

**Kim Alan Bernard**  
Acting Town Manager

**Kellie Caron**  
Assistant Town Manager



**Town Council**  
Chad Franz, Chair  
Ted Combes, Vice Chair  
John Farrell  
Ron Dunn  
Shawn Faber

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

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**Londonderry Town Council Meeting**

**Monday, March 3, 2025, 7:00 p.m., Moose Hill Council Chambers**

**A. CALL TO ORDER**

**B. PUBLIC COMMENT**

1. **Bring Back the Trades Skills Expo**  
*(Captain Patrick Cheetham, Londonderry Police Department)*

**C. TOWN MANAGER UPDATE**

**D. PUBLIC HEARINGS**

1. **Resolution 2025-02: Adoption of the Pettengill Road Area Tax Increment Financing (TIF) District**  
*(Kellie Caron, Assistant Town Manager / Director of Economic Development)*
2. **Ordinance 2025-01: Creating the Londonderry Commercial and Industrial Property Tax Incentive Program**  
*(Kellie Caron, Assistant Town Manager / Director of Economic Development)*

**E. NEW BUSINESS**

1. **Reappointment of Allison Parsons as Tax Collector**  
*(Kim Bernard, Acting Town Manager)*
2. **Amendment to Pre-Disaster Mitigation (PDM) Grant Period of Performance**  
*(Kellie Caron, Assistant Town Manager / Director of Economic Development)*

**F. OLD BUSINESS**

**G. APPROVAL OF MINUTES**

1. **February 18, 2025 Town Council Minutes**

## **H. OTHER BUSINESS**

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

## **I. ADJOURNMENT**

## **J. MEETING SCHEDULE**

1. March 11, 2025; Londonderry High School Gymnasium; 6:00 a.m. to 8:00 p.m.(Town Election)
2. March 17, 2025; Moose Hill Council Chambers; 7:00 p.m.
3. April 7, 2025; Moose Hill Council Chambers; 7:00 p.m.

*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.*



# Town of Londonderry, New Hampshire

268B Mammoth Road • Londonderry, NH 03053

(603) 432-1100 • londonderrynh.gov

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## RESOLUTION 2025-02

*A Resolution Relative to*

### **ADOPTION OF THE PETTENGILL ROAD AREA TAX INCREMENT FINANCING (TIF) DISTRICT**

**WHEREAS** having adopted **RSA Chapter 162-K** and having found that the construction of additional public infrastructure in this District will serve Public Purposes, the Town of Londonderry establishes the Pettengill Road Area TIF District upon passage of this resolution, in accordance with **RSA 162-K:3**. The District Boundaries are represented on Exhibit A attached as part of this Resolution; and,

**WHEREAS** in accordance with **RSA 162-K:4 Hearing**, the Town represents that it has held a public hearing on March 3, 2025 as required, and has offered to meet with the Londonderry School Board and County Commissioners as required by **RSA 162-K:9**; and,

**WHEREAS** in accordance with **RSA 162-K:5 - Limitations**, the Town finds that the District now adopted conforms with the following requirements:

1. The District is less than five (5) percent of the total acreage of the municipality and is less than a total of 10 percent with any other District, there being no others at this time; and
2. The District is less than eight (8) percent of the total assessed value of the municipality, and less than sixteen (16) percent of the Districts for which bonds remain outstanding, there being no others at this time; and,

**WHEREAS** in accordance with **RSA 162-K:6 - Development Program and Tax Increment Financing Plan**, the Town adopts the Pettengill Road Area TIF Development Program, which contains a Financing Plan, attached as part of this Resolution, and finds that the proposed uses are permissible under the Town and **RSA 162-K** requirements; and

**WHEREAS** in accordance with **RSA 162-K:7 Grants and Other Sources of Financing**, the Town may seek public grants and other financial assistance for the advancement or construction of public infrastructure. The Town may establish other financing options, such as a Special Assessment District (RSA Chapter 49-C) and Economic Revitalization Zones (RSA 162-N), to enhance public benefits and to encourage private investment; and

**WHEREAS** in accordance with **RSA 162-K:8 Issuance of Bonds**, the Town may seek public authorizes the Town Manager to seek bonding options as they are presented in the Development Program and Financing Plan, and to find and recommend the best options available at that time to meet the Financing Plan goals, for consideration by the voters at the 2026 Town Meeting as a Warrant to Bond; and

**WHEREAS** in accordance with **RSA 162-K:9 Tax Increment Financing Plan**, the Town acknowledges and adopts the Pettengill Road Area Tax Increment Financing Plan, which is part of the attached Development Program, and finds that it meets the requirements of **RSA 162-K:9**; and

**WHEREAS** in accordance with **RSA 162-K:10 Computation of Tax Increments**, upon formation of the Pettengill Road Area TIF District, the Town assessors shall determine the current assessed value of the real property within the District, and thereafter comply with the annual requirements of **RSA 162-K:10**; and

**WHEREAS** in accordance with **RSA 162-K:11 Annual Report**, the Town shall prepare and distribute an annual report as required by this section and Town requirements; and

**WHEREAS** in accordance with **RSA 162-K:12 Maintenance and Operations** and **RSA 162-K:13 Administration**, the Town hereby appoints the Town Manager as the District Administrator, and provides for the District's operation and maintenance per the attached Financing Plan; and

**WHEREAS** in accordance with **RSA 162-K:14 Advisory Board**, the Town shall create by Town Council appointment, via a separate resolution, a qualified Advisory Board for the Pettengill Road Area TIF District within thirty (30) days of adoption of the Pettengill Road Area TIF District for the purpose of the requirements of RSA 162-K:14. Unless otherwise designated by vote of the Town Council, the Chair of the Advisory Board shall be the Town Manager; and

**WHEREAS** in accordance with **RSA 162-K:15 Relocation**, the Town does not foresee any displacement or relocation of persons as a result of this Resolution; and

**WHEREAS** the Pettengill Road Area TIF District will terminate upon action by the Town Council or when the public bonds are repaid.

***NOW THEREFORE BE IT RESOLVED*** by the Londonderry Town Council that pursuant to New Hampshire **RSA Chapter 162-K Municipal Economic Development and Revitalization Districts**, the Town of Londonderry hereby adopts the Pettengill Road Area TIF District, which shall be in place at the time of the passage of this resolution.

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Chad Franz – Chair  
Town Council

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Sharon Farrell – Town Clerk

***A TRUE COPY ATTEST:***  
03/03/2025



# Town of Londonderry, New Hampshire

268B Mammoth Road • Londonderry, NH 03053

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## ORDINANCE 2025-01

### *ADOPTING THE LONDONDERRY COMMERCIAL AND INDUSTRIAL TAX INCENTIVE PROGRAM*

**WHEREAS** RSA 72:81 permits a municipality to adopt a new construction property tax exemption (the "Incentive") for commercial or industrial uses, or both for the purpose of providing incentives to businesses to build, rebuild, modernize, or enlarge within the municipality; and

**WHEREAS** the Town Council believes it is in the public benefit to enhance the Town of Londonderry's commercial/industrial property tax base with respect to the economic activity, cultural and historic character, and sense of community that contribute to economic and social vitality; and

**WHEREAS** it is further declared to be a public benefit to encourage the rehabilitation of underutilized commercial/industrial structures in Londonderry as a means of encouraging growth of economic, residential, and municipal uses in accordance with RSA 9-B; and

**WHEREAS** short-term property assessment tax relief and a related covenant to protect the public benefit as provided under this article are considered to provide a demonstrated public benefit if the same encourages new construction, substantial rehabilitation and use of qualifying structures, or the replacement of a qualifying structure; and

**WHEREAS** the Town Council determines that it is in the public benefit to make the Program available town-wide; and

**WHEREAS** the Town Council affirms its intention that the Londonderry Commercial and Industrial Property Tax Incentive Program as set forth in Exhibit A attached hereto shall supersede any and all other Londonderry Commercial and Industrial Property Tax Incentive Programs previously adopted or otherwise in effect, all of which are hereby rescinded; and

**WHEREAS** pursuant to RSA 72:82, II, this Ordinance shall remain in effect until the earlier of: (A) its rescission by further action of the Town Council; or (B) the date which is twenty four (24) months after its adoption, provided, however, that for any application which has already been granted prior to rescission or expiration, as the case may be, the exemption shall continue to apply at the rate and for the duration in effect at the time it was granted.

***NOW THEREFORE BE IT ORDAINED*** by the Town Council of the Town of Londonderry that the Londonderry Commercial and Industrial Property Tax Incentive Program is hereby adopted as set forth in Exhibit A attached hereto.

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**Chad Franz – Chair  
Town Council**

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**Sharon Farrell – Town Clerk**

***A TRUE COPY ATTEST:***  
03/03/2025

## **LONDONDERRY COMMERCIAL AND INDUSTRIAL PROPERTY TAX INCENTIVE PROGRAM**

### **§ 1. Adoption of program.**

1.1 Pursuant to the authority granted by RSA 72:27-a, RSA 72:81, and RSA 72:82, and such other relevant authority bestowed upon it as a political subdivision of the State of New Hampshire, the Town of Londonderry ("Londonderry" or the "Town") through its legislative body, the Londonderry Town Council ("Town Council"), adopts the Londonderry Commercial and Industrial Property Tax Exemption Program for application within the geographical limits set forth below.

### **§ 2. Short title.**

2.1 Londonderry Commercial and Industrial Property Tax Incentive Program (the "Program").

### **§ 3. Enabling statutes.**

3.1 NH RSA 72:27-a and 72:80-83.

### **§ 4. Purpose; declaration of public benefit.**

4.1 It is declared to be beneficial to the public interest to enhance Londonderry's commercial and industrial property tax base to attract, promote and stimulate economic activity.

4.2 It is further declared to be beneficial to the public interest to encourage the rehabilitation of underperforming or underutilized commercial and industrial facilities in Londonderry as a means of encouraging smart growth of economic, residential, and municipal uses in accordance with RSA 9-B.

4.3 Short-term property tax relief and a related covenant to further public interest as described in this ordinance provide a demonstrated public benefit because the property tax relief and related covenant encourage new construction and use of Qualifying Structures, and replacement, substantial rehabilitation and use of Qualifying Structures. A Qualifying Structure is defined in Section 6.4 hereof.

4.4 The Town Council determines that it is in the public interest to make the Program available town wide for commercial and industrial uses as defined herein.

### **§ 5. Tax relief authority.**

5.1 Londonderry, through the Town Council, hereby adopts RSA 72:80-83 in the manner specified under RSA 72:27-a and RSA 72:82. In addition, the Town may modify the incentive program in the same manner as hereby adopted to best suit the needs of the Town and its constituents.



## **§ 6. Definitions.**

6.1 Assessed Value: The Assessed Value of the improvements and structures as of April 1 of the tax year to which the exemption pertains, pursuant to RSA 72:83.

6.2 Commercial Uses: All retail, wholesale, and service uses, including but not limited to: automobile and similar vehicle sales; automobile repair facility/garage; automobile service station; bank; brewery; brew pub; commercial performing and fine arts schools and studios; commercial service establishment; conference center; contractor; contractor's yard; funeral establishment; golf course/country club; grocery/convenience store; hospital; hotel; commercial service establishment; inn (motel); medical office; movie and recording studio; multiunit commercial establishment; nursery; office, pharmacy, printing; professional office; radio broadcasting facility; repairman; restaurant, drive-in restaurant; retail sales establishment; riding school; television broadcasting; transportation center; travel agent; tourist home, and wholesale business.

6.3 Industrial Uses: All manufacturing, production, assembling, warehousing, or processing of goods or materials for sale or distribution, research and development activities, or processing of waste materials, including but not limited to: bottling facility; building material storage yard; crematorium; equipment upfit (repair); industrial establishment; light industrial establishment; industrial repair garage; industrial supply; laboratory (medical/dental); laboratory: research, experimental, testing; light industry; light manufacturing; microbrewery; product assembly; publishing; research and development facility; research lab; sand/gravel pit; self-storage; truck terminal; warehouse, and wood/metal craft.

6.4 Original Assessed Value: The value of the Qualifying Structure assessed at the time that the governing body approves the application for Tax Relief and the owner grants to the municipality the covenant to protect public benefit as required in this ordinance.

6.5 Qualifying Area: The Qualifying Area is the Town of Londonderry.

6.6 Qualifying Structure: A structure located in the Qualifying Area built, rebuilt, modernized, or enlarged to be used for Commercial or Industrial Uses as defined in RSA 72:80 and described herein.

6.7 Replacement: The demolition or removal of a Qualifying Structure and the subsequent construction of a new structure on the same lot.

## **§ 7. Tax Relief.**

7.1 The Tax Relief Period is the finite period of time during which the Tax Relief, as described in section 7.4 below, will be effective, and the percentage amount of new Assessed Value to be exempted, as determined by the Town Council based upon classification of the project by tier, pursuant to RSA 72:81, and in the further exercise of its discretion as set forth in sections 7.4 and 12, below.

7.2 A Tier One Project is a project in which the anticipated increase in valuation of the Qualifying Structure at the completion of construction is ten million dollars (\$10,000,000) or more.

7.3 A Tier Two Project is a project in which the anticipated increase in valuation of the Qualifying Structure at the completion of construction is between five million dollars (\$5,000,000) and ten million dollars (\$10,000,000).

7.4 A Tier Three Project is a project in which the anticipated increase in valuation of the Qualifying Structure at the completion of construction **both** exceeds ten million dollars (\$10,000,000) **and** is a project of exceptional and unusual public benefit to the community as defined herein.

Tier One and Two Projects shall be eligible for Tax Relief in the form of the exemption from taxation authorized pursuant to RSA 72:81, and more specifically defined as follows:

(1) For a Tier One Project:

- a. In the first full tax year for which an exemption is granted following completion of a Qualifying Structure (the “first tax year”), an exemption of between forty (40) and fifty (50) percent of the increase in Assessed Value attributable to construction of new structures, and additions, renovations, or improvements to existing structures (the “Exemption”), as determined by the Town Council.
- b. The duration of the Exemption shall be five (5) years.
- c. In the four (4) tax years immediately succeeding the first tax year for which an exemption is granted, the Exemption shall decrease annually by twenty (20), thirty (30), forty (40), and fifty (50) percent of the prior year’s Exemption, rounded to the nearest whole percent, as set forth in Attachment A.

(2) For a Tier Two Project:

- a. In the first full tax year for which an exemption is granted following completion of a Qualifying Structure (the “first tax year”), an exemption of between thirty (30) and forty (40) percent of the increase in Assessed Value attributable to construction of new structures, and additions, renovations, or improvements to existing structures (the “Exemption”), as determined by the Town Council.
- b. The duration of the Exemption shall be five (5) years.
- c. In the four (4) tax years immediately succeeding the first tax year for which an exemption is granted, the Exemption shall decrease annually by twenty (20), thirty (30), forty (40), and fifty (50) percent of the prior year’s Exemption, rounded to the nearest whole percent, as set forth in Attachment A.

(3) For a Tier Three Project:

- a. Upon a finding that a project is a Tier Three Project, the Town Council may grant additional years of Tax Relief, but no more than ten years. The Town Council shall structure the exemption to decrease year-by- year in a similar fashion to Tier One and Two Projects.

## **§ 8. Public benefits.**

8.1 In order to qualify for Tax Relief as set forth in section 7.4 above, the Town Council must find that the following criteria are satisfied:

- The proposed new construction or rehabilitation will, in the reasonable discretion of the Town Council, provide one or more of the following public benefits, and the proposed Replacement will provide one or more of the same public benefits to a greater degree than would a rehabilitation of the same Qualifying Structure, as follows:
  - It enhances the economic vitality of the Town;
  - It promotes development of municipal centers, providing for efficiency, safety, and a greater sense of community, consistent with RSA 9-B;
  - It increases commercial and industrial activity in the Town, including job creation; and/or
  - It increases the Town's commercial or industrial tax base; and
- The public benefit provided by the new construction or rehabilitation will outweigh the costs and/or detriments associated with the proposed new construction or rehabilitation. Examples of the cost or detriment associated with proposed new construction or rehabilitation include, but are not limited to, a determination by the Town Council that the proposed new construction or rehabilitation:
  - negatively impacts the economic vitality of the Town;
  - impedes the development of one or more municipal centers by causing inefficiency or unsafe conditions, or otherwise negatively impacts the Town's sense of community; or
  - is inconsistent with the Master Plan.

## **§ 9. Covenant to protect public benefit.**

9.1 Tax Relief for the construction, rehabilitation or replacement of a Qualifying Structure shall be effective upon the property owner's grant to the municipality of a covenant ensuring that the Qualifying Structure shall be maintained and used in a manner that continues the public benefit for which the Tax Relief was granted and as otherwise provided in this ordinance.

9.2 This covenant shall be released upon the expiration of the Tax Relief Period.

9.3 The covenant shall include provisions requiring the property owner to obtain commercially reasonable casualty insurance, and flood insurance, if relevant. The covenant may include, at the Town Council's sole discretion, a lien against proceeds from casualty and flood insurance claims for the purpose of ensuring proper restoration or demolition of damaged structures and property. If the property owner has not begun the process of restoration, rebuilding, or demolition of such structure within one year following damage or destruction, the property owner shall be subject to the termination of the Tax Relief after notice and an opportunity to be heard.

9.4 The Town shall provide for the recording of the covenant to protect public benefit with the registry of deeds. It shall be a burden upon the property and shall bind all transferees and assignees of such property for the duration of the tax relief period, but shall thereafter expire without further affect.

#### **§ 10. Application procedure.**

10.1 An owner (or authorized agent, including a prospective purchaser and developer) of a Qualifying Structure who intends to construct, rehabilitate or replace such structure, may submit an application for the Tax Relief to the Town Manager's Office prior to construction, but not after December 31 before the beginning of the tax year for which the exemption is sought. In

such cases, the Town Council may anticipatorily grant the exemption, subject to adjustment when the actual increase in Assessed Value becomes known. The applicant shall include the address of the property, a full description of the intended construction, rehabilitation or replacement, any changes in use of the property resulting from the rehabilitation or replacement, and an application fee. The application shall be on a preapproved application form provided by the Town Manager's Office.

10.2 The application for property tax exemption shall not be deemed to be complete and the governing body shall not schedule a hearing on the application as required under RSA 72:83 until all required information has been submitted.

#### **§ 11. Application fees.**

11.1 An application fee of \$150, or an amount subsequently adopted by the Town Council, shall be paid at the time of application submission to the Town Manager's Office, made payable to the "Town of Londonderry."

11.2 The applicant shall also be responsible for the reasonable expenses incurred by the municipality in the drafting, review, and recording of the covenant.

#### **§ 12. Review and decision by Town officials.**

12.1 Upon receipt of a complete application, the Town Council shall consider the application in the normal course of business and notify the applicant of its decision no later than February 28 before the beginning of the tax year for which the exemption is sought. The

Town Council shall determine:

- Whether the structure will be in the Qualifying Area;
- Whether the structure at issue is a Qualifying Structure;
- Whether there is a public benefit to granting the Tax Relief;
- Whether the public benefit to granting the Tax Relief will outweigh the costs and/or detriments associated with the proposed new construction or rehabilitation;
- The classification of the project by tier; and
- Within the parameters specified in section 7, above, the specific Tax Relief, if any, to be awarded for the Qualified Structure. The Town Council shall base this determination upon the extent of public benefit demonstrated by the applicant, assigning a higher percentage amount to applicants demonstrating a greater public benefit, and vice versa.

12.2 In determining the existence and extent of a public benefit, the Town Council shall also identify the costs and detriments associated with the proposed development or project, and weigh such factors against any public benefit. Only if the public benefit is found to specifically outweigh any costs and detriments shall the Town Council grant the Exemption.

12.3 After determining the applicable tier, in setting the applicable percentage, and in granting additional years of Tax Relief for a Tier Three project, the Town Council shall also factor the extent of the public benefit and the costs and detriments associated with the proposed development or project.

12.4 The Town Council may seek assistance from Town officials, legal counsel, boards or commissions in making its determinations, and shall conduct a public hearing.

12.5 After following the procedures established herein, the Town Council may grant the Tax Relief, provided:

- The Town Council finds a public benefit as defined herein;
- The Town Council finds that the public benefit outweighs any costs or detriments associated with the new construction or rehabilitation;
- The specific public benefit is preserved through a covenant as set forth above; and
- The Town Council finds that the proposed use is consistent with the applicable master plan, zoning ordinance or development regulations.

12.6 If the Town Council grants the Tax Relief, it shall identify the specific public benefit achieved as defined herein.

12.7 The burden of demonstrating the applicable tier and the public benefit shall be on the applicant. The Town Council or its agents may request such additional or updated information as is necessary to determine eligibility. Should the Town in its discretion determine that third

party review or consultation is required, the applicant shall bear the associated cost. *See* RSA 72:83,

III. If the Town Council determines that the applicant provided incorrect or false information during the application process or failed to provide information after such a request, the Town Council may refuse to grant the exemption without further inquiry.

12.8 If the Town Council, in its sole discretion, denies the application for Tax Relief, such denial shall be accompanied by a written explanation. The governing body's decision may be appealed either to the Board of Tax and Land Appeals or the Superior Court in the same manner as provided for appeals of current use classification pursuant to RSA 72:83; provided, however, that such denial shall be deemed discretionary and shall not be set aside by the Board of Tax and Land Appeals or the Superior Court except for errors of law or abuse of discretion.

12.9 For the purpose of determining the applicable tier for a Project, the Town Council may assign a reasonable value to factors not yet known or reflected directly in the anticipated valuation of the property after construction, including, but not limited to, significant job creation, and add such assigned value to the anticipated valuation after construction.

### **§ 13. Duration and limitations of property tax incentive program.**

13.1 Pursuant to RSA 72:81, the exemption shall apply only to municipal and local school property taxes assessed by the municipality which shall exclude state education property taxes under RSA 76:3 and county taxes assessed against the municipality under RSA 29:11.

13.2 If the municipality completes a revaluation during the period for which an exemption has been granted, the amount of the exemption shall be adjusted by the difference in equalization ratios applicable in the municipality before and after the revaluation. The amount and length of the property tax exemption shall be determined by the Town Council on a per-case basis, by categorizing the project by tier as set forth herein.

13.3 Tax Relief shall not be granted to an applicant who has begun construction. RSA 72:83. The Town Council may grant waivers from this ordinance where not inconsistent with the purpose and intent of RSA 72:80-83, provided, however, that the Town Council may not waive a provision of this ordinance required by statute.

13.4 The Town may require the submission of an annual update to determine continued eligibility for, and the proper amount of, Tax Relief. The Town Council may conduct an annual hearing to review the update and may adjust the Tax Relief based upon changed conditions. If the Town Council determines that the applicant provided incorrect or false information in an annual update or failed to provide information necessary for an annual update after such a request, the Town Council may terminate the exemption upon notice and an opportunity for the applicant to be heard.

13.5 This ordinance shall expire twenty-four (24) months after its passage, unless sooner terminated or extended by vote of the Town Council.

#### **§ 14. Resumption of full tax liability.**

14.1 Upon expiration of the Tax Relief Period, the property shall be taxed at its market value in accordance with RSA 75:1.

#### **§ 15. Extent of Tax Relief.**

15.1 Tax Relief granted under this ordinance shall be calculated on the Assessed Value at the time of the commencement of the Tax Relief Period in excess of the Original Assessed Value.

15.2 Tax Relief granted under this ordinance shall pertain only to assessment increases attributable to the construction, rehabilitation or replacement performed under the conditions approved by the Town Council and not to those increases attributable to other factors, including but not limited to market forces.

15.3 Nothing herein shall prohibit an owner from seeking an abatement of the original assessed value prior to any adjustment granted hereunder.

#### **§ 16. Violations and penalties; enforcement.**

16.1 If the property owner fails to maintain or utilize the building according to the terms of the covenant, or fails to restore, rebuild, or demolish the structure following damage or destruction as provided above, the Town Council shall, after notice and an opportunity to be heard, determine whether and to what extent the public benefit of the Qualified Structure has been diminished and may terminate or reduce the property tax exemption amount and period in accordance with such determination.

16.2 Any tax payment required under this section 16 shall be payable according to the following procedure:

16.2.1 The Commissioner of the Department of Revenue Administration shall prescribe and issue forms to the local assessing officials for the payment due,  
which shall provide a description of the property, the market value assessment according to RSA 75:1, and the amount payable.

16.2.2 The prescribed form shall be prepared in quadruplicate. The original, duplicate, and triplicate copy of the form shall be given to the collector of taxes for collection of the payment along with a special tax warrant authorizing the collector to collect the payment under the warrant. The quadruplicate copy of the form shall be retained by the local assessing officials for their records.

16.2.3 Upon receipt of the special tax warrant and prescribed forms, the tax

collector shall mail the duplicate copy of the tax bill to the owner responsible for the tax as the notice of payment.

16.2.4 Payment shall be due not later than 30 days after the mailing of the bill. Interest at the rate of 18% per annum shall be due thereafter on any amount not paid within the thirty-day period. Interest at 12% per annum shall be charged upon all taxes that would have been due and payable on or before December 1 of each tax year as if no Tax Relief had been granted.

### **§ 17. Collection of unpaid taxes.**

17.1 All taxes levied pursuant to RSA 72 which are not paid when due shall be collected in the same manner as provided in RSA 80.



## **TAX COLLECTOR AGREEMENT**

This Agreement is entered into as of the 3rd day of March, 2025, by and between the **Town of Londonderry** (Town), a municipal corporation with an address of 268B Mammoth Road, Londonderry, New Hampshire 03053, and **Allison M. Parsons** (Parsons), an individual who resides at 7 Acropolis Avenue, Londonderry, New Hampshire (collectively, the “Parties”).

**WHEREAS**, Parsons has served as Tax Collector (TAX COLLECTOR) from July 1, 2021 to present, and her current appointment and Tax Collector Agreement expire as of March 31, 2025;

**WHEREAS**, Parsons desires to be-reappointed as TAX COLLECTOR effective April 1, 2025, with the statutory one-year term to run from April 1, 2025 through March 31, 2026, and the Council wishes to appoint Parsons as TAX COLLECTOR for that period of time.

**NOW THEREFORE**, in consideration of the mutual promises hereinafter contained, the Parties mutually agree as follows:

1. **Term of Agreement.** The term of this Agreement shall begin on April 1, 2025 and, unless terminated as herein provided, shall continue through March 31, 2026. The Town Manager shall meet with Parsons no later than March 1, 2026 to discuss her performance, inquire of her desire to seek a succeeding appointment, and advise her of his recommendation to the Council regarding a potential succeeding appointment.

2. **Duties.** Parsons shall serve as TAX COLLECTOR for the Town, and in that capacity, shall perform the duties and functions specified in the job description provided to Parsons, as may be amended by the Town Manager. Parsons shall also perform other duties as mandated by statute as well as legally permissible duties and functions as assigned by the Town Manager. Parsons shall perform the responsibilities and functions in compliance with applicable New Hampshire statutes, the Town’s Ordinances, and the Town policies and regulations.

3. **Salary and Benefits.**

a. **Salary.** Parsons shall receive an annual salary of seventy-eight thousand eight three dollars and twenty cents (\$78,083.20), payable in the same increments as wages are paid to employees of the Town. Such payments are subject to deductions required by law and as authorized by Parsons. Assuming continued appointment, Parsons shall be eligible to receive the same annual COLA as set forth in the Personnel and Compensation Policy for Non-Represented Employees in July 2025 and the July of each successive fiscal year.

b. **Insurance.** Parsons shall be entitled to receive the insurance coverage as detailed in the Article entitled “INSURANCE” in the Personnel and Compensation Policy for Non-Represented Employees pursuant to the then-current policy.

c. **Retirement.** The Town agrees to maintain Parsons in the New Hampshire Retirement System (NHRS) in accordance with New Hampshire law and NHRS

rules, regulations, and bylaws.

d. **Leave.** Pursuant to statute, Parsons shall be entitled to take leave at her discretion. Accordingly, Parsons shall not accrue vacation leave, sick leave, administrative time, or any other kind of leave time. Upon the expiration of her appointment or upon her voluntary resignation, Parsons shall not be entitled to any payout of leave time, as she does not accrue leave time.

5. **Removal/Termination.** If, in accordance with the provisions of NH RSA 41:40, the Town initiates proceedings to remove the TAX COLLECTOR during the pendency of her applicable appointment term, this Agreement shall be terminated upon the successful removal of Parsons.

In the event Parsons intends to resign her appointment as TAX COLLECTOR prior to the expiration of her applicable term, she shall provide the Town Manager with advance notice of not less than sixty (60) days. Upon provision of her notice, and upon mutual agreement by Parsons and the Town Manager as to her final work schedule, Parsons's termination date may occur on a mutually agreed upon date thereafter, but unless mutually agreed upon otherwise, such termination date shall not be less than twenty-one (21) days after the date notice was given.

6. **Disability.** Pursuant to RSA 41:38, if Parsons becomes temporarily incapacitated, the deputy tax collector shall serve during the term of such incapacity. If Parsons is permanently disabled or otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity, or health for a period of four (4) successive weeks or for twenty (20) working days over a thirty (30) day working period, then the Town shall have the option of terminating this Agreement, provided however, that (a) should the provisions of the Family and Medical Leave Act apply, then those provisions shall control, and (b) the Town shall continue to pay the insurance premiums for short-term and long-term disability coverage as may be in effect during the time of such disability or illness for a period not less than the one hundred eighty (180) day elimination period for long-term disability coverage and/or until the claim is approved or denied by the insurance carrier.

7. **Mileage reimbursement.** The Town agrees to reimburse Parsons at the IRS established mileage rate for any travel done by Parsons (outside of her commute to/from Londonderry Town Hall) in order to attend meetings or training sessions which are pre-approved by the Town and which are related to her duties as Tax Collector.

8. **Personnel Policy Not to Apply.** It is understood and agreed by the Town and Parsons that, except for the purpose of designating Parsons as part of Class 1 in "All Eligible Non-Represented Employees" for the insurance coverages included in paragraph 3.b. above, the Town's Personnel Policy does not apply to the relationship between the Town and the TAX COLLECTOR contemplated hereby, and this Agreement exclusively sets forth Parsons's rights and remedies to the maximum extent allowed.

9. **Indemnification.** The Town shall defend, save harmless and indemnify Parsons

against any tort, professional liability claims or demands or other legal action, whether groundless or otherwise, arising out of her performance of duties as TAX COLLECTOR, unless such claim is asserted or joined by the Town, or brought by a prosecutorial or regulatory agency and the claim alleges criminal conduct, intentional, wanton or willful misconduct, or that the Town is a victim of the conduct alleged in the claim. The Town will compromise and settle any such claims or suit and pay the amount of any settlement of judgment, including insurance deductibles as provided for in the liability policy of the Town.

10. **Entire Agreement and Amendment.** This Agreement is the entire agreement between the parties and supersedes and replaces any other agreement, written or oral, relating to Parsons's term as TAX COLLECTOR. This Agreement may be amended only by mutual written agreement of the parties.

11. **Jurisdiction and Venue.** The exclusive jurisdiction and venue for enforcement of, or any claim related to, this Agreement shall be the Rockingham County Superior Court.

**WHEREFORE**, the parties have signed this Agreement, effective as of March 3, 2025.

**Town of Londonderry**

**Allison Parsons**

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Chad Franz, Chair

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Allison Parsons

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Ted Combes, Vice Chair

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John Farrell, Councilor

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Ron Dunn, Councilor

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Shawn Faber, Councilor



New Hampshire Department of Safety  
Division of Homeland Security and Emergency Management

Grant Agreement Amendment Checklist

Pre-Disaster Mitigation FFY 2019

Applicant: Town of Londonderry Grant Amount: \$12,500.25

Project: Local Hazard Mitigation Plan Update

All steps below are required to be completed in their entirety.

If any items are not completed properly, the Grant Agreement Amendment will not be processed.

**Complete and return this checklist and all Grant Agreement Amendment documents  
as soon as possible to:  
[nh.hm@dos.nh.gov](mailto:nh.hm@dos.nh.gov)**

Grant Agreement

Grantee signors complete the following:

☐ Subrecipient Signatures

Have the Director sign Page 1 of the Grant Agreement Amendment form.

☐ Name and Title of Subrecipient Signor

Print names and titles of the signors

☐ Initial and date **each page of the Grant Agreement Amendment.**

Notary Public or Justice of the Peace complete the following:

☐ Fill in County and Date

☐ Signature of Notary Public or Justice of the Peace, with seal.

☐ Name and Title of Notary Public or Justice of the Peace, with expiration date

Additional Required Documents

☐ Certificate of Vote/Authority for Signature

☐ Meeting Minutes

☐ Certificate of Insurance or Proof of Liability/Workers Compensation

**Federal Award Title & #: Pre-Disaster Mitigation Grant Program (PDM) – EMB-2020-PC-0005**  
**Federal Awarding Agency: Federal Emergency Management Agency (FEMA)**  
**Assistance Listings: #97.047**  
**Applicant's Unique Entity Identifier (UEI): VABALUQLK5J9**  
Grant Agreement Amendment  
Extension of Performance Period

**Town of Londonderry (Subrecipient)**

It is hereby agreed that the grant agreement (PO#1078536) approved by the Governor & Council on March 3, 2021, item #59, between the Town of Londonderry as "Subrecipient" and the Department of Safety, Division of Homeland Security & Emergency Management as "State" to update the community's Local Hazard Mitigation Plan is amended as follows:

1. GENERAL PROVISIONS, Section 1.7, Completion Date;

Change the project completion date from May 29, 2023 to May 29, 2025.

2. EXHIBIT A, Scope of Work and Project Review and Conditions, Number 1;

Delete item three (3) in its entirety and replace with:

"The Subrecipient" agrees that the period of performance ends on May 29, 2025 and by that date the aforementioned hazard mitigation plan must be completed and have received formal approval by New Hampshire Homeland Security and Emergency Management (HSEM). All completed invoices must be sent to "the State" by June 1, 2025, thirty (30) days after the period of performance ends.

4. All other provisions of the grant agreement, approved by the Governor & Council on March 3, 2021 shall remain in full force and effect.

EFFECTIVE DATE OF THE AMENDMENT: This Amendment shall be effective upon its approval by the Governor & Council. If approval is withheld, this document shall become null and void, with no further obligation or recourse to either party. IN WITNESS WHEREOF, the parties have hereunto set their hands:

**Town of Londonderry (Subrecipient)**

By (signature): \_\_\_\_\_

By (signature): \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

---

By (signature): \_\_\_\_\_

By (signature): \_\_\_\_\_

Subrecipient Initials \_\_\_\_\_

Date \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Approval by State of New Hampshire, acting through its Department of Safety:

By (signature): \_\_\_\_\_  
Director of Administration

Subrecipient Initials \_\_\_\_\_

Date \_\_\_\_\_

**Londonderry Town Council Minutes  
Monday, February 18, 2025, 7:00 p.m.  
Moose Hill Council Chambers**

**Meeting Link:** <http://173.166.17.35/CablecastPublicSite/show/12767?channel=4>

**Attendance:** Chair Chad Franz; Vice Chair Ted Combes; Councilors Shawn Faber, Ron Dunn; Acting Town Manager Kim Bernard; Assistant Town Manager & Director of Economic Development Kellie Caron

**CALL TO ORDER**

Chair Franz called the Town Council meeting to order at 7:00 p.m. and led the Pledge of Allegiance. He asked for a moment of silence for the slain hostage family returned by Hamas.

**PUBLIC COMMENT**

Deputy Police Chief Breen introduced Patrol Officer Jasdeep Kaur and shared information about her background and qualifications.

Chair Franz opened public comment and reviewed the rules

**Name:** Richard Belinsky

**Address:** 89 Hall Road

Mr. Belinsky spoke on the tax collector and town clerk positions. He urged the Council to implement warrant articles that were voted on in the past.

**Name:** Deb Paul

**Address:** 118 Hardy Road

Ms. Paul asked why the Town is considering the Londonderry Commercial and Industrial Property Tax Incentive Program. She spoke against implementing it and asked why it is being rushed through.

**Name:** Kristine Perez

**Address:** 5 Wesley Drive

Ms. Perez spoke against the Londonderry Commercial and Industrial Property Tax Incentive Program. She recommended that the Council read the RSAs. She asked the Council to reconsider impact fees.

Chair Franz closed public comment.

**APPOINTMENTS/REAPPOINTMENTS**

**Interview with Leo Lee for the Conservation Commission (Alternate exp. 12/2025)**

The Council conducted an interview with Leo Lee, candidate for an alternate position on the Conservation Commission. Mr. Lee introduced himself and provided information on his background and qualifications for this position.

Vice Chair Combes made a motion to appoint Leo Lee to the alternate position on the Londonderry Conservation Commission, with an expiration date of December 2025. Seconded by Councilor Dunn. Motion passed 4-0-0. Chair votes in the affirmative.

**PUBLIC HEARINGS**

Vice Chair Combes made a motion to open the public hearing. Seconded by Councilor Dunn. Motion passed 4-0-0. Chair votes in the affirmative.

**Resolution 2025-04: Acceptance of Unanticipated Revenue under RSA 31:95-b, III(a); Project Safe Neighborhoods**

**Resolution 2025-05: Acceptance of Unanticipated Revenue under RSA 31:95-b, III(a); New England High Intensity Drug Trafficking Area**

Finance Director Justin Campo presented these resolutions. They allow for the purchase of equipment and payment for a vehicle lease and overtime costs associated with these programs.

Acting Town Manager Bernard thanked Mr. Campo for attending the meetings and assisting the Police Department. He reviewed the details of these federal programs.

Chair Franz asked for public comment; there was none.

Vice Chair Combes made a motion to accept Resolution 2025-04 and Resolution 2025-05. Seconded by Councilor Dunn. Motion passed 4-0-0. Chair votes in the affirmative.

Councilor Faber made a motion to close the public hearing. Seconded by Councilor Dunn. Motion passed 4-0-0. Chair votes in the affirmative.

**NEW BUSINESS**

**Resolution 2025-06: The Revision of General Assistance Guidelines**

Ms. Caron explained that as a result of recommendations from Greater Derry Community Health Services (CHS), the Town needs to update the allowable levels of assistance for payments for the general assistance program. She presented a revised Appendix A that includes these changes.



Elizabeth Jones from CHS shared information about the general assistance program and how it works. She explained that the rent guidelines needed to be revised, as they were established in 2016.

Vice Chair Combes made a motion to accept Resolution 2025-06. Seconded by Councilor Dunn. Motion passed 4-0-0. Chair votes in the affirmative.

**Ordinance 2025-01: Creating the Londonderry Commercial and Industrial Property Tax Incentive Program (first reading)**

Vice Chair Combes made a motion to waive the first reading of Ordinance 2025-01.

Ms. Caron explained that in January, the Council asked that the Ordinance be revised to provide Council with “better teeth” for any potential denial or rejection for a site application they felt did not meet the criteria. As a result, Section 8 has been revised, providing additional language that gives the Council the ability to deny an application. It decreases the risk level when it comes to a potential appeal of the decision.

Seconded by Councilor Faber. Motion passed 4-0-0. Chair votes in the affirmative.

**Order 2025-03: An Expenditure from the Fire Equipment Capital Reserve Fund (Z Vent Portable Ventilator)**

**Order 2025-04: An Expenditure from the Fire Equipment Capital Reserve Fund (LUCAS Chest Compression System)**

Acting Fire Chief Heinrich provided background on these requests, which will allow for the purchase of equipment for the ALS intercept program.

Vice Chair Combes made a motion to approve Order 2025-03 and 2025-04. Seconded by Councilor Faber. Motion passed 4-0-0. Chair votes in the affirmative.

**Order 2025-05: An Expenditure from the Emergency Maintenance Trust Fund (Winter Maintenance)**

Director of DPW Wholley explained this is the third allocation for winter maintenance for facilities. He noted they are in the midst of the 18<sup>th</sup> event this season, with 41” of total precipitation. He thanked past and current Councils and Administration for their support for increasing the salt budget and help in accessing more sand.

Vice Chair Combes made a motion to approve Order 2025-05 for \$17,000 from the Expendable Maintenance Trust Fund. Seconded by Councilor Faber. Motion passed 4-0-0. Chair votes in the affirmative.

**OLD BUSINESS**

There was no old business to conduct.

**APPROVAL OF MINUTES**

**February 2, 2025 Town Council Minutes**

**February 3, 2025 Town Council Minutes**

**February 8, 2025 Town Council Minutes**

**February 9, 2025 Town Council Minutes**

**February 10, 2025 Town Council Minutes**

**February 11, 2025 Town Council Minutes**

Vice Chair Combes made a motion to approve the minutes of the February 2, 3, 8, 9, 10 and 11, 2025, Town Council meetings as presented. Seconded by Councilor Dunn. Motion passed 4-0-0. Chair votes in the affirmative.

**OTHER BUSINESS**

**Liaison Reports**

Planning Board: Councilor Faber said SHNPC Executive Director Sylvia von Aulock presented the Master Plan report to the Board.

Beautify Londonderry: Councilor Dunn thanked the Londonderry Police Association for their generous donation toward the Welcome to Londonderry signs.

**Town Manager Report**

Acting Town Manager Bernard thanked Mr. Wholley and the DWP staff for their work during the recent storms. He complimented the Town staff for their work and dedication. He reviewed the background and qualifications of the new Town Planner, Kristan Farr. Glenn Aprile will be assuming the role of part-time Code Enforcement Officer. He reviewed past and future events.

**Assistant Town Manager Report**

Assistant Town Manager Caron reported on past and future events. She noted the Planning Department is fully staffed.

Chair Franz noted Ms. Caron holds leadership positions on several Boards and thanked her for representing the community.

**MEETING SCHEDULE**

1. March 3, 2025; Moose Hill Council Chambers; 7:00 p.m.
2. March 17, 2025; Moose Hill Council Chambers; 7:00 p.m.

**ADJOURNMENT**

183

184 Vice Chair Combes made a motion to adjourn the meeting. Seconded by Councilor Dun. Motion  
185 passed 4-0-0. Chair votes in the affirmative.

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187 The meeting was adjourned at 7:55 p.m.

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189 Minutes prepared by Beth Haggeli