

Shaun Mulholland
Town Manager

Kellie Caron
Assistant 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

Monday, August 4, 2025, 7 p.m., Moose Hill Council Chambers

A. CALL TO ORDER

B. PUBLIC COMMENT

C. BOARD APPOINTMENTS & REAPPOINTMENTS

1. Resignation of Jan McLaughlin from the Londonderry Arts Council

Documents:

[2025-08-04 MCLAUGHLIN AC RESIGNATION.PDF](#)

D. PUBLIC HEARINGS

1. Acceptance of Unanticipated Revenue 31:95-b, III(a) Grant Received from the New Hampshire Department of Safety, Office of Highway Safety in the Amount of \$25,017.00

- a. Presentation:
- b. Opening of the Public Hearing:
- c. Questions & Comments by the Public:
- d. Closing of the Public Hearing:
- e. Council Deliberation & Action:

Documents:

[2025-14 - UNANTICIPATED REVENUE SUPPORTING DOCUMENTS.PDF](#)

2. Receive Public Input, Discuss and Act Upon a Revision of Zoning Ordinance 9.3 – Reassign Demolition Review Committee Responsibilities to Heritage Commission

- a. Presentation:
- b. Opening of the Public Hearing:
- c. Questions & Comments by the Public:
- d. Closing of the Public Hearing:
- e. Council Deliberation & Action:

Documents:

[ORDINANCE 2025-07 SUPPORTING DOCUMENTS.PDF](#)

E. NEW BUSINESS

- 1. NH Dept. of Transportation Will Provide an Update on the Roundabout Project on Rt. 28 at Stonehenge Rd.**

(Jason Ayotte, P.E., Bureau of Highway Design, NH DOT)

Documents:

[2025-08-04 - NHDOT RT28_STONEHEN SUPPORT.PDF](#)

- 2. Discuss and Schedule a Public Hearing for Resolution 2025-16: Approving the Fee Schedule for Records Requests (First Reading)**

(Kirsten Hildonen, Administrative Support Coordinator)

Documents:

[2025-08-04 91-A FEE SCALE SUPPORTING DOCUMENTS.PDF](#)

- 3. Discuss the Consideration of Adding the Rev. Morrison's Meetinghouse on the NH State Register of Historic Places and Authorize the Town Manager to Execute and Submit the Owner Consent Form**

(David Ellis, resident of Londonderry)

Documents:

[2025-08-04 MORRISON MEETINGHOUSE SUPPORT.PDF](#)

- 4. Direct the Town Manager to Establish a Workgroup for the Purpose of Developing a Proposal for Moving School District Offices into Town Hall**

(Shaun Mulholland, Town Manager)

Documents:

[SCHOOL DISTRICT WG SUPPORTING DOCUMENTS.PDF](#)

- 5. Authorize the Town Manager to Take all Steps and Actions Necessary to Complete the Londonderry Rail Trail Projects Phase 6 & 7**

(Shaun Mulholland, Town Manager)

Documents:

[2025-08-04 RAIL TRAIL PROJECT PHASE 6 AND 7 COVER SHEET.PDF](#)

- 6. Process for Choosing Leach Library Trustees Alternates**

(Kirsten Hildonen, Administrative Support Coordinator)

Documents:

7. Zoning Ordinance Amendment – Rezoning Map 28, Lot 009 (First Reading)
(Kellie Caron, Assistant Town Manager & Director of Economic Development)

Documents:

[ORDINANCE 2025-08 SUPPORTING DOCUMENTS.PDF](#)

F. OLD BUSINESS

G. JULY 21, 2025 TOWN COUNCIL MINUTES

Documents:

[TC-MINUTES-2025-07-21.PDF](#)

H. APPROVAL OF MINUTES

I. OTHER BUSINESS

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

J. PUBLIC COMMENT

K. ADJOURNMENT

L. MEETING SCHEDULE

1. Proposed Future Agenda Items: Dates may be tentative, and this list is not considered all-inclusive
 - a. August 18, 2025; Moose Hill Council Chambers; 7 p.m.
 - **Public Hearing: Resolution 2025-16: Receive Public Input and Discuss Approving the Fee Schedule for Records Requests**
 - **Public Hearing: Receive Public Input and Discuss an amendment to the Zoning Ordinance - Rezoning Map 28, Lot 009**
 - **Receive Update Regarding the Revaluation of Properties from The Assessing Department**
 - **Update Tax Increment Financing for Pettengill Road**
 - **Discuss and Approve Criteria for Prioritization of Water Extension Projects**
 - **Discuss Request by Councilor Deb Paul to Adopt the Provisions of RSA 32:14 Adoption of Municipal Budget Committee**
 - **Old Derry Road Water Line Extension and Pump Station**

- **Discuss Request by Councilor Deb Paul for the Town to Discuss Changing the Distribution Percentage of the Land Use Change Tax to the Conservation Fund**
- **Accept Ethics Complaint Investigation Report Regarding a Town Councilor. Discuss The Report, Make Findings and Take Any Action Deemed Appropriate**
- **Discuss the Report Submitted by the Rockingham County Sheriff's Department Relative to Allegations of Violations of The Ethics Code Purporting Acts of Perjury by a Town Councilor, Make A Finding and Take Any Action Deemed Appropriate**

b. September 8, 2025; Moose Hill Council Chambers; 7 p.m.

- **Discuss Request by Councilor Deb Paul for the Town Council to Seek New Legal Counsel**
- **Discuss Request by Councilor Deb Paul to Discuss the Development of Legislative Policy Positions by The Town Council Regarding Legislation at the State Level That Impacts the Town of Londonderry**
- **Discuss Request Brought Forth by A Resident, And Sponsored by Deb Paul to Consider Opening an Additional Polling Place for Elections**
- **Discuss Request by Councilor Deb Paul to Implement an Elected Planning Board**
- **Discuss Request by Councilor Deb Paul to Discuss the Potential of Coordinating a Joint Meeting with The Town, The School Board, And the Budget Committee**

Amended to include minutes from the July 21, 2025, Town Council meeting, which were not available at the time of the original posting.

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

Town Council Meeting – Agenda Item Coversheet

Meeting Date: 8/4/2025
Submitted By: Kirsten Hildonen, ASC
Department: Town Manager

Contact Information: khildonen@londonderrynh.gov
Estimated Discussion Time: 2 minutes
Agenda Item Number: C.1

Agenda Item Title: Resignation of Jan McLaughlin from the Londonderry Arts Council

Background and Purpose: Jan McLaughlin has tendered her resignation from her position as a full member of the Londonderry Arts Council and the Town Council needs to accept said resignation.

Please note that, per the [charge of the Londonderry Arts Council](#) the board has a flexible number of members. Because the Londonderry Arts Council has not requested to add more members, there is no plan to post any vacancies at this time.

Action: Accept the resignation.

Proposed Motion: *Moved, that the Town Council accept the resignation of Jan McLaughlin from the Londonderry Arts Council effective immediately.*

Attachments: Letter of resignation from Jan McLaughlin

Fwd: Resignation from the board

From Larry Casey <lcasey@tolboards.org>
Date Wed 2025-07-23 3:17 PM
To Kirsten Hildonen <KHildonen@londonderryh.gov>

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hello Kirsten,

Per the email below, Jan McLaughlin has resigned from the Arts Council. Please update our page on the Town website accordingly.

Thank you,
~Larry
Larry Casey
Chair, Londonderry Arts Council

Sent from my iPhone

Begin forwarded message:

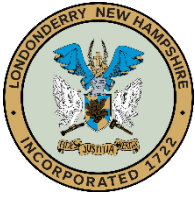
From: Jan McLaughlin <jmclaughlin@tolboards.org>
Date: July 23, 2025 at 11:19:06 AM EDT
To: Larry Casey <lcasey@tolboards.org>
Subject: Resignation from the board

Dear Larry,

Due to issues beyond my control, I wish to resign from the board.

Jan McLaughlin

I would still like to continue with the library featured artist if I could. 2025 is filled and I am working on 2026.



Town of Londonderry, New Hampshire
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Town Council Meeting – Agenda Item Coversheet

Meeting Date: 8/4/2025
Submitted By: Finance Department
Department: Finance

Contact Information: sjardim-lee@londonderrynh.gov
Estimated Discussion Time: 10
Agenda Item Number: D.1

Agenda Item Title: Public Hearing on the Acceptance of Unanticipated Revenue under RSA 31:95-b, III(a)

Background and Purpose: The Town of Londonderry has received a grant from the New Hampshire Department of Safety, Office of Highway Safety in the amount \$25,017. This will provide funding for the Police Department to purchase a speed display trailer and fund overtime for officers to enforce control over speeding, DUI, distracted driving, seatbelt mobilization, and impaired driving. The initial grant was to fund OT for the above-mentioned enforcements, the amendment for the grant is to purchase the speed trailer. The speed trailer has an estimated cost \$13,756.00 with the state providing \$10,317.00 and the town funding \$3,439.00. The OT portion of the grant has a total cost of \$18,375.00 with the state funding \$14,700.00 and a town match of \$3,675.00

Action: Accept \$25,017 Highway Safety Grant

Proposed Motion: *Moved, that the Town Council accept the terms of Highway Safety Grant as presented in the amount of \$14,017.00 and the amended grant terms as presented in the Grant Agreement Amendment Notice for an adjusted total grant limitation of \$25,017.00*

Attachments: Grant Agreements Attached and notice of Public Hearing

Size 2c x 3



TOWN OF LONDONDERRY LEGAL NOTICE

The Londonderry Town Council will hold a PUBLIC HEARING on the following items:

- Acceptance of Unanticipated Revenue 31:95-b, III(a) Grant received from the New Hampshire Department of Safety, Office of Highway Safety in the amount of \$25,017.00.
- An Amendment to the Londonderry Zoning Ordinance Section 9.3 Relative to Reassigning Responsibility for Demolition Review.

The public hearing will occur on Monday, Aug. 4 at 7 p.m., in the Moose Hill Council Chamber at Londonderry Town Hall, 268B Mammoth Rd., Londonderry, NH 03053.

Londonderry Town Council



Town of Londonderry, New Hampshire

268B Mammoth Road • Londonderry, NH 03053

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RESOLUTION 2025-14

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 from the New Hampshire Department of Safety, Office of Highway Safety; and

WHEREAS the total grant amount awarded is Twenty-Five Thousand Seventeen Dollars (\$25,017.00); and

WHEREAS the purpose of this grant is to support public safety by funding overtime for enforcement efforts related to speed control, DUI, distracted driving, seatbelt mobilization, and impaired driving, and by partially funding the purchase of a speed display trailer; and

WHEREAS the initial grant was to fund OT for the above-mentioned enforcements, the amendment for the grant is to purchase the speed trailer. The speed trailer has an estimated cost \$13,756.00 with the state providing \$10,317.00 and the town funding \$3,439.00. The OT portion of the grant has a total cost of \$18,375.00 with the state funding \$14,700.00 and a town match of \$3,675.00; and

WHEREAS the Highway Safety Grant as presented in the amount of \$14,017.00 and the amended grant terms as presented in the Grant Agreement Amendment Notice for an adjusted total grant limitation of \$25,017.00

NOW THEREFORE BE IT RESOLVED by the Town Council of the Town of Londonderry that the Town of Londonderry hereby accepts the unanticipated revenue under 31:95-b, III(a), and further authorizes the Town Manager to move forward in accepting this award and to sign any paperwork associated with such grant on behalf of the Town.

**Ron Dunn – Chair
Town Council**

Sharon Farrell – Town Clerk

A TRUE COPY ATTEST:

08-04-2025

OFFICE OF HIGHWAY SAFETY GRANT AGREEMENT

The State of New Hampshire and the Subrecipient hereby mutually agree as follows:

GENERAL PROVISIONS

Grant Agreement Title:

Grant Agreement #:

1. Identification and Definitions.

1.1. State Agency Name New Hampshire Department of Safety Office of Highway Safety		1.2. State Agency Address 33 Hazen Drive, Room 208 Concord, NH 03305	
1.3. Subrecipient Name		1.4. Subrecipient Address	
Chief of Police Name: Grant Contact Name:		Chief of Police email: Grant Contact's email:	
1.4.1 Subrecipient Type (State Govt, City/Town Govt, County Govt, College/University, Other (Specify))		1.4.2 UEI # Exp Date: Verified UEI screen shot is valid - Date Stamped	
1.5. Subrecipient Phone #	1.6. Effective Date	1.7. Completion Date	1.8. Grant Limitation (Total amount of Federal funds obligated to the Subrecipient (2 CFR § 200.331(a)(1)(vii)))
1.9. Grant Officer for State Agency		1.10. State Agency Telephone Number	
"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." "RSA Chapter 37 - Chairman of Selectmen, Town Manager, Mayor, County Commissioners.			
1.11. Subrecipient Signature 1		1.12. Name & Title of Subrecipient Signor 1	
Subrecipient Signature 2		Name & Title of Subrecipient Signor 2	
Subrecipient Signature 3		Name & Title of Subrecipient Signor 3	
1.13. Acknowledgment: State of New Hampshire, County of _____, on / / , before the undersigned officer, personally appeared the person(s) identified in block 1.12., known to me (or satisfactorily proven) to be the person(s) whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12.			
1.13.1. Signature of Notary Public or Justice of the Peace (Seal)		1.13.2 Name & Title of Notary Public or Justice of the Peace	
1.14 State Agency Signature 1 X_____ Date: _____		1.15 Name & Title of State Agency Signor 1 Robert L. Quinn, Commissioner - or Designee NH Department of Safety	
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: _____ Assistant Attorney General, On: / /			
1.17. 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"), pursuant to RSA 21-P:55-63, the Subrecipient identified in block 1.3 (hereinafter referred to as "the Subrecipient"), 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 Subrecipient 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 1.17), or upon signature by the State Agency as shown in block 1.15.

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 A, attached hereto.

5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT A.

5.3. In accordance with the provisions set forth in EXHIBIT A, 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 Subrecipient the Grant Amount. The State shall withhold from the amount otherwise payable to the Subrecipient 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 Subrecipient for all expenses, of whatever nature, incurred by the Subrecipient in the performance hereof, and shall be the only, and the complete, compensation to the Subrecipient for the Project. The State shall have no liabilities to the Subrecipient 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 SUBRECIPIENT WITH LAWS AND REGULATIONS In connection with the performance of the Project, the Subrecipient 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 Subrecipient, including the acquisition of any and all necessary permits.

7. RECORDS and ACCOUNTS

7.1. Between the Effective Date and the date three (3) years after the Completion Date the Subrecipient shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone 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 three (3) years after the Completion Date, at any time during the Subrecipient's normal business hours, and as often as the State shall demand, the Subrecipient shall make available to the State all records pertaining to matters covered by this Agreement. The Subrecipient 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, "Subrecipient" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Subrecipient in block 1.3 of these provisions.

8. PERSONNEL

8.1. The Subrecipient shall, at its own expense, provide all personnel necessary to perform the Project. The Subrecipient 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 Subrecipient shall not hire, and it shall not permit any subcontractor, sub grantee, 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.

8.3. 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, performed, who exercises any functions or responsibilities in the review or 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 Subrecipient 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 Subrecipient notice of such termination.

11. EVENT OF DEFAULT: REMEDIES

11.1. Any one or more of the following acts or omissions of the Subrecipient 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 Subrecipient 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 Subrecipient notice of termination; and

11.2.2 Give the Subrecipient 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 Subrecipient during the period from the date of such notice until such time as the State determines that the Subrecipient has cured the Event of Default shall never be paid to the Subrecipient; and

11.2.3 Set off against any other obligation the State may owe to the Subrecipient 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 Subrecipient 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.

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 entitle the Subrecipient to receive that portion of the Grant amount earned to and including the date of termination.

12.3. 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 Subrecipient from any and all liability for damages sustained or incurred by the State as a result of the Subrecipient's breach of its obligations hereunder.

12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Subrecipient hereunder, the Subrecipient, may terminate this Agreement without cause upon thirty (30) days written notice.

13. CONFLICT OF INTEREST No officer, member or employee of the Subrecipient, 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 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. SUBRECIPIENT'S RELATION TO THE STATE In the performance of this Agreement the Subrecipient, its employees, and any subcontractor or subgrantee of the Subrecipient are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Subrecipient 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 Subrecipient 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 Subrecipient other than as set forth in EXHIBIT B without the prior written consent of the State.

16. INDEMNIFICATION The Subrecipient 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 Subrecipient or subcontractor, or subgrantee or other agent of the Subrecipient. 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 AND BOND

17.1. The Subrecipient 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 workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 Comprehensive public 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. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.

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 Subrecipient.

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 assignees. 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.

SPECIAL PROVISIONS

U.S. Department of Transportation/NHTSA Grant Conditions:

As a result of participating in Federal highway safety grant programs administered by National Highway Traffic Safety Administration (NHTSA) and the US Department of Transportation (USDOT), highway safety subrecipients are required to comply with the following documents:

- Subrecipients agree to comply with all applicable elements of NHTSA's Memorandum: Use of NHTSA Highway Safety Grant Funds for Certain Purchases May 18, 2016 and found at the following Web link.: <https://www.nhtsa.gov/highway-safety-grants-program/resources-guide>. Subrecipients should pay particular attention to the sections on (1) allowable costs for equipment, travel, training, and consultant services; and (2) unallowable costs for equipment, facilities and construction, training and program administration.
- Subrecipients agree to comply with all applicable elements of 2 CFR 200 - the **Uniform Administrative Requirement for Grants, Cost Principles, and Audit Requirements** as promulgated by the U.S. Department of Transportation. This document is found at the following Web link <https://www.nhtsa.gov/highway-safety-grants-program/resources-guide>.
- Subrecipients agree to comply with all applicable Federal basic and incentive grant program requirements as outlined in the **Highway Safety Grant Management Manual** found at the following Web link: <https://www.nhtsa.gov/highway-safety-grants-program>. This document provides information on each of the grant programs.

The following additional provisions apply to highway safety subrecipients as a result of certifications and assurances provided to NHTSA by State Highway Safety Offices in their Highway Safety Plan:

GENERAL REQUIREMENTS

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4 Highway Safety Act of 1966, as amended
- Sec. 1906, Pub. L. 109-59, as amended by Sec. 25024 Pub. L. 117-58
- 23 CFR part 1300 Uniform Procedures for State Highway Safety Grant Programs
- 2 CFR part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 2 CFR part 1201 Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

NONDISCRIMINATION

(applies to subrecipients as well as States)

The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- **49 CFR part 21** (*entitled Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964*);
- **28 CFR section 50.3** (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 et seq.), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) prohibit discrimination on the basis of sex);

- *Section 504 of the Rehabilitation Act of 1973*, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;

The preceding statutory and regulatory cites hereinafter are referred as the “Acts” and “Regulations,” respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA.”

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in § 21.23(b) and (e) of 49 CFR part 21 will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

“The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT Order 1050.2A)^[1] in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

POLITICAL ACTIVITY (HATCH ACT)

(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

(applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING

(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(applies to subrecipients as well as States)

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA ACT

(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

Certification on Conflict of Interest

(Applies to Subrecipients as Well as States)

General Requirements

No employee, officer or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
 - a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
 - b. The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

Disclosure Requirements

No State or its subrecipient, including its officers, employees or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may
 - (a) terminate the award, or
 - (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

As a result of participating in Federal highway safety grant programs administered by National Highway Traffic Safety Administration (NHTSA) and the US Department of Transportation (USDOT), highway safety subrecipients are required to understand and comply with the following additional applicable Part 2 CFR 200 statutes and regulations:

§ [2 CFR 200.216](#) Prohibition on certain telecommunications and video surveillance services or equipment.

§ [2 CFR 200.317](#) Procurements by states.

§ [2 CFR 200.318](#) General procurement standards.

§ [2 CFR 200.319](#) Competition.

§ [2 CFR 200.320](#) Methods of procurement to be followed.

§ [2 CFR 200.321](#) Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

§ [2 CFR 200.322](#) Domestic preferences for procurements.

§ [2 CFR 200.323](#) Procurement of recovered materials.

§ [2 CFR 200.340](#) Termination.

§ [2 CFR 200.414](#) Indirect (F&A) costs.

[Appendix II to Part 200](#) - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

I understand that failure to comply with applicable Federal statutes and regulations may subject State officials to civil or criminal penalties and/or place the State in a high-risk grantee status in accordance with 2 CFR 200.

I sign these Certifications and Assurances based on personal knowledge, after appropriate inquiry, and I understand that the Government will rely on these representations in awarding grant funds.

Authorized Contract Signatory: _____ Date: _____

Signors Printed Name: _____

Authorized Contract Signatory: _____ Date: _____

Signors Printed Name: _____

Authorized Contract Signatory: _____ Date: _____

Signors Printed Name: _____

EXHIBIT B

SCOPES OF WORK & PERFORMANCE MEASURES

Scope of Work

Speed Enforcement

Year over year, among other factors, speed is a leading primary cause of fatal and serious injury crashes in the State of New Hampshire. To have the greatest impact, among other areas of enforcement, local law enforcement should utilize Speed Enforcement funding in focused efforts to enforce speed limits in areas where state and local data identifies the locations, days and times that speed violations and crashes are occurring. **For additional grant requirements please familiarize yourself with the section of the grant agreement titled, “Exhibit B - Grant Requirements and Information”.**

- The locations as well as days and times of the Speed Enforcement overtime patrols shall support the problem statement identified in the grant application.
- Grant funded overtime patrols should be no more than 4 hours in duration. These hours shall be run consecutively without interruption.
- If the last stop of a grant-funded patrol results in an arrest that requires the patrol to exceed 4-hours, OHS will consider payment, after review of the dispatch log and (PAR) Patrol Activity Report. The dispatch log must show the arrest as the last stop of the patrol, as well as showing the time the arrest was cleared.
- The NHOHS has an expectation that Officers/Deputies shall have a minimum of three documented stops/contacts per hour. Documented stops/contacts are defined as any grant-funded patrol contact with motorists, pedestrians, and/or bicyclists, during the grant-funded patrol periods. Contacts are required to be supported by written or electronic records maintained at the police department. These records must be maintained in a manner that guarantees their accountability during a monitoring review. If fewer than three stops/contacts per hour are made during a grant funded patrol, an explanation must be provided as to why in the note section of the (PAR) Patrol Activity Report.
- To maximize grant funded efforts, patrols must consist of **one grant-funded Officer per cruiser**; however, multiple cruisers may be out at one time.
- All vehicles stopped should be visually checked for violations of the Child Passenger Restraint law. The total number of visual checks and any action taken should be noted on the (PAR) Patrol Activity Report.
- The NHOHS program manager may, in consultation and conjunction with the Chief of Police, at their discretion, authorize adjustments in the duration of patrols and focus efforts, in both location and area of enforcement, to help maximize the potential for success in meeting objectives and achieving overall goals.

Grantee Initials: _____
Date: _____

Grantee Initials: _____
Date: _____

Grantee Initials: _____
Date: _____

EXHIBIT B

Scope of Work

DUI Enforcement

Impaired Driving is a leading primary cause of fatal and serious injury crashes in the State of New Hampshire. In order to have the greatest impact, local law enforcement should utilize Impaired Driving Enforcement funding in focused efforts aimed at removing the impaired driver from New Hampshire's roadways, in areas where state and local data identifies the locations, days and times that DUI related crashes and arrests are occurring. **For additional grant requirements please familiarize yourself with the section of the grant agreement titled, "Exhibit B - Grant Requirements and Information".**

- The locations as well as time and days of the Impaired Driving enforcement overtime patrols shall support the problem statement identified in your grant application.
- *DUI Enforcement patrols including DUI Saturation patrols should be no less than **4 hours**, and no more than **6 hours** in duration. These hours shall be run consecutively without interruption.*
- If the last stop of a grant-funded patrol results in an arrest that requires time in excess of a 4-hour or 6-hour scheduled patrol, OHS will consider payment, after review of the dispatch log and (PAR) Patrol Activity Report. The dispatch log must show the arrest as the last stop of the patrol as well as showing the time the arrest was cleared.
- With **written**, pre-approval from the Office of Highway Safety, Officers may conduct 6-hour Sobriety Check Points.
- The NHOHS has an expectation that Officers shall have a minimum of three documented stops/contacts per hour. Documented stops/contacts are defined as any grant-funded patrol contact with motorists, pedestrians, and/or bicyclists, during the grant-funded patrol periods. Contacts are required to be supported by written or electronic records maintained at the police department. These records must be maintained in a manner that guarantees their accountability during a monitoring review. If fewer than three stops/contacts per hour are made during a grant funded patrol, an explanation must be provided as to why in the note section of the (PAR) Patrol Activity Report.
- To maximize grant funding, patrols must consist of one granted-funded Officer per cruiser; however, multiple cruisers may be out at one time.
- All vehicles stopped should be visually checked for violations of the Child Passenger Restraint law. The total number of visual checks and any action taken should be noted on the (PAR) Patrol Activity Report.
- The NHOHS program manager may, in consultation and conjunction with the Chief of Police, at their discretion, authorize adjustments in the duration of patrols and focus efforts in a location, to help maximize the potential for success in meeting objectives and achieving overall goals.

Grantee Initials: _____
Date: _____

Grantee Initials: _____
Date: _____

Grantee Initials: _____
Date: _____

EXHIBIT B

Scope of Work

Distracted Driving Enforcement

Distracted Driving enforcement patrols should focus on enforcing **New Hampshire's Hands-Free Electronic Device Law**. Patrols should remain vigilant for any other moving violations, such as lane usage, following too closely, move over, reckless driving, which may be the result of other forms of driver distraction and potentially negligent behavior. **For additional grant requirements please familiarize yourself with the section of the grant agreement titled, "Exhibit B - Grant Requirements and Information".**

- The locations as well as time and days of the distracted driving overtime patrols shall support the problem statement identified in your grant application.
- Distracted driving patrols should be no more than **4-hours** in duration. These hours shall be run consecutively without interruption.
- If the last stop of a grant-funded patrol results in an arrest that requires the patrol to exceed 4-hours, OHS will consider payment, after review of the dispatch log and (PAR) Patrol Activity Report. The dispatch log must show the arrest as the last stop of the patrol as well as showing the time the arrest was cleared.
- The NHOHS has an expectation that Officers shall have a minimum of three documented stops/contacts per hour. Documented stops/contacts are defined as any grant-funded patrol contact with motorists, pedestrians, and/or bicyclists, during the grant-funded patrol periods. Contacts are required to be supported by written or electronic records maintained at the police department. These records must be maintained in a manner that guarantees their accountability during a monitoring review. If fewer than three stops/contacts per hour are made during a grant funded patrol, an explanation must be provided as to why in the note section of the (PAR) Patrol Activity Report.
- To maximize grant funding, patrols must consist of one granted-funded Officer per cruiser; however, multiple cruisers may be out at one time. **Exception:** Two Officer per cruiser when utilizing a spotter (one Officer in the cruiser and one Officer outside the cruiser), when conducting strategic Distracted Driving enforcement patrols. **Note:** when conducting distracted driving patrols using a spotter, focus will be on effective enforcement rather than the stops/hour requirement. The spotter will note this on his/her (PAR) Patrol Activity Report.
- All vehicles stopped should be visually checked for violations of the Child Passenger Restraint law. The total number of visual checks and any action taken should be noted on the (PAR) Patrol Activity Report.
- The NHOHS program manager may, in consultation and conjunction with the Chief of Police, at their discretion, authorize adjustments in the duration of patrols and focus efforts in a location, to help maximize the potential for success in meeting objectives and achieving overall goals.

Grantee Initials: _____
Date: _____

Grantee Initials: _____
Date: _____

Grantee Initials: _____
Date: _____

EXHIBIT B
Scope of Work
High Visibility Mobilizations
Seatbelt Mobilization

This **Seatbelt Mobilization** coincides with the National “Click It or Ticket” campaign. In NH the purpose of this Seatbelt mobilization is to enforce the Child Restraint Law for anyone under 18 years of age, as well as to educate unbelted occupants 18 years and older regarding the importance of wearing seatbelts.

- This mobilization is required to be conducted during the following timeframe: **Monday May 11, 2026 – Sunday May 31, 2026. At least 4 hours of Occupant Protection enforcement to be conducted starting on the KICKOFF date through Monday May 11, 2026.**
- It is highly recommended that Officers/Deputies conducting the Seatbelt Mobilization complete an Online training course; “Occupant Protection/Child Passenger”, sponsored by Police Standards and Training.
- Patrols must be conducted during daylight hours at locations such as elementary schools, high schools, shopping centers, and/or locations where drivers and passengers up to the age of 18 are known to frequent.
- Grant funded overtime patrols should be no more than 4 hours in duration. These hours shall be run consecutively without interruption.
- If the last stop of a grant-funded patrol results in an arrest that requires the patrol to exceed 4-hours, OHS will consider payment, after review of the dispatch log and Patrol Activity Report (PAR). The dispatch log must show the arrest as the last stop of the patrol as well as showing the time the arrest was cleared.
- The NHOHS has an expectation that Officers/Deputies shall have a minimum of three documented stops/contacts per hour. Documented stops/contacts are defined as any grant-funded patrol contact with motorists, pedestrians, and/or bicyclists, during the grant-funded patrol periods. Contacts are required to be supported by written or electronic records maintained at the Police Department. These records must be maintained in a manner that guarantees their accountability during a monitoring review. If fewer than three stops/contacts per hour are made during a grant funded patrol, an explanation must be provided as to why in the note section of the (PAR) Patrol Activity Report.
- To maximize grant funding, patrols must consist of one granted-funded Officer/Deputy per cruiser; however, multiple cruisers may be out at one time. **Exception:** Two Officers/Deputies per cruiser when utilizing a spotter (one Officer/Deputy in the cruiser and one Officer/Deputy outside the cruiser) when conducting strategic Occupant Protection enforcement patrols. **Note:** When using a spotter technique, focus will be on effective enforcement rather than the stops/hour requirement. The spotter will note this on his/her (PAR) Patrol Activity Report.
- All vehicles stopped should be visually checked for violations of the Child Passenger Restraint law. The total number of visual checks and any action taken should be noted on the (PAR) Patrol Activity Report.

Grantee Initials: _____
Date: _____

Grantee Initials: _____
Date: _____

Grantee Initials: _____
Date: _____

EXHIBIT B
Scope of Work
High Visibility Mobilizations
IMPAIRED DRIVING MOBILIZATION

Impaired Driving is a leading primary cause of fatal and serious injury crashes in the State of New Hampshire. In order to have the greatest impact, local law enforcement should utilize Impaired Driving Mobilization funding in focused efforts aimed at removing the impaired driver from New Hampshire's roadways, in areas where state and local data identifies the locations, days and times that DUI related crashes and arrests are occurring and where the greatest likelihood of finding impaired drivers exists. For additional grant requirements please familiarize yourself with the section of the grant agreement titled, "Exhibit B - Grant Requirements and Information".

Note: Only unspent funds from the first Impaired Driving Mobilization campaign may be rolled over to the second Impaired Driving Mobilization campaign or vice versa. Please e-mail your Field Representative at HWYSAFETYMAIL@dos.nh.gov, in advance, if a mobilization effort will not be conducted.

- Participation in these **TWO** national **IMPAIRED DRIVING MOBILIZATIONS** is required to be conducted during the following timeframes:

First Mobilization: *Wednesday December 10, 2025 – Thursday January 01, 2026. Should be no less than 4 hours, and no more than 6 hours in duration of Impaired Driving enforcement per Department to be conducted starting on the KICKOFF date through Thursday January 01, 2026.*

Second Mobilization: *Wednesday August 19, 2026 – Tuesday September 1, 2026. Should be no less than 4 hours, and no more than 6 hours in duration of Impaired Driving enforcement per Department to be conducted starting on the KICKOFF date through Wednesday August 19, 2026.*

- **IMPAIRED DRIVING MOBILIZATION** patrols should be no less than 4 hours, and no more than **6 hours** in duration. These hours shall be run consecutively without interruption.
- If the last stop of a grant-funded patrol results in an arrest that requires time in excess of a 4-hour or 6-hour scheduled patrol, OHS will consider payment, after review of the dispatch log and (PAR) Patrol Activity Report. The dispatch log must show the arrest as the last stop of the patrol as well as showing the time the arrest was cleared.
- With written approval from the NH Office of Highway Safety, Officers may conduct 6-hour Sobriety Check Points.
- The NHOHS has an expectation that Officers shall have a minimum of three documented stops/contacts per hour. Documented stops/contacts are defined as any grant-funded patrol contact with motorists, pedestrians, and/or bicyclists, during the grant-funded patrol periods. Contacts are required to be supported by written or electronic records maintained at the police department. These records must be maintained in a manner that guarantees their accountability during a monitoring review. If fewer than three stops/contacts per hour are made during a grant funded patrol, an explanation must be provided as to why in the note section of the (PAR) Patrol Activity Report.
- To maximize grant funding, patrols must consist of one granted-funded Officer per cruiser; however, multiple cruisers may be out at one time.
- All vehicles stopped should be visually checked for violations of the Child Passenger Restraint law. The total number of visual checks and any action taken should be noted on the (PAR) Patrol Activity Report.

Grantee Initials: _____
Date: _____

Grantee Initials: _____
Date: _____

Grantee Initials: _____
Date: _____

EXHIBIT B
Scope of Work
High Visibility Mobilizations
Distracted Driving Mobilization

Distracted Driving Mobilization enforcement patrols should focus on enforcing **New Hampshire's Hands-Free Electronic Device Law, as well as other activities that occur behind the wheel that cause the driver to be distracted.** Officers should remain vigilant for any other moving violations, such as lane usage, following too closely, move over, reckless driving, which may be the result of other forms of driver distraction and potentially negligent behavior. **For additional grant requirements please familiarize yourself with the section of the grant agreement titled, "Exhibit B - Grant Requirements and Information".**

- This mobilization is required to be conducted during the following timeframe: ***Monday April 06, 2026 – Monday April 13, 2026. At least 4 hours of Distracted Driving mobilization enforcement per department to be conducted starting on the KICKOFF date through Monday April 13, 2026.***
- The locations as well as time and days of the distracted driving overtime patrols shall support the problem statement identified in your grant application.
- Distracted driving patrols should be no more than **4-hours** in duration. These hours shall be run consecutively without interruption.
- If the last stop of a grant-funded patrol results in an arrest that requires the patrol to exceed 4-hours, OHS will consider payment, after review of the dispatch log and (PAR) Patrol Activity Report. The dispatch log must show the arrest as the last stop of the patrol as well as showing the time the arrest was cleared.
- The NHOHS has an expectation that Officers shall have a minimum of three documented stops/contacts per hour. Documented stops/contacts are defined as any grant-funded patrol contact with motorists, pedestrians, and/or bicyclists, during the grant-funded patrol periods. Contacts are required to be supported by written or electronic records maintained at the police department. These records must be maintained in a manner that guarantees their accountability during a monitoring review. If fewer than three stops/contacts per hour are made during a grant funded patrol, an explanation must be provided as to why in the note section of the (PAR) Patrol Activity Report.
- To maximize grant funding, patrols must consist of one granted-funded Officer per cruiser; however, multiple cruisers may be out at one time. **Exception:** Two Officers per cruiser when utilizing a spotter (one Officer in the cruiser and one Officer outside the cruiser), when conducting strategic Distracted Driving enforcement patrols. **Note:** when conducting distracted driving patrols using a spotter, focus will be on effective enforcement rather than the stops/hour requirement. The spotter will note this on his/her (PAR) Patrol Activity Report.
- All vehicles stopped should be visually checked for violations of the Child Passenger Restraint law. The total number of visual checks and any action taken should be noted on the (PAR) Patrol Activity Report.

Grantee Initials: _____
Date: _____

Grantee Initials: _____
Date: _____

Grantee Initials: _____
Date: _____

EXHIBIT B - cont.
Performance Measures
Enforcement Patrols

Speed Enforcement: In the FFY, in an effort to help reduce Speed related serious injury and fatal crashes within our patrol areas, we plan to increase the number of grants funded four (4) hour Speed patrols by 2%. Additionally, we plan to increase total vehicle stops by 2% in the FFY, and by also increasing speed summons by 2% in the FFY. Through this effort we expect to increase speed specific enforcement under this project by 2% in the FFY.

DUI Enforcement: In the FFY, in an effort to help reduce Impaired Driving related serious injury and fatal crashes by removing impaired drivers from the roads before they can cause a crash within our jurisdictional patrol areas, we plan to increase the number of grants funded six (6) hour DUI patrols by 2%. We plan to increase the number vehicle stops made in the FFY by 2%, with an increase in the number of patrols in the FFY which we expect to result in a 2% increase in DUI arrests, thus producing a DUI arrest rate increase by 2%.

Distracted Driving Enforcement: In the FFY, in an effort to help reduce Distracted Driving related serious injury and fatal crashes within our jurisdictional patrol areas, we will increase the number of grants funded four (4) hour Distracted Driving patrols by 2%. Additionally, we plan to increase total vehicle stops by 2% in the FFY, and also by increasing distracted driving summons by 2% in the FFY. Through this effort we expect to increase distracted driving specific enforcement under this project by 2% in the FFY.

Pedestrian Bicycle Enforcement: In the FFY, in an effort to help increase Pedestrian/Bicycle public awareness and safety and reduce Ped/Bike serious injury and fatal crashes within our jurisdictional patrol areas, we plan to increase the number of grants funded four (4) hour Ped/Bike patrols by 2%, during which we expect to make a 2% increase in Ped/Bike contacts. Additionally, we plan to increase total stops by 2% in the FFY, and by increasing these stops for Ped/Bike violations, summons will increase by 2% in the FFY. Through this effort we expect to increase Ped/Bike specific enforcement under this project by 2% in the FFY.

Seatbelt Mobilization: In the FFY, in an effort to help increase occupant protection public awareness and reduce unbelted fatalities and serious injuries among our youth within our jurisdictional patrol areas, we will conduct the Seatbelt Mobilization enforcement effort, to coincide with the national "Click It Or Ticket" campaign. During this High Visibility Enforcement effort, we plan to increase the number of grants funded four (4) hour Seatbelt Mobilization patrols by 2% in the FFY and increase the number of vehicles visually checked for child restraint law violations by 2% in the FFY. Additionally, we plan to increase the total number of vehicles stops and increase Occupant Protection stops by 2% in the FFY.

Impaired Driving Mobilization: In the FFY, in an effort to help reduce Impaired Driving related serious injury and fatal crashes by removing impaired drivers from the roads before they can cause a crash within our jurisdictional patrol areas. During these two High Visibility Enforcement impaired driving campaigns, we plan to increase the number of grants funded six (6) hour Impaired Driving patrols by 2%. We plan to increase the number vehicle stops made in the FFY by 2%, with an increase in the number of patrols in the FFY which we expect to result in a 2% increase in DUI arrests, thus producing a DUI arrest rate increase by 2%.

Distracted Driving Mobilization: In the FFY, in a further effort to help reduce Distracted Driving related serious injury and fatal crashes within our jurisdictional patrol areas. During this High Visibility Enforcement effort, we plan to increase the number of grants funded four (4) distracted driving mobilization patrols by 2% in the FFY. Additionally, we plan to increase the total number of Distracted Driving/Mobile Electronic Device vehicle stops by 2% in the FFY. Through this effort we expect to increase distracted driving specific enforcement under this project by 2% in the FFY.

Crash Reduction: Through the initiatives above we hope to realize a 2% reduction in the number Fatal, Serious Injury and total Crashes from the previous calendar year.

Grantee Initials: _____
Date: _____

Grantee Initials: _____
Date: _____

Grantee Initials: _____
Date: _____

EXHIBIT B – cont.
GRANT REQUIREMENTS AND INFORMATION

- Officers/Deputies funded during these overtime enforcement grants shall be dedicated in total to traffic law enforcement, except in the case of a criminal offense committed in the Trooper's presence, in the case of response to a Trooper/officer in distress, or in the case of a riot where all available personnel must divert their attention.
- Officers/Deputies may pull over drivers for any driving offense during patrols. This includes, but is not limited to, suspected drunk driving, speeding, school bus violations, CPS violations, traffic light/stop sign running, and distracted driving.
- Nothing in this grant shall be interpreted as a requirement, formal or informal that a law enforcement officer issue a specified or predetermined number of summonses in pursuance of the department's obligation associated with the grant.
- If an Officer/Deputy makes an arrest during the patrol shift but does not complete the arrest before the shift is scheduled to end, the Officer/Deputy can continue working under the grant to complete that arrest even if the time exceeds the scheduled patrol shift; however, the total request for reimbursement must not exceed the approved budget in the Grant Agreement.
- An Officer/Deputy who stops working a Highway Safety grant to assist with a Non-Highway Safety Grant related issue (i.e., crash, domestic dispute, criminal complaint, etc.), must **not** count such hours as hours worked on a Highway Safety Grant.
- Officers/Deputies will be reimbursed at an overtime rate of pay as established by their departments policies for hours worked during the enforcement patrols. Part-time Officer/Deputy will be reimbursed at their normal hourly rate of pay.
- The Patrol Activity Report (PAR) must be signed and dated by an authorized signatory (Police Chief or designee). Individuals working the enforcement patrol may not sign off on the (PAR) Patrol Activity Report for themselves and if the Chief Law Enforcement Officer (CLEO) works an overtime enforcement patrol, they must comply with 29 CFR Part 541 as it relates to "exempt employees". This will require that the CLEO provide a waiver of 29 CFR, Part 541 from their governing body with any reimbursement requests in which the CLEO has worked. Additionally, the CLEO may not sign off on their own (PARS) Patrol Activity Reports or that of a spouse, child or sibling who may work an enforcement patrol.
- If weather impedes a particular enforcement detail, this should be noted on the Patrol Activity Report (PAR).
- Command staff may participate in and be compensated for enforcement details if acting in a traffic enforcement role rather than acting exclusively in a supervisory role overseeing officers engaged in traffic enforcement.
- Failure to comply with reporting requirements may result in non-reimbursement of funds or suspension of grant award.
- Non-participation or non-compliance with the performance measures may result in grant agreement suspension, termination and/non-reimbursement of expenses.
- Please E-mail your NH Highway Safety NHOHS Field Representative/Law Enforcement Liaison, *in advance*, if a mobilization effort cannot be conducted or if there are any other issues of concern @ hwysafetymail@dos.nh.gov
- The NHOHS program manager may, in consultation and conjunction with the Chief of Police, at their discretion, authorize adjustments in the duration of patrols and focus efforts in a location, to help maximize the potential for success in meeting objectives and achieving overall goals.

OTHER PROVISION - NH OFFICE OF HIGHWAY SAFETY

- In the event of any conflict or ambiguity between the provisions of the Subrecipient's application and the provisions of the Office of Highway Safety Grant Agreement, including applicable EXHIBITS A and B, the provisions of the Grant Agreement shall govern.
- The New Hampshire Office of Highway Safety (OHS) will review all reports and certifications received to ensure compliance. If findings specific to Highway Safety Programs are detected within an agency's Single Audit, appropriate action shall be taken to ensure that identified sub recipient risks are being timely and appropriately corrected.

Grantee Initials: _____

Date: _____

Grantee Initials: _____

Date: _____

Grantee Initials: _____

Date: _____

EXHIBIT C
Terms of Payment
Payment, Reimbursement Schedule, and Required Paperwork

- The Subrecipient agrees that the total payment by the State under this grant agreement within the Exhibit A.
- It is understood that all patrols will be conducted on an overtime basis. Part-time officers will be paid at their normal hourly rate.
- Reimbursements are due no later than 15 days after the close of the quarter. Due dates are as follows:
 1. **January 15th** for October-December (Quarter 1)
 2. **April 15th** for January-March (Quarter 2)
 3. **July 15th** for April-June (Quarter 3)
 4. **October 15th** for July-September (Quarter 4)
- See link for all the required forms - <https://www.nh.gov/hsafety/publications/index.htm>
- Over-Time enforcement patrol reimbursements shall include the following:
 1. Reimbursement Request Cover Letter (HS-1);
 2. Overtime Payroll Reimbursement Form (HS-20) for each project;
 3. Match Tracking Form (HS-22) for each project;
 4. Quarterly Summary Report (QSR) for each project;
 5. Patrol Activity Reports (PAR) for each project.
- Equipment reimbursements shall include the following:
 1. Reimbursement Request Cover Letter (HS-1);
 2. Copy of the detailed equipment paid invoice (with all Serial #'s);
 3. Match Tracking Form (HS-22);
 4. Copy of bank canceled check(s) front and back; and
 5. Final Equipment Report (HS-8E) for each vendor (with all Serial #'s included)
- Over-Time COB Grant reimbursements shall include the following:
 1. Reimbursement Request Cover Letter (HS-1);
 2. COB Grant Activity Overtime Payroll Reimbursement Form (HS-20) found within COB Grant Excel Workbook;
 3. COB Grant Activity Match Tracking Form (HS-22) found within COB Grant Excel Workbook;
 4. COB Grant Excel Workbook File updated with quarterly COB activity and related expenses.
 5. Copies of all COB Grant related invoices and/or receipts.
- If no enforcement patrols took place during the quarter, you are required to submit the Reimbursement Cover Letter (HS-1) indicating that you are not seeking reimbursement by placing \$0 in the projects where you were awarded funding.
- Failure to file required reports by the submission due dates can result in grant termination or denial of future grants.
- All publications, public information, or publicity released in conjunction with this project shall state "This project is being supported in part through a grant from the NH Office of Highway Safety, with Federal funds provided by the National Highway Traffic Safety Administration" or related social media tag provided by our office.
- Grant agreements shall terminate in the event funds are exhausted and/or not made available by the federal government for this program. If the grantee makes obligations in anticipation of receiving funds under this grant, the grantee does so at their peril and the State of New Hampshire will be under no obligation to make payments for such performance.

CASH MANAGEMENT

Cash drawdowns will be initiated only when actually needed for disbursement (i.e., as close as possible to the time of making disbursements). Cash disbursements and balances will be reported in a timely manner as required by NHTSA. 2 CFR Part 200.305.

For subrecipients, recipients must establish reasonable procedures to ensure the receipt of reports on subrecipients' cash balances and cash disbursements in sufficient time to enable them to prepare complete and accurate cash transactions reports to the awarding agency. Recipients must monitor cash drawdowns by their subrecipients to assure that they conform substantially to the same standards of timing and amount as apply to advances to the recipients. 2 CFR 200.305.

Failure to adhere to these provisions may result in the termination of draw-down privileges.

EXHIBIT C – continued

OFFICE OF MANAGEMENT AND BUDGET GRANT CONDITIONS

The following documents issued by the Office of Management and Budget (OMB) apply to all Federal grants regardless of the Federal Department making them available:

- **Audit Requirement of Federal Funds:** (2 CFR § 200.332(a)(5)) 2 CFR part 200, subpart F (formerly known as OMB Circular A-133) – These requirements apply to each non-profit organization, each institution of higher education, and local governments as a whole when they or one of their departments receives federal funds. Any non-profit organization, institution of higher education, or local government spending more than \$750,000 in federal funds from all sources within a 12-month period must have an audit performed on the use of the funds. OGR defines the 12-month period as July 1 to June 30. The following link provides the full text of this basic federal grant requirement: <https://www.nhtsa.gov/highway-safety-grants-program/resources-guide>.
- **Cost Principles for Federal Grants to State and Local Governments**
 - o 2 CFR 200 subpart E – These requirements apply only to state and local government subrecipients. These regulations list and define general categories of costs that are both allowable and unallowable. Examples include the following:
 - o The cost of alcoholic beverages is unallowable.
 - o Costs incurred by advisory councils are allowable.
 - o Audit costs are allowable.
 - o Compensation costs are allowable so long as they are consistent with that paid for similar work in other activities of the local government.
 - o Entertainment costs are unallowable.
 - o Equipment costs are allowable with the prior approval of the HSO. Equipment having a useful life of more than one year or a current per-unit fair market value of \$5,000 or more must be tracked. When replacing equipment purchased with federal funds, the equipment to be replaced may be used as a trade-in or can be sold with the proceeds used to offset the cost of the replacement equipment. In addition, during the period of the contract with HSO, insurance on the equipment is allowable.
 - o Travel costs are allowable if pre-approved by the HSO and so long as they are consistent with those normally allowed in like circumstances for non-federally funded activities.
- **Cost Principles for Federal Grants to *Non-Profit Organizations and Institutions of Higher Education* -** These requirements apply to only the non-profit and higher education sub recipients. These document list and define general categories of costs that are allowable and unallowable. The link below provides the full text of these two basic federal grant requirements.
 - o eCFR :: 2 CFR Part 200 Subpart E -- Cost Principles

I sign these Grant Requirements based on personal knowledge, after appropriate inquiry, and I understand that the Government will rely on these representations in reimbursing grant funds.

Authorized Contract Signatory: _____ **Date:** _____

Signors Printed Name: _____

Authorized Contract Signatory: _____ **Date:** _____

Signors Printed Name: _____

Authorized Contract Signatory: _____ **Date:** _____

Signors Printed Name: _____

EXHIBIT C

OHS Grant Award		
Project Titles	Federal Budget	Minimum Match Required
SPEED ENFORCEMENT		
DUI ENFORCEMENT		
DISTRACTED DRIVING ENFORCEMENT		
PEDESTRIAN BICYCLE ENFORCEMENT		
SEATBELT MOBILIZATION		
IMPAIRED DRIVING MOBILIZATION		
DISTRACTED DRIVING MOBILIZATION		
E-CRASH EQUIPMENT(MDT)		
E-CRASH EQUIPMENT (Printers/Ext. Scanners/Ext. Receivers/Hardware Firewall/CAD-RMS Software)		
SPEED EQUIPMENT		
C.A.R. EQUIPMENT		
C.A.R. TRAINING		
EMERGENCY MEDICAL SERVICES		
Community Outreach & Betterment (COB) Grant		
Total Total amount Federal funds obligated to the subrecipient, (2 CFR § 200.331(a)(1)(vii)) Project Costs: 80% Federal Funds, 20% Applicant Share (Minimum Match Required).		

Awarding Agency: Office of Highway Safety (OHS)		
Federal Awarding Agency: National Highway Traffic Safety Administration (NHTSA), US DOT NHTSA Region 1 220 Binney St. 9th FL, Cambridge, MA 02142		
Budget period (new) –	10/01/2025 to 09/30/2026	
Is This a Research and Development Project: NO	Is Indirect Costs Applicable to This Grant:	YES NO

EXHIBIT C - continued**Project Titles, PSP & Task, ALN, and FAIN Numbers (FFY26)****SPEED ENFORCEMENT****PSP & Task** 26-02-04 402/IIAJ/Sup**ASSISTANCE LISTING NUMBER:** 20.600**FAIN Number** (Subaward): 69A37523300004020NH0, 69A37524300004020NH0, 69A37525300004020NH0, 69A37526300004020NH0, 69A3752330SUP4020NH0, 69A3752430SUP4020NH0, 69A3752530SUP4020NH0, 69A3752630SUP4020NH0**DUI ENFORCEMENT****PSP & Task** 26-07-04 402/IIAJ/Sup**ASSISTANCE LISTING NUMBER:** 20.600**FAIN Number** (Subaward): 69A37523300004020NH0, 69A37524300004020NH0, 69A37525300004020NH0, 69A37526300004020NH0, 69A3752330SUP4020NH0, 69A3752430SUP4020NH0, 69A3752530SUP4020NH0, 69A3752630SUP4020NH0**DISTRACTED DRIVING ENFORCEMENT****PSP & Task** 26-04-04 402/IIAJ/Sup**ASSISTANCE LISTING NUMBER:** 20.600**FAIN Number** (Subaward): 69A37523300004020NH0, 69A37524300004020NH0, 69A37525300004020NH0, 69A37526300004020NH0, 69A3752330SUP4020NH0, 69A3752430SUP4020NH0, 69A3752530SUP4020NH0, 69A3752630SUP4020NH0**PEDESTRIAN BICYCLE ENFORCEMENT****PSP & Task** 26-06-04 402/IIAJ/Sup**ASSISTANCE LISTING NUMBER:** 20.600**FAIN Number** (Subaward): 69A37523300004020NH0, 69A37524300004020NH0, 69A37525300004020NH0, 69A37526300004020NH0, 69A3752330SUP4020NH0, 69A3752430SUP4020NH0, 69A3752530SUP4020NH0, 69A3752630SUP4020NH0**SEATBELT MOBILIZATION****PSP & Task** 26-01-04 402/IIAJ/Sup**ASSISTANCE LISTING NUMBER:** 20.600**FAIN Number** (Subaward): 69A37523300004020NH0, 69A37524300004020NH0, 69A37525300004020NH0, 69A37526300004020NH0, 69A3752330SUP4020NH0, 69A3752430SUP4020NH0, 69A3752530SUP4020NH0, 69A3752630SUP4020NH0**IMPAIRED DRIVING MOBILIZATION****PSP & Task** 26-07-11 402/IIAJ/Sup**ASSISTANCE LISTING NUMBER:** 20.600**FAIN Number** (Subaward): 69A37523300004020NH0, 69A37524300004020NH0, 69A37525300004020NH0, 69A37526300004020NH0, 69A3752330SUP4020NH0, 69A3752430SUP4020NH0, 69A3752530SUP4020NH0, 69A3752630SUP4020NH0**DISTRACTED DRIVING MOBILIZATION****PSP & Task** 26-04-11 402/IIAJ/Sup**ASSISTANCE LISTING NUMBER:** 20.600**FAIN Number** (Subaward): 69A37523300004020NH0, 69A37524300004020NH0, 69A37525300004020NH0, 69A37526300004020NH0, 69A3752330SUP4020NH0, 69A3752430SUP4020NH0, 69A3752530SUP4020NH0, 69A3752630SUP4020NH0**E-CRASH EQUIPMENT****PSP & Task** 26-03-06 402/IIAJ/Sup**ASSISTANCE LISTING NUMBER:** 20.600**FAIN Number** (Subaward): 69A37523300004020NH0, 69A37524300004020NH0, 69A37525300004020NH0, 69A37526300004020NH0, 69A3752330SUP4020NH0, 69A3752430SUP4020NH0, 69A3752530SUP4020NH0, 69A3752630SUP4020NH0**SPEED EQUIPMENT****PSP & Task** 26-02-04 402/IIAJ/Sup**ASSISTANCE LISTING NUMBER:** 20.600**FAIN Number** (Subaward): 69A37523300004020NH0, 69A37524300004020NH0, 69A37525300004020NH0, 69A37526300004020NH0, 69A3752330SUP4020NH0, 69A3752430SUP4020NH0, 69A3752530SUP4020NH0, 69A3752630SUP4020NH0**EMERGENCY MEDICAL SERVICES****PSP & Task** 26-10-04 402/IIAJ/Sup**ASSISTANCE LISTING NUMBER:** 20.600**FAIN Number** (Subaward): 69A37523300004020NH0, 69A37524300004020NH0, 69A37525300004020NH0, 69A37526300004020NH0, 69A3752330SUP4020NH0, 69A3752430SUP4020NH0, 69A3752530SUP4020NH0, 69A3752630SUP4020NH0**COMMUNITY OUTREACH & BETTERMENT (COB) Grant****PSP & Task** 26-09-03 402/IIAJ/Sup**ASSISTANCE LISTING NUMBER:** 20.600**FAIN Number** (Subaward): 69A37523300004020NH0, 69A37524300004020NH0, 69A37525300004020NH0, 69A37526300004020NH0, 69A3752330SUP4020NH0, 69A3752430SUP4020NH0, 69A3752530SUP4020NH0, 69A3752630SUP4020NH0



State of New Hampshire Department of Safety

Robert L. Quinn, Commissioner
Eddie Edwards, Assistant Commissioner
Steven R. Lavoie, Assistant Commissioner

Office of Highway Safety

John A. Clegg, Program Manager



GRANT AGREEMENT AMENDMENT NOTICE

Date: _____

Grant Agreement Title/Number: _____

The NH Office of Highway Safety is amending your _____ original award amount from _____.

Upon your acceptance of this amendment, it shall be attached to and made a part of your department's current Federal Fiscal Year's grant agreement. Please refer to your Grant Agreement and Scopes of Work for any requirements, which will also apply to this amendment.

Adjustments:

Additional Project & Funds Awarded	Adjustment	Match Requirement
Total		

Comments: **Scope of Work Attached**

Signature and Title of Subrecipient 1 Date Signature and Title of Subrecipient 2 Date

Signature and Title of Subrecipient 3 Date

Acknowledgment: State of New Hampshire, County of _____, on _____, before the undersigned officer, personally appeared the person(s) identified above, known to me (or satisfactorily proven) to be the person(s) whose name(s) is(are) signed above, and acknowledged that he/she executed this document in the capacity indicated above.

Name, Title & Signature of Notary Public or Justice of the Peace

Robert L. Quinn, Commissioner, or Designee
NH Department of Safety

Date

Approval by Attorney General (Form, Substance and Execution) (if G & C approval required By: _____
Assistant Attorney General, On: _____.

Scope of Work

Speed Enforcement Equipment

NOTE: All equipment that is \$10,000.00 or more individually must meet the "BUY AMERICA" requirement and receive prior written approval from the National Highway Traffic Safety Administration (NHTSA) before it can be purchased. The Office of Highway Safety shall be under no obligation to provide reimbursement to a grantee for equipment purchased outside of these requirements.

Purchased equipment must be installed and in use by July 1st for use in Quarter 4.

All equipment must be invoiced by May 31st. Equipment Reimbursements must be submitted no later than July 15th.

***Attorney General Final written approval must be given prior to purchase of equipment.**

EQUIPMENT AWARDED IS INDICATED BY AN "X" NEXT TO THE PROJECT

- Speed enforcement equipment grants available to current patrol enforcement grantees only.
- Funded patrol enforcement grants must be conducted in order to obtain current speed enforcement equipment:
 - X Speed Radar Display Trailer W/ Statistical Software and Costs of Initial Year
 - Movable Radar Speed Display Sign W/ Statistical Software and Costs of Initial Year
 - Handheld LiDAR Unit
 - In Car Radar Unit
 - Traffic Data Recording Device W/ Statistical Software and Costs of Initial Year
- Speed Enforcement Equipment shall be reimbursed at 75%.

Other Important Requirements

- Agencies shall follow all internal standard operating procedures in obtaining vendor quotes prior to submission of the OHS equipment grant application. Once a quote and vendor have been agency approved and submitted to the OHS, quotes/vendors shall not be changed.
- It is required that a speed enforcement effort be conducted in problem areas identified by data produced by radar trailers and or radar display signs. Departments shall contact the NHDOT for approval and follow the NHDOT work instructions document "Guideline for The Use of Driver Feedback Radar Devices (DFRD)"
- Speed Radar Display Trailers and Movable Radar Speed display signs shall include data collection software so that data can be viewed to address problem areas. Grantees agree to maintain software license after initial equipment purchased. Data collected from equipment shall be submitted to the Office of Highway Safety upon request.
- At the request of the New Hampshire Office of Highway Safety, Speed Radar Display Trailers and display signs, will be utilized during national or state mobilization efforts for highway safety messaging. Please obtain a photo showing placement for a specific location.
- Speed display signs shall be movable and not permanently fixed (i.e. permanently secured to a pole, etc.) to help address problem areas occurring on roads traversing through the community.
- Speed radar trailers and signs shall be moved regularly within the community to address areas of highway safety concern.
- Handheld LiDAR and in car radar equipment must only be used by those officers trained and certified in the use of such equipment.

Grantee Initials: _____
Date: _____

Grantee Initials: _____
Date: _____

Grantee Initials: _____
Date: _____



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

Town Council Meeting – Agenda Item Coversheet

Meeting Date: 8/4/2025

Submitted By: Kirsten Hildonen

Department: Town Manager

Contact Information: khildonen@londonderrynh.gov

Estimated Discussion Time: 10 minutes

Agenda Item Number: D.2

Agenda Item Title: Receive Public Input, Discuss, and Act Upon Ordinance 2025-07: An Amendment to the Londonderry Zoning Ordinance Section 9.3 Relative to Reassigning Responsibility for Demolition Review

Background and Purpose: The Londonderry Zoning Ordinance Section 9.3 outlines a process for demolition review of buildings with potential historical significance to the Town of Londonderry. Currently, this review is administered by a freestanding Demolition Review Committee comprised of two Heritage Commission members and one member-at-large with up to two alternates. In the past year, it has proved challenging to a) fill the positions on the Committee and 2) convene a quorum of the Committee within the time frame proscribed by Section 9.3. Therefore, to improve efficiency, staff is proposing amending Section 9.3 to reassign demolition review to the Heritage Commission. NH RSA 674:44-b I(d) invests the Heritage Commission with the power to “Advise, upon request, local agencies and other local boards in their review of requests on matters affecting or potentially affecting cultural and historic resources.” Staff believes this will result in a clearer and more consistent experience for board members, staff, and those seeking to demolish buildings with potential significance. The amended Section 9.3 is modeled on that of the [City of Laconia](#), which vests power for demolition review in its Heritage Commission.

Action: Hold a public hearing, discuss, and adopt the amendment of the zoning ordinance as provided.

Proposed Motion: MOVED that the Londonderry Town Council adopt Ordinance 2025-07 as an amendment to the zoning ordinance relative to the process of Demolition Review.

Attachments: Ordinance 2025-07; Redline version of Zoning Ordinance Section 9.3; NH Division of Historical Resources fact sheet on demolition review



Town of Londonderry, New Hampshire

268B Mammoth Road • Londonderry, NH 03053

(603) 432-1100 • londonderrynh.gov

ORDINANCE 2025-07

AN AMENDMENT TO THE LONDONDERRY ZONING ORDINANCE SECTION 9.3 RELATIVE TO REASSIGNING RESPONSIBILITY FOR DEMOLITION REVIEW

WHEREAS the Londonderry Town Council approved the creation of Zoning Ordinance Section 9.3, establishing a process for demolition review of historic structures, via Ordinance 2004-04 on March 8, 2004; and

WHEREAS the current responsibility for demolition review is vested in a Demolition Review Committee; and

WHEREAS Town staff have prepared amendments to Section 9.3 to reassign the responsibility for demolition review to the Heritage Commission in accordance with the powers vested in the Commission by NH RSA 674:44-b to improve the efficiency and clarity of the demolition review process.

NOW THEREFORE BE IT ORDAINED by the Town Council of the Town of Londonderry that the Town Zoning Ordinance be amended per the attached to reflect the changes to Section 9.3 relative to reassigning responsibility for demolition review, to become effective upon passage by the Town Council.

Ron Dunn – Chair
Town Council

Sharon Farrell – Town Clerk

A TRUE COPY ATTEST:
08/04/2025



EXCEPTION: Structures requiring no action by the Fire or Engineering departments will require only an authorized Building Department representative signature.”

- L. **Section R112 Board of Appeals:** Delete Section R112 in its entirety and insert in place thereof the following: “Section R112 Board of Appeals: In accordance with the provisions of [RSA 673:3, IV](#), the Londonderry Zoning Board of Adjustment shall act as the building code Board of appeals, with power as provided by [RSA 674:34](#).”
- M. **Section R113.4 Violation Penalties:** Amend Section to read as follows: Omit at the end of the paragraph “by law”, and insert the following: by the provisions of [RSA 676:15](#) and [RSA 676:17](#).”
- N. **Section R114.2 Unlawful Continuance:** amend Section to read as follows: omit at the end of the paragraph “by law”, and insert the following: by the provisions of [RSA 676:15](#) and [RSA 676:17](#).”
- O. **Table R301.2(1) Climatic and Geographic Design Criteria:** Insert design criteria in the Table as follows: Ground Snow Load - “It has been determined by a site-specific study conducted by the Structural Engineers of NH that the ground snow load for Londonderry is 65 pounds per square foot.”; Wind Speed - “120 mph Exposure B” Seismic Design Category - “D”; Weathering - “Severe”; Frost Depth - “48”; Termite - “Moderate”; Winter Design Temp - “-3F”; Ice Barrier Underlayment - “Yes”; Flood Hazard - “2005”; Air Freezing Index - “1500”; Mean Annual Temperature - “45”
- P. **Section R403.1.4.1 Frost Protection:** Amend section exception item 1. as follows: 400. Delete section exception item 2. entirely.
- Q. **International Plumbing Code 2018** - Section 602.3.3 Water Quality: insert at the end of the Section paragraph, the following sentence “A water test report shall be submitted to the Building Inspector for review prior to the issuance of a certificate of occupancy. Such test shall include, “standard analysis” as recommended by the NH Department of Environmental Services, as well as volatile organic compounds (VOC) contaminants.”

9.3 Building Code Amendments – Part III, Demolition Delay

9.3.1 Definitions

As used in this section, the following words or phrases shall be defined as follows:

Building

Defined as in the International Building Code 2000 Edition as recommended and maintained by the voting membership of the International Code Council, Inc.

Demolition Review Committee

~~A committee comprised of 3 members and 2 alternates appointed by the Town Council comprised of at least 2 Heritage Commission members and 1 at-large member of the public.~~

Demolition

The act of pulling down, destroying, removing, or razing a building or commencing the work of total or substantial destruction with the intent of completing the same.

Significance

~~A building’s association with historic persons or events, or with the architectural, cultural, economic, or social history of the community.~~



9.3.2 Criteria

Any building or part of a building in the Town of Londonderry will fall under this ordinance where:

- A. The proposed demolition is greater than 500 square feet of gross floor area; and
- B. The building was constructed more than 75 years before the date of application for demolition permit; and
- C. The building is visible from the adjacent public right of way or public lands.

9.3.3 Procedure

When an application for a demolition permit, or a building permit involving a demolition, or a site plan review involving demolition is made, or a formal written application is submitted to the Building Inspector for a determination under this ordinance, the Building Inspector will determine if the building, or Section of the building, meets the above criteria. If it does meet the above criteria, the Building Inspector shall:

- A. Notify the applicant in writing within ~~5-five~~ business days of the filing that the demolition must be reviewed by the Heritage Commission before proceeding, and the date, time and place of the next regularly scheduled meeting of the Heritage Commission, before proceeding and that the delay will not exceed 45 days.
- B. Within ~~five5~~ business days forward the application to each member of the Heritage Commission for review at its next regularly scheduled meeting.~~Demolition Review Committee.~~
- C. If the Heritage Commission~~Demolition Review Committee~~ determines the building to be potentially significant (see **Section 9.3.4(A)**); within ~~five5~~ business days of that decision the Building Inspector shall notify the applicant that a sign identifying the building as proposed for demolition and the date, time, and place of the public hearing on the proposed demolition is ready for posting in a visible location on the building. Posting of the sign within ~~five5~~ business days of receiving notification from the Building Inspector shall be the responsibility of the applicant. If the sign is not posted at least 15 days prior to the date of the public hearing, the process shall stop and the public hearing will not be rescheduled until at least 15 days after the sign is posted.~~If the sign is not posted within 5 business days, the 45 day time frame provided for above shall stop running and not resume until the sign is posted.~~

9.3.4 ~~Heritage Commission~~Demolition Review Committee Responsibilities

It is the responsibility of the ~~Heritage Commission~~Demolition Review Committee to:

- A. Notify the applicant that the application has been received and confirm the application will be on the agenda of the next regularly scheduled meeting and, if possible, coordinate a site visit to gather further information necessary to make a final determination.~~Make a decision within 5 business days of receipt of the demolition application as to whether the building might be of historical or architectural significance.~~
- B. If a determination is made that the building or structure is found to be not significant, the Chairman of the Heritage Commission shall notify the Building Inspector and the applicant in writing within two business days of such decision and that the demolition may proceed.~~Notify the Building Inspector in writing within 2 business days of decision if the building is found not to be significant and demolition can proceed.~~



- C. If a determination is made that the building or structure is found to be significant the following timeline shall begin: Notify the Building Inspector in writing within 2 business days of decision if the building is found to be potentially historically or architecturally significant.
1. A public hearing shall be scheduled by the Heritage Commission for the next regularly scheduled meeting. The Heritage Commission shall also be responsible for requesting that Town provide notice of said public hearing in accordance with RSA 675:7, with any expense related to notification paid for by the Town. Establish a date and location for a public hearing to occur within 12 days of determination of potential significance. A notice of public hearing shall be submitted to the local newspaper within 2 days of decision.
 2. Upon the request of the applicant, the Chair of the Heritage Commission may elect to hold a special meeting for the public meeting prior to the next regularly scheduled meeting, subject to the availability of a quorum of Heritage Commission members. If a special meeting is scheduled, it shall be noticed in accordance with RSA 91-A:2 II.
 3. The Building Inspector and applicant shall be notified in writing within two business days of such decision, to include the date, time and location of the public hearing.
 4. Hold the public hearing to hear all public testimony regarding the proposed demolition. The applicant or representative thereof shall be invited to attend the public hearing to present the proposal and to hear the concerns or alternatives that are proposed by members of the public.
- D-5. If an agreement cannot be reached during the public hearing, a meeting between the Heritage Commission and the applicant or representative thereof shall be scheduled within ten business days of the public hearing to further discuss alternatives to demolition.
- E. Hold the public hearing to hear all public testimony regarding demolition of the building. The applicant (or applicant's agent) proposing the demolition shall be invited to attend the public hearing to hear the concerns or alternatives that are proposed by members of the public.
- F. Notify the applicant and the Building Inspector within 2 business days following the public hearing that the demolition can proceed if the building is found not to be significant.
- G. Hold a meeting between the Demolition Review Committee and the applicant (or applicant's agent) within 10 business days of the public hearing to discuss alternatives to demolition if the committee determines the building is significant and its loss potentially detrimental to the community.

9.3.5 Demolition

- A. If no alternatives to demolition have been identified and agreed to by the applicant after the meeting provided for above in Section 9.3.4(C.5), within ten days of the above meeting, the Heritage Commission may petition the Town Council for up to an additional sixty-day time period before the demo permit is issued. This time period is to allow the Heritage Commission extra time to fundraise, outreach or discuss alternatives. If no alternatives to demolition have been identified and agreed to by the applicant, after the meeting provided in Section 9.3.4(G), the applicant is free to proceed with demolition. Prior to demolition, and if the applicant is in agreement, the Demolition Review committee shall photographically document the building. The committee may also encourage the applicant to salvage significant architectural features.
- A-B. If no alternatives to demolition have been identified and agreed to by the applicant after the meeting provided for above in Section 9.3.4(C.5), and no petition for more time has been

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submitted to the Town Council, the applicant is free to proceed with the demolition permit application process. If demolition is to proceed, and if the applicant is in agreement, the Heritage Commission shall photographically document the structure or building. The Committee shall also encourage the applicant to salvage significant architectural features.

C. Nothing in this ordinance shall be construed to prevent immediate demolition where public safety is at stake and the building has been determined by the Building Inspector to be a public hazard and demolition is the only viable recourse.

B-D. Nothing in this article shall be construed to supersede the demolition permit application process that exists in the Building Department and which involves approvals from state departments and utility providers.

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9.4 Board of Adjustment

The Board of Adjustment shall have authority to allow slight variations from the specific terms of this Ordinance where it can be shown that unnecessary hardship would otherwise result.

9.5 Amendments

This ordinance may be amended by a majority vote of the Town Council, following the procedures set forth in the Town Charter.

9.6 Enforcement

Upon any well-founded information that this ordinance is being violated the Building Official shall take steps to enforce the provisions of this Ordinance by seeking appropriate legal action. Whoever violates any of the provisions of the above regulations shall be punished upon conviction by a fine in accordance with [RSA 676:15](#) and [676:17](#).

9.7 Effective Date

This ordinance (code) was originally adopted at the Town Meeting March 9, 1965.

9.8 Conflicting Provisions

Whenever the regulations made under the authority hereof differ from those described by any statute, ordinance or other regulations, that provision which imposes the greater restriction or the higher standard shall govern.

9.9 Validity

If any section, clause, provision, portion, or phrase of this ordinance shall be held to be invalid or unconstitutional by any court of competent authority such holding shall not affect, impair, or invalidate any other section, clause, provision, portion or phrase of this Ordinance.



PROTECTING HISTORIC RESOURCES THROUGH DEMOLITION REVIEW

What is Demolition Review and How Does it Work?

Demolition review is a preservation tool that ensures potentially significant buildings and structures are not demolished without notice to the community and review by a heritage or historic district commission. A demolition delay ordinance can be adopted as an amendment to the building code, implemented as a stand-alone ordinance, or as a bylaw in an existing historic preservation or zoning ordinance. This legislation can be a very effective tool in helping to protect historically significant resources in the community. A demolition delay ordinance or bylaw cannot prevent demolitions indefinitely, ensure that demolition will be avoided, or prevent demolition of any and all old buildings or structures within a given community. Rather, the process allows for review of proposed demolitions to assess a building's historical significance. If the building is determined to be historically or architecturally significant, the issuance of the demolition permit is delayed for a specific period of time – typically anywhere from 30 to 90 days, but in some cases up to 12 months. While this may sound like a lengthy period for an owner to wait, a major construction project typically involves many months of planning before actual demolition will occur; most construction projects take a year or more to get through concept and site planning, design and drawing, local reviews and approvals, and finally permitting before even getting to the construction phase. If demolition review is conducted during the early conceptual stages of project development, alternatives can be explored in earnest and without undue hardship to the applicant.

During the delay period, a public hearing is scheduled where the review body, building owner, and members of the community can consider alternatives to demolition and options for preserving the building. Successful alternatives might include incorporating the building into the design of the project, selling the property to a purchaser interested in rehabilitating the building, or finding alternative sites for the proposed project. If no feasible alternatives can be found, the delay period can allow the building to be documented and for architectural features to be salvaged.

What Actions Trigger Demolition Review?

Most demolition review procedures are triggered by the filing of a demolition permit, but they can also begin in other ways, such as when an application for site plan review has been submitted and the intent to demolish a building is indicated, or when the building or code inspector receives a letter of intent



to demolish. An effective demolition review ordinance defines what constitutes a demolition. In most cases, demolition is generally defined as the act of either demolishing or removing fifty percent or more of the roof area or exterior walls, or any exterior wall facing a public street.

What Properties Are Subject to Review?

A demolition review ordinance should spell out specific criteria for determining which properties are subject to review. Most communities require some level of review for all buildings or structures at least fifty years old, but others have restricted review to those at least one hundred years old. Other communities have applied demolition review to properties previously identified through a historic resources survey or listed on the State or National Register of Historic Places. Finally, some communities decide to apply protection to a specific geographic area, such as a downtown or Main Street.



In most cases, the historic resources survey or tax assessment records can verify the age of a building proposed for demolition. If no survey information exists, the burden of establishing the date of construction can rest on the applicant or can be left to the review body. Once a building or structure has been determined to meet the age or geographic criteria, the review body – often with the assistance of municipal staff – typically determines whether it is significant. Significance can be determined by analyzing the building's association with historic persons or events, or with the architectural, cultural, economic, or social history of the community. The review process works best when a historic resources survey exists to verify a building's age, as well as its architectural and historical significance, or where there is properly trained municipal staff to assist with the necessary research. In both Keene and Concord, for example, the demolition review committee, which is comprised of three members of the Heritage Commission, is responsible for conducting the initial review, making the official determination of significance, and holding the meeting to explore alternatives.

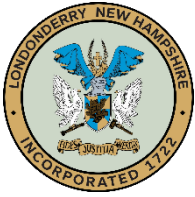
Why Do Communities Need Demolition Review?

Many communities in New Hampshire are experiencing rapid population growth. This growth can lead to development pressure in older neighborhoods and unanticipated teardowns, which can slowly erode community character and identity. A demolition review ordinance allows a community to proactively deter the demolition of historically significant buildings. Demolition review works best when it is paired with other preservation tools and policies, such as heritage or historic district commissions or completion of a historic resource survey. In cases where a community cannot garner the local or political support for a local historic district, demolition review can be the only viable means for exploring alternatives to the loss of significant buildings. Communities with demolition review in place, such as Concord, report wide success in preventing the loss of significant buildings through early consultation and exploration of alternatives.



How Does a Community Get Started?

- Start by talking to the Division of Historical Resources, who can answer specific questions, assist in mapping out a successful education and outreach effort, and provide you with a list of preservation professionals who can also help you in your process.
- Research and talk to communities with successful demolition review programs and review their ordinances (though avoid copying an ordinance verbatim – it should always be tailored to the specific needs of the community). New Hampshire communities with demolition review in place include Concord, Keene, Weare, and Stratham.
- Set up an informational meeting with your local Heritage or Historic District Commission and Planning Board and invite an expert to answer questions.
- Remember that the staff at the Division of Historical Resources is available to meet with your organization to provide technical assistance, and the DHR keeps a list of qualified preservation professionals that can help your community prepare its new ordinance. Certified Local Governments may be eligible for grants to hire a preservation consultant to assist in this process.
- Prepare a handout with frequently asked questions, and photos of significant buildings in your community.



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

Town Council Meeting – Agenda Item Coversheet

Meeting Date: 8/4/2025
Submitted By: Jason Ayotte
Department: NH Dept. of Transportation

Contact Information: Email or Telephone
Estimated Discussion Time: 20 minutes
Agenda Item Number: E.1

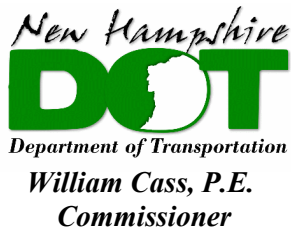
Agenda Item Title: NH Dept. of Transportation will provide an update on the Roundabout Project on Rt. 28 at Stonehenge Rd.

Background and Purpose: The NH Dept. of Transportation in partnership with the Town of Londonderry will be constructing a roundabout at the intersection of Rt. 28 and Stonehenge Rd. The project will go out to bid shortly. The work is scheduled to begin in the spring of 2026 with completion by the end of 2026. Jason Ayotte of NH DOT will be providing a project status update to the Town Council.

Action: No action required, informational only.

Proposed Motion: *Moved, that the Londonderry Town Council hereby approve [or adopt/authorize] [action requested of Town Council].*

Attachments: Click or tap here to enter text.



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



David Rodrigue, P.E.
Assistant Commissioner

LONDONDERRY
41715
NH ROUTE 28/STONEHENGE ROAD
INTERSECTION IMPROVEMENTS

Bureau of Highway Design
Room 200
Tel. (603) 271-2171
Fax (603) 271-7025

July 1, 2025

Mr. Shaun Mulholland
Town Manager
Town of Londonderry
268B Mammoth Road
Londonderry, NH 03053

Dear Mr. Mulholland and Town Council:

As you are aware from our previous coordination and public meetings, the New Hampshire Department of Transportation (NHDOT) is developing the NH Route 28 (Rockingham Road) and Stonehenge Road intersection improvements in Londonderry. The purpose of the project is to improve the NH Route 28 and Stonehenge intersection operations and safety and crash, speed, and traffic deficiencies identified. The project proposes to change the intersection control, construct a new roundabout, and reconstruct over 1400' of NH Route 28 and approximately 400' of Stonehenge Road. In addition, the construction will upgrade roadway pavement and subbase materials, reconstruct the closed stormwater drainage and include a stormwater treatment swale, and culvert stream crossing upgrades, as well as other necessary incidental construction required for the intersection and roadway improvements.

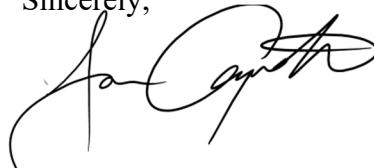
To complete the intersection work on NH Route 28, two-way traffic will be maintained during most work operations and non-work hours, however the construction sequencing reduces lane and shoulder widths, requires temporary widenings, as well as the employs the use of one-lane two-way alternating traffic control during off peak periods. Throughout the duration of the project, and at the discretion of the Department, uniformed officers and flaggers may be used to control traffic. Static and portable changeable message signs will also be utilized to notify motorists in advance of upcoming work and provide messages during construction. The project is scheduled to be advertised on August 26, 2025, and NHDOT anticipates construction beginning Spring 2026 with the new roundabout opening in late fall of 2026. Temporary improvements for utility relocations and tree clearing may begin in the Winter of 2026, and final pavement, pavement markings, and construction closeout items will likely be completed in Spring 2026.

Included as part of this transmittal are two (2) copies of the Municipal Work Zone Agreement (MWZA) that all municipalities are asked to sign as an acknowledgement that the Department will have the authority to

control traffic through the work zone for the duration of the project. Please sign both enclosed documents and return them to me in the self-addressed, stamped envelope provided. One (1) signed copy will be returned to the Town and one (1) retained in the Construction file.

There is no additional cost for this agreement to Londonderry and there is no expectation of Town staff support for any construction activities. If you have any questions or would like to discuss this project further, feel free to call me at (603) 271-3921 or e-mail Jason.M.Ayotte@dot.nh.gov.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jason M. Ayotte', with a stylized flourish at the end.

Jason M. Ayotte, P.E.
Project Manager

JMA/jma

Enclosures: Municipal Work Zone Agreements

cc: Chief Kim Alan Bernard (via email)

**MUNICIPAL WORK ZONE AGREEMENT
FOR
LONDONDERRY**

**STATE PROJECT: 41715
FEDERAL PROJECT: X-A004(724)**

THIS AGREEMENT, executed in ***duplicate***, made and entered into this _____ day of _____, 2025, between the New Hampshire Department of Transportation, hereinafter called the “DEPARTMENT” and the Town of Londonderry, hereinafter called the “TOWN.”

WITNESSETH that,

WHEREAS, the DEPARTMENT shall construct project Londonderry 41715, Intersection Improvements at NH Route 28 and Stonehenge Road in the TOWN.

WHEREAS, The State Legislature has delegated the Commissioner of the DEPARTMENT with full authority to control traffic in highway/bridge construction work zones on Class I, II, and III highways; RSA 228:21, 236:1, and 228:37;

WHEREAS, The Department intends to use a combination of flaggers and/or uniformed officers, as appropriate, to control traffic and ensure public and worker safety; and

NOW, THEREFORE, in consideration of the above premises, it is mutually agreed as follows:

- A. The DEPARTMENT proposes to construct a new roundabout at the intersection of NH Route 28 (Rockingham Road) and Stonehenge Road, and reconstruct over 1400’ of NH Route 28 and approximately 400’ of Stonehenge Road. The construction will upgrade roadway pavement and subbase materials, closed stormwater drainage and treatment swale, include culvert stream crossing upgrades, and other necessary incidental construction required for the intersection and roadway construction activities;
- B. The DEPARTMENT will be responsible for the management and operation of the highway throughout the duration of the construction of the project. This includes the authority to determine the most appropriate way to control traffic within the construction work zone limits of the project.**
- C. The Department, as of April 1, 2013, will only compensate for the use of police officers that have successfully completed an NHDOT approved course on the Safe and Effective Use of Law Enforcement in Work Zones.

IN WITNESS WHEREOF, the parties here have affixed their signatures, the Town of Londonderry, New Hampshire, on this _____ day of _____, 2024; The Department of Transportation on this _____ day of _____, 2024.

**NEW HAMPSHIRE DEPARTMENT OF
TRANSPORTATION**

TOWN OF LONDONDERRY

By: _____
William J. Oldenburg, P.E.
Director of Project Development

By: _____
Ron Dunn
Chairman, Town Council

| cc: Chief Kim Alan Bernard (Londonderry Police Chief)

**MUNICIPAL AGREEMENT
FOR
TOWN OF LONDONDERRY**

**STATE PROJECT #: 41715
FEDERAL PROJECT #: X-A004(724)**

THIS AGREEMENT, executed in *triplicate*, made, and entered into this ____ day of _____, 2025, between the New Hampshire Department of Transportation, hereinafter called the “DEPARTMENT” and the Town of Londonderry hereinafter called the “TOWN”.

WITNESSETH that,

WHEREAS, the DEPARTMENT intends to construct project Londonderry 41715, Intersection Improvements at NH Route 28 and Stonehenge Road in the TOWN.

WHEREAS, the purpose of the project is to improve the NH Route 28 and Stonehenge intersection safety and operations;

WHEREAS, NH Route 28 (Rockingham Road) is a State maintained roadway;

WHEREAS, Stonehenge Road is a Town maintained roadway;

WHEREAS, the purpose of this AGREEMENT is to document understandings, policy and facilitate TOWN maintenance of the LANDSCAPING within the STATE owned and controlled Right of Way;

WHEREAS, the DEPARTMENT Maintenance Forces, by policy and practice, do not maintain landscaping; and

WHEREAS, the primary objectives of incorporating landscaping into roundabout design include:

- Encourages lower speeds by requiring drivers to navigate around the landscaped central island;
- Avoids obscuring the roundabout to drivers and clearly indicates drivers cannot pass straight through the intersection; and
- Strategically places easily maintainable landscaping to promote adequate sight distances.;

NOW, THEREFORE, in consideration of the above premises, it is mutually agreed as follows:

- A. The DEPARTMENT shall construct landscaping amenities within the roundabout (intersection) central island in coordination with the TOWN. The costs for the landscaping will be included in the project and the Town will not have to contribute any additional funds above what has been already agreed to under this AGREEMENT. The TOWN shall maintain the landscaping amenities included within the roundabout

central island. All work associated with construction of these facilities will be in accordance with DEPARTMENT specifications.

- B. The DEPARTMENT will be responsible for the maintenance of the landscaping throughout the duration of the landscaping establishment period. The establishment period begins as soon as plants are planted and extends one (1) year or until the date of DEPARTMENT acceptance, whichever date is later. All work associated with the proposed landscaping will be in accordance with Londonderry 41715 contract and DEPARTMENT's specifications.
- C. The DEPARTMENT has coordinated the proposed landscaping plan with the TOWN. The TOWN has accepted the proposed landscaping plan.
- D. The TOWN shall provide or cause to provide, at its own cost and expense, for the future maintenance of the landscaping indicated above, including traffic control, once the work under this AGREEMENT is completed. All maintenance activities in the center of the roundabout shall be coordinated with the DEPARTMENT before any work is completed, including mulching of planting beds and all trimming and pruning as required. Maintenance activities by the TOWN shall not obstruct the roundabout or NH Route 28 travel ways.
- E. The DEPARTMENT maintains the right to disturb or remove landscaping or portions thereof if deemed necessary for maintenance or reconstruction of the roadway and/or appurtenances. In addition, if the TOWN does not, after written notice to the TOWN by the DEPARTMENT, perform the needed maintenance to the landscaped areas, the DEPARTMENT may elect to terminate this agreement and remove landscaped areas, as required. This shall be the sole remedy of the DEPARTMENT.
- F. The roundabout geometry, layout, closed drainage, and median splitter islands accommodate a second NH Route 28 southbound lane and sidewalks, if required in the future. Should the TOWN construct modifications, such as sidewalk and/or bicycle accommodations, under a separate project, the TOWN agrees that no changes will be made without prior approval of the DEPARTMENT.
- G. The TOWN shall defend, indemnify and hold harmless the DEPARTMENT and its officials, agents and employees from and against any and all claims, liabilities or suits arising from (or which may be claimed to arise from) any act or omission of the TOWN or its subcontractors in the performance of this agreement. Notwithstanding the foregoing, nothing herein contained, shall be deemed to constitute a waiver of the sovereign immunity of the STATE or the DEPARTMENT, which immunity is hereby reserved.
- H. It is further understood and agreed between the DEPARTMENT and the TOWN that neither the DEPARTMENT, nor the Federal Highway Administration will be responsible for any expenses or costs incurred by the TOWN under this Agreement.

IN WITNESS WHEREOF, the parties here have affixed their signatures, the Town of Londonderry, New Hampshire, on this _____ day of _____, 2025, and the Department of Transportation on this _____ day of _____, 2025.

**NEW HAMPSHIRE DEPARTMENT OF
TRANSPORTATION**

TOWN OF LONDONDERRY

By: _____
COMMISSIONER

By: _____
Name: Ron Dunn
Chairman, Town Council

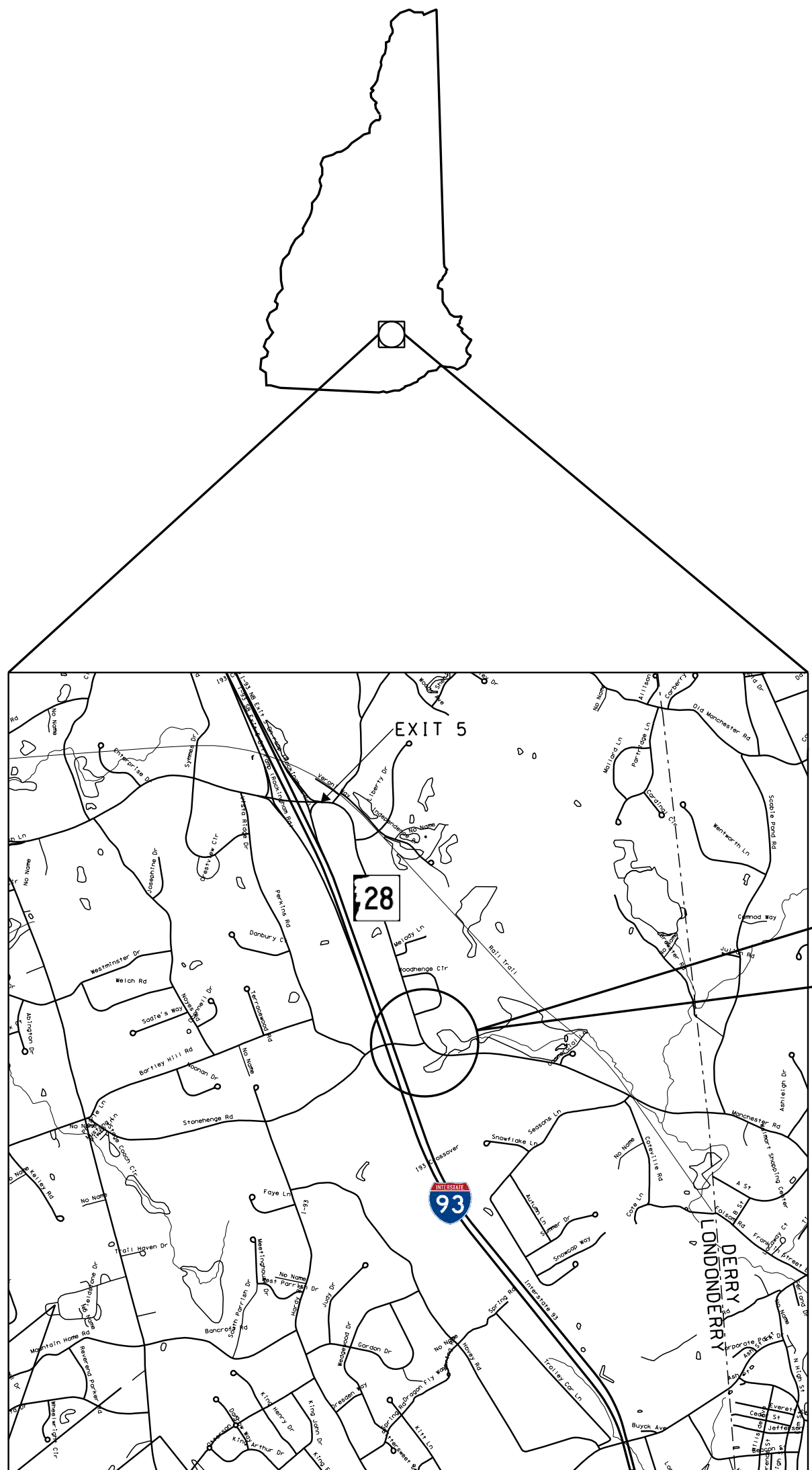
STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
CONSTRUCTION PLANS
FEDERAL AID PROJECT

X-A004(724)

N.H. PROJECT NO. 41715
NH ROUTE 28

DESIGN DATA

		NH 28	STONEHENG
AVERAGE DAILY TRAFFIC	2020/21	17,900 VPD	4,952 VPD
AVERAGE DAILY TRAFFIC	2044	22,700 VPD	N/A
PERCENT OF TRUCKS		8%	N/A
DESIGN SPEED		45 MPH	35 MPH
LENGTH OF PROJECT		1515 FT	415 FT



LOCATION MAP



GRAPHIC SCALE

41715

STA. 409+25
BEGIN CONSTRUCTION

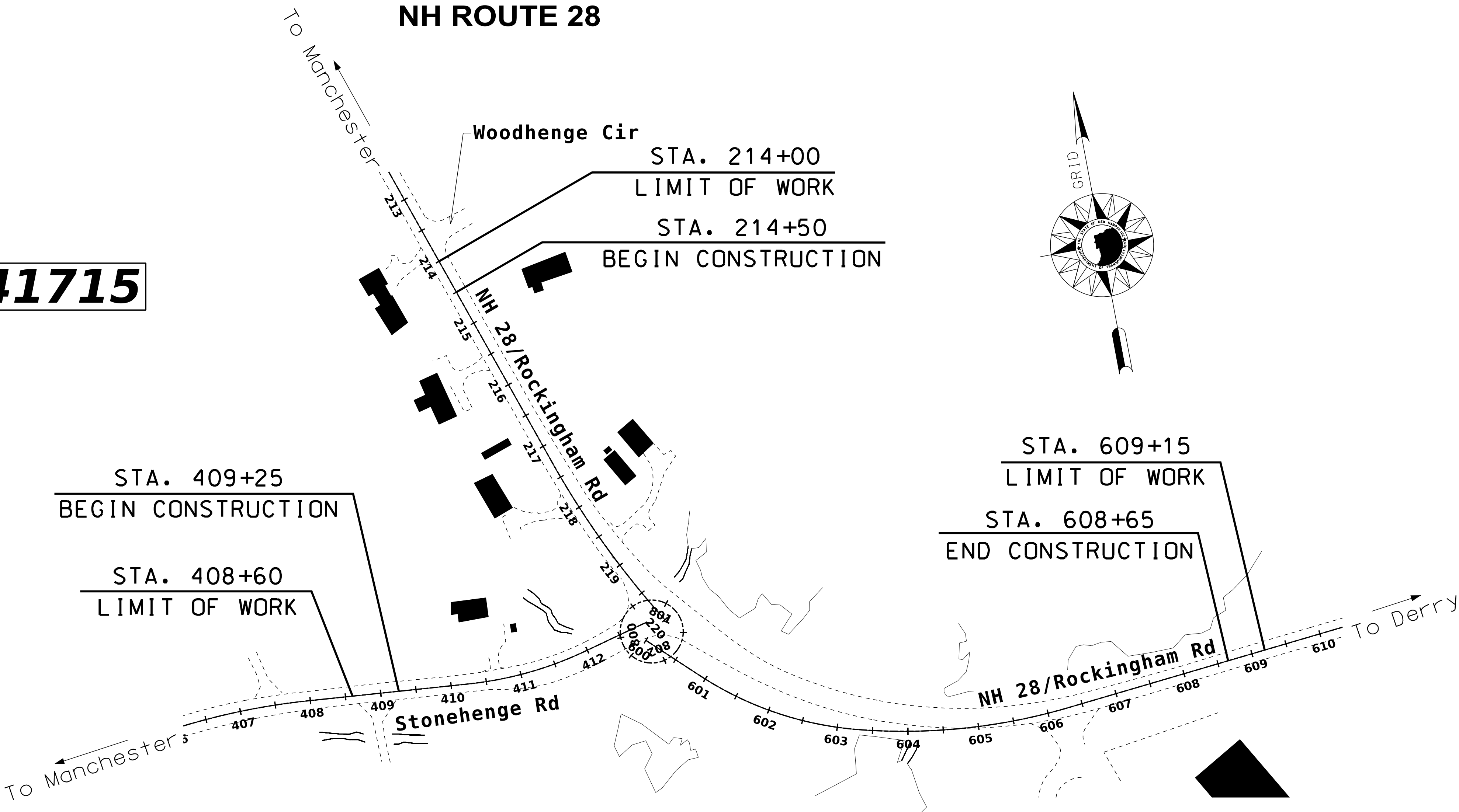
STA. 408+60
LIMIT OF WORK

STA. 214+00
LIMIT OF WORK

STA. 214+50
BEGIN CONSTRUCTION

STA. 609+15
LIMIT OF WORK

STA. 608+65
END CONSTRUCTION



TOWN OF LONDONDERRY, NH
COUNTY OF ROCKINGHAM

SCALE: 1" = 100'
LENGTH OF PROJECT: 0.4 MILES

GPI Greenman-Pedersen, Inc.
Engineering & Construction Services
116 S River Rd Building B Suite 1, Bedford, NH 03110
Tel: (603) 776-8259 Fax: (978) 658-3044
<http://www.gpinet.com>

NHDOT THE STATE OF
NEW HAMPSHIRE
DEPARTMENT OF
TRANSPORTATION

RECOMMENDED FOR APPROVAL:

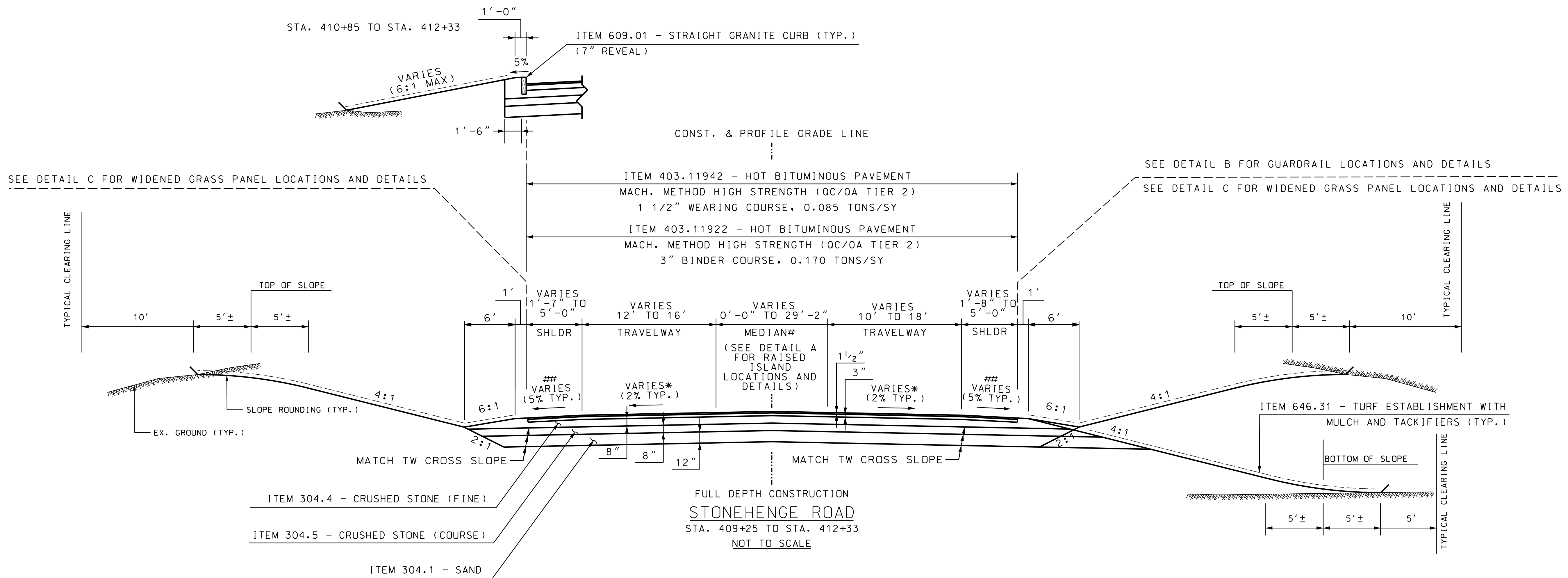
DIRECTOR OF PROJECT DEVELOPMENT DATE

APPROVED:

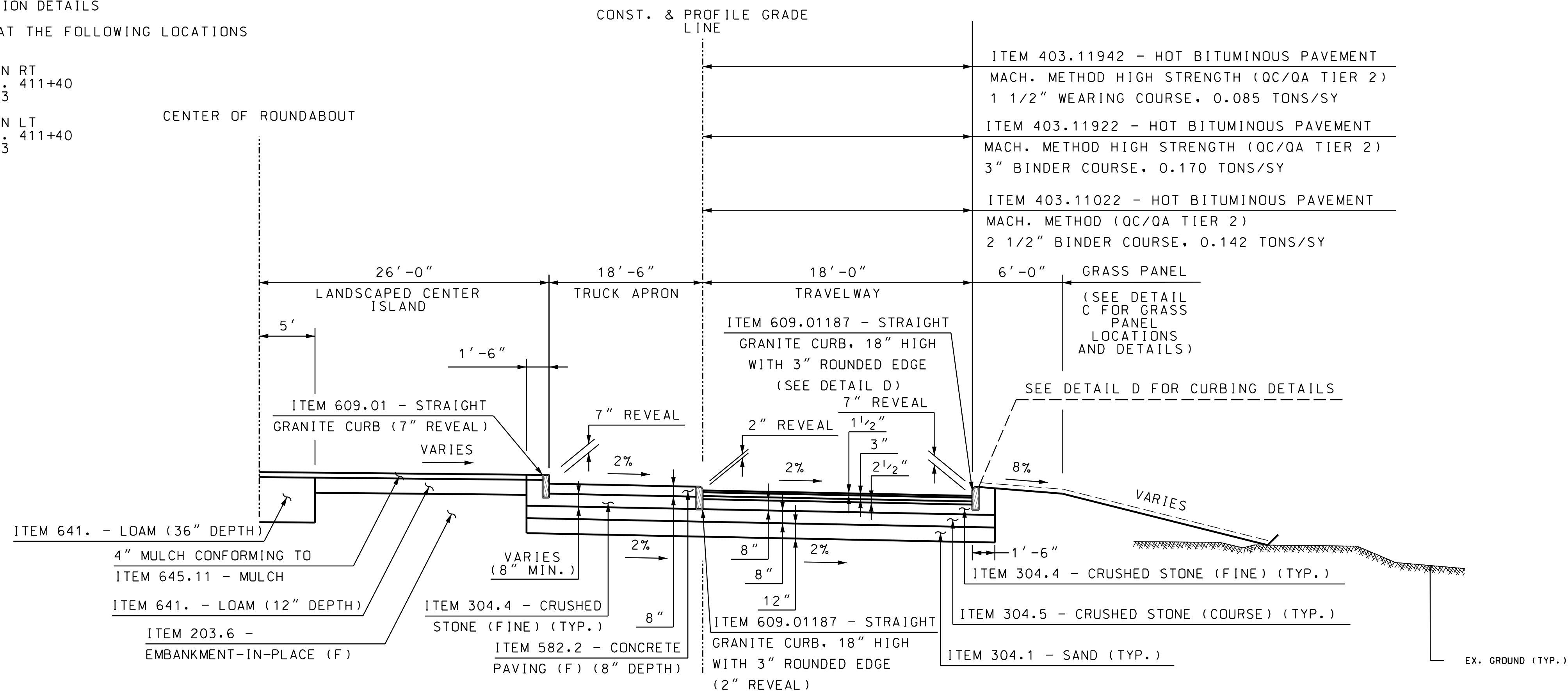
ASSISTANT COMMISSIONER AND CHIEF ENGINEER DATE

FEDERAL PROJECT NO.	STATE PROJECT NO.	SHEET NO.	TOTAL SHEETS
X-A004(724)	41715	1	83

DRAWN BY GPI DATE 1/2025
CHECKED BY MJD/KLH DATE 1/2025



- * SEE PROFILE SHEETS FOR SUPERELEVATION DETAILS
- # PAINTED MEDIAN IS NOT PROPOSED AT THE FOLLOWING LOCATIONS
STA. 409+25 TO STA. 409+68
- ### SHOULDER TRANSITION FOR CURB RETURN RT
-5% TO -2% FROM STA. 411+15 TO STA. 411+40
-2% FROM STA. 411+40 TO STA. 412+33
- SHOULDER TRANSITION FOR CURB RETURN LT
-5% TO -2% FROM STA. 411+55 TO STA. 411+40
-2% FROM STA. 411+40 TO STA. 412+33

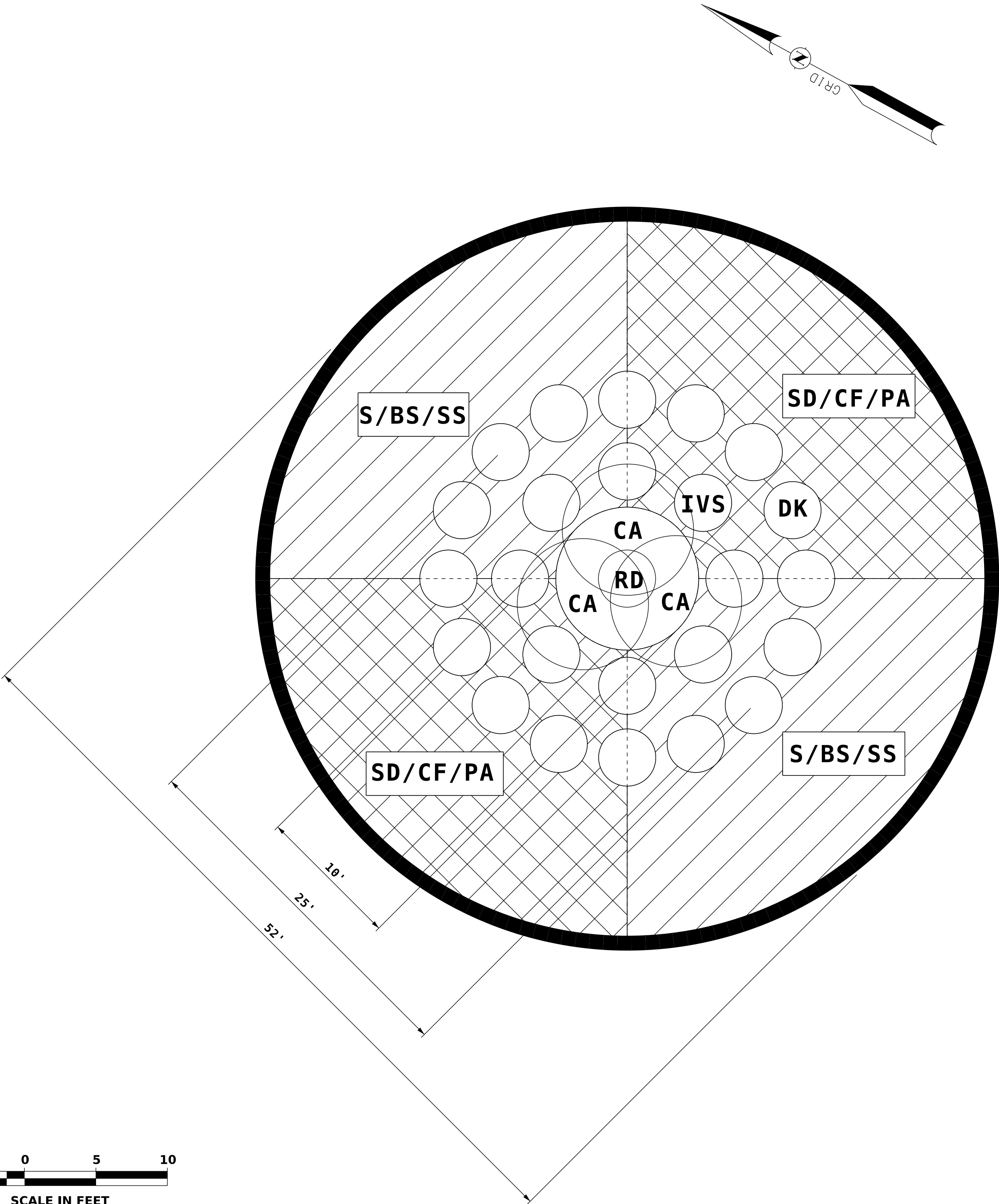


NH ROUTE 28 ROUNDABOUT
STA. 800+00 TO STA. 802+80
NOT TO SCALE

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Tel: (603) 766-8259 www.gpinet.com

STATE OF NEW HAMPSHIRE LONDONDERRY			
DEPARTMENT OF TRANSPORTATION		o	BUREAU OF HIGHWAY DESIGN
TYPICAL SECTIONS			
DGN	STATE PROJECT NO.	SHEET NO.	TOTAL SHEETS
41715-Typical Sections	41715	6	83

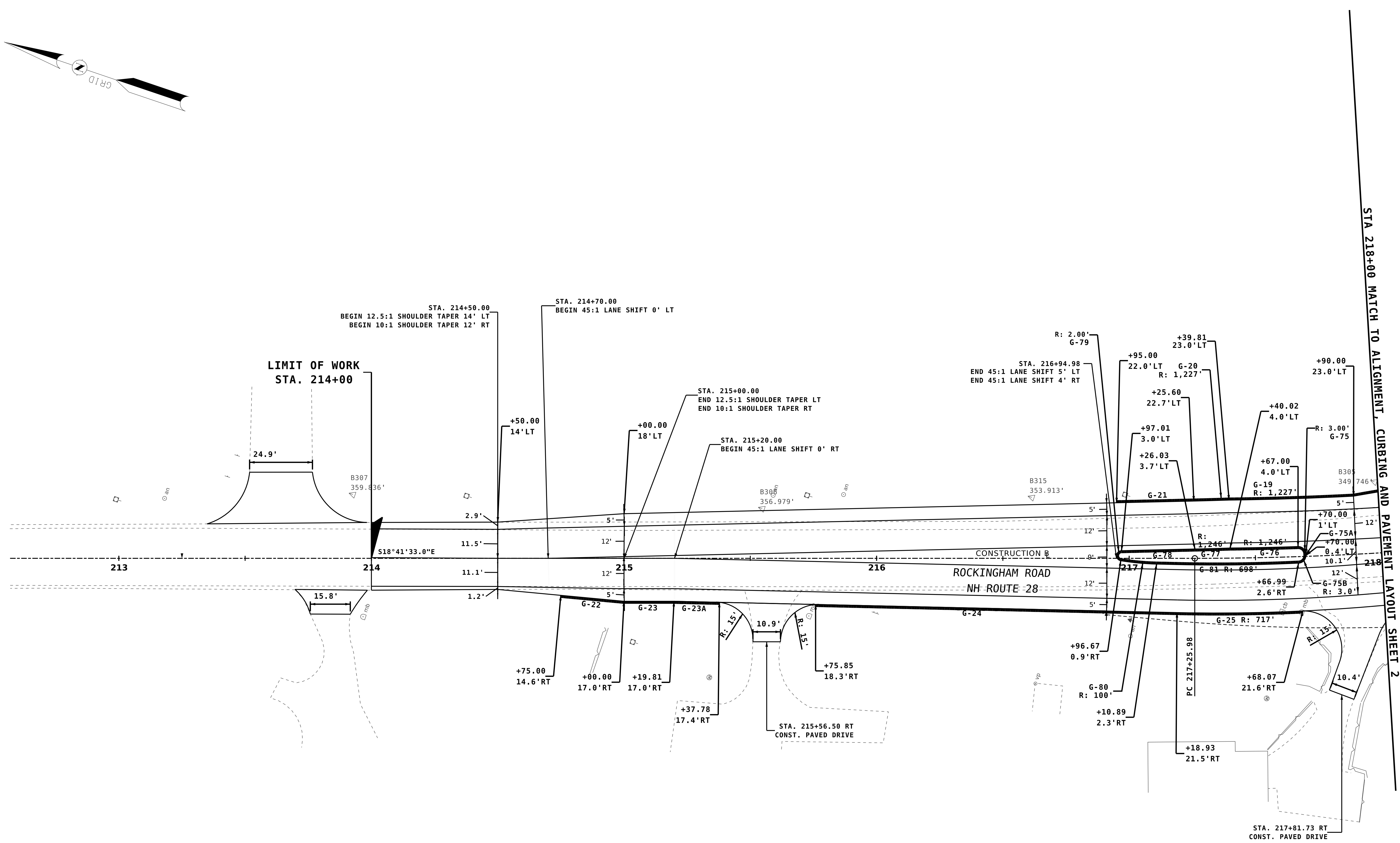
REVISIONS AFTER PROPOSAL				STATION		DATE		NUMBER		DESCRIPTION	
SDR PROCESSED	NHDOT	DATE	2022								
NEW DESIGN	GPI	DATE	12/2024								
SHEET CHECKED	K. HIGGINS	DATE	12/2024								
AS BUILT DETAILS											



LANDSCAPE LEGEND	
RD	1 - MALE LLEX VERTICILLATA "R'JIM DANDY" #3
CA	3 - 'PINK SPIRES' CRABAPPLE, 2.5" CAL. SPACED EVENLY
IVS	8 - SUB LLEX VERTICILLATA "RED SPRITE", #3 PC SPACED 3'
DK	16 - DWARF KOREAN LILAC, #3 PC SPACED EVENLY
S	60 - SAGE, 'BLUE MARVEL,' #1 PC SPACED 18" OC
BS	60 -BLACK EYED SUSAN, 'LITTLE GOLDSTAR,' #1 PC SPACED 18" OC
SS	SCHIZACHYRIUM SCOPARIUM 'STANDING OVATION' LITTLE BLUESTEM #1 18" OC
SD	60 - LEUCANTHEMUM X SUPERBUM 'BECKY' SHASTA DAISY, #1 PC SPACED 18" OC
CF	60 - CONEFLOWER, 'SOLAR FLARE,' #1 PC SPACED 18" OC
PA	CHINESE FOUNTAIN GRASS PENNISETUM ALOEPECUROIDES #1

- NOTES:
1. THE CENTER CIRCLE (10' DIAMETER) SHALL BE A MIN OF 36-INCH DEPTH OF LOAM. ALL OTHER LANDSCAPED AREAS SHALL BE 12-INCH DEPTH OF LOAM.
 2. APPLY 4-INCHES OF MULCH ON THE ENTIRE LANDSCAPED AREA (SUBSIDIARY TO ITEM 650.2 - LANDSCAPING)

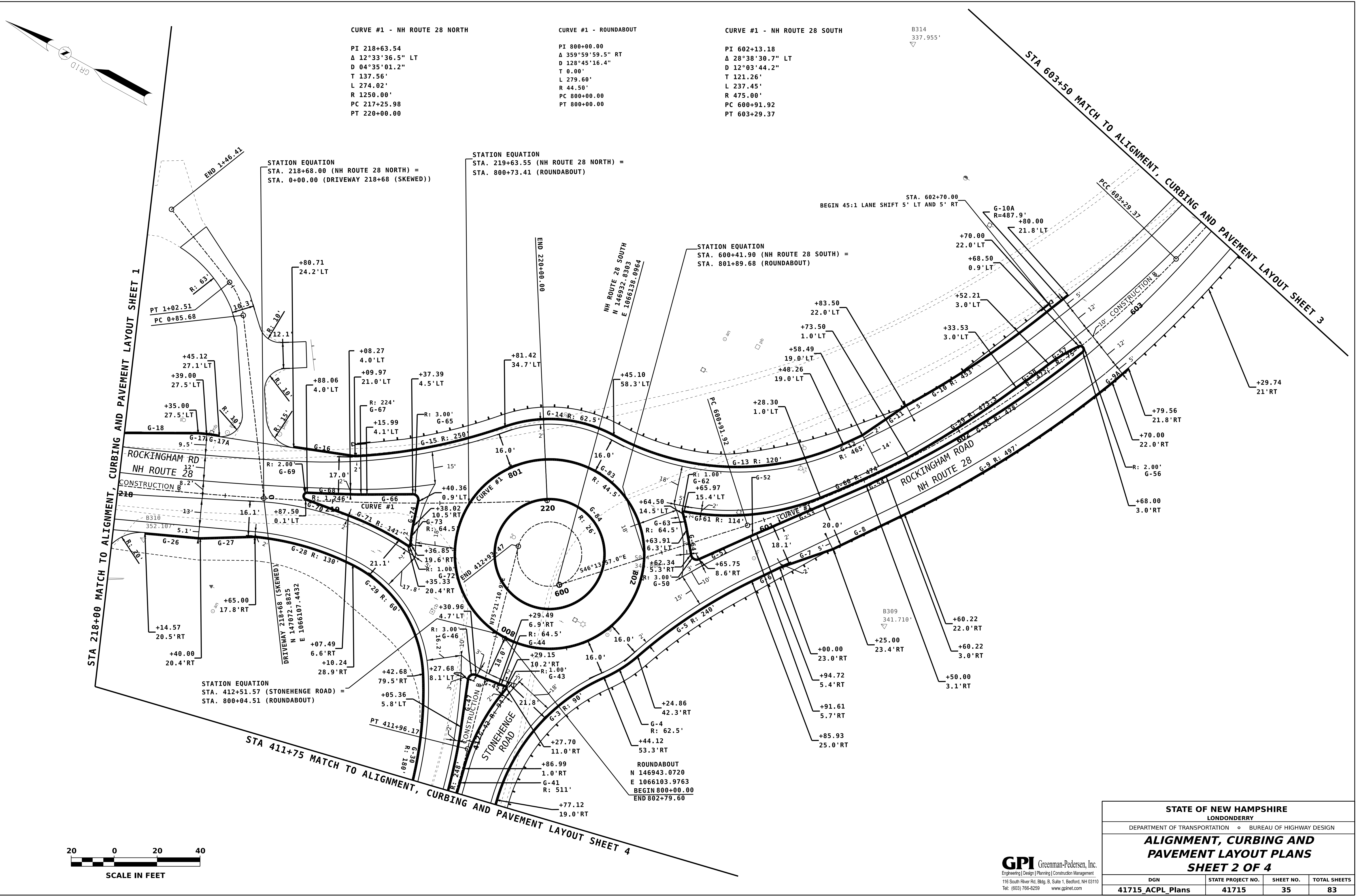
REVISIONS AFTER PROPOSAL							
SDR PROCESSED	NHDOT	DATE	2022	NUMBER	STATION	STATION	DESCRIPTION
NEW DESIGN	GPI	DATE	12/2024				
SHEET CHECKED	K. HIGGINS	DATE	12/2024				
AS BUILT DETAILS							



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STATE OF NEW HAMPSHIRE LONDONDERRY			
DEPARTMENT OF TRANSPORTATION BUREAU OF HIGHWAY DESIGN			
ALIGNMENT, CURBING AND PAVEMENT LAYOUT PLANS SHEET 1 OF 4			
DGN	STATE PROJECT NO.	SHEET NO.	TOTAL SHEETS
41715_ACPL_Plans	41715	34	83

REVISIONS AFTER PROPOSAL				STATION				DESCRIPTION			
SDR PROCESSED	NHDOT	DATE	2022	NUMBER	DATE	STATION					
NEW DESIGN	GPI	DATE	12/2024								
SHEET CHECKED	K. HIGGINS	DATE	12/2024								
AS BUILT DETAILS		DATE									



STATE OF NEW HAMPSHIRE LONDONDERRY			
DEPARTMENT OF TRANSPORTATION		BUREAU OF HIGHWAY DESIGN	
<i>ALIGNMENT, CURBING AND PAVEMENT LAYOUT PLANS SHEET 2 OF 4</i>			
DGN	STATE PROJECT NO.	SHEET NO.	TOTAL SHEETS
41715_ACPL_Plans	41715	35	83

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SDR PROCESSED				REVISIONS AFTER PROPOSAL			
NEW DESIGN	NHDOT	DATE	2022	NUMBER	DATE	STATION	DESCRIPTION
	GPI	DATE	12/2024				
	K. HIGGINS	DATE	12/2024				
SHEET CHECKED							
AS BUILT DETAILS							

STA 603+50 MATCH TO ALIGNMENT, CURBING AND PAVEMENT LAYOUT SHEET 2



STA. 604+95.00
END 45:1 LANE SHIFT 0' LT AND 0' RT

+95.19
17' LT

+95.18
17' RT

+29.37
17' LT

+83.46
17' RT

+57.63
17' RT

+65.00
17' LT

+65.00
12' LT

+65.00
13' RT

+15.00
17' RT

CURVE #2 - NH ROUTE 28 SOUTH

PI 604+81.05
A 20°50'05.4" LT
D 06°56'41.8"
T 151.68'
L 300.00'
R 825.00'
PC 603+29.37
PT 606+29.37

LIMIT OF WORK
STA. 609+15.00

STA. 608+65.00
END 10:1 SHOULDER TAPER 12' LT
END 12.5:1 SHOULDER TAPER 13' RT

STA. 608+15.00
BEGIN 12.5:1 SHOULDER TAPER 17' RT

STA. 608+15.00
BEGIN 20:1 SHOULDER TAPER 17' LT

ROCKINGHAM ROAD
NH ROUTE 28

STA. 606+19.91 RT
CONST. PAVED DRIVE

STATE OF NEW HAMPSHIRE LONDONDERRY			
DEPARTMENT OF TRANSPORTATION BUREAU OF HIGHWAY DESIGN			
ALIGNMENT, CURBING AND PAVEMENT LAYOUT PLANS SHEET 3 OF 4			
DGN	STATE PROJECT NO.	SHEET NO.	TOTAL SHEETS
41715_ACPL_Plans	41715	36	83

GPI Greenman-Pedersen, Inc.
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REVISIONS AFTER PROPOSAL			
NUMBER	DATE	STATION	DESCRIPTION
</			

**MUNICIPAL AGREEMENT
FOR
TOWN OF LONDONDERRY**

**STATE PROJECT #: 41715
FEDERAL PROJECT #: X-A004(724)**

THIS AGREEMENT, executed in *triplicate*, made, and entered into this ____ day of _____, 2025, between the New Hampshire Department of Transportation, hereinafter called the “DEPARTMENT” and the Town of Londonderry hereinafter called the “TOWN”.

WITNESSETH that,

WHEREAS, the DEPARTMENT intends to construct project Londonderry 41715, Intersection Improvements at NH Route 28 and Stonehenge Road in the TOWN.

WHEREAS, the purpose of the project is to improve the NH Route 28 and Stonehenge intersection safety and operations;

WHEREAS, NH Route 28 (Rockingham Road) is a State maintained roadway;

WHEREAS, Stonehenge Road is a Town maintained roadway;

WHEREAS, the purpose of this AGREEMENT is to document understandings, policy and facilitate TOWN maintenance of the LANDSCAPING within the STATE owned and controlled Right of Way;

WHEREAS, the DEPARTMENT Maintenance Forces, by policy and practice, do not maintain landscaping; and

WHEREAS, the primary objectives of incorporating landscaping into roundabout design include:

- Encourages lower speeds by requiring drivers to navigate around the landscaped central island;
- Avoids obscuring the roundabout to drivers and clearly indicates drivers cannot pass straight through the intersection; and
- Strategically places easily maintainable landscaping to promote adequate sight distances.;

NOW, THEREFORE, in consideration of the above premises, it is mutually agreed as follows:

- A. The DEPARTMENT shall construct landscaping amenities within the roundabout (intersection) central island in coordination with the TOWN. The costs for the landscaping will be included in the project and the Town will not have to contribute any additional funds above what has been already agreed to under this AGREEMENT. The TOWN shall maintain the landscaping amenities included within the roundabout

central island. All work associated with construction of these facilities will be in accordance with DEPARTMENT specifications.

- B. The DEPARTMENT will be responsible for the maintenance of the landscaping throughout the duration of the landscaping establishment period. The establishment period begins as soon as plants are planted and extends one (1) year or until the date of DEPARTMENT acceptance, whichever date is later. All work associated with the proposed landscaping will be in accordance with Londonderry 41715 contract and DEPARTMENT's specifications.
- C. The DEPARTMENT has coordinated the proposed landscaping plan with the TOWN. The TOWN has accepted the proposed landscaping plan.
- D. The TOWN shall provide or cause to provide, at its own cost and expense, for the future maintenance of the landscaping indicated above, including traffic control, once the work under this AGREEMENT is completed. All maintenance activities in the center of the roundabout shall be coordinated with the DEPARTMENT before any work is completed, including mulching of planting beds and all trimming and pruning as required. Maintenance activities by the TOWN shall not obstruct the roundabout or NH Route 28 travel ways.
- E. The DEPARTMENT maintains the right to disturb or remove landscaping or portions thereof if deemed necessary for maintenance or reconstruction of the roadway and/or appurtenances. In addition, if the TOWN does not, after written notice to the TOWN by the DEPARTMENT, perform the needed maintenance to the landscaped areas, the DEPARTMENT may elect to terminate this agreement and remove landscaped areas, as required. This shall be the sole remedy of the DEPARTMENT.
- F. The roundabout geometry, layout, closed drainage, and median splitter islands accommodate a second NH Route 28 southbound lane and sidewalks, if required in the future. Should the TOWN construct modifications, such as sidewalk and/or bicycle accommodations, under a separate project, the TOWN agrees that no changes will be made without prior approval of the DEPARTMENT.
- G. The TOWN shall defend, indemnify and hold harmless the DEPARTMENT and its officials, agents and employees from and against any and all claims, liabilities or suits arising from (or which may be claimed to arise from) any act or omission of the TOWN or its subcontractors in the performance of this agreement. Notwithstanding the foregoing, nothing herein contained, shall be deemed to constitute a waiver of the sovereign immunity of the STATE or the DEPARTMENT, which immunity is hereby reserved.
- H. It is further understood and agreed between the DEPARTMENT and the TOWN that neither the DEPARTMENT, nor the Federal Highway Administration will be responsible for any expenses or costs incurred by the TOWN under this Agreement.

IN WITNESS WHEREOF, the parties here have affixed their signatures, the Town of Londonderry, New Hampshire, on this ____ day of _____, 2025, and the Department of Transportation on this ____ day of _____, 2025.

**NEW HAMPSHIRE DEPARTMENT OF
TRANSPORTATION**

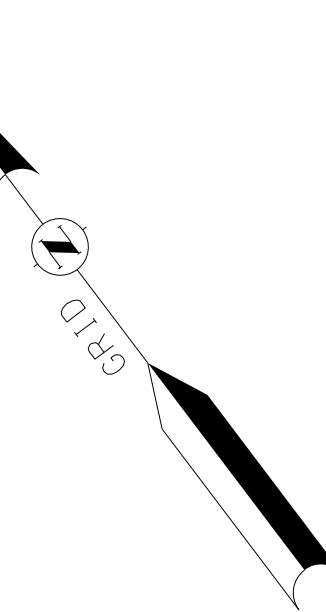
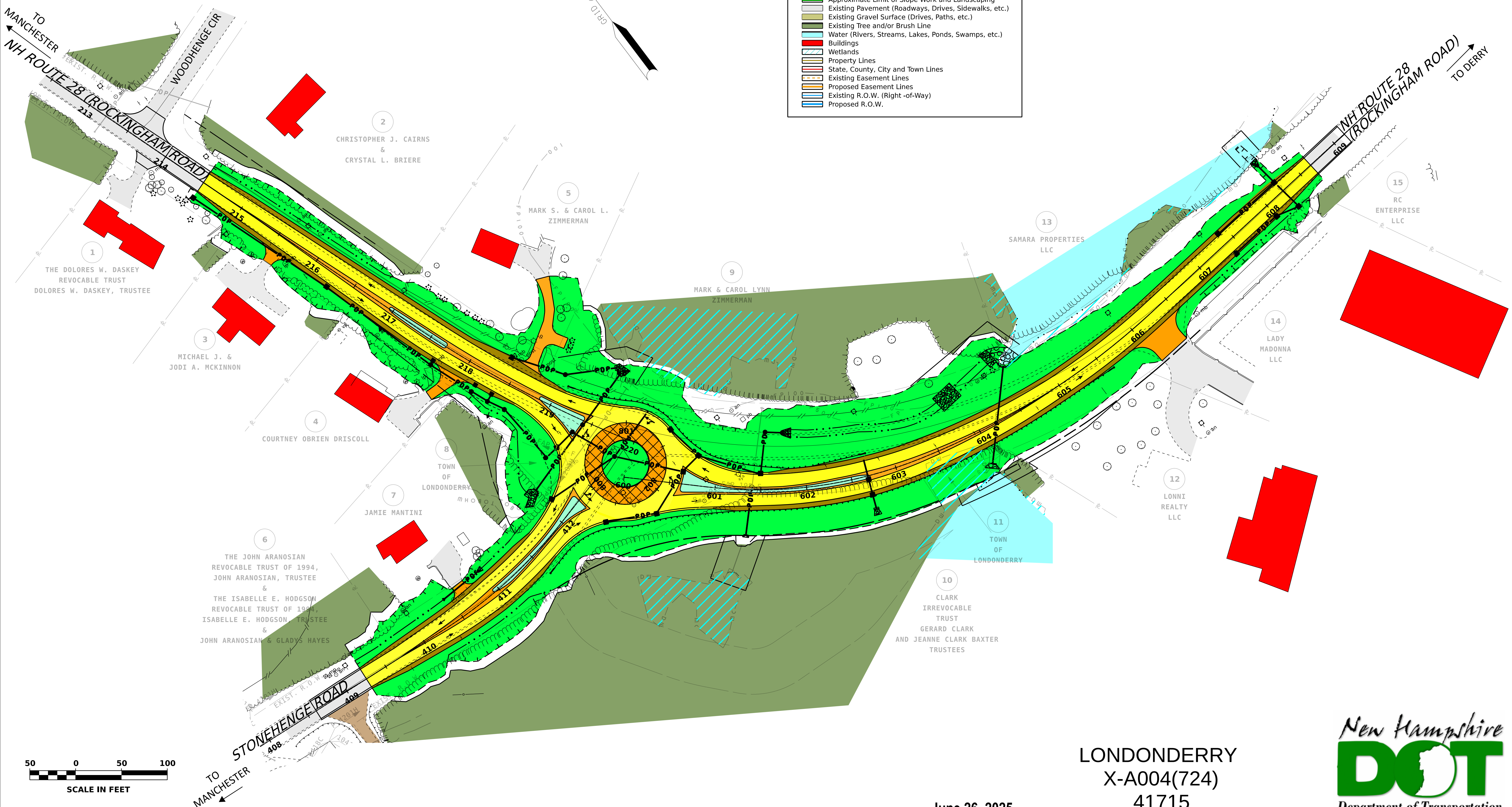
TOWN OF LONDONDERRY

By: _____
COMMISSIONER

By: _____
Name: Ron Dunn
Chairman, Town Council

LEGEND

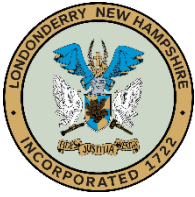
- Travel Way of Proposed Roadway
- Shoulder of Proposed Roadway
- Proposed Raised Traffic Islands
- Access Points to Proposed Roadway (Drives, etc.)
- Approximate Limit of Slope Work and Landscaping
- Existing Pavement (Roadways, Drives, Sidewalks, etc.)
- Existing Gravel Surface (Drives, Paths, etc.)
- Existing Tree and/or Brush Line
- Water (Rivers, Streams, Lakes, Ponds, Swamps, etc.)
- Buildings
- Wetlands
- Property Lines
- State, County, City and Town Lines
- Existing Easement Lines
- Proposed Easement Lines
- Existing R.O.W. (Right-of-Way)
- Proposed R.O.W.



LONDONDERRY
X-A004(724)
41715

June 26, 2025





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

Town Council Meeting – Agenda Item Coversheet

Meeting Date: 8/4/2025
Submitted By: Kirsten Hildonen, ASC
Department: Town Manager

Contact Information: khildonen@londonderrynh.gov
Estimated Discussion Time: 10 minutes
Agenda Item Number: E.2

Agenda Item Title: Discuss and schedule a public hearing for Resolution 2025-16; Approving the Fee Schedule for Records Requests

Background and Purpose: This agenda item is to review and recodify the fee structure created in Fiscal Year 2025 for providing governmental records found responsive to 91-A Right-to-Know requests. It is important to note that there is **no charge for viewing and photographing any physical or electronic governmental records** on premises at Town Hall. Fees are only incurred by the requestor when they ask for copies of records to be provided to them by the Town for removal from Town premises.

Action: Hold a first reading and provide feedback to staff regarding the fee schedule. Schedule a public hearing.

Proposed Motion: No formal action is required at this time. Action will be required at the Public Hearing.

Attachments: Resolution 2025-16; Records Request Fee Schedule (Fiscal Year 2026)



Town of Londonderry, New Hampshire

268B Mammoth Road • Londonderry, NH 03053

(603) 432-1100 • londonderrynh.gov

RESOLUTION 2025-16

A Resolution Relative to Approving the Fee Schedule for Records Requests

WHEREAS the Town of Londonderry adheres to the legal requirements established by RSA 91-A:4 in regard to minutes and governmental records available for public inspection and the ability of a municipality to charge for production of governmental records; and,

WHEREAS citizens of Londonderry are able to access and review many Town records online, in person, and in electronic form at no cost; and,

WHEREAS both the act of creating digital and physical copies of records on request and providing copies of governmental records is an expense to the taxpayers; and,

WHEREAS citizens pay for many of the services they receive from the Town such as sewer, permits, etc.

NOW THEREFORE BE IT RESOLVED by the Town Council of the Town of Londonderry that the Council establishes the attached fee schedule for 91-A fulfillment, photocopying and scanning, subject to review and adjustment each fiscal year.

Ron Dunn – Chair
Town Council

Sharon Farrell – Town Clerk

A TRUE COPY ATTEST:
08/18/2025

Shaun Mulholland
Town Manager

Kellie Caron
Assistant 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

RECORDS REQUEST FEE SCHEDULE

Fiscal Year 2026

Printing & Photocopying

B&W documents up to 8.5x11*	First ten total pages free \$0.50 per page for the first ten (10) pages of a document; \$.10 per page thereafter
B&W documents larger than 8.5x11	\$1.00 per page
Color documents up to 8.5x11*	\$1.00 per page for the first ten (10) pages of a document; \$.25 per page thereafter
Color documents larger than 8.5x11	\$2.00 per page
All wide format printouts	\$5.00 per page

Scanning**

Documents up to 11x14*	\$0.50 per page for the first ten (10) pages of a document; \$.10 per page thereafter
Documents larger than 11x14	\$2.00 per page

Electronic Document Delivery***

Fewer than or equal to 10 documents AND less than 25MB cumulative file size	Delivered via email
More than 10 documents OR less than 25MB cumulative file size	Delivered via Town-issued USB flash drive at last purchase cost

**The charge is per document and not per request. For example, if a person requests black-and-white copies of a 20-page document and a 10-page document, the charge would be \$11.00; \$6.00 for the first one (\$.50 x 10 plus \$.10 x 10) and \$5.00 for the second one. Copying is only available after physical documents are inspected on-site and all applicable fees are paid in person in the Town Clerk's office.*

***Scanned document delivery adheres to the Electronic Document Delivery process. Scanning is only available after physical documents are inspected on-site and all applicable fees are paid in person in the Town Clerk's office.*

****Requestor must pay any applicable fees in person in the Town Clerk's office before the transfer of files occurs. Requests exceeding the storage limit of one storage device may require the purchase of additional devices. Absolutely no personal external storage devices are permitted to be connected to Town computers. Once a Town-issued drive leaves the premises, it may not be plugged into a Town computer in the future.*

Approved via Resolution 2025-xx on 08/18/2025

Electronic Communication 91-A Requests

Definitions:

1. "Individual electronic communication" includes the communication itself as well as the responses and attachments to each communication, under a single subject line. However, text or chat message threads regarding the same topic shall be considered an individual electronic communication unless a thread exceeds 50 individual messages, at which point a group of 50 messages shall be considered an individual electronic communication.
2. "Media requestors" means organizations or individuals who publish information in accepted digital, print, or broadcast formats and to standards generally recognized by professional news organizations that do not serve primarily as a platform to promote the interest and/or opinions of a special interest group, government, individual or cause.

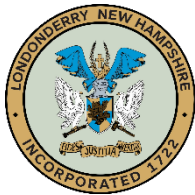
Fee Scale

A per electronic communication charge of \$1.00 per individual electronic communication, regardless of whether the records are delivered in hard copy or electronically, shall be charged of any requestor subject to the following provisions:

1. No charge shall be issued for the first 250 individual electronic communications.
2. No charge shall be issued for the following individuals or entities:
 - a. An individual who can demonstrate they are indigent as established by the federal poverty line, as issued each year by the Federal Department of Health and Human Services;
 - b. Media requestors;
 - c. Any individual requesting information where the disclosure of the information is in the public interest because it is likely to contribute significantly to public understanding of the operations or activities of the government and is not primarily in the commercial interest of the requestor, except media requestors.
3. Multiple requests from any person or entity to the same public body within a 30-day time period shall be considered one request.

The requestor shall receive an itemized estimate of the cost of making the record available. This estimate shall accompany any written statement of the time reasonably necessary to determine whether the request shall be granted or denied and the reason for the delay, if it is estimated that making the record available will take longer than five (5) business days, or as soon as the fee can be ascertained.

NOTE: The Building Department and Planning Department maintain separate schedules of fees for permitting and application processes.



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

Town Council Meeting – Agenda Item Coversheet

Meeting Date: 8/4/2025

Submitted By: David Ellis

Department:

Contact Information: Email or Telephone

Estimated Discussion Time: 10 Minutes

Agenda Item Number: E.3

Agenda Item Title: Consideration of Owner Consent to List the Rev. Morrison's Meetinghouse on the NH State Register of Historic Places; Authorization to Sign Consent Form

Background and Purpose: A private citizen submitted the necessary research and application materials to NH-DHR in 2024 to determine eligibility for State Register listing. NH-DHR has completed its evaluation and found the site eligible. Listing offers potential access to State preservation grants and does not encumber the property. Delisting can be requested by the Town at any time.

Action: Discuss the consideration of adding the Rev. Morrison's Meetinghouse on the NH State Register of Historic Places and authorize the Town Manager to execute and submit the owner consent form to the New Hampshire Division of Historical Resources (NH-DHR) to list the Rev. Morrison's Meetinghouse on the State Register of Historic Places.

Proposed Motion: *Moved, that the Londonderry Town Council authorize the Town Manager to execute and submit the owner consent form to the New Hampshire Division of Historical Resources for the purpose of listing the Rev. Morrison's Meetinghouse on the State Register of Historic Places*

Attachments: Click or tap here to enter text.

Fw: Morrison Meetinghouse

From Shaun Mulholland <smulholland@londonderrynh.gov>

Date Mon 7/7/2025 12:28 AM

To Kellie Caron <kcaron@londonderrynh.gov>; Tanya Pinter <tpinter@londonderrynh.gov>

Kellie

Add this to the list.

Get [Outlook for Android](#)

From: Ron Dunn <Rdunn@londonderrynh.gov>

Sent: Monday, July 7, 2025 5:03:08 AM

To: Shaun Mulholland <smulholland@londonderrynh.gov>

Cc: Shawn Faber <sfaber@londonderrynh.gov>

Subject: Fw: Morrison Meetinghouse

Shaun,

We need to put this on the agenda for August 4th and discuss as a Council.

Ron Dunn

From: David Ellis <dellis@tolboards.org>

Sent: Thursday, July 3, 2025 1:14 PM

To: Ron Dunn <Rdunn@londonderrynh.gov>; smulholland@londonderrynh.org
<smulholland@londonderrynh.org>

Cc: John Mahon <jmahon@tolboards.org>; Krystopher Kenney <kkenney@tolboards.org>; Kirsten Hildonen <KHildonen@londonderrynh.gov>; Dave Wholley <dwholley@londonderrynh.gov>; dpaul@londonderrynh.org <dpaul@londonderrynh.org>; Ted Combes <tcombes@londonderrynh.gov>; Dan Bouchard <dbouchard@londonderrynh.gov>; Shawn Faber <sfaber@londonderrynh.gov>; Arthur Rugg <arugg@tolboards.org>

Subject: Morrison Meetinghouse

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Sorry if this is a resend but my first send was at least partially blocked as I am not allowed to send to H/HDC. (I have omitted the H/HDC this time.) DJE.

Shaun and Ron,

Late last year, acting purely as a private citizen, I submitted research on the Rev. Morrison's Meetinghouse to the New Hampshire Division of Historical Resources together with an application for it

to be reviewed for eligibility to be included on the State Register of Historic Sites. The State has now completed their inspection of the site and the evaluation. ***The Meetinghouse has been judged to be eligible.*** Attached is the State's report and an owner consent form should the Town wish to pursue having the Meetinghouse listed. (The cover eMail from my contact at NH-DHR is appended below.)

I do not consider there are any disadvantages to being listed as such action does not encumber the property in any way and the Town would merely have to request delisting at a future date if they so decided. There are advantages to being listed in that it opens some possibilities for State funding if and when appropriate funding is available.

If the Town wishes to have the Meetinghouse listed, the consent form must be completed and submitted but all the necessary research has been completed and is now on record at NH-DHR in the EMMIT+ system, 2025RE00079.

David E.

From: Rupnik, Megan <Megan.R.Rupnik@dn-cr.nh.gov>
Sent: Thursday, July 3, 2025 11:19
To: David Ellis <dr.ellis@physics.org>
Subject: [inbox] RE: Morrison Meeting House, Londonderry

Hi David-

Attached is the DOE evaluation for the Rev. Morrison Meetinghouse and an owner consent sign-off needed if SR listing is pursued.

At the moment, I am slated to no longer be employed with DHR starting July 11th due to a lack of funding. I would direct all future inventory form inquiries to Nadine Miller at Nadine.M.Miller@dn-cr.nh.gov or Laura Black at Laura.S.Black@dn-cr.nh.gov. Any mapping related inquiries should still go to Tanya.

Megan Rupnik
National Register & State Survey Coordinator
megan.r.rupnik@dn-cr.nh.gov



Rev. Morrison Meetinghouse

256 Mammoth Road

Resource Information

Eligibility

State Register Eligible

Towns

Londonderry (Rockingham County)

Periods of Significance

1770 to 1975

Boundary Description

The survey boundary is the current tax parcel. A more refined boundary may be needed for State Register listing.

Evaluations

6/11/2025 - State Register Eligible

Criteria A

Yes

Criteria B

No

Criteria C

Yes

Criteria D

No

Consideration A

No

Consideration B

No

Consideration C

No

Consideration D

No

Consideration E

No

Consideration F

No

Consideration G

No

Has Integrity

N/A

Summary Statement

The Rev. Morrison Meetinghouse is eligible for listing in the New Hampshire State Register of Historic Places for its historical and architectural significance as well as its association with the Rev. William Morrison, who was the most well-known, well liked, prominent, and arguably significant, minister in the history of the West Parish of Londonderry. Constructed in 1770, moved in 1845, and updated in 1879, the building tells the story of its varied community uses; first as a meetinghouse, then as a town hall, a library, a Lion's Hall, and finally the building is unused. The meetinghouse retains sufficient integrity to convey its historic importance, despite the application of vinyl siding and small, rear additions. The period of significance for the property dates from 1770 to 1975. The NH State Register boundary includes the entire tax parcel, however, the modern pavilion does not contribute to the property. The rear additions contribute since they are attached to the meetinghouse and cannot be severed from the building.

Integrity Statement

Retains sufficient integrity for listing to the State Register.

Comment

Not Available



NEW HAMPSHIRE STATE REGISTER OF HISTORIC PLACES
OWNER CONSENT FORM

TO: New Hampshire Division of Historical Resources
172 Pembroke Road
Concord, NH 03301
ATTN: State Survey Coordinator

Re: State Register listing for following property

Property Name: _____

Owner's Name: _____

Property Address: _____

Historic District Name: _____
(If applicable)

I certify that I am the legal owner of the property at the address listed above. I have been notified that this property was surveyed and found eligible for listing in the State Register. I wish to have this property listed in the New Hampshire State Register of Historic Places.

Signature

Date

Contact information for owner

[☐] Same as above

Mailing address: _____

Phone: _____ E-mail address: _____

INDIVIDUAL INVENTORY FORM

NHDHR INVENTORY #

Name, Location, Ownership

Historic name Rev. Morrison Meetinghouse
Street and number 256 Mammoth Road
City or town Londonderry
County Rockingham
Current owner Town of Londonderry

Function or Use

Current use(s) Unoccupied

Historic use(s) Religion - Meetinghouse;
Government - Town Hall; Education – Library;
Social – Lions Hall.

Architectural Information

Style Colonial Meetinghouse with additions
Architect/builder _____
Source _____
Construction date 1770
Source Londonderry Times, 1865, Vol. 2, pp. 4
Alterations, with dates Front addition and entrance
added 1879. Rear extensions added, various dates.
Moved? no ☐ yes ☒ date: 1845

Exterior Features

Foundation Granite, some concrete
Cladding Vinyl over clapboard
Roof material Asphalt shingles
Chimney material Brick
Type of roof Gable
Chimney location Front addition
Number of stories 2
Entry location Façade, center
Windows Double-hung 30/30
Replacement? no ☐ yes ☒ date: Unknown

Site Features

Setting Rural highway
Outbuildings Metal shed and frame shed

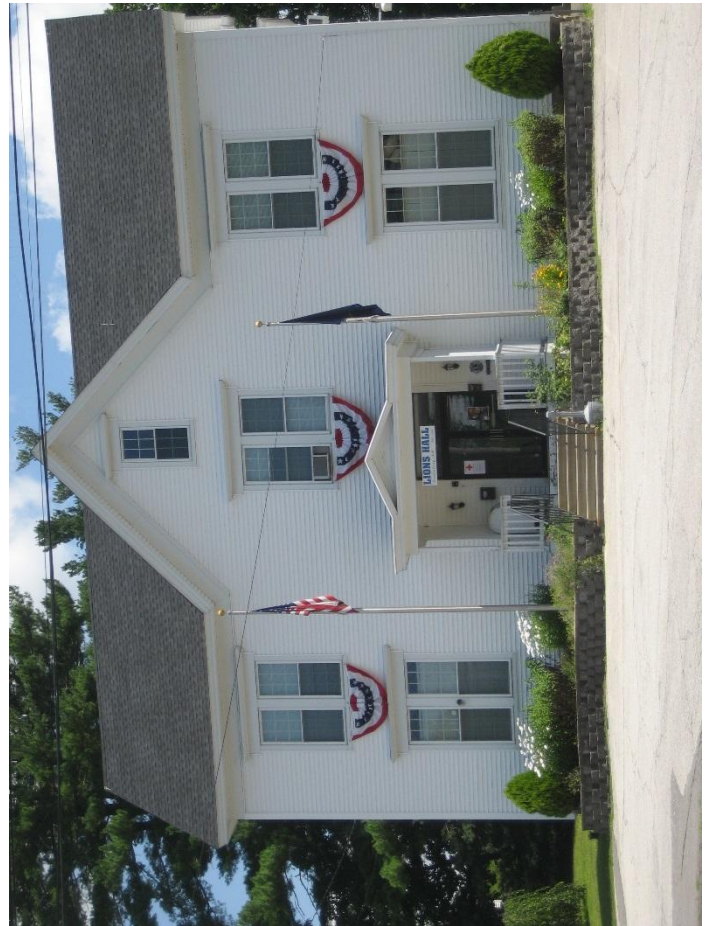


Photo #1 Direction: West face of building
Date c. 2010

Landscape features _____

Tax Map 006 019A 0

Acreage 1.60

State Plane Feet (NAD83) East 1,062,902 North 132,885

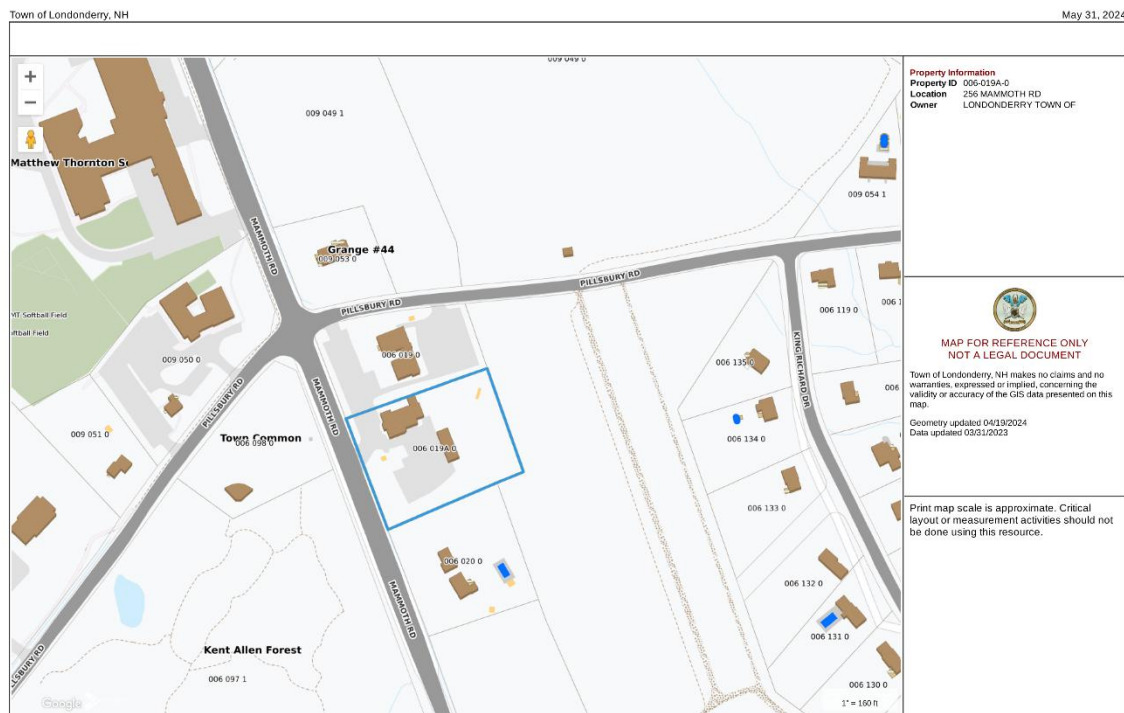
Form prepared by

Name Ann Chiampa & David Ellis
Organization Londonderry Historical Society
Date of Survey June, 2024

INDIVIDUAL INVENTORY FORM

NHDHR INVENTORY #

LOCATION MAP:



PROPERTY MAP AND PHOTO KEY:



INDIVIDUAL INVENTORY FORM

NHDHR INVENTORY #

Historical Background and Role in the Town or City's Development:

Refer to Exhibits 1 and 2.

Applicable NHDHR Historic Contexts (please list names from appendix C):

102. Early exploration and settlement in the interior of NH, 1623-1770.
1002. Libraries in New Hampshire.
1100. Local government, 1630-present.
1203. Social organizations in New Hampshire.
1300. Religion in New Hampshire, 1623-present.
1402. The Scots-Irish and Ulster-Scots in New Hampshire.

Architectural Description and Comparative Evaluation:

The Meetinghouse is a single story, timber frame, building, constructed in 1770 and that measures 42 ft. by 50 ft. In 1879 a two-story front addition was added forming a new entrance. That addition measures 46 ft. by 20 ft. but extends along either side of the original Meetinghouse by 2 ft. at the northerly side and 18 ft. at the southerly side (Photo #4). In 1910 a steel ceiling was added that is in good condition and is observable in an attic area between the modern hung ceiling and the original timber frame roof (Photo #6). The main hall and front extension are primarily on a granite block foundation. Some concrete and field stone are visible in places. The main hall has thirty over thirty windows and the front extension has nine over nine windows. Earlier clapboard siding exists and is protected by more recent vinyl siding.

Built as the Second Parish (aka West Parish) Meetinghouse, it is both smaller and less well preserved than the First Parish Meetinghouse at East Derry, that was constructed only one year prior. The timber frame construction of both is similar.

National or State Register Criteria Statement of Significance:

This building is not eligible for the National Register due to the fact that it was moved to its current location in 1845. It does appear to be eligible for the State Register.

Criterion A: The Rev. Morrison Meetinghouse at 256 Mammoth Road is eligible for the State Register for its historical associations, as a reflection of various themes and traditions of the town and state. The Meetinghouse was constructed by members of Londonderry's West Parish, who were of Scots-Irish heritage. It was the first Meetinghouse within the modern town of Londonderry to achieve continuous use as a Meetinghouse. The first that was constructed c. 1735 only achieved sporadic use over a short period of time while the second was constructed well within the bounds of what is now the town of Derry and was not popular with many in the congregation.

The Meetinghouse was removed from its original site in 1845, soon after a new Presbyterian Church was constructed. The old Meetinghouse continued to be used in a public service capacity, most significantly as a Town Hall in the 19th and 20th Centuries.

In 1878, David Rollins Leach bequeathed \$3,000 to establish a library and to build a room to house it. That addition was approved in 1879 and ready for occupancy on January 1st, 1880.

Criterion B: The Rev. William Morrison was the most well-known, well liked, prominent, and arguably significant, minister in the history of the West Parish of Londonderry. He was ordained February 12th, 1783 and ministered to his congregation at this Meetinghouse until his death on March 9th, 1818. He also substituted for ministers of other parishes when required and enjoyed doing so. He delivered the Election Sermon at the New Hampshire House of Representatives at Dover for the year 1792-93. David Rollins Leach founded the Leach Library and served as selectman and in the State legislature at various times from 1851 to 1865.

Criterion C: Despite its relocation and alterations subsequent to that relocation, the Meetinghouse appears to retain sufficient integrity to be eligible for the State Register under Criterion C, Architecture. The original Meetinghouse is located behind the front addition and entrance that was added in 1879. Although interior fittings such as pews were removed in 1845, the building structure is largely intact. It was typical for a New Hampshire Meetinghouse of this period.

INDIVIDUAL INVENTORY FORM

NHDHR INVENTORY #

Period of Significance:

1770 – 1973.

Statement of Integrity:

The Rev. Morrison Meetinghouse retains integrity of design, materials and workmanship in the structural components. The original clapboards are now beneath a protective vinyl siding. Integrity of location was lost due to the relocation of the Meetinghouse to its present location in 1845. The integrity of design remains largely intact although integrity of walls, floors, doors and windows was diminished when the Meetinghouse was removed to its present location. A poorly executed restoration of the floor in 2014 unfortunately resulted in the replacement of the original floor except for the main carrying beams of the support structure.

Boundary Description and Justification:

The eligible boundary of the Meetinghouse consists of the building footprint, exclusive of the rear additions (Photo #5). The original Meetinghouse structure was 50 by 42 feet and is that part commencing at the westerly limit of the rear additions. Its full extent continues 18 feet into the 1879 front addition on the southerly side and 2 feet into it on the northerly side.

Bibliography and/or References:

Derry News, various dates.

Ellis, David J. *The West Parish Meetinghouses*. Londonderry, NH: Londonderry Historical Society, 2023.

Londonderry Historical Society, historic photos and information.

Londonderry Times, Vol. 2, Jan. 10, 1865, pp. 4. Copy held by Londonderry Historical Society.

Parker, Edward L. *History of Londonderry*. Boston, MA: Perkins and Whipple 1851.

Willey, George F. *Willey's Book of Nutfield*. Derry Depot, NH: George F. Willey, 1895.

Early State Papers of New Hampshire, Vol. 22, Journal of the House of Representatives, June 6 to June 22, 1792.

Reports of the Trustees of the State Library and the State Librarian, Vol. VIII, Part VI, June 1, 1904 through May 31, 1906. (Manchester, John B. Clark, 1906), pp. 446.

Images of America, Londonderry, (Londonderry Historical Society, 2004).

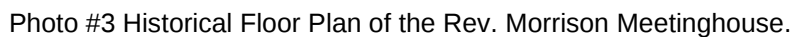
Surveyor's Evaluation:

NR listed: individual _____
within district _____

Integrity: yes _____
no _____

NR eligible: individual _____
within district _____
not eligible _____
more info needed _____

NR Criteria: A _____
B _____
C _____
D _____
E _____



INDIVIDUAL INVENTORY FORM

NHDHR INVENTORY #



Photo # 4. Front Entrance of the 1879 Addition to the Rev. Morrison Meetinghouse.

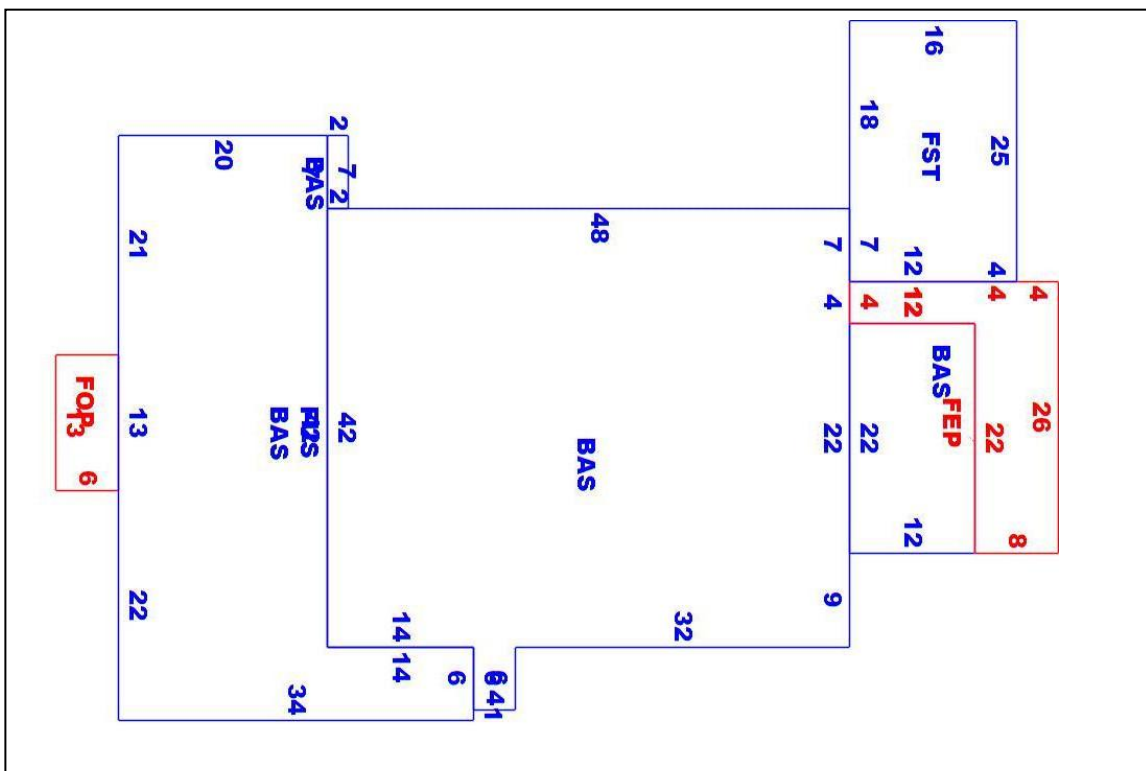


Photo #5. Building Footprint.

INDIVIDUAL INVENTORY FORM

NHDHR INVENTORY #



Photo # 6. Paneled Ceiling in the Main Hall (rotated – left is top).

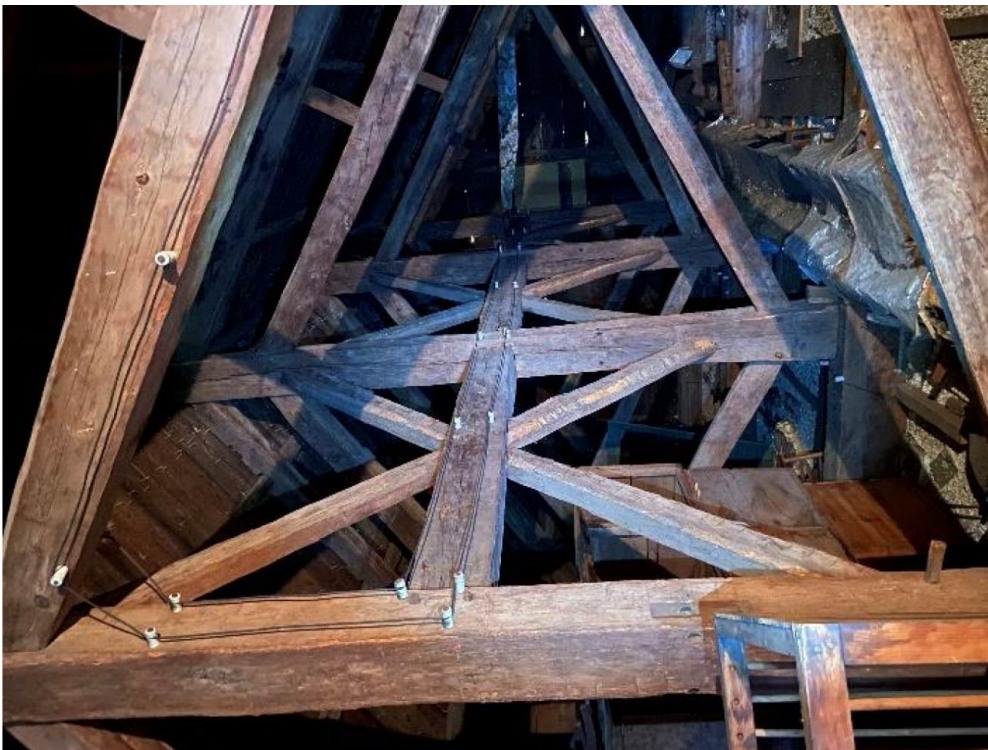


Photo #7. Roof structure of the Meetinghouse (rotated – left is top).

Exhibit 1

The Third West Parish aka Rev. Morrison Meetinghouse

The following description of the Meetinghouse construction is transcribed from the January 10th, 1865 edition of the Londonderry Times, Vol. 2, No. 1, pp.4 (Exhibit 2).

The first Meeting-House built in the West Parish in Londonderry, was located near the “old Grave Yard” — where its site is now to be seen by the Antiquarian. It was built as early as 1735, but was occupied by the Parish only a few Sabbaths. The next house was probably built in 1736 7, as we find the Parish voted, Sept. 7 ‘36: “*That they set up their meeting-house upon that part of James Aiken’s Home Lot, known by his Sheep Pasture.*” This was a little to the east of the house of David Karr, in Derry. In this house, preached the Rev. David McGregor, from his settlement, in 1737, till his death, 1777, with the exception of a few Sabbaths in each year after the erection of the next Meeting-House in 1769. The “Aiken’s Range” house was “low in the post, with a low floor requiring descending steps to reach it”. Most of the readers of the Times remember the location of Dr. Morrison’s Meeting-House though few probably are aware why that rather peculiar site came to be pitched upon. The notice is yet in existence which was posted up to call the people of the Parish together, “*To lott whether the Meeting-House should be sett up at James Wallace’s, at the corner of his field, or near Henry Campbell’s, at his tobacco yard.*” And upon the same paper, is recorded the fact that the Parish, “*Then met and the lot fell upon the latter place.*” December 22, 1769, the furnishing of the timber was put up at auction, one man furnishing so many sills, another beams, &c. The next year the house was finished outwardly. The interior remained unfinished until about 1780, when the house came to be permanently occupied. The pews were erected in or near 1787, and were sold for a total of £1023 and 5 shillings.

Although he was not the first nor the last to minister at this Meetinghouse, the third Meetinghouse is often referred to as the Rev. William Morrison’s Meetinghouse due to his popularity as minister. He served the Parish from 1783 until his death in 1818. He delivered the Election Sermon at the New Hampshire House of Representatives at Dover for the year 1792-93¹ and was one of the nine trustees appointed by the charter of Pinkerton Academy². He ministered during extended visits to other parishes and substituted for other ministers when required³. He was popular and enjoyed the visits.

There is currently fairly widespread belief that the Meetinghouse was constructed in 1769. The passage in the Londonderry Times, cited above, includes the phrase “... *after the erection of the next Meeting-House in 1769*” but shows ONLY that the Town decided to build the Meetinghouse and determined the location during 1769. On December 22nd of that year the contracts to supply the building materials were auctioned. “*The next year the house was finished outwardly.*” i.e. 1770. On June 6th, 1770, approximately one acre of land was acquired from Henry Campbell⁴ (his tobacco yard) and the Meetinghouse was built upon it. The interior of the Meetinghouse was finished about 1780 when it became permanently occupied. Pews were added in 1787.

Parker’s History of Londonderry, published fourteen years prior to the newspaper, does not provide an explicit date for the construction of the Meetinghouse. George Willey⁵, published thirty years after the newspaper, referred to it as the Old Meetinghouse and presented a description on page 158. He did not mention an explicit date until page 204 where he used the phrase “*A new church edifice was begun in 1769.*” The editor of the Londonderry Times was Robert Clark Mack who also contributed to George Willey’s “*Book of Nutfield*” and is plausibly the source of both accounts. As Willey’s Book of Nutfield is far more widely available than the earlier Londonderry

¹ Early State Papers of New Hampshire, Vol. 22, Journal of the House of Representatives, June 6 to June 22, 1792.

² Rev. Edward L. Parker, *History of Londonderry*, (Boston, MA: Perkins and Whipple 1851), bet. pp. 122.

³ Rev. Edward L. Parker, *History of Londonderry*, (Boston, MA: Perkins and Whipple 1851), bet. pp. 164.

⁴ Rockingham County Deeds 0119-0051.

⁵ George F. Willey, *Willey’s Book of Nutfield*, (Derry Depot, NH: George F. Willey, 1895), pp. 158 & 204.

INDIVIDUAL INVENTORY FORM

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Times, this is likely to be the origin of the claim that the Meetinghouse was built in 1769. Certainly, planning was begun in 1769 but construction was started and the exterior was built in 1770.

The Meetinghouse was originally located on the hillside near the intersection of Hardy and Pillsbury Roads. At that time this was beside the main travel route through Londonderry, being the Post and Stage route from Amherst to Portsmouth via Thornton's Ferry. The parcel of land acquired is depicted orange. The Meetinghouse and Session House are depicted red. The diagram is approximate as nothing of archeological significance remains that would determine the precise locations.

Parker's History of Londonderry, in his description of the West Parish Meetinghouse, included a sketch⁶ of the "*Old Presbyterian Meetinghouse and Session House, Londonderry*" on Meetinghouse Hill (Photo #2).



In 1837 the Presbytery acquired two parcels of land at the intersection of Mammoth and Pillsbury Roads⁷ and constructed a new Meetinghouse on that land. The Old Meetinghouse remained on the original site and continued to be used as a Town House for civic activities. In 1845 it was "*taken down and removed to the centre of the town, on the Mammoth road*"⁵. (The Session House was removed two miles northerly on Mammoth Road and might be the small building that is located at 390 Mammoth Road.) The disassembly and reconstruction are confirmed by various Town records⁸.

In 1849 it was used as a school, but as the charge was only \$6.25 it was clearly only a short-term temporary situation⁹. In 1854 the Methodist Society held their meetings at the Town Hall¹⁰ while the present Methodist Church was built on the adjacent parcel. Their meetings had previously been held at Jackson Hall on High Range Road. Their Church was completed in 1856¹¹.

In 1878, David Rollins Leach bequeathed \$3,000 to establish a library and to construct a room in the Town Hall that would house it. The Town accepted this bequest in March 1879¹². The building was moved back a small amount and a two-story entrance and front section was added¹³. The library was ready for use on January 1st, 1880¹⁴. It was situated in part of the Victorian era addition that has the impressive façade and front entrance. Nine hundred and fifty-four volumes were initially purchased and another five hundred added soon after. In 1929 funds were appropriated to add a garage to the rear, left side, of the building¹⁵. The Town offices, with the library, moved to the central school in 1967. The Town offices moved out of the central school in 1968, using premises at Grenier Field until a new Town complex was created at its present location in the late 1970s¹⁶. The library remained there

⁶ Rev. Edward L. Parker, *History of Londonderry*, (Boston, MA: Perkins and Whipple 1851), bet. pp. 158 & 159.

⁷ *Rockingham County Deeds* 0288-0110 & 0290-0010.

⁸ David J. Ellis, *The West Parish Meetinghouses*, (Londonderry Historical Society, 2024), Relocation of the Third Meetinghouse.

⁹ *Annual Reports of the Town of Londonderry*, 1849/50, pp. 6.

¹⁰ The building was referred to as the "Town Hall" at least as early as 1868. (*Londonderry Times*, Vol. 6, Jan. 1st, 1869, pp. 1.)

¹¹ *Early Londonderry*, Vol. 3, pp. 21.

¹² *Annual Reports of the Town of Londonderry*, March 1880. Report of the Trustees of the Leach Library.

¹³ *Annual Reports of the Town of Londonderry*, March 1880. pp. 14.

¹⁴ *Reports of the Trustees of the State Library and the State Librarian*, Vol. VIII, Part VI, June 1, 1904 through May 31, 1906. (Manchester, John B. Clark, 1906), pp. 446.

¹⁵ *Images of America, Londonderry*, (Londonderry Historical Society, 2004), pp. 53.

¹⁶ Junie Vickers, *Derry News*, November 2nd, 1994, pp. 11.

INDIVIDUAL INVENTORY FORM

NHDHR INVENTORY #

until 1973 when a new building was constructed. Mr. Leach had served as selectman and in the State legislature at various times from 1851 to 1865¹⁷.

An addition was made during 1907 at a cost of \$300. This may have been the first of the rear additions. Another addition and a steel ceiling were line items completed during 1910 at a combined cost of just under \$400. From about 1910 until 1920, it was regularly rented out for a dancing school. During 1935 a “*Town Hall Project*” was undertaken that included work on the roof and steel ceiling. Town officers moved out of the Town Hall in 1968, using premises at Grenier Field until a new Town complex was created at its present location in the late 1970s¹⁸. The Lions Club came to Londonderry in 1970. The Meetinghouse was used by several groups while the Lions Club participated in restoration¹⁹ – Boy Scouts, Girl Scouts, cheerleaders, Newcomers Club and public service committees.

The Lions Club did not renew its lease in 2022 and moved their meetings to take place at the Methodist Church²⁰.

The title thread to the land is incomplete. The Meetinghouse and the adjacent Methodist Church are on subdivisions of a larger twenty-acre parcel that was conveyed to Andrew Mack by Matthew Thornton in 1779²¹. There are no deeds involving that parcel until the late 1800s when Wallace Mack conveyed four small subdivisions – the Town Common, the Grange, a narrow strip of land at the rear of the Methodist Church and an “L” shaped parcel extending around the Methodist Church and the Meetinghouse, but mostly southerly of the Meetinghouse²². The last two of those deeds acknowledged that the Methodist Church and the Meetinghouse were already on smaller parcels of land that were owned respectively by the Church and the Town. Those original Town Hall and Methodist Church parcels were donated by Robert Mack, but the donations were not recorded by deed.

¹⁷ *Images of America, Londonderry*, (Londonderry Historical Society, 2004), pp. 61.

¹⁸ Junie Vickers, *Derry News*, November 2nd, 1884, pp. 11.

¹⁹ *Derry News*, February 6th, 1969, pp. 4; October 22nd, 1970, pp. 4 & September 13th, 1973, pp. 6.

²⁰ David Steinhauer, President, Lions Club, *Londonderry Times*, September 22nd, 2022, Vol. 23, pp. 4.

²¹ *Rockingham County Deeds* 0146-0390.

²² *Rockingham County Deeds* 0468-0402, 0541-0369, 0549-0346 & 0563-0186.

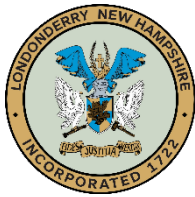
Exhibit 2

Londonderry Times, Vol. 2, No. 1, January 10th, 1865, pp.4

PLAN OF DR. MORRISON'S MEETING HOUSE.

Moor.	Mack.	Madam's	Pul't Stairs.	PULPIT.	Holmes.	Dickey,	Patterson.	Bell. Duncan.
Holmes.								Gage.
Fisher.								Aiken.
Smith.								Claggett.
Dickey.								McMurphy.
McCollom.	Barker.	Anderson.	Dickey.		Adams.	Adams.	Jackson,	Holmes.

The first Meeting-House built in the West Parish in Londonderry, was located near the "Old Grave Yard" where its site is now to be seen by the antiquarian. It was built as early as 1735, but was occupied by the Parish only a few Sabbaths. The next house was probably built in 1736 7, as we find the Parish voted, Sept. 7 '36 "That they sett up their meeting-house upon that part of James Aiken's Home Lot, known by his Sheep Pasture." This was a little to the east of the house of David Karr, in Derry. In this house preached the Rev. David McGregor from his settlement, in 1737, till his death, 1777, with the exception of a few Sabbaths in each year after the erection of the next Meeting-House in 1769. The "Aiken's Range" house was "low in the post with a low floor requiring descending steps to reach it." Most of the readers of the *Times* remember the location of Dr. Morrison's Meeting-House though few probably are aware why that rather peculiar site came to be pitched upon. The notice is yet in existence which was posted up to call the people of the Parish together, "To lott whether the Meeting-House should be sett up at James Wallace's, at the corner of his field, or near Henry Campbell's, at his tobacco yard." And upon the same paper is recorded the fact that the Parish "Then met and the lot fell upon the latter place." December 22, 1769, the furnishing of the timber was put up at auction, one man furnishing so many sills, another beams, &c. The next year the house was finished outwardly. The interior remained unfinished until about 1780, when the house came to be permanently occupied. The pews were erected in or near 1787, and were sold for £1023 and 5 shillings.



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

Town Council Meeting – Agenda Item Coversheet

Meeting Date: 8/4/2025

Submitted By: TM Shaun Mulholland

Department: Town Manager

Contact Information: Email or Telephone

Estimated Discussion Time: 10 Minutes

Agenda Item Number: E.4

Agenda Item Title: Establishment of the School District Office Working Group

Background and Purpose: The School Board has asked that the Town consider the concept of constructing a School District administrative office building which would be attached to the Town Hall building. In the past there was an office building attached to Town Hall which housed the School District offices. This structure was demolished several years ago due to its poor condition. Presently the School District rents office space at a location in town. This proposal would direct the Town Manager to create a working group in cooperation with the School District to develop the concept to determine feasibility and present findings to the Town Council and the School Board. Additionally, if the project is determined to be feasible to propose actionable items to move the project forward for funding consideration.

Action: Authorize the Town Manager to create a working group to achieve the objectives outlined in the resolution.

Proposed Motion: *MOVED, that the Londonderry Town Council hereby approves Resolution XX-2025.*

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



Town of Londonderry, New Hampshire

268B Mammoth Road • Londonderry, NH 03053

(603) 432-1100 • londonderrynh.gov

RESOLUTION 2025-15

A Resolution Relative to

ESTABLISHMENT OF LONDONDERRY SCHOOL DISTRICT – TOWN HALL CAMPUS WORKING GROUP

WHEREAS the Town Council recognizes the strategic opportunity to develop a School District administrative office adjacent to the existing Town Hall, promoting operational efficiency and shared infrastructure; and,

WHEREAS a dedicated Working Group is necessary to conduct feasibility analysis, site planning, cost evaluation, stakeholder engagement, and recommendations; and,

WHEREAS such Working Group constitutes a “public body” under RSA 91 A and must fully comply with public meeting and records provisions.

NOW THEREFORE BE IT RESOLVED by the Town Council of the Town of Londonderry, NH that the Londonderry School District – Town Hall Campus Working Group is established effective immediately in accordance with the Working Group Charge, a copy of which is attached hereto.

**Ron Dunn – Chair
Town Council**

Sharon Farrell – Town Clerk

A TRUE COPY ATTEST:

08/04/2025

ESTABLISHMENT OF LONDONDERRY SCHOOL DISTRICT – TOWN HALL CAMPUS WORKING GROUP CHARGE

1. **Establishment**

The Town Manager is hereby directed to convene a Working Group (WG) per the membership outlined below, to develop a recommendation(s) on constructing a School District administrative office adjacent to Town Hall.

2. **Membership**

The Working Group shall include:

- o One (1) Town Councilor (appointed by Council Chair)
- o At least One (1) School Board member
- o The Superintendent of Schools
- o Assistant Superintendent of Schools
- o The School District Business Administrator
- o The Town Manager
- o Finance Director
- o The Director of Public Works (DPW)
- o The DPW Facilities Manager
- o The School District's Facilities Manager

3. **Purpose and Duties**

The Working Group shall:

- a. Assess site viability, conceptual design options, and infrastructure needs.
- b. Estimate capital costs, funding sources, and phasing opportunities.
- c. Evaluate operational efficiencies, potential cost-sharing, and interdepartmental synergies.
- d. Engage relevant stakeholders, including Town and School personnel, community members, and external consultants.
- e. Prepare and present a written report, including cost-benefit analysis, risk assessment, and recommended next steps within six months of formation.

4. **Development of Courses of Action**

- o **Development of the conceptual plan of how the relationship would be structured between the Town and the School District during and after construction.**
- o **This would include a potential conceptual lease agreement and cost share provisions.**
- o **Outline the legislative steps that would be necessary to implement the project at the Council and School Board level as well as the actions needed for Town Meeting and School District meeting.**

5. **Public Access Requirements**

In accordance with RSA 91-A, the Working Group shall:

- a. Provide public notice of all meetings at least 24 hours in advance, posted in two public locations (including Town's & School District's website)
- b. Conduct meetings open to the public, allow audio/visual recording.
- c. Keep minutes listing members present, attendees, subjects discussed, motions and votes, made available for public inspection within five business days
- d. Limit nonpublic sessions to RSA 91-A enumerated purposes, with appropriate motion

and roll-call vote.

e. Ensure all documents and records, including electronic communications and draft materials circulated during meetings, are retained and available as “governmental records” under RSA 91-A.

f. Avoid decision-making outside of duly noticed public meetings, including serial communications or email—conforming to RSA 91-A:2-a

6. **Town Manager Duties**

The Town Manager shall:

a. Within 14 days of passage of this Resolution, appoint members or request appointments by respective bodies.

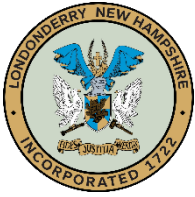
b. Provide necessary staff support, meeting coordination, and resources.

c. Ensure procedural compliance with RSA 91-A regarding meetings and records.

d. Monitor Working Group progress, provide updates to the Council at each Council meeting and report any delays or significant obstacles to the Town Council.

Reporting

The Working Group shall submit its final report, including recommendations, to the Town Council and School Board within six months, unless otherwise extended by action of both bodies.



Town of Londonderry, New Hampshire
268B Mammoth Road • Londonderry, NH 03053
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Town Council Meeting – Agenda Item Coversheet

Meeting Date: 8/4/2025
Submitted By: TM Shaun Mulholland
Department: Town Manager

Contact Information: Email or Telephone
Estimated Discussion Time: 5 Minutes
Agenda Item Number: E.5

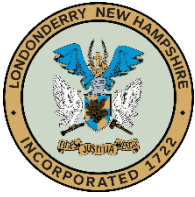
Agenda Item Title: Londonderry Rail Trail Project Management Authorization

Background and Purpose: The Town was fortunate to receive two CMAQ grants to construct Phases 6 & 7 of the Londonderry Rail Trail. The Town Manager is requesting authorization to take the steps necessary to complete the process to include authorization to obtain and execute easements.

Action: Authorize the Town Manager to accept easements for both of these projects.

Proposed Motion: ***MOVED, that the Londonderry Town Council hereby authorizes the Town Manager to take all steps necessary to complete the Londonderry Rail Trail Projects entitled Phase 6 & 7 to include the acceptance and execution of easements necessary for the completion of the project.***

Attachments: Click or tap here to enter text.



Town of Londonderry, New Hampshire
268B Mammoth Road • Londonderry, NH 03053
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Town Council Meeting – Agenda Item Coversheet

Meeting Date: 8/4/2025
Submitted By: Kirsten Hildonen, ASC
Department: Town Manager

Contact Information: khildonen@londonderrynh.gov
Estimated Discussion Time: 15 minutes
Agenda Item Number: E. 6

Agenda Item Title: Discuss and Approve the Application Process for Leach Library Trustee Alternates

Background and Purpose: At the July 21, 2025 Town Council meeting, the Councilors directed Town staff to manage the process of soliciting applications for up to three (3) Leach Library Trustee alternate members, who will serve for one (1) year terms in accordance with NH RSA 202-A:10. This document explicates the process and includes a Talent Bank form customized to the position in question.

Action: Review and discuss the proposed process and Talent Bank form. Come to consensus and give Town staff direction to post the position as the process outlines.

Proposed Motion: No motion or vote needed. Verbal consensus is sufficient.

Attachments: Amended Talent Bank form; process outline

Shaun Mulholland

Town Manager

Kellie Caron

Assistant Town Manager



Town Council

Ron Dunn, Chair

Shawn Faber, Vice Chair

Ted Combes

Daniel Bouchard

Deb Paul

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

PROCEDURE FOR FILLING LEACH LIBRARY TRUSTEE – ALTERNATE POSITIONS

In accordance with New Hampshire RSA 669:75; RSA 202-A:6 and 10, and the Londonderry Town Charter

Step 1: Revise the Talent Bank Application Form

The standard Town of Londonderry talent bank application will be revised to reflect the specific role and responsibilities of the **Leach Library Trustee – Alternate** position. This includes updating the title, relevant duties, and any qualifications or interests specific to public library service.

Step 2: Council Approves Process and Talent Bank Form

At the **August 4, 2025 Town Council meeting**, the Council will review and approve this process and determine the number of applications which will trigger a screening process for interviews.

Step 3: Post the Vacancy

The revised position will be publicly posted to solicit applications. The posting will be shared through the Town's official communication channels, including the website, social media, and physical postings.

- **Posting Period: August 5, 2025 to August 29, 2025**
- The posting will appear in the Londonderry Times on **August 14, 2025**

Step 4: Distribute Submitted Applications

On **September 2, 2025**, all received talent bank forms will be distributed to:

- Members of the **Londonderry Town Council**
- Members of the **Leach Library Board of Trustees**

Step 5: Town Council Review and Interview Decisions

If the number of applicants warrants it, at the **September 8, 2025 Town Council meeting**, the Council will decide on a quantity of applicants to interview and will vote to determine which applicants will be invited for interviews at the **September 22, 2025 meeting**. The Council may also choose to hold interviews prior to the customary 7 p.m. meeting start time.

Step 6: Trustee Feedback Period

The Leach Library Board of Trustees will have until **September 10, 2025**, to provide individual **written comments**. These comments will be included in the **public meeting packet** for the **September 22, 2025 Town Council meeting**.

Step 7: Council Appointment

At the **September 22, 2025**, the Council will **interview and may choose to appoint up to three (3) Leach Library Trustee alternate trustees** for a term of **one (1) year** in accordance with RSA 202-A:10.

Leach Library Trustee – Alternate Position

Talent Bank Application

Contact Information

Name:

Date:

Street Address:

Phone:

Email:

Availability

Library Trustees generally meet monthly and may have occasional committee work or events.

Please indicate your availability:

☐ One meeting per month ☐ Two meetings per month ☐ More than two meetings per month

Time limitations or preferences (if any): _____

Are you available on Wednesday nights on a regular basis? ☐ Yes ☐ No

Background

1. Areas of Interest or Education

Please describe your educational background or areas of interest relevant to this volunteer role:

2. Skills and Experience

Describe any professional skills, volunteer work, or personal experiences relevant to this role:

Library-Specific Questions

1. Why are you interested in serving as a Leach Library Trustee – Alternate?

2. How do you see the public library's role in the Londonderry community?

3. Trustees are responsible for financial oversight, policy development, and long-term planning.

Please describe any experience you have in these areas:

4. What techniques or strategies do you employ to achieve consensus when members of a group have differing opinions?

Employment

To avoid conflicts of interest, please provide:

Current Employer: _____

Position Title: _____

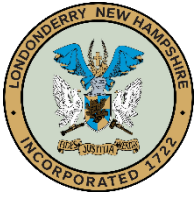
Do you currently serve on any other Town or School board or committee? ☐ Yes ☐ No

Return this form by August 29, 2025 to:

Kirsten Hildonen, Administrative Support Coordinator

Email: khildonen@londonderrynh.gov

Mail: Town of Londonderry, Attn: Kirsten Hildonen; 268B Mammoth Road,
Londonderry, NH 03053



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

Town Council Meeting – Agenda Item Coversheet

Meeting Date: 8/4/2025

Submitted By: Kellie Caron

Department: Planning & Economic Development

Contact Information: kcaron@londonderrynh.gov

Estimated Discussion Time: 5 Minutes

Agenda Item Number: E. 7

Agenda Item Title: First Reading: Zoning Ordinance Amendment – Rezoning Map 28, Lot 009

Background and Purpose: The City of Manchester seeks to rezone Map 28, Lot 009, located at 3385 Brown Avenue, from Agricultural Residential (AR-1) to Commercial II (C-II). The proposed rezoning is intended to better align the property's zoning designation with the surrounding land use pattern and support future development that is compatible with commercial and airport-related activity. The change would eliminate existing zoning discontinuity and promote land use compatibility with adjacent parcels, many of which are zoned for commercial or industrial 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 July 9, 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: No formal action is required at this time. Action will be required at the Public Hearing

Attachments: Staff Memo; Planning Board NOD; 3385 Brown Ave Rezoning Application



Town of Londonderry, New Hampshire

268B Mammoth Road • Londonderry, NH 03053

(603) 432-1100 • londonderrynh.gov

ORDINANCE 2025-08

AN AMENDMENT TO THE ZONING ORDINANCE RELATIVE TO REZONING MAP 28, LOT 009

WHEREAS the existing parcel, Map 28, Lot 009, 3385 Brown Ave is zoned Agricultural-Residential (AR-1); and,

WHEREAS the Planning Board has received a request to rezone the above-referenced parcel to Commercial II (C-II); 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 28, Lot 009 to Commercial II, to become effective upon passage by the Town Council

Ron Dunn – Chair
Town Council

Sharon Farrell – Town Clerk

A TRUE COPY ATTEST:
02/05/2024



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, July 9, 2025, to consider the following:

Rezoning request to rezone 3385 Brown Avenue (Map 28, Lot 009) from AR-1 (Agricultural Residential) to C-II (Commercial II) City of Manchester C/O Manchester Airport (owner & Applicant)

Member A. Rugg moved to recommend to the Town Council an approval of the rezoning request by City of Manchester C/O Manchester Airport (owner & Applicant) to rezone 3385 Brown Avenue (Map 28, Lot 009) from AR-1 (Agricultural Residential) to C-II (Commercial II)

Member L. Wiles seconded the motion.

The motion was granted, 8-0-1, with S. Faber abstaining as a Town Council member. The Chair voted 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

www.londonderrynh.org

Planning – Zoning – Economic Development – Conservation

MEMORANDUM

TO: Planning Board

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

DATE: July 9, 2025

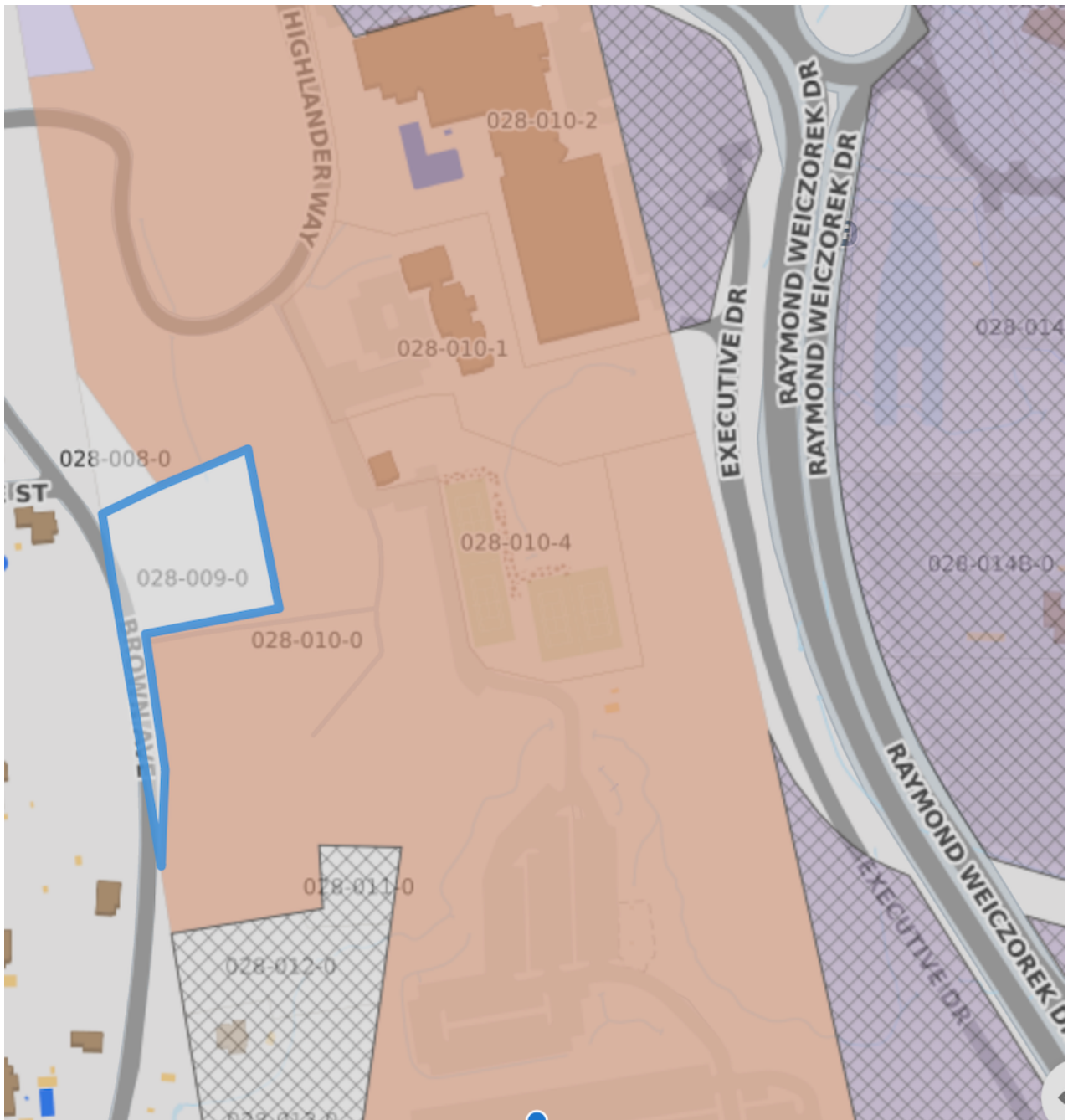
RE: Public hearing on an application to rezone 3385 Brown Ave (Map 28, Lot 009-0) currently zoned as Agricultural- Residential (AR-1) to Commercial-II (C-II). City of Manchester C/O Manchester Airport (owner & Applicant)

Existing Conditions & Background

The applicant is requesting the rezoning of one parcel—Map 28 Lot 009-0—from Agricultural-Residential (AR-1) to Commercial II (C-II). The property is located at 3385 Brown Avenue in the northwestern portion of Londonderry, directly adjacent to Manchester-Boston Regional Airport.

The 3.3-acre parcel is currently undeveloped and lies within a transitional zoning area between residential and transportation-oriented commercial/industrial uses. Permitted uses in the AR-1 district are limited primarily to agricultural and low-density residential development (Londonderry Zoning Ordinance [LZO] Section 4.1.2).

The surrounding zoning consists of Commercial II (C-II) to the north, south and east, supporting airport infrastructure and related commercial uses and residential uses (in City of Manchester) to the west along Brown Ave.



2013 (current) Master Plan Consistency

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

“The Industrial Village Special District represents the concept for a self-sustaining, industrial village south of the airport near Pettengill Road. The center would promote industrial, office, and retail development acting as a sustainable, closed-loop eco-village, where businesses feed each other for productivity.”

The 2013 Londonderry Comprehensive Master Plan also refers to this area as the Pettengill Road Area Industrial Village. In summary this the Plan reimagines the Pettengill Road area not as a conventional industrial park, but as a self-sustaining industrial village. Widely supported by the community due to its industrial zoning, proximity to the airport, and separation from residential areas, the area is envisioned to support a mix of manufacturing, office, and industrial uses alongside services and recreational amenities that meet workers' daily needs, reducing reliance on cars. The plan proposes a model eco-village with interconnected streets and businesses that operate in a closed-loop system, where waste from one facility supports another. Agricultural lands could supply food to local restaurants, and the district would be positioned as both a sustainable workplace hub and a tourist destination.

Rezoning Request:

The City of Manchester seeks to rezone the parcel to Commercial II (C-II) to better align with the surrounding land use and zoning pattern and to facilitate future development supportive of airport-related or commercial activity. The proposed change would eliminate a zoning discontinuity and strengthen land use compatibility in this important economic gateway area.

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 3385 Brown Avenue (Map 28 Lot 009-0), owned by the City of Manchester c/o Manchester-Boston Regional Airport, from AR-1 (Agricultural-Residential) to C-II (Commercial II).

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.

Londonderry Town Council Minutes
Monday, July 21, 2025, 7:00 p.m.
Moose Hill Council Chambers

Meeting Link: <http://173.166.17.35/CablecastPublicSite/show/13000?channel=4>

Council Members Present: Chair Ron Dunn; Vice Chair Shawn Faber; Councilors Ted Combes, Dan Bouchard, Deb Paul

Council Members Absent: None

Others Present: Assistant Town Manager & Director of Economic Development Kellie Caron; Administrative Support Coordinator Kirsten Hildonen; Town Manager Shaun Mulholland

A. CALL TO ORDER

Chair Dunn called the meeting to order at 7:00 p.m. and led the Pledge of Allegiance. Councilor Combes asked for a moment of silence dedicated to Mrs. Phyllis Clark.

Chair Dunn addressed a complaint about a violation of the code of ethics committed by Councilor Paul at the July 7, 2025, Town Council meeting. While he found the complaint unfounded, he stated the Councilor violated the rules of public comment and warned her to comply with the rules of public comment in the future.

B. PUBLIC COMMENT

Chair Dunn opened public comment.

Name: Kathy Wagner

Address: 15 Parmenter Road

Ms. Wagner noted the Council has no role in appointing the Deputy Town Treasurer. In response to a recent statement, she said the Treasurer has nothing to do with the budget, so cannot save the taxpayers money. She expressed concern that the Town contracting with the Londonderry Times to post meeting notices presents a conflict of interest for Councilor Paul. She asked for camera and microphone coverage of the audience during meetings.

A resident spoke in favor of implementing impact fees. (See attached)

Name: Erica Laue

Address: 18 Lancaster Drive

Ms. Laue shared concerns about the Leach Library Board of Trustees and asked for transparency. She asked the Council to help ensure the Board is acting in an ethical and legal fashion.

Name: Nick Maher

Address: 5 Holly Lane

Mr. Maher spoke as a resident and Leach Library employee. He shared concerns about actions of the Leach Library Board of Trustees, and asked the Council and public to attend the next Board meeting to show support for the Library.

Name: Bob Robiscek

Address: 13 Clover Lane

Mr. Robiscek spoke in support of impact fees.

Name: Margherita Verani

Address: 73 Page Road

Ms. Verani asked for clarification about impact fees.

Name: Beth Marrocco

Address: 4 Westwood Drive

Ms. Marrocco, a Leach Library Trustee, spoke to issues facing the Board of Trustees and to the need for a process to appoint alternate Board members.

Name: Kate Burbidge

Address: 21 Kelley Road

Ms. Burbidge spoke in opposition to granting The Baldwin's application for a charitable property tax exemption.

Name: Ken Soleyn

Address: 10 Sunflower Lane

Mr. Soleyn thanked the Council members for their service. He spoke in support of solar power. (see attached letter)

Name: Azra Palo

Address: 17 Bancroft Road

Ms. Palo urged the Council to advise the Leach Library Board of Trustees to properly follow the process of appointing alternates. She shared concerns regarding the actions of the Board.

Name: Nancy Hendricks

Address: 14 King John Drive

Ms. Hendricks, a Leach Library Trustee, expressed concern about the process the Board of Trustees is following to choose alternates. She asked the Council to establish a transparent process to solicit and choose Board alternates.

Name: Kim Strohmeier

Address: 3 Pine Street

Ms. Strohmeier shared concerns about the Leach Library Board of Trustees' process of selecting alternates. She asked the Council to postpone making a decision on appointing alternates and to facilitate a more transparent process.

Name: Tom Dolan

Address: 19 Isabella Drive

Mr. Dolan thanked the Council members for their service. He asked the Council to approve his recommendation for Deputy Town Treasurer.

Name: Kevin Smith

Address: 6 King Phillip Drive

Mr. Smith thanked the Council for their service. He spoke against implementing the impact fee program.

Name: Bob Holden

Address: 6 Holmes Street

Mr. Holden thanked the Council for addressing the problems at 10 Beacon Street.

Chair Dunn closed public comment.

C. BOARD APPOINTMENTS AND REAPPOINTMENTS

1. Appointment of Deputy Town Treasurer

Councilor Paul recused herself from this discussion.

Vice Chair Faber made a motion to approve John Farrell as Deputy Treasurer. Seconded by Councilor Combes. Motion carried 3-1-0, with Councilor Bouchard voting in opposition. Chair votes in the affirmative.

Councilor Paul returned to the Council.

2. Appointment of Leach Library Board of Trustees Alternates

Councilor Combes made a motion to postpone the vote on the Library alternate positions to allow Town staff time to post and collect applications, and proper time for the Town Council to have meeting interviews in September with the candidates. Seconded by Councilor Bouchard.

The Council discussed the role they should play in this process, questioning whether the Council should select members for another Board. They noted the concerns expressed by members of the public about the process the Board of Trustees followed to select individuals to be appointed as alternates. They discussed the need for the Board to establish and follow a transparent process.

Councilor Paul suggested Trustees share their thoughts on this issue.

Nancy Hendricks agreed that a process is needed, and expressed concern about the process that was followed to come up with the current list of alternates. She agreed the Trustees should submit a list to the Council to approve.

Beth Marrocco agreed about the need for a process.

Moira Ryan spoke to the process followed by the Board of Trustees for months to come up with the list of alternates that was submitted to the Council, and it was up to the Council to decide who to appoint.

Nancy Hendricks disagreed that the process had been going on for months.

Motion carried 4-1-0, with Vice Chair Faber voting in opposition. Chair votes in the affirmative.

D. PUBLIC HEARINGS

1. Receive Public Input, Discuss and Act Upon Increasing The 100% Disabled Veterans Tax Credit Pursuant to RSA 72:35, I-A

Councilor Paul made a motion to open the public hearing. Seconded by Councilor Combes. Motion carried 5-0-0. Chair votes in the affirmative.

Chair Dunn asked for public comment.

Name: Moira Ryan

Address: 2 Snowberry Hollow

Ms. Ryan spoke in support of increasing the tax credit.

A letter from **Dennis Martin** in support of increasing the tax credit was read into the record.

Vice Chair Faber made a motion to close the public hearing. Seconded by Councilor Combes. Motion carried 5-0-0. Chair votes in the affirmative.

Councilor Combes made a motion that the Londonderry Town Council hereby approves the amendment of Title VI - Town Policy, Chapter XXII, Service-Connected Total Disability Tax Credit Policy by increasing the amount of the optional tax credit for service-connected total disability to the new statutory maximum of \$5,000 per year, in accordance with RSA 72:35, I-a, as amended. This tax credit shall not be combined with or added to any other veterans' tax credits or exemptions for which the qualifying taxpayer may otherwise be eligible, including but not limited to those provided under RSA 72:28, RSA 72:28-b, RSA 72:28-c, or RSA 72:36-a, with an effective date of August 1, 2025. Seconded by Vice Chair Faber. Motion carried 5-0-0. Chair votes in the affirmative.

2. Receive Public Input, Discuss and Act Upon Application for a Building Permit on Class VI Road in Accordance with NH RSA 674:41 (38 Jack's Bridge Road)

Ms. Caron explained this is a statutory process. This application has been reviewed by Staff and the Planning Board.

Russell Goldman, applicant, and Bob Baskerville of Bedford Design Consultants appeared before the Council to continue discussion of this request from the last Council meeting. Mr. Goldman agreed to build a 20-foot-wide road. He asked for relief from the 6% slope requirement and that a 10% slope be allowed. He also asked for relief from the requirement for 1,200-foot turnouts. He agreed to sign a release of liability.

Mr. Baskerville reviewed the details of their proposal to build one driveway to one house, addressing the requests noted by Mr. Goldman.

The Council discussed concerns about firetruck access. Division Chief of Fire Prevention Brian Johnson said the NFPA codes require a turnaround every 1,250 feet. He noted Assistant Chief Heinrich approved of a 20-foot road and a turnaround on the applicant's property.

Vice Chair Faber made a motion to open the public hearing. Seconded by Councilor Paul. Motion carried 5-0-0. Chair votes in the affirmative.

Name: Margherita Verani

Address: 73 Page Road

Ms. Verani said the 20-foot road should be built to Town road specifications. They own three lots on this road, so the road will be used by the future residents of those lots. She questioned how a driveway could be placed on a Town right-of-way. She identified where Jack's Bridge Road starts.

Name: Giovanni Verani

Address: 73 Page Road

Mr. Verani asked if a precedent is being set in this case. He reviewed the Fire Department and Planning Board requirements and asked that those be met. He questioned how the applicant could construct the road within the right-of-way. He asked about the makeup of the 20-foot road.

Marge Badois, Conservation Commission Chair, noted that this parcel is close to a conservation parcel with a rare, endangered fairy shrimp population. The Conservation Commission asked the proposed survey of the right-of-way include the wetlands on the conservation property within 100 feet of any construction, and the building permits be held to the same standards required by the site plan with respect to buffers, wetlands, and otherwise.

Name: Tony DeFrancesco

Address: 1 Cheshire Court

Mr. DeFrancesco noted the applicant will need to return to the Planning Board and Staff to build a house. He asked the Council to retain the 6% grade to protect the safety of emergency responders. He spoke to the definition of a driveway.

Name: John Weigler

Address: 74 Page Road

Mr. Weigler said the Town GIS is not accurate on Page Road and noted the difficulty tractor-trailers have turning around on the road. He wanted to ensure the road is sufficient to serve his lots located along it.

Name: John Farrell

Address: 4 Hancock Drive

Mr. Farrell suggested returning this case to the Planning Board.

The Council recommended renaming the road to delineate where Page Road begins. Mr. Mulholland outlined the process required to do this.

Councilor Combes made a motion to close the public hearing. Seconded by Vice Chair Faber. Motion carried 5-0-0. Chair votes in the affirmative.

Vice Chair Faber made a motion to take the Planning Board's recommendations, with the exception of a 20-foot travel way to incorporate the turnaround, and 20 feet for the driveway and the 1,200 foot measurement starts from Lucas Road. Seconded by Councilor Bouchard.

Mr. Mulholland cautioned the Council against including mention of the driveway, as application for a driveway permit is a separate administrative process.

Councilor Combes amended the motion to remove mention of the 20-foot driveway from where it meets the road. Seconded by Vice Chair Faber. Motion carried 5-0-0. Chair votes in the affirmative.

The Council voted 5-0-0 on the motion as amended. Chair votes in the affirmative.

3. Receive Public Input, Discuss and Act Upon Making Amendments to the Londonderry Zoning Ordinance: Inclusionary Housing (LZO Section 2; LZO Section 4.1.2; LZO Section 5.7)

Ms. Caron reviewed the changes to this zoning ordinance and the rationale behind them.

Councilor Combes made a motion to open the public hearing. Seconded by Vice Chair Faber. Motion carried 5-0-0. Chair votes in the affirmative.

Chair Dunn asked for public comment.

Name: John Farrell

Address: 4 Hancock Drive

Mr. Farrell spoke in support of the ordinance being rewritten.

Councilor Combes made a motion to close the public hearing. Seconded by Vice Chair Faber. Motion carried 5-0-0. Chair votes in the affirmative.

Councilor Bouchard made a motion that the Londonderry Council adopt Ordinance 2025-05, an amendment to the zoning ordinance relative to inclusionary housing. Seconded by Vice Chair Faber. Motion carried 5-0-0. Chair votes in the affirmative.

4. Receive Public Input, Discuss and Act Upon Making Amendments to the Londonderry Zoning Ordinance: Removal of Route 28 Performance Overlay District (Section 4.1.2; Section 4.6.7; Section 7.6.D.8; Section 6.3.11)

Councilor Bouchard recused himself from this discussion.

Ms. Caron explained why this district was originally introduced and the reasons for removing it.

Vice Chair Faber made a motion to open the public hearing. Seconded by Councilor Combes. Motion carried 5-0-0. Chair votes in the affirmative.

Chair Dunn asked for public comment.

Name: John Farrell

Address: 4 Hancock Drive

Mr. Farrell reviewed the reason for the overlay district originally being put into place.

Name: Marge Badois

Address: 189 Litchfield Road

Ms. Badois suggested amending the overlay district instead of removing it to prevent big box stores being built.

Name: Tony DeFrancesco

Address: 1 Cheshire Court

Mr. DeFrancesco noted the underlying zoning will remain.

Name: Cheryl Waitt

Address: 57 Noyes Road

Ms. Waitt spoke to concerns about removing the overlay district, including increased traffic and the need to retain the Town's character and natural resources.

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

The Council reviewed the effects of removing the overlay district. Ms. Caron reiterated that the underlying zoning would remain. She noted Staff has analyzed the parcels affected by this amendment for their development potential.

Vice Chair Faber made a motion that the Londonderry Town Council adopt Ordinance 2025-03, an amendment to the zoning ordinance relative to the removal of the Route 28

323 *Performance Overlay District and all references thereto. Seconded by Councilor*
324 *Combes. Motion carried 3-1-0, with Councilor Paul voting in opposition. Chair votes in*
325 *the affirmative.*

326
327 Councilor Bouchard returned to the Board.

328
329 **5. Receive Public Input, Discuss and Act Upon Making Amendments to the**
330 **Londonderry Zoning Ordinance: Solar Ordinance – Proposed Section 5.22**

331
332 Ms. Caron noted this is a new ordinance and reviewed the reasoning behind introducing
333 it.

334
335 **Lynn Wiles, Chair of the Utilities Committee/Secretary of the Planning Board,**
336 **responded to questions from the Council regarding size and location restrictions.**

337
338 *Vice Chair Faber made a motion to open the public hearing. Seconded by Councilor*
339 *Combes. Motion carried 5-0-0. Chair votes in the affirmative.*

340
341 Chair Dunn asked for public comment; there was none.

342
343 *Councilor Combes made a motion to close the public hearing. Seconded by Vice Chair*
344 *Faber. Motion carried 5-0-0. Chair votes in the affirmative.*

345
346 *Vice Chair Faber made a motion that the Londonderry Town Council adopt Ordinance*
347 *2025-06, an amendment to the zoning ordinance relative to the new section for solar*
348 *ordinance. Seconded by Councilor Combes. Motion carried 5-0-0. Chair votes in the*
349 *affirmative.*

350
351 **6. Receive Public Input, Discuss and Act Upon Making Amendments to the**
352 **Londonderry Zoning Ordinance: Updated Definition of Abutter**

353
354 Ms. Caron explained this amendment addresses a statutory change to the definition. Vice
355 Chair Faber noted the Town has gone above and beyond the regulation, notifying more
356 people than is required.

357
358 *Councilor Combes made a motion to open the public hearing. Seconded by Vice Chair*
359 *Faber. Motion carried 5-0-0. Chair votes in the affirmative.*

360
361 Chair Dunn asked for public comment; there was none.

362
363 *Councilor Combes made a motion to close the public hearing. Seconded by Vice Chair*
364 *Faber. Motion carried 5-0-0. Chair votes in the affirmative.*

365
366 *Councilor Combes made a motion that the Londonderry Town Council adopt Ordinance*
367 *2025-04, an amendment to the zoning ordinance relative to the definition of abutter.*
368 *Seconded by Vice Chair Faber. Motion carried 5-0-0. Chair votes in the affirmative.*

E. NEW BUSINESS

1. Accept Tax Collector's Deed for the Property Located at 10 Beacon Street

Allison Parsons, Town Tax Collector, asked the Council to accept the deed for 10 Beacon Street for failure to pay past property taxes.

Councilor Combes made a motion that the Londonderry Town Council accept the Tax Collector's deed for the property located at 10 Beacon Street, Londonderry, New Hampshire, 03053, effective on July 14, 2025. Seconded by Vice Chair Faber. Motion carried 5-0-0. Chair votes in the affirmative.

2. Discuss and Approve Charitable Property Tax Exemption for The Baldwin

Assessor Stephan Hamilton reviewed this request for a charitable property tax exemption. The Baldwin is a registered charity in the state of New Hampshire. There is property that will remain taxable.

The Council discussed whether The Baldwin was meeting the requirements for a charitable entity in New Hampshire, and Mr. Mulholland verified they were. The Council discussed the ramifications of approving this request.

Councilor Combes made a motion that the Londonderry Town Council approve the exemption request for these portions of their property that are used and occupied for their charitable purpose and further authorize the Town Manager and Assessor to negotiate payment in lieu of taxes with the applicant to result in terms most favorable to the Town. Seconded by Vice Chair Faber. Motion carried 4-1-0, with Councilor Paul voting in opposition. Chair votes in the affirmative.

3. Discuss and Act Upon Granting the Authority to the Town Manager to Waive Fire Suppression Inspection Fees Required for Participation in Old Home Day 2025

Ms. Hildonen reviewed this request to grant the Town Manager permission to waive fire suppression inspection fees for food trucks participating in Old Home Day 2025.

Councilor Bouchard made a motion that that the Council grants the authority to the Town Manager to waive fire suppression inspection fees required for participation in Old Home Day 2025. Seconded by Vice Chair Faber. Motion carried 5-0-0. Chair votes in the affirmative.

4. Discuss and Schedule a Public Hearing Considering a Revision of Zoning Ordinance 9.3 - Reassign Demolition Review Committee Responsibilities to Heritage Commission (First Reading)

Ms. Hildonen explained the rationale behind this request, including the difficulty in finding members for the committee and having a quorum present at meetings.

A public hearing will be held on August 4, 2025.

415 **5. Discuss, Review and Amend the Code of Ethics for Town Employees, Elected**
416 **Officials, Appointed Town Officials, and Volunteers**

417 Mr. Mulholland reviewed the rationale for the need to revise the Code of Ethics and asked
418 for permission to go through the process.

419
420 *Councilor Combes made a motion that the Londonderry Town Council hereby directs*
421 *the Town Manager to implement the process outlined in this document to consider*
422 *recission and adoption of a revised Code of Ethics. Seconded by Councilor Bouchard.*
423 *Motion carried 5-0-0. Chair votes in the affirmative.*
424

425 **6. Discuss Creation and Implementation of a Town Strategic Plan**

426 Mr. Mulholland defined and explained the need for a strategic plan, which will address
427 missing pieces of the Master Plan.

428
429 *Councilor Combes made a motion that the Londonderry Town Council directs the Town*
430 *Manager to implement the process to coordinate and develop a Strategic Plan that will*
431 *complement the Town's Master Plan. After the completion of a comprehensive public*
432 *engagement process, the Town Council will review and consider adoption of the*
433 *proposed Strategic Plan. Seconded by Councilor Bouchard. Motion carried 5-0-0.*
434 *Chair votes in the affirmative.*
435

436 **7. Discuss Rescinding the Existing FMLA Policy Adopted by Resolutions 2019-05 and**
437 **2024-16: and Direct the Town Manager to Implement a New Administrative Policy.**

438 Mr. Mulholland reviewed the need to implement a new FMLA policy, as the one currently
439 in place is outdated.

440
441 *Councilor Combes made a motion that the Londonderry Town Council hereby rescind*
442 *Resolution 2024-16, which established and revised the Town's Family and Medical*
443 *Leave Act (FMLA) Policy and directs the Town Manager to implement a new*
444 *administrative policy. Seconded by Councilor Paul. Motion carried 5-0-0. Chair votes*
445 *in the affirmative.*
446

447 **F. OLD BUSINESS**
448

449 **1. Discuss Feasibility of Implementing an Impact Fee Ordinance and Take Action to**
450 **Direct the Town Manager to Develop Said Ordinance for Consideration by the Town**
451 **Council and Planning Board**

452 Ms. Caron noted this decision is to determine if the Council would like the Town Manager
453 to proceed with investigating implementing impact fees.

454
455 The Council discussed whether to move forward with this process without having a
456 specific use planned for impact fees. They discussed the cost of imposing impact fees. Mr.
457 Mulholland reviewed the pros and cons of imposing such fees. The Council discussed
458 whether this was an effective use of Town resources and whether this would create an
459 overburden on commercial development. They discussed the need to budget for the
460 expense of this process.

461
462 After an extended discussion, no motion was made.
463

464 **G. APPROVAL OF MINUTES**
465

466 *Vice Chair Faber made a motion to approve the July 7, 2025, meeting minutes as presented.*
467 *Seconded by Councilor Combes. Motion carried 5-0-0. Chair votes in the affirmative.*
468

469 **H. OTHER BUSINESS**
470

471 **1. Liaison Reports**

472 Vice Chair Faber reported on Old Home Day activities. The Master Plan Subcommittee
473 has sent the first three chapters of the Master Plan to the Planning Board.
474

475 Councilor Combes reported the Heritage Commission will be meeting on August 23rd. A
476 Chicago tribute band will be performing at Concerts on the Common.
477

478 Councilor Bouchard reported the ZBA has new members. He asked the Town Manager
479 for an update on the Library Board of Trustees. Mr. Mulholland explained the Board Chair
480 asked him to attend the last meeting, although he has no jurisdiction or authority over the
481 Board. He responded to questions from the Board at that meeting.
482

483 Councilor Paul responded to an email from Edward MacKenzie with questions about the
484 Library Board of Trustees.
485

486 **2. Town Manager Report**

487 Mr. Mulholland presented the Town Manager report.
488

489 **3. Assistant Town Manager Report**

490 Ms. Caron did not have a report.
491

492 **I. PUBLIC COMMENT**

493 Chair Dunn opened public comment.
494

495 **Name:** Tony DeFrancesco

496 **Address:** 1 Cheshire Court

497 In response to a comment from a councilor, Mr. DeFrancesco said there is only one tax rate in
498 Londonderry and New Hampshire.
499

500 **Name:** Glenn Douglas

501 **Address:** 6 Overlook Avenue

502 Mr. Douglas expressed frustration about the Town not acting on issues that would serve the
503 residents.
504

505 Chair Dunn closed public comment.
506

507 **J. MEETING SCHEDULE**

508 August 4, 2025; Moose Hill Council Chambers; 7 p.m.

509

510 **K. ADJOURNMENT**

511

512 *Vice Chair Faber made a motion to adjourn the meeting at 11:11 p.m. Seconded by*
513 *Councilor Combes. Motion carried 5-0-0. Chair votes in the affirmative.*

514

515 *Minutes prepared by Beth Haggeli*

TOWN OF LONDONDERRY, N.H.
ZONING REGULATIONS
REVISED 2001
Section XII - (1201 - 1203.H)
Chapter 1—ZONING ORDINANCE
SECTION XII—IMPACT FEES

1201 Authority

These provisions are established pursuant to New Hampshire RSA 674:21, V.

1202 Purpose

These provisions are intended to:

- A. Assist in the implementation of the Town of Londonderry Master Plan; especially recommendation six (6) under the community facilities, and recommendation two (2) under transportation.
- B. Insure the adequate provision of public facilities necessitated by the growth of the Town of Londonderry.
- C. Assess an equitable share of the growth-related cost of new and expanded public capital facilities to all types of new development in proportion to the facility demands created by that development.

1203 Findings

The Londonderry Planning Board has made the following findings based on extensive consultation with all municipal departments, and a careful study of municipal facility needs.

- A. The Londonderry Planning Board adopted a Master Plan in January, 1988.
- B. The Londonderry Planning Board has prepared, and regularly updated, a Capital Improvements Program and Budget as authorized by the Londonderry Town Meeting of March 11, 1988.
- C. The Master Plan and the Capital Improvement Program demonstrate that significant new growth and development is anticipated in residential and non-residential sectors which will necessitate increased expenditures to provide adequate public facilities.
- D. The Town of Londonderry is responsible for and committed to the provision of public facilities and services at standards determined to be necessary by the Town to support residential and non-residential growth and development in a manner which protects and promotes the public health, safety and welfare.
- E. The cost of providing public capital facility capacity to serve new growth will be disproportionately borne by existing taxpayers in the absence of impact fee assessments.
- F. The calculation methodology for impact fees, as established by a report by the Planning Board entitled "Impact Fee Analysis: Town of Londonderry," shall represent a fair and rational method for the allocation of growth-related capital facility costs to new development. Based on this methodology, impact fees will not exceed the costs of:
 - 1. Providing additional public capital facilities necessitated by the new developments paying impact fees, or
 - 2. Compensating the Town of Londonderry for expenditures made for existing public facilities which were constructed in anticipation of new growth and development.
- G. Impact fee payments from new development will enable the Town of Londonderry to provide adequate public facilities to serve new growth, and provide new development with a reasonable benefit in proportion to its contribution to the demand for such facilities.
- H. The imposition of impact fees is one of the preferred methods of ensuring that development bears a proportionate share of the cost of capital facilities necessitated to accommodate such development. This must be done in order to promote and protect the public health, safety and welfare.

TOWN OF LONDONDERRY, N.H.
ZONING REGULATIONS
REVISED 2001

Section XII - (1204 -1205.C)

Chapter 1—ZONING ORDINANCE

SECTION XII—IMPACT FEES (Cont'd)

1204 Definitions

- A. **Fee payer-** A person applying for the issuance of a building permit, subdivision or site plan approval, special exception, variance or other local land use decision which would create new development.
- B. **New Development** - Any activity which results in a net increase in the demand for additional public capital facilities, as defined in this ordinance:
 - 1. The creation of a new dwelling unit, except for the replacement of existing units of the same size and density;
 - 2. A net increase in the gross floor area of any nonresidential building or in the habitable portion of a residential building;
 - 3. The conversion of a legally existing use to another permitted use if such change of use would create a net increase in the demand for additional public capital facilities, as defined by this ordinance.
- C. **Gross Floor Area** - The entire square footage of a building calculated from the dimensional perimeter measurements of the first floor of the building with adjustments to the useable area of the other floors made in a manner consistent with Londonderry property tax assessment procedures. For residential structures, gross floor area shall not include portions of residential structure or accessory structure which is not available for human habitation.
- D. **Public Capital Facilities** - Facilities and equipment owned, maintained or operated by the Town of Londonderry as defined in the Capital Improvement Program and which are listed in the adopted impact fee schedule.

1205 Imposition of Public Capital Facilities Impact Fee

- A. Any person who, after March 9, 1994 seeks approval of new development within the Town of Londonderry, New Hampshire, is hereby required to pay a public capital facilities impact fee in the manner and amount set forth in Section 1206.
- B. A person may request, from the Planning Board, a full or partial waiver of impact fee payments required in this ordinance. The amount of such waiver shall not exceed the value of the land, facilities construction, or other contributions to be made by that person toward public capital facilities. The value of on-site and off-site improvements which are required by the Planning Board as a result of subdivision or site plan review, and which would have to be completed by the developer, regardless of the impact fee provisions, shall not be considered eligible for waiver or credit under Section 1211 of this Ordinance.
- C. A person undertaking new development for residential use in which all or a portion of its occupancy will be restricted to persons age ~~sixty-two (62)~~ **fifty five (55)** and over, and where it can be shown to the satisfaction of the Planning Board that such restricted

Chapter 1—ZONING ORDINANCE**SECTION XII—IMPACT FEES (Cont'd)****1205 Imposition of Public Capital Facilities Impact Fee (Cont'd)**

- C. occupancy will be maintained for a period of at least twenty (20) years, may apply for a waiver of the school impact fees for the said restricted occupancy units.
- D. A person undertaking new development for residential use in which all or a portion of its occupancy will be restricted to persons of low and moderate income as defined by the United States Department of Housing and Urban Development (HUD), and where it can be shown to the satisfaction of the Planning Board that such low and moderate income housing will be maintained with appropriate restrictions for a period of at least twenty (20) years, may apply for a waiver of impact fees for said restricted units.
- E. No building permit for new development requiring payment of an impact fee pursuant to Section 1206 of this Ordinance shall be issued until the public facilities impact fee has been determined and assessed by the Planning Board or its authorized agent.
- F. A person undertaking new development for residential use in which all or a portion of its occupancy will be assisted living facilities restricted to persons who are age fifty five (55) and over and/or disabled, may apply for a waiver of Recreation Impact Fees for said restricted units where it can be shown to the satisfaction of the Planning Board that internal private recreation programs will be provided to the occupants by the developer and provisions to that effect will be maintained with appropriate restrictions for a period of at least twenty (20) years.

1206 Computation of Impact Fee

- A. The amount of the public facilities impact fee shall be determined by the Impact Fee Schedule prepared in accordance with the methodology established in a report by the Planning Board entitled, "Impact Fee Analysis: Town of Londonderry", as updated by the reports entitled, "Methodology for Assessment of Public School Impact Fees, Town of Londonderry, and "Methodology for Assessment of Recreation Impact Fees, Town of Londonderry" by Bruce C. Mayberry, dated January 21, 1999, subject to annual adjustments in accordance with Section 1214.
- B. In the case of new development created by a change of use, redevelopment, or expansion or modification of an existing use, the impact fee shall be based upon the net positive increase in the impact fee for the new use as compared to that which was or would have been assessed for the previous use

1207 Payment of Fees

No certificate of occupancy shall be issued for new development until the assessed impact fee has been paid, or until the fee payer has established a mutually acceptable schedule for payment.

TOWN OF LONDONDERRY, N.H.
ZONING REGULATIONS
REVISED 2001

Section XII - (1209 - 1210.B)

Chapter 1—ZONING ORDINANCE

SECTION XII—IMPACT FEES (Cont'd)

1208 Appeals

- A. Any aggrieved party may appeal to the Planning Board the amount of the public facilities impact fee, under the procedures established by the Board for handling such appeals.
- B. If a fee payer elects to appeal the amount of the impact fee, the fee payer shall prepare and submit to the Planning Board an independent fee calculation study for the new development activity which is proposed. All costs incurred by the Town for the review of such study shall be paid by the fee payer.

1209 Administration of Funds Collected

- A. All funds collected shall be properly identified and promptly transferred for deposit in individual Public Capital Facilities Impact Fee Accounts for each of the facilities for which fees are assessed, and shall be special revenue fund accounts and under no circumstances shall such revenue accrue to the General Fund.
- B. The Town Treasurer shall have custody of all fee accounts, and shall pay out the same only upon written orders of the Town Council.
- C. The Town Treasurer shall record all fees paid, by date of payment and the name of the persons making payment, and shall maintain an updated record of current ownership, tax map and lot reference number of properties for which fees have been paid under this Ordinance for a period of at least ten (10) years.
- D. At the end of each fiscal year, the Town Treasurer shall make a report to the Town Council, giving a particular account of all public capital facilities impact fee transactions during the year.
- E. Funds withdrawn from the Public Capital Facilities Impact Fee Accounts shall be used solely for the purpose of acquiring, constructing, expanding or equipping those public capital facilities identified in this Ordinance.
- F. In the event that bonds or similar debt instruments have been issued for public capital facilities which were constructed in anticipation of new development, or are issued for advanced provision of capital facilities identified in this Ordinance, impact fees may be used to pay debt service on such bonds or similar debt instruments.

1210 Refund of Fees Paid

- A. The owner of record of property for which an impact fee has been paid shall be entitled to a refund of that fee, plus accrued interest where:

TOWN OF LONDONDERRY, N.H.
ZONING REGULATIONS
REVISED 2001

Section XII - (1209 - 1210.B)

Chapter 1—ZONING ORDINANCE

SECTION XII—IMPACT FEES (Cont'd)

1210 Refund of Fees Paid (Cont'd.)

1. The impact fee has not been encumbered or legally bound to be spent for the purpose for which it was collected within a period of six (6) years from the date of the final payment of the fee; or
 2. The town has failed, within the period of six (6) years from the date of the final payment of such fee, to appropriate the non-impact fee share of related capital improvement costs.
- B. The Town Council shall, annually, provide all owners of record who are due a refund, written notice of the amount due, including accrued interest.

1211 Credit

- A. Land and/or public capital facility improvements may be offered by the fee payer as total or partial payment of the required impact fee. The offer must be determined to represent an identifiable dollar value computed in a manner acceptable to the Town Council. The Town Council may authorize the fee payer an impact fee credit in the amount of the value of the contribution.
- B. Any claim for credit must be made no later than the time of application for the building permit.
- C. Credits shall not be transferable from one project of development to another without written approval of the Town Council.
- D. Credits shall not be transferable from one component of the public capital facilities impact fee to any other component of this fee without written approval of the Town Council. Records of the amounts of and reasons for such transfers shall be maintained.
- E. Determinations made by the Town Council pursuant to the credit provisions of this section may be appealed to the Board of Adjustment according to the procedures applicable to appeals from administrative decisions contained in part 1208 of this Ordinance.

1212 Additional Assessments

Payment of a public capital facilities impact fee does not restrict the Town or the Planning Board in requiring other payments from the fee payer, including such payments relating to the cost of the extensions of water and sewer mains or the construction of roads or streets or turning lanes to access the site or other infrastructure and facilities specifically benefitting the development as required by the subdivision or site plan review regulations.

1213 Premature and Scattered Development

Nothing in this Ordinance shall be construed so as to limit the existing authority of the Londonderry Planning Board to provide against development which is scattered or premature, requires an excessive expenditure of public funds, or otherwise violates the Town of Londonderry Site Plan Review Regulations, Subdivision Regulations, or Zoning Ordinance.

**TOWN OF LONDONDERRY, N.H.
ZONING REGULATIONS
REVISED 2001**

Section XII - (1209 - 1210.B)

Chapter 1—ZONING ORDINANCE

SECTION XII—IMPACT FEES (Cont'd)

1214 Review

The Impact Fee Assessment Schedule shall be reviewed annually by the Planning Board, using the methodology established in the reports referred to in Section 1206. Such review may result in recommended adjustments in one or more of the fees based on the most recent data as may be available from the Bureau of the Census, local property assessment records, market data reflecting interest and discount rates, current construction cost information for public capital facilities, etc. Adjustments shall be approved by the Town Council no more frequently than annually, based on such data.

~End of Section~

Ordinance 2001-05

***AN AMENDMENT TO THE ZONING ORDINANCE
RELATING TO IMPACT FEES***

WHEREAS the Londonderry Planning Board voted on June 13, 2001 to the amendment of certain sections of the Zoning Ordinance; and,

WHEREAS the Londonderry Town Council is desirous of amending the Zoning Ordinance, Section XII- Impact Fees Ordinance, to include revisions to certain subsections of said Ordinance; and,

WHEREAS the Londonderry Town Council is vested with the power to effect such changes to the Zoning Ordinance; and,

WHEREAS the Town Council recognizes that such change will promote the orderly maintenance and update of the Zoning Ordinance;

NOW THEREFORE BE IT ORDAINED by the Londonderry Town Council that Section XII - Impact Fees, is revised in accordance with the attached.

Mark G. Oswald
Chairman - Londonderry Town Council

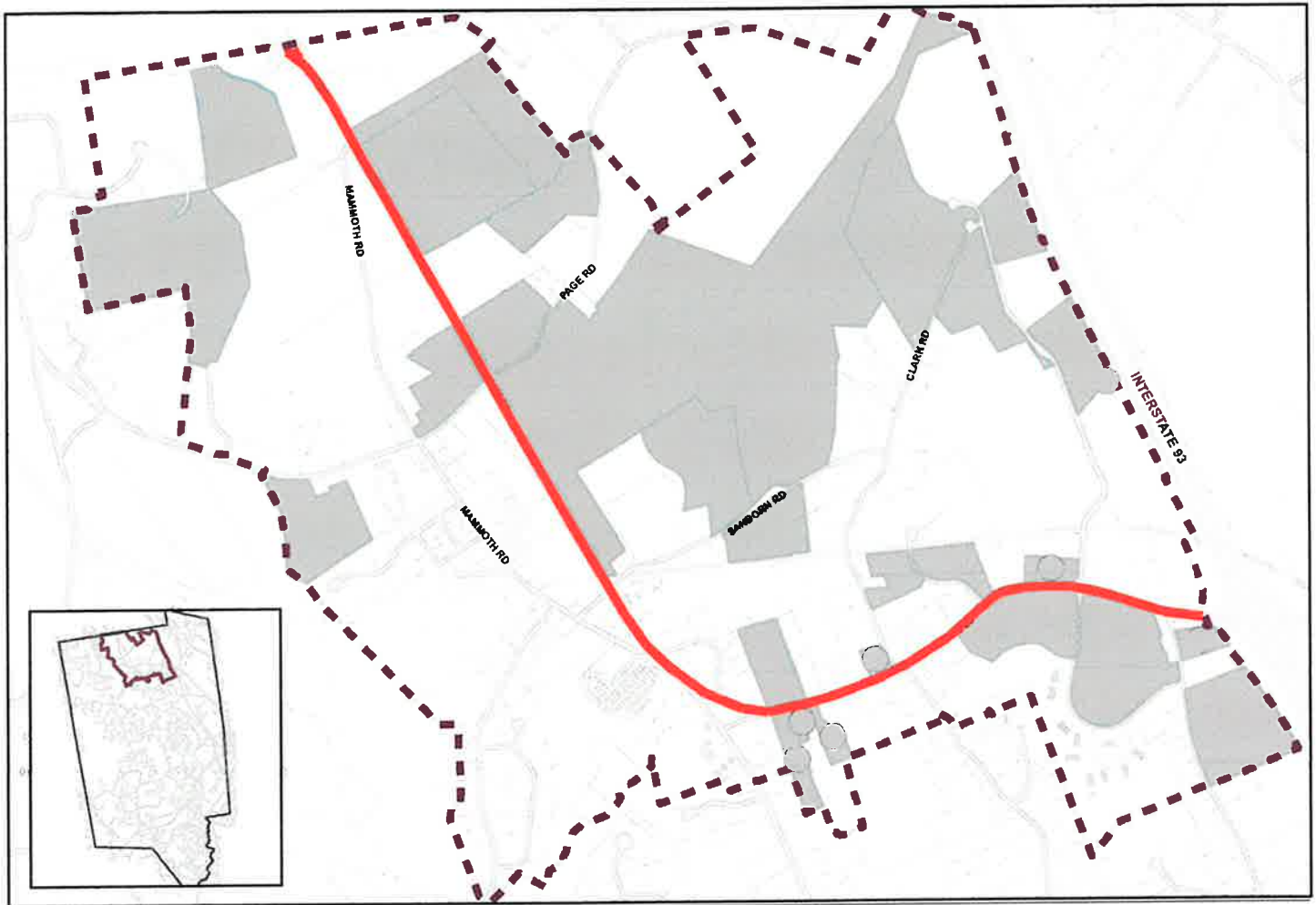
A TRUE COPY ATTEST: _____

Town Seal

00/00/01

Marguerite Seymour
Town Clerk

Town of Londonderry, New Hampshire NH Route 28—Western Segment Traffic Impact Fee Methodology



Londonderry
Business is good. Life is better.

***Prepared by the Londonderry Community Development
Department
Planning & Economic Development Division***

Based on Impact Fee Methodology originally prepared by Southern NH Planning Commission



Supplemental Data and Information prepared by Stantec Consulting Services, Inc.



***Adopted by the Londonderry Planning Board - March 9, 2011
Adopted by the Londonderry Town Council - April 4, 2011***

Hudson

Town of Hudson, NH
Friday, July 18, 2025

Chapter 334. Zoning

Article XIV. Impact Fees

§ 334-74.2. Definitions.

As used in this article, the following terms shall have the meanings indicated:

FEEPAVER

The person, whether individual or corporate, who pays an impact fee in conjunction with the issuance of a building permit or occupancy permit.

NEW DEVELOPMENT

The subdivision, building construction or other land use change which results in:

- A. A net increase in the capital facilities service demands as identified in the Planning Board's impact fee schedules; or
- B. The conversion of a legally existing use to another use or activity which created an increase in capital facilities service demands.

§ 334-74.3. Imposition of roadway improvement impact fee.

- A. Any person who seeks to commence new development in the Town of Hudson shall pay an impact fee in the manner and amount set forth in § 334-74.4.
- B. A person may request a full or partial waiver of impact fee payments from the Planning Board if the Board agrees to accept as equivalent value, proposed contributions of land, easements or other improvements. The value of on-site or off-site improvements which are required by the Planning Board as a result of subdivision or site plan review, and which would have to be completed by the developer regardless of the impact fee regulations, shall not be considered eligible for waiver under this article.
- C. Impact fees shall be computed on a fair-share basis, public share and private share.

§ 334-74.4. Computation of impact fee.

- A. The amount of the impact fee shall be determined by an Impact Fee Schedule prepared in accordance with the methodology adopted by the Planning Board.
- B. In the case of new development created by the conversion or modification of an existing use, the impact fee shall be based upon the net increase in capital facilities service demands arising from the new use as compared to that which was or would have been assessed upon the previous use.

§ 334-74.5. Assessment and payment of impact fee.

[Amended 3-8-2005 by Amdt. No. 1]

Impact fees shall be assessed by the Planning Board at the time of subdivision or site plan approval, and shall be stated in the Board's Notice of Decision. When no Planning Board approval is required, impact fees shall be assessed prior to, or as a condition for the issuance of, a building permit or other appropriate permission to proceed with development. Impact fees shall be collected at the time a certificate of occupancy is issued. If no certificate of occupancy is required, impact fees shall be collected when the development is ready for its intended use. The Planning Board and the developer or feepayer may agree on an alternate, mutually acceptable schedule of impact fees payments. If an alternate schedule of payment is established, the Town may require the posting of a bond or issuance of a letter of credit to guarantee future payment of the assessed impact fees.

E. Schedule of Public Safety Impact Fees

Figure 1 and Figure 2 set forth the schedule for the assessment of Public Safety impact fees for the Town of Chester for new residential and new nonresidential development, respectively.

For new residential uses, the fees are assessed on a dwelling unit basis. For new nonresidential uses, the fees are assessed based on industry type and square footage of building area.

The Town of Chester may adopt Public Safety impact fees that are less than the amounts provided in Figures 1 and 2. However, a reduction in impact fee revenue may necessitate an increase in other municipal revenues, a decrease in planned capital expenditures, and/or a decrease in the town's service standards to address the needs for such capital facilities.

Figure 1: Public Safety Impact Fee Schedule (Residential)

Housing Type	Development Unit	Police Impact Fee (per Dwelling Unit)	Fire Impact Fee (per Dwelling Unit)	Public Safety Impact Fee (Total)
Single Family Detached	Dwelling Unit	\$609	\$832	\$1,441
Duplex	Dwelling Unit	\$503	\$688	\$1,191
Multi-Family (3+ Units)	Dwelling Unit	\$406	\$555	\$961
Manufactured Housing	Dwelling Unit	\$469	\$642	\$1,111

Figure 2: Public Safety Impact Fee Schedule (Nonresidential)

Nonresidential Development Type	Development Unit	Police Impact Fee (per SF)	Fire Impact Fee (per SF)	Public Safety Impact Fee (Total)
General Retail	SF	\$0.51	\$0.41	\$0.92
Restaurants/Food Service	SF	\$1.28	\$1.05	\$2.33
Office	SF	\$1.21	\$0.99	\$2.20
Educational Services	SF	\$0.47	\$0.38	\$0.85
Industrial, Warehousing, and Distribution	SF	\$0.28	\$0.23	\$0.50
Lodging and Accommodation	SF	\$0.27	\$0.22	\$0.49
Health Care	SF	\$1.02	\$0.83	\$1.85
Religious Worship	SF	\$0.22	\$0.18	\$0.40
Other Services (except Public Administration)	SF	\$0.45	\$0.37	\$0.83

It is recommended that the schedule of Public Safety impact fees as shown in Figures 1 and 2 be reviewed and adjusted as necessary by the Chester Planning Board every three (3) years.



Southern New Hampshire Planning Commission

408 Sudbury Street, Manchester, NH 02102-3545, Telephone (603) 669-4994 Fax (603) 669-4990

www.snhpc.org

The methodology for determining the appropriate impact fee for an ADU in the Town of Chester involves two steps as detailed below.

1. *Deriving a per square foot fee for single-family residential development based on the approved impact fees by using the average living area of a single-family home in the Town of Chester.*

Based on the Town's current assessing database, the average living area of a single-family home in the Town of Chester is **2,163 SF**. This figure can be used to calculate the per square foot impact fee for single-family residential development in each impact fee category, as detailed in the table below.

Impact Fee Category	Single-Family Residential Impact Fee (Per Dwelling Unit)	Average Single-Family Home Size in the Town of Chester (SF)	Single-Family Residential Impact Fee (Per Square Foot)
Municipal Office	\$693	2,163	\$0.32
Library	\$731	2,163	\$0.34
Road	\$1,176	2,163	\$0.54
Recreation	\$1,035	2,163	\$0.48
Public Safety (Police)	\$609	2,163	\$0.28
Public Safety (Fire)	\$832	2,163	\$0.38
School	\$3,709	2,163	\$1.71

2. *Applying the per square foot fee to the living area created by adding the ADU.*

The per square foot single-family residential impact fees calculated above can then be applied to the living area of the ADU. As established in Article 9 of the Town of Chester Zoning Ordinance, ADUs must be a minimum of 600 SF and a maximum of 1,000 SF.

Overall, this per square foot methodology enables more flexibility for assessing impact fees to ADUs, which is appropriate given the range in the allowed size of ADUs in the Town of Chester. For instance, a 600 SF studio or one-bedroom ADU would be assessed a lower impact fee than a 1,000 SF two-bedroom ADU. Thus, the difference in the assessed impact fees logically reflects the difference in each ADU's probable impacts.

Other Considerations:

As ADUs were not included as a separate category within the Town's adopted impact fees, the SNHPC recommends that the Town of Chester Planning Board hold a public hearing to amend the impact fees and formally incorporate this procedure.



Town of Salem, New Hampshire

Community Development Department

Planning Division

33 Geremonty Drive, Salem, New Hampshire 03079

(603) 890-2080 - Fax (603) 898-1223

e-mail: jlafontaine@salemnh.gov

Impact Fees For New Development

Effective – November 14, 2023 (Last Revision-11-14-23)

Residential Uses

<u>Type Unit/Units in Structure – (per unit)</u>	<u>School</u>	<u>Recreation</u>	<u>Traffic</u>	<u>Public Safety</u>	<u>Total</u>
Single Family Detached	\$5345	\$1014	\$2222	\$700	\$9281
Townhouse	\$2878	\$830	\$1588	\$720	\$6016
Duplex/Two Unit	\$4703	\$839	\$1588	\$725	\$7855
Multifamily (3+ unit structure)	\$2792	\$659	\$1588	\$845	\$5884
Manufactured Housing	\$1389	\$754	\$1677	\$972	\$4792
Senior Apartments (no personal care)			\$1015	\$1781	\$2796
Assisted Living			\$613/bed	\$2425	\$3038
Seasonal to Year-Round Conver.	\$5345	\$1014	\$2222	\$700	\$9281
Accessory Apartment	\$2792	\$659	\$1588	\$845	\$5884
In-Law Apartment			\$1588	\$1781	\$3369
Affordable Housing*					

Non-Residential Uses

Public Safety

Retail	\$0.56 per sf
Lodging	\$1.50 per sf
Office	\$0.54 per sf
Industrial/Manufacturing	\$0.27 per sf
Hospital	\$1.62 per sf
Other Comm./Institutional	\$0.67 per sf

Traffic

General Office	\$2.55 per sf
Single Tenant Office	\$3.08 per sf
Medical-Dental Office Building	\$5.51 per sf
General Light Industrial	\$1.15 per sf
Manufacturing	\$1.12 per sf
Warehousing	\$0.40 per sf
Mini-Warehouse (self-storage)	\$0.34 per sf

Hospital	\$3.94 per sf
Day Care Center	\$1.50 per sf
Health/Fitness Club	\$2.72 per sf
Movie Theater	\$10.19 per sf
Fine Dining Restaurant	\$7.90 per sf
High Turnover Restaurant	\$5.89 per sf
Fast Food Restaurant	\$22.03 per sf
Small Retail (less than 100,000 sf)	\$5.57 per sf
Large Retail (100,000 sf or more)	\$3.92 per sf
Pharmacy	\$6.81 per sf
Drive-in Bank	\$3.80 per sf
Automobile Sales	\$3.94 per sf
Supermarket	\$5.16 per sf
Gas Station with Convenience Store	\$6,940 per pump
Hotel	\$2,091 per room

For unique land use categories that are not found in the table, the traffic impact fee can be determined by multiplying the number of new daily trips generated by the new use by \$235.

*Impact Fees for certain affordable or workforce housing projects may be reduced by the Planning Board for housing units that are subject to long term covenants that limit occupancy to households with incomes at or below 50% to 60% of the area median income. Applicable reference standards for area median family income by household size are published annually by the U. S. Department of Housing and Urban Development.

The Planning Board may assess impact fees to such developments at 50% of the standard fees for units sold or rented to households with incomes at or below 50% of the HUD area median income, or at 60% of the standard fees for units sold or rented to households with incomes at or below 60% of the HUD area median income. No discounts of impact fees will be available to market rate units or units that are not subject to these income restrictions.

June 7, 2025

Ron Dunn, Chair
Shawn Faber, Vice Chair
Ted Combes, Councilor
Dan Bouchard, Councilor
Deb Paul, Councilor

Londonderry Solar Power Program

Dear Londonderry Council Members

According to the U.S. Energy Information Administration (EIA), over half of New Hampshire's electricity generation is from nuclear (Seabrook Nuclear Plant). Approximately 25% is generated by natural gas while 7% is generated by hydropower, 6% is produced by biomass, 3% is wind, 1.6% coal and about 1% from solar.

New Hampshire electric prices are the fifth-highest among the Lower 48 states. Londonderry can benefit from the installation of clean solar power generators, batteries and the controls to distribute and condition the power. Well designed and managed solar power facilities offer good return on investment (ROI). Solar has an excellent environmental ratings and facilities can be built to scale resulting in decentralized power supplies that are a hedge against weather related and other outages and brown outs.

I am interested in any resources the state and federal government can provide to assist Londonderry's Solar Energy Program. I am particularly interested in the following:

- State & Federal Grants for solar
- Case studies of towns in NH that have had solar energy - Include ROI calculations
- State Resources for educating the public on solar energy
- Bills under consideration pertaining to solar energy
- Co-Op opportunities with Electrical Utilities
- Case studies from NH. I am particularly interested town/city owned solar electricity
- Multiuse Solar Farms - growing crops and/or outdoor class room/lab.
- Net metering

I would like to review the plan for implementing solar power in Londonderry and suggest that a summary report and regular updates on the program be made available to the public. I would

also like to write a feature article on "Solar Power for Londonderry". Your assistance would be greatly appreciated.

Sincerely

Kennard Soleyn
10 Sunflower Lane
Londonderry, NH 03053
T: 603 858 7035
E: kensoleyn@icloud.com