section 4.2 of this ordinance or 1 acre, whichever is greater.
3. *Frontage:* Every building lot in the Conservation Subdivision shall have a minimum frontage of fifty (50) feet along a street providing access exclusively to the Conservation Subdivision and situated entirely within the Conservation Subdivision.



3. Animated, moving, flashing, and noise making signs are prohibited. Changeable electronic message board signs are prohibited in all zoning districts.
4. No sign or related outdoor lighting fixture shall be so placed as to focus light directly into any oncoming traffic or any street or into any window of any residence that abuts or is in the immediate vicinity of the fixture.
5. In the C-IV and Residential districts, a sign, if lighted, shall be illuminated with lights by indirect method only with no light placed within the sign.
6. Except in the C-I, C-II, C-III, and Industrial districts, if specifically approved by the Planning Board, no sign shall be illuminated between the hours of eleven (11) p.m. and seven (7) a.m.

## **7.8 Pre-Existing Signs**

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### **A. Legally Pre-Existing Signs**

Any sign located within the Town of Londonderry on the date of adoption of this Ordinance, which does not conform with the provisions of the Ordinance is eligible for characterization as a “legally preexisting” sign and is permitted, provided it also meets the following requirements:

1. The sign was covered by sign permit or variance on the date of adoption of this Ordinance if one was required under applicable law; or
2. If no sign permit was required under applicable law for the sign in question, the sign was in all respects in compliance with the applicable zoning law on the date of adoption of this Ordinance, and was in compliance with all other applicable Town ordinances or requirements.

### **B. Loss of Legal Non-Conforming Status**

A legally preexisting sign shall immediately lose its legal preexisting status designation if:

1. The sign is altered in any way in structure or copy (except for changeable copy signs and normal maintenance);
2. The sign is relocated; or
3. The sign is replaced, other than replacing the sign in its exact original conditional and statements; or
4. The sign shall have been abandoned (See ~~Section [@@421]]~~. **Section 8.2.**
5. The sign advertises or calls attention to any products, businesses or activity which are no longer carried on or sold, whether generally or at the particular premises; or
6. The sign shall not have been repaired or properly maintained within 60 days after written notice to that effect has been given by the Building Inspector; or
7. On the happening of any one of 1, 2, 3, 4, 5, or 6, the sign shall be immediately brought into compliance with this Ordinance with a new permit secured therefore, or shall be removed.



Introduced: 2/22/22  
Public Hearing: 03/28/22  
Adopted: 03/28/22

**ORDINANCE 2022-02**  
***AN AMENDMENT TO THE LONDONDERRY ZONING***  
***ORDINANCE RELATIVE TO PORTABLE STORAGE***

---

***WHEREAS*** on June 15, 2020 the Town Council approved Ordinance 2020-02 relative to the location and duration of portable storage structures throughout Town; and

***WHEREAS*** the Zoning Administrator has proposed an amendment that clarifies the authority of the Zoning Board of Adjustment to regulate the duration that portable storage structures are permitted to remain on a property; and

***WHEREAS*** the Planning Board has voted to recommend Town Council adoption of the proposed amendment;

***NOW THEREFORE BE IT ORDAINED*** by the Town Council of the Town of Londonderry that the Zoning Ordinance shall be amended as posted.

To become effective upon passage of this Ordinance.

---

John Farrell, Chairman  
Londonderry Town Council

***A TRUE COPY ATTEST:***

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*Sherry Farrell - Town Clerk*  
03/28/22

*Town Seal*



## 5.15 Portable Storage Structures

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### 5.15.1 Portable Storage Structures in the AR-I District

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- A. Portable storage structures may be permitted by Special Exception of the Zoning Board of Adjustment in the AR-I District providing that the general requirements of Section 8.1.5.1 and the following criteria are met:
1. There must be no more than one portable storage structure per property.
  2. The portable storage structure must be no larger than ten feet wide, twenty feet long, and 10 feet high.
  3. The portable storage structure shall be located to the side or rear of the principal structure on the property.
  4. The portable storage structure shall be set back a minimum of 15 feet from any side or rear lot lines, and 40 feet from any front property line
  5. The portable storage structure shall be set back a minimum of five feet from the nearest wall of a building.
  6. The portable storage structure shall be required to be placed on a paved, concrete, other appropriate impervious surface, or be placed on blocks.
  7. The Zoning Board of Adjustment may impose additional conditions such as appropriate screening, landscaping, fencing or other requirements that it deems necessary to protect the character of the neighborhood.
  - ~~7.8. The Applicant shall state what length of time a portable storage structure will remain on the property. The Zoning Board of Adjustment may approve or limit the length of time a portable storage structure may remain on the property.~~
- B. Portable storage structures associated with construction at a property where a building permit has been issued are permitted for the duration of construction activities on the property and shall be removed from the property within fourteen days of the issuance of a certificate of occupancy. Portable storage structures associated with construction are exempt from Section 5.15.1(A).
- C. All portable storage structures shall be maintained in good condition and free from evidence of deterioration.

### 5.15.2 Portable Storage Structures in Commercial Districts

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The use of portable storage structures is allowed in the Commercial Districts under the following conditions:

- A. There must be no more than one portable storage structure per property unless otherwise approved as part of a site plan
- B. The portable storage structure must be no larger than ten feet wide, forty feet long and 10 feet high.
- C. A portable storage structure shall not remain at any property in excess of six (6) consecutive months, unless otherwise approved as part of a site plan.
- D. The portable storage structure shall be set back a minimum of 30 feet from any side or rear lot lines, and 60 feet from any front property line.

# ORDER #2022-03

An Order Relative to

## **EXPENDITURE OF**

## **MAINTENANCE TRUST FUNDS FOR VARIOUS PROJECTS**

---

Reading: 3/28/2022

Adopted: 3/28/2022

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

**WHEREAS** by the Town Council of the Town of Londonderry that the Town Treasurer is hereby ordered to expend \$5,935.00 from the Expendable Maintenance Trust Fund for the aforementioned repairs and improvements.

**NOW THEREFORE BE IT ORDERED** by the Town Council of the Town of Londonderry that the Town Treasurer is hereby ordered to expend \$5,935.00, from the Expendable Maintenance Trust Fund for the aforementioned repairs and improvements.

---

John Farrell, Chairman  
Town Council

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Sharon Farrell  
Town Clerk

**A TRUE COPY ATTEST:**  
3/28/2022

Description		Vendor		Amount
<b>Winter Maintenance - TH, LFD, LPD, Library, Senior Ctr. &amp; Access Ctr.</b>		FY 2018	\$	37,970.50
This EMTF request is to pay for Winter Maintenance funds. This request is for Plowing, salting, and shoveling and other any other winter maintenance items that may occur at our various town buildings (TH, LFD, LPD, Library, Senior Ctr. and Access Center).		FY 2019	\$	36,020.00
		FY 2020	\$	36,324.00
		FY 2021	\$	26,730.00
		<b>Average:</b>	\$	34,261.13
		<b>50% of Avg:</b>	\$	17,130.56
		<b>3rd Request</b>		\$5,935.00

The two previous allocations totalling \$34,000.00 have been exhausted. This allocation of \$5,935.00 is for the remaining bills currently on hand. Should there be a future request it will be on an as needed basis till the end of the season.

			\$137,044.50
12/28/2017	Snow Removal	\$ 3,015.00	\$ 34,261.13 \$ 17,130.56
12/28/2017	Snow Removal	\$ 1,940.00	
12/29/2017	Snow Removal	\$ 515.00	
12/29/2017	Snow Removal	\$ 1,650.00	
1/3/2018	Snow Removal	\$ 1,560.00	
1/3/2018	Snow Removal	\$ 925.00	
1/20/2018	Snow Removal	\$ 990.00	
1/20/2018	Snow Removal	\$ 1,505.00	
1/20/2018	Snow Removal	\$ 1,588.00	
1/20/2018	Snow Removal	\$ 1,945.00	
1/20/2018	Snow Removal	\$ 875.00	
1/19/2018	Snow Removal	\$ 1,080.00	
2/12/2018	Snow Removal	\$ 1,120.00	
2/4/2018	Snow Removal	\$ 1,760.00	
2/4/2018	Snow Removal	\$ 1,305.00	
2/12/2018	Snow Removal	\$ 2,035.00	
2/12/2018	Snow Removal	\$ 970.00	
2/12/2018	Snow Removal	\$ 50.00	
2/16/2018	Snow Removal	\$ 200.00	
2/28/2018	Snow Removal	\$ 635.00	
3/5/2018	Snow Removal	\$ 810.00	
3/12/2018	Snow Removal	\$ 305.00	
3/12/2018	Snow Removal	\$ 1,755.00	
3/12/2018	Snow Removal	\$ 1,730.00	
3/18/2018	Snow Removal	\$ 1,675.00	
3/19/2018	Snow Removal	\$ 1,515.00	
3/19/2018	Snow Removal	\$ 1,162.50	
3/28/2018	Snow Removal	\$ 640.00	
2/20/2018	Snow Removal	\$ 1,040.00	
3/19/2018	Snow Removal	\$ 1,675.00	\$ 37,970.50

11/25/2018	Snow Removal	\$895.00
11/28/2018	Snow Removal	\$4,415.00
12/11/2018	Snow Removal	\$845.00
12/11/2018	Snow Removal	\$410.00
1/2/2019	Snow Removal	\$540.00
1/3/2019	Snow Removal	\$515.00
1/16/2019	Snow Removal	\$1,095.00
1/16/2019	Snow Removal	\$865.00
1/16/2019	Snow Removal	\$845.00
1/28/2019	Snow Removal	\$520.00
1/28/2019	Snow Removal	\$905.00
1/28/2019	Snow Removal	\$1,250.00
1/28/2019	Snow Removal	\$385.00
2/4/2019	Snow Removal	\$4,480.00



2/4/2019	Snow Removal	\$2,415.00	
2/27/2019	Snow Removal	\$8,585.00	
2/27/2019	Snow Removal	\$1,740.00	
3/11/2019	Snow Removal	\$340.00	
3/11/2019	Snow Removal	\$1,230.00	
3/2/2019	Snow Removal	\$385.00	
3/2/2019	Snow Removal	\$850.00	
3/10/2019	Snow Removal	\$2,180.00	
3/10/2019	Snow Removal	\$330.00	\$36,020.00

12/6/2019	Snow Removal	\$ 595.00	
12/6/2019	Snow Removal	\$ 1,029.00	
12/9/2019	Snow Removal	\$ 75.00	
12/11/2019	Snow Removal	\$ 145.00	
12/11/2019	Snow Removal	\$ 3,200.00	
12/11/2019	Snow Removal	\$ 2,370.00	
12/11/2019	Snow Removal	\$ 870.00	
12/11/2019	Snow Removal	\$ 1,275.00	
12/12/2019	Snow Removal	\$ 825.00	
12/14/2019	Snow Removal	\$ 590.00	
12/17/2019	Snow Removal	\$ 2,730.00	
12/19/2019	Snow Removal	\$ 1,135.00	
12/17/2019	Snow Removal	\$ 600.00	
12/18/2019	Snow Removal	\$ 745.00	
12/27/2019	Snow Removal	\$ 90.00	
1/13/2020	Snow Removal	\$ 4,680.00	
1/13/2020	Snow Removal	\$ 200.00	
1/27/2020	Snow Removal	\$ 3,915.00	
1/27/2020	Snow Removal	\$ 920.00	
2/18/2020	Snow Removal	\$ 3,355.00	
2/18/2020	Snow Removal	\$ 1,195.00	
3/9/2020	Snow Removal	\$ 1,070.00	
3/9/2020	Snow Removal	\$ 3,560.00	
3/9/2020	Snow Removal	\$ 480.00	
4/13/2020	Snow Removal	\$ 675.00	\$ 36,324.00

12/10/2020	Snow Removal	\$3,035.00	
12/15/2020	Snow Removal	\$75.00	
12/18/2020	Snow Removal	\$410.00	
12/19/2020	Snow Removal	\$75.00	
12/21/2020	Snow Removal	\$410.00	
12/20/2020	Snow Removal	\$445.00	
12/20/2020	Snow Removal	\$3,365.00	
12/20/2020	Snow Removal	\$445.00	
12/22/2020	Snow Removal	\$75.00	
12/24/2020	Snow Removal	\$635.00	
1/3/2021	Snow Removal	\$335.00	

1/4/2021	Snow Removal	\$75.00	
1/6/2021	Snow Removal	\$1,335.00	
1/15/2021	Snow Removal	\$75.00	
1/12/2021	Snow Removal	\$685.00	
1/17/2021	Snow Removal	\$445.00	
1/24/2021	Snow Removal	\$145.00	
1/27/2021	Snow Removal	\$335.00	
1/28/2021	Snow Removal	\$75.00	
1/30/2021	Snow Removal	\$590.00	
1/30/2021	Snow Removal	\$1,625.00	
2/3/2021	Snow Removal	\$410.00	
2/4/2021	Snow Removal	\$75.00	
2/5/2021	Snow Removal	\$75.00	
2/6/2021	Snow Removal	\$75.00	
2/8/2021	Snow Removal	\$335.00	
2/6/2021	Snow Removal	\$2,780.00	
2/6/2021	Snow Removal	\$890.00	
2/10/2021	Snow Removal	\$295.00	
2/13/2021	Snow Removal	\$2,140.00	
2/13/2021	Snow Removal	\$890.00	
2/16/2021	Snow Removal	\$75.00	
2/17/2021	Snow Removal	\$75.00	
2/20/2021	Snow Removal	\$665.00	
2/22/2021	Snow Removal	\$1,105.00	
2/23/2021	Snow Removal	\$335.00	
2/24/2021	Snow Removal	\$75.00	
2/27/2021	Snow Removal	\$75.00	
2/28/2021	Snow Removal	\$75.00	
2/19/2021	Snow Removal	\$1,595.00	\$26,730.00

# ORDER #2022-04

An Order Relative to

## **EXPENDITURE OF MAINTENANCE TRUST FUNDS FOR VARIOUS PROJECTS**

---

Reading: 3/28/2022

Adopted: 3/28/2022

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

**WHEREAS** by the Town Council of the Town of Londonderry that the Town Treasurer is hereby ordered to expend \$2,317.23 from the Expendable Maintenance Trust Fund for the aforementioned repairs and improvements.

**NOW THEREFORE BE IT ORDERED** by the Town Council of the Town of Londonderry that the Town Treasurer is hereby ordered to expend \$2,317.23, from the Expendable Maintenance Trust Fund for the aforementioned repairs and improvements.

---

John Farrell, Chairman  
Town Council

---

Sharon Farrell  
Town Clerk

**A TRUE COPY ATTEST:**  
3/28/2022



Description	Vendor	Amount
<b>DPW SHOP AND GARAGE</b>	<b>Home Depot</b>	<b>\$2,317.23</b>
This request is for materials required and purchased to repurpose the old breakroom in the garage into a workable shop and tool storage work area. Benches, bins, and shelving was constructed by in house personnel with the lumber to make better usage of the space for tools and work projects in an expanding department. We also constructed a sound deadening structure around the air compressors for a better and safer working environment for the mechanics and other personnel on the garage floor.	Materials picked up 3/1/22	787.84
	Shelves and benches	\$
	Shelves and benches	\$
	Screws	\$
	Sound wall enclosure	\$
	Sound wall enclosure	\$
	Materials picked up 3/9/22	414.95
	Materials picked up 3/11/22	41.97
	Materials picked up 3/22/22	946.68
	Materials picked up 3/23/22	125.79
	<b>Total Town Council EMTF Order</b>	<b>\$ 2,317.23</b>

First Reading: 3/28/22  
Hearing/Second Reading: Waived  
Adopted: 03/28/22

## ORDER 2022-05

An Order Relative to

### ***THE EXPENDITURE OF RECLAMATION TRUST FUNDS***

---

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

***WHEREAS*** spare parts are used for the repair and maintenance of the recycling carts which are required for the automated curbside recycling collection;

***NOW THEREFORE BE IT ORDERED*** by the Town Council of the Town of Londonderry that the Town Treasurer is hereby ordered to expend \$3,446.20 from the Reclamation Trust Fund for recycling carts parts.

---

John Farrell - Chairman  
Town Council

( TOWN SEAL )

---

Sharon Farrell - Town Clerk

***A TRUE COPY ATTEST:***  
***3/28/22***

CK

Remit-to  
Schaefer SubCo, LLC  
PO Box 603063  
Charlotte, NC 28260-3063  
USA

Phone: 704-944-4500  
Fax: 704-588-1862  
Website: www.ssi-schaefer.com/en-us



Invoice

Sold To:  
Town of Londonderry  
268B Mammoth Rd  
Londonderry, NH 03053-3003  
USA

RECEIVED  
MAR 14 2022

Ship to:  
Town of Londonderry  
120 High Range Rd  
Attn: Paul Schacht  
603-552-7863  
Londonderry, NH 03053-3041  
USA

Invoice # PCINV112857

Invoice date	3/9/2022	Due Date	4/8/2022
Customer PO#	2022-49	Sales order	PSO049507
Your reference	Q021021	Our reference	Brandon Ivanovic
Customer account	308680	Invoice account	308680
Payment terms	Net 30 Days	F.O.B point:	
Ship Via:	Best Way Possible	Ship payment terms:	Prepaid
BOL#	PBOL113027	Tracking#	
PRO#	PS# PPA066565		

Customer

PO Line Number	Item number	Description	Quantity	Unit	Net unit price	Amount
1	WHEEL.01	12" RUBBER WHEEL ASSEMBLY Serial #: - Quantity : 200.00 Packing slip No. : PPA066565 Ship date : 3/8/2022	200.00	ea ✓	\$9.10	\$1,820.00
2	WAX27	AXLE - NOTCHED ORANGE TIP FOR USD95 Serial #: - Quantity : 100.00 Packing slip No. : PPA066565 Ship date : 3/8/2022	100.00	ea ✓	\$7.40	\$740.00
3	BAR.10	REPLACEMENT UNIVERSAL LIFT BAR FOR ALL CARTS Serial #: - Quantity : 100.00 Packing slip No. : PPA066565 Ship date : 3/8/2022	100.00	ea ✓	\$3.50	\$350.00
4	PUSH.2PIN	ALUMINUM PUSH PIN FOR STOP BAR Serial #: - Quantity : 200.00 Packing slip No. : PPA066565 Ship date : 3/8/2022	200.00	ea ✓	\$0.50	\$100.00

DATE 3/18/22

APPROVED DL

ACCOUNT # 100-27-01 4336-000

PO# 2022-49

total 3,446.00

Remit-to  
 Schaefer SubCo, LLC  
 PO Box 603063  
 Charlotte, NC 28260-3063  
 USA

Phone: 704-944-4500  
 Fax: 704-588-1862  
 Website: www.ssi-schaefer.com/en-us



**Invoice**

**Sold To:**  
 Town of Londonderry  
 268B Mammoth Rd  
 Londonderry, NH 03053-3003  
 USA

**Ship to:**  
 Town of Londonderry  
 120 High Range Rd  
 Attn: Paul Schacht  
 603-552-7863  
 Londonderry, NH 03053-3041  
 USA

**Invoice #** PCINV112857

<b>Invoice date</b>	3/9/2022	<b>Due Date</b>	4/8/2022
<b>Customer PO#</b>	2022-49	<b>Sales order</b>	PSO049507
<b>Your reference</b>	Q021021	<b>Our reference</b>	Brandon Ivanovic
<b>Customer account</b>	308680	<b>Invoice account</b>	308680
<b>Payment terms</b>	Net 30 Days	<b>F.O.B point:</b>	
<b>Ship Via:</b>	Best Way Possible	<b>Ship payment terms:</b>	Prepaid
<b>BOL#</b>	PBOL113027		
<b>PRO#</b>	PS# PPA066565	<b>Tracking#</b>	

<u>Misc. charges</u>	<u>Description</u>	<u>Sales subtotal amount</u>	
\$0.00	FREIGHT	\$3,010.00	
\$436.20	FREIGHT	Misc. charges	\$436.20
		Sales tax	\$0.00
		<b>Invoice total</b>	<b>\$3,446.20</b>

All sale transactions are subject to SSI-Schaefer Inc. - General Terms and Conditions for Sale of Goods and Services in effect at the time of sale, published on our website at [www.ssi-schaefer.us/Contact/Terms-Conditions.html](http://www.ssi-schaefer.us/Contact/Terms-Conditions.html)

Any account not paid by the end of the month following the month of billing will be subject to a finance charge of 1.5% per month on that portion of the unpaid balance which is more than 30 days past due. This is equivalent to an annual percentage rate of 18%.

Date/Time Printed 3/9/2022 11:13:12 PM

Schaefer SubCo, LLC  
 10124 Westlake Dr  
 Charlotte, NC 28273-3739  
 USA



Telephone 704-944-4500

**Packing slip**

Mode of delivery Best Way Possible  
 Terms of delivery Prepaid  
 Customer account 308680  
 Freight Bill number

Page 1 of 1  
 Number PPA066565  
 Version PPA066565.1  
 Date 3/8/2022  
 Sales order PSO049507  
 Customer PO# 2022-49  
 Sales taker Brandon Ivanovic  
 Customer reference Q021021

**SHIP TO:**

Town of Londonderry  
 120 High Range Rd  
 Attn: Paul Schacht  
 603-552-7863  
 Londonderry, NH 03053-3041  
 USA

**BILL TO:**

Town of Londonderry  
 2688 Mammoth Rd  
 Londonderry, NH 03053-3003  
 USA

Sales order	Customer PO Line Number	Item number	Description	Reference number	Ordered Unit	Delivered	Remaining quantity
PSO049507	1	WHEEL.01	12" RUBBER WHEEL ASSEMBLY Quantity : 200.00 Site : WTD Warehouse : WCT		200.00 ea	200.00	0.00
PSO049507	2	WAX27	AXLE - NOTCHED ORANGE TIP FOR USD95 Quantity : 100.00 Site : WTD Warehouse : WCT		100.00 ea	100.00	0.00
PSO049507	3	BAR.10	REPLACEMENT UNIVERSAL LIFT BAR FOR ALL CARTS Quantity : 100.00 Site : WTD Warehouse : WCT		100.00 ea	100.00	0.00
PSO049507	4	PUSH.2PIN	ALUMINUM PUSH PIN FOR STOP BAR Quantity : 200.00 Site : WTD Warehouse : WCT		200.00 ea	200.00	0.00

*Delivered  
 3-17-22  
 [Signature]*

All sale transactions are subject to SSI-Schaefer Inc. - General Terms and Conditions for Sale of Goods and Services in effect at the time of sale, published on our website at [www.ssi-schaefer.us/Contact/Terms-Conditions.html](http://www.ssi-schaefer.us/Contact/Terms-Conditions.html)

All goods are shipped at buyer's risk. Any damage must be noted on the freight carrier's delivery receipt. It is the responsibility of the recipient to file all freight claims. SSI assumes no responsibility for goods received damaged.

Picked by : \_\_\_\_\_

Loaded by : \_\_\_\_\_

Inspected by : \_\_\_\_\_

# LONDONDERRY TOWN COUNCIL MEETING MINUTES

1 March 14, 2022

2  
3 The meeting took place in the Moose Hill Council Chambers, 268B Mammoth Rd,  
4 Londonderry, NH 03053.

5  
6 Present: Chairman John Farrell; Vice Chairman Joe Green; Councilor Jim Butler, Chad  
7 Franz, and Deb Paul; Acting Town Manager Michael Malaguti; Absent: Executive Assistant  
8 Kirby Brown, Assistant Town Manager Lisa Drabik

9  
10 CALL TO ORDER

11  
12 Chairman Farrell called the Town Council meeting to order at 7:00 PM. This was followed  
13 by the Pledge of Allegiance. This was followed by a moment of silence for all of those who  
14 are in harms way in Ukraine, pray for their safety.

15  
16 PUBLIC COMMENT

17  
18 First order of business was Council reorganization. Councilor Butler motioned to appoint  
19 John Farrell as Chairman and Joe Green for Vice Chairman. Second by Councilor Chad  
20 Franz. Chair votes 5-0-0.

21  
22 Police Chief Bill Hart discussed the part-time retiree healthcare insurance with the Council.  
23 Acting Town Manager Michael Malaguti stated that this discussion came up at a prior  
24 meeting. The first concern was that there are a lot of unfilled positions at the Police and Fire  
25 Department. And a concern was expressing around the provision of health insurance  
26 benefits to part-time retired employees. Chief Hart stated that they typically run about seven  
27 open positions per year. Chief Hart stated that more than one third of the PD has shifted in  
28 the last less than four year. Chief Hart went over what it takes to hire an uncertified police  
29 officer in terms of testing and training. It takes a year and a half. And a year for a certified  
30 officer. Chief Hart stated that because of the extensive hiring process, they have low  
31 complaints.

32  
33 Chief Hart stated that the health insurance was dealt with creatively. When the Conservation  
34 Ranger was hired, it looked like it could be done for one cost. That however didn't workout

## LONDONDERRY TOWN COUNCIL MEETING MINUTES

---

35 for the employee. When the search was done for another employee's, it just wouldn't work.  
36 Chief Hart stated that they crafted a specific category of employee who could get the part-  
37 time basis and could have access to health insurance. It was not easy to do. Chief Hart stated  
38 that they worked with finance to come up with a way to do it. The push came in the use of  
39 the stipend which employees are given to defray the overall cost of insurance. Chief Hart  
40 stated that people who are on the roles, as group two employee's, on June 30<sup>th</sup>, 2000 or  
41 before, qualify for the subsidy, if they retire after twenty years. All three of the employee's  
42 met that qualification. These are full-time, part time certified, officers. They can do  
43 everything a police officer can do.

44  
45 Dan Bouchard, 8 O'Connell Dr, stated that this should have been brought out beforehand.  
46 Bouchard stated that the sidebar was signed in 2020 and this has been going on for two  
47 years without the tax payers and Council knowing. Bouchard stated that he wants to see  
48 transparency.

49  
50 Richard Belinsky, 89 Hall Road, stated that he is all about transparency. If the voters vote  
51 on a union contract and a few months later it gets changed, the taxpayer needs to know about  
52 it.

53  
54 Acting Town Manager Malaguti went over the Charter and how the sidebar works. Malaguti  
55 stated that under the Charter, the Town Manager is the chief operating officer of the town.  
56 He is responsible for the administrative and financial affairs of the town.

57  
58 Councilor Paul stated that she sees where the public is coming from and she doesn't believe  
59 anyone is saying anyone did something wrong. Councilor Paul stated that it is refreshing to  
60 see Acting Town Manager Malaguti to keep the Council updated.

61  
62 Tom asked if it would open up a can of worms for teachers, public works employees, anyone  
63 who wants part time. Chairman Farrell stated that he doesn't believe so. The schools are a  
64 separate form of government.

65  
66 Kristine Perez, 5 Wesley Drive, stated that the town needs to think more about running like  
67 a business, because it is a big business. The real world does not get health insurance at  
68 twenty hours. What is to stop more people, and other departments, to want to work part-  
69 time once they retire and take health insurance.



# LONDONDERRY TOWN COUNCIL MEETING MINUTES

70 Sean O'Mara, President of the Green Council at Londonderry High School. O'Mara stated  
71 that he wants to talk about having a possible member join the SWEC. Malaguti stated that  
72 Lynn Wiles reached out to him about an interested student. Malaguti stated that it was a  
73 good idea but wanted to check with the Council. Malaguti stated that the student could be  
74 an Ex-Officio or a full member. A liaison would work as well. Chairman Farrell asked if  
75 they need to be 18. The Council stated that it was a great idea.

76

77

## NEW BUSINESS

78

79 Re-appointment of the Tax Collector, pursuant to RSA 41:33, to re-appoint Allison  
80 Parsons, as the Tax Collector for one-year from April 1, 2022. Vice Chairman Green  
81 motioned. Second by Councilor Butler. Chair votes 5-0-0.

82

83

## APPROVAL OF MINUTES

84

85 Motion to approve the Town Council minutes from February 22, 2022 made by Vice  
86 Chairman Green and second by Councilor Paul. Chair votes 4-1-0. Councilor Franz  
87 abstained because he wasn't a member on the Council at the time.

88

89 Town Manager Mike Malaguti gave a Town Manager update.

90

91

## ADJOURNMENT

92

93 Motion to adjourn made by Vice Chairman Green and second by Councilor Franz. Chair  
94 votes 5-0-0.

95

96 Notes and Tapes by: Kirby Brown Date: 3/14/2022

97 Minutes Typed by: Kirby Brown Date: 3/21/2022

98 Approved by: Town Council Date: 3/28/2022





Office of the Town Manager  
Michael J. Malaguti • Acting Town Manager  
268B Mammoth Road, Londonderry, NH 03053  
mmalaguti@londonderrynh.org • (603) 432-1100 x151

John Farrell, Chairman  
Londonderry Town Council

### **Town Manager's Report – March 28, 2022**

Mr. Chairman:

I am pleased to submit the following Town Manager's Report. The purpose of this report is to update the Council and the public on my activities, and the activities of the Department Heads and their Staff, during the last reporting period.

#### ***I. Resident and Community Contacts***

One of the Town Manager's most important duties is to interface with the public to provide information and receive feedback, and to resolve resident concerns. The following is a summary of notable resident interactions and issues during the last reporting period:

- Veterans' exemptions – I had contact with two residents who support increasing the veterans' exemptions (see below).
- I participated in the Old Home Day Committee's first meeting on March 16. The next meeting is scheduled for April 4 at 6:30 p.m.
- I participated in the Energy Efficiency Task Force's first meeting on March 17. The next meeting is scheduled for March 31 at 7:00 p.m.
- I spoke with a resident seeking assistance raising funds for the sensory playground.

- I spoke with Art Rugg who provided background information about the International Exchange Committee's sister city arrangement with the Russian city of Vologda. I was contacted by the Ukrainian Consulate requesting the Town suspend or revoke that arrangement in view of the Russian invasion of Ukraine.
- I corresponded with a resident concerning the defeated pickle ball warrant article and the application of RSA 32:10, I(e), the "no-means-no" statute.
- I spoke with several residents who felt there should have been more transparency surrounding the sidebar extending certain health insurance benefits to a narrow class of police employees in 2020.

## **II. Other Activities and Pending Matters**

The following is a summary of other pending matters for the Council and the public's information:

1. **Fiscal Conditions:** On March 14, I directed all Town departments to tighten discretionary spending in view of prevailing economic conditions such as fuel prices and inflation. I have asked all department heads to review their budgets and identify lines that are exposed to unfavorable market conditions, and to consider any necessary remedial action. I also gave direction as to expenditures I expect to be deferred or eliminated. This item is in-process and the Finance Director and I are monitoring the situation closely.
2. **Right to Know Requests:** The Town has received significant Right to Know requests for information concerning the former Town Manager. At the present time, the Assistant Town Manager, IT Department, and I are devoting significant time to this effort. Additional resources or assistance may be required if these requests intensify as the political season progresses.
3. **Sidebars:** At the last Town Council meeting, there was discussion and questions concerning "sidebars," or amendments to the Town's collective bargaining agreements with our collective bargaining units. I am enclosing with this report all of the Town's current "sidebars," so the Council and public are well-informed as to this matter. Note that as we have 5 unions, 5 of the attached sidebars are nearly identical and were necessary to address an IRS requirement for the timing of payment of a previously negotiated benefit.
4. **Sensory Playground:** The sensory playground is approximately \$6,000 short of its goal. This is a worthy cause that will make the playground a more welcoming place for children who learn, play, and experience differently. To make a donation contact Finance Director Justin Campo (603-432-1100 x138).

5. **Consolidated Communications:** We are in the process of connecting Town facilities to Town Hall by Consolidated fiber cable instead of the current, less reliable VPN access. At the same time, we are engaging Consolidated to provide managed cyber security services for the Town's IT systems, significantly improving our cyber security. An ancillary benefit of this project is that several hundred business and residences along the routes will have new access to fiber.
6. **ZBA Training:** The Town has arranged for the New Hampshire Municipal Association to provide a legal training and refresher for the Zoning Board of Adjustment.
7. **35 Gilcreast Transaction:** Articles 17 and 18 passed on March 8, 2022. Based on the voters' approval, I have taken steps to move this transaction forward. As was discussed during the budget process, there is a question whether the Town's conservation easement is a "charitable trust," such that Attorney General approval is required to proceed. I am enclosing a letter I sent to the Attorney General's Office on this topic.

Additionally, the vote authorized the Town to move forward with the transaction for consideration *no less than* \$2,650,000. I am working to secure an appraisal of the Town's conservation easement, to ensure the proposed consideration matches the present value of the easement.

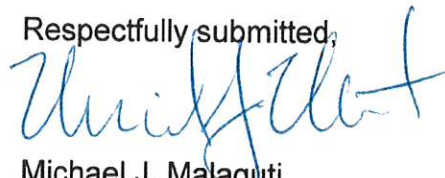
8. **Veterans' Exemptions:** Increasing the "optional" and "all veterans" exemptions was discussed at the last Town Council meeting. While the Council was generally supportive, it was also recognized that this year's and next year's budget reflect the exemptions at their current level. In other words, increasing the exemption now (i.e., outside the budget process) will require us to absorb the decrease in tax revenue into the existing budget.

As an example, raising the exemption benefit by as little as \$100 is projected to cost \$92,000. While the Town *probably could* absorb this amount (in view of our historical surpluses), this is not a budgetary best practice. Additionally, in view of the deteriorating fiscal conditions that caused me to direct all town departments to tighten their belts, I am advising caution at this time.

9. **Read File:** The following items are attached to this Report for general informational purposes:
  - Current sidebar agreements (Attachment 1).
  - Agreement with Town of Hampstead for fire dispatching services (Attachment 2).
  - Senior Center lobby upgrade before and after (Attachment 3).

- March 15, 2022 letter from Ukrainian Consul General and May 6, 1991 agreement with Vologda, USSR (Attachment 4).
- Homeowners Assistance Program materials (Attachment 5).
- Hoyle Tanner letter soliciting input on environmental impacts of Phase VI of the Rail Trail (Attachment 6).
- Bill docket for HB1033, which targeted the New Hampshire Municipal Association, and which the Town opposed. The bill was laid on the table on March 17, 2022 (Attachment 7).
- Pickle ball update (Attachment 8)
- Letter to Director of Charitable Trusts (Attorney General) regarding 35 Gilcreast Transaction (Attachment 9).

Respectfully submitted,



Michael J. Malaguti  
Acting Town Manager

ATTACHMENT 1

**Sidebar Agreement between  
Town of Londonderry and  
The Professional Firefighter's Association NH Local 3160**

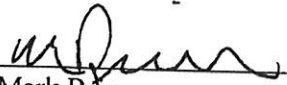
Whereas the undersigned parties, the Town of Londonderry and the Professional Firefighter's Association NH Local 3160 (the "Union") agree to modify ARTICLE XVII VACATIONS paragraph 13, to read in its entirety as follows:

"13. For Fiscal Years 2018, 2019, 2020, and 2021 (ending June 30, 2021): Any employee eligible to carry over vacation days may opt for payment of up to two (2) shifts/forty-eight (48) hours of vacation time on his/her anniversary date.

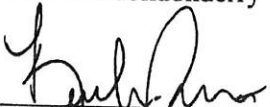
For Fiscal Year 2022: In order to come into compliance with relevant IRS regulations related to cash outs of accrued vacation, the cash out process for FY 2022 will work as follows: Any employee eligible to carry over vacation days may, in December 2020, elect to receive a cash payment of up to two (2) shifts/forty-eight (48 hours) of vacation time ("Vacation Cash Out") with said vacation time to be earned during the following calendar year (2021) (the "Accrual Year"). Said Vacation Cash Out election shall be irrevocable and will be paid in the pay period which contains December 1 of the Accrual Year (2021), assuming said employee was still employed by the Town as of December 1 of the Accrual Year and assuming said employee has the requisite number of days he/she elected for Cash Out on the books as of December 1 of the Accrual Year."

For:

IAFF Local 3160

  
\_\_\_\_\_  
Mark Brien                      11/13/2020  
President                              Date

Town of Londonderry

  
\_\_\_\_\_  
Kevin H. Smith                      11/13/20  
Town Manager                              Date



**Sidebar Agreement between  
Town of Londonderry and  
The Professional Firefighter's Association NH Local 3160**

Whereas the undersigned parties, the Town of Londonderry and the Professional Firefighter's Association NH Local 3160 (the "Union") agree to modify ARTICLE XXXVI PROMOTIONS Section 3, paragraphs A, B and C for the current year of 2021. The agreement to modify ARTICLE XXXVI PROMOTIONS Section 3, paragraphs A, B and C is provided that the Fire Chief agrees to announce promotions off the current eligibility list set to expire 12/15/21, for the two Lieutenant vacancies created by the retirements of Lieutenant David Johnson & Lieutenant Eugene Jastrem. The Union understands that due to global circumstances out of all of our control, the 2020 test was delayed, thereby resulting in the 2021 test being delayed.

The Union agrees to modify ARTICLE XXXVI PROMOTIONS Section 3, paragraphs A, B & C to read in their entirety as follows:

3. Process:

A. An annual written Examination shall be given in November, by a mutually agreed upon (Fire Chief and Union) testing agency (I.E. NH Fire Academy), at a mutually agreed upon location (Fire Chief and Union). A list of books that will be used for the test bank and the percentages of the questions used from each book will be mutually agreed upon by the Union and Fire Chief, prior to the test date, and posted at least three (3) months prior to the test. The Written Examination will account for a maximum of twenty (20) points.

B. An Oral Board will be held annually in November, consisting of an interview panel comprised of a minimum of three (3) and maximum of five (5) individuals whom are not associated with the Londonderry Fire Department. The location, date, and time will be agreed upon by the Union and the Fire Chief. The Oral Board members must be agreed upon by the Executive Board and Fire Chief. Oral Board Members must rank at the level of Fire Lieutenant or higher, or be members of Town's Administration. The Oral Board will account for a maximum of thirty (30) points.

C. An Assessment Center will be administered annually in November, by a mutually agreed upon testing entity (Executive Board and Fire Chief). The Assessment Center will account for a maximum of forty (40) points. The Assessment Center process may encompass scenarios from the following topics, but not limited to: 1. Fire Ground Strategy & Tactics 2. EMS Management Scenario 3. Public Interaction Scenario 4. Training Scenario 5. Human Resource based Scenario 6. Scheduling or shift based scenario

For:

IAFF Local 3160

Christoph A. Schofield 8/18/21  
Chris Schofield Date  
President

Town of Londonderry

Kevin H. Smith 8/16/21  
Kevin H. Smith Date  
Town Manager



**Sidebar Agreement between  
Town of Londonderry  
and AFSCME Council 93 – LAEA Public Safety**

Whereas the undersigned parties, the Town of Londonderry and the American Federation of State, County and Municipal Employees (Council 93) LAEA – Public Safety (the “Union”) agree as follows:

1. Modify ARTICLE 3 RECOGNITION to add the Deputy Fire Chief to the list of enumerated positions in Article 3 with the following added after the (\*\*\*) at the end of ARTICLE 3 as follows:

Deputy Fire Chief\*\*\*

\*\*\*The Deputy Fire Chief is an exempt position and the terms and conditions of his or her employment shall be those of the 40 hour/week employees covered by this collective bargaining agreement.

2. Modify ARTICE 12 SCHEDULED WORK WEEK AND HOURS to add the following to the list of positions and accompanying schedules, as well as to add paragraph 12 as follows:

<b>Position</b>	<b>Dept.</b>	<b>Schedule</b>	<b>Hours/Week</b>
Deputy Fire Chief	Fire	M-F 8:00 AM – 4:00 PM	40

12. If a non-exempt employee has compensatory time on the books (earned per paragraph 5 of this Article and as outlined in the Sidebar executed August 11, 2020) at the time of promotion to an exempt position, such compensatory time shall be converted to Administrative Time (“Admin Time”) and administered pursuant to the provisions of paragraph 6 of this Article.

3. Modify ARTICLE 13 RECRUITMENT/PROMOTIONS to add paragraph 4. as follows:

4. The Deputy Fire Chief will be chosen by a resume review and interview process as determined by the Fire Chief, Assistant Town Manager/Personnel Director, and/or his/her designees.

4. Modify APPENDIX A: SALARY AND WAGE SCHEDULE to provide the following salary range for the Deputy Fire Chief for FY 22 as follows:

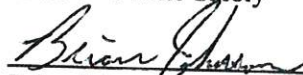
	<b>MIN</b>	<b>MAX</b>
Deputy Fire Chief	\$90,000	\$110,000

5. Accept the job description for the position of Deputy Fire Chief attached as Exhibit A to this Sidebar Agreement.

This Sidebar Agreement shall remain in full force and effect until such time as a successor agreement has been signed.

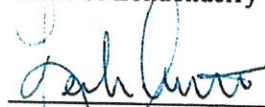
For:

AFSME Council 93  
LAEA - Public Safety

  
Brian Johnson  
President

7-21-21  
Date

Town of Londonderry

  
Kevin H. Smith  
Town Manager

7/21/21  
Date

Sidebar Agreement Between the  
Town of Londonderry  
and  
Londonderry Police Employees Association

Effective May 1, 2021

WHEREAS the Town of Londonderry ("Town") and the Londonderry Police Employees Association ("Union") are parties to that certain collective bargaining agreement with a period running from July 1, 2020 through June 30, 2023 (the "Contract"); and

WHEREAS, the said parties now desire to amend the Contract.

NOW, THEREFORE, the Town and the Union agree as follows:

1. To modify the first paragraph of ARTICLE 15 Outside Work Details, paragraph (1.) with regard to the rate paid for Outside Work Details as follows:
  - a. For officers with a New Hampshire Retirement System entry date prior to July 1, 2011 (excluding retired Part-Time Officers):
    - i. **Regular** Details (Effective July 1<sup>st</sup>, 2021)

1. Salary -	\$54.06
2. Workers Compensation -	\$ 1.04
3. Medicare -	\$ 0.78
4. NHRS -	\$18.32
5. Administrative Fee -	\$ 0.80
    - ii. **Overtime** Details (Effective July 1<sup>st</sup>, 2021)

1. Salary -	\$72.08
2. Workers Compensation -	\$ 1.39
3. Medicare -	\$ 1.05
4. NHRS -	\$24.42
5. Administrative Fee -	\$ 0.06
    - iii. **Regular** Details (Effective May 1<sup>st</sup>, 2021 through June 30<sup>th</sup> 2021)

1. Salary -	\$54.06
2. Workers Compensation -	\$ 1.04
3. Medicare -	\$ 0.78
4. NHRS -	\$15.37
5. Administrative Fee -	\$ 3.75
    - iv. **Overtime** Details (Effective May 1<sup>st</sup>, 2021 through June 30<sup>th</sup> 2021)

1. Salary -	\$72.08
2. Workers Compensation -	\$ 1.39
3. Medicare -	\$ 1.05
4. NHRS -	\$20.49
5. Administrative Fee -	\$ 3.99
  - b. For officers with a New Hampshire Retirement System entry date after July 1, 2011 AND for retired Part-Time officers:
    - i. **Regular** Details (Effective May 1<sup>st</sup>, 2021)

1. Salary -	\$72.38
2. Workers Compensation -	\$ 1.40
3. Medicare -	\$ 1.05
4. NHRS -	\$ 0.00
5. Administrative Fee -	\$ 0.17

ii. Overtime Details (Effective May 1<sup>st</sup>, 2021)

1. Salary -	\$95.50
2. Workers Compensation -	\$ 1.84
3. Medicare -	\$ 1.38
4. NHRS -	\$ 0.00
5. Administrative Fee -	\$ 0.28

The Police Department Regular Detail billing rate shall be \$75.00 per hour. The portion of the Regular Detail billing rate paid to officers is the applicable "Salary" portion listed in paragraph 1., above.

The Police Department Overtime Detail billing rate shall be \$99.00 per hour. The portion of the Overtime Detail billing rate paid to officers is the applicable "Salary" portion listed in paragraph 1, above. Payment of the Overtime Detail rate will be determined at the discretion of the Police Chief or his/her designee.

2. To replace paragraph 2 of ARTICLE 15 in the Contract to read as follows:

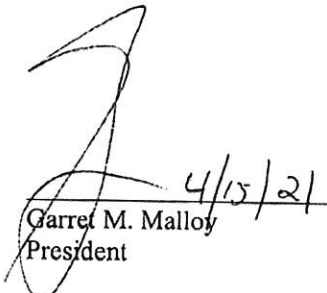
2. Retired Part-Time officers will be permitted to work Outside Details at the discretion of the Chief of Police or their designee. He/She will only be offered an outside work detail after all other permanent qualified, sworn personnel have had an opportunity to accept or decline a detail and before a detail is sent "out of town" to be filled. Retired Part-Time officers will be paid at the detail rate of Officers with New Hampshire Retirement System entry date after July 1, 2011, as laid out in "Section 1, Part b" of this Sidebar agreement.

3. Vendors that request a police cruiser for outside details will be charged an additional \$11.00 per hour as a cruiser fee. The cruiser fee will remain at \$11.00 per hour regardless of the length of the detail.

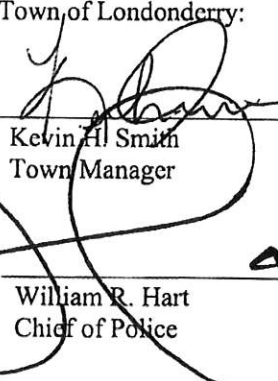
This Sidebar Agreement shall become effective upon approval and remain in full force and effective until such time as a successor agreement has been signed. In all other respect, the Union and the Town hereby ratify and reaffirm the Contract.

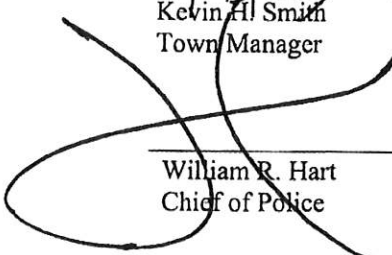
For;

Londonderry Police  
Employees Association:

  
Garret M. Malloy  
President  
4/15/21

Town of Londonderry:

  
Kevin H. Smith  
Town Manager  
4/15/21

  
William R. Hart  
Chief of Police  
4.15.2021

Sidebar Agreement Between  
The  
Town of Londonderry  
and  
Londonderry Police Employees Association

Effective February 28, 2021

WHEREAS, the Town of Londonderry ("Town") and the Londonderry Police Employees Association ("Union") and parties to that certain collective bargaining agreement with a period running from July 1, 2020 through June 30, 2023 (the "Contract"); and

WHEREAS, the said parties now desire to amend the Contract.


NOW, THEREFORE, the Town and the Union agree as follows:

1. To modify ARTICLE 13- PROMOTIONS (section b); to add the following written examination and remove the older unused written examinations.
2. To remove the existing language:
  - A Written Examination conducted by one of the three (3) groups listed below:
    - Jacques Personnel of Concord, NH
    - International Association of Chiefs of Police
    - International Personnel Management Association
  - To add a Written Examination conducted by one of the following organizations:
    - Stanard and Associates, Inc
    - NH Chiefs of Police
    - International Association of Chiefs of Police

This Sidebar Agreement shall remain in full force and effect until such time as a successor agreement had been signed. In all other respects, the Union and the Town hereby ratify and reaffirm the Contract.

For:


Londonderry Police Employees  
Association

  
\_\_\_\_\_ 2/10/21

Garrett M. Malloy  
President

Date

Town of Londonderry

  
\_\_\_\_\_ 2/10/2021

Kevin H. Smith  
Town Manager

Date

**Sidebar Agreement between  
Town of Londonderry and  
AFSCME Council 93 – LAEA Unit A, Public Safety**

Whereas the undersigned parties, the Town of Londonderry and the American Federation of State, County and Municipal Employees (Council 93) LAEA – Public Safety (the “Union”) agree to modify ARTICLE 16 VACATIONS paragraph 8, to read as follows:

“8. In year 1 of the Agreement: During the month of December 2020, an employee may elect, via two separate election forms, to receive, in calendar year 2021, two separate cash payments, each representing up to one workweek’s worth of vacation (40 hours for 40-hour employees; 48 hours for 42-hour employees) (“Vacation Cash Out”), with said vacation time to be earned during the following calendar year (the “Accrual Year”) as follows:

- The first election will apply to vacation time accrued from January – June 2021, and any cash out payment of such vacation time will be made on June 30, 2021.
- The second election will apply to vacation time accrued from July 2021 – December 2021, and any cash out payment of such vacation time will be made on December 29, 2021.

Said Vacation Cash Out elections shall be irrevocable and will be paid on the dates in the Accrual Year as set forth above, assuming said employee was still employed by the Town as of each payment date in the Accrual Year and assuming said employee has the requisite number of time he/she elected for Cash Out on the books as of each payment date in the Accrual Year.

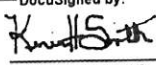
In all subsequent years of the Agreement: During the month of December, an employee may elect to receive a cash payment of up to one workweek’s worth of vacation (40 hours for 40-hour employees; 48 hours for 42-hour employees) (“Vacation Cash Out”) with said vacation time to be earned during the following calendar year (the “Accrual Year”). Said Vacation Cash Out election shall be irrevocable and will be paid in the pay period which contains December 1 of the Accrual Year, assuming said employee was still employed by the Town as of December 1 of the Accrual Year and assuming said employee has the requisite number of days he/she elected for Cash Out on the books as of December 1 of the Accrual Year.”

For:

AFSME Council 93  
LAEA – Public Safety

Town of Londonderry

DocuSigned by:  
  
12/7/2020  
Michael McQuillen Date  
President

DocuSigned by:  
  
12/4/2020  
Kevin H. Smith Date  
Town Manager

**Sidebar Agreement between  
Town of Londonderry and  
AFSCME Council 93 – LAEA Unit B, Town Administrative Personnel**

Whereas the undersigned parties, the Town of Londonderry and the American Federation of State, County and Municipal Employees (Council 93) LAEA – Town Administrative Employees (TAP) (the “Union”) agree to modify ARTICLE 16 VACATIONS paragraph 9, to read as follows:

“9. In year 1 of the Agreement: During the month of December 2020, an employee may elect, via two separate election forms, to receive, in calendar year 2021, two separate cash payments, each representing up to five (5) vacation days (or the equivalent of one workweek’s worth of vacation) (“Vacation Cash Out”), with said vacation time to be earned during the following calendar year (the “Accrual Year”) as follows:

- The first election will apply to vacation time accrued from January – June 2021, and any cash out payment of such vacation time will be made on June 30, 2021.
- The second election will apply to vacation time accrued from July 2021 – December 2021, and any cash out payment of such vacation time will be made on December 29, 2021.

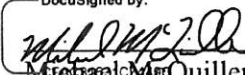
Said Vacation Cash Out elections shall be irrevocable and will be paid on the dates in the Accrual Year as set forth above, assuming said employee was still employed by the Town as of each payment date in the Accrual Year and assuming said employee has the requisite number of time he/she elected for Cash Out on the books as of each payment date in the Accrual Year.

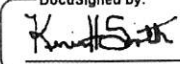
In all subsequent years of the Agreement: During the month of December, an employee may elect to receive a cash payment of up to five (5) vacation days (or the equivalent of one workweek’s worth of vacation) (“Vacation Cash Out”) with said vacation time to be earned during the following calendar year (the “Accrual Year”). Said Vacation Cash Out election shall be irrevocable and will be paid in the pay period which contains December 1 of the Accrual Year, assuming said employee was still employed by the Town as of December 1 of the Accrual Year and assuming said employee has the requisite number of days he/she elected for Cash Out on the books as of December 1 of the Accrual Year.”

For:

AFSME Council 93  
LAEA – TAP

Town of Londonderry

DocuSigned by:  
  
Michael McQuillen  
President  
11/24/2020  
Date

DocuSigned by:  
  
Kevin H. Smith  
Town Manager  
11/24/2020  
Date



**Sidebar Agreement between  
Town of Londonderry and  
Londonderry Police Employees Association (LPEA)**

Whereas the undersigned parties, the Town of Londonderry and the Londonderry Police Employees Association (LPEA) (the "Union") agree to modify ARTICLE 23 VACATIONS section 4, to read in its entirety as follows:

"4. Employees may accrue vacation up to two (2) times the yearly total to which the employee is entitled, provided the two (2) times threshold is never exceeded. In the event an employee exceeds the two (2) times threshold at any time such excess accrual shall be forfeited.

In year 1 of the Agreement: During the month of December 2020, an employee may elect, via two separate election forms, to receive, in calendar year 2021, two separate cash payments, each representing up to five (5) vacation days (or the equivalent of one workweek's worth of vacation) ("Vacation Cash Out"), with said vacation time to be earned during the following calendar year (the "Accrual Year") as follows:


- The first election will apply to vacation time accrued from January – June 2021, and any cash out payment of such vacation time will be made on June 30, 2021.
- The second election will apply to vacation time accrued from July 2021 – December 2021, and any cash out payment of such vacation time will be made on December 29, 2021.

Said Vacation Cash Out elections shall be irrevocable and will be paid on the dates in the Accrual Year as set forth above, assuming said employee was still employed by the Town as of each payment date in the Accrual Year and assuming said employee has the requisite number of time he/she elected for Cash Out on the books as of each payment date in the Accrual Year.

In all subsequent years of the Agreement: During the month of December, an employee may elect to receive a cash payment of up to five (5) vacation days (or the equivalent of one workweek's worth of vacation) ("Vacation Cash Out") with said vacation time to be earned during the following calendar year (the "Accrual Year"). Said Vacation Cash Out election shall be irrevocable and will be paid in the pay period which contains December 1 of the Accrual Year, assuming said employee was still employed by the Town as of December 1 of the Accrual Year and assuming said employee has the requisite number of days he/she elected for Cash Out on the books as of December 1 of the Accrual Year."

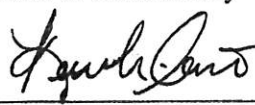
For:

Londonderry Police Employees Association

  
\_\_\_\_\_  
Garrett Malloy  
Chief Steward

11/20/20  
Date

Town of Londonderry

  
\_\_\_\_\_  
Kevin H. Smith  
Town Manager

11/23/2020  
Date

### Sidebar Agreement between Town of Londonderry and Londonderry Executive Employees Association

Whereas the undersigned parties, the Town of Londonderry and the Londonderry Executive Employees Association (LEEAA) (the "Union") agree to modify the second to last paragraph of ARTICLE 15 VACATIONS on page 9 of the Agreement to read as follows:

"In year 1 of the Agreement: If an employee covered by this contract is eligible for fifteen (15) or more days of vacation during the current service year, such employee may elect, during the month of December 2020, via two separate election forms, to receive in calendar year 2021, two separate cash payments, each representing up to five (5) vacation days (or the equivalent of one workweek's worth of vacation) ("Vacation Cash Out"), with said vacation time to be earned during the following calendar year (the "Accrual Year") as follows:

- The first election will apply to vacation time accrued from January – June 2021, and any cash out payment of such vacation time will be made on June 30, 2021.
- The second election will apply to vacation time accrued from July 2021 – December 2021, and any cash out payment of such vacation time will be made on December 29, 2021.

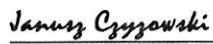
Said Vacation Cash Out elections shall be irrevocable and will be paid on the dates in the Accrual Year as set forth above, assuming said employee was still employed by the Town as of each payment date in the Accrual Year and assuming said employee has the requisite number of time he/she elected for Cash Out on the books as of each payment date in the Accrual Year.

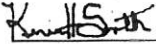
In all subsequent years of the Agreement: If an employee covered by this contract is eligible for fifteen (15) or more days of vacation during the current service year, such employee shall have the option of being paid for vacation time up to five (5) days (or the equivalent of one workweek's worth of vacation) as follows: during the month of December, an employee may elect to receive a cash payment of up to five (5) vacation days (or the equivalent of one workweek's worth of vacation) ("Vacation Cash Out") with said vacation time to be earned during the following calendar year (the "Accrual Year"). Said Vacation Cash Out election shall be irrevocable and will be paid in the pay period which contains December 1 of the Accrual Year, assuming said employee was still employed by the Town as of December 1 of the Accrual Year and assuming said employee has the requisite number of days he/she elected for Cash Out on the books as of December 1 of the Accrual Year."

For:

Londonderry Executive  
Employees Association

Town of Londonderry

DocuSigned by:  
  
Janusz Czyzowski  
President  
11/17/2020  
Date

DocuSigned by:  
  
Kevin H. Smith  
Town Manager  
11/17/2020  
Date

**Sidebar Agreement between  
Town of Londonderry and  
AFSCME Council 93 – LAEA Unit A, Public Safety**

Whereas the undersigned parties, the Town of Londonderry and the American Federation of State, County and Municipal Employees (Council 93) LAEA – Public Safety (the “Union”) agree as follows:

1. Modify ARTICLE 12 SCHEDULED WORK WEEK AND HOURS, paragraph 5, to read as follows:

“5. Non-exempt employees required to attend meetings, hearings, or another Town activity or who are otherwise required to work in excess of the normal work schedule due to operational requirements of their Department, shall be compensated in wages at a rate of one and one-half times for such extra hours worked, or subject to the mutual agreement of the Department Head and the employee, be granted compensatory time (“Comp Time”) at the rate of time and one-half (1.5) hours. With regard to Comp Time, the following rules shall apply:

- a. Comp Time may be accrued to a maximum balance of one normally scheduled/average work week (i.e., 40 hours for 40-hour normally scheduled work week employees; 42 hours for 42 average hour/week employees). When an employee uses a certain number of hours of Comp Time as time off, said number of hours shall be deducted from his/her Comp Time balance, and he/she may then subsequently re-earn, over time, the same amount of Comp Time up to his/her maximum balance (40 or 42 hours, whichever is applicable). Any hours worked in excess of the employee’s maximum Comp Time balance must be compensated as overtime.

- b. All Comp Time hours earned must be approved by the employee’s supervisor and recorded on a weekly basis. If the employee and supervisor do not mutually agree that the time shall be credited as Comp Time, it will be paid as overtime for that pay period. The Town and/or applicable Department will provide a mechanism through which Comp Time shall be recorded and approved.


- c. Use of Comp Time shall be by mutual agreement of the employee and the Department Head.

- d. Any unused Comp Time balance shall be paid at termination of employment, whether such termination is voluntary or involuntary.

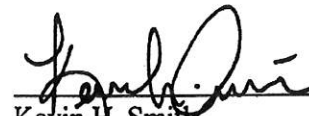
- e. For FY21 only, employees with a leftover balance of Comp Time (previously referred to as “Admin Time”) in FY20 may “carry over” up to 20 hours of such previously earned time (under the previous CBA) into their beginning FY21 Comp Time balance; however, at no time may an employee earn Comp Time over and above the applicable Comp Time maximum (40 or 42 hours).”

For:

AFSME Council 93  
LAEA – Public Safety

  
\_\_\_\_\_  
Michael McQuillen                      8/11/2020  
President                                      Date

Town of Londonderry

  
\_\_\_\_\_  
Kevin H. Smith                              8/11/2020  
Town Manager                              Date



Sidebar Agreement Between  
the  
Town of Londonderry  
and  
Londonderry Police Employees Association

Effective July 1, 2020

WHEREAS, the Town of Londonderry (“Town”) and the Londonderry Police Employees Association (“Union”) are parties to that certain collective bargaining agreement with a period running from July 1, 2020 through June 30, 2023 (the “Contract”); and

WHEREAS, the said parties now desire to amend the Contract.

NOW, THEREFORE, the Town and the Union agree as follows:

1. To modify ARTICLE 3 RECOGNITION to add the following position and associated job description to the list of positions for which the Union is the exclusive bargaining agent:
  - Vehicle Technician
2. To modify APPENDIX A: FY21 Wage Table as follows:
  - To remove the existing Wage Table Line for Animal Control Officer which would start at \$19.94/hour and end at \$28.37/hour in the current FY21 Wage Table, and instead replace it with a single hourly rate of \$30.60/hour (which is inclusive of the FY21 COLA);
  - To add a Wage Table Line for the Vehicle Technician, with an hourly rate of \$30.60/hour (which is inclusive of the FY21 COLA).
  - To add, under the “Coordinator Assignment” section of the Wage Table, “Records Coordinator,” with an accompanying “Coordinator Assignment Increase” of 4%.
3. To accept the job description for the part-time position of Vehicle Technician attached as Exhibit A to this Sidebar Agreement.
4. To strike Article 11 HOURS OF WORK AND OVERTIME Section 1(f) in its entirety and to replace it with the following:

g. The Conservation Ranger, Animal Control Officer and Vehicle Technician will work as Regular Part-Time Employees with an assigned schedule of M-F, 10:00 AM — 2:00 PM, and thus, a 20-hour workweek. However, it is anticipated and agreed that such hours may change based upon the seasonal needs related to the position, including weekend hours when necessary. Due to the nature of the positions, it is understood and agreed that the Conservation Ranger, Animal Control Officer, and Vehicle Technician may work less than 2 hours at a time on any given day, and as such, the Town has no obligation to pay the Conservation Ranger, Animal Control Officer, or Vehicle Technician for a “2-hour minimum.” Note also that the Conservation Ranger, Animal Control

Officer, and Vehicle Technician shall not work more than 1,352 hours in a calendar year, and in no event shall they work more than 40 hours in any given workweek unless pre-approved by the Chief of Police or his designee. The Conservation Ranger, Animal Control Officer, and Vehicle Technician shall only be paid overtime in the event that they work in excess of 40 hours on their Conservation Ranger, Animal Control Officer, or Vehicle Technician duties, as the case may be, in any given workweek.

5. To strike Article 15 OUTSIDE WORK DETAILS Section 2 in its entirety and to replace it with the following:

The Conservation Ranger, Animal Control Officer, and Vehicle Technician will be permitted to work outside details at the discretion of the Chief of Police or his designee. He/she will only be offered an outside work detail after all other permanent qualified sworn personnel have had an opportunity to accept or decline a detail and before a detail is sent "out of town" to be filled. The Conservation Ranger, Animal Control Officer, and Vehicle Technician will be paid a detail rate of \$50/hour regardless of the amount billed to the vendor.

6. To strike Article 17 INSURANCE Section 9 in its entirety and to replace it with the following:

9. Medical Insurance Payments for Certain (Retired) Regular Part-Time Employees:

9.a. Upon their re-hire, the Town will agree to pay the difference between the total applicable monthly medical premium cost of a Regular Part-Time employee's retiree insurance premium and the retiree's cost which shall be equal to the amount of the medical subsidy paid by the New Hampshire Retirement system for the following narrow class of Regular Part-time employees in the Union: Employees who have worked 20+ years for LPD in a Group II capacity who retire but return to work in a Regular Part-Time position covered by the Union, who elect to enroll in one of the Town's retiree insurance plans and who qualify for the NHRS medical subsidy (meaning, such employee was active (actively contributing) or retired as of June 30, 2000 AND was an active Group II member at the time of retirement AND retired under one of the following provisions: (1) a Service Retirement with a minimum of 20 years of Group II creditable service; or (2) a Service Retirement at age 60 with no minimum service required; or (3) an Ordinary Disability Retirement (non-duty related) or (4) a Disability Retirement as the natural and proximate result of injuries suffered while in the performance of duty, assuming such retiree became a member of Group II before July 1, 2005). If such Regular Part-Time employees covered by this Section 9 opt to participate in the retiree Lumenos plan and are eligible to contribute to a health savings account (HSA), the Town will contribute, during the first full pay period of July of each fiscal year, the following amounts to the employee's HSA: \$1,000 for single coverage or \$2,000 for two-person or family coverage. The Regular Part-Time employees covered by this section shall only be entitled to one such HSA contribution made by the Town during each fiscal year; in other words, if an employee receives an HSA contribution as a full-time employee prior to his/her retirement and subsequent return to work as a Regular Part-Time employee covered by this paragraph 9, he/she shall not then be eligible for a second Town-provided HSA contribution as a retiree during the same fiscal year.

9.b. The (Retired) Regular Part-Time Employees covered by this Section 9 shall not be eligible for any Town-provided premium payments for retiree dental insurance.

9.c. The (Retired) Regular Part-Time Employees covered by this Section 9 shall not be eligible for any opt-out payment should they decide not to, or not be permitted to, enroll in the Town's retiree health insurance (for example, due to Medicare eligibility rules). For all intents and purposes, the (Retired) Part-Time Employees covered by this Section 9 remain subject to all applicable retiree insurance rules and regulations which may be promulgated by NHRS, the medical insurance provider, the federal government, and/or the state government.

7. To strike Article 18 SICK LEAVE Section 6 in its entirety and to replace it with the following:

6. The Conservation Ranger, Animal Control Officer, and Vehicle Technician will accrue sick time on a pro-rata basis, and such accrual rate will be based upon a 20-hour workweek. Upon leaving employment of the Town for any reason other than cause, the Conservation Ranger, Animal Control Officer, and Vehicle Technician shall be eligible for a pro-rated payment of accumulated sick leave as follows:

1-5 years of service (in such positions listed above): 5 workdays (20 hours)  
6+ years of service (in such positions listed above): 10 workdays (40 hours)

8. To strike Article 22 UNIFORM ALLOWANCE Section 4 in its entirety and to replace to replace it with the following:

4. Upon initial assignment to the position of Conservation Ranger, Animal Control Officer, or Vehicle Technician, each such employee will be issued the necessary uniform items required to serve in said capacity. In subsequent fiscal years, the annual uniform allowance for the Conservation Ranger, Animal Control Officer, and Vehicle Technician shall be \$400 for the purpose of cleaning and replacing worn and unserviceable clothing. Such uniform allowances shall be paid in the second pay period of July as a lump sum through payroll and are subject to applicable taxes and withholding.

9. To strike Article 23 VACATIONS Section 12 in its entirety and to replace it with the following:

10. The Conservation Ranger, Animal Control Officer, and Vehicle Technician will accrue vacation time on a pro-rata basis, and such accrual rate will be based upon a 20-hour workweek. Upon leaving employment of the Town for any reason other than cause, the Conservation Ranger, Animal Control Officer, and Vehicle Technician shall be eligible for payout accumulated vacation time; however, such payout shall not exceed the equivalent of 10 workdays (40 hours).

This Sidebar Agreement shall remain in full force and effect until such time as a successor agreement has been signed. In all other respects, the Union and the Town hereby ratify and reaffirm the Contract.

For:

Londonderry Police Employees  
Association:

Town of Londonderry

---

---



Garrett M. Malloy  
President

6/18/20  
Date



Kevin H. Smith  
Town Manager

6/18/2020  
Date

**Add Exhibit A, Vehicle Technician Job Description**



**Memorandum of Understanding between  
Town of Londonderry and  
Londonderry Professional Firefighters' Association NH Local 3160**

Whereas, for the duration of the COVID-19 crisis, the Town of Londonderry and the Londonderry Professional Firefighters' Association NH Local 3160 (the "Union") agree to the following temporary measures to become effective April 5, 2020:

1. With regard to ARTICLE XXII WAGES AND HOURS, Paragraph D, the Town and the Union agree to suspend the current schedule of Telecommunication Operators ("TCOs") whereby they work 8-hour shifts with four (4) days on followed by two (2) days off. Instead, the Town and Union agree that for the duration of the COVID-19 crisis, TCOs will work one (1) 24-hour shift, followed by three (3) days off ("Temporary Schedule").
2. For the duration of the Temporary Schedule, the Town and the Union further agree to the following:
  - a) TCOs will be paid only for hours worked in a pay week, to include overtime at a rate of time and one half for all hours worked in excess of forty (40) hours in a single pay week.
  - b) The provision in Article XXII WAGES AND HOURS, Paragraph 5 with regard to Shift Differentials will not apply.
  - c) TCOs will remain 40-hour Members with regard to accruals as well as the Town's insurance plans. However, with regard to the use of leave time, TCOs will use leave in accordance with the number of hours each TCO is scheduled to work in a certain pay week.

By way of examples:

- Assume, in a particular pay week, a TCO is scheduled to work only one 24-hour shift, but intends to use half the shift as vacation time. Such TCO will be paid for 12 hours at straight time and charged 12 hours of vacation time.
  - Assume, in a particular pay week, a TCO is scheduled to work two 24-hour shifts (for a total of 48 hours). If the TCO takes 12 hours of vacation, the TCO will be paid as follows: 36 hours at straight time and charged 12 hours of vacation time (in order to arrive at their 48-hour schedule for the week).
  - Assume, in a particular pay week, a TCO is scheduled to work two 24-hour shifts (for a total of 48 hours). If the TCO takes 6 hours of vacation, the TCO will be paid as follows: 40 hours' straight time, 2 hours of overtime, and 6 hours of vacation time (in order to arrive at their 48-hour schedule for the week).
- d) The provision in Paragraph 4, Article XXIII OVERTIME, which provides that Telecommunications Operators shall not work more than sixteen (16) hours consecutively shall be inapplicable; however, the Town and Union will endeavor to ensure that TCOs do not work more than 24 hours consecutively.

This Memorandum of Understanding shall remain in full force and effect until such time as the "Stay at Home" Emergency Order issued by Governor of New Hampshire is lifted; however, the parties by mutual agreement may extend this Memorandum of Understanding if it is in the best interest of both parties to do so.


Date of Execution: April 3, 2020

For:

Local NH IAFF 3160

\_\_\_\_\_  
Mark Brien  
President

Town of Londonderry

  
\_\_\_\_\_  
Kevin H. Smith  
Town Manager

ATTACHMENT 2

**AGREEMENT FOR  
EMERGENCY DISPATCH SERVICES BETWEEN  
THE TOWN OF HAMPSTEAD AND THE TOWN OF LONDONDERRY**

**WHEREAS**, a geographic and economic similarity exists between the Town of Londonderry and Town of Hampstead to maintain Fire/Emergency Medical Dispatch Services; and

**WHEREAS**, the Town of Londonderry/Londonderry Fire Department (collectively, "Londonderry") desires to provide Fire/Emergency Medical Dispatch Services to the Town of Hampstead/Hampstead Fire Department (collectively, "Hampstead");

**WHEREAS**, Hampstead desires for Londonderry to provide the necessary Fire/Emergency Medical Dispatch Services to Hampstead; and

**WHEREAS**, Chapter 53-A of the New Hampshire Revised Statute Annotated permits towns to enter into agreements to the mutual advantage of two or more communities when the communities will be best served by such mutual cooperation.

**THEREFORE**, in consideration of mutual covenants and agreements hereinafter set forth, Londonderry and Hampstead hereby agree to join together in fulfilling their responsibilities imposed by law for providing Fire/Emergency Medical Dispatch Services to their constituencies and citizens and to exercise all powers available to them for acquiring, constructing, financing, managing, and operating a Fire/Emergency Medical Dispatch Center for their needs in accordance with the articles set out below, effective on the date signed by the Londonderry Town Manager and Fire Chief, both duly authorized by a vote of the Londonderry Town Council, and also signed by the Hampstead Board of Selectmen and Fire Chief.

**THE PARTIES HERETO AGREE AS FOLLOWS:**

**1. THE AGREEMENT**

1.1 The Agreement consists of this executed document and Exhibit A thereto, collectively constituting the entire integrated Agreement between Londonderry and Hampstead. The Agreement supersedes all prior negotiations, representations, understandings, or Agreements, either written or oral on the same subject matter. The Agreement shall not be modified or amended except upon written instrument executed by both parties and as approved or acquiesced to pursuant to RSA 53-A by the New Hampshire Attorney General.

1.2 Except as expressly stated herein, this Agreement is fully integrated and is to be construed without reference to other documents, correspondence between parties, circumstances, or practices. This executed document shall take control and take precedence over all terms, conditions and provisions set forth in said attachments and exhibits, if any.



1.3 This Agreement shall be submitted to the New Hampshire Attorney General for approval as required by RSA 53-A:3, V. The Agreement shall become effective upon approval by the Attorney General or the passage of thirty (30) days from submittal to the Attorney General without notice of disapproval.

## 2. SCOPE OF SERVICES

2.1 Beginning on the date both parties have signed this Agreement (the "Effective Date"), and continuing until December 31, 2022 (the "Initial Term") unless sooner terminated pursuant to this Agreement, Londonderry shall provide emergency ambulance and fire dispatch services to pursuant to the terms and provisions of this Agreement. Londonderry shall conduct all necessary due diligence and exercise such necessary control to ensure that the work is provided pursuant to state and local guidelines and within professional methods.

2.2 Londonderry agrees to furnish full-time, twenty-four hour emergency dispatch services to Hampstead, throughout the term of the Agreement.

2.3 Londonderry shall utilize the dispatch radio and equipment presently in place at the Londonderry Dispatch Center and other equipment as may be needed by the dispatch center, which is owned by Londonderry. Londonderry shall be solely responsible for the cost of replacement and additional equipment in the Londonderry dispatch center, as necessary.

2.4 Hampstead shall utilize the dispatch and radio equipment presently in service and being used by Hampstead, which is owned by Hampstead. Hampstead shall be solely responsible for the cost of replacement and additional equipment, as necessary. Hampstead shall be solely responsible for rectifying coverage deficiencies in Hampstead and for purchasing and installing such equipment and software as may be necessary to reach and integrate with Londonderry.

2.5 Londonderry shall provide at least one (1) trained Fire/EMS dispatcher for the reception and the transmittal of all emergency calls on a continuous basis. The Londonderry Fire Alarm/Communications Center shall provide contingency services and planning in the event that there is a disruption of services so that there will be no interruptions in continuous service.

2.6 Londonderry maintains sole responsibility for the recruitment, employment, and supervision of the employees assigned to the Londonderry Fire Alarm/Communications Center. If Hampstead, has a concern about any member of Londonderry's personnel, the Hampstead Fire Chief shall bring the concern to the attention of the Londonderry Fire Chief and/or his designee.

2.7 Hampstead shall notify and supply Londonderry with all updates of new roads, town maps, subdivisions, developments and other changes that would impact Londonderry's ability to timely perform its obligations under this Agreement. Londonderry shall then update its Red Alert Software (or comparable system then used by the department) in order to maintain all

directories, maps, alarm response plans, personnel rosters, and Town information supplied by Hampstead, to effectively provide dispatching services. Hampstead shall indemnify and hold harmless Londonderry from and against any claims, causes of action or damages of any kind that relate to Hampstead's failure to timely provide necessary information to Londonderry.

2.8 Londonderry adheres to current, best practices and standards for dispatching. However, it is acknowledged that dispatching terminology and customs differ from department to department. As Londonderry currently provides dispatching services to other communities, Hampstead agrees to make reasonable modifications to its practices in order to conform to Londonderry's customs and practices for dispatching calls.

2.9 This Agreement shall automatically extend for three (3) additional terms of one (1) year each ("Renewal Terms"), unless Hampstead provides Londonderry written notice of intention not to renew at least sixty (60) days prior to the expiration of the Initial Term or Renewal Term, as the case may be.

2.10 Any upgrades to computer security infrastructure the need for which arises, in Londonderry's reasonable judgment, during the term of this Agreement will split between Hampstead and Londonderry, provided, however, that neither party's share of such upgrades shall exceed \$5,000 without the written consent of both parties.

### 3. COMPENSATION

3.1 Londonderry shall invoice Hampstead within thirty days after the Effective Date, and then annually on or around January 1<sup>st</sup> if this Agreement is renewed, as follows:

TERM	ANNUAL PAYMENT
Year — 1 (Effective Date-December 31, 2022) )	\$59,091.10
Year — 2 (January 1, 2023-December 31, 2023)	3.5% \$61,159.30
Year — 3 (January 1, 2024-December 31, 2024)	4.0 % \$63,605.70
Year — 4 (January 1, 2025-December 31, 2025)	4.5% \$66,468.00

3.2 Hampstead shall pay Londonderry's invoice within thirty (30) days of the invoice date, provided that this Agreement is not cancelled as herein specifically permitted during its term. In the event of such cancellation, payment due shall be prorated to the date of termination and no further payments shall be due after the date of termination.

3.3 The costs of purchasing, installing, integrating, and carrying the First Arriving and/or Red Alert systems presented to Hampstead as optional in Londonderry's proposal are in addition to the annual contract amounts contained in § 3.1.

3.4 All payments shall be sent to:

Town of Londonderry  
Director of Finance  
268 Mammoth Road  
Londonderry, NH 03053

3.5 All other correspondence and notices shall be sent to:

Fire Chief  
Londonderry Fire Department  
280 Mammoth Road  
Londonderry, NH 03053

3.6 Hampstead agrees to bear any and all costs associated with start-up costs, telephone line(s), and telephone and IT service(s) associated with from receiving dispatch services from Londonderry. Any new equipment, materials and/or services shall be compatible with the existing Londonderry Fire Alarm/Communications Center equipment. Any equipment supplied to the Londonderry Fire Alarm/Communications Center for use in dispatching to Hampstead shall remain the property of Hampstead and returned at the end of the Agreement term unless another mutually acceptable arrangement is agreed to. The parties shall develop an equipment list, Exhibit A, which shall be updated as equipment is replaced or added.

#### **4. BOOKS AND RECORDS**

4.1 Londonderry will maintain or cause to be maintained all records, books, or other documents relative to all changes or any other matter involving its performance of the Agreement or demand for compensation from Hampstead for a period not less than three (3) years from the date of final payment for equipment and services performed under this Agreement.

#### **5. INSURANCE**

5.1 Each party shall secure and maintain general Liability Coverage for the duration of this Agreement. Each party shall be solely responsible for its costs for such coverage.

5.2 Each party shall have Certificates of Coverage for Coverage for Public Entity Liability and Automobile Liability. Each party shall be solely responsible for its costs for the public entity liability and automobile liability coverage.

5.3 Each party shall maintain workers' compensation insurance required under New Hampshire Law. Each party shall be solely responsible for its costs for workers' compensation insurance.

## **6. MISCELLANEOUS AND LIMITATIONS**

6.1 Except as permitted under this Agreement, Londonderry shall not reduce any portion of its services under this Agreement without Hampstead's express, prior written consent.

6.2 With the exception of updating any Hampstead equipment lists prepared in conjunction with Section 3.5 above, this Agreement may be amended only pursuant to a written amendment executed by Londonderry and Hampstead.

6.3 Both towns agree to form a dispatch committee comprised of the Londonderry Fire Chief or his/her designee, and the Hampstead Fire Chief or his/her designee. The committee shall have the responsibility of recommending to the Londonderry Fire Chief dispatch methods, procedures, information, records, and equipment necessary for providing the dispatch services covered under this Agreement. The committee shall meet at least semi-annually at a mutual time, and from time to time as necessary. Adoption, modification or rejection of the committee's recommendations shall be solely in the discretion of the Londonderry Fire Chief.

## **7 BREACH OF AGREEMENT AND OPPORTUNITY TO CURE**

7.1 In the event of a claim of a material breach of the Agreement, Hampstead may send written notice to Londonderry of its intention to terminate the Agreement. Once notified, Londonderry shall have fifteen (15) calendar days to commence to cure such material breach. If Londonderry has not commenced to cure such material breach within fifteen (15) calendar days, Hampstead may, upon sending a second written notice, terminate the Agreement, and the fee due to Londonderry shall be prorated to the date of the original written notice of material breach.

7.2 In the event of a claim of a material breach of the Agreement, Londonderry may send written notice to Hampstead of its intention to terminate the Agreement. Unless the breach is cured as set forth in this section 7.2, the termination shall be effective one hundred twenty (120) calendar days after the date of the notice. Once notified, Hampstead shall have fifteen (15) calendar days to cure such material breach. If Hampstead has not cured such material breach within fifteen (15) calendar days, Londonderry may, upon sending a second written notice, terminate the Agreement, and the fee due to Londonderry shall be prorated to the date of the original written notice of material breach.

## **8 GOVERNING LAWS**

8.1 This Agreement, including any amendments pursuant to section 6.2 above, shall be governed by and interpreted pursuant to the laws of the State of New Hampshire. The Rockingham County Superior Court shall be the exclusive forum for jurisdiction and venue over



any claims related to it arising from this Agreement, and all parties expressly consent to the jurisdiction and venue thereof.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal the day and year written.

**LONDONDERRY ACTING TOWN MANAGER, duly authorized by vote of the Londonderry Town Council to sign on behalf of Londonderry:**

Michael J. Malaguti  
Michael J. Malaguti

3/15/22  
Date

[Signature]  
Witness

**FIRE CHIEF, duly authorized to sign on behalf of Londonderry:**

Darren O'Brien  
Darren O'Brien  
Fire Chief

03-15-2022  
Date

Michael J. Malaguti  
Witness

**SELECTMEN, TOWN OF HAMPSTEAD, duly authorized to sign on behalf of Hampstead:**

[Signature]  
[Illegible]

3-1-22  
Date

[Signature]  
Witness

[Signature]

3/14/22  
Date

[Signature]  
Witness

[Signature]

3/14/22  
Date

[Signature]  
Witness

[Signature]

3/9/22  
Date

[Signature]  
Witness

**FIRE CHIEF, duly authorized to sign on behalf of Hampstead:**

Michael W. Lavin  
Michael Carrier  
Fire Chief

3/14/22  
Date

\_\_\_\_\_  
Witness

ATTACHMENT 3

## Michael Malaguti

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**From:** Dave Wholley  
**Sent:** Thursday, March 10, 2022 1:20 PM  
**To:** Michael Malaguti  
**Cc:** Catherine Blash  
**Subject:** Before and After  
**Attachments:** Senior Center Cubicle BEFORE.jpg; Senior Center Cubicle AFTER.jpg

Mike,

On January 24, 2022 the Town Council approved Order#2022-02 supporting removal of the temporary plexiglass (installed at the onset of Covid) and permanently installing a glass partition around the greeters desk as you enter the Senior Center. This partition will ensure we have the best level of protection for face to face greetings for many years to come regardless of a pandemic. It will help reduce exposure as well during any flu and cold season as well. More importantly there were always constant drafts blowing on the greeters being so close to the opening and closing of the exterior doorway. This unit has a custom insulated fit right to the wall next to the fire box and will greatly reduce those cold and hot drafts. It also has a speaker installed directly into the glass assisting everyone experiencing hearing issues.

Please view the before and after photos attached now that it was completed today. I think they speak for themselves.



In closing I believe everyone is very pleased with the finished product and wish to thank the board for their support should you wish to share with them.

Respectfully,

*Dave Wholley*

Director of Public Works and Municipal Facilities  
Town of Londonderry, NH  
603-432-1100 x152  
[dwholley@londonderrynh.org](mailto:dwholley@londonderrynh.org)

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This email was scanned by Bitdefender







ATTACHMENT 4

**Генеральне консульство  
України в Нью-Йорку**

240 Іст 49 Стріт, Нью-Йорк, НЙ 10017

+1 (212) 371 69 65,  
+1 (212) 371 55 47 (fax), gc\_usn@mfa.gov.ua



**The Consulate General  
of Ukraine in New York**

240 East 49th Street, New York, NY 10017

[ny.mfa.gov.ua](http://ny.mfa.gov.ua)

March 15, 2022

The Honorable Michael Malaguti  
Town Manager of Londonderry  
268B Mammoth Road  
Londonderry, NH 03053

**Dear Mr. Malaguti,**

On February 24, 2022 the Russian Federation waged full-scale war on Ukraine and to this day continues its barbaric assault on the Ukrainian territory attacking from the air, sea and by land.

Every day Ukraine faces an unprecedented escalation of the military aggression that has rapidly developed from occupying our land, hitting critical infrastructure to missile strikes and cluster bombings of peaceful residential blocks causing mass casualties of civilians, innocent men, women, and children, breaking all possible rules and principles of international and humanitarian law.

As you are reading this letter, our people, schools, kindergartens, hospitals and infrastructure remain under the intense shelling, shootings and rocket strikes by the Russian Armed Forces, the largest on the European continent and – we know that for sure now – the most inhuman army in the world.

In these dire times for Ukraine, I am writing to you with the following request: I call on you and citizens of your esteemed city to express your solidarity with Ukrainians and revise your city's "sister-cooperation" with Russian Vologda with a view to stop or suspend it.

The modern concept of sister cities partnership has its roots in the Second World War as a way of establishing solidarity links between cities in allied countries that went through similar devastating events.

I am confident, this inspiring movement initiated in Coventry (England, UK) severely bombed by on 14 November 1940 has nothing to do with reputation-ruining ties with Russia perpetrating today the very same war crimes and atrocities as those committed by Nazis 82 years ago.

As we count on every supportive voice by responsible members of international community, I thank you in advance for your favorable consideration of this request and for very much anticipated follow-up steps in this regard.

*Sincerely,* 

**Oleksii Holubov**  
Consul General of Ukraine in New York

VOLOGDA, USSR  
AND  
LONDONDERRY, NH, USA  
TWIN CITIES RESOLUTION

May 6, 1991

**WHEREAS** The City of Vologda, USSR and the Town of Londonderry, New Hampshire, USA, wish to establish friendly ties between them which corresponds to the relationship between the Soviet Union and the United States and is to the mutual interest of the Vologda and Londonderry citizens, and

**WHEREAS** Such friendly ties contribute greatly to peace, friendship and mutual understanding, and

**WHEREAS** This resolution upon its acceptance and signature by representatives of both municipalities shall constitute the partners' agreement between the City Executive Committee of the People's Deputies Soviet of Vologda and the Town of Londonderry;

**NOW THEREFORE BE IT RESOLVED** the parties mutually agree to the following:

1. To exchange information about the social life of the communities by newspaper and other mass communications media.
2. To exchange experience in the field of environmental protection, management of the municipal economy, planning, building, education, public health, social problems, culture and sports.
3. By finding possibilities of direct economic cooperation in those segments of the economy which are of mutual interest, and
4. By exchanging delegations at all levels and tourist group involving broad sections of the public and particularly young people.

**BE IT FURTHER RESOLVED** the above defined objectives shall be carried out in accord with the financial and other considerations of the municipalities based on mutual economic obligations, and more particularly the city which sends its delegation to the other shall pay for the round trip flight to the host city, and the host city shall pay the other usual and customary living expenses while visiting the host community; and

**BE IT FURTHER RESOLVED** this agreement shall be prepared in Russian and English shall continue in perpetuity except either party may terminate this understanding upon providing the other with three months advance written notice of cancellation. Each language version shall be of equal validity.

On behalf of Vologda, USSR

*[Handwritten signature]*  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

On behalf of Londonderry, NH

*[Handwritten signature]*  
 \_\_\_\_\_  
*[Handwritten signature]*  
 \_\_\_\_\_  
*[Handwritten signature]*  
 \_\_\_\_\_  
*[Handwritten signature]*  
 \_\_\_\_\_



ATTACHMENT 5



## NEW HAMPSHIRE HOMEOWNER ASSISTANCE FUND FACT SHEET

<b>Background</b>	<ul style="list-style-type: none"> <li>The American Rescue Plan Act of 2021 provided for the Homeowner Assistance Fund (HAF).</li> <li>The US Department of Treasury awarded the State of New Hampshire \$50 million to fund the New Hampshire Homeowner Assistance Fund (NH HAF).</li> <li>The State of New Hampshire, through the Governor's Office for Emergency Relief and Recovery (GOFERR), has contracted with New Hampshire Housing to administer the program.</li> </ul>
<b>Purpose</b>	<ul style="list-style-type: none"> <li>The program provides aid to eligible residents of New Hampshire who are struggling to pay their mortgage, property taxes, utility bills, and other housing costs during the COVID-19 pandemic.</li> </ul>
<b>NH HAF Assistance Provisions</b>	<ul style="list-style-type: none"> <li>NH HAF program offers three types of assistance, with maximum benefit per property of \$20,000:             <ul style="list-style-type: none"> <li>Mortgage Loan Reinstatement – funds for delinquent mortgage payments (maximum benefit - \$20,000)</li> <li>Property Charges Default Resolution – funds for delinquent property taxes, homeowner insurance, homeowner association or condominium fees/dues, and co-op maintenance or lot rents (maximum benefit - \$20,000)</li> <li>Utility / Internet Payment Assistance – funds for delinquent utility (electricity, gas, heating fuel costs, water &amp; sewer, and internet payments (maximum benefit - \$3,000)</li> </ul> </li> </ul>
<b>Loss Mitigation Requirement for Mortgage Loan Reinstatement</b>	<ul style="list-style-type: none"> <li>Eligible homeowners applying for the Mortgage Loan Reinstatement Program will be required to complete loss mitigation efforts with their servicer prior to receiving NH HAF funds. An exception clause is in place for those:             <ul style="list-style-type: none"> <li>Whose servicer has not been timely and responsive with homeowner's loss mitigation efforts; or</li> <li>Who have demonstrated imminent threat of losing their home, which makes it unlikely that loss mitigation can be completed in time; or</li> <li>Who for other good cause when other extenuating circumstances outside of the homeowner's control prevent completion of loss mitigation.</li> </ul> </li> </ul>
<b>Form of Assistance</b>	<ul style="list-style-type: none"> <li>Cumulative assistance less than \$5,000 will be structured as a non-recourse grant.</li> <li>Cumulative assistance equal to or more than \$5,000 will be structured as a two-year, non-interest bearing, non-amortizing, forgivable grant with recorded note and mortgage. The grant is due in full upon sale, cash-out refinance, or transfer of ownership. If none of these events occur within two years, the grant will be fully forgiven, and the note and mortgage released.</li> </ul>
<b>Eligible Homeowners</b>	<ul style="list-style-type: none"> <li>Must have experienced a coronavirus pandemic-related reduction in income or increase in expenses that occurred after January 21, 2020 or began prior to but continued after that date;</li> <li>Must currently own and occupy the New Hampshire property as their primary residence;</li> <li>If a tax deed has occurred, homeowner must have an equitable, statutory, or other right to reclaim legal ownership and must still occupy the property as their primary residence;</li> <li>Must have income(s) of equal to or less than 125% of Area Median Income.</li> </ul>
<b>Eligible Properties</b>	<ul style="list-style-type: none"> <li>Must be owner occupied, or in the case of a land contract or contract for deed, occupied by the documented buyer, and include:             <ul style="list-style-type: none"> <li>Single-family (attached or detached) properties;</li> <li>Condominium units;</li> <li>1 – 4 unit properties where one of the units is homeowner's primary residence;</li> <li>Manufactured/modular homes permanently affixed to real property and taxed as real estate;</li> <li>Manufactured homes not permanently affixed to real property but with a Title Certificate or Statement of Ownership in the homeowner's name.</li> </ul> </li> <li>Ineligible: Vacant or abandoned properties, second homes and investment properties.</li> </ul>
<b>Resources &amp; Program Application</b>	<ul style="list-style-type: none"> <li>Visit <a href="https://HomeHelpNH.org">HomeHelpNH.org</a> for information and to apply for assistance from NH HAF program</li> <li>For assistance with application, financial counseling, and other resources, contact: <b>AHEAD</b> - (800) 974-1377 x1014   <a href="https://HomesAhead.org">HomesAhead.org</a></li> <li>For assistance due to immediate threat of foreclosure, tax deed, or sheriff's sale, contact: <b>603 Legal Aid</b> – (603) 224-3333   <a href="https://NHLegalAid.org">NHLegalAid.org</a></li> </ul>

ATTACHMENT 6





March 16, 2022

Ms. Colleen Mailloux, Town Planner  
Town of Londonderry  
268B Mammoth Road  
Londonderry, NH 03053  
Email: [cmailloux@londonderrynh.org](mailto:cmailloux@londonderrynh.org)

Re: Phase VI Multi-Use Path, Londonderry, NH  
Londonderry #42508 / Federal Project No. X-A004(880)

Dear Ms. Mailloux:

Hoyle, Tanner & Associates, Inc. (Hoyle Tanner) is working with the Town of Londonderry that has targeted improvements on the Phase VI segment of the Town's Multi-Use Path. To complete the Phase VI segment of the path, the Town has applied for funding from the Federal Highway Administration (FHWA) through the Transportation Alternative Program (TAP). The purpose of the Phase VI Multi-Use Path TAP project is to provide safe pedestrian connectivity from the existing multi-use path facilities to the City line at Manchester, which is needed to accomplish the Granite State Rail Trail goal of providing a continuous multi-use path within New Hampshire from Salem to Lebanon.

The proposed project anticipates constructing approximately 1.1 miles of multi-use path from the Phase V terminus to the Londonderry / Bouchard Street in Manchester town line. The proposed path will be predominantly 10 feet wide to match the Phase V trail. Starting at the Phase V terminus, the proposed trail will turn north, parallel to Harvey Road, for roughly 350 feet to just north of the Little Cohas Brook crossing. The existing culvert for this crossing is being extended and improved by a separate Town of Londonderry project that will be complete prior to construction of the Phase VI path. Just north of the Little Cohas crossing, the proposed path will cross Harvey Road and continue west for 200 feet through an existing break in the forested area to the perimeter fence for the Manchester-Boston Regional Airport. Once at the fence, the path will turn north and parallel the fence for approximately 3,200' where it then crosses Navigator Road. North of Navigator Road the path will be situated in a grass strip between the northbound side of Kelly Avenue and an industrial/commercial parking lot to the east, for a length of 1,150' to a crosswalk at George Avenue. The path will then continue northward along Kelly Avenue from George Avenue to Bouchard Street in Manchester, a length of approximately 760'. A location map is enclosed for your review.

The Town is in the process of evaluating the potential environmental impacts associated with the project. To assist in this evaluation, I am asking that you provide comments relative to the project's potential impacts on environmental, social, economic or cultural resources, by responding to the following questions.

1. Does the Town have a list of priority mitigation efforts (Top 10 Priority List) that the DOT may evaluate and consider undertaking if it is determined that the project does in fact require mitigation? If so, please provide the list. (e.g. problematic culvert/bridge crossings, land protection, habitat restoration, etc.)



2. Are there any existing or proposed community or regional plans that might have a bearing on this project?
3. Are there any natural resources of significance in the vicinity of the project? (e.g. prime wetlands, floodplains, rare species, etc.) Are there any known wildlife corridors or habitat strongholds in the vicinity of the project?
4. Are there any cultural resources of significance in the vicinity of the project? (e.g. stone walls, cemeteries, historical or archeological resources, etc.) Please note that Section 106 of the National Historic Preservation Act offers those that possess a direct interest in historical resources, including town officials, Historical Societies, and Historical Commissions, an opportunity to become more involved in an advisory role during project development as "Consulting Parties." Those interested should contact the Department.
5. Are there any public parks, recreation areas, conservation lands, or wildlife/waterfowl refuges in the vicinity of the project? Have Land & Water Conservation Funds been used in the project area?
6. Are there any locally or regionally significant water resources or related protection areas in the project vicinity? (e.g. public water supplies, wellhead protection areas, aquifer protection districts, etc.)
7. Are there any water quality concerns that should be addressed during the development of this project? (e.g. stormwater management, NPDES Phase II, impaired waters, etc.)
8. Are you aware of any existing or potential hazardous materials or contaminants in the vicinity of the project? Are there asbestos landfills or asbestos containing utility pipes located within the project limits?
9. Do you have any environmental concerns not previously noted (e.g. noise impacts, farmland conversion, etc.) that you feel the Department should be aware of for this project?
10. Will the proposed project have a significant effect upon the surrounding area? If so, please explain.
11. Are you aware of any existing roadside populations of non-native invasive plant species (such as Japanese knotweed, phragmites, or purple loosestrife) in the project area?

This letter has been sent to the following departments, boards, and/or commissions:

- Town Council
- Town Manger
- Planning Board
- Fire Department
- Police Department
- Town Public Works and Municipal Facilities
- Town Engineering and Environmental Services
- Conservation Commission
- Heritage/Historic District Commission
- Historical Society

The tentative advertising date for this project is in the fall of 2022.

Hoyle, Tanner requests that you review this information at your earliest convenience and submit any written comments you may have to: Deb Coon, Environmental Coordinator, Hoyle, Tanner & Associates, Inc., 150 Dow Street, Manchester. Comments also may be submitted by e-mail to: [dcoon@hoyletanner.com](mailto:dcoon@hoyletanner.com).

Should you have any questions I can be reached by email or (603) 460-5154. Thank you for your time.

Sincerely,

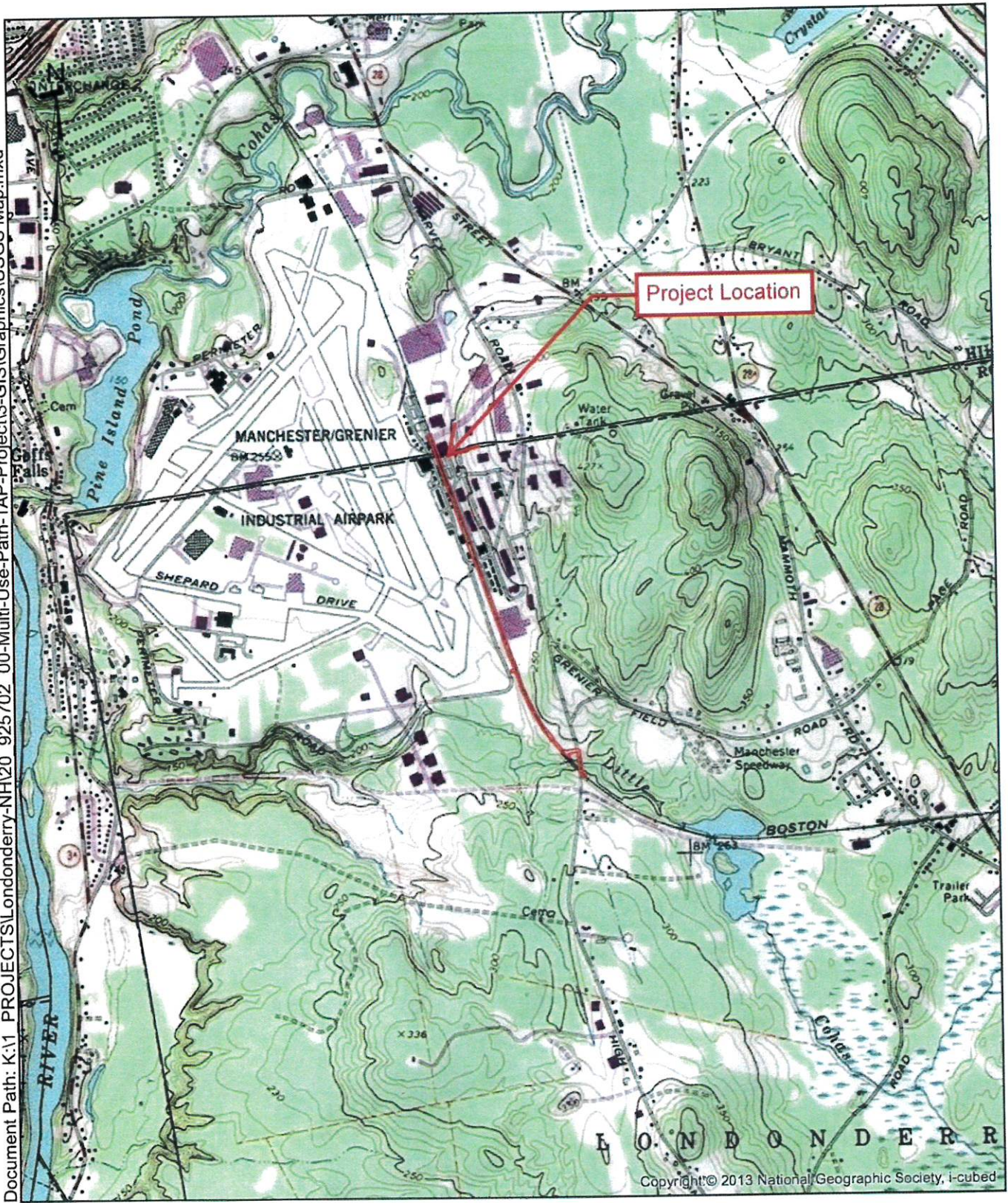
A handwritten signature in black ink, appearing to read "D Coon". The signature is written in a cursive style with a large, looping initial "D".

Deb Coon  
Environmental Coordinator


Enclosure



Document Path: K:\11 PROJECTS\Londonderry-NH\20 925702 00-Multi-Use-Path-TAP-Project\3-GIS\Graphics\USGS Map.mxd



Copyright © 2013 National Geographic Society, I-cubed

 150 Dow Street • Manchester, NH 03103 (603) 689-5155 • www.heartanner.com			PHASE VI MULTI-USE PATH LONDONDERRY, NH NH DOT NO 42508 / FEDERAL NO. X-A004(880)	EXHIBIT <b>A</b>
			DR. BY dcoon	DATE 3/2/2022



**ATTACHMENT 7**



# HB1033-FN-L

## Bill Details

**Title:** prohibiting recipients of state or local grants or appropriations from using such funds for lobbying.

**Sponsors:** *(Prime)* Cordelli (R), Pauer (R), Tripp (R), Kofalt (R), Johnson (R), Moffett (R), Alicia Lekas (R), Giuda (R), Avard (R)

LSR Number: **22-2117**

General Status: **HOUSE**

House:

**Committee:** Legislative Administration

**Due Out:** 3/10/2022

**Status:** LAID ON TABLE

### Bill Docket

Body	Description
H	Introduced 01/05/2022 and referred to Legislative Administration
H	Public Hearing: 01/19/2022 9:30 a.m. LOB301-303
H	Full Committee Work Session: 02/02/2022 09:00 am LOB301-303
H	Subcommittee Work Session: 02/23/2022 09:00 am LOB 302-304
H	Executive Session: 02/23/2022 09:00 am LOB 302-304
H	Committee Report: Ought to Pass with Amendment # 2022-0815h (NT) (Vote 9-4; RC)
H	Lay HB1033 on Table (Rep. Schultz): MA RC 174-161 03/17/2022 <u>HJ 8</u>

ATTACHMENT 8

## Michael Malaguti

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**From:** Heather <[REDACTED]>  
**Sent:** Monday, March 14, 2022 5:25 PM  
**To:** Michael Malaguti  
**Subject:** Re: Pickleball

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Thank you for the quick response.

On Mar 14, 2022, at 5:13 PM, Michael Malaguti <mmalaguti@londonderrynh.org> wrote:

Heather,

The Town is certainly willing to help however we can. However, I looked at this grant. The Town would need to be the applicant based on the eligibility criteria. If awarded, these grant funds would be appropriated by the Town as unanticipated revenue and become town funds. The laws I set forth in my earlier email prevent the town from expending town funds as a result of the vote. Additionally, the Town would be prohibited from paying the 50% match based on the vote. The workaround here would be to secure the money for the engineering work through an entity, group, or individual not affiliated with the Town and not requiring payment of a town match. Unfortunately, because only governmental entities can apply for this particular grant, this grant is not an option. But there are surely other sources of funding that could be obtained to make this a reality and we are happy to help, as allowed by law.

Mike

**From:** Heather Carey <[REDACTED]>  
**Sent:** Monday, March 14, 2022 10:12 AM  
**To:** Michael Malaguti <mmalaguti@londonderrynh.org>; Art Psaledas <APsaledas@londonderrynh.org>; Colleen Mailloux <cmailloux@londonderrynh.org>; Joseph V. Green <jgreen@londonderrynh.org>  
**Cc:** Justin Campo <jcampo@londonderrynh.org>  
**Subject:** Re: Pickleball

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\* Apologies... grant below due by 4/29/22 not 4/1/22

On 03/14/2022 10:09 AM Heather Carey <[REDACTED]> wrote:

Morning,

A few residents have offered to assist making pickleball a reality. Before proceeding w/ more calls for funding/grants/etc., I want to clarify that if we

get \$6k from another source, to perform the engineering work (and hopefully more than that), can we proceed step by step on the courts?

For example, a resident passed along some information regarding the LWCF Grant through NH Parks & Rec. There is a grant available with a minimum amount of \$35k, and LWCF requires a matching contribution from the town of 50% of the total project cost. Here is the intent to apply: [https://www.nhstateparks.org/getmedia/1483ccd6-4a6a-4814-9ac4-af05bdca1376/LWCF GR-33 Intent-to-Apply FINAL.pdf](https://www.nhstateparks.org/getmedia/1483ccd6-4a6a-4814-9ac4-af05bdca1376/LWCF_GR-33_Intent-to-Apply_FINAL.pdf)

I spoke w/ LWCF this morning, pickleball courts would qualify, and a member of the town rec and/or planning department would need to submit the actual form by 4/1/22 (more than willing to create these forms for submission).

I understand the hesitation of a Town Council and budget committee member at deliberative was that fundraising wasn't done earlier to make this happen. My delay on that fundraising was 3-parts:

- We needed to get something on the ballot
- Minimal assistance from other residents (at that time)
- I thought the town needed to give original approval for any movement/activity/etc. connected to the courts

Please let me know your thoughts on the above. If it seems realistic, happy to continue making calls/plans, then present the intent to apply at the 3/28/22 TC meeting for official approval.

Thanks so much,  
Heather Burr Carey

On 03/13/2022 2:29 PM Michael Malaguti  
<[mmalaguti@londonderrynh.org](mailto:mmalaguti@londonderrynh.org)> wrote:

Hi Heather,

This may be a problem. Under the "no-means-no" statute (RSA 32:10, l(e)), the Town is prohibited from "expending" funds for the defeated purpose. The question arises whether the voters said "no" to pickle ball engineering work, or whether they said no to funding that work through taxation. Unfortunately, my opinion is that "purpose" is not defined that specifically, but rather refers to the end or object that was sought (i.e., "pickle ball engineering work," not "pickle ball engineering work funded through taxation").



So, my initial take on this is that the town is unfortunately prohibited from doing pickle ball engineering work until at least March 2023, but more likely July 1, 2023.

That does not mean a third party could not perform its own engineering work, I believe. If that is an avenue you want to pursue, we can talk more about it.

Mike

**Michael J. Malaguti**

**Acting Town Manager**

**Town of Londonderry**

**603-432-1100 x 151**

[mmalaguti@londonderryh.org](mailto:mmalaguti@londonderryh.org)

**From:** Heather Carey <[REDACTED]>  
**Sent:** Thursday, March 10, 2022 8:18 PM  
**To:** Art Psaledas <[APsaledas@londonderryh.org](mailto:APsaledas@londonderryh.org)>; Michael Malaguti <[mmalaguti@londonderryh.org](mailto:mmalaguti@londonderryh.org)>  
**Subject:** Pickleball

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Evening,

Thank you both for the time and advice on the pickleball article. I need a few more days to process all of my emotions from the past week as a whole, but I do not intend to abandon the effort.

My question: if I can get fundraising/grants/etc. to cover the engineering bid and/or more, can we proceed with the project? Do we need a separate approval?

Thanks,

Heather Burr Carey

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ATTACHMENT 9



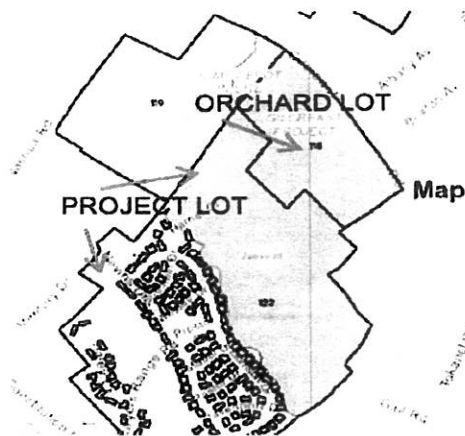
Office of the Town Manager  
Michael J. Malaguti • Acting Town Manager  
268B Mammoth Road, Londonderry, NH 03053  
mmalaguti@londonderrynh.org • (603) 432-1100 x151

Thomas J. Donovan, Director of Charitable Trusts  
New Hampshire Department of Justice  
33 Capitol Street  
Concord, NH 03301

March 24, 2022

Dear Director Donovan:

The Town of Londonderry ("Town") seeks advice from your office that a conservation easement held by the Town is either: (1) not a charitable trust; or (2) that because the applicable instrument contains an amendment provision, your office will not assert jurisdiction. On September 15, 2003, the Town entered into an "Agreement for Restrictive Covenant and Open Space/Conservation Easements" (the "Agreement") with Gilcreast Realty Holdings, LLC and Gilcreast Realty Holdings II, LLC (collectively "Gilcreast"). The Agreement resulted from negotiations with the Town over the density of Gilcreast's proposed development of two tracts of land in Londonderry referred to in the Agreement as the "Project Lot" and the "Orchard Lot."





Gilcreast initially proposed a 361 unit development spread across the Project Lot and the Orchard Lot. After negotiations with Gilcreast, the Town called a special meeting of its legislative body and proposed “to raise and appropriate ... \$2,900,000 to acquire certain development rights from [Gilcreast] under which [Gilcreast] will discontinue its proposed 361 unit apartment complex development and construct in its stead a 125 unit elderly housing project restricted to persons age 55 and over[.]” The warrant article is attached hereto as Exhibit A. The article passed and the Town entered into the Agreement with Gilcreast. It should be noted that the warrant article makes no mention of a charitable or conservation purpose.

Under the Agreement, Gilcreast agreed to impose a “restrictive covenant and open space/conservation easement” on the entirety of the Orchard Lot and on portions of the Project Lot. These restrictions were defined in an “Open Space/Conservation Easement and Declaration of Restrictive Covenant” (the “Conservation Easement”), recorded at Book 4150, Page 0127 in the Rockingham County Registry of Deeds on September 15, 2003. Copies of the Agreement and Conservation Easement are attached hereto as Exhibits B and C, respectively.

Under the Conservation Easement, Gilcreast agreed that the Orchard Lot would be “maintained in perpetuity as open space without there being conducted thereon any residential, industrial or commercial activities, except agriculture, recreation and forestry, including timber harvesting[.]” The Conservation Easement does not permit public access to the Project Lot or the Orchard Lot, with the exception of a walking trail on the Project Lot that was initially for the benefit of the general public.<sup>1</sup> In 2001, the Orchard Lot was found to be contaminated with DDT-related chemicals likely associated with the historical application of pesticides.

We are credibly informed that Gilcreast did not take a tax deduction for its conveyance of the Conservation Easement. However, the property has been managed by the Town’s Conservation Commission since the Town acquired the Conservation Easement. Today, the Orchard Lot is thickly overgrown. Last year, the fee owner approached the Town seeking the release of the Conservation Easement on the Orchard Lot only.<sup>2</sup> It should be noted that the Conservation Easement contains the following provision: “The Town, by appropriate Town vote, may amend or revoke the [Conservation Easement] in part or in the[ ] entirety, which amendment or revocation shall be effective upon recordation in the Rockingham County Registry of Deeds.”

The Town proposed two warrant articles that appeared on the 2022 ballot. The first article sought authority to release the Conservation Easement for no less than \$2,650,000 to be paid to the Town. The second article would appropriate \$750,000 of this amount to be used within a reasonable time to replace the Orchard Lot with a separate parcel or parcels of land, or interests therein (the “Swap Parcel”), and requires the Swap Parcel be of equal or greater conservation value than the Orchard Lot. The additional \$1.9 million would be available for the Town’s general purposes. These warrant articles are attached hereto as Exhibits D. Both articles passed on March 8, 2022.

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<sup>1</sup> The Town relinquished this restriction by instruments recorded in the Rockingham County Registry of Deeds on October 30, 2014. See Book 5571, Page 0670 and 0672. See also Exhibit C attached hereto.

<sup>2</sup> There would be no effect on the Project Lot.

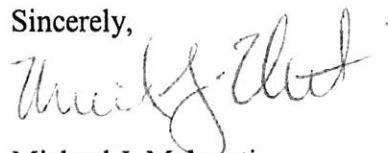
The Town believes the contamination documented in 2001 and the restriction on public access reduce the Orchard Lot's conservation value. Additionally, while the parcel has some value as wildlife habitat, it is too small and isolated from other natural areas to host a robust natural community. Lastly, the parcel is not inappropriate for development, as it will be serviced by public water and sewer, and is near other, similar development activity.

In closing, the circumstances surrounding the granting of the Conservation Easement indicate that Gilcreast's purpose was not charitable. On the contrary, Gilcreast granted the Easement to make money. The circumstances also indicate the Town's purpose, instead of being charitable, was to limit development in the area, but only for so long as circumstances required it. Recognizing that circumstances might change, an amendment/revocation provision was included. While the vehicle chosen to accomplish the Town's ends was the familiar conservation easement administered by the Conservation Commission, another form of restriction could also have been chosen.

Regardless, even if the Conservation Easement is a charitable trust, the proposed transaction does not offend the "seven principles" set forth in *Amending or Terminating Conservation Easements: Conforming to State Charitable Trust Requirements*. It must be emphasized that within a reasonable time after the Conservation Easement is released, the Town is obligated to acquire land or interests therein of an equal or greater conservation value than the Orchard Lot, as determined by both the Town Council and Conservation Commission. As stated in the above-referenced publication, "If a perpetual conservation easement contains a provision granting the holder the discretion to agree to amendments that are consistent with or further the purpose of the easement, it will not be necessary for the holder to obtain Attorney General review in low risk and many more risk cases." The action we request is consistent with your office's position on a similar question, specifically, the Town's release of rights to a walking trail on the Project Lot, in 2014. I am enclosing a copy of Director Lisa M. English's letter to the Town disposing of that matter for your information and reference.

Thank you for carefully considering the Town's request.

Sincerely,



Michael J. Malaguti

Enclosures: As indicated  
cc: Conservation Commission  
Town Council