

Shaun Mulholland
Town Manager

Kellie Caron
Deputy Town Manager



Town Council
Ron Dunn, Chair
Shawn Faber, Vice-Chair
Ted Combes
Dan Bouchard
Deb Paul

Town of Londonderry • 268B Mammoth Road • Londonderry, NH 03053

Londonderry Town Council Meeting & Public Hearing on FY27 Budget
Monday, January 12, 2026, 7 p.m., Moose Hill Council Chambers

A. CALL TO ORDER

B. PUBLIC COMMENT

1. Receive a presentation on the New Hampshire Department of Environmental Services (NHDES) PFAS Removal Rebate Program for Private Wells.

Documents:

[2026-01-12 DES AND DWGAC PRESENTATION ON REBATE PROGRAM.PDF](#)

C. BOARD APPOINTMENTS & REAPPOINTMENTS

1. None

D. PUBLIC HEARINGS

1. Receive public input, discuss and act upon the acceptance of unanticipated revenue – NHDES Aquatic Resource Mitigation (ARM) Fund Grant Amendment for Lithia Springs Project

- a. Presentation: *Mike Speltz, Conservation Commission; Marge Badois, Conservation Commission*
- b. Opening of the public hearing
- c. Question & comments by the public
 - o Residents who are unable to attend the public hearing may submit written comments to the Town Council:
[SUBMIT PUBLIC COMMENT ONLINE](#)
- d. Closing of the public hearing
- e. Council deliberation & action

Documents:

[2026-01-12 NHDES ARM FUND GRANT COVER SHEET.PDF](#)
[NHDES ARM FUND GRANT AMENDMENT AWARD LETTER_2025-12-22.PDF](#)
[NHDES GRANT AGREEMENT_2023-03-22_REDACTED.PDF](#)
[2026-01 UNANTICIPATED REVENUE 31_95-B, III\(A\) - ARM FUND PROGRAM.PDF](#)

2. Receive public input and discuss the proposed fiscal year 2027 budget.

- a. Presentation: *Justin Campo, Finance Director*
- b. Opening of the public hearing
- c. Question & comments by the public
 - o Residents who are unable to attend the public hearing may submit written comments to the Town Council: [SUBMIT PUBLIC COMMENT ONLINE](#)
- d. Closing of the public hearing
- e. Council deliberation & action

Documents:

[FY 2027 WARRANT - DRAFT - 01.05.2026 UPDATED \(2\).DOCX](#)

E. NEW BUSINESS

1. Discuss warrant article for the renovation of the Reverend Morrison Meeting House commonly referred to as the Lions Hall.

(Shaun Mulholland, Town Manager)

Documents:

[2026-01-12 MORRISON HOUSE COVER SHEET.PDF](#)
[MORRISON HOUSE OPTION 1 - DEMO BUDGET SUMMARY - 12-15-25.PDF](#)
[MORRISON HOUSE OPTION 2 - REBUILD BUDGET - 12-15-25.PDF](#)
[MORRISON HOUSE SCHEMATIC SET 12-03-25.PDF](#)

2. Discuss and approve the sale of the property located at 10 Beacon Street.

(Shaun Mulholland, Town Manager)

Documents:

[2025-01-12 AGENDA ITEM COVER SHEET - 10 BEACON ST..PDF](#)
[2025-06-27 PROPERTY CARD 10 BEACON ST..PDF](#)
[2025-12-09 ORDER ON MOTION FOR ALTERNATIVE SERVICE OF PROCESS.PDF](#)
[TAX COLLECTORS DEED_10 BEACON ST.PDF](#)

3. Discuss and schedule a public hearing regarding a Zoning Ordinance amendment – Rezoning Map 16, Lot 009.

(Kellie Caron, Deputy Town Manager & Director of Economic Development)

Documents:

[01.12.26_AGENDA ITEM COVER SHEET_REZONINGM16L009.PDF](#)
[REZONING23WILSON_STAFF MEMO_011226_TC.PDF](#)
[NOD 11.5.2025 23 WILSON ROAD REZONING.PDF](#)
[ORDINANCE 2026-02 - M16L009 REZONING.PDF](#)

4. Discuss and set a Public Hearing to rescind Chapter I & II of the Administrative Code, Londonderry Municipal Code Title V and replace it with a new Chapter 4 Administrative Departments.

(Shaun Mulholland, Town Manager)

Documents:

[2026-01-12 ADMIN CODE-DEPARTMENTS AGENDA ITEM COVER SHEET.PDF](#)
[CHAPTER 4 ADMINISTRAIVE DEPARTMENTS FINAL DRAFT.PDF](#)
[CHAPTER 4 APPENDIX-ADMIN DEPTS.PDF](#)
[ORDINANCE 2026-04 AMEND ADMIN CODE DEPT.PDF](#)
[CHAPTER I ADMINISTRATIVE CODE-LEGAL BASIS DEPTS\(PDF\).PDF](#)
[CHAPTER II ADMINISTRATIVE CODE-DEPARTMENTS\(PDF\).PDF](#)

5. Discuss and set a public hearing on Ordinance 2026-08, amending the Ambulance Fee Schedule pursuant to NH RSA 420-J.

(Phil LeBlanc, Acting Fire Chief)

Documents:

[2026-01-12 AMBULANCE BILLING RATE ADJUSTMENT COVER SHEET.PDF](#)
[2026-01-12 T6CH15 AMBULANCE FEE SCHEDULE REVISED 2026.PDF](#)
[2026-01-12 T6CH15 AMBULANCE FEE SCHEDULE CURRENT.PDF](#)
[2026-01-12 AMBULANCE BILLING RATE FAQ FROM NH DOI.PDF](#)
[2026-08 AMENDING TITLE IV CHAPTER XXV AMBULANCE FEE SCHEDULE.PDF](#)

F. OLD BUSINESS

1. Discuss and consider moving proposed Charter Amendments to the ballot.

(Kirsten Hildonen, Administrative Services Director)

Documents:

[2026-01-12 MOVING CHARTER AMENDMENTS TO BALLOT COVER SHEET.PDF](#)
[2026-01-08 NH AG LONDONDERRY NO OBJECTION LETTER.PDF](#)
[2026-01-12 CARRIER LEGAL OPINION - CHARTER AMENDMENTS.PDF](#)
[ORDER 2026-02 MOVING CHARTER AMENDMENTS 1 AND 2 TO THE MARCH 10, 2026 BALLOT.PDF](#)

G. APPROVAL OF CONSENT ITEMS

H. OTHER BUSINESS

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

I. PUBLIC COMMENT

J. ADJOURNMENT

K. MEETING SCHEDULE

1. Proposed Future Agenda Items: Dates may be tentative, and this list is not considered all-inclusive

a. January 19, 2026; Moose Hill Council Chambers; 7 p.m.

- **Public Hearing:** Receive public input, discuss and act upon a proposed amendment to the Purchasing Policy
- **Public Hearing:** Receive public input, discuss and act upon the proposed Bond for the Reverend Morrison Meeting House Renovation
- **Public Hearing:** Final public hearing and adoption of fiscal year 2027 budget and final vote on Warrant (RSA 40:13 II-a (c) requires a public hearing by the 3rd Tuesday in Jan)
- **Public Hearing:** Receive public input, discuss and act upon Ordinance 2026-08, amending the Ambulance Fee Schedule pursuant to NH RSA 420-J
- **Public Hearing:** Receive public input, discuss and act upon a Zoning Ordinance amendment – Rezoning Map 16, Lot 009
- Receive quarterly budget status update
- Discuss and act upon the Londonderry Historical Society's request of Potter House wood and Lions Club beams
- Discuss and set a public hearing for February 2, 2026 regarding an amendment to the Municipal Code repealing Title II and adopting Chapter 152 Traffic Code

b. February 2, 2026; Moose Hill Council Chambers; 7 p.m.

- **Public Hearing:** Receive public input, discuss and act upon rescinding Chapter I & II of the Administrative Code, Londonderry Municipal Code Title V and replace it with a new Chapter 4 Administrative Departments
- **Public Hearing:** Receive public input, discuss and act upon an amendment to the Municipal Code, repealing Title II and adopting Chapter 152 Traffic Code
- Discuss and set public hearing for February 17, 2026, regarding an amendment to the Municipal Code, repealing Chapter III of Title V, and adopting Chapter 10 Boards, Committees and Commissions
- Discuss alternate funding mechanisms for infrastructure
- Discuss and determine next steps regarding the selection of Legal Counsel for the Town
- Discuss and approve proposed traffic management policy

c. February 7, 2026; Londonderry High School Cafeteria; 9 a.m. – Deliberative Session

Please be advised that the Town Council agenda for this meeting has been amended as follows:

B. PUBLIC COMMENT

1. Receive a presentation on the New Hampshire Department of Environmental Services (NHDES) PFAS Removal Rebate Program for Private Wells.

D. PUBLIC HEARINGS

1. Receive public input and discuss the proposed Fiscal Year 2027 budget. – *Included updated Warrant.*

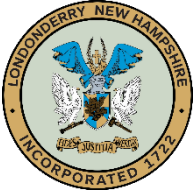
F. OLD BUSINESS

1. Discuss and consider moving proposed Charter Amendments to the ballot.

In addition to the items listed on the agenda the Town Council may consider other matters not on the posted agenda and may enter a non-public session or convene in a non-meeting in accordance with RSA 91-A if the need arises.



View the most recent Town Council agenda online.



Town of Londonderry, New Hampshire
268B Mammoth Road • Londonderry, NH 03053
(603) 432-1100 • londonderrynh.gov

Town Council Meeting – Agenda Item Coversheet

Meeting Date: 1/12/2026
Submitted By: ASD Kirsten Hildonen
Department: Town Manager's Office

Contact Information: khildonen@londonderrynh.gov
Estimated Discussion Time: 15 minutes
Agenda Item Number: TC OFFICE USE

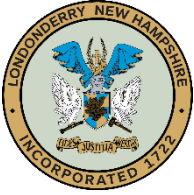
Agenda Item Title: Receive a presentation about the New Hampshire Department of Environmental Services (NHDES) PFAS Removal Rebate Program for Private Wells

Background and Purpose: Amy Rousseau, PFAS Response Coordinator at NHDES, and Representative Bill Boyd, Chair of the NH Drinking Water and Groundwater Advisory Commission, will provide information about the NHDES Rebate Program, which provides financial support to New Hampshire residents with PFAS contamination for either the installation of a water treatment system or connection to a public water system. The presentation will include information on a program for low-income households to seek pre-approval for direct-to-vendor payment if they meet income qualification levels.

Action: None required. This presentation is informational.

Proposed Motion: N/A

Attachments: N/A. Any presentation materials will be appended to the minutes.



Town of Londonderry, New Hampshire
268B Mammoth Road • Londonderry, NH 03053
(603) 432-1100 • londonderrynh.gov

Town Council Meeting – Agenda Item Coversheet

Meeting Date: 1/12/2026

Submitted By: Mike Speltz

Department: [Click or tap here to enter text.](#)

Contact Information: Email or Telephone

Estimated Discussion Time: Minutes

Agenda Item Number: TC OFFICE USE

Agenda Item Title: Acceptance of Unanticipated Revenue – NHDES Aquatic Resource Mitigation (ARM) Fund Grant Amendment for Lithia Springs Project

Background and Purpose: The Town of Londonderry has received notice from the New Hampshire Department of Environmental Services (NHDES) of an additional award in the amount of \$30,000 under the Aquatic Resource Mitigation (ARM) Fund Program for the Lithia Springs Conservation and Restoration Project. This award amends the Town’s original ARM grant agreement (NHDES File No. 2022-02744), which authorized \$500,000 for land conservation and wetland restoration activities.

The additional funding was approved by the NHDES Wetlands Council on December 9, 2025, and is intended to address project requirements associated with compliance under Section 106 of the National Historic Preservation Act, allowing the project to proceed to completion. Pursuant to RSA 31:95-b, III(a), acceptance of this unanticipated revenue requires Town Council approval.

Approval of this agenda item will allow the Town to formally accept the funds, authorize execution of the amended grant agreement, and proceed with required submittals to NHDES and the Governor and Executive Council.

Action: Accept unanticipated revenue in the amount of \$30,000 from the New Hampshire Department of Environmental Services under the Aquatic Resource Mitigation Fund Program and authorize the Town Manager to execute all necessary documents to amend the existing grant agreement.

Proposed Motion: Move to adopt Resolution 2026-01, accepting unanticipated revenue in the amount of \$30,000 pursuant to RSA 31:95-b, III(a), from the New Hampshire Department of Environmental Services Aquatic Resource Mitigation Fund Program for the Lithia Springs Conservation and Restoration Project, and to authorize the Town Manager to execute all documents necessary to accept and administer the grant.

Attachments:

- NHDES ARM Fund Grant Amendment Award Letter (December 22, 2025)
- NHDES ARM Fund Grant Agreement (March 22, 2023)
- Resolution 2026-01 – Acceptance of Unanticipated Revenue 31:95-b, III(a)



The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner



December 22, 2025

TOWN OF LONDONDERRY
C/O MIKE SPELTZ AND AMY KIZAK
268 B MAMMOTH RD
LONDONDERRY NH 03053

Re: Aquatic Resource Mitigation Fund Program (RSA 482-A)
NHDES File Number: 2022-02744
Project Name: Lithia Springs, Londonderry

Dear Mr. Speltz and Ms. Kizak:

Congratulations! On November 20, 2025, the Site Selection Committee (Committee) recommended additional funding to support the Lithia Springs project in Londonderry through the New Hampshire Department of Environmental Services (NHDES) Aquatic Resource Mitigation (ARM) Fund Program. The original grant award authorized \$500,000 to support the permanent projection of a 54-acre parcel and aquatic resource restoration activities onsite. The additional funds are necessary to address the requirements for compliance with Section 106 of the National Historic Preservation Act and complete the project scope. On December 9, 2025, the New Hampshire Wetland's Council approved the recommendation to award an additional \$30,000 to support the project completion.

The next step to secure the additional funding award is to amend the original grant agreement with NHDES and seek approval from the NH Governor and Executive Council (G&C). **ARM funds cannot be disbursed until a grant agreement is approved by G&C.** ARM will forward a draft grant agreement amendment in early 2026 for review, comment, and signature. Once all parties agree to the terms, the following documents will need to be submitted to NHDES before the ARM Program can submit the agreement to G&C for its consideration. Please note: the G&C process may take up to 10 to 12 weeks after NHDES receives the signed documents.

- **Certificate to Vote/Authority:** confirming the grant recipient's governing body has voted to accept funds and enter into a grant agreement with the State of New Hampshire Department of Environmental Services and designates a person to sign documents on behalf of the grantee. Note, the person signing the grant agreement cannot be the same person who signs the Certificate of Authority. The document must be printed single-sided, signed, and notarized **prior to and within 30 days of when the grant agreement is signed. An original copy with wet signatures must be provided to NHDES.**
- **Certificate of Insurance** indicating the grant recipient has: 1) General liability insurance in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage; and 2) workers' compensation and employee liability insurance for all employees engaged in the performance of the project. NHDES must be named as the Certificate Holder in the lower left-hand corner. The Certificate must show the policy is valid through the G&C approval date. Electronic copies are acceptable.

www.des.nh.gov

29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095
(603) 271-3503 • Fax: (603) 271-2867 • TDD Access: Relay NH 1-800-735-2964

File # 2022-02744
December 22, 2025
Page 2 of 2

If you have any questions, please contact me at Emily.P.Nichols@des.nh.gov or (603) 271-4059.

Sincerely,

A handwritten signature in black ink that reads "Emily Nichols". The signature is written in a cursive, flowing style.

Emily Nichols
Wetland Mitigation Program Specialist
Land Resources Management, Water Division

cc: Londonderry Town Manager
Mark West, West Environmental



The State of New Hampshire
Department of Environmental Services



Robert R. Scott, Commissioner

March 22, 2023

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

APPROVED G & C

DATE 18 April 2023
ITEM # 95

REQUESTED ACTION

Authorize the New Hampshire Department of Environmental Services (NHDES) to award an Aquatic Resource Mitigation (ARM) Fund grant to Town of Londonderry, NH (VC# 177430-B002) in the amount of \$500,000 for the purpose of conserving 54-acres and restoring wetland functions on a parcel of land in Londonderry, effective upon G&C approval through December 1, 2028. 100% ARM Funds.

Funding is available in the account as follows:

FY 23

\$500,000

██
Dept. Environmental Services, In-Lieu Wetland Mitigation, Grants Non – Federal

EXPLANATION

New Hampshire RSA 482-A:3 requires a wetland permit for any proposed project that involves dredging or filling of a wetland. Before a wetland permit is issued, applicants must show that the proposed project will avoid adverse impacts to wetlands and will minimize and provide compensation for those wetland impacts which are unavoidable.

The NHDES wetlands program adopted a set of mitigation rules that establish what is necessary for an applicant to provide for wetland compensation. The current department rules spell out ratios for wetland compensation that include creating a new wetland, restoring a former wetland site, or protecting a high-quality aquatic resource by preserving adjacent upland habitat. One mitigation option, commonly referred to as an *in-lieu fee program*, is ideal for projects that have difficulty in locating an appropriate mitigation site. The ARM Fund authorizes the collection of mitigation funds in lieu of other forms of wetland mitigation as part of a Wetlands Permit Application.

The Department issued the request for proposals for ARM Funds available in the Merrimack River watershed in February, 2022. The Town of Londonderry application was one of six applications received and on November 7, 2023, NHDES announced the decision to fund the Lithia Springs project. The review of the award by the Army Corps of Engineers and the New Hampshire Wetland Council resulted in full support of the recommendation. Attachment A notes the ARM Site Selection Committee members involved in the decision.

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(603) 271-3503 • Fax: 271-2867 TDD Access: Relav NH 1-800-735-2964

His Excellency, Governor Christopher T. Sununu
and The Honorable Council

Page 2 of 2

The Lithia Springs project will protect high-value aquatic resources and their upland buffers. The Town will use grant funds to acquire and permanently protect 54 acres of diverse wetland habitats and upland buffers on Nesenkeag Brook in southwest Londonderry. The property includes a large section of the highest ranked habitat for the State and the wildlife and aquatic corridor that depends on the Nesenkeag Brook. The aquatic resources to be protected within the conservation easement include 2,209 feet of stream frontage on Nesenkeag Brook as well as 3 vernal pools, 4 distinct wetlands of varying types totaling 18.2 acres, and a low transmissivity aquifer. Lithia Spring lies within the Pennichuck waterworks, which serves 87,923 people. ARM funds will also support wetland restoration in the southwest corner of the property to reconnect currently fragmented Tier 1 wetland habitat. The conservation easement will be granted to the Society for the Protection of New Hampshire Forests. The parcel builds upon existing landscape connectivity efforts in the region. Attachment B includes a map of the property.

In the event that other funds no longer become available, general funds will not be requested to support this program. This agreement has been approved as to form, content, and execution by the Attorney General's Office.

We respectfully request your approval.

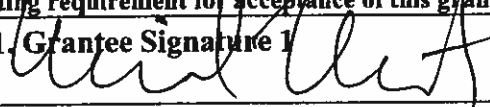




Robert R. Scott, Commissioner

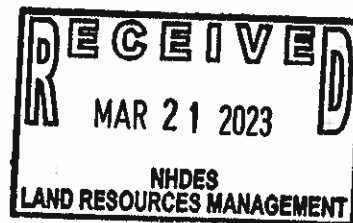
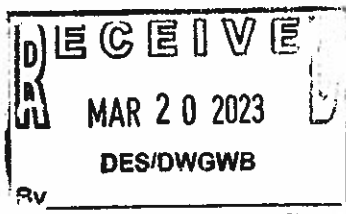
GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby
Mutually agree as follows:
GENERAL PROVISIONS


1. Identification and Definitions.

1.1. State Agency Name NH Department of Environmental Services		1.2. State Agency Address 29 Hazen Drive, Concord NH 03302-0095	
1.3. Grantee Name Town of Londonderry		1.4. Grantee Address 268 B Mammoth Road, Londonderry, NH 03053	
1.5 Grantee Phone # [REDACTED]	1.6. Account Number [REDACTED]	1.7. Completion Date 12/1/2028	1.8. Grant Limitation \$500,000
1.9. Grant Officer for State Agency Emily Nichols		1.10. State Agency Telephone Number (603) 271-0727	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1 		1.12. Name & Title of Grantee Signor 1 Michael Malaguti, Town Manager	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13 State Agency Signature(s) 		1.14. Name & Title of State Agency Signor(s) Robert R. Scott, Commissioner	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)			
By: 		Assistant Attorney General, On: 3/28/2023	
1.16. Approval by Governor and Council (if applicable)			
By:		On: / /	

2. **SCOPE OF WORK:** In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").



3. **AREA COVERED.** Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. **EFFECTIVE DATE: COMPLETION OF PROJECT.**
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. **GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.**
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
- 5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.** In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.
7. **RECORDS and ACCOUNTS.**
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephonic calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions
8. **PERSONNEL.**
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. **DATA: RETENTION OF DATA: ACCESS.**
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,
- computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. **CONDITIONAL NATURE OR AGREEMENT.** Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
11. **EVENT OF DEFAULT: REMEDIES.**
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
- 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
- 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. **TERMINATION.**
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.3. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
- 12.4. **CONFLICT OF INTEREST.** No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

Grantee Initials 
Date 3/7/23

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. **GRANTEE'S RELATION TO THE STATE.** In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
15. **ASSIGNMENT AND SUBCONTRACTS.** The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.
16. **INDEMNIFICATION.** The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
17. **INSURANCE.**
- 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
- 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.
18. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
19. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
20. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.
21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
22. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
23. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
24. **SPECIAL PROVISIONS.** The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

EXHIBIT A
SPECIAL TERMS AND CONDITIONS

This section is intentionally left blank.

EXHIBIT B
SCOPE OF SERVICES

A. Project Title:

Lithia Springs Conservation and Restoration Project

B. Project Period:

January 1, 2023 through December 1, 2028

C. Grant Amount:

Total funds available for payment of allowable costs incurred under this Grant Agreement shall not exceed \$500,000. The New Hampshire Department of Environmental Services (NHDES) Aquatic Resource Mitigation (ARM) Fund will not reimburse the Town of Londonderry (GRANTEE) for costs exceeding the amount specified in this paragraph.

D. Effective Date and Commencement of Work:

This Grant Agreement and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire approve this Agreement ("Effective Date") and shall end on December 1, 2028. Any work performed by the GRANTEE prior to the Effective Date shall be at the sole risk of the GRANTEE. In the event this Grant Agreement does not become effective, NHDES shall be under no obligation to pay the GRANTEE for any costs incurred or work performed; however, if this Agreement becomes effective, costs incurred prior to the Effective Date that would otherwise be allowable are eligible for payment under the terms of this Agreement.

E. Objectives:

The GRANTEE will acquire the 54-acre Lithia Springs property in Londonderry, NH and protect the land and valuable aquatic resources in perpetuity through a conservation easement held by the Society for the Protection of New Hampshire Forests. The project will protect important aquatic resources including 2,209 feet of stream frontage on Nesenkeag Brook as well as 3 vernal pools, 4 distinct wetlands of varying types totaling 18.2 acres, and a low transmissivity aquifer. Lithia Spring includes a large section of the highest ranked habitat for the state of NH and the wildlife and aquatic corridor that depends on the Nesenkeag Brook. The parcel and surrounding area are known to have crucial plant, animal, amphibian, and reptile species for the state. Once the parcel has been acquired and placed under a conservation easement, wetland restoration in the southwest corner of the property will occur to reconnect fragmented Tier 1 wetland habitat.

F. Scope of Work:

The GRANTEE agrees to complete the following under this grant agreement with NHDES:

Task 1: Land acquisition and permanent protection

The State of New Hampshire, its successors and assigns, represented by NHDES, agree to grant the GRANTEE the amount of up to \$500,000 for the purpose of acquiring a 54-acre parcel of land owned by Wayland C. Elwood, Trustee of the Wayland H. Elwood Trust, Dated May 12, 2008, Pamela Hills, and Ronald Lawrence located in the Town of Londonderry, County of Rockingham, State of New Hampshire, identified on the tax records as Map 02 Lot 22 (PROPERTY). The GRANTEE shall use the \$500,000 grant to acquire and establish a conservation easement on the PROPERTY to be held by the Society for the Protection of New Hampshire.

The GRANTEE agrees to complete the following tasks and abide by the following conditions or restrictions:

- a. To utilize the funds herein provided by the State of New Hampshire, acting through NHDES, for the acquisition and recordation of a conservation easement on the PROPERTY as soon as possible, time being of the essence.
- b. To utilize the funds herein provided by the State on New Hampshire, acting through NHDES, to defray in part the acquisition and associated transaction costs incurred in securing the PROPERTY.
- c. To limit the use of the PROPERTY as hereinafter defined to conservation in perpetuity.
- d. That the PROPERTY acquired through this project will be monitored on an annual basis in accordance with the *Standards and Practices* for stewardship of the Land Trust Alliance, to ensure that the terms of the Conservation Easement are being adhered to, and to ensure that no actions are occurring which could be detrimental to the conservation attributes of the PROPERTY. The GRANTEE agrees to submit a copy of the annual monitoring report to DES on December 31 of each year during the period performance of this contract to document the actions taken.
- e. To return to NHDES ARM Fund Program any funds herein provided to the extent of any loss due to any title that proves to be less than clear and marketable for all properties protected under this contract.
- f. To return to NHDES ARM Fund Program \$500,000 if the GRANTEE fails to complete the PROPERTY acquisition.
- g. That all public access provided for in the terms of the Conservation Easement will be in accordance with all federal and state policies of non-discrimination in public accommodation.

Task 2: Wetland Restoration

The GRANTEE will work with the NHDES Wetlands Bureau Mitigation to finalize the design, construction timeline, sequence, and conditions for the wetland restoration. All required federal, state, and local permits and approvals shall be obtained prior to any restoration work. The GRANTEE will contact the NHDES Wetlands Bureau Mitigation staff prior to starting any work under this task to notify of the date on which work under this agreement is expected to start. The goal of the restoration task is to restore hydrologic and biologic connection between the eastern and western portions of Wetland 2 on the property. Restoration will enhance and increase functions that currently supported by the scrub-shrub wetland complex including Groundwater Recharge/Discharge, Flood-flow Alteration,

Sediment/Toxicant/Pathogen Retention, Nutrient Removal/Retention Transformation, Production Export, Wildlife Habitat and Ecological Integrity as principal functions. All wetland restoration work will be overseen by a NH Certified Wetland Scientist. Work under this task includes design, permitting (if applicable), site preparation and mobilization, removal of fill material, slope and wetland planting and stabilization, and demobilization. The GRANTEE shall retain a NH Certified Wetland Scientist to supervise the construction and prepare and submit a report to the NHDES Wetlands Bureau Mitigation staff within 60 days of construction that will include a summary of the activities completed and photos of the restored area.

Task 3: Performance monitoring and long-term maintenance

The GRANTEE will provide information to the NHDES Wetlands Bureau Mitigation staff annually on the status of the conservation parcel and restoration areas on December 31 of each year between 2024 and 2028 with photo documentation and/or narratives that include whether any damage has occurred, presence/absence of erosion and invasive species within restoration area, or water quality issues. The GRANTEE and NHDES Wetlands Bureau staff will survey the restoration area annually between 2024 and 2028 and prepare summary reports. The GRANTEE, NHDES, and project partners will collaboratively review the monitoring results on an annual basis, to evaluate whether the site is maintaining target wetland functions. The GRANTEE will be responsible for the maintenance of the restoration areas. Based upon review of the monitoring results, the GRANTEE will develop a plan and implement remedial actions if necessary for the site.

Task 4: Sign for public information

The GRANTEE agrees to place a sign at a prominent location on or near the PROPERTY. The sign should contain as a minimum the NHDES logo and the following statement: "This project has been completed with assistance from the New Hampshire Aquatic Resource Mitigation Fund." Should the NHDES sign be damaged or destroyed, the GRANTEE agrees to work with NHDES to repair or replace it with identical signage and to share any costs associated with that repair or replacement to the extent reasonably practicable.

G. Deliverable Schedule:

Task	Deliverable	Due Date
1	Land acquisition and conservation easement as recorded in the PROPERTY deed	December 1, 2024
2	Wetlands Restoration	December 1, 2024
3	Annual monitoring report review and correspondence (NHDES)	December 31 of 2024, 2025, 2026, 2027, and 2028
4	Photos of sign posted at the site	December 1, 2024

H. Project Monitoring:

The GRANTEE shall allow NHDES unrestricted access to the PROPERTY involved in the project. NHDES will monitor the PROPERTY on an annual basis between summer 2024 and summer 2028 to ensure the success of the activities taken and to ensure that no actions are occurring which could be detrimental to the attributes of the PROPERTY. NHDES will refer any deficiencies observed to the GRANTEE to address.

Grantee Initials WJL
 Date 3/7/23

EXHIBIT C
BUDGET & PAYMENT METHOD

The GRANTEE shall submit requests for payment after completing each task and submitting evidence of the associated deliverable. Upon receipt and approval by NHDES of the invoices, NHDES shall issue payment to the GRANTEE in accordance with the following:

Budgeted amounts by Task are estimated. The Grantee is authorized to move funds between Tasks based on actual expenses incurred by Task with an award amount not to exceed \$500,000.

	<u>Budget</u>	<u>Payment Method</u>
Task 1: Land acquisition and permanent protection	\$500,000	Available at closing
Task 2: Wetlands Restoration	\$0 (cash match)	Upon completion
Task 3: Performance monitoring and long-term maintenance	\$0 (cash match)	Upon completion
Task 4: Sign for public information	\$0 (cash match)	Upon completion
TOTAL NHDES ARM FUNDS	\$500,000	
<u>Total amount to be authorized following approval by the Governor and Executive Council:</u>	<u>\$500,000</u>	

Payments shall be made by NHDES to the GRANTEE upon approval of stated deliverables and verification of the value of completed work through submittal of invoices for services rendered. NHDES will pay the GRANTEE within 30 days of receiving the invoice.

The payments listed above are inclusive of project labor and expenses. Invoices shall be formatted to note completion of services.

The billing address shall be as follows:

NH Department of Environmental Services
29 Hazen Drive, PO Box 95
Concord, NH 03302-0095
ATTN: Emily Nichols, Wetlands Bureau

Invoices shall be approved by the Contract Officer before payment is processed.

CERTIFICATION OF VOTE OF AUTHORIZATION

I, Sherry Farrell, Londonderry Town Clerk, do hereby certify that at a meeting held on January 9, 2023, the Londonderry Town Council voted to enter into an Aquatic Resource Mitigation (ARM) Fund grant agreement with the New Hampshire Department of Environmental Services and into a Land & Community Heritage Program (LCHIP) grant agreement for the Lithia Spring project in Londonderry, NH.

The Londonderry Town Council further authorized Michael Malaguti, Londonderry Town Manager, to execute any documents which may be necessary for this contract.

This authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof.

In witness whereof, I have hereunto set my hand as Sherry Farrell, Londonderry Town Clerk, on this date the 10 day of January, 2023.

Sherry Farrell
signature

January 10, 2023
date

On this date, January 10 2023, Sherry Farrell, Londonderry Town Clerk, personally appeared before me, the undersigned notary public officer, who acknowledged Sherry Farrell to be the Londonderry Town Clerk being authorized to do so, executed the foregoing instrument for the purpose therein contained.

In witness whereof, I have set my hand and official seal

Kirby E. Brown
notary public signature

My Commission Expires

June 19, 2024

January 10, 2023
date





CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member: Town of Londonderry 268B Mammoth Road Londonderry, NH 03053	Member Number: 224	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
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Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:	
<input checked="" type="checkbox"/> General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2022	7/1/2023	Each Occurrence	\$ 5,000,000
			General Aggregate	\$ 5,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input checked="" type="checkbox"/> Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto	7/1/2022	7/1/2023	Combined Single Limit (Each Accident)	\$ 5,000,000
			Aggregate	\$ 5,000,000
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	7/1/2022	7/1/2023	<input checked="" type="checkbox"/> Statutory	
			Each Accident	\$ 2,000,000
			Disease -- Each Employee	\$ 2,000,000
			Disease -- Policy Limit	
<input checked="" type="checkbox"/> Property (Special Risk includes Fire and Theft)	7/1/2022	7/1/2023	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: \$1,000

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ – NH Public Risk Management Exchange By: <i>Mary Beth Purcell</i> Date: 3/14/2023 mpurcell@nhprimex.org Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax
NH Department of Environmental Services Watershed Management Bureau 29 Hazen Drive, P.O. Box 95 Concord, NH 03302-0095			

**ATTACHMENT A
2022 Aquatic Resource Mitigation Fund Grants**

Applications and Funding Amounts in Merrimack Service Area

Grant Applicant/Project	Town	Requested Funding Amount	Approved for Funding
Trout Unlimited/ Brennan Brook Dam Removal	Francestown	\$202,730	Yes – full funding
Town of Londonderry/Lithia Spring	Londonderry	\$500,000	Yes – full funding
The Conservation Fund/West Sawmill Town Forest Expansion	Atkinson	\$150,000	Yes – full funding
The Nature Conservancy/Whitcomb-Powwow River	Kingston	\$200,000	Yes – full funding
Francestown Land Trust/Wyatt Birch Farm	Francestown	\$102,150	Yes – declined funding
Piscataqua Land Conservancy/Clarkridge Conservation Easement	Goffstown	\$300,000	Yes- full funding

(Note: Each Committee member scores the projects and their scores are combined to create a total score.)

Site Selection Committee Voting List

Name	Agency/Organization	Title	Years of Experience
Peter Bowman	NH Dept. of Resources & Economic Development	Ecological Information Specialist	24
Michael Marchand	NH Fish and Game Department	Nongame and Endangered Species Coordinator	20
Michael Burke	NH Rivers Council/ American Rivers	Water Resources Engineer	18
Tracy Tarr	NH Association of Natural Scientists	Wetland Scientist	22
Bill Thomas	NH Department of Environmental Services Dam Bureau	River Restoration Coordinator	23

ATTACHMENT B



Wetland ID	Acres
1a	11.3
1b	3.5
2	2.7
3	0.1
4	0.2
pool 1	0.2
pool 2	0.2
pool 3	0.1
Total	18.2

Wetlands

Lithia Spring
Londonderry, New Hampshire

Date Exported: 8/18/2022 2:36 PM



- Lithia Spring
- Wetland Boundary
- Wetland Render moon (6,820 sq ft)



Data Sources: Wetland boundaries from West Environmental, Inc. Parcel boundaries are from GRANIT. Background image is 2022 Nearmap Imagery from the Town of Londonderry.



Town of Londonderry, New Hampshire

268B Mammoth Road • Londonderry, NH 03053

(603) 432-1100 • londonderrynh.gov

RESOLUTION 2026-01

A Resolution Relative to

Acceptance of Unanticipated Revenue 31:95-b, III(a)

WHEREAS the Town of Londonderry adopted the provisions of RSA 31:95-b with the passage of Warrant Article 18 at their March 1994 town meeting; and

WHEREAS the Town Council desires to and has complied with RSA 31:95-b, III(a) relative to unanticipated moneys received in amounts greater than \$10,000; and

WHEREAS the Town of Londonderry has received funds in support of the Lithia Springs project in Londonderry through the New Hampshire Department of Environmental Services (NHDES) Aquatic Resource Mitigation (ARM) Fund Program; and

WHEREAS the amount is \$30,000.

NOW THEREFORE BE IT RESOLVED by the Town Council of the Town of Londonderry that the Town of Londonderry hereby accept the unanticipated revenue under 31:95-b, III(a), and further authorizes the Town Manager to move forward in accepting this award and to enter into a grant agreement with the State of New Hampshire Department of Environmental Services on behalf of the Town.

Ron Dunn – Chair
Town Council

Sharon Farrell – Town Clerk

PASSED AND ADOPTED by the Londonderry Town Council this 12th day of January 2026.

ARTICLE NO. 1: [ELECTION OF OFFICERS]

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

ARTICLE NO. 2: [CHARTER AMENDMENT – REMOVE OUTDATED TRANSITION INFORMATION]

Shall the Town approve the Charter amendment #1 as summarized below?

Remove obsolete sections relating to events occurring in 1996 and 1997 when the Charter was adopted, including authentication of the Charter and transition provisions. The following sections will be removed:

- a. Section 3.11
- b. Section 8.5
- c. Article 10

(A report listing the sections to be removed is on file at the Town Clerk’s office, on the Town website, and available as a handout to voters at the polling place upon request.)

If a majority of the ballots cast on this question favor acceptance, this Charter amendment will become effective on July 1, 2026.

ARTICLE NO. 3: [CHARTER AMENDMENT – REORGANIZATION]

Shall the Town approve the Charter amendment #2 as summarized below?

Reorganize and renumber the existing Charter language to organize and present the existing Town Charter sections in a more coherent and logical sequence, but without altering any of the substantive Charter language.

(The reorganization and renumbering is to be done as specifically shown in a report on file at the Town Clerk’s office, on the Town website, and available as a handout to voters at the polling place upon request.)

If a majority of the ballots cast on this question favor acceptance, this Charter amendment will become effective on July 1, 2026.

ARTICLE NO.4: [BOND ISSUE FOR MORRISON MEETING HOUSE]

To see if the Town will vote to raise and appropriate \$3,381,000 [THREE MILLION THREE-HUNDRED EIGHTY-ONE THOUSAND DOLLARS] for the purpose of renovating the Town owned Reverand Morrison Meeting House.

Said sum to be raised by the issuance of serial bonds or notes in the amount of \$3,381,000 [THREE MILLION THREE-HUNDRED EIGHTY-ONE THOUSAND DOLLARS] under and in compliance with the provisions of the Municipal Finance Act (NH RSA Chapter 33) and to authorize the Town Council to issue, negotiate, sell and deliver such bonds or notes, to determine the rate(s) of interest thereon and the maturity and other terms thereof, and to authorize the Town Council to take such other actions as may be necessary to affect the issuance, negotiation, sale and delivery of such bonds or notes as shall be in the best interest of the Town of Londonderry or to pass any other vote relative thereto; to authorize the Town Council to apply for, accept and expend federal, state or other aid, if any, which may be available for said project and to comply with all laws applicable to said project; and, further to raise and appropriate _____ DOLLARS (\$_____) for the first year’s interest and principal payments on said bonds. (Ballot Vote – 60% approval required).

(If passed, this article will require the Town to raise \$_____ in property taxes, resulting in a tax rate impact of \$_____ in FY 2027 based upon projected assessed values.)

(If passed, this article will require the Town to raise \$_____ in property taxes, resulting in a tax rate impact of \$_____ in FY 27 based upon projected assessed values.)

	<u>Yes</u>	<u>No</u>	<u>Abstained</u>
<i>Voted by the Town Council:</i>	<i>0</i>	<i>0</i>	<i>0</i>
<i>Voted by the Budget Committee:</i>	<i>0</i>	<i>0</i>	<i>0</i>

ARTICLE NO. 5: [TOWN CLERK POSITION BENEFITS]

To see if the Town will vote to begin providing benefits equivalent to those of a full-time employee to the elected Town Clerk position. Upon passing this article, the elected position of Town Clerk will be eligible for applicable benefits equal to a full-time Town employee starting July 1, 2026.

ARTICLE NO. 6: [FISCAL YEAR 2027 TOWN OPERATING BUDGET]

Shall the Town raise and appropriate as an operating budget, not including appropriations by special warrant articles and other appropriations voted separately, the amounts set forth on the budget posted with the warrant or as amended by vote of the first session, for the purposes set forth therein, totaling \$56,993,030. Should this article be defeated, the default budget shall be \$56,089,610 which is the amount of the appropriations contained in the operating budget authorized for the previous fiscal year, with certain adjustments required by previous action of the Town or by law; or the governing body may hold one special meeting, in accordance with RSA 40:13, X and XVI, to take up the issue of a revised operating budget only.

(If passed, this article will require the Town to raise \$28,470,889 in property taxes, resulting in a tax rate impact of \$3.781 in FY 27 based upon projected assessed values.)

	<u>Yes</u>	<u>No</u>	<u>Abstained</u>
<i>Voted by the Town Council:</i>	0	0	0
<i>Voted by the Budget Committee:</i>	0	0	0

ARTICLE NO. 7: [CONSTRUCTION OF SCHOOL DISTRICT OFFICE]

To see if the town will vote to raise and appropriate the sum of **TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (\$2,500,000)** for the purpose of constructing an School District office building next to the Town Hall Offices (268 Mammoth Road). The School District Office building will be able to be leased, and further to authorize the use of **TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (\$2,500,000)** from the unassigned fund balance towards this appropriation. (Majority Vote Required)

(If passed, this article will require the Town to raise \$0.00 in property taxes, resulting in a tax rate impact of \$0.000 in FY 27 based upon projected assessed values.)

	<u>Yes</u>	<u>No</u>	<u>Abstained</u>
<i>Voted by the Town Council:</i>	0	0	0
<i>Voted by the Budget Committee:</i>	0	0	0

ARTICLE NO. 8: [EXPENDABLE MAINTENANCE TRUST FUND]

To see if the Town will vote to raise and appropriate the sum of **TWO HUNDRED THOUSAND DOLLARS (\$200,000)** to be placed in the Town’s Expendable Maintenance Trust Fund for the purpose of repairing and maintaining town facilities and infrastructure and further to authorize the use of **ONE HUNDRED THOUSAND DOLLARS (\$100,000)** from the June 30 Unassigned Fund Balance towards this appropriation.

(If passed, this article will require the Town to raise \$100,000.00 in property taxes, resulting in a tax rate impact of \$0.013 in FY 27 based upon projected assessed values.)

	<u>Yes</u>	<u>No</u>	<u>Abstained</u>
<i>Voted by the Town Council:</i>	0	0	0
<i>Voted by the Budget Committee:</i>	0	0	0

2026 Warrant

DRAFT AS OF 01/07/2026

ARTICLE NO. 9: [ROADWAY MAINTENANCE EXPENDABLE TRUST FUND]

To see if the Town will vote to raise and appropriate the sum of **SIX HUNDRED FIFTY-THOUSAND DOLLARS (\$650,000)** to be placed in the Roadway Maintenance Expendable Trust Fund.

(If passed, this article will require the Town to raise \$650,000 in property taxes, resulting in a tax rate impact of \$0.086 in FY 27 based upon projected assessed values.)

	<u>Yes</u>	<u>No</u>	<u>Abstained</u>
<i>Voted by the Town Council:</i>	0	0	0
<i>Voted by the Budget Committee:</i>	0	0	0

ARTICLE NO. 10: [FIRE DEPARTMENT TRUCK CAPITAL RESERVE FUND]

To see if the Town will vote to raise and appropriate **THREE HUNDRED THOUSAND DOLLARS (\$300,000)** to be placed in the Fire Vehicle Capital Reserve fund and further to authorize the use of **THREE HUNDRED THOUSAND DOLLARS (\$300,000)** from the June 30 Unassigned Fund Balance towards this appropriation.

(If passed, this article will require the Town to raise \$0.00 in property taxes, resulting in a tax rate impact of \$0.000 in FY 27 based upon projected assessed values.)

	<u>Yes</u>	<u>No</u>	<u>Abstained</u>
<i>Voted by the Town Council:</i>	0	0	0
<i>Voted by the Budget Committee:</i>	0	0	0

ARTICLE NO. 11: [FIRE DEPARTMENT EQUIPMENT CAPITAL RESERVE FUND]

To see if the Town will vote to raise and appropriate **EIGHT HUNDRED THOUSAND DOLLARS (\$800,000)** to be placed in the Fire Equipment Capital Reserve Fund and further to authorize the use of **FIVE HUNDRED FIFTY THOUSAND DOLLARS (\$550,000)** from the June 30 Unassigned Fund Balance towards this appropriation.

(If passed, this article will require the Town to raise \$250,000 in property taxes, resulting in a tax rate impact of \$0.033 in FY 27 based upon projected assessed values.)

	<u>Yes</u>	<u>No</u>	<u>Abstained</u>
<i>Voted by the Town Council:</i>	0	0	0
<i>Voted by the Budget Committee:</i>	0	0	0

2026 Warrant

DRAFT AS OF 01/07/2026

ARTICLE NO. 12: [INFORMATION TECHNOLOGY CAPITAL RESERVE FUND]

To see if the town will vote to raise and appropriate the sum of **THREE HUNDRED FIFTY THOUSAND DOLLARS (\$350,000)** to be placed in the Information Technology Capital Reserve Fund and further to authorize the use of **FIFTY THOUSAND DOLLARS (\$50,000)** from the June 30 Unassigned Fund Balance towards this appropriation.

(If passed, this article will require the Town to raise \$300,000 in property taxes, resulting in a tax rate impact of \$0.040 in FY 27 based upon projected assessed values.)

	<u>Yes</u>	<u>No</u>	<u>Abstained</u>
<i>Voted by the Town Council:</i>	0	0	0
<i>Voted by the Budget Committee:</i>	0	0	0

ARTICLE NO. 13: [PILLSBURY CEMETERY EXPANSION CAPITAL RESERVE FUND]

To see if the Town will vote to raise and appropriate **SEVENTY-FIVE THOUSAND DOLLARS (\$75,000)** to be placed in the Pillsbury Cemetery Expansion Capital Reserve Fund.

(If passed, this article will require the Town to raise \$75,000.00 in property taxes, resulting in a tax rate impact of \$0.010 in FY 27 based upon projected assessed values.)

	<u>Yes</u>	<u>No</u>	<u>Abstained</u>
<i>Voted by the Town Council:</i>	0	0	0
<i>Voted by the Budget Committee:</i>	0	0	0

ARTICLE NO. 14: [RECREATION CAPITAL RESERVE FUND]

To see if the town will vote to raise and appropriate **TWENTY-FIVE THOUSAND DOLLARS (\$25,000)** to be placed in the Recreation Department Capital Reserve Fund and further to authorize the use of **TWENTY-FIVE THOUSAND DOLLARS (\$25,000)** from the June 30 Unassigned Fund Balance towards this appropriation.

(If passed, this article will require the Town to raise \$0.00 in property taxes, resulting in a tax rate impact of \$0.000 in FY 27 based upon projected assessed values.)

	<u>Yes</u>	<u>No</u>	<u>Abstained</u>
<i>Voted by the Town Council:</i>	0	0	0
<i>Voted by the Budget Committee:</i>	0	0	0

2026 Warrant

DRAFT AS OF 01/07/2026

ARTICLE NO. 15: [CABLE EQUIPMENT CAPITAL RESERVE FUND]

To see if the Town will vote to raise and appropriate **THIRTY-TWO THOUSAND FIVE HUNDRED DOLLARS (\$32,500)** to be placed in the Cable Equipment Capital Reserve Fund with funding to come from the annual distribution of Public Educational and Government Access programming from the current Franchise Agreement.

(If passed, this article will require the Town to raise \$0.00 in property taxes, resulting in a tax rate impact of \$0.00 in FY 27 based upon projected assessed values.)

	<u>Yes</u>	<u>No</u>	<u>Abstained</u>
<i>Voted by the Town Council:</i>	0	0	0
<i>Voted by the Budget Committee:</i>	0	0	0

ARTICLE NO. 16: [ESTABLISH AND FUND A CAPITAL RESERVE FUND FOR TRANSPORTATION UNDER RSA 35:1]

To see if the town will vote to establish an Transportation Capital Reserve Fund under the provisions of RSA 35:1 for the purpose of making transportation infrastructure improvements along with Traffic and engineering studies to improve intersections and sections of roadways including drainage, guardrails, reconfiguration of intersections of roadways, signing, traffic signals, pedestrian/bicycle infrastructure, the construction of improvements to roadways, intersections, guardrails, signs, traffic signals, pedestrian/bicycle infrastructure, right of way acquisition, traffic counting and speed measurement devices. Said funds could be used to construct these improvements solely with funds provided by the Town or with matching funds from other governmental entities or private entities, etc., and to raise and appropriate the sum of **FIVE HUNDRED THOUSAND DOLLARS (\$500,000)** to be placed in this fund and further to authorize the use of **FIVE HUNDRED THOUSAND DOLLARS (\$500,000)** from the June 30 Unassigned Fund Balance towards this appropriation. Further, to name the Town Council as agents to expend from said fund for the purposes for which it was established. (Majority Vote Required)

(If passed, this article will require the Town to raise \$0.00 in property taxes, resulting in a tax rate impact of \$0.000 in FY 27 based upon projected assessed values.)

	<u>Yes</u>	<u>No</u>	<u>Abstained</u>
<i>Voted by the Town Council:</i>	0	0	0
<i>Voted by the Budget Committee:</i>	0	0	0

2026 Warrant

DRAFT AS OF 01/07/2026

ARTICLE NO.17: [ESTABLISH AND FUND WATER SYSTEM CAPITAL RESERVE FUND UNDER RSA 35:1]

To see if the town will vote to establish an Water System Capital Reserve Fund under the provisions of RSA 35:1 for the purpose of expanding funding necessary expenses to expand water accessibility in Londonderry, and to raise and appropriate the sum of **FIVE HUNDRED THOUSAND DOLLARS (\$500,000)** to be placed in this fund and further to authorize the use of **FIVE HUNDRED THOUSAND DOLLARS (\$500,000)** from the June 30 Unassigned Fund Balance towards this appropriation. (Majority Vote Required)

(If passed, this article will require the Town to raise \$0.00 in property taxes, resulting in a tax rate impact of \$0.000 in FY 27 based upon projected assessed values.)

	<u>Yes</u>	<u>No</u>	<u>Abstained</u>
<i>Voted by the Town Council:</i>	0	0	0
<i>Voted by the Budget Committee:</i>	0	0	0

ARTICLE NO.18: [FUND WATER SPECIAL ASSESSMENT DISTRICT]

To see if the town will vote to raise and appropriate the sum of **FOUR HUNDRED THOUSAND DOLLARS (\$400,000)** to be placed in this the Water Special Assessment District and further to authorize the use of **FOUR HUNDRED THOUSAND DOLLARS (\$400,000)** from the June 30 Unassigned Fund Balance towards this appropriation. (Majority Vote Required)

(If passed, this article will require the Town to raise \$0.00 in property taxes, resulting in a tax rate impact of \$0.000 in FY 27 based upon projected assessed values.)

	<u>Yes</u>	<u>No</u>	<u>Abstained</u>
<i>Voted by the Town Council:</i>	0	0	0
<i>Voted by the Budget Committee:</i>	0	0	0

ARTICLE NO. 19: [FIRE DEPARTMENT – ADD ONE FULL-TIME EXECUTIVE ASSISTANT]

To see if the Town will vote to raise and appropriate **ONE HUNDRED FOURTY-THREE THOUSAND THREE HUNDRED AND THREE DOLLARS (\$143,303)** for the purpose of adding one full-time Fire Executive Assistant to the Fire department. Should this warrant article pass, the position and its appropriation will be part of both the operating and default budget in future years.

(If passed, this article will require the Town to raise \$143,303 in property taxes, resulting in a tax rate impact of \$0.019 in FY 27 based upon projected assessed values.)

	<u>Yes</u>	<u>No</u>	<u>Abstained</u>
<i>Voted by the Town Council:</i>	0	0	0
<i>Voted by the Budget Committee:</i>	0	0	0

ARTICLE NO. 20: [FIRE DEPARTMENT – ADD ONE FULL-TIME FIRE TRAINING OFFICER]

To see if the Town will vote to raise and appropriate **ONE HUNDRED SEVENTY-THREE THOUSAND TWO HUNDRED AND TWENTY-SIX DOLLARS (\$173,226)** for the purpose of adding one full-time Fire Training Officer to the Fire department. Should this warrant article pass, the position and its appropriation will be part of both the operating and default budget in future years.

(If passed, this article will require the Town to raise \$173,226 in property taxes, resulting in a tax rate impact of \$0.023 in FY 27 based upon projected assessed values.)

	<u>Yes</u>	<u>No</u>	<u>Abstained</u>
<i>Voted by the Town Council:</i>	<i>0</i>	<i>0</i>	<i>0</i>
<i>Voted by the Budget Committee:</i>	<i>0</i>	<i>0</i>	<i>0</i>

ARTICLE NO. 21: [REALLOCATION OF REMAINING FUNDS APPROPRIATED FOR THE HIGH RANGE ROAD WATER SUPPLY PROJECT]

To see if the Town will approve the reallocation of any funds appropriated by Article 3 at the March 12, 2024, Town election for the construction of a water main down High Range Road remaining after the completion of the project to fund the installation of other public water infrastructure extending safe and clean drinking water to Londonderry’s residents.

ARTICLE NO. 22: [ESTABLISH MUNICIPAL AND TRANSPORTATION IMPROVEMENT CAPITAL RESERVE]

To see if the Town will vote to collect an additional motor vehicle registration fee of \$5.00 per vehicle for the purpose of supporting a Municipal Transportation Improvement Fund as set forth in RSA 261:153 VI, and further, to vote to establish said fund as a capital reserve fund governed by RSA 35 and to appoint the Town Council as agents to expend from this capital reserve fund for the purposes for which it was established. Proceeds from the Municipal Transportation Improvement Fund are to be used to support eligible local transportation projects as permitted under RSA 261:153 such as public transportation, roadway improvements, signal upgrades, and development of new bicycle and pedestrian paths. The funds may be used as matching funds for state or federal funds allocated for local or regional transportation improvements but may not be used to offset any other non-transportation appropriations.

The additional fee shall be collected from all vehicles, both passenger and commercial, with the exception of all-terrain vehicles as defined in RSA 215-A:1, I-b and antique motor vehicles, farm tractors, or motorcycles as defined in RSA 259:4.

(If passed, this article will require the Town to raise \$0.00 in property taxes, resulting in a tax rate impact of \$0.000 in FY 27 based upon projected assessed values.)

2026 Warrant

DRAFT AS OF 01/07/2026

ARTICLE NO. 23: [ESTABLISH CAPITAL RESERVE FUND – REVERAND MORRISON MEETING HOUSE/LIONS HALL – CITIZENS PETITION]

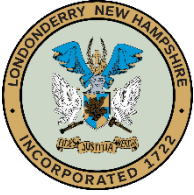
To see if the town will vote to establish a Reverand Morrison Meeting House/Lions Hall Capital Reserve Fund under the provisions of RSA 35:1 for the purpose of reopening and/or maintaining the building and surrounding facilities as a community public event/multi use center, and to raise and appropriate the sum of NINE HUNDRED FIFTY THOUSAND DOLLARS (\$950,000) to be placed in this fund and further to authorize the use of FOUR HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$475,000) from the June 30 Unassigned Fund Balance towards this appropriation and further to designate the Town Council as agents to expend. (Majority Vote Required)

(If passed, this article will require the Town to raise \$475,000 in property taxes, resulting in a tax rate impact of \$0.063 in FY 27 based upon projected assessed values.)

	<u>Yes</u>	<u>No</u>	<u>Abstained</u>
<i>Voted by the Town Council:</i>	0	0	0
<i>Voted by the Budget Committee:</i>	0	0	0

ARTICLE NO. 24: [TRANSACTION OF OTHER BUSINESS]

To transact any other business that may legally come before this meeting. No business enacted under this article shall have any binding effect upon the Town.



Town of Londonderry, New Hampshire
268B Mammoth Road • Londonderry, NH 03053
(603) 432-1100 • londonderrynh.gov

Town Council Meeting – Agenda Item Coversheet

Meeting Date: 1/12/2026
Submitted By: TM Shaun Mulholland
Department: Town Manager

Contact Information: Email or Telephone
Estimated Discussion Time: 20 Minutes
Agenda Item Number: TC OFFICE USE

Agenda Item Title: Discuss warrant article for the renovation of the Reverend Morrison Meeting House commonly referred to as the Lions Hall.

Background and Purpose: On September 15, 2025 at the request of members of the Lions Club the Town Council directed the Town Manager to develop cost estimates for the renovation of the building located at 256 Mammoth Rd. commonly referred to as the Lions Hall. The goal was to bring a warrant article before the voters for the renovation of the building.

The Reverend Morrison Meeting House was constructed in the 1700's. The building was moved to this location from another location in Town sometime in the mid-1800's. Repairs and upgrades were made to the building in 1910 and 1929. The building served as the Town Hall for many years. The Town moved the Town Hall out of the building in 1968. The building remained empty until the 1970's at which time it was leased to the Lions Club. According to the documents in the file the building has undergone renovations since the Lions Club leased the building. The lease to the Lions Club for the building has been amended several times including 1988, 1993, 2014 and 2019. The lease expired on 4/1/2024. The building has been unoccupied for several years now due to its condition.

Several studies have been commissioned recently regarding the building. Weston & Sampson engineering developed an existing conditions report with redevelopment options in October of 2022. Weston & Sampson provided the Town Council with a presentation in October of 2023 with several redevelopment opportunities for the building and site. ARCOVE Architects produced a Historic Building Conditions Assessment on May 31, 2025. The ARCOVE report also included a structural analysis from Structures North Consulting Engineers. APS Environmental Group conducted mold testing in the building in August of 2025 which showed the presence of different types of mold likely caused from water infiltration from the roof leaks. The building is presently posted by the Health Officer due to the health risks of mold. In December of 2025 an assessment of the septic system was conducted. The septic tank was pumped out, and a high-level assessment of the leach field was conducted indicating that the system was functioning. It was discovered that no septic design was provided to NH DES nor was there a permit issued by the Town for the septic system and leach field. Additionally, it was determined that the water well on site was too close to the septic system contrary to applicable state laws and administrative regulations. This is presently under further investigation by the Health Officer.

The Town Council created the Reverend Morrison Meetinghouse Study Committee in July of 2024. The committee charge directed the committee to provide the Town Council with a report and recommendations by October 1, 2024. The last set of minutes for this committee that I was able to locate was for the November 21,

2024 meeting. I was unable to locate any subsequent meeting minutes or agendas nor was I able to locate any reports or recommendations from the committee.


ReArch Construction provided cost estimates for the renovation of the building on December 15, 2025. The estimated cost of the renovations if work began in June of 2026 is \$3,380,551. The renovation would result in the building being compliant with the building and energy codes. The work would also result in the building being ADA compliant on the first floor only and a fire suppression system to meet life safety code requirements. The second floor would not be ADA accessible and not completely renovated.

ReArch Construction also provided an estimated cost for the demolition of the building at \$584,359.

Action: The TM is providing the Town Council with the Information that it requested in September. A warrant article for a 20 year bond in the amount of \$3,380,551 has been prepared for its consideration. A bond hearing would need to be scheduled for January 19, 2026 for consideration and action by the Town Council to move this warrant article to the ballot if it so chooses.

Proposed Motion: *MOVED, that the Londonderry Town Council hereby schedules a bond hearing for January 19, 2026 at 7 PM at the Londonderry Town Hall to receive public input and act to move a warrant article in the amount of \$3,380,551 to the ballot of the 2026 Annual Town Meeting for consideration by the voters.*

Attachments: [Lions Hall | Londonderry, NH](#)

12/15/2025	Reverend Morrison Meeting House, Londonderry NH			
Estimate Name	Schematic Budget - Option 1 - Abate and Demolish the Entire Structure			
	Main Floor Area - 4,177 sf	4,177	sf	
	Second Floor Area - Non ADA Accessible - 1,224 sf	1,224	sf	
	Total SF Area =		5,401	sf


Div/Trd #	Description	Quantity	Unit	Div. Total
Div-01a	PRECONSTRUCTION SERVICES:	5.28	/sf	\$ 28,520
Div-01a	DESIGN AND ENGINEERING SERVICES:	3.24	/sf	\$ 17,500
Div-01b	GENERAL CONDITIONS:	24.66	/sf	\$ 133,202
Div-01c	GENERAL REQUIREMENTS:	4.93	/sf	\$ 26,652
Div-02	DEMOLITION / ABATEMENT:	38.40	/sf	\$ 207,424
Div-03	CONCRETE WORK:	0.00	/sf	N/A - No Scope
Div-04	MASONRY WORK:	0.00	/sf	N/A - No Scope
Div-05	STRUCTURAL & MISCELLANEOUS STEEL:	0.00	/sf	N/A - No Scope
Div-06a	ROUGH CARPENTRY & FRAMING:	0.00	/sf	N/A - No Scope
Div-06b	FINISH CARPENTRY:	0.00	/sf	N/A - No Scope
Div -07a	WATERPROOFING & DAMPPROOFING:	0.00	/sf	N/A - No Scope
Div -07b	INSULATION & VAPOR BARRIERS:	0.00	/sf	N/A - No Scope
Div -07c	ROOFING & SIDING SYSTEMS:	0.00	/sf	N/A - No Scope
Div -07d	CAULKING & SEALANTS:	0.00	/sf	N/A - No Scope
Div-08a	FRAMES, DOORS & HARDWARE:	0.00	/sf	N/A - No Scope
Div-08d	WINDOWS:	0.00	/sf	N/A - No Scope
Div-09a	GYPSUM WALLBOARD ASSEMBLIES:	0.00	/sf	N/A - No Scope
Div-09b	CEILINGS:	0.00	/sf	N/A - No Scope
Div-09c	HARD TILE & RESILIENT FLOORING:	0.00	/sf	N/A - No Scope
Div-09d	PAINTING & FINISHING:	0.00	/sf	N/A - No Scope
Div-10	SPECIALTIES:	0.00	/sf	N/A - No Scope
Div-13	SPECIAL CONSTRUCTION:	0.00	/sf	N/A - No Scope
Div-14	CONVEYING SYSTEMS:	0.00	/sf	N/A - No Scope
Div-21	FIRE SUPPRESSION SYSTEMS:	0.00	/sf	N/A - No Scope
Div-22	PLUMBING SYSTEMS:	0.37	/sf	\$ 2,000
Div-23	HVAC SYSTEMS:	0.37	/sf	\$ 2,000
Div-26/27/28	ELECTRICAL:	2.14	/sf	\$ 11,551
Div-31/32/33	EARTHWORK:	11.08	/sf	\$ 59,821
Div-32	EXTERIOR IMPROVEMENTS:	1.16	/sf	\$ 6,266
	Sub Total			\$ 494,935
	General Liability	0.6%		\$ 2,970
	CM Fee	5.5%		\$ 27,385
	Bond	0.96%		\$ 5,043
	CM Contingency	7.5%		\$ 39,775
	Total Construction Cost Budget based on December 2025 dollars			\$ 570,107
	Constrcution Escalation - 6 Months Escalation for June 2026 Start	2.5%		\$ 14,253
	Total Construction Cost Estimate based upon Starting June 2026			\$ 584,359

Schematic Budget - Option 1 - Abate and Demolish the Entire Structure

#	Included Allowances	Total Allowance
1	Asbestos, Lead Paint and PCB's Abatement - Scope is currently unknown & includes 2 weeks for TBD removal	\$ 35,107
2	Allowance for the landscape seeding of disturbed areas	\$ 6,266

Schematic Budget - Option 1 - Abate and Demolish the Entire Structure

#	Qualifications / Assumptions	
1	Estimate is based upon a (3) Month Continuous Construction duration.	
2	Schedule include (2) weeks for "Currently" unknown abatement removal scope. We reevaluate after inspection.	
3	Excludes Permit Fees. Assumes by Owner	
4	Assumes existing asphalt remains as is and no repair scope has been included.	
5	Excludes the modification and or repairs to the existing separate structure within the site.	
6	Assumes leaving the existing septic system / leaching field in place	
7	Assumes leaving the existing well in place. Does not include removal.	
8	This includes minor fill to level the building site after structural removal. Will loam seed for stabilization.	

12/15/2025	Reverend Morrison Meeting House, Londonderry NH			
Estimate Name	Schematic Budget - Option 2 - Abate and ReBuild			
	Main Floor Area - 4,177 sf	4,177	sf	
	Second Floor Area - Non ADA Accessible - 1,224 sf	1,224	sf	
	Total SF Area =		5,401	sf

Div/Trd #	Description	Quantity	Unit	Div. Total
Div-01a	PRECONSTRUCTION SERVICES:	7.89	/sf	\$ 42,601
Div-01a	DESIGN AND ENGINEERING SERVICES:	18.05	/sf	\$ 97,500
Div-01b	GENERAL CONDITIONS:	73.99	/sf	\$ 399,606
Div-01c	GENERAL REQUIREMENTS:	15.92	/sf	\$ 85,995
Div-02	DEMOLITION / ABATEMENT:	30.51	/sf	\$ 164,782
Div-03	CONCRETE WORK:	18.85	/sf	\$ 101,789
Div-04	MASONRY WORK:	13.65	/sf	\$ 73,740
Div-05	STRUCTURAL & MISCELLANEOUS STEEL:	3.15	/sf	\$ 17,000
Div-06a	ROUGH CARPENTRY & FRAMING:	44.79	/sf	\$ 241,900
Div-06b	FINISH CARPENTRY:	13.34	/sf	\$ 72,048
Div -07a	WATERPROOFING & DAMPPROOFING:	0.00	/sf	N/A - No Scope
Div -07b	INSULATION & VAPOR BARRIERS:	15.79	/sf	\$ 85,307
Div -07c	ROOFING & SIDING SYSTEMS:	9.94	/sf	\$ 53,700
Div -07d	CAULKING & SEALANTS:	0.70	/sf	\$ 3,781
Div-08a	FRAMES, DOORS & HARDWARE:	7.01	/sf	\$ 37,845
Div-08d	WINDOWS:	0.89	/sf	\$ 4,800
Div-08g	GLAZING:	0.22	/sf	\$ 1,170
Div-08h	LOUVERS & VENTS:	1.10	/sf	\$ 5,941
Div-09a	GYPSUM WALLBOARD ASSEMBLIES:	17.06	/sf	\$ 92,144
Div-09b	ACT CEILINGS:	8.14	/sf	\$ 43,938
Div-09c	HARD TILE & RESILIENT FLOORING:	8.16	/sf	\$ 44,086
Div-09d	PAINTING & FINISHING:	4.83	/sf	\$ 26,104
Div-10	SPECIALTIES:	4.00	/sf	\$ 21,580
Div-11	EQUIPMENT:	1.18	/sf	\$ 6,360
Div-12	FURNISHINGS:	0.00	/sf	N/A - No Scope
Div-14	CONVEYING SYSTEMS:	0.00	/sf	N/A - No Scope
Div-21	FIRE SUPPRESSION SYSTEMS:	8.38	/sf	\$ 45,256
Div-22	PLUMBING SYSTEMS:	36.33	/sf	\$ 196,233
Div-23	HVAC SYSTEMS:	67.70	/sf	\$ 365,664
Div-26/27/28	ELECTRICAL:	50.72	/sf	\$ 273,946
Div-31/32/33	EARTHWORK:	11.77	/sf	\$ 63,544
Div-31b	REMOVAL OF UNSUITABLE or CONTAMINATED SOILS:	0.00	/sf	N/A - No Scope
Div-32	EXTERIOR IMPROVEMENTS:	2.64	/sf	\$ 14,266
Div-33	UTILITIES: WATER, SEPTIC, GAS	33.44	/sf	\$ 180,600
	Sub Total			\$ 2,863,224
	General Liability	0.6%		\$ 17,179
	CM Fee	5.5%		\$ 158,422
	Bond	1.0%		\$ 29,173
	CM Contingency	7.5%		\$ 230,100
	Total Construction Cost Budget based on December 2025 dollars			\$ 3,298,099
	Construction Escalation - 6 Months Escalation for June 2026 Start	2.5%		\$ 82,452
	Total Construction Cost Estimate based upon Starting June 2026			\$ 3,380,551

Schematic Budget - Option 2 - Abate and ReBuild

#	Included Allowances	Total Allowance
1	Asbestos, Lead Paint and PCB's Abatement - Scope is currently unknown & includes 2 weeks for TBD removal	\$ 35,107
2	Allowance for the "TBD" foundation repairs	\$ 5,000
3	Allowance for the "TBD" siding, trim and soffit repairs	\$ 15,000
4	Allowance for the "TBD" roofing, roof flashings, gutter repairs	\$ 15,000
5	Allowance for the flooring types (various sf / sy allowances included)	\$ 44,086
6	Allowance for the furnishing and installation of the Kitchen Appliances	\$ 6,500
7	Allowance for the landscape plantings and seeding	\$ 14,266
8	Allowance for the "TBD" existing septic system repairs and or replacement	\$ 120,000

Schematic Budget - Option 2 - Abate and ReBuild

	Qualifications / Assumptions	
1	Estimate is based upon a (8) Month Continuous Construction duration.	
2	Schedule include (2) weeks for "Currently" unknown abatement removal scope. We reevaluate after inspection.	
3	Excludes Permit Fees. Assumes by Owner	
4	Assumes existing asphalt remains as is and no repair scope has been included.	
5	Excludes the modification and or repairs to the existing separate structure within the site.	
6	Excludes water pumps or filters. Assumes adequate pressure is in the street. No flow test data has been issued.	
7	Includes the installation of an Architect requested "Tin Like" ceiling system. Excludes restoration of hidden ceiling. The existing ceiling condition is unknown at this time.	
8	The existing MOLD treatment cannot be fully known and verified until full exposure is done and inspected. This unknown may have ultimately schedule and associated costs impacts.	



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PORTSMOUTH, NH 03801
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Morrison Meeting House

256 MAMMOTH RD
LONDONDERRY, NH, 03053

PRICING SET - NOT FOR CONSTRUCTION

DECEMBER 03, 2025
DESIGN DEVELOPMENT
PROJECT NO: 1041

GENERAL ABBREVIATIONS	
#	POUND OR NUMBER
&	AND
<	ANGLE
@	AT
CL	CENTERLINE
ACAS	ACCESSIBLE AISLE
ACOUS	ACOUSTICAL
ACSP	ACCESSIBLE SPACE
ACT	ACOUSTICAL CEILING TILE
ADJ	ADJUSTABLE
ADJC	ADJACENT
AFF	ABOVE FINISH FLOOR
AGGR	AGGREGATE
ALUM	ALUMINUM
APPROX	APPROXIMATE
ARCH	ARCHITECTURAL
ASPH	ASPHALT
AUD	AUDITORIUM
BD	BOARD
BITUM	BITUMINOUS
BLD	BOLLARD
BLDG	BUILDING
BLK	BLOCK
BLKG	BLOCKING
BM	BEAM
BOD	BOTTOM OF ROOF DECK
BOT	BOTTOM
CAB	CABINET
CB	CATCH BASIN
CEM	CEMENT
CER	CERAMIC
CI	CAST IRON
CJ	CONTROL JOINT
CLAD	CLADDING
CLG	CEILING
CLO	CLOSET
CLR	CLEAR
CO	CASED OPENING
COL	COLUMN
COMP	COMPRESSIBLE
CONC	CONCRETE
CONN	CONNECTION
CONSTR	CONSTRUCTION
CONT	CONTINUOUS
CORR	CORRIDOR
CPT	CARPET
CT	CERAMIC TILE
CTR	CENTER
CTSK	COUNTERSUNK
DBL	DOUBLE
DEPT	DEPARTMENT
DET	DETAIL
DF	DRINKING FOUNTAIN
DIA	DIAMETER
DIM	DIMENSION
DISP	DISPENSER
DN	DOWN
DO	DOOR OPENING
DR	DOOR
DS	DOWNSPOUT
DSP	DRY STANDPIPE
DWG	DRAWING
DWR	DRAWER
E	EAST
EA	EACH
EJ	EXPANSION JOINT
EL	ELEVATION
ELEC	ELECTRICAL
ELEV	ELEVATOR
EMER	EMERGENCY
ENCL	ENCLOSURE
EP	ELECTRICAL PANELBOARD
EQ	EQUAL
EQPM	EQUIPMENT
ESB	EXTERIOR SOFFIT BOARD
EW	ELECTRIC WATER COOLER
EXP	EXPANSION
EXPO	EXPOSED
EXST	EXISTING
EXT	EXTERIOR
FA	FIRE ALARM
FD	FLOOR DRAIN
FDC	FIRE DEPARTMENT CONNECTION
FDN	FOUNDATION

GENERAL ABBREVIATIONS	
FE	FIRE EXTINGUISHER
FEC	FIRE EXTINGUISHER CABINET
FF	FINISH FLOOR
FHC	FIRE HOSE CABINET
FIN	FINISH
FL	FLOOR
FLSH	FLASHING
FLUOR	FLUORESCENT
FM	FLOOR MAT
FOC	FACE OF CONCRETE
FOF	FACE OF FINISH
FOS	FACE OF STUD
FR	FIRE RATED
FRP	FIBERGLASS REINFORCED
FRPF	FIREPROOF
FRT	FIRE RETARDANT TREATED
FS	FULL SIZE
FT	FOOT OR FEET
FTG	FOOTING
FUR	FURRING
FUT	FUTURE
GA	GAUGE
GALV	GALVANIZED
GC	GENERAL CONTRACTOR
GL	GLASS
GL BLK	GLASS BLOCK
GND	GROUND
GR	GRADE
GRT	GRATE
GWB	GYP SUM WALL BOARD
GYP	GYP SUM
HB	HOSE BIB
HC	HOLLOW CORE
HDCP	HANDICAPPED
HDWD	HARDWOOD
HDWE	HARDWARE
HGT	HEIGHT
HM	HOLLOW METAL
HORIZ	HORIZONTAL
HR	HOUR
ID	INSIDE DIAMETER
INSUL	INSULATION
INT	INTERIOR
JAN	JANITOR CLOSET
JT	JOINT
LBE	LOAD BEARING ELEMENT
LCC	LEAD COATED COPPER
LH	LEFT HAND
LKR	LOCKER
LP	LOW POINT
LT	LIGHT
MATL	MATERIAL
MAX	MAXIMUM
MECH	MECHANICAL
MEMB	MEMBRANE
MFR	MANUFACTURER
MIN	MINIMUM
MISC	MISCELLANEOUS
MO	MASONRY OPENING
MR	MOISTURE RESISTANT
MTD	MOUNTED
MTL	METAL
MUL	MULLION
N	NORTH
NIC	NOT IN CONTRACT
NO	NUMBER
NOM	NOMINAL
NTS	NOT TO SCALE
OC	ON CENTER
OD	OUTSIDE DIAMETER
OFCI	OWNER FURNISHED CONTRACTOR INSTALLED
OFF	OFFICE
OFOI	OWNER FURNISHED OWNER INSTALLED
OH	OPPOSITE HAND
OPNG	OPENING
OPP	OPPOSITE
OVHD	OVERHEAD
PART	PARTITION
PC	PRECAST
PEP	PORCELAIN ENAMEL PANEL

GENERAL ABBREVIATIONS	
PERF	PERFORATED
PL	PLATE
PLAS	PLASTER
PLYWD	PLYWOOD
POL	POLISHED
POLY	POLYETHYLENE
PR	PAIR
PT	PRESSURE TREATED
PTD	PAINTED
QT	QUARRY TILE
R	RISER
RAD	RADIUS
RCP	REFLECTED CEILING PLAN
RD	ROOF DRAIN
REF	REFERENCE
REFIN	REINFORCED
REM	REMOVE
REQD	REQUIRED
RESIL	RESILIENT
REV	REVISION
RH	RIGHT HAND
RMI	ROOM
RO	ROUGH OPENING
ROW	RIGHT OF WAY
RTU	ROOF TOP UNIT
S	SOUTH
SAFB	SOUND ATTENUATION FIRE BLANKET
SCHED	SCHEDULE
SECT	SECTION
SG	SOUND GASKET
SH	SHELF
SHT	SHEET
SIM	SIMILAR
SOH	SIMILAR OPPOSITE HAND
SPEC	SPECIFICATION
SQ	SQUARE
SS	STAINLESS STEEL
STD	STANDARD
STL	STEEL
STOR	STORAGE
STRUCT	STRUCTURAL
SUSP	SUSPENDED
SYM	SYMMETRICAL
SYS	SYSTEM
TEL	TELEPHONE
TER	TERRAZZO
THK	THICK
TOC	TOP OF CONCRETE
TOS	TOP OF STEEL
TOW	TOP OF WALL
TYP	TYPICAL
UNF	UNFINISHED
UN	UNLESS OTHERWISE NOTED
VB	VAPOR BARRIER
VCT	VINYL COMPOSITION TILE
VEN	VENEER
VERT	VERTICAL
VEST	VESTIBULE
VIF	VERIFY IN FIELD
VWC	VINYL WALL COVERING
W	WEST
W	WITH
WO	WITHOUT
WD	WOOD
WH	WALL HUNG
WD	WIDTH
WP	WATERPROOF
WT	WEIGHT

DRAFTING SYMBOLS	
Room name	AREA TAG
150 SF	
Room name	ROOM TAG
101	
101	DOOR TAG
AA	WINDOW TAG
SA	WALL TAG
0.0	GRID LINES AND BUBBLES
1 SIM A101	BUILDING SECTION
1 SIM A101	WALL SECTION
1 SIM A101	DETAIL
1 SIM A101	CALLOUT
A201 1	EXTERIOR ELEVATION
1 4 A5.012 3	INTERIOR ELEVATION
LEVEL 1 0'-0"	DATUM/SPOT ELEVATION
A1 View Name	TITLE MARK
N	NORTH ARROW
26'-0"	

SHEET LIST - SCHEMATIC DESIGN		
SHEET NO.	NAME	Schematic Design
T.01	COVER SHEET	•
T.02	DRAWING INDEX, NOTES AND STANDARDS	•
T.03	ACCESSIBILITY STANDARDS	•
LS.00	CODE ANALYSIS & LIFE SAFETY	•
AD.01	DEMOLITION PLANS	•
A1.11	FLOOR PLANS	•
A1.21	REFLECTED CEILING PLANS	•
PS.01	STRUCTURAL PLANS	•
PS.02	STRUCTURAL PLANS	•
PS.03	STRUCTURAL PLANS	•



Morrison Meeting House

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PROJECT NO: 1041

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STRUCTURES NORTH

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SALEM, MA 01970
978.745.6817

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DESIGN DEVELOPMENT

REVISIONS

NO.	DATE	DESCRIPTION

DRAWING INDEX, NOTES AND STANDARDS

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T.02



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DEMOLITION PLANS



SCALE: As indicated
 DATE: 12/03/2025
 DRAWN: Author
 CHECKED: Checker

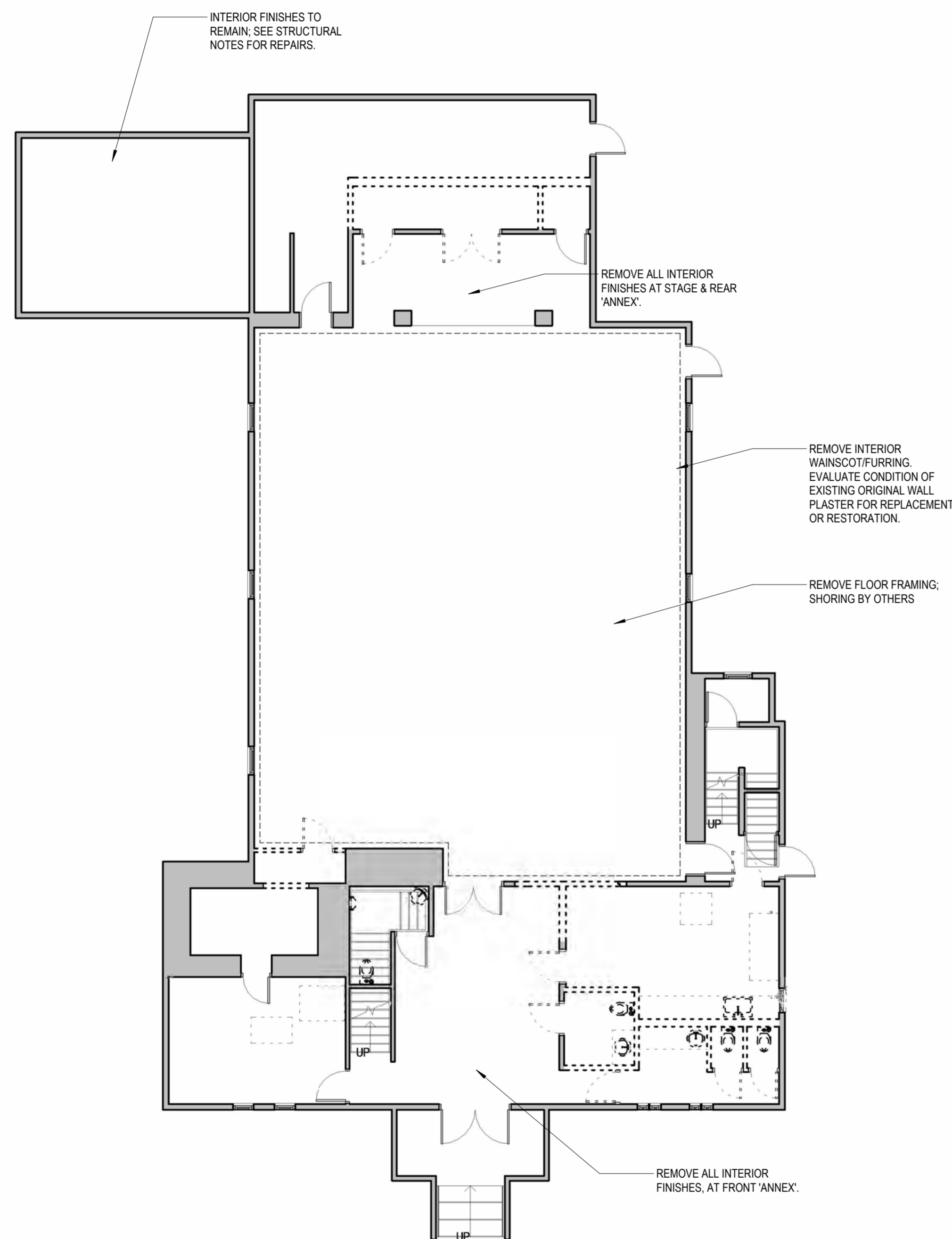
AD.01

GENERAL DEMO NOTES

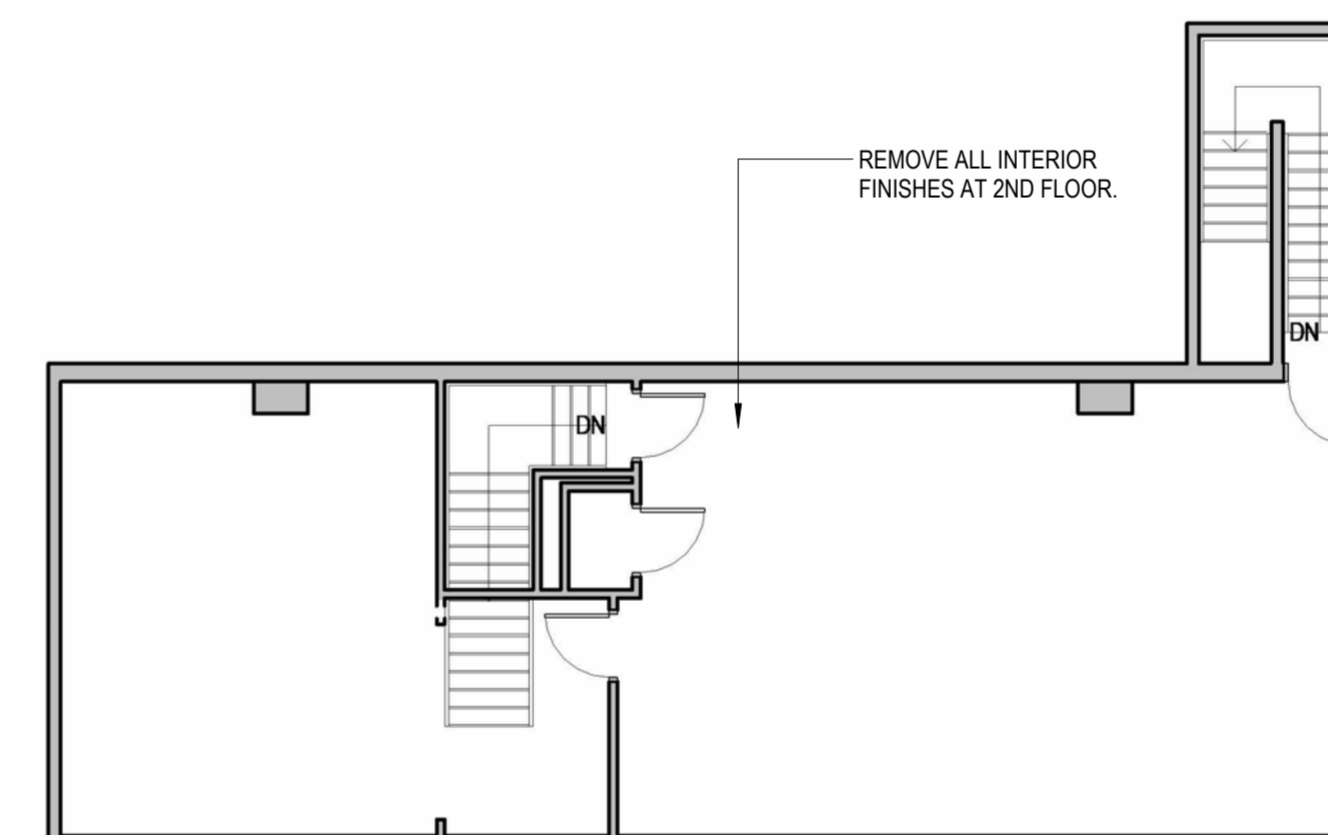
- SEE SPECIFICATIONS FOR ADDITIONAL DEMOLITION REQUIREMENTS AND SALVAGING OF EXISTING ITEMS FOR OWNER'S USE.
- SEE MECHANICAL, PLUMBING, FIRE PROTECTION AND ELECTRICAL SHEETS FOR ADDITIONAL DEMOLITION REQUIREMENTS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PATCHING AND REPAIRING ALL BUILDING AND SITE DAMAGE CAUSED BY DEMOLITION AND NEW CONSTRUCTION.
- THE CONTRACTOR SHALL FIELD VERIFY ALL EXISTING DIMENSIONS, CONDITIONS, MATERIALS AND CLEARANCE DISCREPANCIES. CONFLICTS SHALL BE REPORTED TO THE ARCHITECT.
- THE CONTRACTOR SHALL REPORT ALL EXISTING DAMAGE AND DETERIORATION TO THE OWNER AND ARCHITECT IN WRITING PRIOR TO BEGINNING OF DEMOLITION AND NEW CONSTRUCTION.
- THE CONTRACTOR SHALL REFER TO THE DRAWINGS FOR NEW CONSTRUCTION AND COORDINATE/VERIFY THE EXACT REQUIRED EXTENTS OF DEMOLITION. CONFLICTS AND DISCREPANCIES SHALL BE REPORTED TO THE ARCHITECT.
- THE CONTRACTOR SHALL CONTACT THE OWNER AND COORDINATE ALL EXISTING WARRANTY ISSUES PRIOR TO DEMOLITION AND NEW CONSTRUCTION.
- THE CONTRACTOR SHALL FIELD VERIFY THE LOCATION OF ALL EXISTING UTILITIES WITH THE OWNER PRIOR TO DEMOLITION AND NEW CONSTRUCTION.
- REMOVE ALL EXISTING CEILINGS IN ALL ROOMS AND AREAS WHERE NEW CEILINGS ARE INDICATED - SEE REFLECTED CEILING PLANS, FINISH SCHEDULE AND KEYED DEMOLITION NOTES FOR ADDITIONAL INFORMATION AND EXISTING FEATURES THAT ARE TO REMAIN AND BE RE-USED.
- REMOVE ALL EXISTING FLOOR FINISHES (CARPET, VCT, CERAMIC TILE, ETC.) IN ALL ROOMS AND AREAS WHERE NEW FLOOR FINISHES ARE INDICATED - SEE PLANS AND FINISH SCHEDULE. REMOVE ALL GLUE AND GROUT RESIDUE. PATCH, REPAIR AND PREP FLOORS AS REQUIRED FOR NEW CONSTRUCTION AND PROPER INSTALLATION OF NEW FLOOR FINISHES.
- CONDUCT MISCELLANEOUS DEMOLITION AS REQUIRED ON ALL SURFACES TO REMOVE ITEMS SUCH AS PROTRUDING NAILS, SCREWS, HANGING HOOKS, FASTENERS, TAPE AND WALLPAPER. PATCH, REPAIR AND PREP SURFACES AS REQUIRED FOR NEW FINISHES. SEE FINISH SCHEDULE FOR ADDITIONAL INFORMATION.
- GENERAL NOTE FOR ALL WALLS TO REMAIN - REMOVE ALL EXISTING WALL BASE (VINYL, WOOD, TILE, ETC.) REMOVE GROUT OR ADHESIVE. PATCH, REPAIR AND PREP WALLS FOR NEW BASE INSTALLATION. COORDINATE DEMOLITION WITH NEW WORK. SEE NEW PLANS AND FINISH SCHEDULE FOR ADDITIONAL INFORMATION AND EXISTING FEATURES TO BE RE-USED.
- CONTRACTOR SHALL PROTECT AND MAINTAIN FIRE-RATED SPRAY-ON MATERIAL ON ALL STEEL. PATCH AND REPAIR ALL DAMAGE AND MAINTAIN INTEGRITY OF FIRE PROTECTION.
- REMOVE EXISTING SIGNAGE. SEE NEW PLANS FOR SIGNAGE TO BE RE-USED AND RELOCATED BY CONTRACTOR. ALL OTHER SIGNAGE TO BE DELIVERED TO OWNER.
- CONTRACTOR SHALL REMOVE WALL-MOUNTED BULLETIN BOARDS, ART WORK, MARKER BOARDS, SUGGESTION BOXES AND OTHER SIMILAR MISCELLANEOUS ITEMS. ALL ITEMS TO BE STORED AND THEN RE-MOUNTED AT OWNER'S DIRECTION.
- CUT EXISTING CONCRETE FLOOR SLAB AS REQUIRED FOR NEW PLUMBING AND ELECTRICAL WORK. SEE PLUMBING AND ELECTRICAL DRAWINGS FOR LOCATIONS AND ADDITIONAL INFORMATION.
- CONTRACTOR SHALL CAREFULLY REVIEW DEMOLITION REQUIREMENTS, INCLUDING MEP DEMOLITION, THAT MAY EXTEND INTO AREAS OUTSIDE OF THE SCOPE OF THE DESIGNATED SCOPE OF WORK ZONES. CONTRACTOR SHALL COORDINATE ACCESS INTO SUCH SPACES WITH OWNER PRIOR TO CONDUCTING THE WORK. PATCH, REPAIR AND RESTORE ANY DAMAGE TO AS-FOUND CONDITION.
- PATCH AND CAP ANY HOLES AND PENETRATIONS IN ROOF AND EXTERIOR WALLS WEATHER-TIGHT AND VERMIN-PROOF. PROVIDE INSULATION ON CAPS TO AVOID CONDENSATION.

DEMOLITION LEGEND

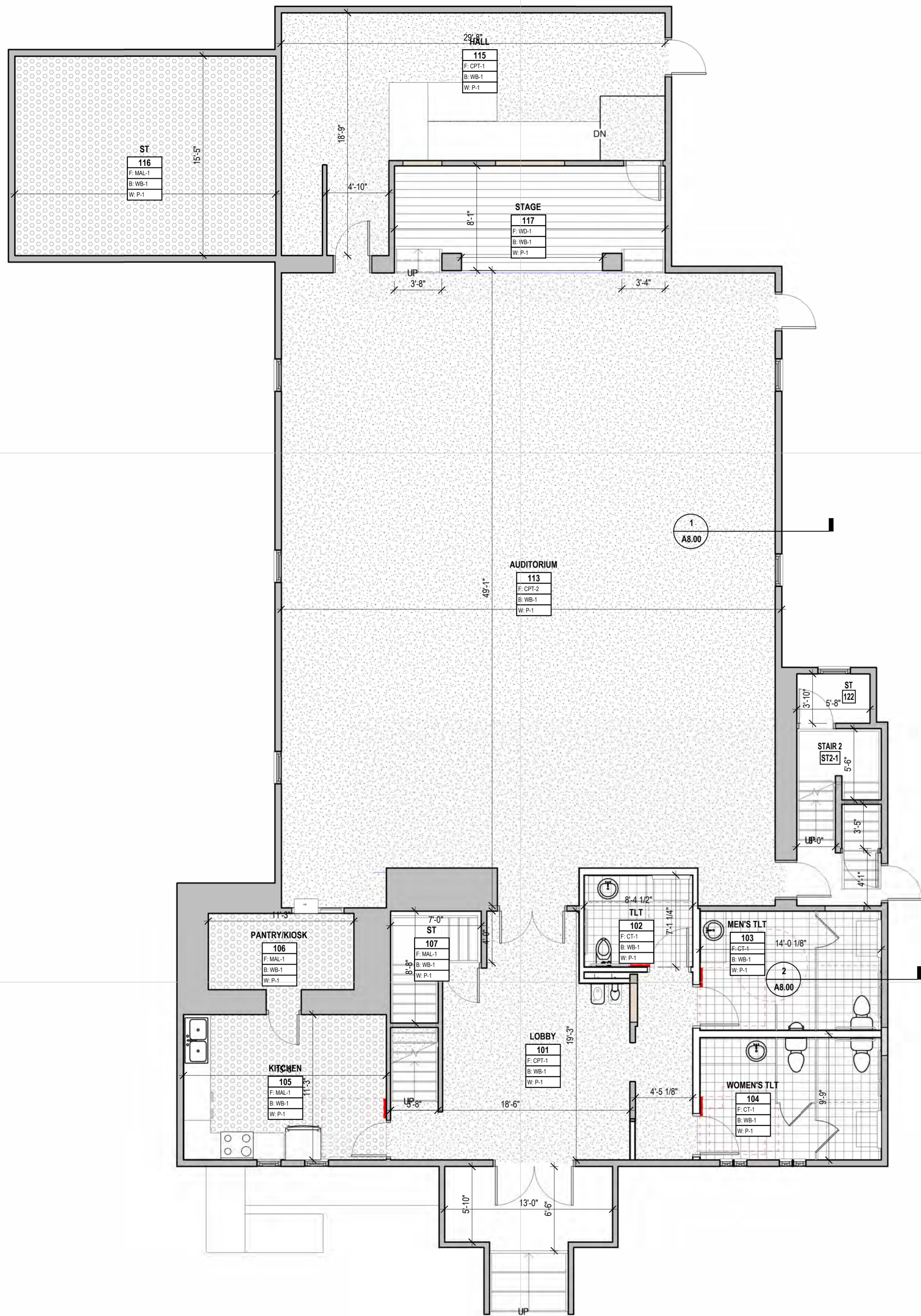
- EXISTING WALL TO BE REMOVED
- EXISTING WALL TO REMAIN
- EXISTING WINDOW & FRAME TO BE REMOVED
- EXISTING DOOR TO REMAIN
- EXISTING DOOR AND FRAME TO BE REMOVED
- AREA NOT IN SCOPE
- PLUMBING FIXTURE TO BE DEMOLISHED



1 LEVEL 1 - DEMOLITION
 1/8" = 1'-0"

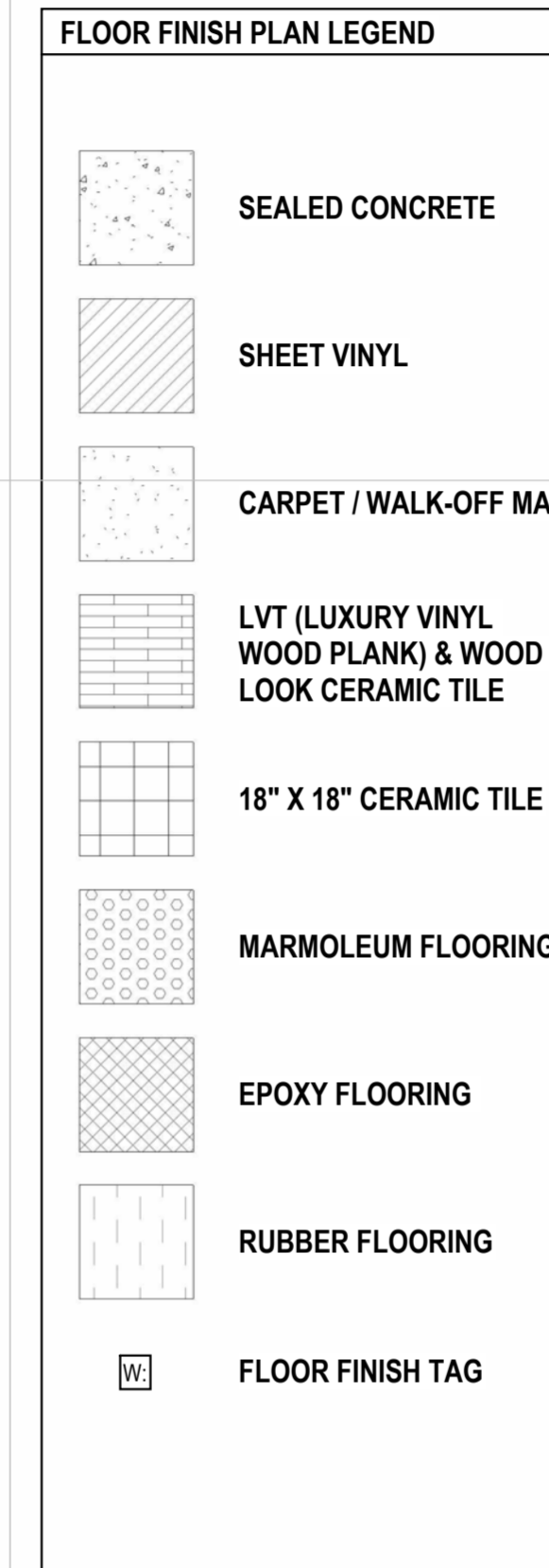


2 LEVEL 2 - DEMOLITION
 1/8" = 1'-0"

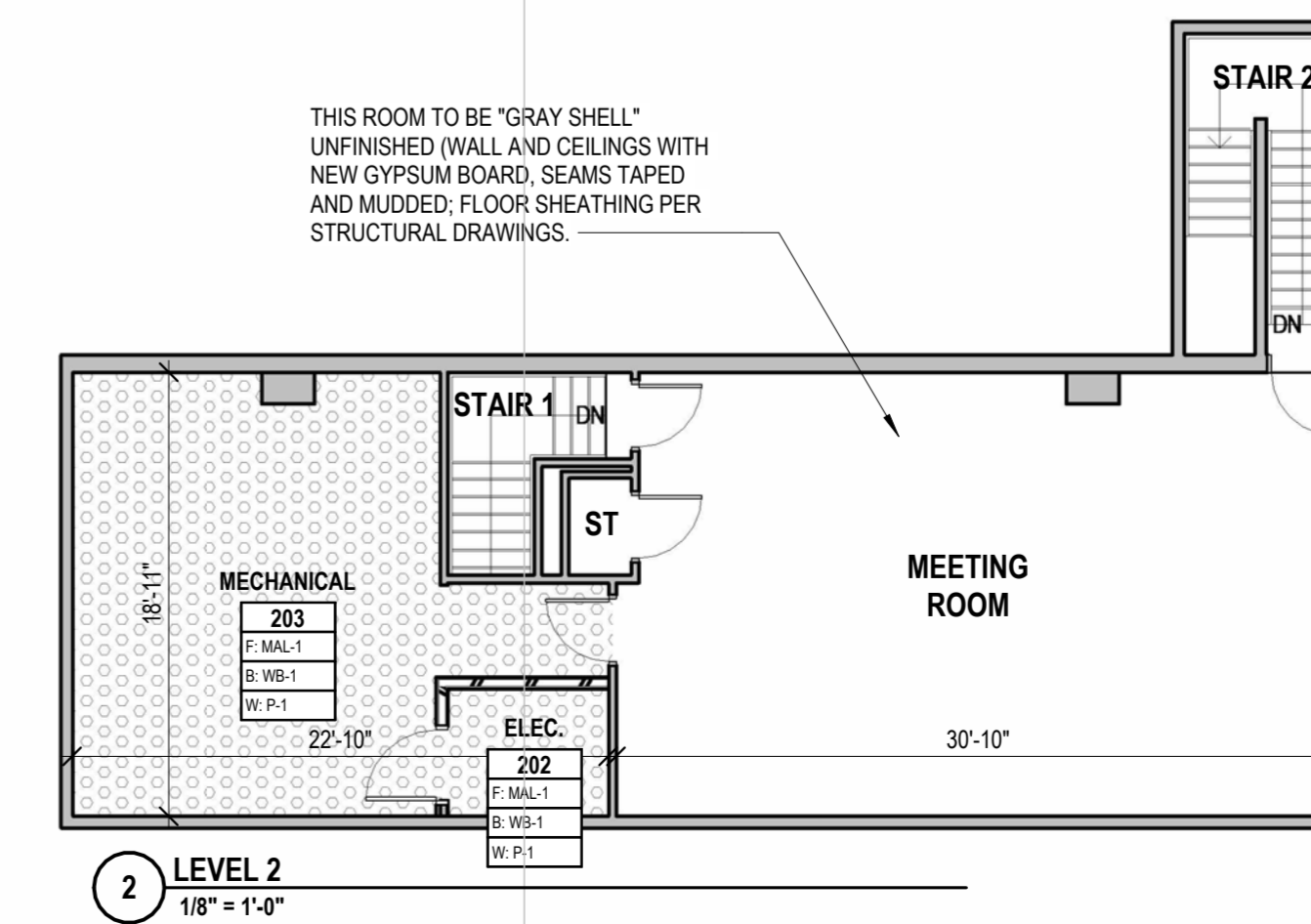


3 LEVEL 1 - OPTION 2
3/16" = 1'-0"

FINISH SCHEDULE						
Level	Name	Number	Area	Floor Finish	Base Finish	Wall Finish
LEVEL 1	LOBBY	101	350.94 SF	CPT-1	WB-1	P-1
LEVEL 1	TLT	102	59.50 SF	CT-1	WB-1	P-1
LEVEL 1	MEN'S TLT	103	129.16 SF	CT-1	WB-1	P-1
LEVEL 1	WOMEN'S TLT	104	132.66 SF	CT-1	WB-1	P-1
LEVEL 1	KITCHEN	105	176.25 SF	MAL-1	WB-1	P-1
LEVEL 1	PANTRY/KIOSK	106	70.84 SF	MAL-1	WB-1	P-1
LEVEL 1	ST	107	45.10 SF	MAL-1	WB-1	P-1
LEVEL 1	AUDITORIUM	113	1,816.62 SF	CPT-2	WB-1	P-1
LEVEL 1	HALL	115	397.48 SF	CPT-1	WB-1	P-1
LEVEL 1	ST	116	310.90 SF	MAL-1	WB-1	P-1
LEVEL 1	STAGE	117	168.06 SF	WD-1	WB-1	P-1
LEVEL 1	ST	122	21.72 SF			
LEVEL 1	STAIR 2	ST2-1	73.98 SF			
LEVEL 2	MEETING ROOM	201	571.94 SF			
LEVEL 2	ELEC.	202	37.01 SF	MAL-1	WB-1	P-1
LEVEL 2	MECHANICAL	203	321.94 SF	MAL-1	WB-1	P-1
LEVEL 2	ST	204	10.91 SF			
LEVEL 2	STAIR 1	ST1-2	46.90 SF			
LEVEL 2	STAIR 2	ST2-2	84.35 SF			



Legend FINISH
1/8" = 1'-0"



2 LEVEL 2
1/8" = 1'-0"

GENERAL PLAN NOTES

- GENERAL CONTRACTOR SHALL VERIFY ALL FIELD CONDITIONS AND DIMENSIONS. NOTIFY ARCHITECT IF FIELD CONDITIONS ARE DIFFERENT THAN SHOWN IN THE DRAWINGS.
- REFERENCE LIFE SAFETY DRAWINGS LS-00-LS-03 FOR ADDITIONAL INFORMATION.
- REFERENCE DRAWING A8.00 FOR EXTERIOR WALL AND PARTITION TYPES.
- EXTERIOR DIMENSION ARE GIVEN FROM FACE OF STUD TO FACE OF STUD, TYP.
- INTERIOR DIMENSIONS ARE GIVEN FROM FACE OF STUD TO FACE OF STUD U.N.O.
- ALL DOORS SHALL BE INSTALLED WITH HINGED SIDE OF FINISHED OPENING 6" FROM ADJACENT WALL, OR CENTERED WITHIN WALL, UNLESS NOTED OTHERWISE.
- ALL DOORS INTENDED FOR PASSAGE MUST MEET ACCESSIBILITY MANEUVERING CLEARANCES.
- EXTERIOR OPENINGS ARE DIMENSIONED TO CENTER LINE OF OPENING UNLESS NOTED OTHERWISE.
- REFER TO A9.00 FOR DOOR AND FRAME TYPES.
- REFER TO A9.00 FOR WINDOW AND LOUVER TYPES.
- REFER TO A4 SERIES SHEETS FOR UNIT PLANS & ENLARGED PLANS.
- TYPICAL INTERIOR WALL PARTITION TO BE TYPE WD.4 UNLESS NOTED OTHERWISE.



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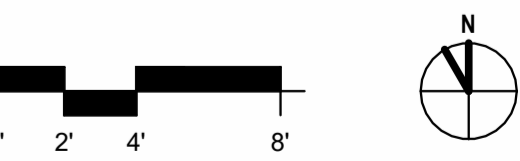
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DESIGN DEVELOPMENT

REVISIONS

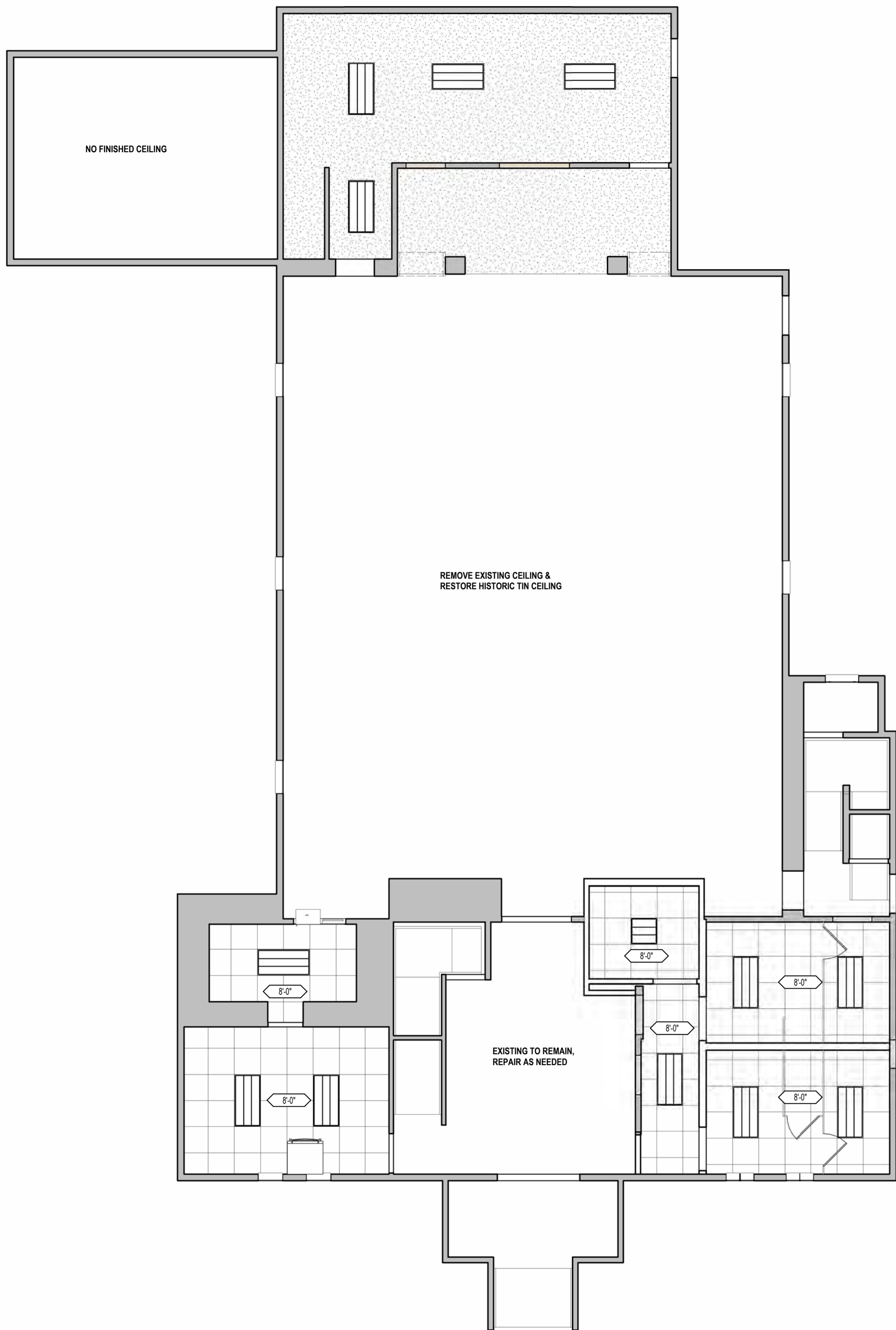
NO.	DATE	DESCRIPTION

FLOOR PLANS



DATE: 12/03/2025
DRAWN: Author
CHECKED: Checker

A1.11



1 FIRST FLOOR REFLECTED CEILING PLAN
3/16" = 1'-0"

GENERAL RCP NOTES

1. CENTER ALL SINGLE LIGHT FIXTURES WITHIN THE ROOM.
2. CENTER ALL VANITY FIXTURES OVER THE MIRROR.
3. MECHANICAL AND ELECTRICAL EQUIPMENT SHOWN ON RCP'S ARE FOR LOCATION AND COORDINATION ONLY.
4. PLACEMENT AND LOCATION OF EQUIPMENT AS FOLLOWS: LIGHT FIXTURES CENTERED IN ACT PANELS, CENTER REGISTERS, DIFFUSERS, EXIT LIGHTS, AND SMOKE DETECTORS IN TILE PANEL.
5. SEE A4 SERIES SHEETS FOR UNIT REFLECTED CEILING PLANS.
6. REFER TO ELECTRICAL DRAWINGS FOR EXIT SIGN LOCATIONS.
7. REFER TO SHEET A8.00 FOR TYPICAL CEILING DETAILS.
8. SPRINKLER HEADS ARE NOT SHOWN, SEE FIRE PROTECTION DWG. AND COORDINATE HEADS IN THE FIELD WITH OTHER TRADES.
9. ALL LIGHT FIXTURES THAT PENETRATE FIRE RATED FLOOR/CEILING ASSEMBLY MUST BE PROTECTED WITH FIRE RATED ASSEMBLY.

REFLECTED CEILING PLAN LEGEND

	2x2' ACOUSTICAL CEILING TILE
	2x4' ACOUSTICAL CEILING TILE
	PTD GWB CEILING
	METAL CEILING PANEL
	2x2 DIRECT/INDIRECT BASKET FLUORESCENT
	2x4 DIRECT/INDIRECT BASKET FLUORESCENT
	2x4 LAY-IN FLUORESCENT
	RECESSED FLUORESCENT DOWNLIGHT
	VANITY FIXTURE. STYLE/SIZES VARY PER ROOM.
	WALL SCONCE. STYLE/SIZES VARY PER ROOM.
	UNDER CABINET LIGHTING
	1X4 SURFACE MOUNTED FLUORESCENT
	TRACK LIGHTING
	CEILING HEIGHT TAG



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REFLECTED CEILING PLANS

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DESIGN DEVELOPMENT

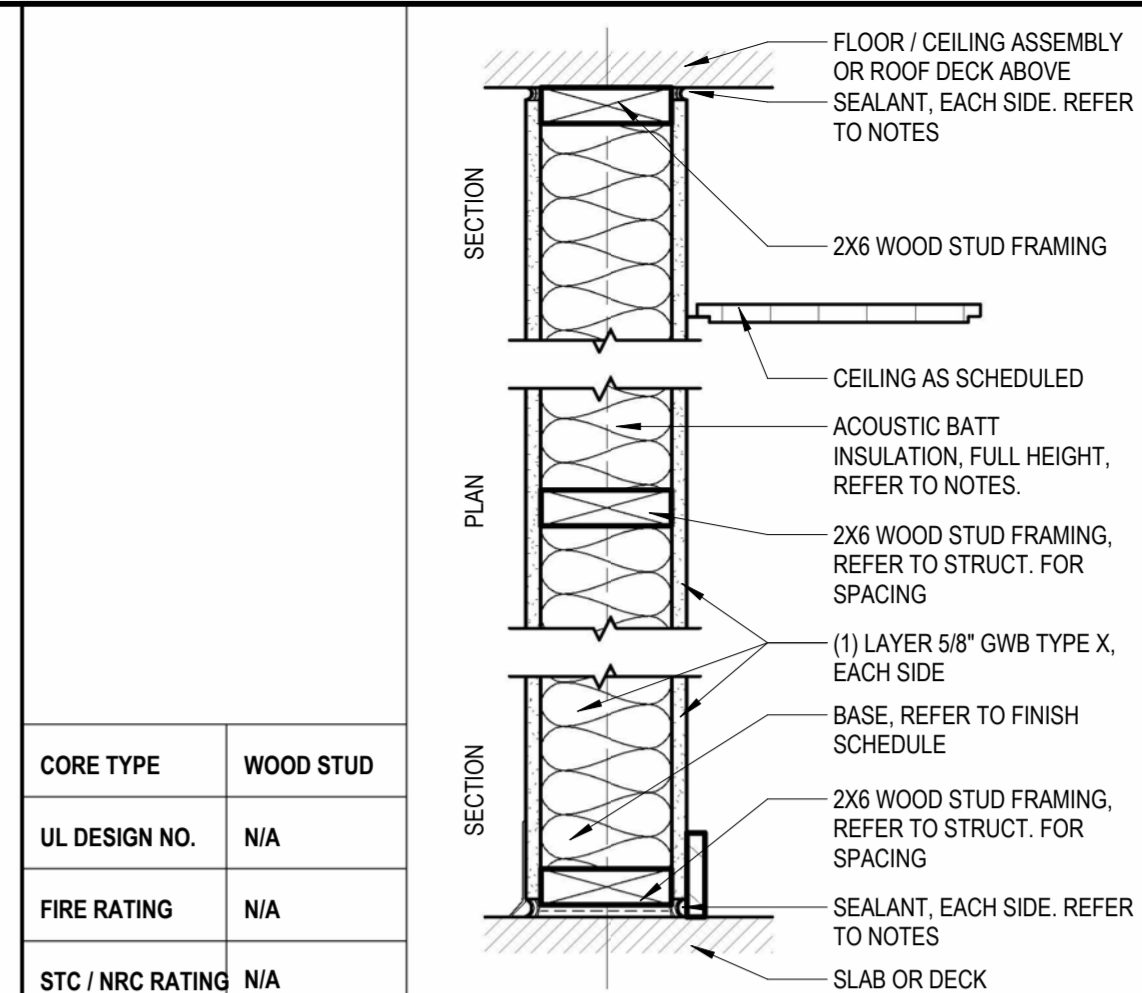
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NO.	DATE	DESCRIPTION

ASSEMBLY TYPES & SCHEDULES

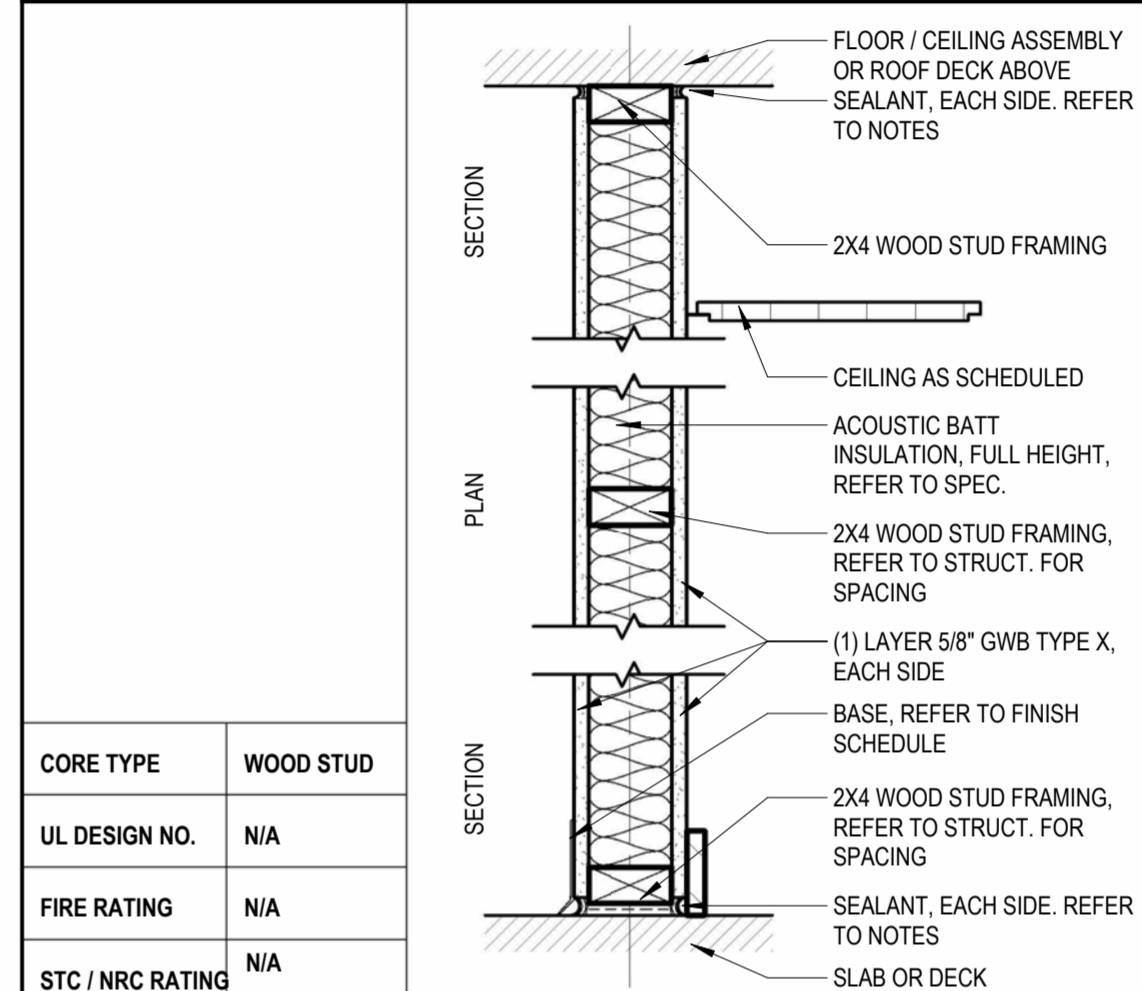
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DATE: 12/03/2025
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CHECKED: Checker

A8.00



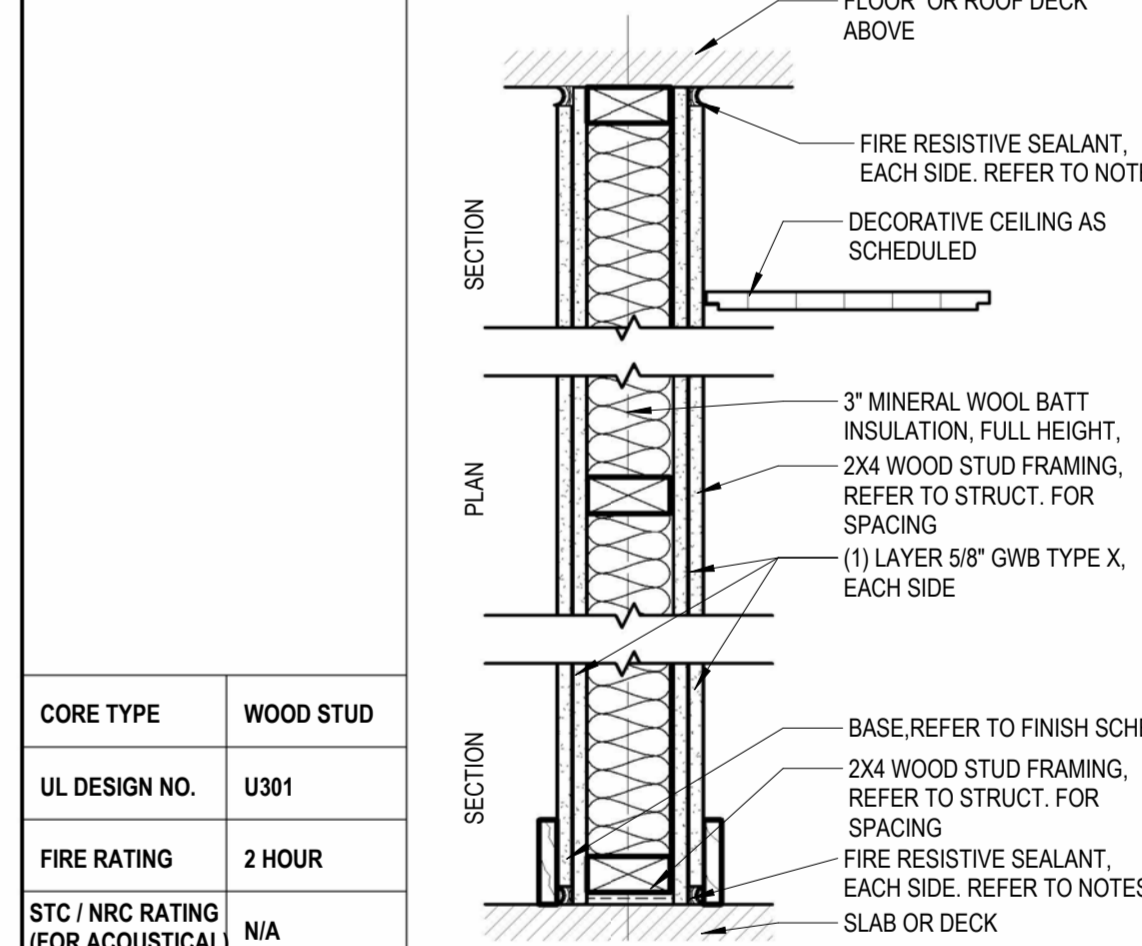
W6 W6.A

CORE TYPE WOOD STUD
UL DESIGN NO. N/A
FIRE RATING N/A
STC / NRC RATING N/A



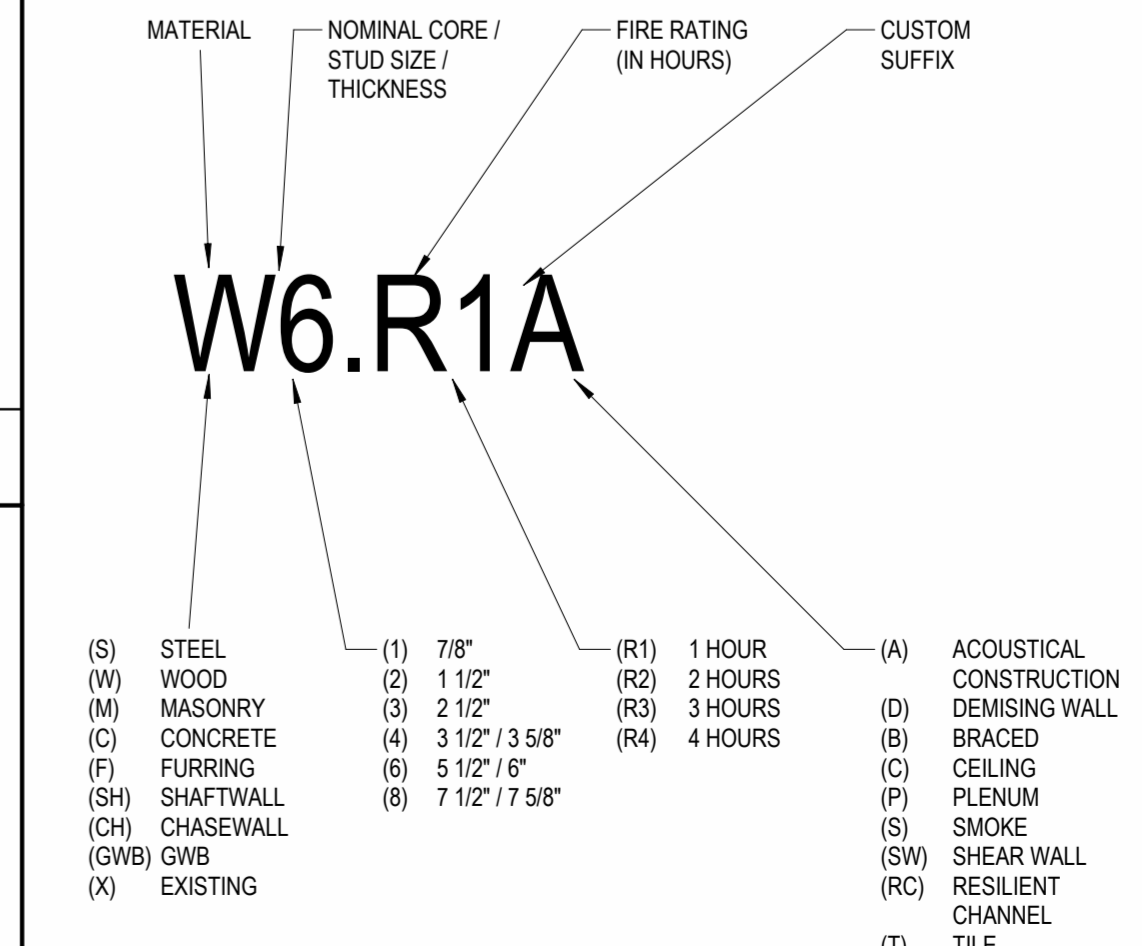
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CORE TYPE WOOD STUD
UL DESIGN NO. N/A
FIRE RATING N/A
STC / NRC RATING N/A



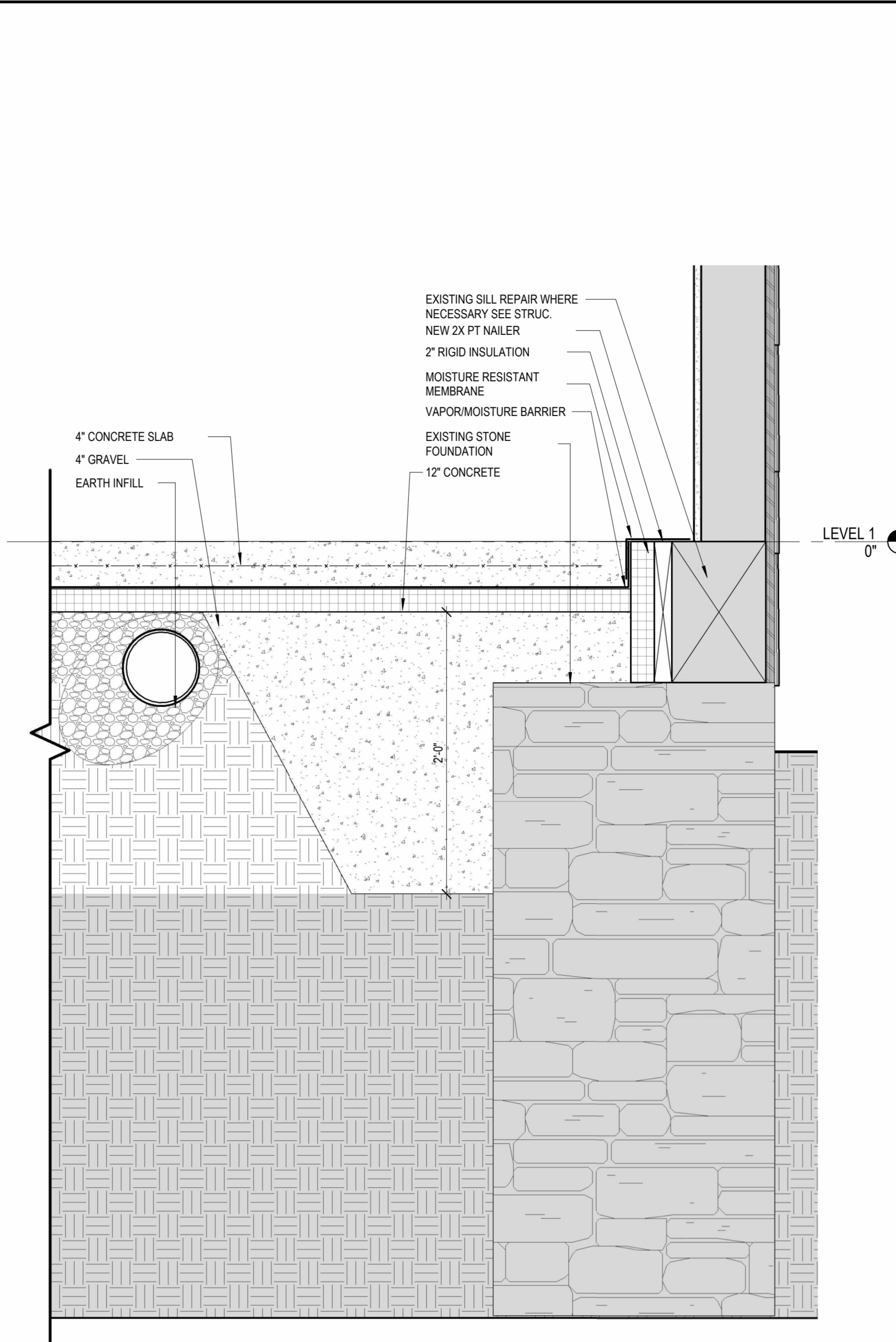
W4.R2

CORE TYPE WOOD STUD
UL DESIGN NO. U301
FIRE RATING 2 HOUR
STC / NRC RATING (FOR ACOUSTICAL) N/A

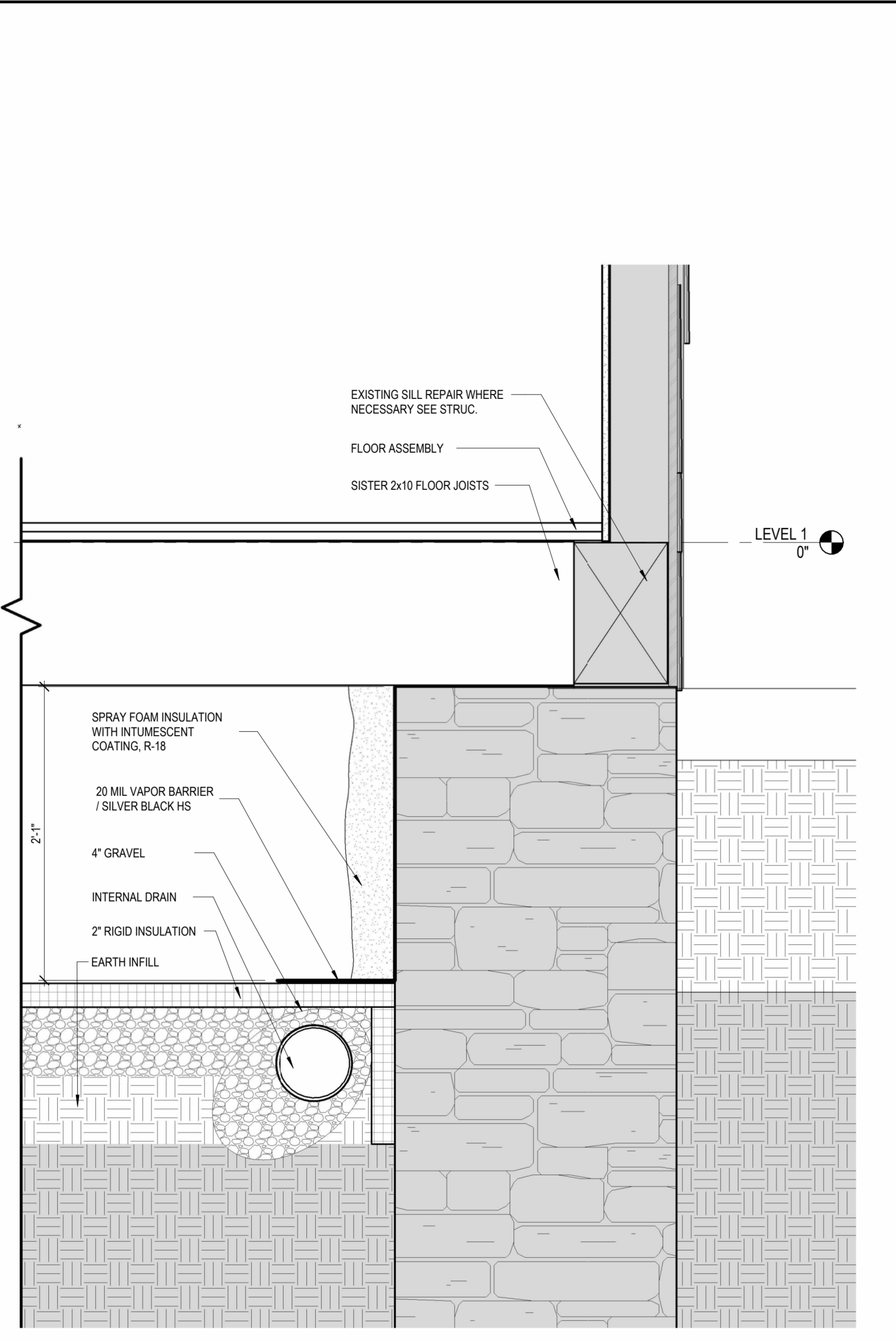


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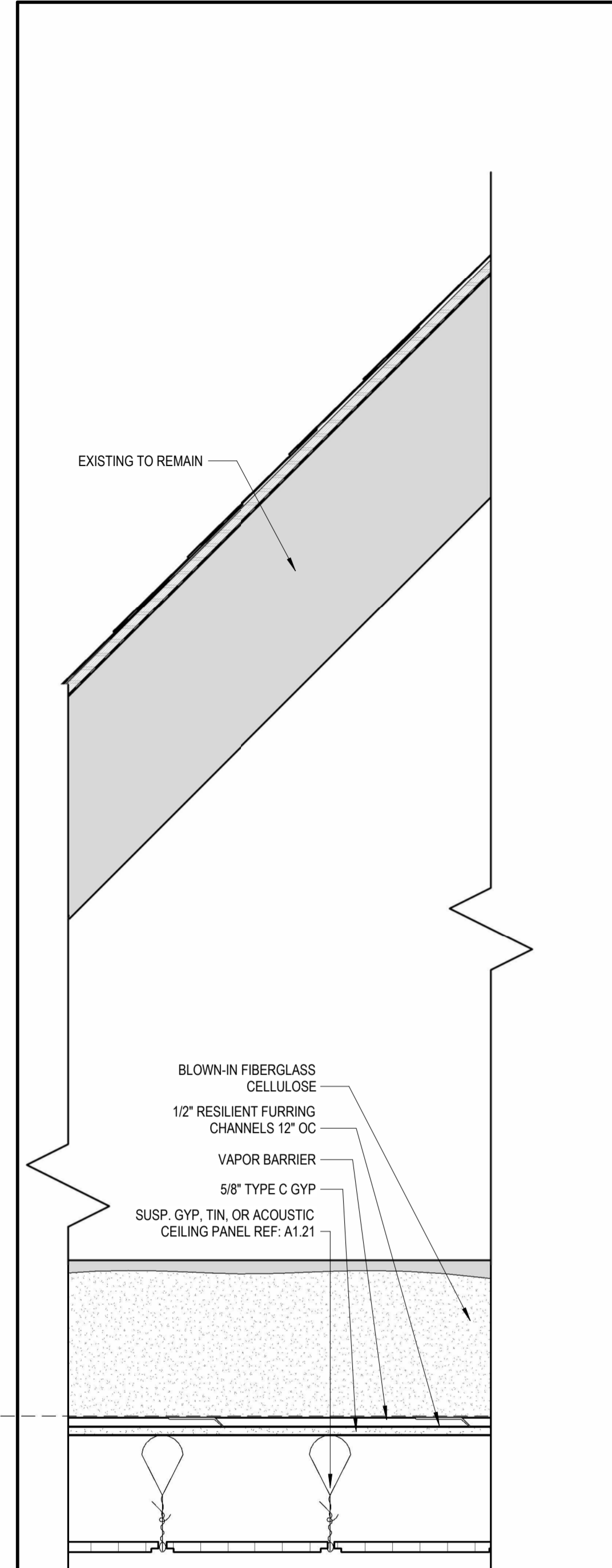
INTERIOR PARTITION TYPE - NOMENCLATURE



1 SECTION @ AUDITORIUM
1 1/2" = 1'-0"

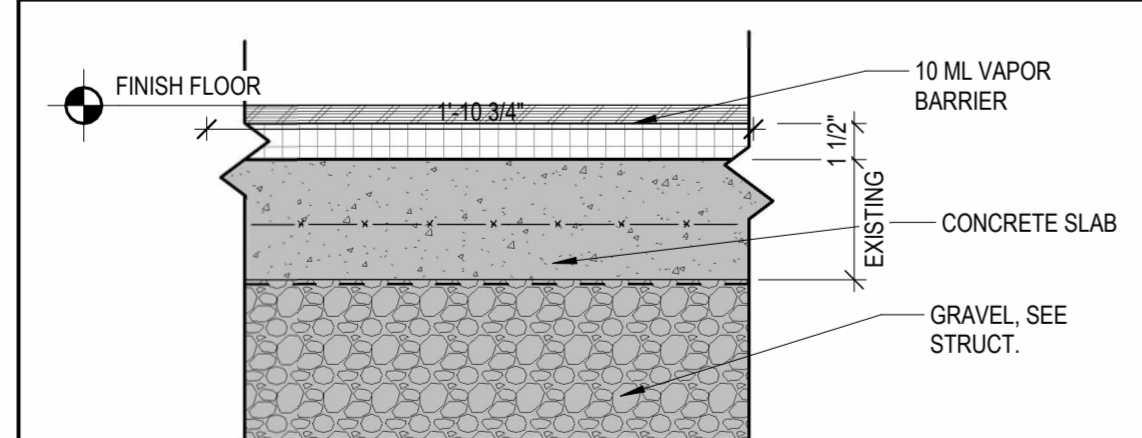


2 Section @ MEN'S TL
1 1/2" = 1'-0"

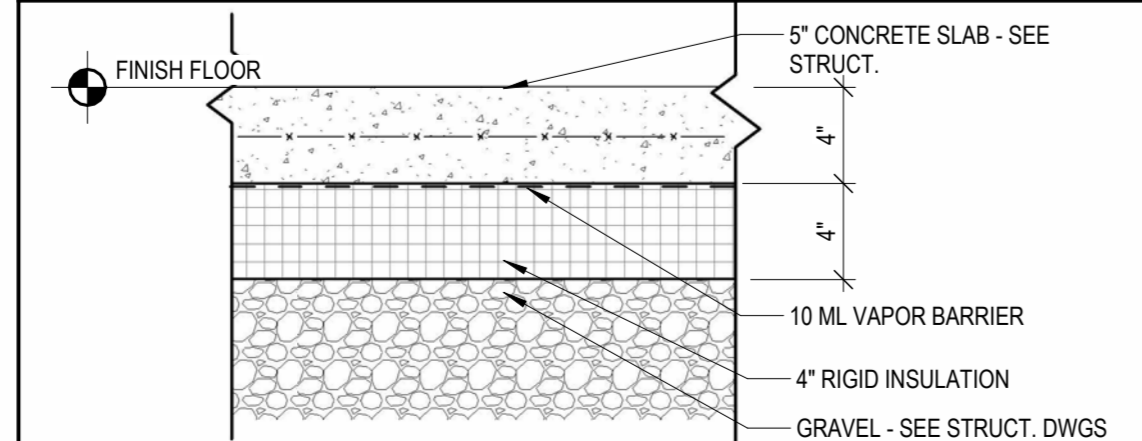


3 ROOF & CEILING ASSEMBLY
1 1/2" = 1'-0"

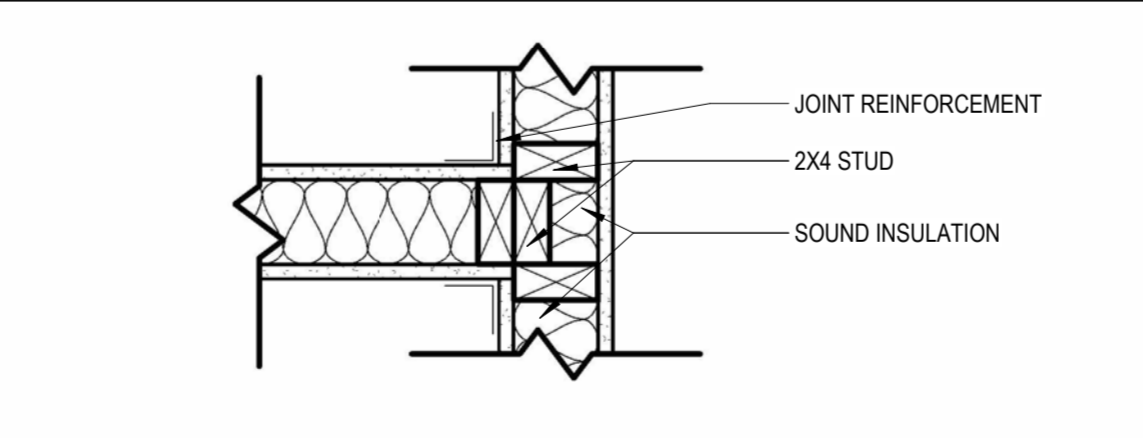
TYPICAL PARTITION NOTES		
1	NON-LOAD BEARING PARTITION SHOWN. REFER TO STRUCTURAL DRAWINGS FOR LOAD BEARING STUD INFO.	
2	PARTITIONS WITH AN "A" DESIGNATION CONTAIN BATT INSULATION IN THE STUD CAVITY. REFER TO SPECIFICATION SECTION 09 2950 FOR ACOUSTIC CONSTRUCTION REQUIREMENTS.	
3	REFER TO SPECIFICATION SECTION 07 8413 FOR FIRE STOPPING INFORMATION.	
4	REFER TO LIFE SAFETY DRAWINGS FOR RATINGS.	
PER IBC 2009 SECTION 703.6		
1.	PROVIDE ONE STENCIL ON EACH SIDE OF EVERY FIRE RATED WALL, MAXIMUM SPACING 20'-0" CENTER TO CENTER.	
2.	PROVIDE ONE STENCIL ON EACH SEGMENT OF RATED WALL SHORTER THAN 20'-0".	
3.	WHERE FIRE RATED WALLS CHANGE DIRECTION - ON THE BLIND SIDE OF THE WALL PLACE A VERTICAL STRIPE AND THE WORD "END" TO SIGNIFY THE WALL IS CHANGING DIRECTION.	
4.	THE FIRST LINE OF ALL STENCILS SHALL BE 4" HIGH, THE SECOND LINE SHALL BE 1" HIGH - ALL STENCILS SHALL BE BOLD RED COLOR.	
STENCILS SHALL READ:		
2 HOUR FIRE BARRIER	1 HOUR FIRE SMOKE BARRIER	1 HOUR FIRE BARRIER
PROTECT ALL OPENINGS	PROTECT ALL OPENINGS	PROTECT ALL OPENINGS
SMOKE-TIGHT & FIRE RATED PARTITION STENCIL REQUIREMENTS		



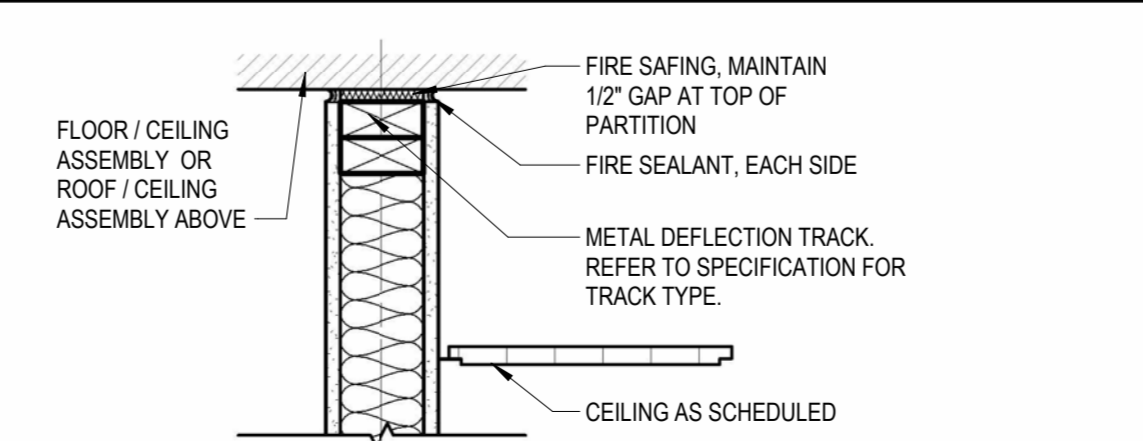
F-1 EXISTING CONCRETE SLAB ON GRADE - BACKSTAGE



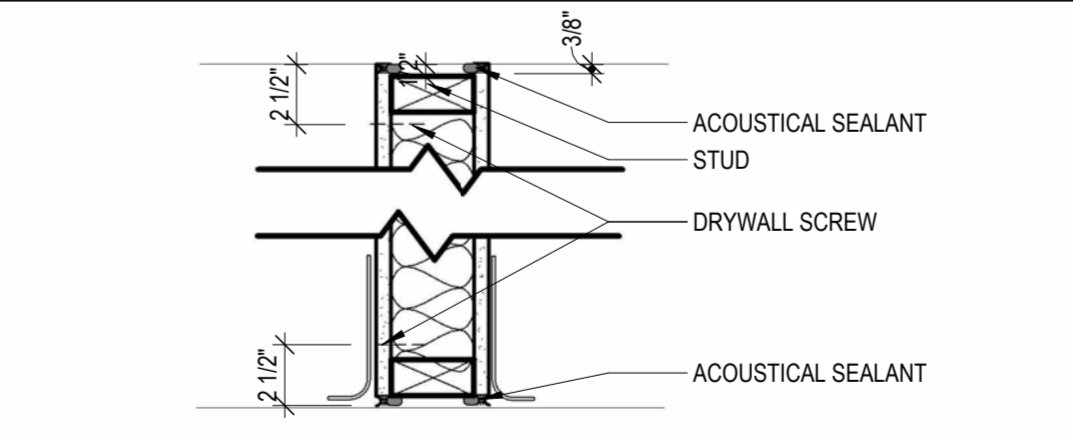
F-2 CONCRETE SLAB ON GRADE, INSULATED - CRAWLSPACE & AUDITORIUM



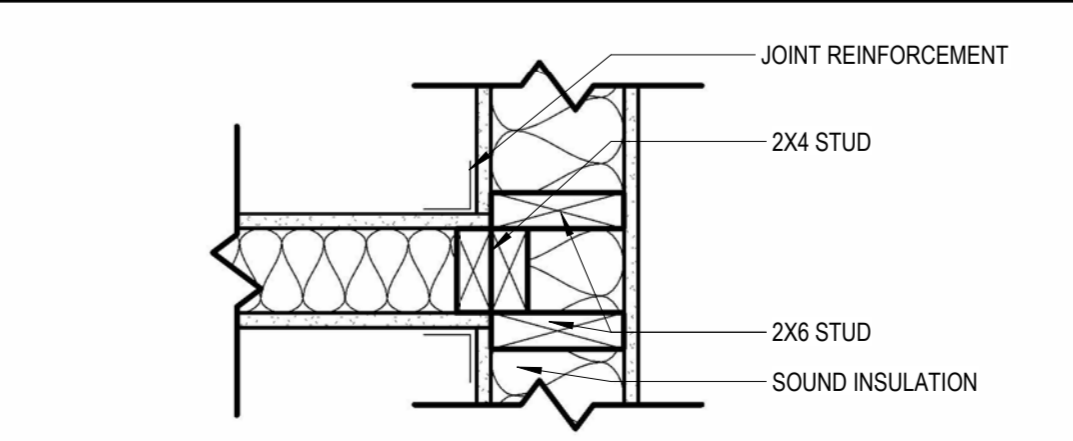
TYPICAL WALL INTERSECTION OF 2X4 PARTITIONS
UL NO. U333 1 HOUR RATED



TYPICAL TOP OF WALL AT FIRE PARTITIONS AND DEMISING WALL



INTERIOR PARTITION DETAIL
TYPICAL TOP AND BOTTOM OF AN STC RATED WALL



TYPICAL WALL INTERSECTION OF 2X6 & 2X4 PARTITION
UL NO. U379 1 HOUR RATED

Morrison Meeting House

256 MAMMOTH RD
LONDONDERRY, NH, 03053

PROJECT NO: 1041

REARCH CONSTRUCTION

325 CORPORATE DRIVE
PORTSMOUTH, NH 03801
802.863.8727

STRUCTURES NORTH

60 WASHINGTON ST # 401
SALEM, MA 01970
978.745.6817

STAMP

DESIGN DEVELOPMENT

REVISIONS

NO.	DATE	DESCRIPTION

STRUCTURAL PLANS

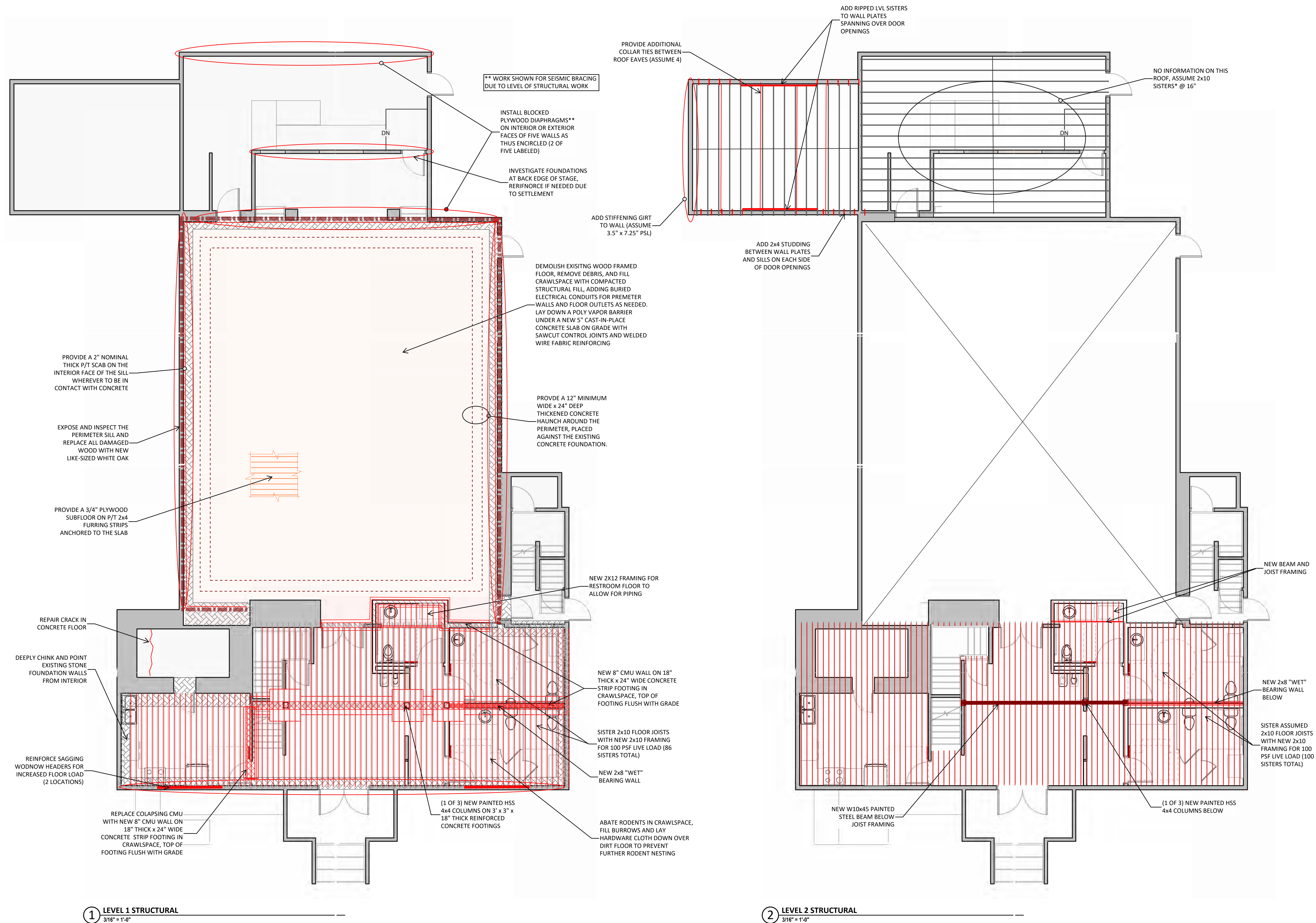
SCALE: 1/8" = 1'-0"

DATE: 11/26/2025

DRAWN: Author

CHECKED: Checker

PS.01



1 LEVEL 1 STRUCTURAL
3/16" = 1'-0"

2 LEVEL 2 STRUCTURAL
3/16" = 1'-0"



ARCOVE
ARCHITECTS

767 ISLINGTON ST, SUITE 2A
PORTSMOUTH NH 03801
603.988.0042
www.ARCove.com

Morrison Meeting House

256 MAMMOTH RD
LONDONDERRY, NH, 03053

PROJECT NO: 1041

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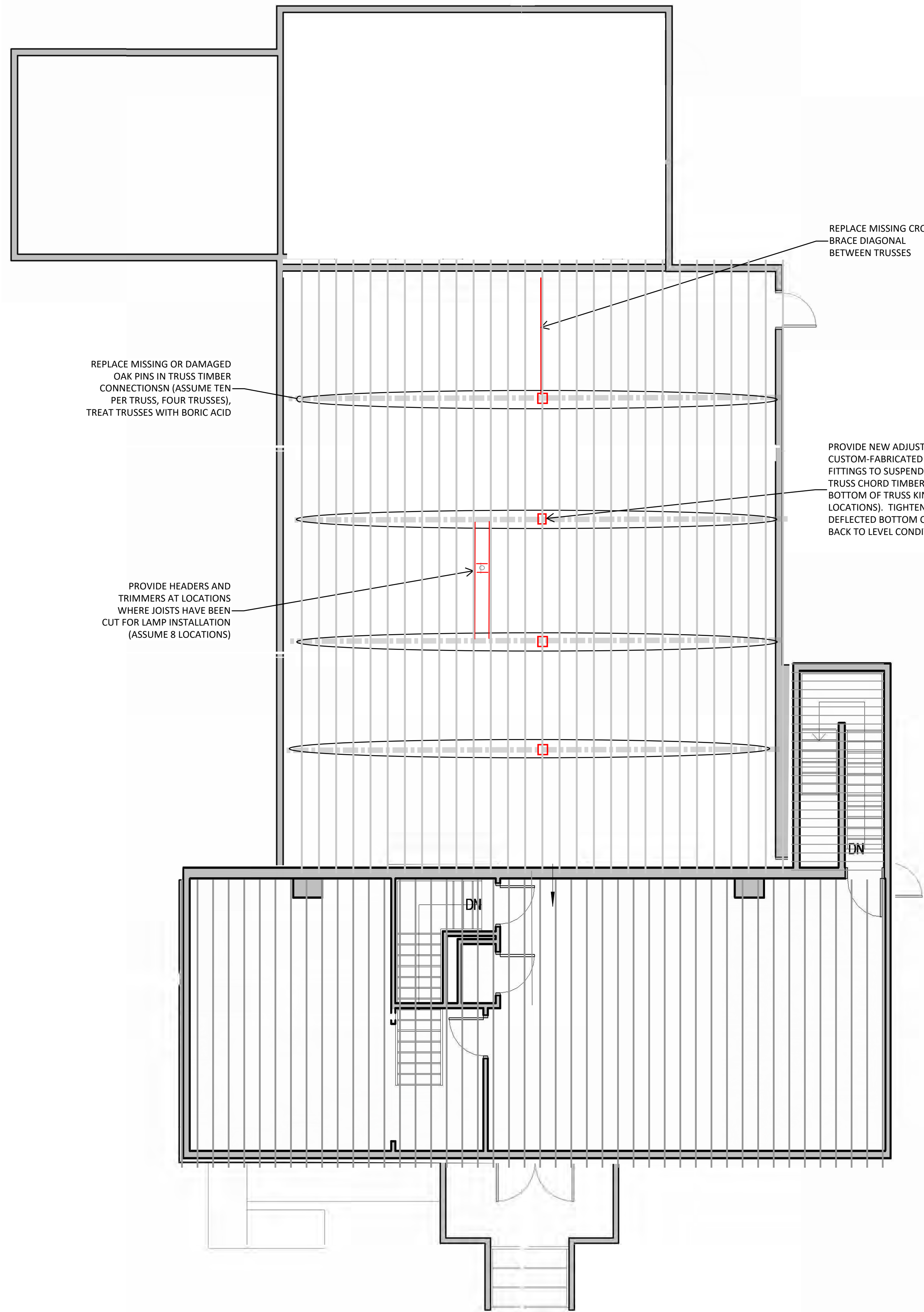
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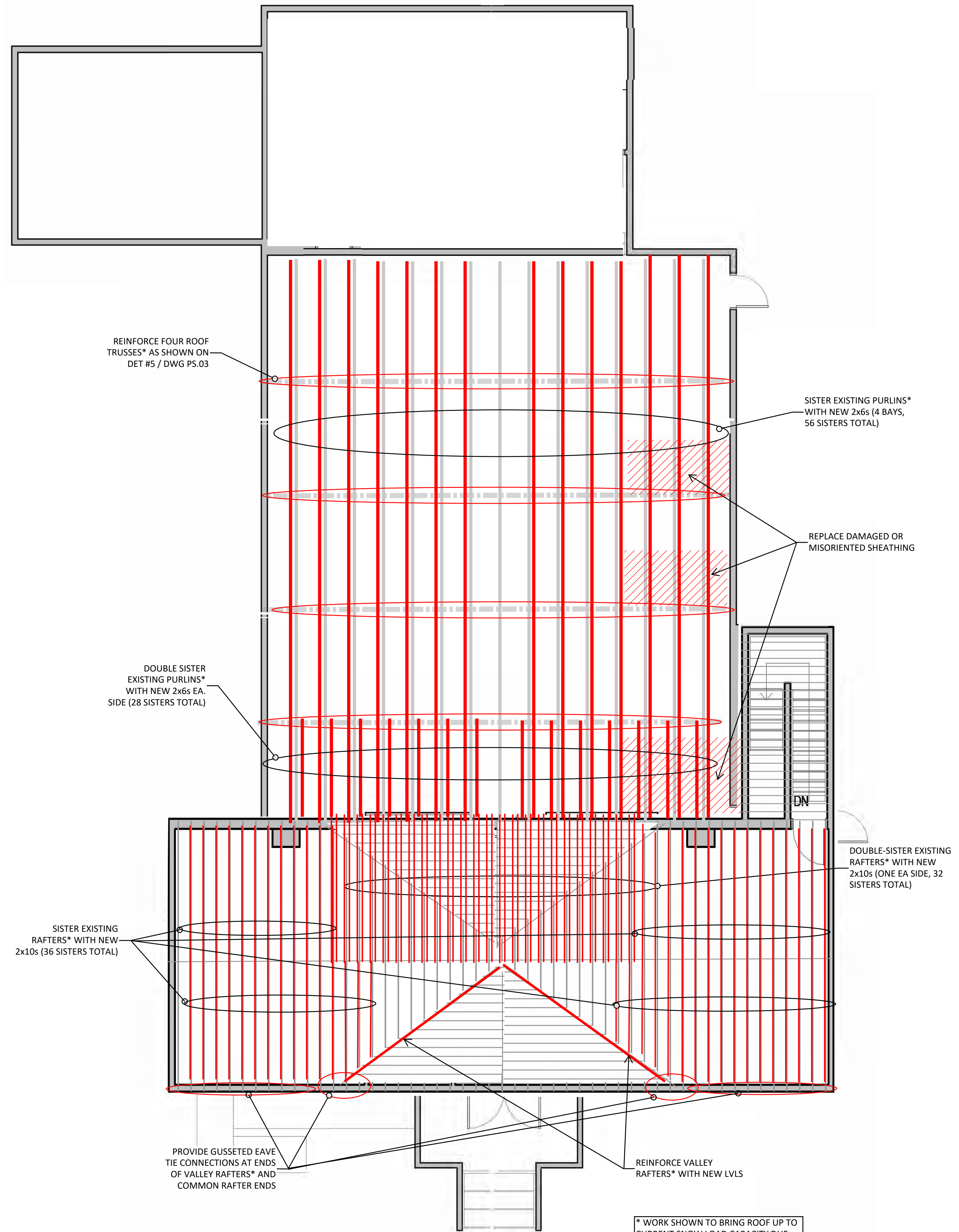
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PS.02



3 ATTIC LEVEL STRUCTURAL
3/16" = 1'-0"



4 ROOF LEVEL STRUCTURAL
3/16" = 1'-0"

Morrison Meeting House

256 MAMMOTH RD
LONDONDERRY, NH, 03053

PROJECT NO: 1041

REARCH CONSTRUCTION

325 CORPORATE DRIVE
PORTSMOUTH, NH 03801
802.863.8727

STRUCTURES NORTH

60 WASHINGTON ST # 401
SALEM, MA 01970
978.745.6817

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DESIGN DEVELOPMENT

REVISIONS

NO.	DATE	DESCRIPTION

TRUSS REINFORCEMENT



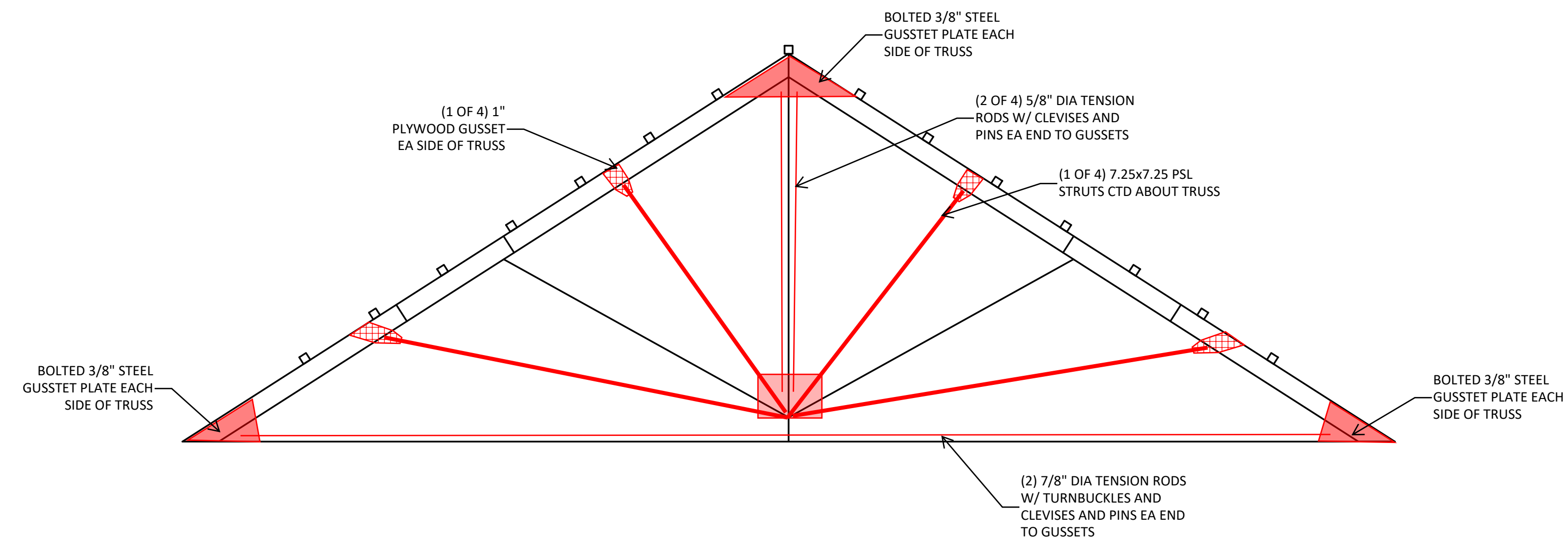
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DATE: 11/26/2025

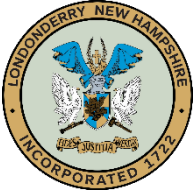
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PS.03



5 ROOF TRUSS REINFORCING



Town of Londonderry, New Hampshire
268B Mammoth Road • Londonderry, NH 03053
(603) 432-1100 • londonderrynh.gov

Town Council Meeting – Agenda Item Coversheet

Meeting Date: 1/12/2026
Submitted By: TM Shaun Mulholland
Department: Town Manager

Contact Information: Email or Telephone
Estimated Discussion Time: 10 Minutes
Agenda Item Number: TC OFFICE USE

Agenda Item Title: Discuss and approve the sale of tax deeded property located at 10 Beacon St.

Background and Purpose: On July 21, 2025 the Town Council accepted the tax deed for the property located at what is commonly known as 10 Beacon St. The property is Map 010 Lot 097. This property has a single family home, Ranch style with approximately 1,313 square feet of living space on .28 acres of land. The property with building was last assessed at \$401,200. The structure and property are in need of renovation.

The previous owner of the property Daniel Gentile has passed away. The Town filed a motion with the Rockingham County Superior Court for alternative service of process as there are no known heirs. The court issued an order on December 3, 2025 authorizing the Town to advertise in a local paper for three consecutive weeks seeking any party that may be an heir to contact the Town. The Town did advertise such a notice in the Londonderry Times for three consecutive weeks with no response.

In 1994, with warrant article #23, the Town authorized the Town Council to dispose of or maintain for public purpose real estate acquired through deeds from the collector of taxes.

Action: The Town Manager is requesting authorization from the Town Council to initiate and complete the process of selling tax deeded property, 28 Beacon St. Map 101 Lot 97. This action is pursuant to the provisions of RSA 80:80, VI Transfer of Tax Lien and RSA 41:14-a Acquisition or Sale of Land, Buildings, or Both; Demolition or Disposal of Buildings.

Proposed Motion: ***MOVED, that the Londonderry Town Council hereby authorizes the Town Manager to take all steps necessary as justice may require for the sale of the tax-deeded property at 10 Beacon St., in Londonderry New Hampshire and to execute all documents required in furtherance of the sale of the property.***

Attachments

10 BEACON ST

Location 10 BEACON ST

Mblu 010/ 097/ 0/ /

Acct# 886

Owner GENTILE DANIEL

PBN

Assessment \$401,900

Appraisal \$401,900

PID 877

Building Count 1

Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2024	\$240,600	\$161,300	\$401,900

Assessment			
Valuation Year	Improvements	Land	Total
2024	\$240,600	\$161,300	\$401,900

Owner of Record

Owner GENTILE DANIEL
Co-Owner
Address 28 BEACON ST
DERRY, NH 03038

Sale Price \$258,400
Certificate
Book & Page 5962/267
Sale Date 11/16/2018
Instrument 00

Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
GENTILE DANIEL	\$258,400		5962/267	00	11/16/2018
RACICOT PAULINE	\$0		2092/78	00	09/01/1971

Building Information

Building 1 : Section 1

Year Built: 1964
Living Area: 1,313
Replacement Cost: \$361,660

Building Percent Good: 66

Replacement Cost

Less Depreciation: \$238,700

Building Attributes

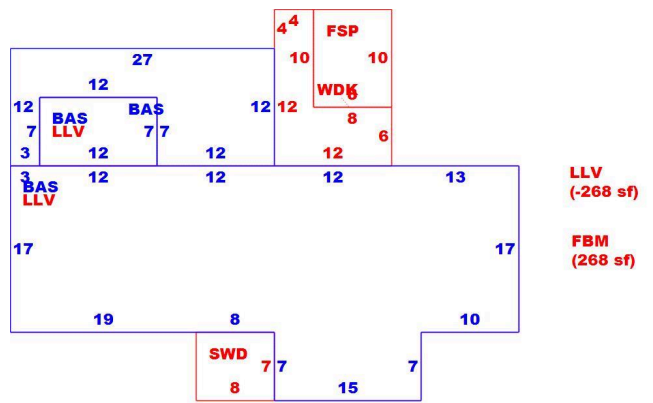
Field	Description
Style	Ranch
Model	Residential
Grade	Avg. (+)
Stories	1
Foundation	Conc Block
Exterior Wall 1	Vinyl
Exterior Wall 2	
Roof Structure	Gable
Roof Cover	Asphalt
Interior Wall 1	Drywall
Interior Wall 2	
Interior Floor 1	Hardwood
Interior Floor 2	
Heat Fuel	Oil
Heat Type	Forced H/A
AC Percent	0
Bedrooms	2
Full Baths	1
Half Baths	1
Extra Fixtures	0
Total Rooms	4
Bath Rating	Average
Kitchen Rating	Average
Extra Kitchens	0
Interior/Exterior	Same
2nd Floor %	
Fireplace Rating	
MH Park	Average
Electric	Typical
Insulation	Typical
Unfinished Area	
Fireplace(s)	0
2nd Ext Wall %	
Basement Area	
Bsmt Garage	0
WS Flues	
2nd Heat Type	

Building Photo



(https://images.vgsi.com/photos/LondonderryNHPhotos/\0\886001.JPG)

Building Layout



(ParcelSketch.ashx?pid=877&bid=877)

Building Sub-Areas (sq ft)			Legend
Code	Description	Gross Area	Living Area
BAS	First Floor	1,313	1,313
FBM	Finished Basement	268	0
FSP	Screened Porch	80	0
LLV	Lower Level	805	0
SWD	Synthetic Deck	56	0
WDK	Wood Deck	112	0
		2,634	1,313

# Heat Systems	
% Heated	
View	Average
Frame	Wood
Basement Floor	Concrete
# of Units	1
WS Flue Rating	
Solar Hot Water	No
Central Vac	No
2nd % Heated	

Extra Features

Extra Features	<u>Legend</u>
No Data for Extra Features	

Land

Land Use

Use Code	1010
Description	Single Family
Zone	AR-I
Neighborhood	130
Alt Land Appr Category	No

Land Line Valuation

Size (Acres)	0.28
Frontage	
Depth	
Assessed Value	\$161,300
Appraised Value	\$161,300

Outbuildings

Outbuildings						<u>Legend</u>
Code	Description	Sub Code	Sub Description	Size	Value	Bldg #
SHDF	Shed Frame			80.00 SF	\$1,900	1

Valuation History

Appraisal			
Valuation Year	Improvements	Land	Total
2025	\$216,400	\$143,800	\$360,200
2024	\$216,400	\$143,800	\$360,200
2024	\$216,400	\$143,800	\$360,200

Assessment			
Valuation Year	Improvements	Land	Total
2025	\$216,400	\$143,800	\$360,200
2024	\$216,400	\$143,800	\$360,200

2024	\$216,400	\$143,800	\$360,200
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STATE OF NEW HAMPSHIRE

ROCKINGHAM, SS.

SUPERIOR COURT

TOWN OF LONDONDERRY, NEW HAMPSHIRE
268B Mammoth Road
Londonderry, NH 03053

Clerk's Notice of Decision
Document Sent to Parties
on 12/09/2025

Granted

v.

UNKNOWN HEIRS OF DANIEL GENTILE
Addresses Unknown

and

THE UNKNOWN PERSONS WHO CLAIM ANY INTEREST OR ESTATE IN
AND TO THE SUBJECT MATTER OF THIS ACTION
Addresses Unknown

Docket No. 218-2025-CV-01381

MOTION FOR ALTERNATIVE SERVICE OF PROCESS

The Town of Londonderry (the "Town"), by and through its attorneys, Sheehan Phinney Bass & Green, PA, hereby respectfully requests court approval of alternative service of process upon the unknown heirs of Daniel Gentile. In support thereof, the Town states as follows:

1. The Town has filed a Complaint for Declaratory Judgment simultaneously with this Motion.
2. In the Complaint for Declaratory Judgment, the Town seeks a declaration from the Court regarding its substantial compliance with the requirements of RSA 80:89, I, prior to offering for sale a certain parcel of land obtained via Tax Collector's Deed (the "Property"). Following the sale of the Property, the Town intends to file a bill of interpleader with this Court in accordance with RSA 80:88.

Honorable Rudolph W. Ogden, III
December 3, 2025

3. As of the execution of the Tax Collector's Deed relative to the Property, the Property was owned by an individual named Daniel Gentile.

4. Following the execution of the Tax Collector's Deed, Mr. Gentile passed away.

5. The Town has made substantial efforts, described in more detail in the Complaint for Declaratory Judgment, to identify any and all heirs of Mr. Gentile who may have an interest in the Property following Mr. Gentile's death, so that proper notice may be provided pursuant to RSA 80:89, I before the Town offers the Property for sale.

6. Notwithstanding those efforts, the Town has not identified any heirs of Mr. Gentile.

7. While the Town is not aware of any persons who claim an interest in the Property, as a precaution the Town has named as respondents all unknown heirs of Daniel Gentile and all unknown persons who may claim any interest or estate in and to the subject matter of the action.

4. The Town requests permission to provide such unknown heirs of Daniel Gentile and such unknown persons who may claim any interest or estate in and to the subject real estate with notice of the Complaint for Declaratory Judgment by publication. Consistent with Superior Court Rule 4(d), the Town proposes to publish notice in the Londonderry Times once a week for three successive weeks.

WHEREFORE, the Town respectfully requests that this Honorable Court:

- A. Order alternative service of process of the pending Complaint for Declaratory Judgment by publication in order to provide notice to the unknown heirs of Daniel Gentile and any unknown persons who may claim any interest or estate in and to the subject matter of this action; and
- B. Grant such other and further relief as may be just and equitable.

Respectfully submitted,

THE TOWN OF LONDONDERRY,
NEW HAMPSHIRE

By its attorneys,

Sheehan Phinney Bass & Green, PA

Date: December 2, 2025

By: /s/ Megan C. Carrier
Megan C. Carrier, Esq. (NH Bar No. 20352)
1000 Elm Street, 17th Floor
Manchester, NH 03101
(603) 627-8103
mcarrier@sheehan.com

TAX COLLECTOR'S DEED
KNOWN ALL MEN BY THESE PRESENTS

That I, Allison M. Parsons, Tax Collector for the Town of Londonderry, in the County of Rockingham and the State of New Hampshire, for the year 2025 by the authority in me vested by the laws of the State, and for consideration received by the Town of Londonderry, located at 268B Mammoth Road, Londonderry, NH 03053, do hereby sell and convey to the Town of Londonderry, a certain tract or parcel of land situated in the Town of Londonderry, New Hampshire aforesaid, taxed by the Selectmen/Assessors in 2021 to:

GENTILE DANIEL

and described in the invoice books as:

Map: 000010

Lot: 000097

Sublot: 000000

Located At 10 BEACON ST

Consisting of 0.280 Acres of Land, Including Any Buildings Thereon, as Recorded at the Registry of Deeds in Book 5962, Page 267.

The deed is the result of the tax lien execution held at the Tax Collector's Office in the above stated Town of Londonderry, in the State of New Hampshire on June 3, 2022, to have and to hold said Premises, with the appurtenances, to said Town of Londonderry's successors/heirs and assigns forever. And I hereby covenant with said Town of Londonderry, that in making this conveyance I have in all things complied with the law, and that I have good right, so far as that right may depend upon the regularity of my own proceedings, to sell and convey the same in manner aforesaid.

In witness whereof, I have hereunto set my hand and seal, the 14 day of July in the year of our Lord 2025.



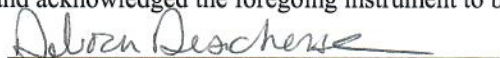
Allison M. Parsons

Tax Collector, Town of Londonderry

State of New Hampshire
County of Rockingham

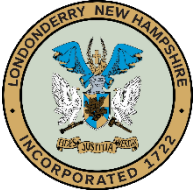
On this 14th day of July 2025, personally appeared Allison M. Parsons, Tax Collector who swore that the foregoing is true to the best of her knowledge and belief and acknowledged the foregoing instrument to be her free act and deed.

DEBORA A DESROCHERS
NOTARY PUBLIC
State of New Hampshire
My Commission Expires
September 25, 2029



Notary Public/Justice of the Peace

My Commission expires: 9/25/29



Town of Londonderry, New Hampshire
268B Mammoth Road • Londonderry, NH 03053
(603) 432-1100 • londonderrynh.gov

Town Council Meeting – Agenda Item Coversheet

Meeting Date: 1/12/2026

Submitted By: Kellie Caron, DTM

Department: Planning & Economic Development

Contact Information: kcaron@londonderrynh.gov

Estimated Discussion Time: 5 Minutes

Agenda Item Number: TC OFFICE USE

Agenda Item Title: First Reading: Zoning Ordinance Amendment – Rezoning Map 16, Lot 009

Background and Purpose: The applicant seeks to rezone Map 16, Lot 009, located at 23 Wilson Road, from split zoned Agricultural Residential (AR-1) and Industrial I (IND-I) to Agricultural Residential (AR-1). The proposed rezoning is intended to better align the property's zoning designation with the surrounding land use pattern. The change would eliminate existing zoning discontinuity and promote land use compatibility with adjacent parcels, many of which are zoned for residential use. It should be noted that rezoning requests are technically zoning amendments, which under New Hampshire RSA 675:2 and RSA 675:3 require a public hearing before the Planning Board and final approval by the Town Council. On November 5, 2025, the Planning Board held a public hearing and recommended the Town Council approve the rezoning request. There are no direct financial implications associated with this request, and legal review is not required.

Action: Hold a first reading and provide feedback to staff regarding the rezoning request.

Proposed Motion: *MOVED, that the Londonderry Town Council hereby schedules a public hearing for January 19, 2026 at 7 PM at the Londonderry Town Hall to hear public input and act on rezoning Map 16, Lot 009.*

Attachments: Ordinance; Staff Memo; Planning Board NOD; 23 Wilson Road Rezoning Application



Town of Londonderry, New Hampshire

Planning & Economic Development Department
268B Mammoth Road
Town Hall – 2nd Floor

603-432-1100
603-432-1128

www.londonderrynh.org

Planning – Zoning – Economic Development – Conservation

MEMORANDUM

TO: Town Council

FROM: Kellie Caron, Deputy Town Manager & Director of Economic Development

DATE: January 12, 2026

RE: Rezoning request to rezone approved subdivision lots at 23-51 Wilson Road (Map 16, Lot 9) from split zoning AR-1 (Agricultural Residential) and IND-1 (Industrial I) to AR-1 (Agricultural Residential), Evans Family Limited Partnership (Owner & Applicant).

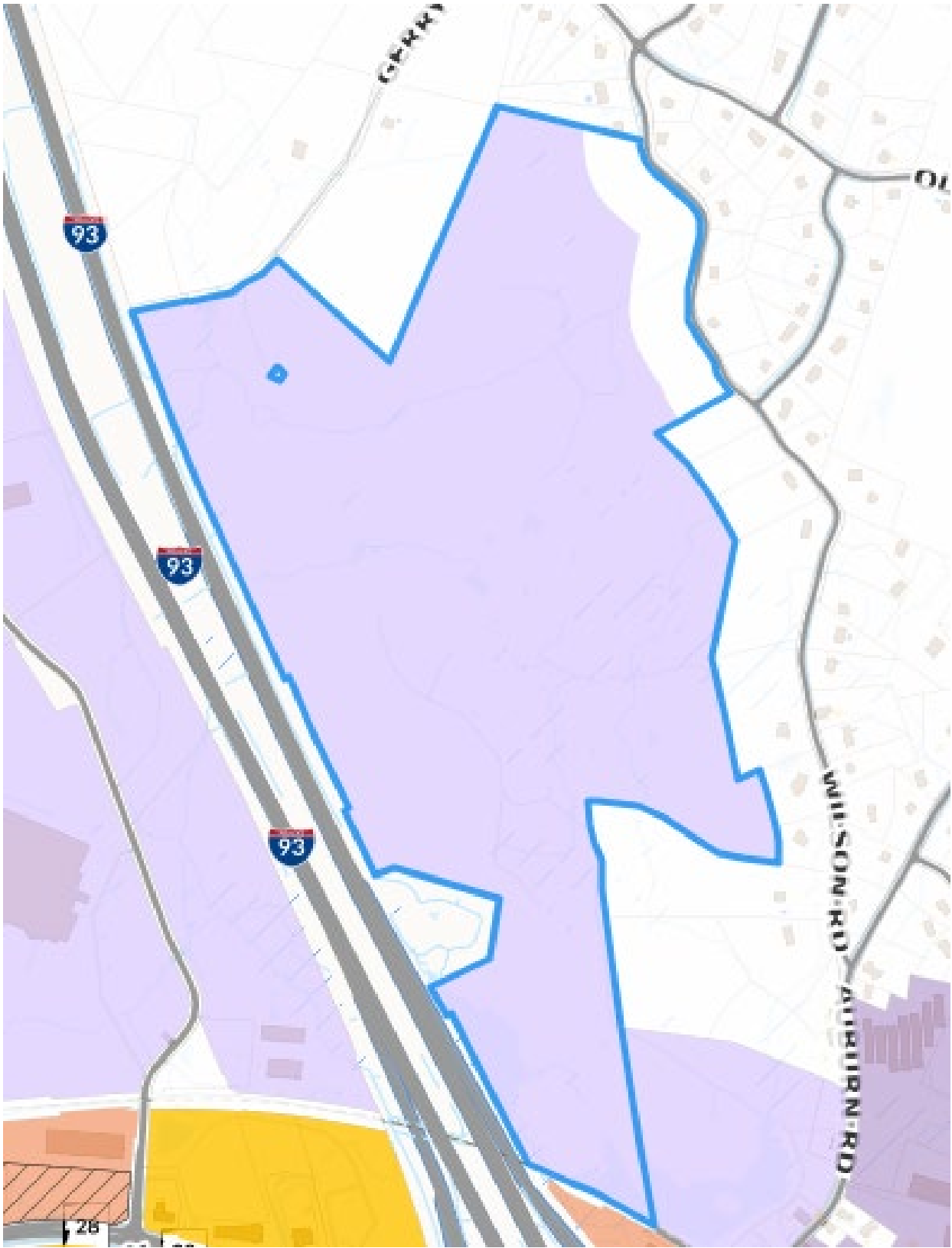
Existing Conditions & Background

The applicant is requesting a zoning amendment affecting property located at 23–51 Wilson Road, identified as Map 16, Lot 9. The parcel is currently split-zoned Agricultural-Residential (AR-1) and Industrial-1 (IND-1), with the zoning boundary running generally parallel to Wilson Road.

The property has been the subject of prior land use approvals. Most recently, the Planning Board conditionally approved a subdivision to create eight (8) single-family residential building lots. The existing zoning boundary would result in several of the proposed residential lots being partially located within the IND-1 zoning district.

The rezoning request seeks to realign the zoning boundary to coincide with the rear lot lines of the approved residential lots, resulting in zoning that is consistent with the approved residential subdivision layout and eliminating split-zoned residential parcels. A similar zoning adjustment was previously approved on this property during a prior subdivision in 2016.

Surrounding land uses along this section of Wilson Road are predominantly residential in character, with existing single-family homes and previously approved residential subdivisions.



2013 (current) Master Plan Consistency

The 2013 Londonderry Comprehensive Master Plan identifies this area as appropriate for low-density residential use, consistent with the AR-1 zoning district. The proposed rezoning would support the implementation of previously approved residential development and eliminate zoning inconsistencies that could otherwise complicate future permitting and enforcement.

The request does not introduce new development potential beyond what has already been reviewed and conditionally approved by the Planning Board through subdivision approval.

Rezoning Request:

The applicant is requesting a zoning amendment to adjust the zoning boundary affecting Map 16, Lot 9 in order to:

- Align zoning with the approved residential subdivision layout
- Eliminate split-zoned residential lots
- Maintain consistency with surrounding residential land uses
- Reflect prior zoning adjustments approved on the property

The proposed rezoning is administrative in nature and intended to correct an internal zoning boundary rather than expand or intensify development rights.

Planning Board Action:

At its meeting on November 5, 2025, the Planning Board voted to recommend approval of the rezoning application:

Member A. Rugg made a motion to recommend to the Town Council approval of the rezoning request to rezone approved subdivision lots at 23-51 Wilson Road (Map 16, Lot 9) from split zoning AR-1 (Agricultural Residential) and IND-1 (Industrial I) to AR-1 (Agricultural Residential), Evans Family Limited Partnership (Owner & Applicant).

Member L. Wiles seconded the motion.

The motion was granted 7-0-1, with S. Faber abstaining. Chair votes in the affirmative.



Town of Londonderry, New Hampshire

Planning & Economic Development Department
268B Mammoth Road
Town Hall – 2nd Floor

603-432-1100
603-432-1128

www.londonderrynh.org

Planning – Zoning – Economic Development – Conservation

NOTICE OF DECISION

The Londonderry Planning Board held a public hearing on Wednesday, November 5, 2025, to consider the following:

Rezoning request to rezone approved subdivision lots at 23-51 Wilson Road (Map 16, Lot 9) from split zoning AR-1 (Agricultural Residential) and IND-1 (Industrial I) to AR-1 (Agricultural Residential), Evans Family Limited Partnership (Owner & Applicant).

Member A. Rugg made a motion to recommend to the Town Council approval of the rezoning request to rezone approved subdivision lots at 23-51 Wilson Road (Map 16, Lot 9) from split zoning AR-1 (Agricultural Residential) and IND-1 (Industrial I) to AR-1 (Agricultural Residential), Evans Family Limited Partnership (Owner & Applicant).

Member L. Wiles seconded the motion.

The motion was granted 7-0-1, with S. Faber abstaining. Chair votes in the affirmative.

This notice is given pursuant to RSA 676:3.

Londonderry Planning Board



Town of Londonderry, New Hampshire

Planning & Economic Development Department
268B Mammoth Road
Town Hall – 2nd Floor

603-432-1100
603-432-1128

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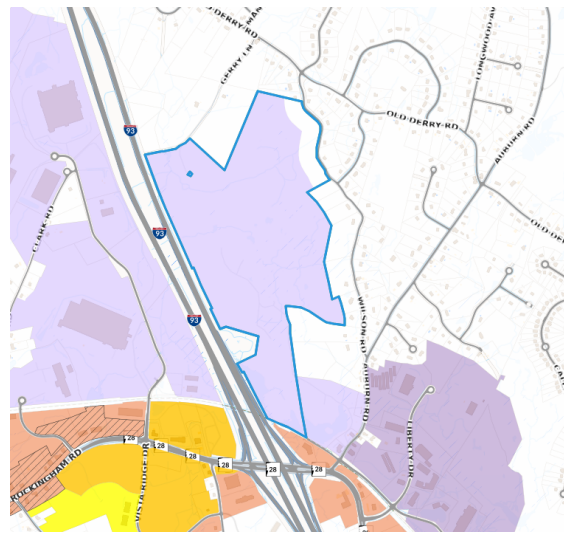
Planning – Zoning – Economic Development – Conservation

MEMORANDUM

TO: Planning Board
FROM: Kristan Farr, Town Planner
DATE: November 5, 2025
RE: Public Hearing on an application for a rezoning request to rezone approved subdivision lots at 23-51 Wilson Road (Map 16, Lot 9) from split zoning AR-1 (Agricultural Residential) and IND-1 (Industrial I) to AR-1 (Agricultural Residential) Evans Family Limited Partnership (owner & Applicant).

Existing Conditions and Background

The applicant is requesting the rezoning of 23 Wilson Road (Map 16 Lot 9). This is the parcel that is to be the eight parcels created by the May 14, 2025 conditional approval for a subdivision. The parcel is located in the North part of Londonderry, near Auburn and Old Derry Road and is abutted by residential uses and Interstate 93. The parcel is currently split zoned Agricultural Residential-I/Industrial-I (AR-1/IND-I). The applicant is requesting to rezone the parcel to Agricultural Residential-I (AR-1) only to be consistent with the proposed use of the lot. The parcel is currently undeveloped and abuts residential and industrial zones. The application for rezoning is attached.



*23 Wilson Road outlined in blue
Source: Town of Londonderry GIS*

2013 (current) Master Plan Consistency

The 2013 Londonderry Comprehensive Master Plan designates this area within the General Industrial Special District (SD-GI): According to the Master Plan:

“The General Industrial Special District represents industrial parks, manufacturing centers, and warehouses near Interstate 93 (Exit 3, Grenier Field Road, and Harvey Road). These single use, large format buildings contribute to more suburban scale development patterns.”

While not directly included in this area, the 2013 Londonderry Comprehensive Master Plan also refers the adjacent area as the North Village Artisan District. In summary, this the Master Plan envisions North Village as a revitalized hub of community and economic activity. The North Village Artisan District Plan emphasizes adaptive reuse of historic and industrial buildings, integration of compatible new development, and creation of mixed-use spaces that support the creative economy and value-added agricultural production. It seeks to build upon the area’s historic character while fostering economic vitality and reinvestment in Londonderry’s historic village centers.



Approximate location of 23 Wilson Road

Source: Conservation & Growth Map, 2013 Comprehensive Master Plan

Rezoning Request:

The applicant seeks to rezone the parcel(s) to Agricultural Residential-1 (AR-1) to better align with the permitted residential subdivision. The proposed change would eliminate split zoning within this parcel.

Board Action Required:

Should the Board find that the request is reasonable and consistent with the surrounding uses and the Master Plan, the Board may make a recommendation motion as follows:

Move to recommend to Town Council approval of the rezoning request to rezone approved subdivision lots at 23-51 Wilson Road (Map 16, Lot 9) from split zoning AR-1 (Agricultural Residential) and IND-1 (Industrial I) to AR-1 (Agricultural Residential) Evans Family Limited Partnership (owner & Applicant).

Alternatively, the Board may make a motion to recommend denial if it determines the request is inconsistent with the Master Plan or surrounding development patterns.



Town of Londonderry, New Hampshire

268B Mammoth Road • Londonderry, NH 03053

(603) 432-1100 • londonderrynh.gov

ORDINANCE 2026-02

AN AMENDMENT TO THE ZONING ORDINANCE RELATIVE TO REZONING MAP 16, LOT 009

WHEREAS the existing parcel, Map 16, Lot 009, 23 Wilson Road is split-zoned Agricultural-Residential (AR-1) and Industrial-1 (IND-1); and

WHEREAS the Planning Board has received a request to rezone the above-referenced parcel to Agricultural Residential (AR-1); and

WHEREAS the Planning Board has recommended that the Town Council act favorably upon the request; and

WHEREAS the requested rezoning is consistent with the purpose and intent of the Londonderry Master Plan and the Londonderry Zoning Ordinance.

NOW THEREFORE BE IT ORDAINED by the Town Council of the Town of Londonderry that the Town Zoning Ordinance be amended to reflect the rezoning of Map 16, Lot 009 to Agricultural Residential (AR-1), to become effective upon passage by the Town Council.

Ron Dunn – Chair
Town Council

Sharon Farrell – Town Clerk

A TRUE COPY ATTEST:
1/19/2026



Town of Londonderry, New Hampshire
268B Mammoth Road • Londonderry, NH 03053
(603) 432-1100 • londonderrynh.gov

Town Council Meeting – Agenda Item Coversheet

Meeting Date: 1/12/2026
Submitted By: TM Shaun Mulholland
Department: Town Manager

Contact Information: Email or Telephone
Estimated Discussion Time: 20 Minutes
Agenda Item Number: TC OFFICE USE

Agenda Item Title: Discuss and set a Public Hearing to rescind Chapter I & II of the Administrative Code, Londonderry Municipal Code Title V and replace it with a new Chapter 4 entitled Administrative Departments.

Background and Purpose: Article 4, Section 4.9, Chapter I of the Town Charter requires the Town Manager to draft an ordinance entitled the “Administrative Code” along with other requirements detailed in this section. Chapter I & II of the Administrative Code were adopted on June 21, 1999 and subsequently revised on February 9, 2004, March 28, 2005 and May 5, 2008. Article 8, Sections 8.9 and 8.10 in the Town Charter further articulate the process for reorganization plans.

Article 3, Section 3.10 of the Town Charter entitled “Codification of Ordinances” requires the Town Council to prepare revisions to the Town Code every tenth year.

Both Chapters are outdated and not representative of how many of the existing administrative functions of the Town are organized and operated. The Town Manager has proposed that the present Chapters I & II be rescinded and replaced with a new Chapter 4 which will represent the first of a new number scheme for the Municipal Code.

Action: Schedule a public hearing to rescind Chapters I & II of Title V of the Municipal Code and adopt Chapter 4 Administrative Departments of the Municipal Code.

Proposed Motion: *MOVED, that the Londonderry Town Council hereby schedules a public hearing for February 2, 2026, at 7 PM at the Londonderry Town Hall to hear public input and rescind Chapters I & II of Title V of the Municipal Code and adopt Chapter 4 Administrative Departments of the Municipal Code.*

Attachments: DRAFT Chapter 4 Administrative Departments
DRAFT Chapter 4 Appendix-Administrative Departments
DRAFT Ordinance 2026-05
Chapter I, Title V Administrative Code-Legal Basis and Departmental Organization
Chapter II, Title V Administrative Code-Municipal Departments

Town of Londonderry – Administrative Code

Chapter 4 – Administrative Departments

SECTION 4.1 – PURPOSE AND AUTHORITY

Pursuant to Section 4.9(B) of the Londonderry Town Charter, this Chapter establishes the structure, mission, and responsibilities of administrative departments and their divisions to support accountable, efficient, and responsive service delivery for the residents of Londonderry. The Code aims to align internal organization with the Town’s strategic goals and to provide a transparent framework for municipal governance.

SECTION 4.2 – ORGANIZATIONAL STRUCTURE, MISSIONS, AND FUNCTIONS

Each department shall be guided by a mission aligned with the Town’s values and strategic objectives. Departments may include subordinate divisions or units and shall be managed by department heads appointed in accordance with the Charter and Town policy. Divisions may be created, renamed, reassigned, or dissolved by the Town Manager in accordance with this Code and budget appropriations. New departments or elimination of departments shall require Town Council approval.

SECTION 4.3 – TOWN MANAGER’S OFFICE – *Town Manager*

- A. **Mission:** To provide professional leadership and executive management to all departments and operations of the Town of Londonderry in alignment with the Town Charter, Council policy, and community values. The Town Manager’s Office ensures the efficient delivery of municipal services, fiscal integrity, organizational development, and the long-term success of strategic initiatives.
- B. **Core Functions:**
1. **Executive Leadership and Policy Implementation**
 - Serve as the Chief Administrative Officer of the Town, as established by the Town Charter and the provisions of RSA Chapter 37.
 - Execute and administer all applicable laws, ordinances, regulations and policies enacted by the Town Charter and the Town Council, the State of New Hampshire and of the United States of America.
 - Provide professional advice and policy recommendations to the Town Council on matters of strategic, operational, or fiscal importance.

- Direct all Town departments and divisions, except as otherwise provided by NH RSAs, ensuring coordination, performance accountability, and adherence to mission and objectives.
- Coordinate provision of services regarding general assistance in accordance with the provisions of RSA 165 or other related statutes.

2. Budgeting, Financial Oversight, and Capital Planning

- Prepare and present the Town's annual operating and capital budgets, including long-range financial forecasting.
- Monitor financial performance, oversee fiscal discipline, and align resource allocation with adopted goals and priorities.
- Manage department head collaboration in capital improvement planning, debt service strategies, and grant-funded projects.

3. Personnel Management and Organizational Development

- Appoint, evaluate, and, if necessary, remove department heads and key administrative staff, subject to Charter provisions.
- Administer the Town's personnel policies, compensation framework, organizational structure, and performance review systems.
- Foster a workplace culture of professionalism, ethics, equity, and continuous improvement.
- Support staff development, succession planning, and leadership training across all departments.

4. Strategic Planning and Interdepartmental Coordination

- Lead the implementation of the Town's strategic vision, ensuring cross-departmental collaboration to achieve measurable results.
- Facilitate alignment of department goals with Town Council priorities and statutory responsibilities.
- Support the use of LEAN, performance analytics, and project management tools to improve outcomes, efficiency and responsiveness.

5. Legislative Liaison and Council Support

- Prepare agendas, reports, and documentation for Town Council meetings.
- Coordinate with the Council Chair and members to ensure timely, accurate, and actionable information is available for decision-making.
- Ensure legal posting, public transparency, and compliance with RSA 91-A (Right-to-Know Law).

6. Community and Intergovernmental Relations

- Represent the Town with regional, state, and federal entities, including NHMA and state agencies.
- Respond to resident inquiries, business concerns, and constituent issues with professionalism and follow-through.
- Serve as a liaison to boards and commissions where administrative coordination is required.

7. Legal and Risk Management Oversight – *Risk Manager*

- Work with legal counsel to ensure compliance with applicable laws, charters, contracts, and administrative codes.
- Oversee risk mitigation strategies, insurance coverage, claims resolution, and crisis management functions.
- Manage enforcement and implementation of ordinances, codes, and administrative rules.

8. Communications, Public Transparency and Community Engagement – *Director of Administrative Services*

- Ensure timely and effective communication with the public, media, and stakeholders about Town initiatives and developments including management of the Town’s website.
- Promote the availability of public records, financial reports, and Council decisions in accessible formats.
- Utilize digital platforms to enhance transparency, civic engagement, and service accessibility.
- Respond to and provide government documents to persons requesting those documents.

SECTION 4.4 – RECREATION DEPARTMENT – *Recreation Director*

A. **Mission:** To enrich community life by providing inclusive, safe, and innovative recreational opportunities that promote health, wellness, and social connection for residents of all ages. Through stewardship of parks, facilities, and open spaces, and by fostering partnerships with schools, local organizations, and volunteers, the Department works to build community pride, encourage active lifestyles, and strengthen the Town’s identity as a vibrant and welcoming place to live.

B. **Core Functions:**

1. Program Development & Delivery

- Offer a diverse range of recreational, cultural, and educational programs tailored to youth, families, adults, and seniors.

- Provide seasonal events and activities that foster community traditions and civic pride.

2. Facility & Park Management

- Maintain and improve Londonderry's athletic fields, playgrounds, trails, open spaces, and recreational facilities.
- Ensure safe, accessible, and sustainable use of facilities for current and future generations.

3. Community Engagement & Inclusivity

- Encourage broad participation by removing barriers to access and ensuring affordability.
- Develop inclusive programs for residents of all abilities and backgrounds.
- Partner with schools, nonprofits, and local businesses to expand offerings.

4. Health, Wellness & Quality of Life

- Promote physical fitness, mental well-being, and healthy lifestyles through active recreation.
- Support social connections and intergenerational interaction through community events and volunteer opportunities.

5. Public Safety & Stewardship

- Prioritize safety in all programs, events, and facilities.
- Ensure proper staff training, compliance with regulations, and effective risk management.

6. Strategic Planning & Sustainability

- Plan for Londonderry's growing and changing population by assessing needs and tracking participation trends.
- Pursue grants, sponsorships, and partnerships to strengthen financial sustainability.
- Implement environmentally responsible practices in parks and programs.

SECTION 4.5 – FINANCE DEPARTMENT – *Finance Director / Controller*

- A. **Mission:** To safeguard public resources through sound fiscal management, accurate reporting, and comprehensive oversight of Town finances. Ensures the financial procedures of the Town comply with applicable federal and state law, NH Department of Revenue Administration administrative rules, Generally Accepted Accounting Principles (GAAP), Government Account Standards Board (GASB) pronouncements.

B. Core Functions:

1. Financial Management & Reporting

- Develop and manage the Town's operating and capital budgets; provide monthly/quarterly reporting and year-end financial statements in accordance with Generally Accepted Accounting Principles (GAAP), Government Accounting Standards Board (GASB) and Government Finance Officers Association (GFOA) best practices.
- Maintain the general ledger; manage accounts payable/receivable; oversee grant accounting and reporting.
- Coordinate external audits; implement internal control improvements.

2. Treasury, Cash & Debt Management

- Steward cash flow, banking, and investments; protect liquidity and safety of funds; administer debt and comply with continuing disclosure.

3. Procurement & Risk

- Ensure fair, competitive purchasing; enforce policy compliance; support departments with contract and risk review aligned to GFOA recommendations.

4. Assessing Division – *Chief Assessor (Property Valuation & Tax Administration)*

- Discover, list, and value taxable property using accepted mass appraisal practices to ensure fairness and equity.
- Administer exemptions, credits, current use, and abatements; maintain tax maps, deed/ownership changes, and public assessing records; support NH Department of Revenue Administration tax-rate setting.

5. Payroll & Employee Pay Services

- Process accurate, on-time payroll for all Town employees; manage timekeeping, deductions, and benefits interfaces.
- Ensure compliance with tax reporting (W-2, 1095-C where applicable), wage/hour laws, and collective bargaining agreements; maintain confidential personnel pay records consistent with internal controls.

6. Customer Service & Transparency

- Provide clear public information (budgets, CAFRs/ACFR, monthly reports) and responsive service to residents and staff; maintain a user-friendly financial reports portal.
- Coordinate the annual financial audit.

7. Financial Policy & Continuous Improvement

- Lead adoption and periodic review of financial policies (fund balance, reserves, investments, debt, procurement) and document procedures; champion process improvements across Finance, Assessing, and Payroll.

SECTION 4.6 – PLANNING & ECONOMIC DEVELOPMENT

DEPARTMENT – *Director of Planning & Economic Development*

A. **Mission:** To protect public health and safety, steward Londonderry’s natural and built environment, and advance a resilient, business-friendly local economy by delivering timely, consistent land use planning, zoning administration, permitting, inspections, and code compliance—while providing clear guidance to residents, businesses, and boards through transparent, customer-focused service.

B. **Core Functions:**

1. Long-Range & Current Planning

- Lead comprehensive and master planning; integrate land use, housing, transportation, conservation, and economic development goals.
- Prepare and update zoning and land-use ordinances, maps, and related policies; conduct public hearings and stakeholder engagement.
- Review site plans, subdivisions, and special/conditional permits for consistency with regulations and the Master Plan; issue staff reports and recommendations.
- Maintain data, GIS layers, and development metrics to support evidence-based decisions and continuous process improvement.

2. Economic Development

- Lead business retention, expansion, and attraction; serve as a concierge for permitting and site selection.
- Coordinate incentives, infrastructure readiness, and workforce/partner programs to grow the tax base and quality jobs.
- Market Londonderry’s assets; track project pipelines and outcomes (investment, jobs, tax impact).

3. Building & Code Enforcement Division – *Chief Building Official (Building & Life-Safety Permitting and Inspections)*

- Administer building, electrical, mechanical, plumbing, and related permits; perform plan review and inspections to applicable codes.
- Provide technical assistance to applicants; ensure fair, consistent, and timely service delivery.

- Maintain records; issue certificates of occupancy and compliance.
- Proactively and responsively enforce health, safety, property maintenance, housing, zoning, and related ordinances.
- Emphasize education first; use equitable and impartial enforcement to achieve compliance and protect neighborhood quality.
- Coordinate cross-department responses for complex cases.

4. **Health Officer Functions – *Health Officer***

- Enforce public health statutes and local health ordinances; investigate nuisances and sanitary conditions in dwellings, commercial properties, schools, and public places.
- Coordinate with NH DHHS and NH DES on inspections, disease control, environmental health issues, and emergency preparedness.
- Educate the public and advise Town leadership/boards on health matters.

5. **Zoning Administration & Enforcement**

- Interpret and administer the Zoning Ordinance; issue zoning determinations and enforcement actions.
- Review applications for variances, special exceptions/permits, and appeals; prepare staff analyses.
- Maintain zoning maps and public guidance materials.

6. **Board/Committee/Commission Support & Coordination**

- Provide staffing, scheduling, noticing, packets, technical guidance, and minutes for:
 - Planning Board
 - Zoning Board of Adjustment
 - Conservation Commission
 - Capital Improvements Plan (CIP) Committee
 - Master Plan Steering Committee
 - Heritage/Historic District Commission

SECTION 4.7 – PUBLIC WORKS DEPARTMENT – *Director of Public Works & Municipal Facilities*

- A. **Mission:** To safeguard and enhance Londonderry’s quality of life by planning, building, and maintaining reliable public infrastructure; delivering responsive, customer-focused services; and stewarding town assets and the environment with professionalism, fiscal discipline, and continuous improvement.
- B. **Core Functions:**

1. Roadway & Bridge Operations

- Maintain, repair, and improve town roads, bridges, sidewalks, signs, and pavement markings; deliver 24/7 winter operations for safe mobility.

2. Stormwater & Drainage

- Plan, operate, and maintain stormwater systems; comply with state and federal permits; reduce flooding and protect water quality.

3. Sewer Collection System

- Operate, maintain, and repair the Town's sewer collection system, including gravity mains, force mains, manholes, and pump stations.
- Ensure compliance with federal and state regulations (EPA, NHDES).
- Coordinate agreements with wastewater treatment facilities receiving and processing the Town's wastewater for reliable flow and capacity management.
- Implement preventive maintenance programs, inspections, and condition assessments to minimize infiltration/inflow and extend system life.

4. Solid Waste & Recycling

- Operate transfer / recycling services; promote diversion, waste reduction, and safe handling. Coordinate and oversee the curbside solid waste and recycling program.

5. Engineering Division – *Director of Engineering*

- Plan, design, permit, bid, and manage capital improvements; ensure safety, code compliance, and lifecycle value.
- Conduct plan review for proposed residential and commercial site and subdivision applications.

6. Traffic & Transportation

- Manage traffic control devices and roadway markings; coordinate with regional partners on mobility, safety, and accessibility.

7. Buildings, Grounds & Cemeteries

- Maintain public grounds and cemeteries to safe, clean standards.

8. Facilities Maintenance

- Maintain and operate Town-owned buildings, including Town Hall, Police, Fire, Library, and community facilities.
- Provide custodial, mechanical, electrical, and structural upkeep to ensure safe, efficient, and accessible environments for staff and the public.
- Support energy management, preventive maintenance, and capital improvements that extend facility lifespans and reduce operating costs.

9. Fleet & Equipment

- Procure, maintain, and manage town DPW fleet and equipment for reliability and cost effectiveness.

10. Environmental Stewardship & Compliance

- Meet or exceed environmental, health, and safety standards; advance resilience and sustainability.

11. Customer Service & Emergency Response

- Provide timely responses to resident requests; coordinate multi-agency response for weather and other incidents.

12. Asset Management & Performance

- Maintain townwide inventories, condition ratings, and data-driven maintenance plans; track KPIs and transparently report results.

13. Public Trees (Tree Warden)

- Care for, maintain, protect, and perpetuate shade and ornamental community trees and shrubs in town public ways, town commons, parks, cemeteries, and other public grounds.
- Conduct the process for the removal of hazardous trees.

14. Water Distribution Coordination

- Although the Town does not operate the water distribution systems directly, the DPW coordinates closely with the three entities that provide water service to Londonderry:
 - Pennichuck Water Works
 - Manchester Water Works
 - Derry Department of Public Works
- Coordinate responsibilities such as:

- Joint planning for infrastructure projects to reduce duplication of work and avoid disruption to residents.
- Information sharing on pavement restoration, hydrant operations, and emergency repairs.
- Developing consistent standards for trenching, backfilling, and road restoration.
- Serving as a liaison between water utilities and Londonderry residents to ensure clear communication and effective service delivery.
- Applying for grants to expand the water distribution system to those areas where it is needed.

SECTION 4.8 – FIRE DEPARTMENT – *Fire Chief*

A. **Mission:** To protect lives and property through effective fire suppression, emergency medical response, rescue services, code compliance, and community preparedness.

B. **Core Functions:**

1. Emergency Response / Fire Suppression

- Respond to structural and wildland fires, vehicle fires, and hazardous condition calls.
- Execute search and rescue operations in life-threatening environments.
- Operate and maintain engines, ladders, and specialty apparatus for firefighting and technical response.
- Conduct rapid deployment for alarms, reported smoke conditions, gas leaks, and mutual aid calls.
- Maintain readiness through continuous shift training and apparatus checks.

2. Emergency Medical Services (EMS)

- Provide Basic Life Support (BLS) and Advanced Life Support (ALS) at the paramedic level to medical emergencies, accidents, and trauma incidents.
- Operate as the Town's primary emergency ambulance transport provider.
- Partner with local hospitals and regional EMS systems to ensure continuity of patient care.
- Maintain licensing, certification, and training for all EMS personnel in compliance with NH Department of Safety, Division of Fire Standards and Training and EMS.
- Monitor emerging health threats and coordinate medical response to public health events.

3. Emergency Management / Homeland Security – *Emergency Management Director*

- Plan, coordinate, and implement all-hazards emergency management across four phases: mitigation, preparedness, response, and recovery.
- Maintain the Town's Emergency Operations Plan (EOP), Continuity of Operations Plan (COOP), Disaster Recovery Plan and Hazard Mitigation Plan.
- Collaborate with regional, state, and federal partners including FEMA, NH HSEM, and mutual aid districts.
- Manage community preparedness programs, mass notification systems, and emergency shelters.
- Lead interdepartmental coordination during natural disasters, major incidents, or critical events.

4. Fire Prevention and Code Enforcement

- Conduct inspections of new and existing buildings to ensure compliance with adopted fire codes (NFPA 1 & 101, NH State Fire Code).
- Review building plans and permit applications for code compliance.

SECTION 4.9 – POLICE DEPARTMENT – *Police Chief*

A. **Mission:** To preserve public safety, enforce laws, and build trust through professional policing, community engagement, and crime prevention.

B. **Core Functions:**

1. Patrol Operations

- Maintain 24/7 uniformed police presence throughout the Town.
- Respond to calls for service, including emergencies, non-emergencies, motor vehicle crashes, and suspicious activities.
- Use data driven strategies to enforce traffic laws and conduct proactive patrols to deter crime and promote public safety.
- Conduct wellness checks, neighborhood patrols, business checks, and directed enforcement as needed.

2. Criminal Investigations

- Investigate major crimes including assaults, thefts, burglaries, drug offenses, fraud, and other felonies.
- Collect and process physical and digital evidence in accordance with legal and procedural standards.
- Conduct interviews, surveillance operations, and execute search warrants in collaboration with judicial and prosecutorial agencies.
- Work closely with the County Attorney, Attorney General's Office, and federal law enforcement partners.

- Maintain case files and ensure all investigative actions support prosecution and justice outcomes.

3. Juvenile & School Resource Services

- Assign School Resource Officers (SROs) to public schools in partnership with the School District.
- Promote positive youth-police relationships and assist in maintaining a safe learning environment.
- Address juvenile-related offenses through early intervention, restorative justice referrals, and coordinated services with DCYF and youth organizations.
- Provide educational programming on safety, law, and drug prevention in school and community settings.

4. Community Policing & Public Engagement

- Promote crime prevention through education, outreach, and partnerships with neighborhoods and civic groups.
- Organize and participate in community events.
- Serve as liaisons to vulnerable populations including seniors, domestic violence victims, and persons with behavioral health needs.
- Build trust and cooperation through transparency, communication, and consistent presence.

5. Specialized Units & Tactical Response

- Maintain specialized capabilities such as K-9 operations, accident reconstruction, cybercrime, and drug interdiction.
- Participate in regional mutual aid efforts and special operations groups (e.g., tactical teams, regional task forces).
- Provide dignitary protection, protest management, and high-risk warrant services as required.
- Support critical incident response and multi-agency coordination during major emergencies.

6. Communications & Dispatch

- Operate a communications center police and DPW calls.
- Maintain accurate CAD (Computer Aided Dispatch) records and ensure effective resource deployment.
- Coordinate mutual aid requests and communicate with regional and state agencies.
- Serve as a vital information hub during emergencies, ensuring timely relay of data to field personnel.

7. Records & Administrative Services

- Maintain arrest logs, incident reports, citations, motor vehicle crash data, and evidence chain-of-custody.
- Administer licensing, background checks, pistol permits, and other statutory services.
- Ensure NIBRS (National Incident-Based Reporting System) and UCR compliance.

8. Professional Standards & Training

- Provide initial and ongoing officer training in accordance with NH Police Standards and Training Council (PSTC) mandates.
- Promote officer wellness, leadership development, and use-of-force de-escalation practices.
- Maintain internal affairs and professional conduct processes to uphold public trust.
- Regularly review policies, SOPs, and equipment for effectiveness, legality, and alignment with community expectations.

SECTION 4.10 – HUMAN RESOURCES DEPARTMENT – *Human Resources Director*

A. **Mission:** To attract, develop, retain and support a high-performing, ethical workforce that delivers excellent public service. We do this by partnering with departments to recruit and retain talent, fostering a fair and respectful workplace, championing employee growth and well-being, and continuously improving our processes to provide timely, compliant, and customer-focused HR services for the Town's workforce.

B. Core Functions:

1. Workforce Planning & Talent Acquisition

- Conduct strategic staffing and workforce analytics; perform job analysis and classification.
- Recruit, select, and onboard employees inclusively, ensuring retention from requisition through the first year.

2. Compensation, Benefits & HRIS

- Administer competitive pay; conduct market reviews and ensure internal equity.
- Manage benefits (health, retirement, leave, wellness); coordinate HRIS and payroll; govern data effectively.

3. Employee & Labor Relations

- Administer policies and provide consultation to managers and employees.
- Manage union relations and contract administration; conduct investigations; apply progressive discipline and handle grievances.

4. **Learning, Performance & Organizational Development**

- Deliver orientation, training, coaching, and succession planning.
- Implement performance management systems and metrics; facilitate leadership development and team building.
- Drive continuous improvement through LEAN events, standard work, and process mapping.

5. **Diversity, Equity, Inclusion & Belonging (DEIB)**

- Ensure EEO/ADA compliance; conduct proactive outreach and improve accessibility.
- Educate and implement practices that foster an inclusive and respectful culture.

6. **Safety, Risk & Compliance**

- Run workplace safety programs; coordinate workers' compensation and facilitate the Joint Loss Management Committee (JLMC).
- Comply with federal, state, and local employment laws (FLSA, FMLA, ADA, Title VII, etc.) and complete required reporting.

7. **Employee Experience, Engagement & Recognition**

- Launch wellness initiatives; conduct engagement surveys and develop action plans.
- Implement recognition programs; manage internal communications in partnership with departments.

8. **HR Operations & Customer Service**

- Manage records and retention; verify employment.
- Maintain service-level standards, dashboards, and public-facing transparency (KPIs, time-to-hire, training completion).
- Oversee vendor and contract management for HR services.

SECTION 4.11 – SENIOR AFFAIRS DEPARTMENT – *Director of Senior Affairs*

- A. **Mission:** To support, empower, and enrich the lives of older adults throughout our community by ensuring access to vital services, fostering meaningful social connection, promoting health and wellness, and preserving dignity and independence for all seniors.

B. Core Functions:

1. Oversees the Senior Center

- Manages daily operations, programming, and facility maintenance of the Senior Center to ensure a welcoming and safe environment for older adults.
- Facilitates partnerships with local organizations, volunteers, and service providers to expand offerings and resources available at the Senior Center.
- Ensures accessibility and inclusivity for seniors of all backgrounds and abilities.

2. Program Delivery

- Develops and implements a diverse range of programs focused on health, wellness, education, and social connection for seniors.
- Organizes workshops, support groups, and informational sessions on topics relevant to older adults (e.g., financial planning, technology, safety).
- Provides opportunities for intergenerational activities and community involvement.
- Evaluates program effectiveness and adapts offerings based on participant feedback and emerging needs.

3. Nutrition Support and Advocacy Services

- Coordinates meal programs, such as congregate dining and home-delivered meals, to address food insecurity and promote nutrition among seniors.
- Serves as primary liaison to Meals on Wheels for Londonderry.
- Advocates for seniors' access to essential services, benefits, and community resources.
- Assists with referrals to social services, healthcare providers, and support agencies as needed.

SECTION 4.12 – CYBER SERVICES DEPARTMENT – *Cyber Services Director*

A. **Mission:** To provide secure, innovative, and reliable technology solutions that enhance the efficiency, transparency, and service delivery of all Town departments, while safeguarding data integrity, privacy, and cyber resilience for the Town of Londonderry.

B. Core Functions:

1. Cybersecurity Management

- Implement and maintain robust network security architecture (firewalls, intrusion detection, endpoint protection).

- Monitor threats and manage incident response, including phishing and ransomware defenses.
- Ensure regulatory compliance with cybersecurity standards (e.g., CJIS, NIST).

2. Infrastructure and Systems Administration

- Manage servers, storage systems, backups, and cloud infrastructure supporting Town operations.
- Maintain Town-owned networking infrastructure (LAN/WAN, switches, routers, wireless access).
- Support voice and communication platforms including telephony and email systems.

3. Application and Software Support

- Administer and support enterprise applications (e.g., ERP, GIS, permitting, financial systems).
- Coordinate with departments on new technology needs, upgrades, and system integrations.
- Maintain licensing, patch management, and version control of all software assets.

4. User Support and Training

- Provide helpdesk services and on-site/user-level technical support.
- Deliver training to Town staff on cybersecurity awareness and effective software use.
- Support onboarding/offboarding of employee technology accounts and devices.

5. Strategic Planning and Innovation

- Lead technology planning efforts aligned with Town priorities and budget.
- Recommend and implement digital transformation initiatives to improve public service delivery.
- Evaluate emerging technologies to enhance municipal operations and reduce costs.

6. Data Governance and Business Continuity

- Maintain secure, accessible, and well-structured data assets across departments.
- Implement and routinely test disaster recovery and continuity of operations plans.
- Support open data, transparency, and records management compliance.

SECTION 4.14 – CABLE DEPARTMENT – *Cable Director*

A. **Mission:** To provide reliable, transparent, and accessible cable television and media services that inform, educate, and engage the residents of Londonderry. The Cable Department supports government transparency, community connection, and public participation through the management of local broadcast channels and digital media platforms.

B. **Core Functions:**

1. **Cable Channel Operations**

- Manage the daily operation and programming of the Town’s cable television channels, ensuring timely broadcast of government meetings, community events, and public service announcements.
- Maintain broadcast schedules, video archives, and on-demand access to recorded content.
- Ensure compliance with FCC regulations and local policies governing cable operations

2. **Production & Technical Services**

- Oversee the recording, editing, and production of video content for Town departments, boards, and commissions.
- Provide technical support for live broadcasts, remote meetings, and multimedia presentations.
- Maintain and upgrade equipment and software to ensure high-quality audio and video delivery.

3. **Community Engagement & Public Information**

- Promote public awareness of Town initiatives, services, and events through cable and digital media.
- Facilitate opportunities for residents to participate in programming, submit content, and provide feedback.
- Collaborate with schools, nonprofits, and local organizations to expand educational and cultural offerings.

4. **Transparency & Accessibility**

- Ensure government meetings and proceedings are broadcast live and archived for public access.
- Provide closed captioning, translation, and other accessibility features as required.

- Respond to resident inquiries and requests for cable-related information and services.

SECTION 4.15 – OFFICE OF THE TOWN CLERK AND THE TAX COLLECTOR – *Town Clerk (elected) and Tax Collector (appointed)*

A. **Mission:** To provide accurate, transparent, and accessible services to residents, businesses, and municipal departments through responsible stewardship of official records, fair and efficient tax collection, and the administration of election processes, in full compliance with state and local statutes.

B. **Core Functions:**

1. **Clerk Services (Town Clerk Function)**

- **Vital Records Management**
 - Register and issue certified copies of birth, marriage, and death records in accordance with RSA 5-C.
- **Licensing and Permits**
 - Process dog licenses, marriage licenses, landlord registry and other statutory filings.
- **Public Records Custody**
 - Serve as the custodian of official Town records, ordinances, resolutions, and minutes.
- **Town Council and Election Support**
 - Record and archive Town Council legislative actions.
 - Prepare public notices and legal postings in accordance with open meeting law.

2. **Election Administration (Town Clerk Function)**

- **Conduct Administrative Coordination of Local, State, and Federal Elections**
 - Maintain voter registration lists and coordinate polling operations under RSA 659.
 - Works under the general direction of the Town Moderator
- **Ballot Preparation and Reporting**
 - Oversee absentee voting, ballot custody, and election result certification.

3. **Tax Collection (Tax Collector Function)**

- **Billing and Collection of Property Taxes**
 - Issue semi-annual tax bills and collect revenues in accordance with RSA 76.
- **Lien and Deed Enforcement**

- Process tax liens and deeding procedures while ensuring due process protections.
- **Escrow Coordination and Mortgagee Notifications**
 - Coordinate with banks, mortgage servicers, and escrow agents for timely tax payments.
- **Refunds, Overpayments, and Abatements**
 - Issue appropriate tax refunds and credits, and process abatements in cooperation with the Assessing Division.

4. Customer Service

- **Resident-Focused Service**
 - Provide counter, mail, phone, and online support for all Town Clerk and Tax services.
- **Online Transactions**
 - Support online dog licensing, tax payments, and record requests to increase accessibility and convenience.
- **Data Accuracy and Records Retention**
 - Ensure accuracy, compliance and integrity of government documents and adhere to NH record retention schedules.

5. Motor Vehicle Agent (NH DMV Agent of Record)

- Serve as a municipal agent for the State of New Hampshire Division of Motor Vehicles.
- Process vehicle registrations, including new, renewal, and transfer transactions.
- Collect and remit municipal and state fees associated with motor vehicle operations.
- Validate and issue temporary plates, decals, and registration documents in compliance with RSA 261.
- Coordinate with the NH DMV to ensure compliance with rules for title applications, plate issuance, and registration accuracy.
- Educate residents on vehicle registration procedures and assist with documentation requirements.

SECTION 4.16 – POWERS AND DUTIES

- A. **Department Heads** are responsible for strategic leadership, program management, and budgetary compliance for their respective departments.
- B. **Divisions** may be added, removed, or reorganized by the Town Manager for administrative efficiency, consistent with the adopted budget and policies.
- C. **Mission Alignment:** Each department shall maintain a written mission statement and annual performance plan aligned with Town goals and subject to review by the Town Manager.

- D. **Cross-Department Coordination:** Departments shall share administrative or technical services where appropriate to improve efficiency and service delivery. The expectation is that departments will work collaboratively to achieve the overall objectives of the Town.

SECTION 4.17 – STAFFING AND PERSONNEL

All staffing decisions shall follow the Town Charter, personnel policies, and applicable state law. Department heads shall be responsible for hiring, training, evaluation, succession planning and oversight of personnel within their departments under the direction of the Town Manager.

SECTION 4.18 – TRANSITIONAL PROVISIONS

- A. The Department of Engineering & Environmental Services is dissolved and reconstituted as the Engineering Division under the Department of Public Works.
- B. The Assessing Department is dissolved and reconstituted as the Assessing Division under the Finance Department.
- C. The Building Department is dissolved and reconstituted as the Building and Code Enforcement Division under the Department of Planning & Economic Development.
- D. All references in ordinances, contracts, or policies to the former departments shall be interpreted as referring to their successor divisions.
- E. These changes shall be implemented without disruption to services or personnel, under the supervision of the Town Manager.

SECTION 4.19 – BUDGET MANAGEMENT AND FISCAL RESPONSIBILITY

Department heads have an obligation to be fiscally responsible in the expenditure of public funds, stewardship of those funds and the conservation of public resources. Department heads are required to operate within the approved budget for the department and not over expend the authorized budget without approval of the Town Manager.

LEGISLATIVE HISTORY

Originally adopted by the Londonderry Town Council on June 21, 1999

Revision History: February 9, 2004, March 28, 2005, May 5, 2008

Rescission of Chapters I and II of Title V on February 2, 2026

Adoption of Chapter 4 on February 2, 2026

Appendix A & B

Federal and State Statutory & Regulatory References

Appendix A

Federal and State Statutory & Regulatory References for Departmental Authority

This Appendix is provided to supplement the Londonderry Administrative Code. It identifies the primary federal and state legal authorities that govern or guide the functions of each municipal department. It is not exhaustive and should be updated periodically as statutes and regulations change.

Town Manager's Office

- RSA 37 – Town Manager authority.
- RSA 91-A – Right-to-Know Law (public access to records and meetings).
- RSA 165 – Local welfare/general assistance.
- RSA 31:39 – General municipal ordinance authority.

Recreation Department

- RSA 35-B – Establishment and administration of recreation systems.
- RSA 202-A:4-c – Authority regarding public recreational facilities.
- Federal: ADA accessibility requirements for public facilities.

Finance Department

- RSA 32 – Municipal Budget Law.
- RSA 33 – Municipal Finance Act (debt issuance).
- RSA 41:9 – Authority over financial policies.
- NH Department of Revenue Administration – Rules governing municipal finance and tax rate setting.
- Federal: GAAP & GASB standards; 2 CFR 200 (Uniform Guidance for federal grants); Single Audit Act.

Planning & Economic Development

- RSA 674 – Local land use planning and regulatory powers.
- RSA 676 – Administration and enforcement of zoning and planning.

- RSA 147 – Local health officer authority.
- RSA 155-A – State Building Code.
- RSA 155-B – Fire Safety Code.
- Federal: NFIP (Floodplain); EPA Clean Water Act; ADA.

Public Works

- RSA 231 – Highways and bridges.
- RSA 149-I – Sewer systems.
- RSA 485-A – Water pollution and NPDES compliance.
- RSA 31:39-c – Solid waste ordinances.
- Federal: EPA Clean Water Act (stormwater, wastewater); EPA MS4 Stormwater Permit; OSHA standards.
- Federal: Manual of Uniform Traffic Control Devices (MUTCD)

Fire Department

- RSA 154 – Firewards and fire departments.
- RSA 21-P – Department of Safety; Homeland Security & Emergency Management.
- RSA 153 – Fire Marshal authority.
- Federal: NFPA 1 & 101; FEMA/NIMS/ICS; OSHA fireground standards.

Police Department

- RSA 105 – Police officers.
- RSA 106-L – Police Standards and Training Council.
- RSA 91-A – Records access requirements.
- Federal: FBI CJIS Security Policy; Federal civil rights statutes (Title VI, 42 U.S.C. §1983); DOJ data handling.

Human Resources Department

- RSA 273 – Labor laws.
- RSA 275 – Protective legislation (wages and labor).
- RSA 354-A – Human Rights Act (discrimination).
- Federal: FLSA; FMLA; ADA; Title VII; OSHA; ACA.

Senior Affairs Department

- RSA 161-F – Services for the elderly.
- Federal: Older Americans Act; ADA accessibility requirements.

Cyber Services Department

- RSA 91-A – Access to government records, including electronic data.
- Federal: NIST Cybersecurity Framework; DOJ CJIS Security Policy; HIPAA (where applicable); FISMA best practices.

Town Clerk / Tax Collector

- RSA 5-C – Vital records.
- RSA 41:16 – Duties of clerks.
- RSA 76 – Tax collection.
- RSA 80 – Tax liens and deeding.
- RSA 652–669 – Elections and voting administration.
- RSA 261 – Motor vehicles.
- Federal: NVRA; HAVA; IRS reporting (tax collections).

Appendix B

Statutory and Regulatory Compliance Matrix by Department

Department	Key NH Statutes (RSAs)	Federal Laws / Regulations
Town Manager’s Office	RSA 37; RSA 91-A; RSA 165	FOIA; Federal civil rights obligations
Recreation	RSA 35-B; RSA 202-A:4-c	ADA
Finance	RSA 32; RSA 33; RSA 41:9	GAAP/GASB; 2 CFR 200; Single Audit Act
Planning & Economic Development	RSA 674; RSA 676; RSA 147; RSA 155-A	EPA Clean Water Act; NFIP; ADA
Public Works	RSA 231; RSA 149-I; RSA 485-A; RSA 31:39-c	EPA Clean Water Act; MS4; OSHA
Fire	RSA 154; RSA 153; RSA 21-P	NFPA 1 & 101; FEMA/NIMS; OSHA

Police	RSA 105; RSA 106-L; RSA 91-A	FBI CJIS; Title VI; 42 U.S.C. §1983
Human Resources	RSA 273; RSA 275; RSA 354-A	FLSA; FMLA; ADA; Title VII; OSHA; ACA
Senior Affairs	RSA 161-F	Older Americans Act; ADA
Cyber Services	RSA 91-A	NIST; DOJ CJIS; HIPAA; FISMA
Town Clerk / Tax Collector	RSA 5-C; RSA 41:16; RSA 76; RSA 80; RSA 652-669; RSA 261	HAVA; NVRA; IRS reporting



Town of Londonderry, New Hampshire

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ORDINANCE 2026-04

AN AMENDMENT TO THE MUNICIPAL CODE REPEALING CHAPTER I & II OF TITLE V AND ADOPTING CHAPTER 4 ADMINISTRATIVE DEPARTMENTS

WHEREAS, the Town Charter of the Town of Londonderry, Article 4, Section 4.9(B), authorizes the Town Council to establish and amend the structure and responsibilities of the administrative departments of the Town; and

WHEREAS, the Town Manager has recommended repeal of Chapters I & II of the Administrative Code to replace them with an amended code to reflect the current organizational structure, improve operational efficiency, and align with municipal best practices; and

WHEREAS, the Town Council has reviewed the proposed repeal of Chapters I & II and replace them with a new Chapter 4 which includes the consolidation, reclassification, and clarification of departmental missions and functions.

NOW THEREFORE BE IT ORDAINED by the Town Council of the Town of Londonderry, New Hampshire, as follows:

1. Chapter I & II of the Administrative Code are hereby repealed in their entirety and replaced with the revised Chapter 4 entitled "Administrative Departments," attached hereto and incorporated by reference.
2. This revised Chapter 4 shall govern the establishment, structure, missions, and powers of all municipal departments and divisions of the Town of Londonderry.
3. The Town Manager is authorized to implement these changes in accordance with the Town Charter and personnel policies, including the reassignment of staff, transition of responsibilities, and publication of updated organizational charts.

4. All ordinances, resolutions, or policies inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

5. This Ordinance shall take effect March 3, 2026.

**Ron Dunn – Chair
Town Council**

Sharon Farrell – Town Clerk

PASSED AND ADOPTED by the Londonderry Town Council this 2nd day of February 2026.

CHAPTER I - LEGAL BASIS AND DEPARTMENTAL ORGANIZATION

SECTION I LEGAL BASIS

A.

This Administrative Code is established in accordance with the provisions of the Londonderry Town Charter.

SECTION II ADMINISTRATIVE DEPARTMENTS

- A. A department shall be a legal subdivision of the Town government usually performing a variety of inter-related functions with multiple staff positions.
- B. A departmental division shall have a single primary function.
- C. The administrative services of the Town shall consist of the following groups, and departments. Groups and departments may be divided into divisions or bureaus as provided herein or as provided by the Town Charter.

<u>Group/.Department/Division</u>	<u>Department/Division Head</u>
1. Administration	Town Manager
2. Community Services Group	Town Manager
a. Divisions:	
Cable	Cable Coordinator
Recreation	Recreation Director
Family Mediation	Fam.Med. Coordinator
Senior Affairs	Senior Affairs Coordinator
3. Finance & Administration Group	Asst. Town Manager, Finance & Admin.
a. Divisions:	
MIS	MIS Director
Finance	Asst. Town Mgr./Fin. & Admin.
Town Clk/Tax Collector	Town Clerk/Tax Collector
Assessing	Assessor
Treasury	Treasurer
General Assistance	Asst. Twn. Mgr./Fin. & Adm.
Human Resources	Asst. Twn. Mgr./Fin. & Adm

CHAPTER I - LEGAL BASIS AND DEPARTMENTAL ORGANIZATION (Cont'd)

SECTION II ADMINISTRATIVE DEPARTMENTS (Cont'd)

C. The administrative services of the Town shall consist of the following groups and departments: (Cont'd)

	<u>Group/Department/Division</u>	<u>Department Head</u>
4.	Community Development & Comm. Development Director a. Divisions: Planning Economic Development Conservation Land Mgt GIS Building/Health/Zoning	
5.	Public Works Department a. Divisions: Environmental Services Engineering Highway/Bridges	Public Works Director Environmental Engineer Town Engineer Highway Foreman
6.	Fire & Rescue Department a. Divisions: Code Enforcement Emergency Medical Svcs. Operations Public Education	Fire Chief
7.	Police Department a. Divisions: Operations Division Support Services Division	Police Chief
8.	Leach Library	Library Trustees

CHAPTER I - LEGAL BASIS AND DEPARTMENTAL ORGANIZATION (Cont'd)

SECTION III POWERS AND DUTIES OF DEPARTMENT HEADS

- A. Each department head shall be responsible for the efficient operation of their department. They shall perform all the duties and exercise all the powers conferred upon their office by applicable laws, ordinances and resolutions.
- B. Department heads may prescribe departmental rules and regulations not inconsistent with general law, the Town Charter, this Administration Code, and the provisions of the Personnel Policy for the administration of their various departments, conduct of their employees, and the proper performance of the department's business.
- C. Department heads, with the approval of the Manager and by Council amendment to the Administrative Code, may establish such departmental divisions, bureaus or other sub-units as may be deemed desirable in the interest of economy and efficiency and in accordance with sound administrative principals and practices.
- D. Each department head shall be responsible for maintaining the operation of their department on a close and friendly basis of cooperation with all other departments and with the public.
- E. Each department head shall be responsible for satisfactory maintenance and care of all Town property and buildings assigned to their department.
- F. Each department head shall be responsible for preparing and submitting both routine and special reports on the operation of their department to the Manager, Town Council, or to any State or Federal Agency as required.
- G. At such time as may be requested by the Manager, each department head shall submit an itemized estimate of the expenditures for the next fiscal year for their department for use in preparation of the proposed budget for said year, including planned expenditures for Capital Improvements.
- H. Each department head shall be responsible for following the provisions of this Administrative Code and Town Policy in establishing a purchasing and control system with respect to purchases and contracts for his/her department.
- I. Each department head shall be responsible for management of divisional functions within that department.

CHAPTER I - LEGAL BASIS AND DEPARTMENTAL ORGANIZATION (Cont'd)

SECTION IV SELECTION, QUALIFICATION, COMPENSATION AND TERMS OF OFFICE OF DEPARTMENT HEADS AND OTHER PERSONNEL

- A. All department heads shall be appointed as provided by the Londonderry Town Charter for indefinite terms on the basis of merit and fitness to perform their duties and may be removed by the Manager as provided for by the Londonderry Town Charter, State Law and the Personnel Policy.
- B. The compensation of all department heads and non represented personnel shall be fixed in accordance with the Personnel Policy.

SECTION V DEPARTMENT STAFFS

- A. Department Heads may establish subordinate positions, make appointments and removals as necessary, within the limitations of the appropriations provided and subject to the provisions of the Town Charter, the Personnel Policy and approval of the Manager.
- B. All employees shall be under the supervision of their respective department heads, and all employees in the Town's service shall be compensated in accordance with the Personnel Policy and/or the appropriate collective bargaining unit agreement.

~~End of Section~~

CHAPTER II - MUNICIPAL DEPARTMENTS

SECTION I ADMINISTRATION

A. Town Manager Responsibilities

1. The Manager shall be the administrative head of the Town, and shall perform all the duties and have all the responsibilities prescribed by the Londonderry Town Charter, and all Orders, Ordinances and Resolutions.
2. The Manager shall supervise all department heads and Administrative Departments as established by this Code (except the Library Director, who pursuant to State Statute reports to the Board of Library Trustees). The Manager shall have the power to suspend and discipline and perform or delegate the duties and responsibilities of such department heads.
3. The Manager may prescribe such rules and regulations not inconsistent with the Town Charter and Town Ordinances as he or she may deem necessary for the conduct of the various departments, and he or she may investigate and inquire into the affairs of any department at any time.
4. The Town Manager, or such person appointed by the Town Manager as Personnel Director, shall perform all personnel functions as described in the Town Charter, Town Ordinances and the Personnel Policy.
5. The Town Manager shall, annually, make a “State of the Town Address” at the Annual Town Meeting.

CHAPTER II - MUNICIPAL DEPARTMENTS (Cont'd)

SECTION II COMMUNITY SERVICES GROUP

- A. Community Services Group** - The **Community Services** Group shall be under the supervision of the **Town Manager**.
- B.** The Town Manager shall manage the functions of the following divisions:
1. **Recreation Division** - The Recreation Division is under the supervision of the **Recreation Director** appointed in accordance with Chapter I, Section IV.A and shall consist of such other professionals and staff in accordance with Chapter I, Section V.A - Department Staffs. The Recreation Director shall perform the following functions:
 - a. Develop a general recreational program for the Town.
 - b. Coordinate and oversee all the recreational activities on Town parks, playgrounds, swimming pools, beaches, tennis courts, ski areas and all other recreational facilities, including buildings.
 - c. Prepare and maintain all records pertaining to the Recreation Department
 - d. Coordinate and cooperate with private groups as well as with public officials in the development and promotion of recreational activities in the Town.
 - e. Cooperate and coordinate with the School Superintendent and Highway Department to develop, maintain, and care for all municipal and recreational buildings, parks, playgrounds, athletic fields and other recreational areas and all other departments of the Town.
 - f. Perform all other related functions as required.

CHAPTER II - MUNICIPAL DEPARTMENTS (Cont'd)

SECTION II COMMUNITY SERVICES GROUP

B. The Town Manager shall manage the functions of the following divisions: (Cont'd)

2. **Cable Division** - The Cable Division shall be under the supervision of the **Cable Coordinator** who is appointed in accordance with Chapter I, Section IV.A and shall consist of such other professionals and staff appointed in accordance with Chapter I, Section V.A - Department Staffs. The Cable Coordinator shall perform the following functions:
 - a. Oversee all cable related services and relevant technologies for the Town, including contract compliance issues and resolution of subscriber complaints.
 - b. Manage the Londonderry Access Center (LAC) to maximize the community's ability to produce PEG access programming. This includes assuring that all users are properly supervised and trained and that policies for use are up to date and applied uniformly.
 - c. Provide for the maintenance of the institutional network (I-Loop) and coordinate its usage to ensure compatible endeavors.
 - d. Prepare reports as required to keep the Town Manager apprised of emerging technologies.
 - e. Work cooperatively with the Town Departments, School District, OVS (Other Video Services), the Town's other agencies and cable provider(s) to ensure the optimum use of available communications resources.
 - f. Perform all other related functions as required.

CHAPTER II - MUNICIPAL DEPARTMENTS (Cont'd)

SECTION III FINANCE AND ADMINISTRATION GROUP

- A. The **FINANCE AND ADMINISTRATION** Group shall be headed by an **Asst. Town Manager/Finance and Administration** in accordance with Chapter I, Section IV.A and shall consist of such other professionals and staff in accordance with Chapter I, Section V.A - Department Staffs.
- B. The Asst. Town Manager/Finance and Administration shall manage the functions of the following divisions:
1. **Finance Division:** The Finance Division shall be managed by the Asst. Town Manager/Finance and Administration in accordance with Chapter I, Section IV.A and shall consist of such other professionals and staff in accordance with Chapter I, Section V.A-Department Staffs. The Asst. Town Manager/Finance and Administration shall perform the following duties:
 - a. Pre-audit all receipts and process all authorized claims against the Town before authorizing payment thereof.
 - b. Post-audit all receipts and disbursements.
 - c. Maintain the general financial accounts of the Town and exercise accounting control.
 - d. Prepare financial reports as required by the Manager and Town Council
 - e. Negotiate, upon the authorization of the Manager and Town Council, all loans of whatever term.
 - f. Maintain custody of all insurance policies of the Town.
 - g. Supervise and control the operation of all financial data processing functions and its records.
 - h. Maintain all Town employees' earnings records, including records of all deductions from earnings for retirement, social security, medical/health coverages, savings plans, and any other related materials, and maintain all Town employees payroll action forms, vacation and sick leave records.
 - i. Perform all other related functions as required.

CHAPTER II - MUNICIPAL DEPARTMENTS (Cont'd)

SECTION III FINANCE AND ADMINISTRATION (Cont'd)

B. The Asst. Town Manager/Finance and Administration shall manage.....
(Cont'd)

2. **Assessing Division** - The Assessing Division shall consist of an **Assessor** appointed in accordance with Chapter I, Section IV.A and shall consist of such other professionals and staff appointed in accordance with Chapter I, Section V.A - Department Staffs. The Assessor shall perform the following functions:
 - a. Carry out all the duties relative to taking the inventory and the appraisal of property for taxation, and in regard to the assessment and abatement of taxes and issuing warrants for the collection of taxes, as are now or may hereafter be required by law of Assessors of Towns.
 - b. Prepare all assessment and tax rolls and tax notices as required by law.
 - c. Check all property transfers and maintain all property records.
 - d. Prepare and maintain all assessment record cards, filing systems, and all other records of the department.
 - e. Make regular and frequent checks of the Town to assure all taxable property is being accurately reported.
 - f. Prepare and maintain all tax maps.
 - g. Perform all other related functions as required.

CHAPTER II - MUNICIPAL DEPARTMENTS (Cont'd)

SECTION III FINANCE AND ADMINISTRATION (Cont'd)

B. The Asst. Town Manager/Finance and Administration shall manage.....
(Cont'd)

3. **Town Clerk/Tax Collector** - The Town Clerk/Tax Collector is an elected position pursuant to the Laws of the State of NH, bonded as required by Statute and shall include such clerical staff appointed in accordance with Chapter I, Section V.A - Department Staffs. The Town Clerk/Tax Collector shall perform the following functions:
 - a. Serve as Keeper of the Records of the Town Council and maintain the records of all proceedings of the Town Council and other Boards and Committees as required by State Law.
 - b. Arrange for all elections and maintain all election records, and have custody of all property used in connection therewith.
 - c. Obtain and maintain all statistics on births, marriages and deaths as required by law.
 - d. Notify the Manager, at least thirty (30) days prior thereto of the expiration of terms of all members of boards or commissions.
 - e. File and preserve, as required by State and Federal Law, all contracts, bonds, oaths of office and other documents.
 - f. Issue licenses and permits and collect all fees, as required by statute and ordinance unless otherwise provided, and deposit these collections through the Treasurer.
 - g. Be custodian of the Official Town Seal.
 - h. Keep on file the official copy of the Town Charter, all Ordinances of the Town and maintain a record of all corrections and amendments.
 - i. Perform all duties and exercise all powers incumbent upon or vested in Town Clerks by the laws of the State of New Hampshire.

CHAPTER II - MUNICIPAL DEPARTMENTS (Cont'd)

SECTION III FINANCE AND ADMINISTRATION (Cont'd)

B. The Asst. Town Manager/Finance and Administration shall manage.....
(Cont'd)

4. **Town Clerk/Tax Collector**

j. Perform all Tax Collection responsibilities as vested in Tax Collectors by the laws of the State of New Hampshire and as outlined below:

1. Mail all tax notices
2. Collect all taxes due the Town
3. Maintain proper records pertaining to collection functions.
4. Turn over daily to the Treasurer a record and account for all monies on the date received.
5. Collect permit fees for the registration of motor vehicles, required to be paid under the provisions of New Hampshire Revised Statutes Annotated, 1955, Chapter 260, Section 27, and amendments thereto.
6. Perform all other related functions as required.

5. **Treasury - The Town Treasurer** shall be elected pursuant to the Laws of the State of New Hampshire and bonded as required by Section 20 thereof. The Town Treasurer shall perform the following functions:

- a. Maintain custody of all Town funds, including the recording of the deposit and withdrawal thereof, as required by ordinance and general law.
- b. Carry out the duties as specified by the New Hampshire Revised Statutes Annotated, 1955, Chapter 33, and amendments thereto, relative to Town bonds, notes and records thereof.
- c. Sign all checks, drafts, notes and bonds for the Town.
- d. Record the deposit of all monies daily in the depositories designated by the Town Council.
- e. Perform all other related functions as required.

CHAPTER II - MUNICIPAL DEPARTMENTS (Cont'd)

SECTION III FINANCE AND ADMINISTRATION (Cont'd)

B. The Asst. Town Manager/Finance and Administration shall manage.....
(Cont'd)

6. **General Assistance Division** shall be under the supervision of the Asst. Town Manager/Finance and Administration who is appointed in accordance with Chapter I, Section IV.A and shall consist of such other professionals and staff appointed in accordance with Chapter I, Section V.A - Department Staffs. The General Assistance Division shall perform the following functions:

- a. Plan, budget report and control the Town's Welfare Program
- b. Investigate all requests for relief and authorize such relief aid as may be deemed necessary.
- c. Exercise all powers and perform all duties conferred or imposed by law on overseers of the poor.
- d. Keep full and accurate records of persons fully supported, the persons relieved and partially supported, and the travelers and vagrants lodged at the expense of the Town, together with the amount paid to them for such support and relief, and make such reports to the State Board of Public Welfare as required by law.
- e. Serve on the Ambulance Hardship Committee
- f. Perform all other related functions as required.

6. **Human Resources Division** -The Human Resources Division shall consist of an Asst. Town Manager/Finance and Administration appointed in accordance with Chapter I, Section IV.A and shall consist of such other professionals and staff appointed in accordance with Chapter I, Section V.A - Department Staffs. The Director shall perform the following functions:

- a. New employee orientation
- b. Assistance with collecting data and preparing for collective bargaining negotiations
- c. Management of workplace
- d. Behavior issues, including absenteeism, harassment, substance abuse.

CHAPTER II - MUNICIPAL DEPARTMENTS (Cont'd)

SECTION III FINANCE AND ADMINISTRATION (Cont'd)

B. The Asst. Town Manager/Finance and Administration shall manage.....
(Cont'd)

7. **Human Resources Division (Cont'd.)**

- e. Compliance with state and federal workplace and employment rules and regulations.
- f. Assistance with processing grievances.
- g. Management of individual personnel records, including:
 - 1. Wages and Benefits
 - 2. Personnel Evaluations
 - 3. Personnel Actions
 - 4. Required Testing and Certifications
 - 5. Assistance with employee separation issues
 - 6. Administer recruitment process
 - 7. Assist with meeting mission critical training needs.
 - 8. Meeting safety and security compliance issues.

CHAPTER II - MUNICIPAL DEPARTMENTS (Cont'd)

SECTION IV COMMUNITY DEVELOPMENT DEPARTMENT

- A. The Community **Development Department** shall consist of a Community Development Director appointed in accordance with Chapter I, Section IV.A and shall consist of such other professionals and staff appointed in accordance with Chapter I, Section V.A - Department Staffs.
- B. The Community Development Director shall perform the following functions for the **Planning Division**:
1. Act in the capacity of advisor to the Planning Board.
 2. Investigate, study, report and recommend on all matters relating to land use, zoning, traffic, parking, highways, public facilities, population, community development, subdivisions, parks, playgrounds and other related phases of Town planning.
 3. Revise the Zoning Map as changes are made thereto by Town Ordinance.
 4. Perform all research work which might be assigned by the Manager, Town Council, or Planning Board.
 5. Develop and implement the various elements of the Master Plan and Capital Improvements Plan being used as guides for the development of the Town.
 6. Investigate, study and report on all matters relating to the construction of municipal structures.
 7. Research, review and prepare Zoning Ordinance changes for review by the Planning Board.
 8. Liaison with appropriate state and regional planning entities.
 9. Perform all other related functions as required.

CHAPTER II - MUNICIPAL DEPARTMENTS (Cont'd)

SECTION IV COMMUNITY DEVELOPMENT DEPARTMENT (Cont'd)

- C. The Community Development Director shall perform the following functions for the **Economic Development Division:**
1. Act in the capacity of advisor to the Economic Development Committee and coordinate with the Londonderry Housing and Redevelopment Authority and other regional economic development organizations.
 2. Work to broaden Londonderry's economic base and achieve economic stability through steady growth and quality development, while providing a positive local business climate for innovative, progressive companies.
 3. Provide assistance to new and/or relocating companies
 4. Assist existing businesses in their expansion efforts.
 5. Perform all other related functions as required.
- D. The Community Development Director shall perform the following functions for the Land Conservation Management Division:
1. Responsible for overall conservation land management
 2. Meeting with interested landowners
 3. Maintaining record files on properties, site visits to insure compliance with terms of easements and deeds
 4. Prepare Baseline Documentation on each property
 5. Assist legal counsel and Conservation Commission with securing easements and deeds on conservation properties.
 6. Perform other related functions as required.
- E. The Community Development Director shall perform the following functions for the GIS Division:
1. Responsible for implementation, programming and management of the Geographical Information System
 2. Develop information and reports to assist other town departments, school district, boards and commissions

SECTION IV COMMUNITY DEVELOPMENT DEPARTMENT (Cont'd)

3. Perform other related functions as required.
- F. The Community Development Director shall perform the following functions for the Building/Health/Zoning Division:
1. Appoint a Senior Building Inspector, who shall also serve as Health Officer and Zoning Enforcement Officer.
 2. Appoint such other professionals and staff in accordance with Chapter I, Section V.A - Department Staffs.
 3. The Senior Building Inspector shall perform the following duties:
 - a. Investigate all complaints relating to nuisances that may be brought to his/her attention. He/she shall serve all notices and orders as necessary, and shall enforce all rules and regulations affecting the health and safety of the public.
 - b. Investigate and render assistance in reference to private water supply and septic tanks.
 - c. Investigate all communicable diseases.
 - d. Investigate all sanitary hazards and enforce sanitary laws.
 - e. Issue building permits and inspect construction for compliance with Federal, State and local building laws and codes and the zoning regulations.
 - f. Prepare and maintain records of all permits issued.
 - g. Prepare and maintain all necessary records required by laws of the State of New Hampshire and the Town Ordinances.
 - h. Perform all research work which might be assigned by the Director of Planning & Community Development, Planning Board or the Zoning Board of Adjustment.
 - i. Enforce the Zoning Regulations.
 - j. Perform all other related functions as required.

CHAPTER II - MUNICIPAL DEPARTMENTS (Cont'd)

SECTION-V PUBLIC WORKS DEPARTMENT

- A. The **Department of Public Works**, under the supervision of the Public Works Director, appointed in accordance with Chapter I, Section IV.A and shall consist of the divisions of Highways and Bridges; Environmental Services (Sanitary Sewer/Solid Waste) and Engineering. Each division shall consist of such supervisory, technical, clerical and engineering staff appointed in accordance with Chapter I, Section V.A - Department Staffs.
- B. The division of **Highways and Bridges**, under the supervision of the Director, shall perform the following functions:
1. Construct, maintain and repair all roads, streets, bridges and sidewalks, except where specific projects may be let to contractors.
 2. Remove snow and distribute salt and sand on all highways, streets, bridges, sidewalks and other public ways.
 3. Plant, maintain and remove trees and brush on or affecting Town property, either by Town forces or contractual services.
 4. Prepare and maintain all necessary records pertaining to the highways and bridges division.
 5. Install, maintain and repair all street-name signs, traffic control devices and warning signs in the Town.
 6. Paint, when necessary, all parking, crosswalk, street division and direction lines on the Town's streets, except where specific projects may be let to contractors.
 7. Prepare and maintain all necessary records pertaining to street painting and sign placement.
 8. Perform all other related functions as required.

CHAPTER II - MUNICIPAL DEPARTMENTS (Cont'd)

SECTION V PUBLIC WORKS DEPARTMENT (Cont'd)

- C. The division of **Environmental Services** is under the supervision of the Environmental Engineer, and who shall report to the Public Works Director, shall perform the following functions:
1. Review, approve and inspect public and new private sewer construction proposals.
 2. Plan, design and build the municipal sewer infrastructure.
 3. Repair, maintain and operate the Town's sewer system in accordance with the Sewer Ordinance, State and Federal regulations and intermunicipal agreement, except where specific projects may be let to contractors.
 4. Prepare and maintain all necessary records, drawings, and permits required by State and Federal regulations pertaining to the sewer and sewage disposal facilities.
 5. Administer and enforce the town's Industrial Pretreatment Program in accordance with the Town's National Permit requirements of the Department of Environmental Services. (NPDES)
 6. Apply for State/Federal Grants and Loans
 7. Administer the Sewer billing program
 8. Coordinate the collection and removal of all refuse and recyclables, including organizing a bi-annual Household Hazardous Waste Collection Day.
 9. Prepare and maintain all necessary records pertaining to the refuse/recycling collection, marketing and disposal division.

CHAPTER II - MUNICIPAL DEPARTMENTS (Cont'd)

SECTION V PUBLIC WORKS DEPARTMENT (Cont'd)

- C. The division of **Environmental Services** (Cont'd)
10. Develop, maintain and care for the Municipal Recycling Drop Off Center and (Do-It Yourself) DIY Used Oil Collection facility.
 11. Maintain and promote the Master Recyclers' Training and Program
 12. Manage, maintain and supervise renewal of Town contracts for collection of refuse and recyclables.
 13. Promote recycling and the solid waste program through education in the schools and businesses
 14. Perform all other related functions as required.
- D. The division of **Engineering** is under the supervision of the Town Engineer, who shall report to the Public Works Director, shall perform the following functions:
1. Investigate, study, report and recommend on all matters relating to land use, zoning, traffic, parking, highways, public facilities, population, community development, subdivisions, parks, playgrounds and other related phases of Town planning.
 2. Review all subdivision/site plans as presented and make recommendations as required to developers and the Planning Board.
 3. Conduct final inspections on subdivisions, including utilities and signs installations, drainage swales, sidewalks and driveways.
 4. Perform all other related functions as required.

CHAPTER II - MUNICIPAL DEPARTMENTS (Cont'd)

SECTION VI PUBLIC SAFETY DEPARTMENTS

- A. The **Fire and Rescue Department** shall be under the supervision of a Fire Chief appointed in accordance with Chapter I, Section IV.A and shall consist of such other professionals and staff appointed in accordance with Chapter I, Section V.A - Department Staffs.
- B. The **Fire and Rescue Department** shall perform the following functions:
1. Extinguish fires.
 2. Provide rescue services
 3. Provide emergency medical services
 4. Enforce all applicable State laws, administrative rules, and State and local codes.
 5. Hazardous materials incident mitigation.
 6. Prepare and maintain all records as required.
 7. Issue required permits.
 8. Plan and carry out a training program of instruction for all regular and call personnel.
 9. Cooperate with surrounding communities through mutual aid agreements
 10. Provide public education in fire safety and related subjects.
 11. Perform all other related functions as required.

CHAPTER II - MUNICIPAL DEPARTMENTS (Cont'd)

SECTION VI PUBLIC SAFETY DEPARTMENTS (Cont'd)

- A. The **Police Department**, under the supervision of the Chief of Police, appointed in accordance with Chapter I, Section IV.A who shall exercise the power conferred upon Police Chiefs by the Laws of the State of New Hampshire, and which department shall consist of such officers and staff appointed in accordance with Chapter I, Section V.A - Department Staffs.
- B. The Police Department shall perform the following functions:
1. Enforce the laws and ordinances of the State of New Hampshire and the Town of Londonderry.
 2. Investigate crimes and maintain peace and order.
 3. Protect lives and property
 4. Prosecute all violations of the law within its jurisdiction.
 5. Promote public awareness and education in alcohol, drug abuse, crime prevention, domestic violence prevention and other areas of public concern.
 6. Prepare and maintain all necessary records pertaining to the Police Department.
 7. Enforce the licensing laws and other statutes, ordinances and regulations pertaining to domestic animals.
 8. Perform all other related functions as required.

CHAPTER II - MUNICIPAL DEPARTMENTS (Cont'd)

SECTION VIII - LEACH LIBRARY

Library Division - The Library Division shall consist of the **Librarian** and professional and clerical staff, and shall consist of the subdivisions of Cataloging, Reference, Circulation, Young People and Children. The Librarian and other Library staff shall be nominated and approved by the **Library Trustees** and shall perform the following functions:

- a. Select and procure books, magazines, periodicals and other materials for use by residents.
- b. Catalog, classify and circulate for home use all such material.
- c. Provide a reference service for answering requests for specific information.
- d. Promote the availability of the library material to stimulate a wider general interest in its use.
- e. Promote special reading services for children and young people to aid in the development of desirable reading habits.
- f. Prepare and maintain all records pertaining to the Library Department.
- g. Coordinate with School District for provision of Library Services.
- h. Perform all other related functions as required.

~~End of Section~~



Town of Londonderry, New Hampshire
268B Mammoth Road • Londonderry, NH 03053
(603) 432-1100 • londonderrynh.gov

Town Council Meeting – Agenda Item Coversheet

Meeting Date: 1/12/2026
Submitted By: AC Philip LeBlanc
Department: Fire Department

Contact Information:
pleblanc@londonderrynhfire.gov
Estimated Discussion Time 5 Minutes
Agenda Item Number: TC OFFICE USE

Agenda Item Title: Discuss and set a public hearing on Ordinance 2026-08, amending the Ambulance Fee Schedule pursuant to NH RSA 420-J.

Background and Purpose: To meet new legal requirements created by NH SB 245 (2025) so the Town is eligible to bill private insurance up to 3.25 times the effective Medicare rates for Ambulance Services.

- The Town of Londonderry does not have any contracts with private insurance companies for ground ambulance reimbursement and are therefore considered “out of network”.
- Without action, due to 2025 legislation, as of January 1, 2026 the Town will only be eligible for reimbursement at the Medicare rate when billing private insurance.
- The Town can enter the statewide Standard Ground Ambulance Provider Contract OR negotiate contracts with insurance providers to charge more than the Medicare rate.

The Town is entering the statewide Standard Ground Ambulance Provider Contract with the insurance companies listed below per RSA 420-J:23-24.

Insurance companies:

- | | |
|---|---|
| <input type="radio"/> Anthem/Matthew Thornton | <input type="radio"/> Harvard Pilgrim Health Care |
| <input type="radio"/> Centene/Celtic | <input type="radio"/> United Healthcare |
| <input type="radio"/> Cigna | <input type="radio"/> Wellsense Health Plan |

- The Town will be able to bill up to 3.25 times Medicare rate as of the day of service.
- These contracts will remain in effect from January 1, 2026 through December 31, 2027.
- A new rate will be established at the conclusion of New Hampshire’s Insurance Department’s two-year study and will take effect January 1, 2028.
- Under RSA 420-J:20-25, ground ambulance providers may no longer bill transported person or responsible parties for a remaining balance in excess of the negotiated amount (3.25 time the Medicare rate) after collecting payment from the insurer and any required cost sharing from the insured.

Current Billing Rate Comparison

BILLING CATEGORY	Londonderry	2025 Medicare	2025 Medicare * 3.25
Basic Life Support (BLS)	\$318.23	\$277.68	\$902.46
BLS Emergency	\$509.17	\$444.28	\$1443.91
Advanced Life Support (ALS)	\$381.88	\$333.21	\$1082.93
ALS Emergency	\$604.63	\$527.58	\$1714.64
Advanced Life Support 2	\$875.13	\$763.61	\$2481.73
Mileage (per mile)	\$9.93	\$9.15	\$29.74

Action:

1. Receive a presentation on the new ambulance billing legislation and discuss the impact on Londonderry EMS.
2. Schedule a public hearing under RSA 41:9-a to consider adjusting the Londonderry EMS billing rates to 3.25 times the Medicare rate.

Proposed Motion: *MOVED, that the Londonderry Town Council hereby schedules a public hearing for January 19, 2026, at 7 PM at the Londonderry Town Hall to hear public input and pass Ordinance 2026-08 amending Title IV, Chapter XXV Ambulance Fee Schedule.*

Attachments: Ordinance 2026-08; State of NH Q&A on SB 245; current version of Title IV Chapter XXV Ambulance Fee Schedule; new version of Title IV Chapter XXV

CHAPTER XV - AMBULANCE FEE SCHEDULE

SECTION I PURPOSE

This fee schedule is adopted pursuant to the authority granted to the Town Council by the Town Meeting on March 12, 1996. This fee schedule applies to all transported users or responsible parties charged at a consistent rate as currently in effect per the Ambulance Fee Schedule as adopted by the Town Council pursuant to RSA 420-J:8.

SECTION II SCOPE

This policy is applicable to all users or responsible parties, regardless of the existence of third-party insurance coverage, except as provided below:

- A. Town employees injured while in the performance of their regularly assigned duties.
- B. Mutual aid community Fire Department employees injured in the line of duty.

SECTION III PROCEDURES

- A. All patients that are transported by the Londonderry Fire Department ambulance shall be billed for the service at a rate of 3.25 times the Medicare rate in effect on the date of service.
- B. Whenever possible, the Town's ambulance billing service and/or Fire Department staff shall obtain insurance information from the patient and shall submit a bill directly to the insurance company.
- C. The Town shall accept assignment of all balances due from the insurance companies.
- D. The Town shall accept assignment from Medicare and Medicaid as full payment for services rendered.
- E. After receiving payment from third-party insurers, the Town's billing service shall bill the patient for any copayment, coinsurance, deductible, and other cost sharing amounts that the carrier requires the covered individual to pay subject to RSA 420-J:21, IV and V.
- F. If a patient is financially unable to pay their ambulance bill, they may submit a hardship request through the Town's Finance Department. The Finance Department shall have a standard process to evaluate requests that are approved by the Town Manager. The evaluation will include a review of the family income and expenses. The evaluation will conclude with one of the following recommendations: the

patient can financially pay the bill, the patient can financially pay a reduced bill, or that the patient cannot financially afford to pay the bill, and it should be written off. If the recommendation is to fully or partially write off an account balance the Finance Department shall submit a write-off request to the Town Manager. If approved by the Town Manager, the Finance Department shall inform the Town's billing company. Accounts that are written off for financial hardships shall be written off completely and not forwarded to a Collection Agency. A patient may appeal the findings to the Town Council.

- G. At 180 days past due, an account will be evaluated for transfer to a collection agency at the discretion and direction of the Finance Department.
- H. Payment plans may be established to pay off the balance in an acceptable amount of time at any point, as determined by the Town Manager, or designee.

~~End of Chapter~~

REVISED	DATE
Resolution 2001-01	02/26/2001
Ordinance 2007-09	10/15/2007
Ordinance 2013-04	07/15/2013
Ordinance 2025-09	09/15/2025
Ordinance 2026-08	01/19/2026

CHAPTER XV - AMBULANCE FEE SCHEDULE

SECTION I PURPOSE

- A. To establish a process for adjusting charges made for ambulance services and a procedure for collecting fees due the Town.

SECTION II ANNUAL REVIEW

- A. The Fire Department shall:
 - 1. Pursuant to Resolution 2004-18, review the Ambulance Fee Schedule annually and make recommendations for adjustments to a level equal to 140% of rates allowed by Medicare, to the Town Manager.
 - 2. Shall exhaust all means available to obtain accurate and complete patient information and data which would assist with the timely billing and collection of fees due.
 - 3. Adjust billing errors with written notification to the billing company and the Finance Department noting the reason for the adjustment.
 - 4. Accept Medicare and Medicaid assignments as full payment for services rendered.

SECTION III DELINQUENT ACCOUNTS

- A. Patients and/or the responsible parties, who fail to respond to billing notices within 180 days of the original bill date, may have their delinquent accounts reported to the credit bureau, and further may be subject to collection by a collection agency at the discretion and direction of the Finance Department.

SECTION IV HARDSHIP ABATEMENTS

- A. The Finance and Administration Department is hereby authorized to review and make determinations on hardship abatement requests.

CHAPTER XV - AMBULANCE FEE SCHEDULE (Cont'd.)

SECTION V FEES

Mileage	\$9.93
ALS 1.....	\$381.88
ALS 1 Emergency	\$604.63
BLS.....	\$318.23
BLS Emergency.....	\$509.17
ALS 2.....	\$875.13

Additional Billing Items

Oxygen	\$75.00
IV Service Drugs	\$150.00
Expendable Supplies	\$50.00
Defibrillation	\$150.00
Cardiac Monitor.....	\$150.00
Airway	\$140.00
Immobilization	\$75.00

~~End of Chapter~~

REVISED	DATE
Resolution 2001-01	02/26/2001
Ordinance 2007-09	10/15/2007
Ordinance 2013-04	07/15/2013
Ordinance 2025-09	09/15/2025



The State of New Hampshire Insurance Department

21 South Fruit Street, Suite 14
Concord, NH 03301

David J. Bettencourt
Commissioner

Keith E. Nyhan
Deputy Commissioner

What is SB 245 all about?

SB 245 is a new law in New Hampshire that:

- **Stops surprise ambulance bills** (also called balance billing) starting **January 1, 2026**.
- **Helps ambulance providers get better pay** by offering higher reimbursement rates if they join insurance networks.
- **Creates a fair system** where providers can get paid based on their actual costs.

What's the trade-off?

- **No more balance billing:** You can't bill patients for the unpaid portion after insurance pays.
- **In return:** If you join a network using the **Standard Contract**, you'll get:
 - **3.25x Medicare rates** from Jan 1, 2026 to Dec 31, 2027.
 - A **cost-based rate** starting Jan 1, 2028, based on a statewide study of ambulance costs.

Do I have to cancel my current contract?

No. If you already have a contract with a health insurance company, it stays in place unless you decide to change it. You can:

- Keep your current contract.
- Switch to the Standard Contract if it offers better terms.
- Negotiate a new contract with different terms.

How do I start the process to get the Standard Contract?

1. **Fill out one online form** (called the Standard Contract Application Form).

2. **Submit it online** — it goes to all the carriers you select and to the Insurance Department.
 3. Once submitted, you become an **“Enrolling Provider”** and may qualify for the 3.25× Medicare rate while you finalize the contract.
-

When does the Standard Contract take effect?

It starts on the **date both you and the carrier sign it**. If you’re still in the process but have submitted the form and are working in good faith, you can still get the 3.25× rate during the transition period.

What does “Enrolling Provider” mean?

You’re considered an Enrolling Provider if:

- You submitted the application form.
- You’re actively working with the carrier to complete the contract.

⚠ If you stop responding for **60+ days**, you lose that status and can’t reapply for **180 days**.

How will carriers know my status?

The NH Insurance Department will keep a **public online Registry** showing:

- Who is an Enrolling Provider
- Who has signed a contract
- Who is out-of-network
- Who hasn’t cooperated with the cost study

Carriers will use this to determine how much to pay you.

Can I negotiate different contract terms?

Yes. You can:

- Accept the Standard Contract as-is.
- Negotiate different rates or terms.
- But the Standard Contract must always be available as a fallback.

What types of insurance does SB 245 apply to?

✔ Applies to:

- Fully insured commercial health plans regulated by NH

✘ Does NOT apply to:

- Medicare or Medicare Advantage
- Medicaid or CHIP
- Tricare
- Out-of-state plans
- Self-funded employer plans (unless the carrier chooses to apply the Standard Contract)

What if I'm a small or rural ambulance provider?

SB 245 makes it easier for you:

- One standard contract for all carriers
- One online form to start the process
- Carriers must accept any qualified provider who agrees to the terms (this is called the **"any willing provider"** rule)

What about billing codes not in the Medicare fee schedule?

It depends on your contract:

- **No contract:** You can bill for non-Medicare codes, and the carrier will pay based on their policy.
- **Standard Contract:** You can't bill separately for those codes — the 3.25× rate is meant to cover them.
- **Negotiated contract:** You can include those codes if both sides agree.

What if I'm part of a hospital-based ambulance service?

You have options:

1. **Terminate your current contract**, then apply for the Standard Contract.
 2. **Wait until the Standard Contract is ready**, then let it replace the old one.
 3. **Embed the Standard Contract** into your hospital's existing agreement.
-

What happens if a patient is balance billed after Jan 1, 2026?

They should contact the **NH Department of Justice – Consumer Protection Bureau**:

- Phone: (603) 271-2110
 - Online: Consumer Protection Hotline
-

How long does the 3.25× Medicare rate last?

From **January 1, 2026 to December 31, 2027**. After that, only providers with a signed contract will get the new cost-based rate.

Does the Standard Contract end after 2027?

No. The contract continues. Only the payment rate changes — from 3.25× Medicare to the new cost-based rate starting **January 1, 2028**.



Town of Londonderry, New Hampshire

268B Mammoth Road • Londonderry, NH 03053

(603) 432-1100 • londonderrynh.gov

ORDINANCE 2026-08

AN AMENDMENT TO THE MUNICIPAL CODE TITLE IV, CHAPTER XXV AMBULANCE FEE SCHEDULE

WHEREAS the Town of Londonderry Fire Department provides ground emergency medical services and is a ground ambulance provider as defined by RSA 420-J:20 ; and

WHEREAS the Town of Londonderry adopted an Ambulance Fee Schedule on June 30, 1997 and periodically revised the rates therein since; and

WHEREAS the State of New Hampshire passed SB 245 on July 31, 2025, adjusting the rate schedule under which health carriers reimburse ground ambulance providers participating in the standard ground ambulance provider contract, allowing participating ground ambulance providers to charge up to 3.25 times the Medicare rate that is current as of the date of service; and

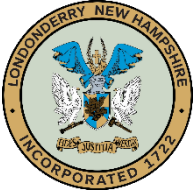
WHEREAS the Town of Londonderry is participating in the standard ground ambulance provider contract and wishes to adjust Title IV Chapter XXV of the Municipal Code, "Ambulance Fee Schedule," to reflect the adjusted rate.

NOW THEREFORE BE IT ORDAINED by the Town Council of the Town of Londonderry that Title IV Chapter XXV is amended as attached hereto, establishing a charge of 3.25 times the Medicare rate that is current as of the date of service for transport by the Londonderry Fire Department ground emergency medical services.

Ron Dunn – Chair
Town Council

Sharon Farrell – Town Clerk

PASSED AND ADOPTED by the Londonderry Town Council this 19th day of January 2026.



Town of Londonderry, New Hampshire
268B Mammoth Road • Londonderry, NH 03053
(603) 432-1100 • londonderrynh.gov

Town Council Meeting – Agenda Item Coversheet

Meeting Date: 1/12/2026
Submitted By: ASD Kirsten Hildonen
Department: Town Manager's Office

Contact Information: khildonen@londonderrynh.gov
Estimated Discussion Time: 10 minutes
Agenda Item Number: TC OFFICE USE

Agenda Item Title: Discuss and consider moving proposed Charter Amendments to the ballot.

Background and Purpose: On October 20, 2025, the Town Council held a public hearing during which the Council approved sending the two proposed charter amendments to the State for review. The NH Attorney General's office has indicated the State of New Hampshire has no objections to the proposed amendments in a letter dated January 8, 2026.

New Hampshire RSA 45-B:5 (I)b reads:

(b) Within 7 days after receiving approval from the secretary of state, the attorney general, and the commissioner of the department of revenue administration under RSA 49-B:4-a, the municipal officers may order the proposed amendment to be placed on a ballot at the next regular municipal election. In the case of municipalities with biennial elections, the municipal officers may order amendments to be placed on the ballot at either the next regular municipal election or at a special municipal election that occurs not less than 60 days after the order.

Therefore, the Council needs to act on the amendments in accordance with RSA 49-B:5 (I)b.

Action: Receive report on approval of proposed charter amendments. Order charter amendments (Article 1 and Article 2) to be placed on the March 10, 2026 ballot.

Proposed Motion: *MOVED that the Londonderry Town Council hereby orders the two proposed charter amendments be placed on the ballot for the March 10, 2026 municipal election.*

Attachments: Legal opinion from Megan Carrier, Esq., Sheehan Phinney, on charter amendments (includes proposed amendments); letter of approval from the New Hampshire Attorney General's office; Order 2026-02

**ATTORNEY GENERAL
DEPARTMENT OF JUSTICE**

1 GRANITE PLACE SOUTH
CONCORD, NEW HAMPSHIRE 03301

JOHN M. FORMELLA
ATTORNEY GENERAL



JAMES T. BOFFETTI
DEPUTY ATTORNEY GENERAL

January 8, 2026

Sharon Farrell, Clerk
Town of Londonerry
268B Mammoth Road
Londonderry, NH 03053

Re: Proposed Charter Amendments

Dear Clerk Farrell:

Pursuant to 49-B:4-a, on behalf of the Town of Londonderry, you submitted proposed charter amendments for review. The proposed amendments were dated November 18, 2025, and received by November 24, 2025.

Following a review, the Attorney General's Office, Secretary of State's Office, and Department of Revenue Administration do not object to the proposed charter amendments.

However, in reviewing the proposed charter amendment, the Secretary of State's Office identified that current charter section 7.6 (proposed to be renumbered as section 6.04(c)), does not appear to conform to current State law. RSA 49-D:3, I(e) authorizes a town charter to include "citizen power of initiative, referendum, and recall as described in RSA 49-C." (Emphasis added.) Although RSA chapter 49-C includes initiative and referendum procedures, the statute does not provide any authority include a citizen recall procedure in a charter. In 2005, the Superior Court struck down a recall provision in Seabrook's town charter, ruling that the legislature did not provide towns with the authority to include recall and removal procedures in their charters. See Knowles, et al v Latham, et al, Rockingham Superior Court, Docket No. 2004-E-0361.

I encourage the Town to discuss this apparent conflict with the town's legal counsel.

Sincerely,

A handwritten signature in blue ink, appearing to read "MTB", written over a horizontal line.

Matthew T. Broadhead
Associate Attorney General

cc: Douglas Bruno, Office of the Secretary of State
Lawrence Gagnon, Department of Revenue Administration

SHEEHAN PHINNEY

Megan C. Carrier, Esq.
Direct Dial: 603-627-8103
mcarrier@sheehan.com

Reply to: Manchester Office
1000 Elm Street, 17th Floor
Manchester, NH 03101

VIA EMAIL ONLY (smulholland@londonderrynh.gov; khildonen@londonderrynh.gov)

November 5, 2025

Shaun Mulholland, Town Manager
Kirsten Hildonen, Administrative Support Coordinator
Town of Londonderry, New Hampshire
268B Mammoth Road
Londonderry, NH 03053

Re: Proposed Londonderry Town Charter Amendment

Dear Shaun and Kirsten:

This letter responds to the Londonderry's request for an opinion regarding whether two proposed amendments to the Londonderry Town Charter (together, the "Amendments"), both of which are described in more detail in Exhibit A hereto, comply with New Hampshire law. For the reasons that follow, it is my opinion that both of the Amendments are compliant with state law.

Proposed Amendment I: Eliminate Outdated Transition Information

Proposed Amendment I would remove Section 3.11, Section 8.5, and Article 10 of the existing Town Charter. Those provisions provide as follows:

Section 3.11

Existing Ordinances

All by-laws, ordinances, rules, restrictions and regulations of the Town of Londonderry which are in effect as of the date of adoption of the Charter, and not inconsistent with this Charter,

shall remain in effect after the adoption of this Charter until they expire by their terms or are repealed, modified or amended by the Council.

Section 8.5

Authentication of Charter

- A. *Upon adoption, the official Charter, duly authenticated by affixing the signatures of all members of the Charter Commission and the Board of Selectmen, the Clerk and affixing the Town Seal, shall be filed with the Clerk and remain in the Clerk's office as the official Charter of the Town of Londonderry. At its first meeting, the Council shall affirm the validity of the Town Charter.*

Article 10

Section 10.1. Continuation of Government

All members of Town agencies, except for those abolished by this Charter, shall continue to perform their duties until reappointed, reelected, or until successors to their respective positions are duly appointed or elected or their duties have been transferred. The Council shall take whatever measures are necessary to effectuate an orderly transition and shall take whatever actions are necessary to enable such transitions in office to comply with the provisions of this Charter.

Section 10.2. Continuation and Compensation of Personnel

- A. *Until expressly changed after the effective date of this Charter, the compensation of all officers, department heads and employees of the Town shall be the same as that in effect on July 1, 1996.*
- B. *Any person holding an office or position in the administrative service of the Town, or any person serving in the employment of the Town shall retain such office or position and shall continue to perform his duties until provisions shall have been made in accordance with the Charter for the performance of the said duties by another person or agency; provided, however, that no person in the permanent full time service or employment of the Town shall forfeit his pay grade or time in service. All such persons shall be retained in a capacity as similar to their former capacity as is practical.*

Section 10.3. Transfer of Records and Property

All records, property, and equipment of any Town agency, the powers and duties of which are assigned in whole or part to another Town agency, shall be transferred forthwith to the Town agency to which such powers and duties are assigned.

Section 10.4. Effect on Obligations, Taxes and Other Legal Acts

All official bonds, recognizance, obligations, contracts and other instruments entered into or executed by or to the Town before its adoption of the Charter, all taxes, special assessments, fines, penalties, forfeitures incurred or imposed, due or owing to the Town, shall be enforced and collected, and all writs, prosecutions, actions and causes of action, except as herein otherwise provided, shall continue without abatement and remain unaffected by the Charter; and no legal act done by or in favor of the Town shall be rendered invalid by the adoption of the Charter.

Section 10.5. Effective Date and Interim Budget

A. This Charter shall take effect July 1, 1996. Prior to that date, the Selectmen shall prepare for the transition to the new form of government.

Section 10.6. Abolition of Elected Boards and Officials

The following Town agencies shall be abolished effective on the dates listed herein:

- A. The Board of Selectmen, June 30, 1996;*
- B. Sewer Commission, June 30, 1996;*
- C. Elected Town Auditors, June 30, 1996.*

Section 10.7. Council, Town Clerk Tax Collector and Moderator

- A. Those Selectmen whose terms have not expired as of June 30, 1996 shall continue in office as Councilors until the expiration of their terms and until their successors are elected and qualified.*
- B. The persons holding the following offices as of June 30, 1996 shall continue in those offices until the expiration of their terms and their successors are elected and qualified: Moderator, Treasurer, Clerk-Tax Collector, Supervisors of the Checklist and Trustees of the Trust Fund.*

Section 10.8. Other Committees

- A. *A person presently serving in an office or position, who would be prohibited from holding that office or position by any provision of this Charter, may resign said position or office, or shall continue in said office or position until the expiration of his/her term.*

Section 10.9. First Election

All election officers holding office prior to and at the time of the first election held under this Charter shall conduct such election and shall have all the powers granted to them under State Law for such purposes and shall have all the powers that are granted to their successors under this Charter which are necessary to conduct properly such first election.

Each of the provisions that Proposed Amendment I would eliminate were intended to provide for the efficient and timely transition from the traditional Town Meeting form of government to the Town Council/Town Manager form of government with a budgetary town meeting. This transition took place on July 1, 1996, and the transitional language is no longer needed or relevant to any ongoing business of the Town.

Transitional provisions like Section 3.11, Section 8.5, and Article 10 of the Town Charter are permissible pursuant to RSA 49-D:5, which provides in full as follows:

Any charter adopted pursuant to this chapter **may** provide for the efficient and timely transition to any new form of government including, but not limited to, the holding of any necessary special elections, the phasing in of any aspect of the new form of government, expenditure authority during any transition and the integration of the remaining terms of office of any existing municipal officers as part of any new elected body established by the charter.

See RSA 49-D:5 (emphasis supplied). The legislature’s decision to incorporate the permissive term “may,” as opposed to the mandatory term “shall,” demonstrates that inclusion of transitional terms like those described in the statute are permissible, but not required. No state statute or other applicable authority supports the conclusion that transitional language is required or, once incorporated, must remain indefinitely. Accordingly, it is my opinion that Amendment I is compliant with state law.

Proposed Amendment II: New Charter Taxonomy

Proposed Amendment II would modify the current taxonomy of the Town Charter in accordance with guidance provided in the National Civic League Model City Charter (9th Edition, 2021). Amendment II does not modify the Town Charter in any substantive way, but rather reformats it

November 5, 2025

Page 5

with a new numbering system. Amendment II does not add content, rephrase any language in the existing Town Charter, or correct any errors in spelling or grammar.

No New Hampshire law or other binding authority sets forth specific requirements with respect to the taxonomy utilized in a Town Charter. Rather, municipalities have the authority to utilize any numbering system and organizational structure they deem appropriate, provided that it is sufficiently clear and accessible to comply with RSA 91-A's mandate requiring access to all government records. The taxonomy proposed pursuant to Amendment II is clear, organized, accessible, and recommended by a well-respected third-party organization—the National Civic League. For all of these reasons, it is my opinion that Amendment II is compliant with state law.

Sincerely,

/s/ Megan C. Carrier

Megan C. Carrier



Town of Londonderry, New Hampshire
268B Mammoth Road • Londonderry, NH 03053
(603) 432-1100 • londonderrynh.gov

Town Council Meeting – Agenda Item Coversheet

Meeting Date: 10/6/2025
Submitted By: ASC Kirsten Hildonen
Department: Town Manager's Office

Contact Information: khildonen@londonderrynh.gov
Estimated Discussion Time: 10 Minutes
Agenda Item Number: E.3

Agenda Item Title: Present, Discuss and Set a Public Hearing on October 20, 2025 on Proposed Town Charter Amendments 1) Eliminating Outdated Transition Information (Section 3.11, Section 8.5, and Article 10) and 2) Adjusting the Charter Taxonomy

Background and Purpose: The Town of Londonderry adopted a Charter through the authority of NH RSA Chapter 49-B: Home Rule-Municipal Charters in 1996. Since its original effective date of July 1, 1997, the Charter has been amended eight (8) times, most recently in 2020. The process to amend the Town Charter is detailed in Chapter I, Article 8, Section 8.6 and the statutory authority to amend the Town Charter is detailed in NH RSA 49-B:5 Charter Amendments, Procedures. Like all governing documents, the Town Charter should be reviewed to ensure the provisions therein are still relevant, comply with updated laws and current court decisions, and meet the changing needs of our community. As part of that review process, the Town Manager's office is proposing two (2) Town Charter amendments be placed on the ballot at the Town Election to be held on March 10, 2026. The proposed amendments are as follows:

Charter Amendment I – Eliminate Outdated Transition Information

Section 3.11, Section 8.5, and the entirety of Article 10 describe the transition provisions that were necessary to have when the Town Charter was created in 1996, because Londonderry revised its form of government from a traditional Town meeting municipality to a Town Council / Town Manager municipality with a Budgetary Town Meeting. Because this transition happened 28 years ago, it is no longer necessary to have these provisions contained in the Charter. Removing the outdated information will make the Charter more streamlined and relevant.

Charter Amendment II – New Charter Taxonomy

The current taxonomy of the Town Charter is based upon guidance for charter organization from the 1980s and does not reflect best practices on how municipal charters and codes are now organized. The new organization is based upon the guidance provided in the National Civic League Model City Charter (9th edition, 2021). It is important to note that this reorganization does not change any of the powers or authority of any official, body, or agency of the Town but rather reformats the Charter with a new number system that will also be used on the Municipal Code during the upcoming recodification. All content now in the Town Charter (with the exception of the sections removed by the prior amendment) remains in the Charter. No new content has been added, no rephrasing has occurred, and no errors in spelling or grammar have been altered. The only textual changes that have been made are to punctuation and references related to the taxonomy of the Charter and all such changes are indicated in **red**.

Action: Receive a presentation on the proposed Charter amendments. Discuss and ask questions. Schedule a public hearing on Monday, October 20, 2025.

Proposed Motion: No vote needed. A motion will be provided for the public hearing.

Attachments: Current Town Charter with redlines for Amendment I and new sections notated for Amendment II; clean copy of amended Town Charter with new taxonomy; NH RSA 49-B:5

CHARTER
of the
Town of Londonderry,
New Hampshire

Adopted by Town Meeting, March 12, 1996
Effective July 1, 1996

Revised by Town Meeting Vote April 14, 1998
Revised by Town Meeting Vote March 14, 2000
Revised by Town Meeting Vote March 11, 2003
Revised by Town Meeting Vote, March 9, 2004
Revised by Town Meeting Vote, March 8, 2005
Revised by Town Meeting Vote, March 8, 2011
Revised by Town Meeting Vote, March 10, 2020

Charter Commission:

William J. Foley, Chairman
Cynthia Rice-Conley, V. Chairman
Edward D. Brueggemann, Secretary
Robert E. Carr
Perry P. Craver, Jr.
Kenneth J. Hajjar
Betsy McKinney
Mark Oswald
Arthur E. Rugg

CHARTER CHANGES ADOPTED

No.	Description	Town Council Adopted	Town Meeting Approved
98-01	Charter Amendment (Section 5.4)	02/09/98	04/14/98
98-02	Charter Amendment (Section 9.1a)	01/26/98	04/14/98
98-03	Charter Amendment (Section 3.5c)	01/26/98	04/14/98
98-04	Charter Amendment (Section 5.5a)	02/26/98	04/14/98
00-01	Charter Amendment (Section 3.4)	02/07/00	03/14/00
01-02	Charter Amendment (Section 6.1)	Indef. Postponed	
02-20	Charter Amendment (Section 3.1.A and B)	12/02/02	03/11/03
02-21	Charter Amendment (Delete Section 10.8A)	12/02/02	03/11/03
02-22	Charter Amendment (Section 9.1.A)	12/02/02 – Reconsidered/ Denied 01/06/03	
03-17	Charter Amendment (Section 5.4.E)	01/12/04	03/09/04
03-25	Charter Amendment (Section 3.3.D)	01/12/04	03/09/04
04-20	Charter Amendment (Section 5.5)	12/20/04	03/08/05
10-23	Charter Amendment (Section 5.3, 5.4.B, C, D, E, F, G, H and I)	11/15/10	03/08/11
20-02	Charter Amendment (Section 5.4 D)	12/23/19	03/10/20

Chapter I - Town Charter
Table of Contents

Article 1 Incorporation: Town Form of Government: Power
 Section 1.1 Incorporation
 Section 1.2 Town Form of Government..... 1
 Section 1.3 Construction 1
 Section 1.4 Intergovernmental Relations 1

Article 2 Elections: Election Officials: Conduct of Elections..... 2
 Section 2.1 Composition of Board of Election Officers 2
 Section 2.2 Moderator 2
 Section 2.3 Supervisors of the Checklist..... 2
 Section 2.4 Town Clerk..... 2
 Section 2.5 Conduct of Elections 3
 Section 2.6 Preparation of Ballots..... 3
 Section 2.7 Preservation of Ballots 3
 Section 2.8 Contested Elections 3
 Section 2.9 Display of Local Campaign Materials..... 4

Article 3 Town Council..... 5
 Section 3.1 Membership: Term of Office (*Rev. TM 3/11/03*)..... 5
 Section 3.2 Organization Meeting..... 5
 Section 3.3 Qualifications of Councilors (*Rev. TM 3/09/04*)..... 5-6
 Section 3.4 Vacancies (*Rev. TM 3/14/00*)..... 6
 Section 3.5 Compensation, Expenses (*Rev. TM 4/4/98*) 6
 Section 3.6 Exercise of Powers: Meetings - Rules of Procedures..... 7
 Section 3.7 Ordinances..... 8
 Section 3.8 Emergency Ordinances..... 9
 Section 3.9 Emergency Expenditures..... 9
 Section 3.10 Codification of Ordinances 9
 Section 3.11 Existing Ordinances 9
 Section 3.12 Powers and Duties..... 10
 Section 3.13 Delegation of Powers 10
 Section 3.14 Inquiries and Investigations..... 10
 Section 3.15 Board Procedures 10

Chapter I - Town Charter
Table of Contents

Article 4 Administration of Government
 Section 4.1 Town Manager 11
 Section 4.2 Qualifications 11

Section 4.3 Performance Review of the Manager.....	11
Section 4.4 Reprimand or Removal from Office	11
Section 4.5 Acting Town Manager	12
Section 4.6 Powers and Duties of the Manager	12 - 13
Section 4.7 Appointment of Dept. Heads, Suspension, Appeal.....	14
Section 4.8 Non Interference with Town Administration	14
Section 4.9 Departments	15
Section 4.10 Town Attorney	15
Section 4.11 Fiscal Affairs: Treasurer, Audit	15

Article 5 Finance

Section 5.1 Fiscal Year.....	16
Section 5.2 Budget Procedure	16
Section 5.3 Budget Hearings (<i>Rev. TM 3/8/11</i>).....	16
Section 5.4 Final Date for Budget Adoption (<i>Rev. TM 4/4/98, 3/9/04,</i> <i>3/8/11, 3/10/20</i>).....	16-18
Section 5.5 Capital Improvements Plan (<i>Rev. TM 4/4/98 and TM 3/08/05</i>).....	19
Section 5.6 Lapse of Appropriations	20
Section 5.7 Treasurer.....	21
Section 5.8 Advisory Budget Committee.....	21

Article 6 Conduct of Officials

Section 6.1 Conditions for Holding Office	22
Section 6.2 Conflicts of Interest.....	22
Section 6.3 Disqualification From Decision-Making Process	22-23
Section 6.4 Private Use of Town Property and Personnel	23
Section 6.5 Acceptance of Gifts and Gratuities	23
Section 6.6 Disposition of Fees.....	23
Section 6.7 Misuse of Information.....	23

Article 7 Citizen Concerns: Initiative Petition: Referendum Recall

Section 7.1 Initiative Petitions	24-25
Section 7.2 Referendum Petitions	25
Section 7.3 Petitions and Budgetary Town Meeting.....	26
Section 7.4 Submission of Proposed Measure to Voters	26
Section 7.5 Measures with Conflicting Provisions	26
Section 7.6 Recall of Officeholders	26-27

Article 8 General Provisions

Section 8.1 Certificate of Election and Appointment.....	28
Section 8.2 Term Commencement: Notice of Election or Appt.	28
Section 8.3 Specific Provisions to Prevail	28

Section 8.4 Severability.....	28
Section 8.5 Authentication of Charter.....	28
Section 8.6 Charter Amendments.....	29
Section 8.7 Violations and Penalties.....	29
Section 8.8 Rules and Regulations.....	29
Section 8.9 Reorganization Plans.....	29
Section 8.10 Proposed Reorganization Plans/Manager.....	29
Section 8.11 Indemnification of Town Officers/Boards/Employees.....	30
Section 8.12 Prohibition.....	30
Section 8.13 Procedures.....	30-31
Section 8.14 Land Use Ordinances.....	31
Article 9	Administrative and Judicial Boards
Section 9.1 Administrative Committees (<i>Rev. TM 4/4/98</i>).....	32
Section 9.2 Judicial Board.....	32
Section 9.3 Vacancies in Elected Office.....	32
Section 9.4 Vacancies in Appointed Office.....	33
Section 9.5 Committee Review.....	33
Article 10	Transitional Provisions
Section 10.1 Continuation of Gov't.....	34
Section 10.2 Continuation and Compensation of Personnel.....	34
Section 10.3 Transfer of Records and Property.....	34
Section 10.4 Effects on Obligations, Taxes and Other Legal Acts.....	34
Section 10.5 Effective Date and Interim Budget.....	35
Section 10.6 Abolition of Elected Boards/Officials.....	35
Section 10.7 Council, Town Clerk Tax Collector and Moderator.....	35
Section 10.8 Other Committees (<i>Rev. TM 3/11/03</i>).....	35
Section 10.9 First Election.....	35

Chapter I - Town Charter

ARTICLE 1 - Incorporation: Town Form of Government: Power

Section 1.1. Incorporation

The inhabitants of the Town of Londonderry shall continue to be a body politic and corporate under the name of the "Town of Londonderry" and as such to enjoy all the rights, immunities, powers and privileges and be subject to all the duties and liabilities now appertaining to or incumbent upon them as a municipal corporation. All existing property of the Town shall remain vested in it, and all its existing debts and obligations shall remain obligatory upon it under this Charter. **PREAMBLE**

Section 1.2. Town Form of Government

The administration of the fiscal, prudential, municipal and other affairs of the Town, with the governance thereof, shall be vested in a Town Council, shall be directed by a Town Manager, and shall consist of the various departments of the Town as established by this Charter and from time to time by the Town Council. Except as expressly authorized by this Charter, no Councilor shall participate in the conduct of the administrative affairs of the Town. **§1.01**

Section 1.3. Construction

The powers of the municipality under this Charter are to be construed liberally in favor of the Town, and the specific mention of particular powers is not intended to limit in any way the general powers of the municipality as stated in Sec. 1.1. **§1.02**

Section 1.4. Intergovernmental Relations

Subject only to express limitations in the provisions of the New Hampshire Statutes, the Town may exercise any of its powers or perform any of its functions under this Charter and may participate in the financing thereof, jointly or in cooperation, by contract or otherwise, with the State of New Hampshire, or any political subdivision or agency thereof, or the United States of America or any agency thereof. **§1.03**

Chapter I - Town Charter (Cont'd)

ARTICLE 2 - Elections: Election Officials: Conduct of Elections

Section 2.1. Composition of Board of Election Officers

The Supervisors of the Checklist, the Moderator and the Town Clerk shall constitute the Board of Election Officers. The Moderator shall be Chair. The Town Clerk shall serve as the Clerk of the Board. **§6.01(c)(4)**

Section 2.2. Moderator

There shall be a Moderator of the Town who shall have all the powers and duties granted by this Charter and State Law. The Moderator shall be elected on an at large basis to a term of two (2) years at the Town election. Without limitation to the foregoing, for election purposes, the Moderator shall have the power to appoint all election officials except those which must be elected or otherwise appointed. The Moderator shall determine whether all ballots from all polling places are to be counted in one or more locations. Vacancies in the office of moderator shall be filled pursuant to State Law. **§6.01(c)(1)**

Section 2.3. Supervisors of the Checklist

- A. There shall be three (3) Supervisors of the Checklist who shall hold office for six (6) years (and until their successors are elected and qualified) on a staggered basis so that one Supervisor is elected at each odd year Town election.
- B. Vacancies in the Supervisors of the Checklist shall be filled pursuant to State Law. The person so appointed shall hold office until the vacancy for the unexpired term is filled at the next Town election.
- C. The Supervisors shall elect a chair for a term of two (2) years.
- D. The Supervisors of the Checklist shall have such powers and duties as are specified under New Hampshire law. **§6.01(c)(2)**

Section 2.4. Town Clerk

There shall be a Town Clerk who shall have all the powers and duties granted by the Charter and State Law. The Clerk shall be elected on an at-large basis to a term of three (3) years at the Town Election. Vacancies in the office of the Clerk shall be filled pursuant to State Law. **§6.01(c)(3)**

Chapter I - Town Charter (Cont'd)

ARTICLE 2 - Elections: Election Officials: Conduct of Elections (Cont'd)

Section 2.5. Conduct of Elections

- A. The election officers, whose duty it is to conduct regular elections, shall use a Non-Partisan Official Ballot System as detailed in the election laws of the State of New Hampshire, on the second Tuesday in March to choose Councilors and such other officials as specified by this Charter, each of whom shall be elected by the voters of the entire town. **§6.01(a)**
- B. At all Town elections the polls shall be open not less than eleven (11) hours and may be open not earlier than six o'clock in the forenoon of the day of the election, nor later than eight o'clock in the forenoon of the day of the election, nor closed earlier than seven in the evening. The Council shall determine the hours at least thirty (30) days prior to the election. **§6.01(d)**
- C. The election laws of the State of New Hampshire shall govern voter qualifications. **§6.01(b)**
- D. The Council shall specify the polling places of the Town. **§6.02**

Section 2.6. Preparation of Ballots

The Clerk shall prepare separate ballots to be used at all local referenda and at elections at which Town officers are chosen. The ballots shall contain in appropriate sections the names of all candidates, listed in such order as prescribed by State Law, without party designation. Below the list of names of the candidates of each office there shall be as many blank spaces as there are offices to be filled at the election. No titles, military, professional or otherwise, shall accompany the name of any candidate on the ballot. **§6.01(e)**

Section 2.7. Preservation of Ballots

All the ballots cast at each election shall be preserved, maintained and sealed as required by the election laws of the State of New Hampshire. **§6.01(e)**

Section 2.8. Contested Elections shall be resolved in accordance with the State Law

Tied elections for any elected office shall be determined by lot in a manner as decided by the Clerk in the presence of the tied candidates. **§6.01(f)**

Chapter I - Town Charter (Cont'd)

ARTICLE 2 - Elections: Election Officials: Conduct of Elections (Cont'd)

Section 2.9. Display of Local Campaign Materials at Polling Place

Persons as candidates for elected office or as representing or working for a candidate for office or promoting a petition, resolution, referendum or measure on the ballot may not solicit votes, display, exhibit or distribute any campaign materials in violation of local ordinances or state statutes. The Moderator shall exercise the powers under State Law relative to the conduct of elections, distribution of campaign materials and electioneering within the polling place. **§6.06**

Chapter I - Town Charter (Cont'd)

ARTICLE 3 - Town Council

Section 3.1. Membership: Term of Office (*Revised - TM 3/11/03*)

- A. Except as otherwise provided in this Charter, all of the powers of the Town shall be vested in a Town Council (hereafter referred to as the "Council"), of five (5) Councilors. §2.02(c) The Councilors shall be elected from the Town at large for a three (3) year term of office *with staggered terms.* §2.02(b)
- B. All Councilors shall take office *following their election and after being duly sworn at the conclusion of the budgetary Town Meeting,* and shall hold office until their successors are duly elected and qualified. §2.02(b)

Section 3.2. Organization Meeting

- A. The Councilors so chosen shall meet in their capacity as the Council within ten (10) calendar days following their election for the purpose of taking their respective oaths of office, adopting rules and for the transaction of business required by law or ordinance to be transacted in such meeting. §2.12(a)
- B. The Council shall, by the affirmative vote of at least three (3) of its members, at its first regular meeting following each election, choose one of its members Chair for a term of one (1) year. The Council shall choose one of its members Vice Chair, for a term of one (1) year, who shall act in the absence or disability of the Chair. In the event of a vacancy occurring in the office of Chair, the Vice Chair shall serve out the unexpired term. The Chair shall be the official head of the Town for all ceremonial purposes, shall preside at all meetings of the Council and may speak and vote at such meetings. §2.12(b)

Section 3.3. Qualifications of Councilors

- A. Only registered voters who at all times during the term of office are and remain residents of the Town shall be eligible to hold the office of Councilor. To be eligible for election to the office of Councilor a candidate must be of voting age and must have been a resident of the Town for at least thirty (30) days immediately before filing for the election. §2.02(a)
- B. Removal of Councilors
The Council may, on specific charges and after due notice and hearing, at any time remove one of its own members for cause, including but not limited to prolonged absence from or other inattention to duties, crime or misconduct in office, or as specified in this Charter. §2.07(b)

Chapter I - Town Charter (Cont'd)

ARTICLE 3 - Town Council

Section 3.3. Qualifications of Councilors (Cont'd)

C. Incompatible Positions

No Councilor shall, while serving a term, be eligible to hold any other Town position of remuneration nor shall the Councilor transact any business with the Town except pursuant to Article 6 of this Charter.

§2.06(a)

D. Incompatible Offices (*Rev. TM 3/09/04*)

Except as otherwise provided in this Charter, members of the Council shall not hold any ~~office or~~ employment with the Town. Former members of the Council shall not be eligible for appointment as a compensated Town officer or employee until one year after the expiration of their service. **§2.06(a)**

Section 3.4. Vacancies (*Revised - TM 3/14/00*)

Vacancies occurring in the office of Councilor at any time shall be filled, by appointment, until the next regular election, by the Council at its next regular meeting by majority vote of the Councilors, *provided, however, that, if the vacancy occurs fewer than ninety (90) days prior to the next regular election, the vacancy shall not be filled by appointment, but shall be filled at the next regular election.* **§2.07(c)**

Section 3.5. Compensation, Expenses (*Revised - TM 4/04/98 to delete "C"*)

The Council shall establish an annual salary and expense allowance for its members, subject to the following:

A. No Increase in such salary or expense allowance shall be effective unless it shall have been adopted by a majority vote of all the members of the Council;

B. The new salary and expense schedule shall be included in the next Town budget process and shall take effect in the fiscal period to which that budget applies. **§2.04**

Chapter I - Town Charter (Cont'd)

ARTICLE 3 - Town Council (Cont'd)

Section 3.6. Exercise of Powers - Meetings - Rules of Procedure

- A. Exercise of Powers - Except as otherwise prohibited by law or this Charter, the powers of the Council may be exercised in a manner determined by it. **§2.01(a)**

- B. A quorum of the Council for the transaction of any business shall be three (3) of the members currently in office. However a smaller number may adjourn the meeting to another time or date. **§2.12(e)**

- C. Meetings - All meetings of the Council shall be public to the extent required by State Law. Regular meetings shall be held at such time, date and place as the Council shall by ordinance or resolution direct. Special meetings may be called by the Chair. Special meetings also may be called at the written request of the Manager or at least three (3) Councilors, and upon such request the Chair of the Council shall call such special meeting.

Written notice of said meeting shall be delivered to each Councilor at least twenty- four (24) hours prior to the call of the meeting, excluding Sundays and legal holidays. The method of delivery of notice for special meetings shall be by established Council rule.

An emergency meeting may be called by the Chair when immediate undelayed action is deemed to be imperative by the Chair, who shall employ whatever means are reasonably available to inform the public and all council members that an emergency meeting is to be held. **§2.12(c)**

- D. Rules of Procedure - The Council shall establish rules for its proceedings voting shall be duly recorded. **§2.12(d)** All votes shall be recorded by roll call except votes on procedural matters. **§2.12(e)**

- E. Council Objection - On the first occasion that the question on adoption of shall join in the objection, such postponement shall be until the next regular meeting. This procedure shall not be used more than once for any agenda item. **§2.12(f)**

- E. Council Objection
Any item once postponed shall not be further postponed under this section. The Council objection privilege is not available with respect to the emergency ordinance. **§2.12(f)**

Chapter I - Town Charter (Cont'd)

ARTICLE 3 - Town Council (Cont'd)

Section 3.7. Ordinances

- A. An ordinance may be introduced by any member at any regular or special meeting of the Council. Upon introduction of any ordinance, the Clerk shall distribute a copy to each Councilor and to the Manager, shall file a reasonable number of copies in the office of the Clerk and shall post a copy in such other public places as the Council may designate. **§2.14(b)**
- B. Every proposed ordinance of the Council shall be introduced in writing and in the form required for final adoption. No ordinance shall contain more than one subject, which shall be clearly expressed in its title. Each ordinance shall be identified by a number and a short title. The enacting clause shall be "The Town of Londonderry ordains. ...". Any ordinance which repeals or amends an existing ordinance shall set out in full the ordinance, sections or subsections to be repealed or amended, and shall indicate matter to be omitted by enclosing it in brackets or by strikeout type, and shall indicate new matter by underscoring or by italics. **§2.14(a)**
- C. After passage of the ordinance's first reading, it shall be published at least once together with a notice of the time and place when and where it will be given a public hearing and be considered for final passage. The first such publication shall precede the date of said hearing by at least five (5) working days. Publication for purposes of this section shall mean the publication of a notice in any paper distributed in the Town of Londonderry, stating the number and title of the ordinance and either the text of the ordinance in full or if the full text is not published, then a brief explanation of the purpose of the ordinance and information as to where and when any interested person may obtain a copy of the complete ordinance. **§2.14(b)**
- D. Every ordinance, including zoning ordinances, adopted by referendum, shall take effect upon passage and publication as ordinances required by law, or at a later date as specified in the ordinance. No ordinance shall be introduced and adopted during the same meeting. **§2.14(c)**
- E. All ordinances, including any amendments thereto, shall be recorded in full, uniformly and permanently, by the Clerk, and each ordinance so recorded shall be authenticated by affixing the signatures of the Council Chair and the Clerk and the Town Seal, and kept on file in the office of the Clerk. The Clerk shall be responsible for the systematic indexing, printing, publication and maintenance of the ordinances of the Town. Copies of all ordinances shall be available to the public, and the Clerk may charge a fee to defray the printing costs. **§2.17(a)**

Chapter I - Town Charter (Cont'd)

ARTICLE 3 - Town Council (Cont'd)

Section 3.8. **Emergency Ordinances**

Notwithstanding other provisions of this Charter to meet a public emergency affecting life, health, property or the public peace, the Council may adopt one or more emergency ordinances, but such ordinances may not levy taxes, grant, renew or extend a franchise, regulate the rate charged by a public utility for its services or authorize the borrowing of money, except as provided in Section 3.9. of this Charter. An emergency ordinance shall be introduced in the form and manner prescribed for ordinances generally, except that it shall be plainly designated as an emergency ordinance and shall contain, after the enacting clause, a declaration stating that an emergency exists and describing it in clear and specific terms. An emergency ordinance may be adopted with or without amendment or rejected at the meeting at which it is introduced, but two-thirds majority vote of the councilors present shall be required for adoption.

After its adoption the ordinance shall be published and printed as prescribed for other adopted ordinances. It shall become effective upon adoption. Every emergency ordinance, except one made pursuant to Sec. 3.10. of this Charter, shall automatically stand repealed as of the sixty first (61st) day following the date on which it was adopted, but this shall not prevent reenactment of the ordinance in the manner specified in this section if the emergency still exists. An emergency ordinance may also be repealed by adoption of a repealing ordinance in the same manner specified in this section for adoption of emergency ordinances. **§2.15**

Section 3.9. **Emergency Expenditures**

The Council may make emergency expenditures in accordance with the provisions of the Municipal Budget Law, RSA Chapter 32, as the same may be amended from time to time. **§5.07(b)**

Section 3.10. **Codification of Ordinances**

The Council, not later than eighteen (18) months after taking office under this Charter and at least every tenth year thereafter, shall have prepared a revision or codification of the ordinances of the Town which are appropriate for continuation as local laws of the Town. **§2.17(b)**

~~Section 3.11. Existing Ordinances~~

~~All by-laws, ordinances, rules, restrictions and regulations of the Town of Londonderry which are in effect as of the date of adoption of the Charter, and not inconsistent with this Charter, shall remain in effect after the adoption of this Charter until they expire by their terms or are repealed, modified or amended by the Council.~~

Chapter I - Town Charter (Cont'd)

ARTICLE 3 - Town Council (Cont'd)

Section 3.12. Powers and Duties

Except as herein otherwise provided, the Council shall have all the powers conferred upon and discharge all the duties imposed upon town councils, town meetings, boards of mayor and aldermen, and selectmen of towns by law, except the adoption of a town budget, which prerogative is vested in the budgetary Town meeting. All officers and members of all boards, commissions and committees, and vacancies thereto shall be appointed by the Council from among Town residents except unless otherwise provided by this Charter. **§2.01(a)**

Section 3.13. Delegation of Powers

The Council may delegate to one or more Town agencies the powers vested in the Council by this Charter and State and Federal Law to grant and issue licenses and permits, and may regulate the granting and issuing of licenses and permits by any such Town agency, and may in its discretion, rescind any such delegation without prejudice to any prior action which has been taken. **§2.01(b)**

Section 3.14. Inquiries and Investigations

The Council by majority vote may require of any appointed Town official, department head or employee, official appointed or confirmed by the Council, or member of an appointed Town board or commission to appear before it, and give such information as it may require in relation to this office, its function, and performance. The Council shall give at least forty-eight (48) hours written notice of the general scope of the inquiry which is to be made to any person it shall require to appear before it under this section. The Council may make investigation into the affairs of the Town and into the conduct of any Town agency or department, and for this purpose may administer oaths and require the production of evidence. **§2.10**

Section 3.15. Board Procedures

Except as expressly prohibited by State Law, the Council shall adopt rules of attendance and forfeiture of office for all Town appointed boards and commissions. **§4.06(d)**

Chapter I - Town Charter (Cont'd)

ARTICLE 4 - Administration of Government

Section 4.1. Town Manager

The chief administrative officer of the Town shall be the Town Manager (hereinafter called the "Manager"). §2.05 The Council shall appoint a person especially qualified by experience and training, who receives the votes of at least four (4) of the Council, to be Manager. §3.01 The Manager shall serve at the pleasure of the Council. §2.05

Section 4.2. Qualifications.

The Manager shall be appointed solely on the basis of qualification for that office, with special reference to education, training and previous experience in public or private office. The Manager need not be a resident of the Town or of the State of New Hampshire at the time of appointment, but may reside outside the Town while in office, only with the approval of four (4) members of the Council. The Manager shall devote full time to the office and shall not hold any other public office, elective or appointive, except as authorized by this Charter, nor engage in any other business or occupation unless with the approval of the majority of the Council. §3.01

Section 4.3. Performance Review of Manager

During the budgetary process following the first anniversary of the Manager's service to the Town and during each subsequent budgetary process, the Council shall conduct an evaluation of the Manager's performance in office. After such evaluation, The Council shall determine whether the Manager's overall performance in office has been satisfactory or unsatisfactory. The Council shall also establish the Managers compensation for the ensuing year. §3.01

Section 4.4. Reprimand or Removal From Office

The Manager may be reprimanded or removed by the affirmative vote of at least four (4) members of the Council as herein provided. At least thirty (30) days before the proposed reprimand or removal of the Manager, the Council shall adopt a resolution stating its intention to reprimand or remove him, the reasons therefor, and an effective date. A copy of the resolution shall be served forthwith on the Manager, who may, within ten (10) days, demand a public hearing, in which event the Manager shall not be reprimanded or removed until such public hearing has been held. §3.02

Upon or after passage of a resolution of intent to remove, the Council may suspend the Manager from duty, but the Manager's pay shall continue until removal. In case of such suspension, the Council shall, by an affirmative vote, appoint an Acting Manager to serve at the pleasure of the Council for not more than one hundred twenty (120) days. The action of the Council in removing the Manager shall be final. §3.02

Chapter I - Town Charter (Cont'd)

ARTICLE 4 - Administration of Government (Cont'd)

Section 4.5. Acting Town Manager

If the Manager is determined by a vote of at least four (4) members of the Council to be temporarily incapacitated or unable to act for any cause or the Council may determine that the office has become temporarily vacant, the Council shall, within thirty (30) days from such determination, appoint an Acting Manager in the same manner as in Section 4.3 who shall serve for not more than one hundred twenty (120) days or such lesser time until the disability shall be relieved.

The Acting Manager shall have all the powers and perform all the duties of the Manager except to the extent that said powers and duties may be specifically restricted by Council resolution. Said Acting Manager shall be paid such salary for services hereunder as may be prescribed by the Council. The Acting Manager may be reappointed for an additional term of one hundred twenty (120) days. **§3.03**

By a vote of at least four (4) Councilors, the Council may determine from credible medical or other evidence that the Manager is incapacitated and unable to perform any or all duties and the office may be declared vacant. **§3.02**

Section 4.6. Powers and Duties of the Manager

A. The Manager shall be the chief administrative officer of the Town, shall supervise and be responsible for the administrative and financial affairs of the Town and shall carry out the policies enacted by the Council. The Manager shall be charged with the preservation of the health, safety and welfare of persons and property and shall see to the enforcement of the ordinances of the Town, this Charter and general State Laws governing administration of the Town. The Manager shall **§3.04** supervise and direct the administration of the Town departments and personnel therein. **§3.04(b)**

B. Except as otherwise provided by this Charter, the Manager shall appoint upon merit and fitness alone, and may remove all officers and employees of the Town subject to the provisions of pertinent statutes and the Administrative Code. Appointment of officers and employees who report directly to the Manager shall be subject to confirmation by majority vote of the Council. **§3.04(a)**

C. The Manager shall fix the compensation of all town officers and employees appointed by the Manager with the limits established by existing appropriations. **§3.04(c)**

Chapter I - Town Charter (Cont'd)

ARTICLE 4 - Administration of Government (Cont'd)

Section 4.6. Powers and Duties of the Manager (Cont'd)

- D. The Manager shall have full jurisdiction over the rental and use of all Town facilities under the Manager's control. The Manager shall be responsible for the maintenance and repair of all Town property under the Manager's control, within the limits of existing appropriation. **§3.04(f)**
- E. The Manager shall keep a full and complete inventory of all property of the Town, both real and personal. **§3.04(f)**
- F. The Manager shall be responsible for purchasing all supplies, material and equipment for all departments and activities of the Town. **§3.04(g)**
- G. The Manager shall keep the Council informed of the needs of the Town and make such reports and recommendations as the Manager may deem advisable or as the Council, as provided by this Charter or by ordinance, shall direct. **§3.04(h)**
- H. The Manager shall set rules and regulations and establish a system of personnel administration known as the "Personnel Plan". The Personnel Plan shall include provisions with regard to classification, compensation, selection, training, promotion, grievances, discipline, vacations, retirement and any other matters necessary to the maintenance of efficient service and proper working conditions. **§4.02**
- I. The Manager shall certify that employees of the Town and their compensation comply with approved pay rates. **§3.04(c)**
- J. The Manager shall be responsible for the collection, accounting deposit and periodic reporting of all town revenues and expenditures in a secure and business-like manner in accordance with generally accepted accounting practices and proper internal controls. **§3.04(i)**
- K. The Manager shall have and perform such other powers and duties not inconsistent with the provisions of this Charter as now are, or may be, conferred or imposed upon the Manager by ordinance, or by State Law. **§3.04(k)** The Manager shall attend all meetings of the Council unless excused by the Council. The Manager shall have the right to take part in the discussion of all matters before the Council, but not the right to vote. **§3.04(j)**

Chapter I - Town Charter (Cont'd)

ARTICLE 4 - Administration of Government (Cont'd)

Section 4.7. **Appointment of Department Heads; Suspension; Appeal**
The Manager shall have the power to appoint and remove, subject to the provisions of this Charter, all town department heads. Such appointments shall be on merit and fitness alone and with confirmation of the Council. The Manager, for just cause, may suspend or dismiss department heads or take other appropriate disciplinary action. Said suspension, dismissal or other disciplinary action shall be effected only upon the Manager's presentation to the department head of a written specification of the reasons therefor at least ten (10) days before said action is taken.

The said department head involved may, within five (5) days, demand a hearing before the Council, in which event the department head shall not be removed until such hearing has been held. The Manager may, however, suspend said department head from duty during said period, with or without pay. Such hearing shall be either private or public, as allowed under State Law, at the aggrieved party's request. The Council, by a vote of four (4) members may override the Manager's decision. **§3.04(d)**

Section 4.8. **Non-interference with Town Administration**

The Council shall act in all matters as a body. **§2.01(a)** Except as expressly provided elsewhere in this Charter, neither the Council nor any of its members shall direct or request the appointment of any person to office or employment; or direct the removal, suspension, discipline, adjustment in pay, benefits, or working conditions of any employee by the Manager or of any of the Town department heads. **§2.06(b)**

No Councilor shall give orders to or interfere with the performance of the duties of any of the administrative officers or employees, either publicly or privately. Nothing contained in this section shall prohibit the Council from meeting with the Manager to discuss the operation or conduct of any department head or employee and to recommend an investigation and report by the Manager of any complaint. Any violation of the provisions of this section by a Councilor shall constitute grounds for forfeiture of office under the provisions of Section 3.3. **§2.06(c)**

Chapter I - Town Charter (Cont'd)

Section 4.9. Departments

- A. The Town shall have departments, divisions, boards or committees as may be established by this Charter or as the Council may establish by Ordinance. It shall be the duty of the manager to draft and to submit to the Council within nine (9) months after assuming office, an ordinance consistent with this Charter to be titled as the "Administrative Code", which provides for the division of the administrative service of the Town into departments or agencies and define the functions and duties of each. **§4.01(a)**
- B. The Council may, by amendment to the Administrative Code Ordinance, create, consolidate or abolish departments or agencies and define or alter their functions and duties. **§4.07** The head of each department or agency established by the Administrative Code shall have and exercise supervision and control of that department or agency and the employees therein, subject to the authority of the Manager, and shall have the power to prescribe rules and regulations not inconsistent with general law, this Charter, the Administrative Code and the rules and regulations of the Personnel Plan; provided that the Manager shall establish a progressive disciplinary code for all departments and agencies which shall be included under the Personnel Plan. A copy of all departmental rules and regulations shall be on file in the office of the Clerk and appropriate departments. **§4.01(b)**

Section 4.10. Town Attorney

The Council shall engage as needed such attorneys as are deemed in the best interest of the town to provide legal advice to the Council, Manager, town departments, and other or agencies and represent the Town in any legal proceeding, criminal prosecutions, and traffic violations. Such attorneys shall, on Council direction, perform any other duties prescribed by this Charter or by ordinance. **§4.03**

Section 4.11. Fiscal Affairs: Treasurer, Audit

- A. The Treasurer, in making investments of Town funds, shall follow the written investment policy pursuant to State Law. **§5.13**
- B. The Town shall engage an independent Certified Public Accounting firm to perform an annual financial audit in accordance with current General Accepted Accounting Principles (GAAP) and Government Accounting Standards Board (GASB) regulations and other applicable accounting standards. **§2.11**

Chapter I - Town Charter (Cont'd)

ARTICLE 5 - Finance

Section 5.1. Fiscal Year

The fiscal and budget year of the Town shall begin on the first (1st) day of July and end on the thirtieth (30th) day of June. **§5.01**

Section 5.2. Budget Procedure

At such time as may be requested by the Manager or specified by the Administrative Code, each officer or director of a department shall submit an itemized estimate of the expenditures for the next fiscal year for the departments or activities under his control to the Manager. The Manager shall, based on these estimates and other data, prepare a recommended budget which shall, together with these department estimates, be submitted to the Council on such date as the Council shall establish. The Council shall review the budget for the following fiscal year and make such modifications and amendments as it desires. **§5.02**

Section 5.3. Budget Hearings (*Revised TM 3/8/11*)

*The Council shall hold in convenient places as many public hearings on the budget as it deems necessary, but at least two public hearings on the budget shall be scheduled on dates consistent with those specified in the Municipal Budget Act before its final adoption by the Official Ballot Session of the Budgetary Town Meeting, held on the second Tuesday in March at such place, convenient to the public, as the Council shall direct. Notice of such public hearing, The Deliberative Session of the Budgetary Town Meeting and Official Ballot Session of the Budgetary Town Meeting, together with a copy of the budget as submitted, shall be posted in two public places. A copy of the budget shall be available to the public at the office of the Clerk during regular business hours. In addition, notice of such public hearing, The Deliberative Session of the Budgetary Town Meeting and Official Ballot Session of the Town Meeting shall be published in a newspaper of general circulation in the Town at least one week prior to said meeting by the Clerk. **§5.05(a)***

Section 5.4. Final Date for Budget Adoption (*Revised TM 3/8/11 5.4.B, C, D, E, F, G, H, and I removed; Revised – TM 3/10/20, Art. No. 2, Divided D into D1 and D2, Revised D2 and Added D3*)

A. The warrant for the annual meeting shall prescribe the place, day and hour of the Deliberative and Official Ballot sessions of the Budgetary Town meeting, and notice shall be given in accordance with State Law. **§5.05(b)**

ARTICLE 5 - Finance (Cont'd)

Section 5.4. Final Date for Budget Adoption (Cont'd)

B. The Deliberative session of the annual meeting shall be held between the first and second Saturdays following the last Monday in January, inclusive of those Saturdays and consist of explanation, discussion, and debate of each warrant article. A vote to restrict reconsideration shall be deemed to prohibit any further action on the restricted article until the official ballot session. Warrant articles may be amended at the deliberative session, subject to the following limitations:

- 1. Warrant articles whose wording is prescribed by law shall not be amended.**
- 2. Warrant articles that are amended shall be placed on the official ballot for a final vote on the main motion, as amended.**

§5.05(b)(1)

All votes of the Town Council and Advisory Budget Committee shall be recorded votes and the numerical tally of any such vote shall be printed in the town warrant next to the affected warrant article. §5.05(b)(2)

C. The clerk of the Town shall prepare an official ballot, which may be separate from the official ballot used to elect officers, for bonds or notes articles and all warrant articles to be voted on by official ballot.

§5.05(b)(2)

D. Section 5.4. Final Date for Budget Adoption

1. The official session of the annual meeting, which shall be for the election of officers, and to vote on bonds or notes articles, and all warrant articles from the deliberative session on official ballot shall be held on the second Tuesday in March. Bonds or notes shall require a 3/5 (or 60%) majority for passage. §5.05(b)(3)

2. In addition to acting on warrant articles, voters shall choose between the proposed Operating Budget as may be amended during the Deliberative Session, and the Default Budget, which shall be calculated pursuant to RSA 40:13 IX(b) as described in Section 5.4.D.3 below. In the event that the proposed Operating Budget and Default Budget receive an equal number of votes, the Default Budget shall be considered approved. §5.05(b)(3)

3. "Operating Budget" means "budget" as defined in RSA 32:3, III exclusive of "special warrant articles" and exclusive of all other appropriations voted separately. §5.05(b)(2)a

“Default Budget” means the amount calculated by starting with the amount of the appropriations contained in the operating budget authorized for the previous fiscal year, reduced and increased as the case may be by: 1) debt service, 2) contracts previously incurred, 3) salary and other related employee costs (benefits, taxes) previously incurred, and 4) other obligations previously incurred or mandated by law, and reduced by one-time expenditures contained in the operating budget. For the purposes of this paragraph, one-time expenditures shall be appropriations not likely to recur in the succeeding budget, as determined by the Town Council.

Instead of being an actual budget, the “Default Budget” is the amount that will be raised if the proposed Operating Budget is defeated. If the Default Budget is adopted because of the defeat of the proposed Operating Budget, the amount raised and appropriated may be expended for any purpose contained in the defeated proposed Operating Budget. The total amount available for expenditure when operating under the Default Budget will not exceed the default amount plus the amount appropriated by separate and special warrant articles except as otherwise provided by laws such as, but not limited to, RSA 32:9-11.

§5.05(b)(2)b

For the purposes of this Section 5.4.D.3, “previously incurred” means on or before the Deliberative Session at which the default budget is presented to voters. §5.05(b)(2)c

The Default Budget may be amended by the Town Council based on relevant new information at any time before ballots are printed.

§5.05(b)(2)b

- E. Voters at the official ballot session shall follow the procedures set forth in State Law including all requirements pertaining to absentee voting, polling place, and polling hours.** §5.05(b)(4)
- F. Votes taken on the official ballot shall be subject to recount as set forth in State Law.** §5.05(b)(4)
- G. Votes taken on bonds or notes at the official ballot session shall not be reconsidered, except by warrant article at a subsequent annual or special meeting.** §5.05(b)(4)
- H. The warrant for any special meeting shall prescribe the date, place, and hour for both a deliberative session and official ballot session, if required. The deliberative and official ballot sessions shall conform to state Statutes and applicable provisions of this Charter.** §5.05(c)

Chapter I - Town Charter (Cont'd)

ARTICLE 5 - Finance (Cont'd)

Section 5.5. Capital Improvements Plan

A. Capital ~~Planning~~ *Improvements Program* Committee (**Revised - TM 4/14/98, 3/08/05 Article No. 101**)

In accordance with RSA 674:5, there is established a Capital ~~Planning~~ Improvements Program Committee consisting of an odd number of voting members and comprised as follows:

1. One (1) member named and appointed by and from the Town Council;
2. One (1) member named and ~~appointed~~ **nominated** by and from the School Board;
3. One (1) member named and ~~appointed~~ **nominated** by and from the Budget Committee;
4. ~~One (1)~~ **Two (2)** members named and ~~appointed~~ **nominated** by and from the Planning Board;

Pursuant to RSA 674:5, the Town Council is required to approve nominations to the Committee; should the nominating body fail to nominate a member within thirty (30) days of a vacancy or expiration of a term, the Council shall appoint an individual knowledgeable in that particular field.

The following staff members shall provide on-going support to the Committee's efforts as determined and required by the Committee: (Other staff shall provide information and support to the process as requested by the Planning Board.)

1. The **Town's Chief Financial Officer** ~~Town Finance Director~~
2. The School District Business Administrator **'s Chief Financial Officer**
3. The Town Planner **§5.09(a)(1)**

B. The Capital ~~Planning~~ *Improvements Program* Committee shall meet not less than ~~twelve (12)~~ **six** times per year ***to fulfill its charge as set forth by RSA 674:5-8, the provisions of this Section and as directed by the Planning Board. and The Committee shall review the recommendations of the Master Plan and prepare a Capital Improvements Plan, which Plan shall consist of: §5.09(a)(2)***

1. A list **and recommended prioritization** of all capital improvements, including major replacements which are proposed to be undertaken ~~during the~~ **over a period of at least the** next six (6) fiscal years, including, but not limited to; equipment, sewer and water mains or facilities, roads, sidewalks, bicycle paths or lanes, public open spaces, recreation lands, school buildings, new police and/or fire stations and other public facilities and major items of equipment, with appropriate supporting information at the necessity for such improvements. **Capital Improvements shall be further defined as community improvements which are typically required to provide a public benefit or purpose.** §5.09(a)(2)a
2. Cost estimates, methods of financing, and recommended time schedule for each such improvement; and §5.09(a)(2)b
3. The estimated annual costs of operating and maintaining the facilities to be replaced, constructed, or acquired. §5.09(a)(2)c

C. The Capital ~~Planning~~ **Improvements Program** Committee shall submit a Capital Improvements Plan to the **Planning Board, which shall hold a public hearing on the proposed Plan. After the public hearing, the Planning Board shall finalize its recommendations, adopt a plan and forward the plan to the** Council and the School Board for consideration and action as the Council **and School Board** shall direct. §5.10

D. ~~The Capital Improvement Plan (CIP) prepared and submitted by the Capital Planning Committee shall be, in addition to and not be deemed in derogation of, the Capital Improvements Program prepared by the Planning Board pursuant to statute.~~

Section 5.6. Lapse of Appropriations

All appropriations shall lapse at the end of the fiscal year and any unexpended portion thereof shall not be expended without further appropriation, except as provided in RSA 32:7 as the same may be amended from time to time. §5.07(e)

Chapter I - Town Charter (Cont'd)

Section 5.7. Treasurer

There shall be a Town Treasurer (hereinafter called "Treasurer") who shall have all the powers and duties granted by this Charter and State Law. The Treasurer shall be elected on an at-large basis to a term of three (3) years at the Town Election. Vacancies in the office of Treasurer shall be filled pursuant to State Law. **§5.13**

Section 5.8. Advisory Budget Committee

There shall be an Advisory Budget Committee elected on an at-large basis to staggered three (3) year terms, to consist of seven (7) members. **§5.14**

Chapter I - Town Charter (Cont'd)

ARTICLE 6 - Conduct of Officials

Section 6.1. Conditions for Holding Office

- A. Any person while holding a town office, convicted of a Class A Felony in New Hampshire or its equivalent under the law of any other state or federal law shall forfeit such office. **§8.02(l)**
- B. No employee of the town shall be eligible to serve as a Councilor. **§8.02(i)**
- C. Any person elected to a town office, or trusteeship while presently holding membership in another such Town office, board, commission, or trusteeship shall immediately forfeit that office held prior to such election. **§6.09**
- D. Except as otherwise provided by this Charter, no department head nor regular employee of the town shall be appointed to a town office, board, or commission. **§8.02(j)**
- E. The Zoning Board of Adjustment shall not have any members who also serve on the Planning Board, Conservation Commission or Historic District Commission. **§8.02(k)**

Section 6.2. Conflicts of Interest

- A. Any elected or appointed officer or employee of the Town who has a financial interest, direct or indirect, in any planned or existing contract, job, work or service to be performed for the Town or voluntary sale to the Town of any land, materials, supplies, equipment or other property shall make full disclosure of such interest to the Council and Manager prior to the Town's deliberating on any such matter or transaction. **§8.01**
- B. The person so financially interested in such matters or transactions shall not vote or advise on or otherwise participate in the Town's and Council's consideration of such matter or transaction. **§8.01**

Section 6.3. Disqualification from Decision Making Process

- A. No elected or appointed officer or employee of the Town shall take part in a decision concerning the business of the Town in which that officer or employee or a member of his/her family, directly or indirectly, has a financial or other gainful interest which may affect his/her vote in favor of or against that business, aside from his/her salary as such officer or employee, greater than any other citizen or taxpayer. **§8.01**

Chapter I - Town Charter (Cont'd)

ARTICLE 6 - Conduct of Officials (Cont'd)

Section 6.3. Disqualification from Decision Making Process (Cont'd)

- B. For the purposes of this section, the word "family" shall mean and individual's lineal ascendants, lineal descendants, siblings and offspring an individual's spouse, the spouse's lineal ascendants, lineal descendants, siblings and offspring. **§8.01**

Section 6.4. Private use of Town Property and Personnel

No elected or appointed officer or employee shall devote any Town property or labor to private use except as may be provided by authority of the Council. **§8.02(f)**

Section 6.5. Acceptance of Gifts and Gratuities

No elected or appointed officer or employee of the Town shall solicit or accept any gift or gratuity which could, in any manner, be construed to affect or influence the performance of his official duties. **§8.02(c)**

Section 6.6. Disposition of Fees

No elected or appointed officer or employee of the Town shall collect any fees, salaries or other payments in connection with official duties for personal use, except as provided for by ordinance or State Law. **§8.02(d)**

Section 6.7. Misuse of Information.

No elected or appointed officer or employee of the Town shall utilize or dispense information gained through said office or employment for personal profit or another's personal profit. **§8.02(h)**

Chapter I - Town Charter (Cont'd)

ARTICLE 7 - Citizen Concerns, Initiative Petition, Referendum, Recall

Section 7.1. Initiative Petitions

A. The registered voters of the Town shall have the power to propose ordinances to the Council. §6.04(a)(1)

B. The Council shall hold a public hearing and act, by taking a vote, on the merits of every initiative petition which concerns a matter in which the Town is empowered to act. §6.04(a)(6) The petition shall be addressed to the Council, shall contain a request for passage of a particular measure set forth in the petition and shall be signed by not less than one percent (1%) of the registered voters. §6.04(a)(2)

The initiative petition shall include the personal signature and legible name and address of each registered voter and shall be filed with the Clerk as one instrument of endorsement. §6.04(a)(3) The Clerk shall verify the number of registered voters signing the petition and shall attach thereto a certificate showing the result of such examination. Within seven (7) days, the Clerk shall transmit the petition and certificate to the Council and shall send a copy of the certificate to the first signer of the petition. §6.04(a)(4)

The petition shall be considered valid following certification unless written objection regarding the number of signatures certified is made by a voter no more than seven (7) days after the certificate has been issued. The validity of any such objection shall be determined by the Council. §6.04(a)(5)

C. The Council shall hold a public hearing within 30 days of the date of certification of any measure proposed in any petition signed by one percent (1%) of the registered voters, unless a question of its legality is raised by a member of the Council. If a question of legality is raised by any councilor, the measure shall be referred to a Town attorney for review. If the measure proposed may be lawfully passed by the Council, the public hearing shall be scheduled within 30 days of the date of the attorney's opinion. If the measure may not be lawfully passed by the Council, it shall be returned to the petitioners with an explanation. The Clerk shall mail notice of the hearing to ten (10) petitioners whose names appear first on each petition at least seven (7) days prior to the hearing. Notice by publication of a summary of contents of the petition at least seven (7) days prior to all such hearings shall also be made, and shall be at public expense. Hearings on two or more petitions filed under this section and addressing different substantive issues may be held at the same place and time. No hearing shall be held upon more than one petition containing the same subject matter in any given twelve (12) month period. §6.04(a)(6)

Chapter I - Town Charter (Cont'd)

ARTICLE 7 - Citizen Concerns, Initiative Petition, Referendum, Recall (Cont'd)

Section 7.1. Initiative Petitions (Cont'd)

D. Following the public hearing, the Council may:

1. pass said measure without alteration
2. deny said measure and refer petitioners to procedures referenced in Section 7.2. §6.04(a)(7)

Section 7.2. Referendum Petitions

- A. The registered voters of the Town shall have the power to require reconsideration by the Council of any adopted ordinance. §6.04(b)(1)
- B. Referendum Petitions must be filed with the Town Clerk within thirty (30) days after action by the Council on any measure or any part thereof sought to be reconsidered. §6.04(b)(2) Referendum petitions must be signed by at least five percent (5%) of the registered voters of the Town. §6.04(b)(3) The procedures of Section 7.1. shall apply to referendum petitions. §6.04(b)(4)
- C. When a referendum petition is filed with the Clerk, the measure or part thereof sought to be reconsidered shall be suspended from taking effect. Such suspension shall terminate when:
 1. there is a final determination of insufficiency of the petition, or
 2. the filers of the petition withdraw it. §6.04(b)(5)
- D. When a referendum petition has been finally determined sufficient, the Council shall submit the referred measure or part thereof protested to the voters of the Town at a special election to be held on a date fixed by the Council. Such special election shall be held no less than thirty (30) nor more than ninety (90) days after the date of the certificate heretofore mentioned; provided that if any election is to occur within one hundred twenty (120) days after the date of said certificate, the Council may, at its discretion, omit the calling of a special election and submit the referred measure or part thereof to the voters at such approaching election.

The ballot used when voting upon a proposed measure Under this section shall state the nature of the referred measure or part thereof protested in terms sufficient to show its substance. §6.04(b)(6)
- E. Notwithstanding any other provisions of this Charter, this Article shall not apply to Article 5 of this Charter of any actions taken pursuant thereto. §6.04(b)(7)

Chapter I - Town Charter (Cont'd)

ARTICLE 7 - Citizen Concerns, Initiative Petition, Referendum, Recall (Cont'd)

Section 7.3. Petitions and Budgetary Town Meeting

Notwithstanding the provisions of Section 7.1., the voters of the Town shall retain the rights and privileges set forth in RSA 39:3. **§6.04(a)(8)**

Section 7.4. Submission of Proposed Measure to Voters

The Council of its own motion may submit any measure or proposition for repeal or amendment of a measure to the voters at any regular or special town election. **§6.05**

Section 7.5. Measures with Conflicting Provisions

If two or more proposed measures passed at the same election contain conflicting provisions, only the one receiving the greater number of affirmative votes shall take effect. **§6.01(f)**

Section 7.6. Recall of Officeholders

Any individual elected official who has completed at least six months of his term of office or has more than six months of his term remaining may be recalled therefrom by the voters **§6.04(c)(1) as follows:**

- A. Ten percent (10%) of the registered voters of the Town may file a request for a recall petition with the Clerk. This request shall include the name of the officer and the grounds for which the recall is sought together with the signature and a legible name and address of each voter. **§6.04(c)(2)**
- B. The Clerk shall verify the names of the voters and promptly issue blank petitions for recall. **§6.04(c)(2)** Each petition shall be addressed to the Council, be dated, include the rounds for recall as stated in the request, the name of the voter to whom it is issued, the signature of the Clerk, and the Town Seal. **§6.04(c)(3)** The recall petitions bearing the signatures and legible names and addresses of at least twenty five percent (25%) of the registered voters of the Town shall be returned to the Clerk within twenty (20) days. **§6.04(c)(4)** The Clerk shall promptly certify the number of voters who signed the petitions. **§6.04(c)(5)**
- C. If the petitions are certified to be sufficient by the Town Clerk, the Clerk shall submit them to the Council together with the Clerk's certification. **§6.04(c)(5)** The Council shall forthwith give written notice of the petition and certification to the officer whose recall is sought. If this officer does not resign within five days after delivery of this notice, the Council shall order a recall election to be held no less than thirty (30) days nor more than sixty (60) days after the date the Clerk certified the petitions. If, however, any other town election is scheduled within ninety (90) days of the date of the

certification, the Council shall hold the recall election on the same date as the other town election. **§6.04(c)(6)**

Chapter I - Town Charter (Cont'd)

ARTICLE 7 - Citizen Concerns, Initiative Petition, Referendum, Recall (Cont'd)

Section 7.6. Recall of Officeholders

C. (Cont'd)

The filing of candidates and the conduct of the election shall be in accordance with the provisions of this Charter and the election laws of the State of New Hampshire.

D. The proposition on the ballot shall be "For the recall of" or "Against the recall of (name of officer)."

E. If the incumbent is not recalled he/she shall continue in office for the remainder of his/her unexpired term and may not again during that term be subject to recall. If he/she is recalled he/she shall be deemed removed from office on the day after the certification of the recall election and the vacancy filled as provided by this Charter. **§6.04(c)(7)**

F. A separate recall petition shall be required for each elected official who is the subject of a recall; and, each said official's recall shall be voted on as a separate question at the recall election. **§6.04(c)(1)**

Chapter I - Town Charter (Cont'd)

ARTICLE 8 - General Provisions

Section 8.1. Certificate of Election and Appointment

Except as otherwise provided by law, before performing any act under this election or appointment, each person elected shall take and subscribe to an oath to qualify him to enter upon the duties of office. A record of the taking of such oath shall be made by the Clerk. Any oath required by this section may be administered by any officer authorized by law to administer oaths. **§6.08**

Section 8.2. Term Commencement, Notice of Election or Appointment.

A. Written notice of the election or appointment to any Town office or board shall be mailed to the individual involved by the Manager, within three (3) clear days after the appointment is made or the results of any vote are certified by the Board of Election Officers to the Council. **§6.07**

B. Unless otherwise set forth in this Charter all elected officials in the Town shall take office within 10 days following their election and shall hold office until their successors are elected and qualified. **§6.01(g)**

Section 8.3. Specific Provisions to Prevail

To the extent that any specific provision contained in this Charter conflicts with any provision expressed in general terms the specific provision shall prevail. **§10.02**

Section 8.4. Severability

The sections of this Charter and the parts hereof are separable. If any portion or section of this Charter or the application thereof to any person or circumstance shall be held invalid by a court or competent jurisdiction, the remainder of the Charter shall not be affected thereby. If a clause, portion of or section of this Charter is so held invalid, then the applicable provisions of State Law, if any shall govern. **§10.01**

~~Section 8.5. — Authentication of Charter~~

~~A. — Upon adoption, the official Charter, duly authenticated by affixing the signatures of all members of the Charter Commission and the Board of Selectmen, the Clerk and affixing the Town Seal, shall be filed with the Clerk and remain in the Clerk's office as the official Charter of the Town of Londonderry. At its first meeting, the Council shall affirm the validity of the Town Charter.~~

Chapter I - Town Charter (Cont'd)

ARTICLE 8 - General Provisions (Cont'd)

Section 8.6. Charter Amendments

A. Amendments to this Charter may be initiated either by the Council or by initiative petition, public hearing, and voter election pursuant to State Law.

B. All amendments to this Charter shall be authenticated by the Council and shall be filed with and remain a part of the official Charter **§9.01**

Section 8.7 Violations and Penalties

All willful violations of provisions of this Charter, unless otherwise provided, are hereby declared to be misdemeanors, and all such violations and all violations of town ordinances for which no other punishment is provided shall be punishable by a fine in accord with state statutes. **§8.04**

Section 8.8. Rules and Regulations

A copy of all rules and regulations adopted by any Town agency, board, commission or individual shall be filed in the office of the Clerk and made available for review by any person who requests such information. **§4.06(f)**

Section 8.9. Reorganization Plans

Except for those agencies established by this Charter or as otherwise prohibited by State Law, the Council may reorganize, consolidate, or abolish any existing Town agency in whole or in part; establish new Town agencies and prescribe the functions of any Town agencies; provided that such action shall not eliminate the statutory duties of Town officials. **§4.07**

Section 8.10. Proposed Reorganization Plans by the Manager

The Manager may prepare and submit to the Council for its approval proposed reorganization plans which may, subject to applicable law and this Charter, reorganize, consolidate or abolish any Town agency in whole or in part, or establish new Town agencies as are deemed necessary or expedient. Such reorganization plans shall be accompanied by explanatory messages when submitted. **§3.04(e)**

Chapter I - Town Charter (Cont'd)

ARTICLE 8 - General Provisions (Cont'd)

Section 8.11. Indemnification of Town Officers, Board Members, and Employees

The Town shall undertake to indemnify and save harmless all its officers, officials, volunteers, boards, commissions and employees from personal loss and expense. Expenses may include reasonable legal fees and costs, if any, arising out of any claim, demand, suit or judgment by reason of negligent acts or omissions if the indemnified person was acting in the scope of his office or employment and in good faith in accord with the provisions of State Law. **§8.05**

Section 8.12. Prohibition

- A. No person shall be appointed to or removed from, or in any way favored or discriminated against with respect to, any Town position or appointed Town administrative office because of age, race, sex, political or religious opinions or affiliations. **§8.02(a)**
- B. No person shall willfully make any false statement, certificate, mark, rating or report in regard to any test, certification or appointment. **§8.02(g)**
- C. No person who seeks appointment or promotion with respect to any Town position or appointed Town administrative office shall directly or indirectly give, render or pay any money, service or other valuable thing to any person for or in connection with his test, appointment, proposed appointment, promotion or proposed promotion. **§8.02(b)**
- D. No person who runs for Town office shall orally, by letter, or otherwise, solicit or assist in soliciting any assessment, subscription or contribution for any political party or political purpose whatever from any person holding any compensated appointed Town position. **§8.02(e)**

Section 8.13. Procedures

- A. Meetings
All properly constituted authorities, boards, commissions, committees or other municipal bodies (hereafter called committees) of the Town whether elected or appointed or otherwise constituted, shall meet regularly at such times and public places within the Town as they may prescribe. Except in emergencies, special meetings of these committees shall be held on the call of the respective chair or by one-third of the members thereof by written notice delivered to the residence or place of business of each member at least forty-eight (48) hours in advance of the time set.

Chapter I - Town Charter (Cont'd)

ARTICLE 8 - General Provisions (Cont'd)

Section 8.13 Procedures (Cont'd)

A copy of the said notice shall also be posted on the Town bulletin board (s). Except in cases of emergency otherwise authorized by the State Law, all meetings of these committees shall be open and public; however, these committees may meet in a closed or executive session as permitted by State Law, as amended. **§4.06(b)**

B. Committee Organization

Each committee shall determine its own rules and order of business unless otherwise provided by the Charter or by law. The agenda and minutes shall be kept as required by State Law, as amended. A chair and secretary shall be elected annually in accord with the committee's rules of procedure. **§4.06(a)**

C. Quorum

A majority of the members of a committee shall constitute a quorum, but a smaller number may adjourn from time to time until a quorum is achieved. No other action taken by a number of members smaller than the quorum shall be valid or binding. **§4.06(c)**

D. Council

The provisions of Section 8.13 shall not apply to the Council to the extent that they are inconsistent with other provisions of this Charter. **§4.06(g)**

Section 8.14. Land Use Ordinances

All land use regulations and ordinances, including the adoption of the zoning ordinances and amendments by referendum, must be adopted pursuant to State Law. **§4.06(a)**

Chapter I - Town Charter (Cont'd)

ARTICLE 9 - Administrative and Judicial Boards

Section 9.1. Administrative Committees, Boards and Commissions

A. Planning Board (*Revised - TM - 4/14/98*)

There shall be a Planning Board, whose powers and duties are provided by State Law. The Planning Board shall consist of nine (9) members, of whom six (6) are appointed and three (3) are ex officio. The six (6) appointed members shall be appointed by the Council for terms of three (3) years, except that initial appointments shall be staggered so that no more than two (2) appointed members shall have terms that expire in a single year. The three (3) ex officio members shall consist of the Manager, *or his/her designee*, an administrative officer of the Town designated by the Manager, and a Councilor designated by the Council for a one year term. There shall also be three (3) alternate appointed members appointed in the same way as regular appointed members, except no more than one alternate appointed member's term shall expire in a single year. **§4.04(b)**

B. Conservation Commission

There shall be a Conservation Commission consisting of seven (7) members as provided by state statute. Seven (7) of these members shall be appointed by the Council for terms of three (3) years, such terms to be staggered. **§4.04(c)**

C. Other Administrative Committees

Other administrative boards and committees may be established as necessary by the Council. **§4.05**

Section 9.2. Judicial Board

There shall be a Zoning Board of Adjustment appointed by the Council, consisting of five (5) members each serving a three (3) year term and three (3) alternates each serving a three (3) year term. Such terms shall be staggered. The Zoning Board of Adjustment shall have all the powers granted to such boards under State Law. **§4.04(d)**

Section 9.3. Vacancies in Elected Office

Unless otherwise specified in this Charter, or as otherwise provided by State Law, in the event of a vacancy in an elected office, board or commission of the Town, the Council shall fill that vacancy by appointment, such appointment to continue until the next Town election. **§6.01(h)**

Chapter I - Town Charter (Cont'd)

ARTICLE 9 - Administrative and Judicial Boards (Cont'd)

Section 9.4. Vacancies in Appointed Offices

Unless otherwise specified in this Charter or as otherwise provided by State Law, in the event of a vacancy in an appointed office, board or commission, the Council shall fill that vacancy for the balance of the unexpired term. **§4.06(d)**

Section 9.5. Committee Review

At least annually, and more often if town affairs require, the Council shall meet with the chairs of all town committees to review significant actions taken by the committees, projects currently under discussion, and anticipated activity for the coming year. **§4.06(e)**

Chapter I - Town Charter (Cont'd)

~~ARTICLE 10 - Transitional Provisions~~

~~Section 10.1. - Continuation of Government~~

~~All members of Town agencies, except for those abolished by this Charter, shall continue to perform their duties until reappointed, reelected, or until successors to their respective positions are duly appointed or elected or their duties have been transferred. The Council shall take whatever measures are necessary to effectuate an orderly transition and shall take whatever actions are necessary to enable such transitions in office to comply with the provisions of this Charter.~~

~~Section 10.2. - Continuation and Compensation of Personnel~~

~~A. - Until expressly changed after the effective date of this Charter, the compensation of all officers, department heads and employees of the Town shall be the same as that in effect on July 1, 1996.~~

~~B. - Any person holding an office or position in the administrative service of the Town, or any person serving in the employment of the Town shall retain such office or position and shall continue to perform his duties until provisions shall have been made in accordance with the Charter for the performance of the said duties by another person or agency; provided, however, that no person in the permanent full-time service or employment of the Town shall forfeit his pay grade or time in service. All such persons shall be retained in a capacity as similar to their former capacity as is practical.~~

~~Section 10.3. - Transfer of Records and Property~~

~~All records, property, and equipment of any Town agency, the powers and duties of which are assigned in whole or part to another Town agency, shall be transferred forthwith to the Town agency to which such powers and duties are assigned.~~

~~Section 10.4. - Effect on Obligations, Taxes and Other Legal Acts~~

~~All official bonds, recognizance, obligations, contracts and other instruments entered into or executed by or to the Town before its adoption of the Charter; all taxes, special assessments, fines, penalties, forfeitures incurred or imposed, due or owing to the Town, shall be enforced and collected, and all writs, prosecutions, actions and causes of action, except as herein otherwise provided, shall continue without abatement and remain unaffected by the Charter; and no legal act done by or in favor of the Town shall be rendered invalid by the adoption of the Charter.~~

~~Chapter I—Town Charter (Cont'd)~~

~~ARTICLE 10—Transitional Provisions (Cont'd)~~

~~Section 10.5.—Effective Date and Interim Budget~~

- ~~A.—This Charter shall take effect July, 1, 1996. Prior to that date, the Selectmen shall prepare for the transition to the new form of government.~~

~~Section 10.6.—Abolition of Elected Boards and Officials.~~

~~The following Town agencies shall be abolished effective on the dates listed herein:~~

- ~~A.—The Board of Selectmen, June 30, 1996.~~
- ~~B.—Sewer Commission, June 30, 1996.~~
- ~~C.—Elected Town Auditors, June 30, 1996.~~

~~Section 10.7.—Council, Town Clerk Tax Collector and Moderator~~

- ~~A.—Those Selectmen whose terms have not expired as of June 30, 1996 shall continue in office as Councilors until the expiration of their terms and until their successors are elected and qualified.~~
- ~~B.—The persons holding the following offices as of June 30, 1996 shall continue in those offices until the expiration of their terms and their successors are elected and qualified: Moderator, Treasurer, Clerk Tax Collector, Supervisors of the Checklist and Trustees of the Trust Fund.~~

~~Section 10.8.—Other Committees *Revised—TM 3/11/03 to Delete “A” and rename “B” to “A”*~~

- ~~A.—A person presently serving in an office or position, who would be prohibited from holding that office or position by any provision of this Charter, may resign said position or office, or shall continue in said office or position until the expiration of his/her term.~~

~~Section 10.9.—First Election~~

~~All election officers holding office prior to and at the time of the first election held under this Charter shall conduct such election and shall have all the powers granted to them under State Law for such purposes and shall have all the powers that are granted to their successors under this Charter which are necessary to conduct properly such first election.~~

~~End of Chapter~~

PREAMBLE

The inhabitants of the Town of Londonderry shall continue to be a body politic and corporate under the name of the "Town of Londonderry" and as such to enjoy all the rights, immunities, powers and privileges and be subject to all the duties and liabilities now appertaining to or incumbent upon them as a municipal corporation. All existing property of the Town shall remain vested in it, and all its existing debts and obligations shall remain obligatory upon it under this Charter.

Article I POWERS OF THE TOWN

§1.01 Powers of the Town

The administration of the fiscal, prudential, municipal and other affairs of the Town, with the governance thereof, shall be vested in a Town Council, shall be directed by a Town Manager, and shall consist of the various departments of the Town as established by this Charter and from time to time by the Town Council. Except as expressly authorized by this Charter, no Councilor shall participate in the conduct of the administrative affairs of the Town.

§1.02 Construction

The powers of the municipality under this Charter are to be construed liberally in favor of the Town, and the specific mention of particular powers is not intended to limit in any way the general powers of the municipality as stated **in the Preamble**.

§1.03 Intergovernmental Relations

Subject only to express limitations in the provisions of the New Hampshire Statutes, the Town may exercise any of its powers or perform any of its functions under this Charter and may participate in the financing thereof, jointly or in cooperation, by contract or otherwise, with the State of New Hampshire, or any political subdivision or agency thereof, or the United States of America or any agency thereof.

Article II TOWN COUNCIL

§2.01 General Powers and Duties

(a) **Powers.** Except as herein otherwise provided, the Council shall have all the powers conferred upon and discharge all the duties imposed upon town councils, town meetings, boards of mayor and aldermen, and selectmen of towns by law, except the adoption of a town budget, which prerogative is vested in the budgetary Town meeting. All officers and members of all boards, commissions and committees, and vacancies thereto shall be appointed by the Council from among Town residents except unless otherwise provided by this Charter. Except as otherwise prohibited by law or this Charter, the powers of the Council may be exercised in a manner determined by it. The Council shall act in all matters as a body.

(b) **Delegation of Powers.** The Council may delegate to one or more Town agencies the powers vested in the Council by this Charter and State and Federal Law to grant and issue licenses and permits, and may regulate the granting and issuing of licenses and permits by any such Town agency, and may in its discretion, rescind any such delegation without prejudice to any prior action which has been taken.

§2.02 **Eligibility, Terms, and Composition**

(a) **Eligibility.** Only registered voters who at all times during the term of office are and remain residents of the Town shall be eligible to hold the office of Councilor. To be eligible for election to the office of Councilor a candidate must be of voting age and must have been a resident of the Town for at least thirty (30) days immediately before filing for the election.

(b) **Terms.** The Councilors shall be elected from the Town at large for a three (3) year term of office with staggered terms. All Councilors shall take office following their election and after being duly sworn at the conclusion of the budgetary Town Meeting, and shall hold office until their successors are duly elected and qualified.

(c) **Composition.** Except as otherwise provided in this Charter, all of the powers of the Town shall be vested in a Town Council (hereafter referred to as the "Council"), of five (5) Councilors.

§2.03 (reserved)

§2.04 **Compensation, Expenses**

The Council shall establish an annual salary and expense allowance for its members, subject to the following:

(a) No Increase in such salary or expense allowance shall be effective unless it shall have been adopted by a majority vote of all the members of the Council;

(b) The new salary and expense schedule shall be included in the next Town budget process and shall take effect in the fiscal period to which that budget applies.

§2.05 **Relationship to Town Manager**

The chief administrative officer of the Town shall be the Town Manager (hereinafter called the "Manager"). The Manager shall serve at the pleasure of the Council.

§2.06 **Prohibitions**

(a) **Holding Other Office.** No Councilor shall, while serving a term, be eligible to hold any other Town position of remuneration nor shall the Councilor transact any business with the Town except pursuant to Article VIII of this Charter. Except as otherwise provided in this Charter, members of the Council shall not hold any office or employment with the Town. Former members of the Council shall not be eligible for appointment as a compensated Town officer or employee until one year after the expiration of their service.

(b) **Appointments and Removals.** Except as expressly provided elsewhere in this Charter, neither the Council nor any of its members shall direct or request the appointment of any person to office or employment; or direct the removal, suspension, discipline, adjustment in pay, benefits, or working conditions of any employee by the Manager or of any of the Town department heads.

(c) **Interference with Administration.** No Councilor shall give orders to or interfere with the performance of the duties of any of the administrative officers or employees, either publicly or privately. Nothing contained in this section shall prohibit the Council from meeting with the Manager to discuss the operation or conduct of any department head or employee and to recommend an investigation and report by the Manager of any complaint. Any violation of the provisions of this section by a Councilor shall constitute grounds for forfeiture of office under the provisions of §2.07(b).

§2.07 **Vacancies; Forfeiture of Office; Filling of Vacancies**

(a) (reserved)

(b) **Forfeiture of Office.** The Council may, on specific charges and after due notice and hearing, at any time remove one of its own members for cause, including but not limited to prolonged absence from or other inattention to duties, crime or misconduct in office, or as specified in this Charter.

(c) **Filling of Vacancies.** Vacancies occurring in the office of Councilor at any time shall be filled, by appointment, until the next regular election, by the Council at its next regular meeting by majority vote of the Councilors, provided, however, that, if the vacancy occurs fewer than ninety (90) days prior to the next regular election, the vacancy shall not be filled by appointment, but shall be filled at the next regular election.

§2.08 (reserved)

§2.09 (reserved)

§2.10 **Investigations**

The Council by majority vote may require of any appointed Town official, department head or employee, official appointed or confirmed by the Council, or member of an appointed Town board or commission to appear before it, and give such information as it may require in relation to this office, its function, and performance. The Council shall give at least forty-eight (48) hours written notice of the general scope of the inquiry which is to be made to any person it shall require to appear before it under this section. The Council may make investigation into the affairs of the Town and into the conduct of any Town agency or department, and for this purpose may administer oaths and require the production of evidence.

§2.11 **Independent Audit**

The Town shall engage an independent Certified Public Accounting firm to perform an annual financial audit in accordance with current General Accepted Accounting Principles (GAAP) and Government Accounting Standards Board (GASB) regulations and other applicable accounting standards.

§2.12 **Procedure**

(a) **Organizational Meeting.** The Councilors so chosen shall meet in their capacity as the Council within ten (10) calendar days following their election for the purpose of taking their respective oaths of office, adopting rules and for the transaction of business required by law or ordinance to be transacted in such meeting.

(b) **Election of Officers.** The Council shall, by the affirmative vote of at least three (3) of its members, at its first regular meeting following each election, choose one of its members Chair for a term of one (1) year. The Council shall choose one of its members Vice Chair, for a term of one (1) year, who shall act in the absence or disability of the Chair. In the event of a vacancy occurring in the office of Chair, the Vice Chair shall serve out the unexpired term. The Chair shall be the official head of the Town for all ceremonial purposes, shall preside at all meetings of the Council and may speak and vote at such meetings.

(c) **Meetings.** All meetings of the Council shall be public to the extent required by State Law. Regular meetings shall be held at such time, date and place as the Council shall by ordinance or resolution direct. Special meetings may be called by the Chair. Special meetings also may be called at the written request of the Manager or at least three (3) Councilors, and upon such request the Chair of the Council shall call such special meeting.

Written notice of said meeting shall be delivered to each Councilor at least twenty-four (24) hours prior to the call of the meeting, excluding Sundays and legal holidays. The method of delivery of notice for special meetings shall be by established Council rule.

An emergency meeting may be called by the Chair when immediate undelayed action is deemed to be imperative by the Chair, who shall employ whatever means are reasonably available to inform the public and all council members that an emergency meeting is to be held.

(d) **Rules and Journal.** The Council shall establish rules for its proceedings voting shall be duly recorded.

(e) **Voting.** All votes shall be recorded by roll call except votes on procedural matters. A quorum of the Council for the transaction of any business shall be three (3) of the members currently in office. However a smaller number may adjourn the meeting to another time or date.

(f) **Council Objection.** On the first occasion that the question on adoption of shall join in the objection, such postponement shall be until the next regular meeting. This procedure shall not be used more than once for any agenda item. Any item once postponed shall not be further postponed under this section. The Council objection privilege is not available with respect to the emergency ordinance.

§2.13 (reserved)

§2.14 **Ordinances in General**

(a) **Form.** Every proposed ordinance of the Council shall be introduced in writing and in the form required for final adoption. No ordinance shall contain more than one subject, which shall be clearly expressed in its title. Each ordinance shall be identified by a number and a short title. The enacting clause shall be "The Town of Londonderry ordains.....". Any ordinance which repeals or amends an existing ordinance shall set out in full the ordinance, sections or subsections to be repealed or amended, and shall indicate matter to be omitted by enclosing it in brackets or by strikeout type, and shall indicate new matter by underscoring or by italics.

(b) **Procedure.** An ordinance may be introduced by any member at any regular or special meeting of the Council. Upon introduction of any ordinance, the Clerk shall distribute a copy to each Councilor and to the Manager, shall file a reasonable number of copies in the office of the Clerk and shall post a copy in such other public places as the Council may designate.

After passage of the ordinance's first reading, it shall be published at least once together with a notice of the time and place when and where it will be given a public hearing and be considered for final passage. The first such publication shall precede the date of said hearing by at least five (5) working days. Publication for purposes of this section shall mean the publication of a notice in any paper distributed in the Town of Londonderry, stating the number and title of the ordinance and either the text of the ordinance in full or if the full text is not published, then a brief explanation of the purpose of the ordinance and information as to where and when any interested person may obtain a copy of the complete ordinance.

(c) **Effective Date.** Every ordinance, including zoning ordinances, adopted by referendum, shall take effect upon passage and publication as ordinances required by law, or at a later date as specified in the ordinance. No ordinance shall be introduced and adopted during the same meeting.

(d) (reserved)

§2.15 **Emergency Ordinances**

Notwithstanding other provisions of this Charter to meet a public emergency affecting life, health, property or the public peace, the Council may adopt one or more emergency ordinances, but such ordinances may not levy taxes, grant, renew or extend a franchise, regulate the rate charged by a public utility for its services or authorize the borrowing of money, except as provided in **§5.07(b)** of this Charter. An emergency ordinance shall be introduced in the form and manner prescribed for ordinances generally, except that it shall be plainly designated as an emergency ordinance and shall contain, after the enacting clause, a declaration stating that an emergency exists and describing it in clear and specific terms. An emergency ordinance may be adopted with or without amendment or rejected at the meeting at which it is introduced, but two-thirds majority vote of the councilors present shall be required for adoption.

After its adoption the ordinance shall be published and printed as prescribed for other adopted ordinances. It shall become effective upon adoption. Every emergency ordinance, except one made pursuant to **§2.17(b)** of this Charter, shall automatically stand repealed as of the sixty first (61st) day following the date on which it was adopted, but this shall not prevent reenactment of the ordinance in the manner specified in this section if the emergency still exists. An emergency ordinance may also be repealed by adoption of a repealing ordinance in the same manner specified in this section for adoption of emergency ordinances.

§2.16 (reserved)

§2.17 **Authentication and Recording; Codification; Printing of Ordinances and Resolutions.**

(a) **Authentication and Recording.** All ordinances, including any amendments thereto, shall be recorded in full, uniformly and permanently, by the Clerk, and each ordinance so recorded shall be authenticated by affixing the signatures of the Council Chair and the Clerk and the Town Seal, and kept on file in the office of the Clerk. The Clerk shall be responsible for the systematic indexing, printing, publication and maintenance of the ordinances of the Town. Copies of all ordinances shall be available to the public, and the Clerk may charge a fee to defray the printing costs.

(b) **Codification.** The Council, not later than eighteen (18) months after taking office under this Charter and at least every tenth year thereafter, shall have prepared a revision or codification of the ordinances of the Town which are appropriate for continuation as local laws of the Town.

(c) (reserved)

Article III TOWN MANAGER

§3.01 Appointment; Qualifications; Compensation

The Council shall appoint a person especially qualified by experience and training, who receives the votes of at least four (4) of the Council, to be Manager. The Manager shall be appointed solely on the basis of qualification for that office, with special reference to education, training and previous experience in public or private office. The Manager need not be a resident of the Town or of the State of New Hampshire at the time of appointment, but may reside outside the Town while in office, only with the approval of four (4) members of the Council. The Manager shall devote full time to the office and shall not hold any other public office, elective or appointive, except as authorized by this Charter, nor engage in any other business or occupation unless with the approval of the majority of the Council.

During the budgetary process following the first anniversary of the Manager's service to the Town and during each subsequent budgetary process, the Council shall conduct an evaluation of the Manager's performance in office. After such evaluation, The Council shall determine whether the Manager's overall performance in office has been satisfactory or unsatisfactory. The Council shall also establish the Manager's compensation for the ensuing year

§3.02 Removal

The Manager may be reprimanded or removed by the affirmative vote of at least four (4) members of the Council as herein provided. At least thirty (30) days before the proposed reprimand or removal of the Manager, the Council shall adopt a resolution stating its intention to reprimand or remove him, the reasons therefor, and an effective date. A copy of the resolution shall be served forthwith on the Manager, who may, within ten (10) days, demand a public hearing, in which event the Manager shall not be reprimanded or removed until such public hearing has been held.

Upon or after passage of a resolution of intent to remove, the Council may suspend the Manager from duty, but the Manager's pay shall continue until removal. In case of such suspension, the Council shall, by an affirmative vote, appoint an Acting Manager to serve at the pleasure of the Council for not more than one hundred twenty (120) days. The action of the Council in removing the Manager shall be final.

By a vote of at least four (4) Councilors, the Council may determine from credible medical or other evidence that the Manager is incapacitated and unable to perform any or all duties and the office may be declared vacant.

§3.03 **Acting Town Manager**

If the Manager is determined by a vote of at least four (4) members of the Council to be temporarily incapacitated or unable to act for any cause or the Council may determine that the office has become temporarily vacant, the Council shall, within thirty (30) days from such determination, appoint an Acting Manager in the same manner as in **§3.01** who shall serve for not more than one hundred twenty (120) days or such lesser time until the disability shall be relieved.

The Acting Manager shall have all the powers and perform all the duties of the Manager except to the extent that said powers and duties may be specifically restricted by Council resolution. Said Acting Manager shall be paid such salary for services hereunder as may be prescribed by the Council. The Acting Manager may be reappointed for an additional term of one hundred twenty (120) days.

§3.04 **Powers and Duties of the Town Manager**

The Manager shall be the chief administrative officer of the Town, shall supervise and be responsible for the administrative and financial affairs of the Town and shall carry out the policies enacted by the Council. The Manager shall be charged with the preservation of the health, safety and welfare of persons and property and shall see to the enforcement of the ordinances of the Town, this Charter and general State Laws governing administration of the Town. The Manager shall:

(a) Except as otherwise provided by this Charter, the Manager shall appoint upon merit and fitness alone, and may remove all officers and employees of the Town subject to the provisions of pertinent statutes and the Administrative Code. Appointment of officers and employees who report directly to the Manager shall be subject to confirmation by majority vote of the Council.

(b) Supervise and direct the administration of the Town departments and personnel therein.

(c) The Manager shall fix the compensation of all town officers and employees appointed by the Manager with the limits established by existing appropriations. The Manager shall certify that employees of the Town and their compensation comply with approved pay rates.

(d) The Manager shall have the power to appoint and remove, subject to the provisions of this Charter, all town department heads. Such appointments shall be on merit and fitness alone and with confirmation of the Council. The Manager, for just cause, may suspend or dismiss department heads or take other appropriate disciplinary action. Said suspension, dismissal or other disciplinary action shall be effected only upon the Manager's presentation to the department head of a written specification of the reasons therefor at least ten (10) days before said action is taken. The said department head involved may, within five (5) days, demand a hearing before the Council, in which event the department head shall not be removed until such hearing has been held. The Manager may, however, suspend said department head from duty during said period, with or without pay. Such hearing shall be either private or public, as allowed under State Law, at the aggrieved party's request. The Council, by a vote of four (4) members may override the Manager's decision.

(e) The Manager may prepare and submit to the Council for its approval proposed reorganization plans which may, subject to applicable law and this Charter, reorganize, consolidate or abolish any Town agency in whole or in part, or establish new Town agencies as are deemed necessary or expedient. Such reorganization plans shall be accompanied by explanatory messages when submitted.

(f) The Manager shall have full jurisdiction over the rental and use of all Town facilities under the Manager's control. The Manager shall be responsible for the maintenance and repair of all Town property under the Manager's control, within the limits of existing appropriation. The Manager shall keep a full and complete inventory of all property of the Town, both real and personal.

(g) The Manager shall be responsible for purchasing all supplies, material and equipment for all departments and activities of the Town.

(h) The Manager shall keep the Council informed of the needs of the Town and make such reports and recommendations as the Manager may deem advisable or as the Council, as provided by this Charter or by ordinance, shall direct.

(i) The Manager shall be responsible for the collection, accounting deposit and periodic reporting of all town revenues and expenditures in a secure and business-like manner in accordance with generally accepted accounting practices and proper internal controls.

(j) The Manager shall have the right to take part in the discussion of all matters before the Council, but not the right to vote.

(k) The Manager shall have and perform such other powers and duties not inconsistent with the provisions of this Charter as now are, or may be, conferred or imposed upon the Manager by ordinance, or by State Law. The Manager shall attend all meetings of the Council unless excused by the Council.

Article IV DEPARTMENTS, OFFICES, AND AGENCIES

§4.01 General Provisions

(a) **Creation of Departments.** The Town shall have departments, divisions, boards or committees as may be established by this Charter or as the Council may establish by Ordinance. It shall be the duty of the manager to draft and to submit to the Council within nine (9) months after assuming office, an ordinance consistent with this Charter to be titled as the "Administrative Code", which provides for the division of the administrative service of the Town into departments or agencies and define the functions and duties of each. The Council may, by amendment to the Administrative Code Ordinance, create, consolidate or abolish departments or agencies and define or alter their functions and duties.

(b) **Direction by Town Manager.** The head of each department or agency established by the Administrative Code shall have and exercise supervision and control of that department or agency and the employees therein, subject to the authority of the Manager, and shall have the power to prescribe rules and regulations not inconsistent with general law, this Charter, the Administrative Code and the rules and regulations of the Personnel Plan; provided that the Manager shall establish a progressive disciplinary code for all departments and agencies which shall be included under the Personnel Plan. A copy of all departmental rules and regulations shall be on file in the office of the Clerk and appropriate departments.

§4.02 **Personnel System**

Manager shall set rules and regulations and establish a system of personnel administration known as the "Personnel Plan". The Personnel Plan shall include provisions with regard to classification, compensation, selection, training, promotion, grievances, discipline, vacations, retirement and any other matters necessary to the maintenance of efficient service and proper working conditions.

§4.03 **Town Attorney**

The Council shall engage as needed such attorneys as are deemed in the best interest of the town to provide legal advice to the Council, Manager, town departments, and other or agencies and represent the Town in any legal proceeding, criminal prosecutions, and traffic violations. Such attorneys shall, on Council direction, perform any other duties prescribed by this Charter or by ordinance.

§4.04 **Land Use, Development, and Environmental Planning**

(a) **Ordinances.** All land use regulations and ordinances, including the adoption of the zoning ordinances and amendments by referendum, must be adopted pursuant to State Law.

(b) **Planning Board.** There shall be a Planning Board, whose powers and duties are provided by State Law. The Planning Board shall consist of nine (9) members, of whom six (6) are appointed and three (3) are ex officio. The six (6) appointed members shall be appointed by the Council for terms of three (3) years, except that initial appointments shall be staggered so that no more that two (2) appointed members shall have terms that expire in a single year. The three (3) ex officio members shall consist of the Manager, or his/her designee, an administrative officer of the Town designated by the Manager, and a Councilor designated by the Council for a one year term. There shall also be three (3) alternate appointed members appointed in the same way as regular appointed members, except no more than one alternate appointed member's term shall expire in a single year.

(c) **Conservation Commission.** There shall be a Conservation Commission consisting of seven (7) members as provided by state statute. Seven (7) of these members shall be appointed by the Council for terms of three (3) years, such terms to be staggered.

(d) **Judicial Board.** There shall be a Zoning Board of Adjustment appointed by the Council, consisting of five (5) members each serving a three (3) year term and three (3) alternates each serving a three (3) year term. Such terms shall be staggered. The Zoning Board of Adjustment shall have all the powers granted to such boards under State Law.

§4.05 **Other Administrative Committees**

Other administrative boards and committees may be established as necessary by the Council.

§4.06 **Boards, Committees, and Commissions**

(a) **Organization.** Each committee shall determine its own rules and order of business unless otherwise provided by the Charter or by law. The agenda and minutes shall be kept as required by State Law, as amended. A chair and secretary shall be elected annually in accord with the committee's rules of procedure.

(b) **Meetings and Notice.** All properly constituted authorities, boards, commissions, committees or other municipal bodies (hereafter called committees) of the Town whether elected or appointed or otherwise constituted, shall meet regularly at such times and public places within the Town as they may prescribe. Except in emergencies, special meetings of these committees shall be held on the call of the respective chair or by one-third of the members thereof by written notice delivered to the residence or place of business of each member at least forty-eight (48) hours in advance of the time set. A copy of the said notice shall also be posted on the Town bulletin board(s). Except in cases of emergency otherwise authorized by the State Law, all meetings of these committees shall be open and public; however, these committees may meet in a closed or executive session as permitted by State Law, as amended.

(c) **Quorum.** A majority of the members of a committee shall constitute a quorum, but a smaller number may adjourn from time to time until a quorum is achieved. No other action taken by a number of members smaller than the quorum shall be valid or binding.

(d) **Vacancies.** Except as expressly prohibited by State Law, the Council shall adopt rules of attendance and forfeiture of office for all Town appointed boards and commissions. Unless otherwise specified in this Charter or as otherwise provided by State Law, in the event of a vacancy in an appointed office, board or commission, the Council shall fill that vacancy for the balance of the unexpired term.

(e) **Committee Review.** At least annually, and more often if town affairs require, the Council shall meet with the chairs of all town committees to review significant actions taken by the committees, projects currently under discussion, and anticipated activity for the coming year.

(f) **Record Keeping.** A copy of all rules and regulations adopted by any Town agency, board, commission or individual shall be filed in the office of the Clerk and made available for review by any person who requests such information.

(g) **Effect on Council.** The provisions of **§4.06** shall not apply to the Council to the extent that they are inconsistent with other provisions of this Charter.

§4.07 **Reorganization Plans**

Except for those agencies established by this Charter or as otherwise prohibited by State Law, the Council may reorganize, consolidate, or abolish any existing Town agency in whole or in part; establish new Town agencies and prescribe the functions of any Town agencies; provided that such action shall not eliminate the statutory duties of Town officials.

Article V FINANCIAL MANAGEMENT

§5.01 **Fiscal Year**

The fiscal and budget year of the Town shall begin on the first (1st) day of July and end on the thirtieth (30th) day of June.

§5.02 **Submission of Budget and Budget Message**

At such time as may be requested by the Manager or specified by the Administrative Code, each officer or director of a department shall submit an itemized estimate of the expenditures for the next fiscal year for the departments or activities under his control to the Manager. The Manager shall, based on these estimates and other data, prepare a recommended budget which shall, together with these department estimates, be submitted to the Council on such date as the Council shall establish. The Council shall review the budget for the following fiscal year and make such modifications and amendments as it desires.

§5.03 (reserved)

§5.04 (reserved)

§5.05 **Action on Budget**

(a) **Notice and Hearings.** The Council shall hold in convenient places as many public hearings on the budget as it deems necessary, but at least two public hearings on the budget shall be scheduled on dates consistent with those specified in the Municipal Budget Act before its final adoption by the Official Ballot Session of the Budgetary Town Meeting, held on the second Tuesday in March at such place, convenient to the public, as the Council shall direct. Notice of such public hearing, The Deliberative Session of the Budgetary Town Meeting and Official Ballot Session of the Budgetary Town Meeting, together with a copy of the budget as submitted, shall be posted in two public places. A copy of the budget shall be available to the public at the office of the Clerk during regular business hours. In addition, notice of such public hearing, The Deliberative Session of the Budgetary Town Meeting and Official Ballot Session of the Town Meeting shall be published in a newspaper of general circulation in the Town at least one week prior to said meeting by the Clerk.

(b) **Budgetary Town Meeting.** The warrant for the annual meeting shall prescribe the place, day and hour of the Deliberative and Official Ballot sessions of the Budgetary Town meeting, and notice shall be given in accordance with State Law.

(1) **Deliberative Session.** The Deliberative session of the annual meeting shall be held between the first and second Saturdays following the last Monday in January, inclusive of those Saturdays and consist of explanation, discussion, and debate of each warrant article. A vote to restrict reconsideration shall be deemed to prohibit any further action on the restricted article until the official ballot session. Warrant articles may be amended at the deliberative session, subject to the following limitations:

- a) Warrant articles whose wording is prescribed by law shall not be amended.
- b) Warrant articles that are amended shall be placed on the official ballot for a final vote on the main motion, as amended.

(2) **Preparation of the Ballot.** The clerk of the Town shall prepare an official ballot, which may be separate from the official ballot used to elect officers, for bonds or notes articles and all warrant articles to be voted on by official ballot. All votes of the Town Council and Advisory Budget Committee shall be recorded votes and the numerical tally of any such vote shall be printed in the town warrant next to the affected warrant article.

(3) **Official Ballot Session of the Annual Budgetary Town Meeting.** The official session of the annual meeting, which shall be for the election of officers, and to vote on bonds or notes articles, and all warrant articles from the deliberative session on official ballot shall be held on the second Tuesday in March. Bonds or notes shall require a 3/5 (or 60%) majority for passage. In addition to acting on warrant articles, voters shall choose between the proposed Operating Budget as may be amended during the Deliberative Session, and the Default Budget, which shall be calculated as described in **§5.05(a)(3)(b)** below. In the event that the proposed Operating Budget and Default Budget receive an equal number of votes, the Default Budget shall be considered approved.

- a) "Operating Budget" means "budget" as defined in RSA 32:3, III exclusive of "special warrant articles" and exclusive of all other appropriations voted separately.

- b) “Default Budget” means the amount calculated by starting with the amount of the appropriations contained in the operating budget authorized for the previous fiscal year, reduced and increased as the case may be by: 1) debt service, 2) contracts previously incurred, 3) salary and other related employee costs (benefits, taxes) previously incurred, and 4) other obligations previously incurred or mandated by law, and reduced by one-time expenditures contained in the operating budget. For the purposes of this paragraph, one-time expenditures shall be appropriations not likely to recur in the succeeding budget, as determined by the Town Council. Instead of being an actual budget, the “Default Budget” is the amount that will be raised if the proposed Operating Budget is defeated. If the Default Budget is adopted because of the defeat of the proposed Operating Budget, the amount raised and appropriated may be expended for any purpose contained in the defeated proposed Operating Budget. The total amount available for expenditure when operating under the Default Budget will not exceed the default amount plus the amount appropriated by separate and special warrant articles except as otherwise provided by laws such as, but not limited to, RSA 32:9-11. The Default Budget may be amended by the Town Council based on relevant new information at any time before ballots are printed.
- c) For the purposes of this **§5.05(a)(3)(b)**, “previously incurred” means on or before the Deliberative Session at which the default budget is presented to voters.

(4) Voting at Official Ballot Session. Voters at the official ballot session shall follow the procedures set forth in State Law including all requirements pertaining to absentee voting, polling place, and polling hours. Votes taken on the official ballot shall be subject to recount as set forth in State Law. Votes taken on bonds or notes at the official ballot session shall not be reconsidered, except by warrant article at a subsequent annual or special meeting.

(c) **Special Meetings.** The warrant for any special meeting shall prescribe the date, place, and hour for both a deliberative session and official ballot session, if required. The deliberative and official ballot sessions shall conform to state Statutes and applicable provisions of this Charter.

§5.06 (reserved)

§5.07 **Amendments after Adoption**

(a) (reserved)

(b) **Emergency Appropriations.** The Council may make emergency expenditures in accordance with the provisions of the Municipal Budget Law, RSA Chapter 32, as the same may be amended from time to time.

(c) (reserved)

(d) (reserved)

(e) **Lapse of Appropriations.** All appropriations shall lapse at the end of the fiscal year and any unexpended portion thereof shall not be expended without further appropriation, except as provided in RSA 32:7 as the same may be amended from time to time.

§5.08 (reserved)

§5.09 **Capital Program**

(a) **Capital Improvements Program Committee.**

(1) **Composition and Staffing.** In accordance with RSA 674:5, there is established a Capital Improvements Program Committee consisting of an odd number of voting members and comprised as follows:

- One (1) member named and appointed by and from the Town Council;
- One (1) member named and nominated by and from the School Board;
- One (1) member named and nominated by and from the Budget Committee;

- Two (2) members named and nominated by and from the Planning Board;

Pursuant to RSA 674:5, the Town Council is required to approve nominations to the Committee; should the nominating body fail to nominate a member within thirty (30) days of a vacancy or expiration of a term, the Council shall appoint an individual knowledgeable in that particular field.

The following staff members shall provide on-going support to the Committee's efforts as determined and required by the Committee: (Other staff shall provide information and support to the process as requested by the Planning Board.)

- The Town's Chief Financial Officer
- The School District's Chief Financial Officer
- The Town Planner

(2) **Procedure.** The Capital Planning Improvements Program Committee shall meet not less than six times per year to fulfill its charge as set forth by RSA 674:5-8, the provisions of this Section and as directed by the Planning Board. The Committee shall review the recommendations of the Master Plan and prepare a Capital Improvements Plan, which Plan shall consist of:

- a) A list and recommended prioritization of all capital improvements, including major replacements which are proposed to be undertaken over a period of at least the next six (6) fiscal years, including, but not limited to; equipment, sewer and water mains or facilities, roads, sidewalks, bicycle paths or lanes, public open spaces, recreation lands, school buildings, new police and/or fire stations and other public facilities and major items of equipment, with appropriate supporting information at the necessity for such improvements. Capital Improvements shall be further defined as community improvements which are typically required to provide a public benefit or purpose; **and**
- b) Cost estimates, methods of financing, and recommended time schedule for each such improvement; and

- c) The estimated annual costs of operating and maintaining the facilities to be replaced, constructed, or acquired.

(3) **Submission of the Plan.** The Capital Improvements Program Committee shall submit a Capital Improvements Plan to the Planning Board, which shall hold a public hearing on the proposed Plan. After the public hearing, the Planning Board shall finalize its recommendations, adopt a plan and forward the plan to the Council and the School Board for consideration and action as the Council and School Board shall direct.

§5.10 Town Action on Capital Program

The Capital Improvements Program Committee shall submit a Capital Improvements Plan to the Planning Board, which shall hold a public hearing on the proposed Plan. After the public hearing, the Planning Board shall finalize its recommendations, adopt a plan and forward the plan to the Council and the School Board for consideration and action as the Council and School Board shall direct.

§5.11 (reserved)

§5.12 (reserved)

§5.13 Treasurer

There shall be a Town Treasurer (hereinafter called "Treasurer") who shall have all the powers and duties granted by this Charter and State Law. The Treasurer shall be elected on an at-large basis to a term of three (3) years at the Town Election. Vacancies in the office of Treasurer shall be filled pursuant to State Law. The Treasurer, in making investments of Town funds, shall follow the written investment policy pursuant to State Law.

§5.14 Advisory Budget Committee

There shall be an Advisory Budget Committee elected on an at-large basis to staggered three (3) year terms, to consist of seven (7) members.

Article VI ELECTIONS

§6.01 Town Elections

(a) **Regular Elections.** The election officers, whose duty it is to conduct regular elections, shall use a Non-Partisan Official Ballot System as detailed in the election laws of the State of New Hampshire, on the second Tuesday in March to choose Councilors and such other officials as specified by this Charter, each of whom shall be elected by the voters of the entire town.

(b) **Registered Voter Defined.** The election laws of the State of New Hampshire shall govern voter qualifications.

(c) **Election Officers.**

(1) **Moderator.** There shall be a Moderator of the Town who shall have all the powers and duties granted by this Charter and State Law. The Moderator shall be elected on an at large basis to a term of two (2) years at the Town election. Without limitation to the foregoing, for election purposes, the Moderator shall have the power to appoint all election officials except those which must be elected or otherwise appointed. The Moderator shall determine whether all ballots from all polling places are to be counted in one or more locations. Vacancies in the office of moderator shall be filled pursuant to State Law.

(2) **Supervisors of the Checklist.** There shall be three (3) Supervisors of the Checklist who shall hold office for six (6) years (and until their successors are elected and qualified) on a staggered basis so that one Supervisor is elected at each odd year Town election. Vacancies in the Supervisors of the Checklist shall be filled pursuant to State Law. The person so appointed shall hold office until the vacancy for the unexpired term is filled at the next Town election. The Supervisors of the Checklist shall have such powers and duties as are specified under New Hampshire law. The Supervisors shall elect a chair for a term of two (2) years.

(3) **Town Clerk.** There shall be a Town Clerk who shall have all the powers and duties granted by the Charter and State Law. The Clerk shall be elected on an at-large basis to a term of three (3) years at the Town Election. Vacancies in the office of the Clerk shall be filled pursuant to State Law.

(4) **Board.** The Supervisors of the Checklist, the Moderator and the Town Clerk shall constitute the Board of Election Officers. The Moderator shall be Chair. The Town Clerk shall serve as the Clerk of the Board.

(d) **Conduct of Elections.** At all Town elections the polls shall be open not less than eleven (11) hours and may be open not earlier than six o'clock in the forenoon of the day of the election, nor later than eight o'clock in the forenoon of the day of the election, nor closed earlier than seven in the evening. The Council shall determine the hours at least thirty (30) days prior to the election.

(e) **Ballots.** The Clerk shall prepare separate ballots to be used at all local referenda and at elections at which Town officers are chosen. The ballots shall contain in appropriate sections the names of all candidates, listed in such order as prescribed by State Law, without party designation. Below the list of names of the candidates of each office there shall be as many blank spaces as there are offices to be filled at the election. No titles, military, professional or otherwise, shall accompany the name of any candidate on the ballot. All the ballots cast at each election shall be preserved, maintained and sealed as required by the election laws of the State of New Hampshire.

(f) **Contested Elections.** Contested Elections shall be resolved in accordance with the State Law. Tied elections for any elected office shall be determined by lot in a manner as decided by the Clerk in the presence of the tied candidates. If two or more proposed measures passed at the same election contain conflicting provisions, only the one receiving the greater number of affirmative votes shall take effect.

(g) **Beginning of Term.** Unless otherwise set forth in this Charter all elected officials in the Town shall take office within 10 days following their election and shall hold office until their successors are elected and qualified.

(h) **Vacancies.** Unless otherwise specified in this Charter, or as otherwise provided by State Law, in the event of a vacancy in an elected office, board or commission of the Town, the Council shall fill that vacancy by appointment, such appointment to continue until the next Town election.

§6.02 **Districts**

The Council shall specify the polling places of the Town.

§6.03 (reserved)

§6.04 **Initiative, Referendum, and Recall**

(a) **Initiative.**

- (1) **General Authority.** The registered voters of the Town shall have the power to propose ordinances to the Council.
- (2) **Number of Signatures.** The petition shall be addressed to the Council, shall contain a request for passage of a particular measure set forth in the petition and shall be signed by not less than one percent (1%) of the registered voters.
- (3) **Form and Content.** The initiative petition shall include the personal signature and legible name and address of each registered voter and shall be filed with the Clerk as one instrument of endorsement.
- (4) **Certificate of Clerk.** The Clerk shall verify the number of registered voters signing the petition and shall attach thereto a certificate showing the result of such examination. Within seven (7) days, the Clerk shall transmit the petition and certificate to the Council and shall send a copy of the certificate to the first signer of the petition.
- (5) **Council Review.** The petition shall be considered valid following certification unless written objection regarding the number of signatures certified is made by a voter no more than seven (7) days after the certificate has been issued. The validity of any such objection shall be determined by the Council.

(6) **Action on Petitions.** The Council shall hold a public hearing and act, by taking a vote, on the merits of every initiative petition which concerns a matter in which the Town is empowered to act.

The Council shall hold a public hearing within 30 days of the date of certification of any measure proposed in any petition signed by one percent (1%) of the registered voters, unless a question of its legality is raised by a member of the Council. If a question of legality is raised by any councilor, the measure shall be referred to a Town attorney for review. If the measure proposed may be lawfully passed by the Council, the public hearing shall be scheduled within 30 days of the date of the attorney's opinion. If the measure may not be lawfully passed by the Council, it shall be returned to the petitioners with an explanation.

The Clerk shall mail notice of the hearing to ten (10) petitioners whose names appear first on each petition at least seven (7) days prior to the hearing. Notice by publication of a summary of contents of the petition at least seven (7) days prior to all such hearings shall also be made, and shall be at public expense. Hearings on two or more petitions filed under this section and addressing different substantive issues may be held at the same place and time. No hearing shall be held upon more than one petition containing the same subject matter in any given twelve (12) month period.

(7) **Effect.** Following the public hearing, the Council may pass said measure without alteration **or** deny said measure and refer petitioners to procedures referenced in **§6.04(b)**.

(8) Notwithstanding the provisions of **§6.04(a)**, the voters of the Town shall retain the rights and privileges set forth in RSA 39:3.

(b) Referendum.

(1) **General Authority.** The registered voters of the Town shall have the power to require reconsideration by the Council of any adopted ordinance.

(2) **Time for Filing Referendum Petitions.** Referendum Petitions must be filed with the Town Clerk within thirty (30) days after action by the Council on any measure or any part thereof sought to be reconsidered.

- (3) **Number of Signatures.** Referendum petitions must be signed by at least five percent (5%) of the registered voters of the Town.
- (4) **Form and Content; Certificate of Clerk; Council Review.** The procedures of **§6.04(a)** shall apply to referendum petitions.
- (5) **Suspension of Effect of Ordinance.** When a referendum petition is filed with the Clerk, the measure or part thereof sought to be reconsidered shall be suspended from taking effect. Such suspension shall terminate when there is a final determination of insufficiency of the petition, or the filers of the petition withdraw it.
- (6) **Action on Petitions.** When a referendum petition has been finally determined sufficient, the Council shall submit the referred measure or part thereof protested to the voters of the Town at a special election to be held on a date fixed by the Council. Such special election shall be held no less than thirty (30) nor more than ninety (90) days after the date of the certificate heretofore mentioned; provided that if any election is to occur within one hundred twenty (120) days after the date of said certificate, the Council may, at its discretion, omit the calling of a special election and submit the referred measure or part thereof to the voters at such approaching election. The ballot used when voting upon a proposed measure Under this section shall state the nature of the referred measure or part thereof protested in terms sufficient to show its substance.
- (7) Notwithstanding any other provisions of this Charter, **§6.04(b)** shall not apply to **Article V** of this Charter of any actions taken pursuant thereto.

(c) **Recall.**

- (1) **General Authority.** Any individual elected official who has completed at least six months of his term of office or has more than six months of his term remaining may be recalled therefrom by the voters.

A separate recall petition shall be required for each elected official who is the subject of a recall; and, each said official's recall shall be voted on as a separate question at the recall election.

- (2) **Commencement of Proceeding.** Ten percent (10%) of the registered voters of the Town may file a request for a recall petition with the Clerk. This request shall include the name of the officer and the grounds for which the recall is sought together with the signature and a legible name and address of each voter. The Clerk shall verify the names of the voters and promptly issue blank petitions for recall.
- (3) **Form and Content.** Each petition shall be addressed to the Council, be dated, include the grounds for recall as stated in the request, the name of the voter to whom it is issued, the signature of the Clerk, and the Town Seal.
- (4) **Number of Signatures and Time for Filing.** The recall petitions bearing the signatures and legible names and addresses of at least twenty five percent (25%) of the registered voters of the Town shall be returned to the Clerk within twenty (20) days.
- (5) **Certificate of Clerk.** The Clerk shall promptly certify the number of voters who signed the petitions. If the petitions are certified to be sufficient by the Town Clerk, the Clerk shall submit them to the Council together with the Clerk's certification.
- (6) **Action on Petitions.** The Council shall forthwith give written notice of the petition and certification to the officer whose recall is sought. If this officer does not resign within five days after delivery of this notice, the Council shall order a recall election to be held no less than thirty (30) days nor more than sixty (60) days after the date the Clerk certified the petitions. If, however, any other town election is scheduled within ninety (90) days of the date of the certification, the Council shall hold the recall election on the same date as the other town election.
- (7) **Results of Election.** The filing of candidates and the conduct of the election shall be in accordance with the provisions of this Charter and the election laws of the State of New Hampshire. The proposition on the ballot shall be "For the recall of" or "Against the recall of (name ofofficer)." If the incumbent is not recalled he/she shall continue in office for the remainder of his/her unexpired term and may not again during that term be subject to recall. If he/she is recalled he/she shall be deemed removed from office on the day after the certification of the recall election and the vacancy filled as provided by this Charter.

§6.05 Submission of Proposed Measures to Voters

The Council of its own motion may submit any measure or proposition for repeal or amendment of a measure to the voters at any regular or special town election.

§6.06 Display of Local Campaign Materials at Polling Place

Persons as candidates for elected office or as representing or working for a candidate for office or promoting a petition, resolution, referendum or measure on the ballot may not solicit votes, display, exhibit or distribute any campaign materials in violation of local ordinances or state statutes. The Moderator shall exercise the powers under State Law relative to the conduct of elections, distribution of campaign materials and electioneering within the polling place.

§6.07 Notice of Election or Appointment

Written notice of the election or appointment to any Town office or board shall be mailed to the individual involved by the Manager, within three (3) clear days after the appointment is made or the results of any vote are certified by the Board of Election Officers to the Council.

§6.08 Certificate of Election and Appointment

Except as otherwise provided by law, before performing any act under this election or appointment, each person elected shall take and subscribe to an oath to qualify him to enter upon the duties of office. A record of the taking of such oath shall be made by the Clerk. Any oath required by this section may be administered by any officer authorized by law to administer oaths.

§6.09 Election to Multiple Offices

Any person elected to a town office, or trusteeship while presently holding membership in another such Town office, board, commission, or trusteeship shall immediately forfeit that office held prior to such election.

Article VII (reserved)

Article VIII GENERAL PROVISIONS

§8.01 Conflicts of Interest

Any elected or appointed officer or employee of the Town who has a financial interest, direct or indirect, in any planned or existing contract, job, work or service to be performed for the Town or voluntary sale to the Town of any land, materials, supplies, equipment or other property shall make full disclosure of such interest to the Council and Manager prior to the Town's deliberating on any such matter or transaction. The person so financially interested in such matters or transactions shall not vote or advise on or otherwise participate in the Town's and Council's consideration of such matter or transaction.

No elected or appointed officer or employee of the Town shall take part in a decision concerning the business of the Town in which that officer or employee or a member of his/her family, directly or indirectly, has a financial or other gainful interest which may affect his/her vote in favor of or against that business, aside from his/her salary as such officer or employee, greater than any other citizen or taxpayer. For the purposes of this section, the word "family" shall mean and individual's lineal ascendants, lineal descendants, siblings and offspring an individual's spouse, the spouse's lineal ascendants, lineal descendants, siblings and offspring.

§8.02 **Prohibitions**

(a) No person shall be appointed to or removed from, or in any way favored or discriminated against with respect to, any Town position or appointed Town administrative office because of age, race, sex, political or religious opinions or affiliations.

(b) No person who seeks appointment or promotion with respect to any Town position or appointed Town administrative office shall directly or indirectly give, render or pay any money, service or other valuable thing to any person for or in connection with his test, appointment, proposed appointment, promotion or proposed promotion.

(c) No elected or appointed officer or employee of the Town shall solicit or accept any gift or gratuity which could, in any manner, be construed to affect or influence the performance of his official duties.

(d) No elected or appointed officer or employee of the Town shall collect any fees, salaries or other payments in connection with official duties for personal use, except as provided for by ordinance or State Law.

(e) No person who runs for Town office shall orally, by letter, or otherwise, solicit or assist in soliciting any assessment, subscription or contribution for any political party or political purpose whatever from any person holding any compensated appointed Town position.

(f) No elected or appointed officer or employee shall devote any Town property or labor to private use except as may be provided by authority of the Council.

(g) No person shall willfully make any false statement, certificate, mark, rating or report in regard to any test, certification or appointment.

(h) No elected or appointed officer or employee of the Town shall utilize or dispense information gained through said office or employment for personal profit or another's personal profit.

(i) No employee of the town shall be eligible to serve as a Councilor.

(j) Except as otherwise provided by this Charter, no department head nor regular employee of the town shall be appointed to a town office, board, or commission.

(k) The Zoning Board of Adjustment shall not have any members who also serve on the Planning Board, Conservation Commission or Historic District Commission.

(l) Any person while holding a town office, convicted of a Class A Felony in New Hampshire or its equivalent under the law of any other state or federal law shall forfeit such office.

§8.03 (reserved)

§8.04 **Penalties**

All willful violations of provisions of this Charter, unless otherwise provided, are hereby declared to be misdemeanors, and all such violations and all violations of town ordinances for which no other punishment is provided shall be punishable by a fine in accord with state statutes.

§8.05 **Indemnification**

The Town shall undertake to indemnify and save harmless all its officers, officials, volunteers, boards, commissions and employees from personal loss and expense. Expenses may include reasonable legal fees and costs, if any, arising out of any claim, demand, suit or judgment by reason of negligent acts or omissions if the indemnified person was acting in the scope of his office or employment and in good faith in accord with the provisions of State Law.

Article IX CHARTER AMENDMENT

§9.01 Proposal of Amendment

Amendments to this Charter may be initiated either by the Council or by initiative petition, public hearing, and voter election pursuant to State Law. All amendments to this Charter shall be authenticated by the Council and shall be filed with and remain a part of the official Charter.

§9.02 (reserved)

§9.03 (reserved)

Article X TRANSITION AND SEVERABILITY

§10.01 Separability Clause

The sections of this Charter and the parts hereof are separable. If any portion or section of this Charter or the application thereof to any person or circumstance shall be held invalid by a court or competent jurisdiction, the remainder of the Charter shall not be affected thereby. If a clause, portion of or section of this Charter is so held invalid, then the applicable provisions of State Law, if any shall govern.

§10.02 Specific Provisions to Prevail

To the extent that any specific provision contained in this Charter conflicts with any provision expressed in general terms the specific provision shall prevail.

TITLE III

TOWNS, CITIES, VILLAGE DISTRICTS, AND UNINCORPORATED PLACES

CHAPTER 49-B

HOME RULE-MUNICIPAL CHARTERS

Amendment of Municipal Charter

Section 49-B:5

49-B:5 Charter Amendments, Procedure. –

I. The municipal officers may determine that one or more amendments to the municipal charter are necessary and shall, by order, provide for notice and hearing on them. The notice of the hearing shall be published in a newspaper having general circulation in the municipality at least 7 days prior to the hearing, and shall contain the text of the proposed amendment and a brief explanation. The hearing shall be conducted by the municipal officers or a committee appointed by them. If substantive changes are made to the proposed amendment, a hearing on the modified amendment shall be held. Notice of the hearing and the conduct thereof shall be as provided in this paragraph.

(a) Within 7 days after the last public hearing, the municipal officers or the committee appointed by them shall file with the municipal clerk a report containing the proposed amendment. In the case of a report of an appointed committee, a copy shall be filed with the municipal officers.

(b) Within 7 days after receiving approval from the secretary of state, the attorney general, and the commissioner of the department of revenue administration under RSA 49-B:4-a, the municipal officers may order the proposed amendment to be placed on a ballot at the next regular municipal election. In the case of municipalities with biennial elections, the municipal officers may order amendments to be placed on the ballot at either the next regular municipal election or at a special municipal election that occurs not less than 60 days after the order.

(c) Each amendment shall be limited to a single subject, but more than one section of the charter may be amended as long as it is germane to that subject.

(d) Alternative statements of a single amendment are prohibited.

II. On the written petition of a number of voters equal to at least 15 percent of the number of ballots cast in a municipality at the last regular municipal election, but in no case fewer than 10 voters, the municipal officers shall, by order, provide that proposed amendments to the municipal charter be placed on a ballot in accordance with the procedures set out in paragraphs II-a through V:

(a) Each amendment shall be limited to a single subject but more than one section of the charter may be amended as long as it is germane to that subject.

(b) Alternative statements of a single amendment are prohibited.

II-a. The following procedure shall be used in the alternative method set out in paragraph II:

(a) Any 5 voters of the municipality may file with the municipal clerk an affidavit stating that they shall constitute a petitioners' committee. Such affidavit shall be signed by the members of such committee and an additional 20 voters of the municipality and shall include:

(1) The language of each proposed amendment.

(2) The names and addresses of the committee members.

(3) The address to which all notices to the committee are to be sent.

(b) Each signature on the affidavit required by subparagraph II-a(a) shall be included in the clerk's count of the number of signatures required by paragraph II unless a signatory has signed both the affidavit and the petition, in which case the signature shall be counted only once.

(c) Promptly after the affidavit is filed by the petitioners' committee, the clerk shall file a certified copy of the

affidavit, including the proposed amendment, for review of the proposed amendment in accordance with RSA 49-B:4-a. Promptly after receiving approval of the proposed amendment from the state officials under RSA 49-B:4-a, the clerk shall issue petition form blanks to the committee. The petition forms shall read substantially as follows: "Each of the undersigned voters respectfully requests the municipal officers to provide for the amendment(s) of the municipal charter as set out below. If more than one subject is included in a petition, each subject shall be addressed in a separate amendment".

III. (a) The petitioners' committee, or voters of the municipality designated by the committee, may circulate the petition and file it in proper form. Each signature affixed to a petition shall be in ink or other indelible instrument and shall be followed by the place of domicile of the voter with street and number, if any. No petition shall contain any party or political designation.

(b) The clerk shall note the date of each petition form issued and all petitions, unless sooner filed, shall become null and void for every purpose on the 120th day after the date of issue.

(c) Each petition form shall have printed on its back an affidavit to be executed by the circulator, stating that he personally circulated the paper, the number of signatures thereon, that all the signatures were affixed in his presence, that he believes them to be genuine signatures of the persons whose names they purport to be, that each signer has signed no more than one petition, and that each signer had an opportunity before signing to read the petition.

(d) Petition forms shall be assembled as one instrument and filed at one time with the clerk. The clerk shall note thereon the date of filing.

IV. Within 20 days after the petition is filed, the clerk shall complete a certificate as to its sufficiency, specifying, if it is insufficient, the particulars wherein it is defective, shall promptly send a copy of the certificate to the petitioners' committee by mail, and shall file a copy with the municipal officers.

(a) A petition certified insufficient for lack of the required number of valid signatures may be amended once if the petitioners' committee files a notice of intention to amend it with the clerk within 2 days after receiving the copy of his certificate. Within 10 days after the date of filing of the notice of intention, the committee may file a supplementary petition to correct the deficiencies in the original petition. Such supplementary petition shall in form and content comply with the requirements for an original petition under paragraph III.

(b) Within 5 days after the filing of a supplementary petition the clerk shall complete and file a certificate as to its sufficiency in the manner provided for in an original petition.

(c) When an original or supplementary petition has been certified insufficient, the committee may, within 2 days after receiving the copy of the clerk's certificate, file a request with the municipal officers for review. The municipal officers shall inspect the petitions and shall make due certificate thereof, copies of which shall be filed with the municipal clerk and mailed to the committee. The certificate of the municipal officers shall be a final determination of the sufficiency of the petitions.

(d) Any petitions finally determined to be insufficient shall be void. Such petitions shall be stamped void by the clerk and shall be sealed and retained by the clerk in the manner required for secret ballots.

V. (a) Within 10 days of receipt of a report that a petition is sufficient, the municipal officers shall by order provide for and issue notice of a public hearing on the proposed amendment. The notice of the hearing shall be published in a newspaper having general circulation in the municipality at least 7 days prior to the hearing, and shall contain the text of the proposed amendment and a brief explanation. The hearing shall be conducted by the municipal officers and no substantive changes may be made to the amendment.

(b) Within 7 days after the public hearing, the municipal officers shall file with the municipal clerk a report containing the proposed petitioned amendment and shall order the proposed amendment to be placed on the ballot at the next regular municipal election. In the case of municipalities with biennial elections, the municipal officers shall order the amendments to be placed on the ballot at either the next regular municipal election or at a special municipal election that occurs not less than 60 days after the date of the order.

Source. 1979, 241:1. 1988, 223:4, 5. 1991, 304:13. 1992, 96:2, 3. 1995, 53:2. 2005, 38:1. 2008, 230:1, 2, eff. Aug. 19, 2008. 2014, 292:2, eff. Sept. 30, 2014. 2016, 224:1-5, eff. Aug. 8, 2016.



Town of Londonderry, New Hampshire

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ORDER 2026-02

An Order Relative to

MOVING PROPOSED CHARTER AMENDMENTS 1 AND 2 TO THE MARCH 10, 2026 BALLOT

WHEREAS the Londonderry Town Council held public hearing on two proposed amendments to the Town Charter on October 20, 2025; and

WHEREAS the Town's legal counsel affirmed the legality of said amendments; and

WHEREAS the Town has complied with all relevant provisions of RSA 49-B, including submitting the proposed amendments to the New Hampshire Attorney General, Department of Revenue Administration, and Secretary of State for approval; and

WHEREAS the Town received notice of no objection on the proposed amendments from the NH Attorney General's office on January 8, 2026, within seven days of which the Town Council may order the amendments placed on the ballot for the next regular municipal election in compliance with RSA 49-B:5 (l)b.

NOW THEREFORE BE IT ORDERED by the Town Council of the Town of Londonderry that the two proposed charter amendments be placed on the ballot for the March 10, 2026 municipal election.

Ron Dunn – Chair
Town Council

Sharon Farrell – Town Clerk

PASSED AND ADOPTED by the Londonderry Town Council this 12th day of January 2026.