



Town of Londonderry, New Hampshire

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

Londonderry Town Council Meeting
Monday, June 29, 2026, 7 p.m., Moose Hill Council Chambers

A. CALL TO ORDER

B. PUBLIC COMMENT

C. BOARD APPOINTMENTS & REAPPOINTMENTS

1. None

D. PUBLIC HEARING

1. None

E. NEW BUSINESS

1. None

F. OLD BUSINESS

1. Discuss and approve the engagement letter with Sheehan Phinney for legal counsel.

Documents:

[ENGAGEMENT LETTER 06-04-2026_SHEEHAN PHINNEY.PDF](#)

2. Discuss and approve the engagement letter with Shaheen & Gordon for legal counsel.

Documents:

[2026-6-24 REVISED SHAHEEN AND GORDON ENGAGEMENT LETTER.PDF](#)

G. APPROVAL OF CONSENT ITEMS

1. None

H. OTHER BUSINESS

1. Liaison Reports
2. Town Manager Report

I. PUBLIC COMMENT

J. ADJOURNMENT

K. MEETING SCHEDULE

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

- a. July 6, 2026; Moose Hill Council Chambers; 7 p.m.

- **Public Hearing:** Receive public input, discuss, and approve an amendment to the Traffic Code adding Chapter 301.2, implementing parking and stopping regulations.
- Discuss petition for request to reclassify the cul-de-sac on Ashley Dr. to a public right of way
- Discuss the proposed Town Council Policy, TC-103 Traffic Management
- Discuss and set a public hearing to repeal Title II-Traffic Code of the Municipal Code and replace it with Chapter 301 Traffic Code
- Discuss and authorize the Town Manager to shift previously allocated New Hampshire State Aid Bridge Program funding from the Stokes Road Bridge project to the Hall Road Bridge project
- Discuss and approve transfer of funds from the Transportation Capital Reserve Fund to the General Fund to purchase traffic/speed data collection devices
- Discuss and schedule a public hearing for July 20, 2026 regarding a revision to the Municipal Code, by

- adopting Chapter 15 Fees
- Discuss the Town Manager's recommendation to engage the Braver Angels program to enhance civic discourse.
 - Discuss the consideration of Owner Consent to List the Rev. Morrison's Meetinghouse on the NH State Register of Historic Places; Authorization to Sign Consent Form as originally discussed on August 18, 2025

b. July 20, 2026; Moose Hill Council Chambers; 7 p.m.

- **Public Hearing:** Receive public input, discuss, and approve a revision to the Municipal Code, by adopting Chapter 15 Fees.
- Discuss and approve the transfer of funds from the Expendable Maintenance Trust Fund for the roof repairs at the Town Hall and Police Station as well as installation of solar on the Town Hall, Police Station and Fire Station #2
- Discuss and authorize the Town Manager to execute the Off-Site Improvement Agreement for the Procopio project
- Discuss and approve the Town Manager's job description for the position of Town Manager
- Discuss the revisions and approve the Strategic Plan

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.
most recent Town Council agenda online.*

View the

SHEEHAN PHINNEY

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Reply to: Manchester Office
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Manchester, NH 03105-3701

June 4, 2026

VIA EMAIL

Shaun Mulholland, Town Manager
Town of Londonderry
268B Mammoth Road
Londonderry, NH 03053
smulholland@londonderrynh.gov

Re: Agreement and Instructions for Legal Services

Dear Shaun:

We are pleased that you have asked Sheehan Phinney Bass & Green (“Sheehan Phinney”) to serve as counsel to the Town of Londonderry. This letter will confirm our agreement with you and instructions regarding the Town of Londonderry’s engagement of Sheehan Phinney and will describe the terms and basis on which Sheehan Phinney will provide legal services to the Town of Londonderry.

We have found that it is mutually beneficial to set forth at the outset of our representation the role and responsibilities of both our law firm and the client. We customarily provide clients with our Billing and Payment Policy at the commencement of the engagement. I have enclosed a copy for your review. Please review the Billing and Payment Policy and the following terms governing our engagement. If you have any questions about these terms, do not hesitate to contact me. Again, we are pleased to have the opportunity to represent the Town of Londonderry.

1. *The Client.* Our client in this matter will be the Town of Londonderry (“Client”). Our representation does not encompass any other individual or entity, affiliates, officers, directors, managers, employees, shareholders, members, or other stakeholders of Client.

2. *Scope of Engagement.* Sheehan Phinney has been engaged to serve as general counsel to the Town as to any matters relevant to Town business as the parties agree, with the exception of matters involving issues or disputes between the Town Council and the Town Manager, including but not limited to issues or disputes concerning Town governance, the Town Charter, the Town Manager’s employment contract(s) and/or evaluations, investigations initiated by or concerning the Town Manager, and Right-to-Know requests about or from the Town

Manager . We will be pleased to render other services to Client if Client and Sheehan Phinney agree in writing to such other services.

3. *Client Responsibilities.* Client agrees to cooperate fully with us and to provide promptly all information known or available to it relevant to our representation. Without such information, we may not be able to represent Client adequately.

4. *Opinions and Beliefs.* Because the outcome of legal matters is subject to factors that cannot always be foreseen, such as the uncertainties and risks inherent in the legal process, it is understood that we have made no promises or guarantees to you concerning the outcome of this or any other matter and cannot do so.

5. *Communications.* I will be the attorney primarily responsible for this representation. When questions or comments arise about our services, staffing, billing, or other aspects of our representation, please contact me. It is important that Client is satisfied with our services and responsiveness at all times. We will correspond with Client by sending all notices and other documents to you by post and/or email, using the contact details Client provides to us. We use email extensively, but as you are aware email is not fully secure. Unless Client advises us otherwise in writing, we understand that it agrees to our use of email for correspondence regarding instructions both with Client and third parties. In keeping with information security best practices for confidentiality, Sheehan Phinney recommends encrypting all sensitive data you send to us.

Due to the ethical rules that govern our profession and the inherent security risks and problems with retrieving, storing, limiting access to, and recalling text messages using mobile devices, it is our policy to refrain from communicating with clients about their legal matters over text messaging platforms and social media ("Texting"). Accordingly, please refrain from Texting us about your engagement, and please do not transmit to us any confidential information, instructions, banking, or other financial information over Texting platforms. Should you or anyone else acting on behalf of Client wish to communicate with us electronically, please email us at our published email addresses.

6. *Fees and Expenses.* Our fees will be based primarily on the amount of time we spend in addressing a matter and the billing rate for each attorney and legal assistant devoting time to the matter. The blended billing rate for shareholders and associates will be \$375 per hour. The current rate for staff billing is \$230 - \$260 for paralegal type support. Typically, we will charge our clients not only for legal services rendered, but also for out-of-pocket expenses and disbursements such as filing fees, computerized research and messenger fees, by way of example. While we will not apply our typical annual rate increases to this matter, Client agrees that the billing rates set forth herein are guaranteed to remain in effect only until July 1, 2028. We reserve the right to increase the billing rates after that date; however, we will not implement any rate increase without first discussing the proposed increase with Client.

In the course of our engagement, it may be necessary for us to arrange for third parties to provide goods or services for Client's account (such as for local counsel, expert witnesses, and

consultants, deposition costs and investigation costs). Client agrees that in each such case Client will pay directly their fees and expenses and authorize us to make arrangements to have those parties bill Client directly. Client also agrees that it will reimburse us promptly (and separately from our normal invoice procedure, if we determine, in our discretion, separate billing is appropriate) for any such fees and expenses we pay on Client's behalf.

Statements normally will be rendered monthly for work performed and expenses recorded on our books during the previous month. Payment is due within 30 days of receipt of our statement. If any statement remains unpaid for more than 30 days, subject to the paragraph titled "Payment Terms" in the Billing and Payment Policy, we (i) reserve the right, to the extent permitted by law, to charge interest on any unpaid balances and (ii) may suspend performing services for Client until arrangements satisfactory to us have been made for payment of outstanding statements and the payment of future fees and expenses.

Please refer to the Billing and Payment Policy for additional details.

7. *Retainer.* We normally request a retainer payment in the representation of new clients. For this engagement, we are waiving our standard retainer requirement

8. *Corporate Transparency Act Reporting.* Unless specifically requested and agreed by us in writing, we will not provide advice to you with respect to any obligation you may have to report information, or update previously reported information, to any federal or state agency under the Corporate Transparency Act (31 U.S.C. § 5336) or any comparable state law.

Unless specifically requested and agreed by us in writing, we will not assist you in preparing any report to any federal or state agency under the Corporate Transparency Act or any comparable state law. If we do agree to assist you with the preparation of such a report, you agree to fully cooperate in gathering and providing all information necessary for the report. You further agree that should you fail to timely provide all information necessary for the report, Sheehan Phinney may withdraw from its representation of you regarding the report. Sheehan Phinney will not directly file the report on the Client's behalf.

Sheehan Phinney undertakes no obligation to monitor whether Client has any changes of circumstances (*e.g.*, a change in beneficial owners, a change of address, etc.) that may require you to submit an updated report to any federal or state agency under the Corporate Transparency Act or any comparable state law.

9. *Conflicts.* As you may be aware, Sheehan Phinney represents many other companies and individuals. Some of these other clients may be direct competitors of yours or otherwise may have business interests that are contrary to your interests. It is possible that during the time that we are representing Client, some of our present or future clients will have transactions or disputes with Client. These matters may include, as an example, corporate matters (such as mergers and acquisitions, takeovers, and other change-in-control issues and transactions); commercial transactions (such as preparation and negotiation of agreements, licenses, leases, loans, securities offerings or underwritings); or intellectual property matters,

bankruptcy, taxation matters, or administrative, legislative, policy or similar non-adjudicatory proceedings where we may take positions for other clients that are different from positions you may have taken or might take in the future.

We cannot enter into this engagement if it could interfere with our ability to represent other existing or future clients who are or develop relationships or interests adverse to you. Client therefore agrees that we may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to our work for Client even if the interests or legal positions of such clients in those other matters are directly adverse, and Client hereby waives any conflict of interest with respect thereto. We agree, however, that Client's prospective consent to conflicting representation contained in the preceding sentence shall not apply in any instance where, as a result of our representation of Client, we have obtained proprietary or other confidential information of a non-public nature, that, if known to such other client, could be used in any such other matter by such client to Client's material disadvantage. In addition, if you were still a client of Sheehan Phinney at the time of a dispute, we would not represent the other client in an adversarial proceeding brought by either client against the other.

You also agree that Sheehan Phinney may represent a party to which you are adverse from time to time in matters that are unrelated to you, and waive any conflict of interest with respect thereto.

You acknowledge that you have had an opportunity to consult with other counsel (in-house or otherwise) and to raise any questions you may have with Sheehan Phinney before agreeing to this waiver.

10. *In-Firm Privilege.* From time to time, issues arise relating to legal ethics or our duties under the professional conduct rules that apply to lawyers. Normally, when such issues arise, we seek the advice of our firm counsel, who focuses on such matters. We consider such consultations to be attorney-client privileged communications between firm personnel and the counsel for the firm.

We believe that it is in our clients' interest, as well as our firm's interest, that when legal ethics or related issues arise during a representation, we obtain informed analysis of our obligations. Accordingly, Client agrees that if we determine in our own discretion during the course of the representation that it is either necessary or appropriate to consult with our internal or outside firm counsel, we have Client's consent to do so and that our representation of you shall not, thereby, waive any attorney-client privilege that our firm may have to protect the confidentiality of our communications with counsel.

11. *Termination of Engagement.* Our relationship is based upon mutual consent and you may terminate our representation at any time, with or without cause, by notifying us. Client's termination of our services will not affect its responsibility for payment of fees for legal services rendered and for other charges incurred before termination and in connection with an orderly transition of the matter.

Similarly, we may withdraw from the representation, with or without cause, subject to the rules of professional conduct for the jurisdictions in which we practice. There are several types of conduct or circumstances that may require or permit us to withdraw from representing a client, including for example, nonpayment of fees or costs, misrepresentation or failure to disclose material facts, fundamental disagreements, and a conflict of interest with another client. We try to identify in advance and discuss with Client any situation that may lead to our withdrawal and, if withdrawal ever becomes necessary, we will give Client written notice of our withdrawal. If we elect to withdraw for any reason, we will be entitled to be paid for all services rendered and charges accrued on Client's behalf prior to the date of withdrawal.

If a court's permission is required for withdrawal from the representation, we will promptly apply for such permission, and you agree to cooperate in such application, including, where applicable, by engaging successor counsel in the matter.

12. *Conclusion of Representation; Retention and Disposition of Documents and Materials.* Unless previously terminated, our representation of Client will automatically terminate upon the earlier of (a) our sending you our final statement for services rendered in this matter or (b) upon our completion of the specific services that you have retained us to perform. Subsequent statements sent to collect expenses and/or unpaid fees, and/or the state of accounting/business records or client lists at Sheehan Phinney, shall not determine or extend the attorney-client relationship. If Client later retains us, and we agree, in writing, to perform further or additional services, our attorney-client relationship will be revived, subject to these and any supplemental terms of engagement.

Following termination, any otherwise non-public information Client supplied to us which is retained by us will be kept confidential in accordance with applicable rules of professional conduct. At Client's request, its papers and property will be returned to it promptly. We may retain Sheehan Phinney files including, for example, electronic records, Sheehan Phinney administrative records, time and expense reports, personnel and staffing materials, and credit and accounting records; and internal lawyers' work product such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports prepared by or for the internal use of lawyers. All documents retained by Sheehan Phinney will be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to, and typically do, without asking for your permission, destroy or otherwise dispose of any such documents or other materials retained by us ten years after the termination of the engagement. Client agrees to such destruction. If you would like to maintain in your own files certain documents, we suggest that promptly following the completion of the matter, you request that we send you copies of these documents for your own files. Further, should you request to transfer your files to another law firm, we will send all property and/or files as requested. You agree that in such instance Client shall be responsible to pay Sheehan Phinney for all relevant and reasonable costs including retrieval, review, and shipping of the files.

June 4, 2026

Page 6

13. *Post-Engagement Matters.* Client is engaging Sheehan Phinney to provide legal services in connection with a specific matter. After completion of the matter, changes may occur in the applicable laws or regulations that could have an impact upon Client's future rights and liabilities. Unless Client specifically engages us in writing after completion of the matter to provide additional advice on issues arising from the matter, Sheehan Phinney has no continuing obligation to advise Client with respect to future legal developments.

I hope this letter covers all relevant points, but please let me know as soon as possible if you require clarification concerning any terms or terms set forth above or in the Billing and Payment Policy. If Client is in agreement with terms of this engagement, please countersign this letter in the space provided below and return to me along with the payment of any requested retainer.

We very much look forward to working with you.

Very truly yours,



Elizabeth A. Bailey

AGREED AND ACCEPTED:

Town of Londonderry

By: _____
Shaun Mulholland, Town Manager
Duly Authorized

Dated: _____

cc: Town Council Chair Ron Dunn
Town Council Vice Chair Shawn Faber
Town Councilor Deb Paul
Town Councilor Dan Bouchard
Town Councilor Ted Combes

SHEEHAN PHINNEY

Billing and Payment Policy

Our goal is to provide you with the highest quality legal services in a responsive, timely and efficient manner. We believe that you should have a clear understanding of our fees, disbursement expenses, billing and payment policy and we invite you to ask questions. In addition to this payment policy, there may be a letter of engagement addressing specific understandings and arrangements.

Fees: Fees are based primarily on the amount of time spent by lawyers and paraprofessional subject to certain adjustments. Upon request you may obtain the hourly billing rates currently in effect for lawyers and legal assistants working on your matter. These rates are revised periodically to reflect experience, expertise, costs, and other factors. We may, however, adjust the fee downward or upward based on other factors such as the novelty, difficulty, size or complexity of the issues and problems encountered, the extent of the responsibility involved, the results achieved, the efficiency of the work, the customary fees for similar legal services and other factors that will enable us to arrive at a fair fee in each case, based on the reasonable value of our services. In limited circumstances a billing arrangement may be determined without reference to time, such as fixed fee or contingency rates. Such arrangements are subject to approval of the firm's management and must be confirmed in writing.

Fee Estimates: We do our best to estimate fees and expenses for particular matters when requested to do so. However, an estimate is just that and the fees and expenses required are ultimately a function of many conditions over which we have little or no control, especially in litigation matters where the extent of necessary legal services may depend in large measure on the opposition's litigation strategy. Accordingly, we will not be bound by any estimates unless we expressly commit to do so in writing.

Retainer: It is our policy to require of new clients in general, and of all clients in certain types of matters, a retainer paid in advance to cover a portion of the anticipated fees and expenses. Retainers are expected to be replenished upon request. Any portion of the retainer remaining at the termination or conclusion of the matter will be returned to you.

Expenses: You will be responsible for certain expenses incurred on your behalf. These may include electronic legal research, express delivery charges, travel expenses, filing and recording fees, e-discovery charges, expert witness costs, stenographer charges, substantial photocopying, international telecommunications charges and similar expenses on your behalf. We normally request that court reporter fees and other large expense items be billed or forwarded to you for payment directly to the service provider with the expectation that such invoices will be paid upon receipt. You are welcome to ask us any questions you may have regarding such invoices.

Frequency of Billing: Bills for services and expenses are generally sent to clients monthly. Specific types of transactional matters may be billed upon completion of a transaction or, if the transaction does not occur, at the time work is completed.

Payment Terms: Payment is due upon receipt of invoices but not later than 30 days from receipt. **If payment is not made within such 30 day period, the firm reserves the right, to the extent permitted by law, to charge interest, at the rate of 1½% per month, on any unpaid balances.** The firm also reserves the right to cease providing services, subject to the Code of Professional Responsibility, if invoices are not paid promptly. You have the right to terminate our services and representation at any time by a notice to us. However, any such termination will not relieve you or your obligation to pay for all services rendered and expenses incurred on your behalf prior to, or in connection with such termination.

Questions: Please do not hesitate to call and ask questions regarding the work we are doing for you or regarding our invoice. It is very important that we proceed on a clear and satisfactory basis. We encourage you to be frank about any questions or concerns you may have. We look forward to serving you and developing a mutually beneficial relationship.

January 2019

William E. Christie
Attorney at Law

June 24, 2026

VIA ELECTRONIC MAIL

Londonderry Town Council
268B Mammoth Road
Londonderry, NH 03053

Re: Advice and Representation Regarding Town Charter and Governance Issues

Dear Town Council:

This letter sets forth our understanding concerning my representation of Londonderry Town Council in the above matter.

First, I would like to thank you for selecting this firm to handle this matter. Although I will be primarily responsible for this matter, I may call upon the services of other attorneys in our office and our paraprofessionals from time to time. Rest assured that they are well qualified to handle the matters I may delegate to them. If this presents a problem for you now or in the future, however, please let me know promptly.

We would be glad to represent the Londonderry Town Council and handle this matter on an hourly basis. This means that you will be billed for the time we spend on Londonderry Town Council's behalf at a fixed charge per hour. My hourly billing rate is \$500.00, Attorney Brian Quirk's hourly rate is \$495.00 and Attorney Zachary Kuster's hourly rate is \$335.00. It is further understood that you are expected to reimburse us for all out-of-pocket expenses we incur on behalf of Londonderry Town Council, such as travel, Westlaw computer-assisted legal research charges, and the like. These expense reimbursements are in addition to our hourly fees. If it is necessary to hire a private investigator or other experts to work on Londonderry Town Council's behalf, we would need those costs advanced, subject to your prior approval.

Our responsibility to provide legal services will be accepted and work will begin when we receive a return of this letter signed by you agreeing to all of its terms.

We will send you statements on a monthly basis detailing the time we have expended, and the expenses incurred in this matter. We expect you to remit the amount shown as due within twenty (20) days of receiving our statement. For your convenience, Shaheen & Gordon, P.A., accepts cash, personal and bank checks, and all major credit cards, including MasterCard, VISA and American Express.

The above understanding relates to our representation of the Londonderry Town Council in providing advice and representation on Town Charter and Governance issues. In the event that further representation is required, we will discuss further the basis upon which our firm may continue to represent the Londonderry Town Council.

Shaheen & Gordon, P. A. has a document retention policy applicable to all client matters. Upon the conclusion of this case, Shaheen & Gordon, P.A. will retain an electronic copy of the file and the original file may be returned to you. By signing below, you hereby acknowledge that you have been informed of the document retention policy and understand that the original file will not be retained by Shaheen & Gordon, P.A.

Very truly yours,



William E. Christie
wchristie@shaheengordon.com

WEC/jdb

I have read the above letter and agree to all of its terms.

Date

Londonderry Town Council
Duly Authorized