



Town of Londonderry, New Hampshire

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

Londonderry Town Council Meeting
Monday, August 3, 2026, 7 p.m., Moose Hill Council Chambers

A. CALL TO ORDER

B. PUBLIC COMMENT

C. BOARD APPOINTMENTS & REAPPOINTMENTS

1. Resignation of Harry Schwartz from the Conservation Commission.

Documents:

[2026-07-23 H SCHWARTZ RESIGNATION FROM CC.PDF](#)

2. Resignation of Kaylyn Moore from the Old Home Day Board of Directors

Documents:

[2026-07-27 K MOORE RESIGNATION FROM OHD BOD.PDF](#)

D. PUBLIC HEARING

1. None

E. NEW BUSINESS

1. Discuss and approve the request for an expenditure from the Roadway Maintenance Trust Fund for chip sealing.

(Deputy Director of Public Works James Danis)

Documents:

- [1. 2026-08-03 AGENDA COVER SHEET_RMTF \(CHIP SEALING\).PDF](#)
- [2. PROPOSAL_ARSAM 2026 \(PLANEVIEW, DELTA, AVIATION PARK\).PDF](#)
- [3. PROPOSAL_ARSAM \(PLANEVIEW, DELTA\).PDF](#)
- [4. ASPHALT-RUBBER SAM FACT SHEET.PDF](#)
- [5. 2026-16 - RMTF \(CHIP SEAL\).PDF](#)

2. Discuss request by Town of Litchfield to provide ambulance and fire dispatch services.

(Fire Chief Jim Young)

Documents:

- [1. 2026-08-03 COVER SHEET LITCHFIELD DISPATCH AND EMS SERVICES.PDF](#)
- [2. 2026-08-03 PROPOSAL TO PROVIDE DISPATCH AND AMBULANCE SERVICES TO LITCHFIELD.PDF](#)
- [3. 2026-08-03 DRAFT IMA FOR DISPATCH SERVICES.PDF](#)
- [4. 2026-08-03 DRAFT IMA FOR EMS.PDF](#)

3. Discuss and schedule a public hearing regarding for August 17, 2026 to approve the revisions to the General Assistance Guidelines.

(Administrative Services Director Kirsten Hildonen)

Documents:

- [1. 2026-08-03 COVER SHEET_REVISIED GENERAL ASSISTANCE GUIDELINES.PDF](#)
- [2. TOWN OF LONDONDERRY GENERAL ASSISTANCE GUIDLINES.DRAFT CLEAN COPY.PDF](#)

- 3. [TOWN OF LONDONDERRY GENERAL ASSISTANCE GUIDELINES.DRAFT RED-LINED.PDF](#)
- 4. [2026-12 - REVISION OF THE GENERAL ASSISTANCE GUIDELINES.PDF](#)

4. Discuss and schedule a public hearing for August 17, 2026 regarding the proposed changes to the Pettengill Road TIF District.

(Town Manager Shaun Mulholland)

Documents:

- 1. [2026-08-03 COVER SHEET_PETTENGIL TIF DISTRICT.PDF](#)
- 2. [2026-0-03 PETTENGILL ROAD TIF AMENDED PLAN.PDF](#)
- 3. [HB 1161 TIF ADVISORY BOARD CHANGE.PDF](#)

5. Discuss and schedule a public hearing for September 14, 2026 regarding adding alternates to the Cemetery Trustees.

(Administrative Services Director Kirsten Hildonen)

Documents:

- 1. [2026-08-03 COVER SHEET CEMETERY TRUSTEE ALTERNATES.PDF](#)
- 2. [2026-08-03 CHAPTER 10.2 B CEMETERY TRUSTEES.PDF](#)
- 3. [2026-08-03 TITLE IV CH III REVISIONS REDLINE.PDF](#)
- 4. [ORDINANCE 2026-11 AMENDING MUNICIPAL CODE TITLE V, CHAPTER III.PDF](#)
- 5. [ORDINANCE 2026-12 CHAPTER 10.2B CEMETERY TRUSTEES.PDF](#)

6. Discuss and schedule a public hearing for August 17, 2026 to approve a revision to the Fire Department Rules and Regulations.

(Division Chief of Fire Prevention Brian Johnson)

Documents:

- 1. [2026-08-03 COVER SHEET FIRE DEPT REGULATION CHANGE.PDF](#)
- 2. [ORDINANCE 2026-13 AMENDING FIRE DEPARTMENT REGULATIONS.PDF](#)

F. OLD BUSINESS

1. Discuss the denied abatement for 2 Litchfield Road.

Documents:

- [2026-06-29 ABATEMENT_2 LITCHFIELD.PDF](#)
- [2025-22 FULL ABATEMENT_REDACTED.PDF](#)

G. APPROVAL OF CONSENT ITEMS

1. 2026-08-03 Sewer Warrant

Documents:

- [2026-08-03 SEWER WARRANT.PDF](#)

2. Town Council meeting minutes from July 20, 2026

Documents:

- [TC-MINUTES-2026-07-20_APPENDED.PDF](#)

H. OTHER BUSINESS

- 1. Liaison Reports
- 2. Town Manager Report

I. PUBLIC COMMENT

J. NON-PUBLIC SESSION

- 1. Pursuant to RSA 91-A:3, II(b) The hiring of any person as a public employee.

K. ADJOURNMENT

L. MEETING SCHEDULE

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

a. August 17, 2026; Moose Hill Council Chambers; 7 p.m.

- **Public Hearing:** Receive public input, discuss, and approve the Strategic Plan
- **Public Hearing:** Receive public input, discuss, and approve the revisions to the General Assistance Guidelines
- **Public Hearing:** Receive public input, discuss, and approve the proposed changes to the Pettengill Road TIF District
- Discuss and schedule a public hearing for September 14, 2026 regarding the proposed revisions to the Londonderry Zoning Ordinance (LZO) to incorporate the 2024 ICC International Building Codes as amended by the State of NH
- Discuss and schedule a public hearing for September 14, 2026 regarding the Commercial and Industrial Tax Exemption application from Purpose Energy
- Discuss and act upon the potential easement for the cul-de-sac on Ashley Drive
- Discuss and act upon the request by the Town of Litchfield to provide fire department dispatch and ambulance services
- Discuss and approve the job description for the position of Town Manager
- Discuss the Town Manager's recommendation to engage the Braver Angels program to enhance civic discourse

b. September 14, 2026; Moose Hill Council Chambers; 7 p.m.

- **Public Hearing:** Receive public input, discuss, and approve adding alternates to the Cemetery Trustees
- **Public Hearing:** Receive public input, discuss, and approve the proposed revisions to the Londonderry Zoning Ordinance (LZO) to incorporate the 2024 ICC International Building Codes as amended by the State of NH
- **Public Hearing:** Receive public input, discuss, and approve the Commercial and Industrial Tax Exemption application from Purpose Energy
- Extend the charge of the DPW Working Group
- Approve the proposed changes to the Pettengill Road TIF District
- Discuss and schedule a public hearing for October 5, 2026 to approve updating the Charter references in the Municipal Code



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

View the most recent Town Council agenda online.

Edited on August 1, 2026 to add E(6) Discuss and schedule a public hearing for August 17, 2026 to approve a revision to the Fire Department Rules and Regulations and a Non-Public session pursuant to RSA 91-A:3, II(b).

FW: Commission resignation

From Marge Badois <mbadois@tolboards.org>

Date Thu 2026-07-23 4:21 PM

To Kirsten Hildonen <KHildonen@londonderryh.gov>

External Email Notice

This message was sent from outside the Town of Londonderry offices. Please use caution before clicking links or opening attachments. If you were not expecting this message, verify the sender before responding. Please use the **Phish Alert** button to report suspicious emails.

Hi Kirsten,

Harry Schwartz has resigned from the Conservation Commission. See below.

Regards,

Marge



From: Harry Schwartz <hschwartz@tolboards.org>

Sent: Wednesday, July 22, 2026 8:26 AM

To: Marge Badois <mbadois@tolboards.org>

Subject: Commission resignation

Good morning, Madam Chairwoman, and my friend. I hope this email finds you well. After much thought and consideration, I am resigning my post as an assistant Commission member, effective today's date. My work and home life are making it difficult for me to dedicate the necessary time and effort to the Londonderry Conservation Commission, even at one night every other week. I also feel that my contributions have been minor, at best. That said, I have learned an incredible amount from every single member of the Commission. At first, I was intimidated by you all. After a short period of time, I felt I was part of something. I cannot say enough about the quality of this Commission. It is an honor to have been part of such a thing. The Commission has a very important role in the future of this Town. Our natural resources and heritage must not be overshadowed by growth, simply in the name of population expansion. Thank you so much for accepting me and teaching me.

Sincerely,

Harry Schwartz

Fw: Moore Board resignation

From Rick Pierce <rpierce@tolboards.org>

Date Mon 2026-07-27 3:22 PM

To Kirsten Hildonen <KHildonen@londonderrynh.gov>

External Email Notice

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From: Kaylyn Moore <kmoore@tolboards.org>

Sent: Monday, July 27, 2026 11:52 AM

To: Rick Pierce <rpierce@tolboards.org>

Subject: Moore Board resignation

Dear Old Home Day Committee,

Please accept this letter as my formal resignation from the Old Home Day Board.

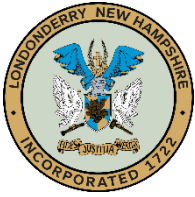
Due to the board's bylaws, I can no longer serve as a board member because I am no longer a resident of Londonderry. It has been a pleasure serving alongside such a dedicated group, and I am grateful for the opportunity to contribute to an event that means so much to the community.

Thank you for the experience, and I wish the board continued success in the years ahead.

Sincerely,

Kaylyn Moore

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Town Council Meeting – Agenda Item Coversheet

Meeting Date: 8/3/2026
Submitted By: James Danis
Department: Public Works Department

Contact Information: jdanis@londonderrynh.gov
Estimated Discussion Time: 5 Min
Agenda Item Number: TC OFFICE USE

Agenda Item Title: Expenditure from Roadway Maintenance Trust Fund for Chip Sealing

Background and Purpose: The Public Works Dept has researched viable and valuable road preservation techniques to be utilized in the development of a formalized Road Program for the Town of Londonderry. Chip sealing is a widely accepted cost-effective technique utilized to preserve, protect, and extend the life of a roadway. The work will principally be conducted on Plainview Drive and Delta Drive with the potential of expanding scope to Aviation Drive and the northern section of Harvey Rd between North Wentworth Ave and Pettengill Rd. This project area has been selected as an ideal location for this type of roadway treatment due to Roadway type, use and condition as well as traffic type and varying volumes. The requested budget is not sufficient to complete all four locations in total but can be utilized at all four locations in a manner to achieve the goal of observed product performance with varying conditions.

Action: Approve Order 2026-16 to authorize the expenditure of \$175,000 from the Roadway Maintenance Trust Fund to the General Fund for all work associated with chip sealing Plainview Drive, Delta Drive, Aviation Drive and Harvey Road between North Wentworth Ave and Pettengill Rd.

Proposed Motion: ***MOVED, that the Londonderry Town Council hereby approves Order 2026-16 and directs the Trustees of the Trust Fund to disburse \$175,000 from the Roadway Maintenance Trust Fund to the General Fund for all work associated with chip sealing Plainview Drive, Delta Drive, Aviation Drive, and Harvey Road between North Wentworth Avenue and Pettengill Road, with the final scope to be determined based on project priorities, field conditions, and available funding.***

Attachments: (1) Proposal from All States Materials Group for Plainview Drive , Delta Drive, Aviation Park Drive (excludes Harvey). (2) Proposal from All States Material Group for Plainview Drive and Delta Drive. (3) Fact Sheet for Asphalt Rubber SAM (Stress Absorbing Membrane)



All States Construction, Inc.

PO Box 91, Sunderland, MA 01375 · 413.665.7021

PROPOSAL-CONTRACT

Buyer	Company	Londonderry, NH			Contact	James Danis		
	Address				Telephone	Ext		
	City	State	Zip		Facsimile			
					Email	jdanis@londonderrynh.gov		

Project	Description	Asphalt Rubber Stress Absorbing Membrane			Proposal No	Contract No		
	Location				Date	7-7-26 May Be Withdrawn After 30 Days		

We are pleased to propose the following:

Description/Materials	Length	Width	Estimated Quantity	Unit	Price	Estimated Total
ARSAM			0			\$ 0.00
Plainview Drive	1130	38	4,771	sy	\$ 5.98	\$ 28,531.24
Delta Drive	3080	38	13,004	sy	\$ 5.98	\$ 77,766.58
Aviation Park Drive	2315	38	9,774	sy	\$ 5.98	\$ 58,451.18
			0			\$ 0.00
			0			\$ 0.00
			0			\$ 0.00
			0			\$ 0.00
			0			\$ 0.00
			0			\$ 0.00
			0			\$ 0.00
TOTAL			27,550			\$ 164,749.00

* This proposal allows for price adjustments based on the period price of asphalt by the NH DOT.

The price adjustment will be based on the variance in price for the asphalt cement component only from the Base Price to the Period Price.

Posted price for this proposal is \$ 717.50 per ton.

MOBILIZATIONS: Prices are based on 1 Mobilization. Additional mobilizations which become necessary will be subject to a charge of _____ each.

BUYER-PROVIDED SERVICES: The services marked below are to be provided by Buyer:

Dig Safe Permit	Remove Excess Material	Trucking	Covers/ Masking	Addition of Material	Sweeping	Dust Control	Traffic Control	Fine Grading	Engineering	Grades/ Layouts	Adjust Structures	Sawcutting	Roll/ Compact

STANDARD CONDITIONS:

- All fees, permits, and engineering will be the responsibility of the Buyer unless otherwise noted above. No bonds will be supplied.
- Above quantities are estimates only and are subject to adjustment determined by Field Measure unless otherwise noted above.
- Contractor will commence and complete its work within a mutually agreed schedule, and will not be responsible for delays caused by weather, or by *force majeure*, work strikes or stoppages, or other causes beyond its direct control. Buyer will pay for work completed based upon Field Measure at the above prices.
- Buyer agrees to indemnify and hold harmless Contractor from and against any claims, demands, actions or suits arising out of Buyer's handling, use, or misuse of goods purchased under this Contract, or any third party claims arising from this sale of goods. Buyer shall not be entitled to recover incidental, special, punitive, or consequential damages arising out of Contractor's performance under this Contract.
- Waiver of, or failure to enforce, any rights under this Contract by Contractor or Buyer shall not be considered a continuing waiver or a waiver of other rights. If any portion of this Contract is determined to be unenforceable, the remainder of the Contract shall remain in full force and effect.
- Payment terms are net 30 days, without retainage permitted, unless otherwise stated above, and subject to Contractor's credit approval. Contractor may set off past due balances against any amount due or which becomes due to the Buyer by Contractor or any of its affiliates or subsidiaries. Balances not paid within terms are subject to default interest at 1.5% monthly percentage rate. In the event the account is overdue or Buyer is otherwise in breach, placed for collection, Buyer agrees to reimburse Contractor all collection costs including reasonable attorney's fees, disbursements, default interest and court costs. Contractor reserves all rights to file lawfully permitted liens and other remedies.
- To the extent allowed by law, title to goods sold and all risks pass to the Buyer when goods are tendered to it. Contractor warrants good title prior to the sale and that its goods and services conform to industry standards, but **expressly disclaims all implied warranties of merchantability or fitness for a particular use.**

This Contract constitutes the entire agreement between the Contractor and Buyer and may only be modified by a written amendment executed by both parties. This Proposal may be becomes a binding Contract only upon signing by both parties, and Contractor's credit approval of Buyer. **ALL PARTIES WAIVE TRIAL BY JURY.** Massachusetts laws shall apply and Massachusetts courts shall have exclusive jurisdiction over any disputes.

BUYER	CONTRACTOR
Signature _____	Signature <u>Bruce A. Davis</u>
Name _____	Name Bruce A. Davis
Title _____	Title Sales
Date _____	Date _____



Date _____



Asphalt-Rubber SAM is a stress absorbing membrane type surface treatment which creates a highly durable wearing surface for demanding pavements. The innovative surface treatment consists of hot pre-coated 3/8" to 1/2" aggregate placed over a thick (0.50 to 0.60 gallons per yd²) hot-applied crumb rubber modified asphalt (CRMA).



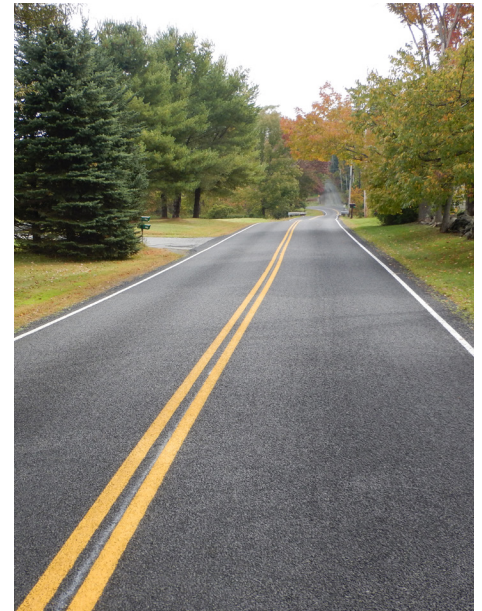
The CRMA is composed of performance graded asphalt blended with ground rubber from recycled tires and meets the ASTM Specification D-6114 for Asphalt-Rubber Binder. The tire rubber is finely ground at ambient temperatures then blended with asphalt at temperatures exceeding 350° F. The high temperature causes the oils in the asphalt to swell the elastomeric rubber polymer, resulting in a durable, elastic and flexible binder material that is less sensitive to brittleness at low temperatures and bleeding at high temperatures. The tire rubber also contributes polymer, carbon black and anti-oxidants. The result is a very adhesive and cohesive high viscosity binder that provides high film thickness on the aggregates, improving durability and resistance to oxidative aging, aggregate loss and delamination.

Asphalt-Rubber SAM Benefits

- ✓ Waterproofs and seals small cracks and imperfections on the existing pavement surface
- ✓ Minimizes loss of curb reveal and alignment; thinner than hot mix overlays
- ✓ Uses recycled tire rubber (approx. 1300 tires per mile)
- ✓ More durable than conventional hot mix overlays
- ✓ Developed for higher traffic volume roads
- ✓ Quick construction and traffic return with minimal user delays
- ✓ Long lasting preventive maintenance preserves the value of your structurally sound pavements with distressed surfaces

Asphalt-Rubber SAM Uses

Asphalt-Rubber SAM is designed for demanding, higher traffic roadways; but they may be used on any type of road where a higher performance surface treatment is desired. They are ideal for cracked and raveled surfaces where traffic delays, curb reveal, and clearances under bridges and overpasses are a concern.



The quick return to traffic and ability to sweep the surface immediately after the treatment also offer a positive benefit in locations where traffic concerns exist.

The pavement to be sealed should be structurally sound and properly drained. It should have a good profile, but may have aged asphalt with moderate surface cracking and raveling. When warranted, potholes and cracks should be filled. The surface should be swept of any stones, sand, mud or other loose debris.

The Asphalt-Rubber SAM durability outperforms conventional hot mix overlays and nearly doubles the life of chip seals. Additionally, the capability to seal the pavement and greatly reduce reflective cracking and the propagation of new cracks make the treatment an extremely cost-effective option over the lifetime of the road surface.



All States
Materials Group®

Asphalt-Rubber SAM



All States
Materials Group®

WWW.ASMG.COM

800-343-9620



Town of Londonderry, New Hampshire

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ORDER 2026-16

An Order Relative to

AN EXPENDITURE FROM THE ROADWAY MAINTENANCE TRUST FUND FOR CHIP SEALING

WHEREAS voters since 2012 have approved funding for the maintenance and repair of public roadways in the town; and

WHEREAS the Department of Public Works has complied with the provisions of the Town of Londonderry Municipal Code, Title VI Purchasing Policy; and

WHEREAS the Department of Public Works has evaluated roadway preservation methods as part of developing a formalized road program, and chip sealing is a widely accepted, cost-effective treatment used to preserve, protect, and extend the service life of roadways; and

WHEREAS the proposed work will be performed principally on Plainview Drive and Delta Drive, with the scope potentially extending to Aviation Drive and the northern section of Harvey Road between North Wentworth Avenue and Pettengill Road, based on roadway type, use, condition, traffic characteristics, and available funding; and

WHEREAS sufficient funds are available in the Roadway Maintenance Trust Fund to support expenditures of up to \$175,000 for this work.

NOW THEREFORE BE IT ORDERED by the Town Council of the Town of Londonderry hereby approves Order 2026-16 and directs the Trustees of the Trust Fund to disburse \$175,000 from the Roadway Maintenance Trust Fund to the General Fund for all work associated with chip sealing Plainview Drive, Delta Drive, Aviation Drive, and Harvey Road between North Wentworth Avenue and Pettengill Road, with the final scope to be determined based on project priorities, field conditions, and available funding.

**Ron Dunn – Chair
Town Council**

Sharon Farrell – Town Clerk

PASSED AND ADOPTED by the Londonderry Town Council this 3rd day of August 2026.



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

Meeting Date: 8/3/2026
Submitted By: Chief James Young
Department: Fire Department

Contact Information: jyoung@londonderrnhfire.gov
Estimated Discussion Time: 20 minutes
Agenda Item Number: TC OFFICE USE

Agenda Item Title: Discuss request by the Town of Litchfield to for the Londonderry Fire Dept. to provide dispatch and ambulance services.

Background and Purpose: The Town of Litchfield presently contracts with the Town of Hudson to provide Fire and EMS Dispatch services. Hudson also provides Emergency Medical Services to the Town of Litchfield. The Litchfield Board of Selectmen have made a formal request to the Town of Londonderry to provide both dispatch and ambulance services for a period of three years. The contract with the Town of Hudson ends on 12/31/2026. Litchfield is proposing that the Londonderry Fire Department begin providing services starting on 1/1/2027. The Town of Litchfield would provide an annual fee as proscribed in the draft agreement each year for the three years of the contract for ambulance service and a separate fee for dispatch services. Patients being served in the Town of Litchfield by the Londonderry Fire Department ambulances would be billed for services rendered in accordance with the approved rates established by the Londonderry Town Council.

Action: Authorize the Town Manager to enter an intermunicipal agreement for a period of three years to provide dispatch and ambulance services to the Town of Litchfield. This matter will be scheduled again on 8/17/26 under Old Business to allow more time for the Town Council to consider the proposal.

Proposed Motion: None

This request will be scheduled for the next Town Council meeting for further discussion and action by the Town Council on 8/17/26. Motions at that time would be for the Town Council to authorize the Town Manager to enter the EMS Service Agreement and the Dispatch Service Agreement. Additional motions would be to authorize the Town Manager to hire 4 addition Fire Fighters/EMT/Paramedic personnel and 1 additional Telecommunications Operator for the dispatch center.

Attachments: Proposal to provide ambulance services; draft IMA for dispatch; draft IMA for EMS

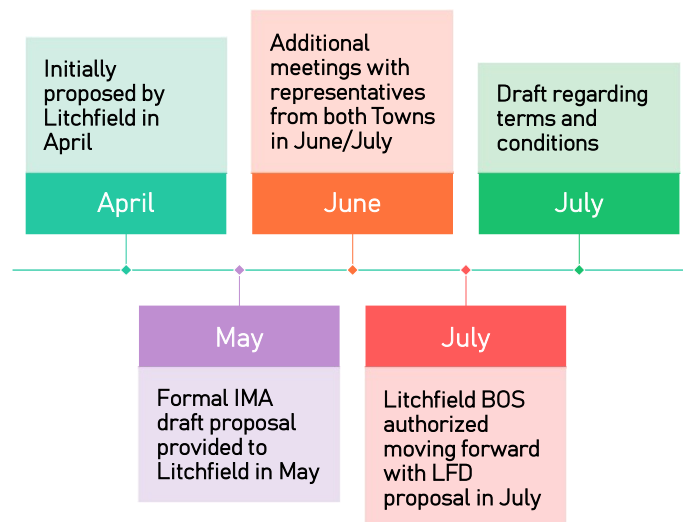
Proposal to Provide Ambulance & Dispatch Services to the Town of Litchfield

TOWN OF LONDONDERRY
FIRE DEPARTMENT



1

Concept



2

Advantages of Enhanced Partnership

Long-standing relationship with Litchfield Fire through mutual aid, provided dispatch services in the 1980's, and service as the backup communications center for 20+ years

Increased staffing enhances available resources for both towns

Department staffing able to increase without increasing Londonderry's tax rate. New staff benefits Londonderry 83% of the time

Enhances the safety and well-being of staff as well as the citizens and visitors to each of our communities

3

Communications Division



3-year agreement to commence at midnight on 01/01/2027

Add (1) full-time Telecommunications Operator to staff

Revenue	Year 1	\$47,580
	Year 2	\$51,149
	Year 3	\$54,986

Assessment model comparable to communities of Pelham and Hampstead

Increases workload for TCO's by approximately 900 emergency calls (2.47 calls/day) annually

4

Operations Division



- 3-year agreement to commence at midnight on 01/01/2027
- Add (4) full-time Firefighter/EMT, FF/A-EMT, or FF/Paramedic positions to staff
- Assessment Revenue
 - Year 1 \$175,000
 - Year 2 \$215,000
 - Year 3 \$256,124
- Assessment model comparable to surrounding communities (i.e. Hudson's current agreement serving Litchfield and Derry's serving Auburn/Chester)
- Increases workload for Operations staff by approximately 620 (1.7 responses/day) emergency responses annually

5

Additional Source of Revenue

Patient insurance reimbursements will provide the largest source of revenue

Based on an estimated 10% of responses not resulting in transport to the hospital and using conservative historical billing estimates, insurance reimbursements are estimated at \$361,852 (Hudson actuals for Litchfield were \$425,000 for 2025)

Total estimate for Year 1 of Dispatch/EMS agreements combined with insurance reimbursement is estimated to be \$605,309

6

Year 1 Cost To Provide Services

(4) Firefighter/Paramedic wages total- \$276,581

(4) Firefighter/Paramedic benefits total- \$216,392 (for health and dental based average of plans)

(1) TCO wages total- \$59,571

(1) TCO benefits total \$ 51,601 (for health and dental insurance family plan)

Total cost of wages/benefits \$604,146

Subtract costs from new revenue of \$605,309

Results in small net gain of \$1,162

7

Deployment Of New Staffing

Options are available

Will be continuously evaluated to provide the most efficient and cost-effective approach

Result will be staffing for multiple and overlapping calls for service much more frequently (52.84% overlapping incidents in 2025)

Reduction of reliance on mutual aid will result in more efficient care for users of service through reduced response times

Revenue maximized by handling calls for service internally

8

Path Forward



The Londonderry Fire Department is capable and willing to undertake increased service demand



The return on investment is greater than the increased demand on services



Litchfield receives outstanding quality services through a sustainable assessment model



Londonderry receives increased staff fully funded by new sources of revenue who will benefit our community the large majority of the time



20 hours out of every day, Londonderry retains staff with no impact to the tax rate

9

Questions?



10

INTERMUNICIPAL DISPATCH SERVICES AGREEMENT

Between

The Town of Londonderry, New Hampshire

and

The Town of Litchfield, New Hampshire

DRAFT FOR MUNICIPAL COUNSEL REVIEW

Prepared Pursuant to:

- RSA Chapter 53-A – Agreements Between Governmental Units
 - RSA Chapter 154 – Fire Protection
 - RSA 153-A:19 – Emergency Medical Services Mutual Aid
 - RSA Chapter 507-B – Liability of Governmental Units
 - RSA Chapter 91-A – Right-to-Know Law
 - Applicable Federal Communications Commission (FCC) Regulations
 - Applicable National Incident Management System (NIMS) and Incident Command System (ICS) Standards
 - Applicable New Hampshire Bureau of Emergency Medical Services Requirements
 - Applicable Criminal Justice Information Services (CJIS) Security Policy
-

REVISION HISTORY

Version	Date	Description	Prepared By	Reviewed By
1.0	Draft	Initial comprehensive draft prepared for municipal counsel review.	Town Manager / Designee	Municipal Counsel
1.1	Pending	Publication-format review, legal edits, exhibit verification, and governing body review.	Town Manager / Designee	Municipal Counsel

TABLE OF AUTHORITIES

Authority	Subject Matter	Document References
RSA Chapter 53-A	Intergovernmental agreements and cooperative governmental services	Preamble; Recitals; Article I; Article XVI; Appendix A
RSA Chapter 154	Fire protection and municipal fire service authority	Preamble; Recitals; Article I; Appendix A
RSA 153-A:19	Emergency medical services mutual aid	Preamble; Recitals; Article I; Appendix A
RSA Chapter 507-B	Governmental liability and immunity	Preamble; Article XIII; Appendix A
RSA Chapter 91-A	Right-to-Know Law and public records	Preamble; Article XI; Appendix A
FCC Regulations	Radio communications licensing and compliance	Preamble; Article IX; Appendix A
NIMS / ICS	Incident management and command structure	Preamble; Articles VII and X; Appendix A
CJIS Security Policy	Criminal justice information security	Preamble; Articles VIII, IX, and XI; Appendix A

DEFINED-TERM INDEX

Defined Term	Definition Location	General Meaning
Agreement	Article II	Intermunicipal Dispatch Services Agreement, including exhibits and amendments.
Automatic Aid	Article II	Pre-authorized dispatch of resources under approved run cards.

CAD	Article II	Computer-Aided Dispatch system used for incident processing and documentation.
Communications Center	Article II	Londonderry Fire Department communications and dispatch center.
COOP	Article II; Article X; Exhibit E	Continuity of Operations Plan for dispatch resilience.
Dispatch Personnel	Article II	Londonderry employees assigned to dispatch services.
Emergency Incident	Article II	Emergency fire, EMS, rescue, hazardous materials, or public safety response requiring dispatch.
Incident Commander	Article II	Person designated under NIMS/ICS to direct on-scene operations.
Mutual Aid	Article II	Provision of emergency resources by one jurisdiction to another.
NG911	Article II	Next Generation 911 emergency communications system.
Party / Parties	Preamble	Londonderry and Litchfield individually or collectively.

Formatting Note: This manual index is intended to support legal review. Counsel may convert these entries into Word index fields during final production if a live defined-term index is required.

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PREAMBLE

This Intermunicipal Dispatch Services Agreement ("Agreement") is entered into by and between the **Town of Londonderry, New Hampshire**, a municipal corporation organized under the laws of the State of New Hampshire, acting by and through its Town Council and Town Manager, with its principal offices located at 268B Mammoth Road, Londonderry, New Hampshire 03053 ("Londonderry"), and the **Town of Litchfield, New Hampshire**, a municipal corporation organized under the laws of the State of New Hampshire, acting by and through its Board of Selectmen and Town Administrator, with its principal offices located at 2 Liberty Way, Litchfield, New Hampshire 03052 ("Litchfield").

Londonderry and Litchfield are sometimes referred to individually as a "Party" and collectively as the "Parties."

The Parties recognize that modern emergency communications systems require substantial investments in technology, personnel, cybersecurity, training, and infrastructure. The Parties further recognize that regional cooperation in public safety communications promotes operational efficiency, improves service delivery, strengthens emergency preparedness, enhances resiliency, and reduces duplication of governmental services.

Accordingly, the Parties desire to establish a long-term intermunicipal partnership under which Londonderry shall provide fire and emergency medical dispatch services to the Litchfield Fire Department while preserving the operational authority of each municipality and promoting the health, safety, and welfare of their residents.

RECITALS

WHEREAS, RSA Chapter 53-A authorizes municipalities to jointly exercise governmental powers and to enter into agreements for the cooperative provision of governmental services;

WHEREAS, RSA Chapter 154 authorizes municipalities to cooperate in providing fire protection services and recognizes regional fire service coordination as serving an important public purpose;

WHEREAS, RSA 153-A:19 authorizes emergency medical service providers and municipalities to establish mutual aid arrangements to improve emergency medical response and public safety;

WHEREAS, both municipalities maintain fire departments responsible for protecting life and property and recognize emergency communications as an essential governmental function;

WHEREAS, the Londonderry Fire Department presently operates a professionally staffed emergency communications center capable of providing dispatch services on a continuous twenty-four (24) hour per day, seven (7) day per week basis;

WHEREAS, the Town of Litchfield has determined that contracting with Londonderry for dispatch services will improve operational efficiency, strengthen emergency response capabilities, reduce unnecessary duplication of resources, and provide enhanced resiliency;

WHEREAS, the Parties desire to establish clear responsibilities regarding governance, operational performance, financial administration, technology, information security, liability allocation, continuity of operations, and future system improvements;

WHEREAS, the governing bodies of both municipalities have determined that entering into this Agreement serves a valid governmental purpose and is in the best interests of their respective residents;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows.

ARTICLE I

AUTHORITY AND PURPOSE

Section 1.01 Statutory Authority

This Agreement is entered pursuant to the authority granted by, including but not limited to:

- RSA Chapter 53-A;
- RSA Chapter 154;
- RSA 153-A:19;
- RSA Chapter 507-B;
- RSA Chapter 91-A;
- and other applicable provisions of New Hampshire law.

Nothing contained herein shall be interpreted as limiting any authority otherwise granted to either municipality under New Hampshire law.

Section 1.02 Public Purpose

The Parties find that the regional provision of emergency communications services constitutes a legitimate governmental purpose by:

- a. improving emergency response;
- b. increasing operational resiliency;
- c. reducing unnecessary duplication of governmental services;
- d. improving public safety communications;
- e. promoting interoperability among emergency responders;
- f. maximizing taxpayer value through efficient delivery of governmental services.

Section 1.03 Nature of Agreement

This Agreement constitutes an intermunicipal cooperative agreement for governmental services.

Nothing herein shall be construed to:

- create a new governmental entity;
- merge municipal departments;
- alter municipal boundaries;
- diminish the statutory authority of either governing body;
- transfer ownership of municipal assets unless expressly provided.

Section 1.04 Scope

Londonderry shall provide emergency communications and dispatch services to the Litchfield Fire Department in accordance with this Agreement and the Exhibits incorporated herein.

The Parties acknowledge that dispatch services are intended to support fire suppression, emergency medical services, rescue operations, hazardous materials incidents, technical rescue, emergency management activities, mutual aid coordination, and other public safety incidents authorized by the Litchfield Fire Chief.

Section 1.05 Independent Governmental Authority

Each Party retains complete authority over:

- municipal governance;
- budgeting;
- personnel;
- collective bargaining;
- purchasing;
- capital planning;
- emergency management;
- fire suppression operations;
- emergency medical operations.

Dispatch authority delegated under this Agreement shall not be interpreted as transferring operational command of emergency incidents.

Section 1.06 Good Faith Cooperation

The Parties agree to cooperate in good faith to achieve the objectives of this Agreement through regular communication, joint planning, collaborative problem solving, and continuous improvement of emergency communications services.

Section 1.07 Compliance with Applicable Law

Each Party shall perform its obligations under this Agreement in accordance with all applicable federal, state, and local constitutions, statutes, regulations, administrative rules, executive orders,

ordinances, and legally adopted policies governing emergency communications, municipal operations, public records, cybersecurity, employment practices, emergency medical services, fire protection, procurement, and public safety.

Without limiting the foregoing, the Parties acknowledge that this Agreement shall be administered in a manner consistent with, as applicable:

- RSA Chapter 53-A;
- RSA Chapter 154;
- RSA Chapter 153-A;
- RSA Chapter 91-A;
- RSA Chapter 507-B;
- Applicable New Hampshire Bureau of Emergency Medical Services administrative rules;
- Federal Communications Commission regulations;
- National Incident Management System (NIMS);
- Incident Command System (ICS);
- FBI Criminal Justice Information Services (CJIS) Security Policy;
- HIPAA and other applicable privacy laws;
- Applicable cybersecurity standards adopted by the State of New Hampshire.

Should any provision of this Agreement conflict with subsequently enacted law, the Parties shall promptly negotiate amendments necessary to maintain legal compliance while preserving the intent of this Agreement.

ARTICLE II

DEFINITIONS

For purposes of this Agreement, the following terms shall have the meanings set forth below:

"Agreement" means this Intermunicipal Dispatch Services Agreement, including all exhibits and amendments.

"Automatic Aid" means the pre-authorized dispatch of resources pursuant to approved run cards without the necessity of a specific request at the time of the incident.

"CAD" means the Computer-Aided Dispatch system utilized to receive, process, dispatch, monitor, and document emergency incidents.

"Communications Center" means the Londonderry Fire Department communications and dispatch center from which services under this Agreement are provided.

"Continuity of Operations Plan (COOP)" means the documented procedures for maintaining emergency communications during system failures, disasters, cybersecurity incidents, facility disruptions, or other emergencies.

"Dispatch Personnel" means Londonderry employees assigned to provide emergency communications services under this Agreement.

"Emergency Incident" means any request for emergency fire, rescue, emergency medical, hazardous materials, technical rescue, public assistance, or related public safety response requiring dispatch.

"Incident Commander" means the individual designated in accordance with the National Incident Management System to direct on-scene operations.

"Mutual Aid" means the provision of emergency resources by one jurisdiction to another pursuant to applicable agreements or operational protocols.

"NG911" means the Next Generation 911 emergency communications system utilized within the State of New Hampshire.

Additional operational definitions applicable to dispatch procedures shall be set forth in Exhibit A and incorporated into this Agreement.

ARTICLE III

TERM, EFFECTIVE DATE, RENEWAL, AND TRANSITION

Section 3.01 Effective Date

This Agreement shall become effective upon:

- a. Approval by the governing body of each Party;
- b. Execution by the authorized representatives of each Party;
- c. Receipt of any approvals required under RSA Chapter 53-A; and
- d. Completion of all implementation activities identified in Exhibit E.

Unless otherwise specified by the Parties, the operational commencement date for dispatch services shall be **January 1, 2027, at 12:01 a.m.**

Section 3.02 Initial Term

The initial term of this Agreement shall commence on the Effective Date and continue through **December 31, 2029**, unless sooner terminated in accordance with this Agreement.

Section 3.03 Renewal

Upon expiration of the Initial Term, this Agreement may be renewed for successive terms of up to five (5) years by written agreement approved by both governing bodies.

The Parties shall commence renewal discussions not less than twelve (12) months before expiration.

Section 3.04 Transition Planning

The Parties acknowledge that uninterrupted emergency communications are essential to public safety.

Accordingly, operational transition activities shall begin no later than ninety (90) days prior to implementation and shall include:

- Dispatcher orientation
- CAD configuration
- Radio testing
- Paging verification
- GIS validation
- Run card verification
- Mutual aid testing
- Training exercises
- Acceptance testing
- Final operational readiness review

The implementation schedule shall be detailed in Exhibit E.

Section 3.05 Transition Following Termination

Should this Agreement terminate for any reason, both Parties shall cooperate in good faith to ensure an orderly transition of dispatch services to another provider.

The transition period shall include:

- Transfer of operational records
 - CAD export (where legally permissible)
 - Radio programming assistance
 - Transfer of run cards
 - Coordination with NH 911
 - Notification to mutual aid partners
 - Public communications as appropriate
-

ARTICLE IV

GOVERNANCE AND ADMINISTRATION

Section 4.01 Joint Administrative Committee

The Parties hereby establish a Joint Administrative Committee ("Committee") for purposes of oversight, coordination, and continuous improvement.

The Committee shall not possess independent governmental authority.

Section 4.02 Membership

The Committee shall consist of:

For Londonderry:

- Town Manager
- Fire Chief
- Communications Division Supervisor
- Finance Director or designee

For Litchfield:

- Town Administrator
- Fire Chief
- Deputy Fire Chief or Operations Officer
- Finance Director or designee

Additional technical advisors may participate as needed.

Section 4.03 Duties

The Committee shall:

Review annual performance.

Review service levels.

Recommend budget adjustments.

Review technology improvements.

Monitor implementation.

Review continuity planning.

Evaluate cybersecurity.

Review complaints.

Recommend amendments.

Review annual compensation adjustments.

Promote continuous improvement.

Section 4.04 Meetings

The Committee shall meet:

- At least annually.
 - Quarterly during the first year following implementation.
 - At the request of either Fire Chief.
 - Following any significant communications system failure.
-

Section 4.05 Annual Report

Londonderry shall prepare an annual report summarizing:

- Dispatch volume
- Call processing statistics

- Response performance
- CAD availability
- Communications outages
- Significant incidents
- Mutual aid activity
- Training completed
- Technology upgrades
- Recommended improvements

The report shall be presented to both governing bodies.

Section 4.06 Operational Authority

Nothing contained herein shall diminish the statutory authority of either Fire Chief.

Londonderry shall retain authority over dispatch operations.

Litchfield shall retain authority over emergency response operations.

Incident command shall remain with the responding agency in accordance with the National Incident Management System (NIMS), Incident Command System (ICS), and applicable New Hampshire law.

Section 4.07 Continuous Improvement

The Parties agree to utilize continuous improvement principles in evaluating dispatch operations.

The Committee shall periodically evaluate:

- Efficiency
- Reliability
- Customer service
- Technology
- Staffing
- Training
- Financial sustainability

Recommendations shall be documented annually.

ARTICLE V

SCOPE OF DISPATCH SERVICES

Section 5.01 General Services

Londonderry shall provide continuous emergency communications services twenty-four (24) hours per day, seven (7) days per week.

Services shall include, at a minimum:

- Emergency call receipt
- Fire dispatch
- EMS dispatch
- Radio communications
- Paging
- Station alerting
- Mutual aid activation
- Automatic aid dispatch
- Incident tracking
- CAD documentation
- Unit status monitoring
- Emergency notifications
- After-hours municipal notifications authorized by the Litchfield Fire Chief

Section 5.02 Emergency Call Processing

Dispatch personnel shall:

Receive emergency requests.

Obtain essential incident information.

Determine the appropriate response using approved run cards.

Dispatch resources promptly.

Maintain radio communications until incident stabilization.

Document all actions within CAD.

Section 5.03 Mutual Aid Coordination

Londonderry shall coordinate requests for:

Fire mutual aid

EMS mutual aid

Special operations

Regional resources

County resources

State resources

Federal resources, when requested by the Incident Commander.

Section 5.04 Emergency Medical Dispatch

When authorized by protocol, dispatch personnel shall:

Dispatch EMS resources.

Coordinate ambulance responses.

Provide pre-arrival instructions if approved by applicable EMS protocols.

Coordinate communications with hospitals, EMS providers, and mutual aid agencies as appropriate.

Section 5.05 Communications Services

Londonderry shall provide:

Primary radio dispatch.

Backup radio channels.

Paging activation.

Incident notifications.

Emergency management communications.

Weather notifications affecting fire operations.

Coordination with New Hampshire 911.

Section 5.06 Computer-Aided Dispatch (CAD)

Londonderry shall maintain CAD records documenting:

Incident number.

Date and time.

Nature of incident.

Units assigned.

Response chronology.

Disposition.

Mutual aid resources.

Special operational notes.

CAD records shall be maintained in accordance with applicable law and municipal records retention schedules.

Section 5.07 Service Limitations

Unless specifically authorized by written amendment, Londonderry shall not be responsible for:

Routine business telephone services.

Fire prevention administration.

Inspection scheduling.

Permit administration.

Personnel scheduling.

Payroll administration.

Municipal customer service unrelated to emergency communications.

Section 5.08 Operational Flexibility

The Parties recognize that emergency incidents require professional judgment.

Nothing contained in this Agreement shall prevent dispatch personnel from exercising reasonable operational discretion to protect life, property, or responder safety during rapidly evolving emergency situations, provided such actions are consistent with established protocols and applicable law.

ARTICLE VI

SERVICE LEVELS, PERFORMANCE STANDARDS, AND QUALITY ASSURANCE

Section 6.01 Purpose

The Parties recognize that emergency communications constitute a critical public safety function. The purpose of this Article is to establish measurable service expectations while acknowledging that no emergency communications system can guarantee uninterrupted service or identical response times under all circumstances.

The Parties further acknowledge that compliance with these performance standards shall be evaluated on an annual basis using aggregate performance metrics rather than isolated incidents.

Section 6.02 Hours of Operation

Londonderry shall provide dispatch services:

- Twenty-four (24) hours per day;
- Seven (7) days per week;
- Three hundred sixty-five (365) days per year, including holidays.

Dispatch operations shall be staffed in accordance with Londonderry Fire Department policies and operational needs.

Section 6.03 Call Processing Standards

Londonderry shall use reasonable professional efforts to achieve the following objectives:

- Emergency calls answered in accordance with applicable New Hampshire 911 standards.
- Dispatch initiated as soon as practical after obtaining sufficient incident information.
- Simultaneous notification of responding resources whenever operationally appropriate.
- Immediate dispatch of life-threatening emergencies.
- Continuous monitoring of active emergency incidents.
- Timely notification of command officers for significant incidents.

These objectives are intended as operational goals and shall not create contractual guarantees or establish a private cause of action.

Section 6.04 Dispatcher Training

All dispatch personnel assigned to provide services under this Agreement shall maintain qualifications required by the Londonderry Fire Department.

Training shall include, as applicable:

- Emergency communications procedures;
- Incident Command System (ICS);
- National Incident Management System (NIMS);
- Computer-Aided Dispatch (CAD);
- Radio communications;
- Emergency Medical Dispatch (EMD), if applicable;
- Hazardous materials awareness;
- Active threat communications;
- Mutual aid procedures;
- CJIS Security Awareness;
- HIPAA awareness;
- Continuing education.

Londonderry shall maintain documentation of required training.

Section 6.05 Quality Assurance Program

Londonderry shall maintain a quality assurance and quality improvement program that includes periodic review of:

- Dispatch recordings;
- CAD documentation;
- Radio communications;
- Dispatch timelines;
- Compliance with Standard Operating Procedures;
- Customer service;
- Significant incidents;
- Complaints received.

Quality assurance findings shall be used for operational improvement and employee development.

Section 6.06 Performance Reporting

At least annually Londonderry shall provide Litchfield with a report summarizing:

- Total incidents dispatched;
 - Fire incidents;
 - EMS incidents;
 - Mutual aid incidents;
 - Average dispatch workload;
 - Communications outages;
 - Technology upgrades;
 - Significant operational improvements;
 - Recommendations for future enhancements.
-

Section 6.07 Continuous Improvement

The Parties agree to periodically evaluate opportunities for improvement including:

- Updated dispatch protocols;
- CAD enhancements;
- GIS improvements;
- Radio interoperability;
- Technology modernization;
- Regional cooperation;
- Dispatcher training;

- Performance benchmarking.
-

ARTICLE VII

OPERATIONAL RESPONSIBILITIES

Section 7.01 Responsibilities of Londonderry

Londonderry shall:

- a. Operate and supervise the Communications Center.
 - b. Employ, train, schedule, and supervise dispatch personnel.
 - c. Maintain dispatch operating procedures.
 - d. Dispatch Litchfield resources using approved run cards.
 - e. Maintain CAD documentation.
 - f. Coordinate mutual aid requests.
 - g. Notify command staff when required.
 - h. Maintain communications with responding units.
 - i. Maintain dispatch recordings.
 - j. Protect confidential information.
 - k. Coordinate with New Hampshire 911.
 - l. Conduct periodic operational reviews.
-

Section 7.02 Responsibilities of Litchfield

Litchfield shall:

- a. Maintain accurate response run cards.

- b. Provide current personnel rosters.
 - c. Provide current apparatus inventories.
 - d. Notify Londonderry of operational changes.
 - e. Maintain compatible radio equipment.
 - f. Maintain paging equipment assigned to Litchfield personnel unless otherwise agreed.
 - g. Designate command staff authorized to modify dispatch protocols.
 - h. Participate in annual operational reviews.
-

Section 7.03 Run Cards

Litchfield shall prepare and maintain approved run cards establishing dispatch assignments.

Londonderry shall dispatch resources in accordance with those run cards unless immediate modification is necessary to protect life or property.

Run cards shall be reviewed at least annually.

Section 7.04 Incident Command

Dispatch responsibilities under this Agreement shall not alter incident command authority.

Command shall remain with the responding agency in accordance with:

- National Incident Management System (NIMS);
 - Incident Command System (ICS);
 - Applicable New Hampshire law;
 - Local Standard Operating Guidelines.
-

Section 7.05 Mutual Aid

When requested or authorized by approved run cards, Londonderry shall coordinate requests for mutual aid resources.

Nothing herein shall limit the authority of the Incident Commander to request additional resources.

Section 7.06 Extraordinary Events

During significant emergencies including:

- Major fires;
- Mass casualty incidents;
- Severe weather;
- Hazardous materials incidents;
- Regional disasters;
- Terrorism events;
- Cybersecurity incidents affecting emergency communications;

Londonderry may implement emergency operating procedures reasonably necessary to maintain continuity of public safety communications.

The Parties acknowledge that dispatch priorities may temporarily change during extraordinary events.

ARTICLE VII-A

OPERATIONAL DEFICIENCY NOTICE AND CURE

The Parties recognize that not every operational concern constitutes a material breach of contract.

Operational deficiencies may include recurring dispatch errors, incomplete documentation, communication failures, technology performance concerns, training deficiencies, or other service issues that do not materially impair public safety.

Upon identifying such a deficiency, either Party may issue a written Operational Improvement Notice describing:

- the observed deficiency;
- supporting information;
- recommended corrective action;
- proposed completion schedule.

Within fifteen (15) calendar days, the receiving Party shall acknowledge receipt and provide either:

1. a corrective action plan;
2. a proposed alternative resolution; or
3. a written explanation why corrective action is unnecessary.

Operational deficiencies shall not constitute an Event of Default unless they remain substantially uncorrected following reasonable opportunity to cure or rise to the level of a material breach under Article XIV.

ARTICLE VIII

PERSONNEL

Section 8.01 Employment Relationship

All dispatch personnel shall remain employees of the Town of Londonderry.

Nothing contained herein shall:

- Create joint employment;
- Transfer employment rights;
- Establish an employer-employee relationship between Litchfield and Londonderry employees.

Section 8.02 Supervision

Dispatch personnel shall be supervised exclusively by Londonderry.

Litchfield shall not direct or supervise Londonderry employees except through requests communicated to designated supervisory personnel.

Section 8.03 Labor Relations

Nothing contained herein shall:

- Modify collective bargaining agreements;
 - Alter personnel policies;
 - Affect employee benefits;
 - Change retirement obligations.
-

Section 8.04 Workers' Compensation

Each municipality shall remain solely responsible for workers' compensation coverage for its own employees.

Section 8.05 Professional Standards

Dispatch personnel shall perform their duties:

- Professionally;
 - Impartially;
 - Consistent with departmental policies;
 - Consistent with applicable law;
 - In a manner promoting public confidence.
-

Section 8.06 Confidentiality

Dispatch personnel shall protect confidential information including:

- Medical information;
- Criminal justice information;
- Protected personal information;
- Sensitive law enforcement information;
- Security information.

Disclosure shall occur only as authorized by law.

Section 8.07 Background Investigations

Londonderry shall conduct employment screening and background investigations consistent with its personnel policies and applicable law.

Personnel with access to criminal justice information shall satisfy applicable CJIS Security Policy requirements.

Section 8.08 Professional Development

Londonderry shall encourage continuing education for dispatch personnel through:

- APCO programs;
- State training;
- Emergency management training;
- Communications conferences;
- Technology training;
- Leadership development.

The Parties recognize that investment in employee development enhances the quality and resilience of regional emergency communications services.

Section 8.09 Equal Employment Opportunity and Non-Discrimination

Each Party shall comply with all applicable federal and New Hampshire laws prohibiting discrimination in employment and the provision of governmental services.

Neither Party shall discriminate on the basis of any characteristic protected by applicable law.

Nothing herein shall alter either municipality's authority regarding hiring, discipline, promotion, compensation, or collective bargaining.

Section 8.08 Professional Development

Officials and employees administering this Agreement shall conduct themselves in accordance with applicable municipal ethics policies, RSA Chapter 15-A where applicable, conflict-of-interest statutes, municipal charters, and local ethics ordinances.

Any actual or potential conflict of interest affecting administration of this Agreement shall be promptly disclosed to the appropriate municipal official.

ARTICLE IX

COMMUNICATIONS SYSTEMS, TECHNOLOGY, AND INFORMATION SECURITY

Section 9.01 Purpose

The Parties acknowledge that reliable communications systems are fundamental to effective emergency response. This Article establishes the respective responsibilities for communications technology, system maintenance, cybersecurity, and operational resiliency.

The Parties further recognize that technology will evolve throughout the term of this Agreement. Accordingly, this Agreement is intended to provide a governance framework while allowing reasonable technological improvements without requiring amendment of the Agreement for routine upgrades.

Section 9.02 Communications Center

The Londonderry Fire Department Communications Center shall serve as the primary dispatch center for services provided under this Agreement.

Londonderry shall be responsible for:

- a. Operation of the dispatch center.
 - b. Dispatch workstations.
 - c. CAD workstations.
 - d. Voice logging equipment.
 - e. Recording systems.
 - f. Network connectivity within the dispatch center.
 - g. Physical security of the communications center.
-

Section 9.03 Computer-Aided Dispatch (CAD)

Londonderry shall maintain a Computer-Aided Dispatch (CAD) system capable of documenting emergency incidents and supporting dispatch operations.

The CAD system shall include, where available:

- Incident documentation
- Unit recommendations
- Mapping integration
- Automatic time stamping
- Unit status tracking
- Historical incident reporting
- Mutual aid tracking
- Administrative reporting

Londonderry shall determine CAD operating procedures subject to consultation with Litchfield regarding operational needs.

Section 9.04 Geographic Information Systems (GIS)

Litchfield shall cooperate in maintaining accurate GIS information including:

- Street centerlines
- Address points
- Hydrant locations
- Dry hydrants
- Knox Box locations
- Municipal facilities
- Critical infrastructure
- Hazard locations
- Special occupancy information

Londonderry shall incorporate GIS updates into dispatch operations as practical.

Section 9.05 Radio Communications

Each Party shall remain responsible for ownership, maintenance, licensing, and replacement of its respective radio infrastructure unless otherwise agreed in writing.

The Parties shall cooperate to maintain:

- Interoperability
 - Mutual aid channels
 - Redundant communications
 - Radio discipline
 - Standard terminology
 - Communications testing
-

Section 9.06 Paging Systems

Litchfield shall remain responsible for:

- Fire pagers
- Pager programming
- Pager replacement
- Pager maintenance

Londonderry shall be responsible for initiating paging notifications in accordance with approved operating procedures.

Section 9.07 NG911 Integration

The Parties acknowledge the continuing implementation of Next Generation 911 technologies within New Hampshire.

The Parties shall cooperate in implementing improvements related to:

- Enhanced location accuracy
 - Text-to-911
 - Multimedia communications
 - GIS enhancements
 - Data sharing
 - Future NG911 capabilities
-

Section 9.08 Cybersecurity

Recognizing the increasing threat posed by cyber incidents affecting critical infrastructure, Londonderry shall maintain reasonable administrative, technical, and physical safeguards designed to protect emergency communications systems.

Such safeguards may include:

- Multi-factor authentication;
- Network segmentation;
- Endpoint protection;
- Security monitoring;
- Regular software updates;
- Vulnerability management;
- Backup and recovery procedures;
- Employee cybersecurity awareness training.

Nothing herein shall be construed as guaranteeing immunity from cyber incidents.

Section 9.09 CJIS Compliance

To the extent dispatch personnel access criminal justice information, Londonderry shall maintain compliance with the applicable FBI Criminal Justice Information Services (CJIS) Security Policy and any implementing requirements adopted by the State of New Hampshire.

Litchfield shall cooperate in maintaining compliance for systems and users under its control.

Section 9.10 Technology Governance

Major technology initiatives affecting dispatch operations shall be reviewed by the Joint Administrative Committee before implementation whenever practicable.

Technology planning should consider:

- Operational needs;
 - System compatibility;
 - Cybersecurity;
 - Cost effectiveness;
 - Lifecycle replacement;
 - Regional interoperability.
-

ARTICLE X

CONTINUITY OF OPERATIONS AND EMERGENCY RESILIENCY

Section 10.01 Purpose

The Parties recognize that emergency communications must remain operational during disasters, equipment failures, severe weather, cyber incidents, utility outages, pandemics, or other emergencies.

Accordingly, Londonderry shall maintain a Continuity of Operations Plan ("COOP") designed to support uninterrupted emergency communications to the greatest extent reasonably possible.

Section 10.02 Continuity Planning

The COOP shall address, at a minimum:

- Loss of primary dispatch facility;
 - Electrical power failure;
 - Generator operation;
 - Network failure;
 - Radio system failure;
 - CAD failure;
 - Telephone service disruption;
 - NG911 outage;
 - Cybersecurity incident;
 - Staffing shortages;
 - Severe weather;
 - Regional disasters.
-

Section 10.03 Alternate Dispatch Capability

Londonderry shall make reasonable efforts to maintain alternate dispatch capabilities through redundant systems, backup procedures, or mutual aid arrangements.

The specific method of alternate dispatch may change as technology evolves.

Section 10.04 Operational Priorities During Emergencies

During extraordinary circumstances, Londonderry may prioritize emergency communications necessary to protect life and public safety.

Such prioritization shall not constitute a breach of this Agreement.

Section 10.05 Disaster Recovery

Following any significant operational disruption, Londonderry shall:

- Restore dispatch operations as promptly as reasonably practicable;
 - Preserve dispatch records to the extent feasible;
 - Notify Litchfield of significant service disruptions;
 - Conduct an after-action review when appropriate.
-

Section 10.06 Exercises

The Parties should periodically participate in tabletop exercises or operational drills designed to evaluate:

- Communications continuity;
 - Mutual aid coordination;
 - Technology resiliency;
 - Cyber incident response;
 - Major disaster communications.
-

ARTICLE XI

RECORDS MANAGEMENT, CONFIDENTIALITY, AND INFORMATION SECURITY

Section 11.01 Ownership of Records

Records created by Londonderry in providing services under this Agreement shall remain municipal records of Londonderry, subject to applicable law and any rights of access possessed by Litchfield.

Copies shall be provided upon reasonable request consistent with applicable law.

Section 11.02 Right-to-Know Compliance

The Parties acknowledge their respective obligations under RSA Chapter 91-A.

Each municipality shall remain responsible for responding to Right-to-Know requests directed to that municipality.

The Parties shall cooperate in responding to requests involving records generated under this Agreement.

Section 11.03 Records Retention

Dispatch records shall be retained in accordance with:

- Applicable New Hampshire records retention schedules;
 - Court orders;
 - Litigation holds;
 - Applicable federal and state law.
-

Section 11.04 Confidential Information

The Parties acknowledge that dispatch operations may involve confidential information including:

- Protected health information;
- Criminal justice information;
- Personally identifiable information;
- Security-sensitive information;
- Critical infrastructure information.

Such information shall be disclosed only as authorized by law.

Section 11.05 Audit Rights

Upon reasonable notice and during normal business hours, Litchfield may review records reasonably necessary to verify compliance with this Agreement, provided such review does not compromise confidential information, ongoing investigations, or system security.

Section 11.06 Ownership of Operational Data and Intellectual Property

Operational dispatch records generated under this Agreement shall remain governmental records subject to applicable law.

Ownership shall be allocated as follows:

- CAD incident records shall remain the property of Londonderry while Litchfield shall retain unrestricted governmental access to incidents involving Litchfield.
- GIS data supplied by Litchfield shall remain the property of Litchfield.
- Radio templates, run cards, response plans, and operational response matrices developed by Litchfield shall remain the property of Litchfield.
- Dispatch software configurations, workstation templates, cybersecurity configurations, and dispatch operational procedures developed by Londonderry shall remain the property of Londonderry.

Jointly developed operational procedures, technology configurations, workflow documents, and regional dispatch standards shall be jointly owned by the Parties unless otherwise agreed in writing.

Neither Party shall commercially license or transfer jointly developed materials without written consent of the other Party.

ARTICLE XII

FINANCIAL ADMINISTRATION

Section 12.01 Compensation

Litchfield shall compensate Londonderry for dispatch services in accordance with Exhibit D.

Compensation shall be reviewed annually by the Joint Administrative Committee.

Section 12.02 Billing

Unless otherwise agreed:

- Invoices shall be issued annually in advance.
 - Payment shall be due within thirty (30) days.
 - Delinquent accounts may accrue interest at the statutory rate unless waived by Londonderry.
-

Section 12.03 Annual Review

The Parties shall annually review:

- Staffing costs;
 - Technology expenses;
 - Software licensing;
 - Communications infrastructure;
 - Inflationary impacts;
 - Operational efficiencies.
-

Adjustments shall become effective only upon written approval of both Parties.

Section 12.04 Extraordinary Expenses

Capital improvements or extraordinary expenditures requested exclusively for Litchfield shall require prior written approval before costs are incurred, unless necessary to address an immediate threat to life safety or system integrity.

Section 12.05 Appropriation

The obligations of each municipality are subject to the annual appropriation of funds by its governing body.

Failure to appropriate sufficient funds shall constitute grounds for termination upon reasonable written notice, provided the Parties cooperate to ensure an orderly transition of services.

Section 12.06 Audit

Each Party shall maintain financial records relating to this Agreement in accordance with generally accepted governmental accounting principles.

Upon reasonable request, the Parties shall make such records available for audit or financial review as permitted by law.

Section 12.07 Audit Cooperation for Grant-Funded Programs

Where equipment, software, communications infrastructure, or technology utilized under this Agreement has been acquired using federal or state grant funds, the Parties shall cooperate fully with grant monitoring, audits, inspections, financial reporting, and record retention requirements imposed by the funding agency.

Each Party shall provide reasonable access to records necessary to demonstrate compliance with grant conditions.

ARTICLE XIII

INSURANCE, LIABILITY, RISK ALLOCATION, AND INDEMNIFICATION

Section 13.01 Intent

The Parties recognize that emergency communications are governmental functions involving the exercise of professional judgment under rapidly evolving circumstances. This Article is intended to fairly allocate risk between the Parties while preserving all governmental immunities, defenses, and statutory protections available under New Hampshire law.

Nothing contained herein shall be construed as creating a duty of care to any third party beyond that imposed by applicable law.

Section 13.02 Preservation of Governmental Immunity

Nothing contained in this Agreement shall be construed as:

- a. A waiver of any governmental immunity available under RSA Chapter 507-B;
- b. A waiver of any statutory limitation on damages;
- c. A waiver of sovereign immunity;
- d. A waiver of discretionary function immunity;
- e. A waiver of any common law defenses otherwise available to either Party or their officers, employees, or agents.

The Parties expressly reserve all immunities and defenses available under New Hampshire law.

Section 13.03 Responsibility for Own Acts

Each Party shall remain responsible for the negligent acts or omissions of its own elected officials, officers, employees, and agents to the extent provided by law.

Nothing contained herein shall make either municipality responsible for the independent negligent acts of the other Party.

Section 13.04 Mutual Indemnification

To the extent permitted by New Hampshire law, each Party agrees to defend, indemnify, and hold harmless the other Party, its elected officials, officers, employees, and agents from claims, damages, judgments, costs, or expenses arising solely from the negligent or wrongful acts or omissions of the indemnifying Party or its employees in the performance of this Agreement.

Neither Party shall be obligated to indemnify the other for claims arising from:

- the sole negligence of the other Party;
- willful misconduct of the other Party;
- criminal conduct of the other Party;
- actions outside the scope of this Agreement.

Where liability arises from the concurrent negligence of both Parties, responsibility shall be allocated in proportion to each Party's respective fault as determined by applicable law.

Section 13.05 No Third-Party Beneficiaries

This Agreement is intended solely for the benefit of the Parties.

Nothing contained herein shall create:

- contractual rights in favor of any third party;
 - employment rights;
 - property rights;
 - causes of action not otherwise recognized by law.
-

Section 13.06 Insurance

Each municipality shall maintain insurance or participate in a municipal risk pool providing coverage substantially equivalent to:

- General Liability
- Public Officials Liability
- Employment Practices Liability
- Automobile Liability
- Workers' Compensation
- Property Coverage
- Cyber Liability (if maintained by the municipality)

Evidence of coverage shall be provided upon reasonable request.

Section 13.07 Notice of Claims

Each Party shall promptly notify the other of:

- claims;
- lawsuits;
- notices of potential litigation;
- significant incidents reasonably expected to result in litigation

arising out of this Agreement.

Such notice shall not constitute an admission of liability.

Section 13.08 Defense of Claims

Each Party shall retain authority over the defense of claims brought against it.

Nothing herein shall require either municipality to surrender control of litigation or settlement decisions.

Section 13.09 Limitation of Liability

The Parties acknowledge that emergency communications involve numerous circumstances beyond the control of dispatch personnel, including:

- inaccurate information provided by callers;
- equipment failures;
- weather conditions;
- utility interruptions;
- communications system failures;
- acts of third parties.

Accordingly, Londonderry shall not be deemed in breach of this Agreement solely because emergency communications were adversely affected by circumstances beyond its reasonable control.

ARTICLE XIV

DEFAULT, DISPUTE RESOLUTION, AND TERMINATION

Section 14.01 Good Faith Performance

The Parties agree to administer this Agreement cooperatively and in good faith.

Operational disagreements should, whenever practical, be resolved informally through communication between the Fire Chiefs or their designees.

Section 14.02 Notice of Default

If either Party believes the other has materially breached this Agreement, it shall provide written notice identifying:

- the alleged breach;
 - supporting facts;
 - requested corrective action;
 - proposed time for cure.
-

Section 14.03 Opportunity to Cure

Except in circumstances involving immediate threats to public safety, the allegedly defaulting Party shall have thirty (30) calendar days following receipt of written notice to cure the alleged default or to commence corrective action reasonably satisfactory to the non-defaulting Party.

Section 14.04 Emergency Circumstances

Nothing contained herein shall prevent either Party from taking immediate action reasonably necessary to protect life, property, or public safety during emergencies.

Section 14.05 Informal Resolution

Prior to initiating litigation, the Parties shall meet through their respective Town Managers (or Administrators) and Fire Chiefs in an effort to resolve disputes informally.

Section 14.06 Mediation

If the dispute cannot be resolved informally, the Parties may mutually agree to participate in non-binding mediation before a mediator experienced in municipal law.

Costs shall be shared equally unless otherwise agreed.

Section 14.07 Venue

Any legal action arising under this Agreement shall be brought in a court of competent jurisdiction within the State of New Hampshire.

Nothing herein shall waive jurisdictional defenses otherwise available.

Section 14.08 Termination for Convenience

Either Party may terminate this Agreement without cause upon providing not less than twelve (12) months written notice.

The Parties shall cooperate in implementing the transition procedures contained in Exhibit E.

Section 14.09 Termination for Cause

Either Party may terminate this Agreement for material breach after:

- written notice;
 - reasonable opportunity to cure;
 - failure to cure within the prescribed period.
-

Section 14.10 Obligations Surviving Termination

The following provisions shall survive termination:

- confidentiality;
 - records retention;
 - payment obligations accrued prior to termination;
 - audit rights;
 - indemnification for acts occurring during the Agreement;
 - dispute resolution regarding prior events.
-

ARTICLE XV

AMENDMENT, REVIEW, AND RENEWAL

Section 15.01 Amendments

This Agreement may be amended only by a written instrument approved by the governing body of each Party and executed by their duly authorized representatives.

Where required by RSA Chapter 53-A, amendments shall also receive any approvals required by law before becoming effective.

Section 15.02 Annual Administrative Review

The Joint Administrative Committee shall conduct an annual review addressing:

- service levels;
- financial performance;
- operational issues;
- technology;
- staffing;
- training;
- future capital needs;
- recommended amendments.

Recommendations shall be presented to both governing bodies.

Section 15.03 Periodic Strategic Review

At least every three (3) years, the Parties shall evaluate whether the Agreement should be expanded to include:

- additional dispatch services;
 - regional emergency communications;
 - additional participating municipalities;
 - shared technology initiatives;
 - cooperative purchasing opportunities.
-

ARTICLE XVI

MISCELLANEOUS PROVISIONS

Section 16.01 Notices

Any notice required under this Agreement shall be delivered by:

- personal delivery;
- certified United States Mail;

- nationally recognized overnight carrier; or
- electronic mail with confirmation of receipt, where accepted by both Parties.

Notices shall be directed to the Town Manager of Londonderry and the Town Administrator of Litchfield, or their successors.

Section 16.02 Entire Agreement

This Agreement, together with all incorporated Exhibits, constitutes the entire agreement between the Parties concerning dispatch services and supersedes all prior negotiations, understandings, or agreements relating to the subject matter herein.

Section 16.03 Assignment

Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party.

Section 16.04 Force Majeure

Neither Party shall be deemed in default when performance is delayed or prevented by events beyond its reasonable control, including:

- natural disasters;
- widespread utility failures;
- severe weather;
- flood;
- earthquake;
- wildfire;
- pandemic or epidemic;
- terrorism;
- civil disorder;
- armed conflict;
- cyberattack;
- ransomware;
- prolonged denial-of-service attack;
- compromise of critical infrastructure;
- statewide or federal emergency declaration;
- statewide communications system failure;
- statewide NG911 outage;

- mandatory governmental emergency orders.

The affected Party shall promptly notify the other Party and shall employ commercially reasonable efforts to restore operations through continuity plans, redundant systems, mutual aid, or temporary alternative dispatch arrangements.

Section 16.05 Severability

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Section 16.06 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire.

Section 16.07 Filing and Statutory Compliance

Following execution, this Agreement shall be filed and maintained in accordance with RSA Chapter 53-A and any other applicable statutory requirements.

If review or approval by the Office of the New Hampshire Attorney General is required under applicable law, this Agreement shall not become operative until such approval has been obtained.

Section 16.08 Counterparts and Electronic Signatures

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original.

Electronic signatures transmitted in accordance with applicable law shall be deemed original signatures for all purposes.

Section 16.09 Authority to Execute

Each individual executing this Agreement represents and warrants that he or she has been duly authorized by the governing body of the respective municipality to execute this Agreement.

Section 16.10 Order of Precedence

In the event of any inconsistency among the provisions of this Agreement:

1. The body of this Agreement shall control.
2. Amendments shall control over original provisions to the extent expressly stated.
3. Exhibits shall control only with respect to operational procedures specifically delegated to the Exhibits.
4. Appendices are provided for informational purposes and shall not modify contractual obligations unless expressly incorporated.

SIGNATURE AND APPROVAL PAGES

TOWN OF LONDONDERRY, NEW HAMPSHIRE

By: _____

Name: _____

Title: Town Manager

Date: _____

Date: _____

Approved as to Form:

Town Attorney: _____

Name: _____

Date: _____

Date: _____

Attest:

Town Clerk

Date: _____

TOWN OF LITCHFIELD, NEW HAMPSHIRE

By: _____

Name: _____

Title: Chair, Board of Selectmen

Date: _____

Date: _____

By: _____

Name: _____

Title: Town Administrator

Date: _____

Date: _____

Approved as to Form:

Town Counsel: _____

Name: _____

Date: _____

Date: _____

Attest:

Town Clerk

Date: _____

NEXT DOCUMENTS (INCORPORATED BY REFERENCE)

The following Exhibits are incorporated into this Agreement and shall be attached upon execution:

- **Exhibit A** – Detailed Scope of Dispatch Services
- **Exhibit B** – Service Level Agreement (SLA) and Performance Metrics

- **Exhibit C** – Communications Systems, Technology, and Asset Responsibility Matrix
- **Exhibit D** – Compensation Schedule, Annual CPI Adjustment Methodology, and Billing Procedures
- **Exhibit E** – Operational Transition and Continuity of Operations (COOP) Plan

EXHIBITS

EXHIBIT A

DETAILED SCOPE OF DISPATCH SERVICES

I. PURPOSE

This Exhibit establishes the operational responsibilities of the Londonderry Fire Department Communications Center in providing dispatch services to the Litchfield Fire Department.

The Parties recognize that emergency communications are a mission-critical governmental service requiring professional judgment, operational flexibility, and continuous improvement.

II. CORE SERVICES

Londonderry shall provide twenty-four (24) hour emergency communications services including:

Emergency Call Processing

- Receipt of emergency calls transferred by New Hampshire 911.
- Receipt of direct emergency calls.
- Verification of incident information.
- Prioritization of emergency requests.
- Determination of response assignment utilizing approved Run Cards.

Fire Dispatch

Dispatch of:

- Engines
- Ladders
- Tankers
- Brush Units

- Rescue Companies
 - Command Officers
 - Special Operations Units
 - Fire Investigators when requested
-

Emergency Medical Dispatch

Dispatch of:

- Ambulances
 - EMS First Responders
 - Mutual Aid Ambulances
 - ALS Resources
 - Air Medical Resources upon request
-

Mutual Aid Coordination

Activation of:

- District Mutual Aid
 - Automatic Aid
 - State resources
 - County resources
 - Specialized response teams
-

Communications

Radio communications shall include:

- Primary Dispatch Channel
 - Tactical Channels
 - Mutual Aid Channels
 - Command Channels
 - Statewide Interoperability Channels
-

Incident Documentation

CAD documentation shall include:

- Incident Number

- Incident Type
 - Time Received
 - Time Dispatched
 - Time Enroute
 - Time On Scene
 - Time Available
 - Units Assigned
 - Mutual Aid Agencies
 - Operational Notes
-

Notifications

Dispatch personnel shall provide notifications including:

- Duty Officers
 - Fire Chief
 - Deputy Chief
 - Public Works
 - Emergency Management
 - Utility Companies
 - State Agencies
 - National Weather Service notifications as appropriate
-

III. SERVICES EXCLUDED

Unless separately authorized, dispatch services shall not include:

- Payroll administration
 - Scheduling employees
 - Fire prevention scheduling
 - Permit administration
 - Routine customer service
 - Municipal switchboard operations
 - Non-emergency clerical services
-

EXHIBIT B

SERVICE LEVEL AGREEMENT (SLA)

I. OBJECTIVE

The Parties agree that emergency communications performance should be measured using objective, industry-recognized performance indicators.

The following service levels represent operational goals rather than guarantees.

II. PERFORMANCE MEASURES

The Parties agree that the following benchmarks represent performance objectives and quality improvement measures and shall not constitute contractual guarantees.

Performance Measure	Target
Communications Center Availability	≥99.9% annually
CAD Availability	≥99.5% annually
Radio System Availability	≥99.9% annually
Dispatch Processing (verified emergency incidents)	Dispatch initiated as soon as practical after obtaining sufficient information in accordance with department SOPs
Radio Unit Acknowledgement Monitoring	Communications Center monitors acknowledgements and initiates follow-up when acknowledgements are not received within established SOP timeframes
Communications Outage Notification	Notify affected Fire Chief or designee as soon as practicable, with periodic status updates until restoration
GIS Validation	Annual review
Run Card Review	Annual review or following significant operational changes
QA Review of Dispatch Recordings	Quarterly minimum
Dispatcher Continuing Education	Minimum annual departmental requirement
Cybersecurity Assessment	Annual
Technology Lifecycle Review	Annual
Mutual Aid Communications Exercise	Annual
COOP Exercise	At least once every two years

Annual Joint Administrative Review Required

The annual performance report shall include trend analysis, corrective actions, technology improvements, dispatcher training accomplishments, outage summaries, mutual aid coordination statistics, and recommendations for future operational improvements.

III. QUALITY IMPROVEMENT

Annual review shall include:

- Dispatch accuracy
- CAD documentation
- Radio discipline
- Customer service
- Training compliance
- Significant incidents
- After Action Reviews

IV. REPORTING

Annual reports shall summarize:

- Incident volume
- Fire incidents
- EMS incidents
- Mutual aid incidents
- Communications outages
- Technology upgrades
- Training
- Recommendations

EXHIBIT C

COMMUNICATIONS SYSTEM RESPONSIBILITY MATRIX

System	Owner	Maintenance Replacement
CAD Software	Londonderry	Londonderry Londonderry

System	Owner	Maintenance	Replacement
Dispatch Consoles	Londonderry	Londonderry	Londonderry
Voice Recording System	Londonderry	Londonderry	Londonderry
Radio Dispatch Equipment	Each Owner	Each Owner	Each Owner
Fire Pagers	Litchfield	Litchfield	Litchfield
Mobile Radios	Litchfield	Litchfield	Litchfield
Portable Radios	Litchfield	Litchfield	Litchfield
GIS Data	Shared Responsibility	Shared	Shared
Run Cards	Litchfield	Litchfield	N/A
Network Infrastructure	Londonderry	Londonderry	Londonderry
Cybersecurity Systems	Londonderry	Londonderry	Londonderry

Technology Governance

Technology replacement planning shall occur annually.

Lifecycle planning shall consider:

- Reliability
 - Vendor support
 - Cybersecurity
 - Compatibility
 - Cost
 - Future regional expansion
-

EXHIBIT D

COMPENSATION

Annual Fees

Calendar Year Annual Compensation

2027	\$47,580
2028	\$51,149
2029	\$54,986

Annual CPI Adjustment

Following expiration of the Initial Term, compensation may be adjusted annually based upon:

- Consumer Price Index (Boston-Cambridge-Newton CPI-U), **or**
- Actual documented increase in dispatch operating costs,

subject to approval by both governing bodies.

Extraordinary Costs

The following shall require prior written approval:

- CAD replacement
- Radio infrastructure upgrades
- New software modules
- Dedicated staffing requested solely by Litchfield
- Capital improvements unique to this Agreement

Payment

Invoices shall be issued annually.

Payment due:

Thirty (30) calendar days.

EXHIBIT E

IMPLEMENTATION AND CONTINUITY OF OPERATIONS PLAN

Phase I

Planning

- Execute Agreement
- Attorney review
- Governing body approvals
- Attorney General review (if applicable)

Phase II

Preparation

- Verify Run Cards
 - GIS Validation
 - Radio Testing
 - CAD Configuration
 - Pager Testing
 - Personnel Rosters
 - Contact Lists
-

Phase III

Training

Joint dispatcher orientation

Fire officer orientation

Communications testing

Mutual aid exercises

Tabletop exercise

Phase IV

Go-Live

Operational acceptance

Performance monitoring

Daily coordination meetings (first two weeks)

Thirty-day operational review

Ninety-day performance assessment

Continuity of Operations

During any interruption of dispatch services, Londonderry shall implement the Continuity of Operations Plan utilizing available redundant systems and established emergency procedures.

The Parties shall conduct periodic COOP exercises and revise procedures as technology and operational needs evolve.

APPENDIX A

STATUTORY AUTHORITY

This Agreement is intended to operate pursuant to, and consistent with, the following authorities:

- RSA Chapter 53-A – Agreements Between Governmental Units
- RSA Chapter 154 – Fire Protection
- RSA 153-A:19 – EMS Mutual Aid
- RSA Chapter 507-B – Liability of Governmental Units
- RSA Chapter 91-A – Right-to-Know Law
- Applicable New Hampshire Bureau of EMS administrative rules
- Applicable FCC regulations
- National Incident Management System (NIMS)
- Incident Command System (ICS)
- FBI Criminal Justice Information Services (CJIS) Security Policy

APPENDIX B

RECOMMENDED ANNUAL REVIEW AGENDA

1. Financial Review
2. Service Levels
3. Response Statistics
4. Technology Roadmap
5. Cybersecurity Assessment
6. Staffing and Training
7. Mutual Aid Performance
8. Customer Feedback
9. Proposed Amendments
10. Strategic Planning

INTERMUNICIPAL EMERGENCY MEDICAL SERVICES AGREEMENT

Between

The Town of Londonderry, New Hampshire

and

The Town of Litchfield, New Hampshire

DRAFT FOR MUNICIPAL COUNSEL REVIEW

Prepared for review as a comprehensive intermunicipal agreement for the provision of emergency medical services and ambulance service by the Londonderry Fire Department to the Town of Litchfield. This draft is intended for municipal counsel, governing body, Fire Department, finance, and operational review before execution.

Prepared Pursuant to:

- RSA Chapter 53-A - Intergovernmental agreements and cooperative governmental services
- RSA Chapter 154 - Municipal fire department organization, fire service authority, and aid outside district
- RSA Chapter 153-A - Emergency medical and trauma services, EMS licensing, medical control, rulemaking, and mutual aid
- RSA 153-A:19 - Emergency medical services mutual aid
- RSA 153-A:20 and 153-A:20-a - EMS rulemaking and patient care protocols
- RSA Chapter 507-B - Governmental liability and immunity
- RSA Chapter 91-A - Right-to-Know Law and public records
- NH Admin. Rules Saf-C 5900 - Emergency Medical Services Rules
- HIPAA and related privacy laws - Protected health information and confidentiality
- Applicable CMS / Medicare / Medicaid ambulance billing requirements - Ambulance billing, medical necessity, claims documentation, and reimbursement
- NIMS / ICS - Incident management and command structure
- Applicable controlled substance laws and regulations - Security, accountability, and handling of controlled medications

REVISION HISTORY

Version	Date	Description	Prepared By	Reviewed By
1.0	Draft	Initial comprehensive EMS IMA prepared using the Intermunicipal Dispatch Services Agreement structure as the template and incorporating ambulance-specific provisions.	Town Manager / Designee	Municipal Counsel
1.1	Pending	Publication-format review, legal edits, exhibit verification, rate confirmation, and governing body review.	Town Manager / Designee	Municipal Counsel

TABLE OF AUTHORITIES

Authority	Subject Matter	Document References
RSA Chapter 53-A	Intergovernmental agreements and cooperative governmental services	Preamble; Recitals; Article I; Article XVI; Appendix A
RSA Chapter 154	Municipal fire department organization, fire service authority, and aid outside district	Preamble; Recitals; Article I; Articles VII and X; Appendix A
RSA Chapter 153-A	Emergency medical and trauma services, EMS licensing, medical control, rulemaking, and mutual aid	Preamble; Recitals; Articles I, V, VIII, IX, X; Appendix A
RSA 153-A:19	Emergency medical services mutual aid	Preamble; Recitals; Articles I, V, VII, X; Appendix A
RSA 153-A:20 and 153-A:20-a	EMS rulemaking and patient care protocols	Preamble; Recitals; Articles I, VIII, IX; Appendix A
RSA Chapter 507-B	Governmental liability and immunity	Preamble; Article XIII; Appendix A
RSA Chapter 91-A	Right-to-Know Law and public records	Preamble; Article XI; Appendix A
NH Admin. Rules Saf-C 5900	Emergency Medical Services Rules	Preamble; Articles I, VIII, IX; Appendix A
HIPAA and related privacy laws	Protected health information and confidentiality	Preamble; Articles VIII and XI; Appendix A
Applicable CMS / Medicare / Medicaid ambulance billing requirements	Ambulance billing, medical necessity, claims documentation, and reimbursement	Preamble; Article XII; Exhibit D; Appendix A
NIMS / ICS	Incident management and command structure	Preamble; Articles VII and X; Appendix A
Applicable controlled substance laws and regulations	Security, accountability, and handling of controlled medications	Preamble; Articles VIII and IX; Appendix A

DEFINED-TERM INDEX

Defined Term	Definition Location	General Meaning
Agreement	Article II	This Intermunicipal Emergency Medical Services Agreement, including exhibits, appendices, and amendments.
ALS	Article II	Advanced Life Support care provided by appropriately licensed and credentialed personnel.
Ambulance	Article II	A licensed EMS vehicle equipped and staffed for patient care and transport.
Ambulance Service Area	Article II	The Town of Litchfield and any additional area expressly authorized by this Agreement or mutual aid protocols.
BLS	Article II	Basic Life Support care provided by appropriately licensed and credentialed personnel.
Communications Center	Article II	The Londonderry Fire Department communications and dispatch center or successor dispatch center.

Defined Term	Definition Location	General Meaning
Controlled Substance	Article II	Medication subject to applicable federal and state controlled drug requirements.
CQI / QA	Article II	Clinical quality improvement and quality assurance activities.
EMS Incident	Article II	Any emergency or non-emergency request for ambulance service, EMS care, or patient transport.
ePCR	Article II	Electronic patient care report or successor patient care documentation system.
First Responder	Article II	Litchfield Fire Department personnel providing initial EMS support before or with the transporting ambulance.
Incident Commander	Article II	Person designated under NIMS/ICS to direct on-scene operations.
Medical Control	Article II	Medical supervision, direction, authorization, and accountability for EMS care.
Medical Director	Article II	Physician responsible for medical oversight of EMS services under applicable law.
Mutual Aid	Article II	Provision of EMS, fire, rescue, or related emergency resources by one jurisdiction to another.
Non-Emergency Transport	Article II	A medically appropriate ambulance transport that is not an emergency response.
Party / Parties	Preamble	Londonderry and Litchfield individually or collectively.
Patient Billing	Article XII	Billing and collection activity for ambulance services and related patient care charges.
Run Cards / Response Plans	Article II; Article VII	Approved response assignments and operational plans used to dispatch resources.

Formatting Note: This manual index is intended to support legal review. Counsel may convert these entries into Word index fields during final production if a live defined-term index is required.

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PREAMBLE

This Intermunicipal Emergency Medical Services Agreement ("Agreement") is entered into by and between the Town of Londonderry, New Hampshire, a municipal corporation organized under the laws of the State of New Hampshire, acting by and through its Town Council and Town Manager, with its principal offices located at 268B Mammoth Road, Londonderry, New Hampshire 03053 ("Londonderry"), and the Town of Litchfield, New Hampshire, a municipal corporation organized under the laws of the State of New Hampshire, acting by and through its Board of Selectmen and Town Administrator, with its principal offices located at 10 Liberty Way, Litchfield, New Hampshire 03052 ("Litchfield").

Londonderry and Litchfield are sometimes referred to individually as a "Party" and collectively as the "Parties."

The Parties recognize that modern emergency medical services require substantial investments in personnel, clinical training, medical oversight, vehicles, equipment, technology, controlled substance accountability, patient documentation, patient billing compliance, and operational resiliency.

Accordingly, the Parties desire to establish a long-term intermunicipal partnership under which Londonderry shall provide emergency medical services and ambulance transport to Litchfield while preserving the operational authority of each municipality and promoting the health, safety, and welfare of their residents.

RECITALS

WHEREAS, RSA Chapter 53-A authorizes municipalities to jointly exercise governmental powers and to enter into agreements for the cooperative provision of governmental services;

WHEREAS, RSA Chapter 154 authorizes municipal fire departments to provide fire and emergency services and recognizes the public purpose of cooperative public safety operations;

WHEREAS, RSA Chapter 153-A establishes the statutory framework for emergency medical and trauma services in New Hampshire, including EMS licensing, medical control, protocols, and mutual aid;

WHEREAS, RSA 153-A:19 authorizes emergency medical service providers and municipalities to establish mutual aid arrangements to improve emergency medical response and public safety;

WHEREAS, Londonderry operates a Fire Department capable of providing emergency medical services and ambulance transport on a continuous basis;

WHEREAS, Litchfield has determined that contracting with Londonderry for ambulance services will improve operational efficiency, strengthen emergency response capabilities, reduce unnecessary duplication of resources, and support resilient public safety service delivery;

WHEREAS, the Parties desire to establish clear responsibilities regarding governance, operational performance, clinical oversight, financial administration, patient billing, technology, records, liability allocation, continuity of operations, and future system improvements;

WHEREAS, the governing bodies of both municipalities have determined that entering into this Agreement serves a valid governmental purpose and is in the best interests of their respective residents;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows.

ARTICLE I

AUTHORITY AND PURPOSE

Section 1.01 Statutory Authority

This Agreement is entered pursuant to the authority granted by, including but not limited to, RSA Chapter 53-A, RSA Chapter 154, RSA Chapter 153-A, RSA 153-A:19, RSA Chapter 507-B, RSA Chapter 91-A, New Hampshire Administrative Rules Saf-C 5900, and other applicable federal, state, and local law.

Nothing contained in this Agreement shall be interpreted as limiting any authority otherwise granted to either municipality, its governing body, its Fire Chief, or its emergency medical service personnel under New Hampshire law.

Section 1.02 Public Purpose

The Parties find that the regional provision of emergency medical services and ambulance transport constitutes a legitimate governmental purpose by protecting life and health, improving emergency response, strengthening regional resiliency, supporting continuity of emergency medical care, reducing unnecessary duplication of governmental services, and maximizing taxpayer value through cooperative service delivery.

- Improve the availability and reliability of ambulance service for Litchfield residents and visitors.
- Support a sustainable regional EMS model capable of meeting increasing operational, clinical, regulatory, and financial demands.
- Provide clear expectations for governance, operations, medical oversight, financial administration, risk allocation, and continuous improvement.
- Preserve the statutory authority and municipal autonomy of each Party.

Section 1.03 Nature of Agreement

This Agreement constitutes an intermunicipal cooperative agreement for governmental emergency medical services. It does not create a new governmental entity, merge municipal departments, alter municipal boundaries, transfer ownership of municipal assets except as expressly provided, or diminish the authority of either governing body.

Londonderry shall provide ambulance service to Litchfield as an independent municipal service provider. Litchfield shall remain an independent municipality responsible for its own governance, budget, personnel, emergency management, and fire department operations except as expressly provided herein.

Section 1.04 Scope

Londonderry shall provide emergency and authorized non-emergency ambulance services to the Town of Litchfield in accordance with this Agreement and the Exhibits incorporated herein.

The Parties acknowledge that ambulance service is intended to support emergency medical response, patient assessment, treatment, transport, Advanced Life Support, Basic Life Support, mutual aid coordination, mass casualty response, special event support when approved, and related services authorized by the Londonderry Fire Chief and consistent with applicable law and EMS protocols.

Section 1.05 Independent Governmental Authority

Each Party retains complete authority over municipal governance, budgeting, appropriations, personnel, collective bargaining, purchasing, capital planning, emergency management, fire operations, and EMS policies under its respective control.

Ambulance service authority delegated under this Agreement shall not be interpreted as transferring operational command of emergency incidents in Litchfield. Incident command shall remain with Litchfield or the appropriate responding agency as provided in Article VII.

Section 1.06 Good Faith Cooperation

The Parties agree to cooperate in good faith to achieve the objectives of this Agreement through regular communication, joint planning, collaborative problem solving, professional courtesy, transparent financial administration, and continuous improvement of EMS service delivery.

Section 1.07 Compliance with Applicable Law

Each Party shall perform its obligations under this Agreement in accordance with all applicable federal, state, and local constitutions, statutes, regulations, administrative rules, executive orders, ordinances, medical protocols, and legally adopted policies governing emergency medical services, ambulance transport, public records, privacy, billing, reimbursement, controlled substances, employment practices, municipal operations, emergency management, and public safety.

- RSA Chapter 53-A;
- RSA Chapter 154;
- RSA Chapter 153-A, including applicable provisions relating to EMS licensing, medical control, protocols, mutual aid, and rulemaking;
- New Hampshire Administrative Rules Saf-C 5900;
- State of New Hampshire EMS patient care protocols and medical control requirements;
- HIPAA and other applicable privacy and confidentiality laws;
- Applicable Medicare, Medicaid, and commercial insurance billing requirements;
- Applicable controlled substance, infection control, occupational safety, and vehicle safety requirements;
- National Incident Management System and Incident Command System principles.

Should any provision of this Agreement conflict with subsequently enacted law or mandatory regulatory requirements, the Parties shall promptly negotiate amendments necessary to maintain compliance while preserving the intent of this Agreement to the greatest extent practicable.

ARTICLE II DEFINITIONS

Section 2.01 Definitions

For purposes of this Agreement, the following terms shall have the meanings set forth below. Additional operational definitions may be set forth in the Exhibits and incorporated into this Agreement.

"Agreement" means This Intermunicipal Emergency Medical Services Agreement, including all exhibits, appendices, amendments, and documents expressly incorporated by reference.

"Advanced Life Support or ALS" means Emergency medical care at a level authorized by applicable New Hampshire EMS protocols and provided by appropriately licensed and credentialed personnel.

"Ambulance" means A licensed emergency medical service vehicle equipped, supplied, and staffed for patient assessment, treatment, and transport in accordance with applicable law and EMS rules.

"Ambulance Service Area" means The geographic area for which Londonderry provides ambulance services under this Agreement, consisting of the Town of Litchfield and any additional area authorized by mutual aid, automatic aid, or other written protocols.

"Basic Life Support or BLS" means Emergency medical care at the basic level authorized by applicable New Hampshire EMS protocols and provided by appropriately licensed and credentialed personnel.

"Communications Center" means The Londonderry Fire Department communications and dispatch center, or any successor dispatch center utilized by Londonderry for services under this Agreement.

"Controlled Substance" means Any medication or substance subject to controlled drug requirements under applicable federal or state law, regulation, medical protocol, or departmental policy.

"CQI / QA" means Clinical quality improvement and quality assurance activities undertaken to evaluate and improve EMS operations, patient care, documentation, training, and system performance.

"Emergency Medical Services or EMS" means Services used in responding to an individual's perceived need for immediate medical care, including assessment, treatment, stabilization, transport, refusal documentation, and related emergency medical functions.

"EMS Incident" means Any request for emergency medical response, ambulance service, patient care, patient transport, standby coverage, mutual aid, or other EMS activity covered by this Agreement.

"ePCR" means An electronic patient care report or successor patient care documentation system used to document EMS care, transport, refusal, and related information.

"First Responder" means Litchfield Fire Department personnel who provide initial emergency medical care or scene support before arrival of, or in conjunction with, the transporting ambulance.

"Incident Commander" means The individual designated in accordance with NIMS, ICS, applicable law, and local operating guidelines to direct on-scene operations.

"Medical Control" means Medical supervision, medical direction, authorization, and accountability for EMS care, including standing orders, online medical consultation, protocol interpretation, clinical review, and medical oversight.

"Medical Director" means A physician responsible for medical oversight of EMS services, clinical credentialing, protocol compliance, clinical quality improvement, and related medical control responsibilities under applicable law.

"Mutual Aid" means The provision of emergency medical, ambulance, fire, rescue, or related public safety resources by one jurisdiction or agency to another pursuant to applicable agreements, protocols, or lawful requests.

"Non-Emergency Transport" means A medically appropriate ambulance transport that is not an emergency response and that is subject to unit availability, operational priorities, medical necessity documentation, and billing requirements.

"Patient Billing" means Billing, claims submission, collection, posting, adjustment, reporting, and related financial administration for ambulance services and patient care charges.

"Run Cards / Response Plans" means Approved dispatch assignments, response plans, or operational matrices used to determine the appropriate EMS, ambulance, first response, mutual aid, or special resource response.

Section 2.02 Interpretation

Words importing the singular include the plural, and words importing the plural include the singular. References to statutes, rules, protocols, or regulations include successor provisions, amendments, and mandatory replacement authorities.

Headings are provided for convenience and shall not limit the scope or meaning of any provision.

ARTICLE III

TERM, EFFECTIVE DATE, RENEWAL, AND TRANSITION

Section 3.01 Effective Date

This Agreement shall become effective upon approval by the governing body of each Party, execution by authorized representatives of each Party, receipt of any approvals required under RSA Chapter 53-A, and completion of implementation activities identified in Exhibit E.

Unless otherwise specified by written agreement of the Parties, the operational commencement date for ambulance services shall be January 1, 2027, at 12:01 a.m.

Section 3.02 Initial Term

The initial term of this Agreement shall commence on the Effective Date and continue through December 31, 2029, unless sooner terminated in accordance with this Agreement.

This Agreement supersedes all prior ambulance service agreements between the Town of Londonderry and the Town of Litchfield concerning the same subject matter, except for obligations that expressly survive under prior agreements or by law.

Section 3.03 Renewal

Upon expiration of the Initial Term, this Agreement may be renewed for successive terms by written agreement approved by both governing bodies.

The Parties shall commence renewal discussions not less than twelve (12) months before expiration to allow for budget planning, operational review, and public policy consideration by both municipalities.

Section 3.04 Transition Planning

The Parties acknowledge that uninterrupted ambulance service is essential to public safety. Operational transition activities shall begin no later than ninety (90) days prior to implementation unless the Parties establish a different schedule in writing.

- Confirmation of EMS unit licensing and ambulance deployment plan;
- Medical Director coordination and clinical credentialing review;
- Run card and dispatch protocol verification;
- Radio communications and paging testing;
- Hospital destination and notification review;
- ePCR configuration and data sharing procedures;
- Ambulance billing setup and rate confirmation;
- Training with Litchfield first responders;
- Controlled substance and medication accountability review;
- Final operational readiness review.

Section 3.05 Transition Following Termination

Should this Agreement terminate for any reason, both Parties shall cooperate in good faith to ensure an orderly transition of ambulance services to another provider or operating model.

- Transfer or export of records to the extent legally permissible;
- Coordination with New Hampshire 911 and dispatch providers;
- Notification to mutual aid partners and receiving hospitals as appropriate;
- Run card and response plan updates;

- Resolution of patient billing and outstanding financial obligations;
- Protection of confidential records and ePCR data;
- Operational planning to avoid gaps in emergency medical coverage.

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ARTICLE IV

GOVERNANCE AND ADMINISTRATION

Section 4.01 Joint EMS Administrative Committee

The Parties hereby establish a Joint EMS Administrative Committee for oversight, coordination, review, and continuous improvement. The Committee shall not possess independent governmental authority and shall act in an advisory and coordinating capacity.

Section 4.02 Membership

The Committee shall consist of the following representatives, or their designees, with additional technical advisors invited as needed.

- For Londonderry: Town Manager, Fire Chief, EMS Division representative, Finance Director or designee, and ambulance billing representative as needed.
- For Litchfield: Town Administrator, Fire Chief, EMS officer or designee, Finance Director or designee, and other operational representatives as designated by Litchfield.
- The EMS Medical Director may participate as a clinical advisor when clinical, CQI, credentialing, protocol, or patient care matters are under review.

Section 4.03 Duties

The Committee shall review and coordinate matters necessary for effective implementation and administration of this Agreement, including but not limited to annual performance, service levels, operational concerns, clinical quality improvement, patient billing trends, technology needs, communications, mutual aid utilization, training, equipment planning, public education, and recommended amendments.

- Review annual EMS incident volume and transport data.
- Review ALS and BLS service delivery, unit availability, and mutual aid utilization.
- Evaluate patient billing collections and rate recommendations.
- Review operational concerns and proposed corrective action plans.
- Evaluate training, CQI, safety, and infection control practices.
- Recommend improvements for resilience, customer service, and cost-effectiveness.

Section 4.04 Meetings

The Committee shall meet at least annually, quarterly during the first year following implementation, at the request of either Fire Chief, following any significant EMS service disruption, or after a significant incident when review is appropriate.

Meetings shall be documented through agendas, notes, or annual reports as appropriate, subject to applicable public meeting and public record requirements.

Section 4.05 Annual Report

Londonderry shall prepare an annual report summarizing EMS services provided under this Agreement. The report shall be provided to Litchfield and may be presented to both governing bodies.

- Total EMS incidents and ambulance transports;
- Emergency and non-emergency transport activity;
- ALS and BLS utilization;
- Mutual aid requests made and received;
- Significant service interruptions;

- Clinical QA/CQI summary information appropriate for disclosure;
- Training and credentialing summary;
- Patient billing and collection summary;
- Recommended operational and financial improvements.

Section 4.06 Operational Authority

Nothing contained herein shall diminish the statutory authority of either Fire Chief. Londonderry shall retain authority over Londonderry ambulance operations, staffing, clinical oversight, and patient transport operations. Litchfield shall retain authority over Litchfield fire department operations, first response operations, local emergency management, and incident command within Litchfield unless command is lawfully transferred or unified command is established.

Section 4.07 Continuous Improvement

The Parties agree to utilize continuous improvement principles in evaluating EMS operations. Review should focus on reliability, safety, patient care quality, response effectiveness, fiscal responsibility, staff development, customer service, and readiness for future regional service needs.

ARTICLE V

SCOPE OF EMS AND AMBULANCE SERVICES

Section 5.01 General Services

Londonderry shall provide continuous emergency and authorized non-emergency ambulance services to Litchfield twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year, including holidays, subject to the limitations and operational priorities set forth in this Agreement.

- Emergency ambulance response and transport;
- ALS and BLS patient care when appropriately staffed and clinically indicated;
- Paramedic-level response when available or required by the nature of the medical emergency;
- ALS intercept services when a higher level of care is needed at the scene or during transport;
- Mutual aid coordination for EMS resources;
- Patient refusal assessment and documentation when applicable;
- Emergency medical standby coverage when approved;
- Mass casualty and disaster response consistent with available resources and mutual aid protocols;
- Patient billing and related ambulance revenue administration.

Section 5.02 Emergency Ambulance Response

Londonderry shall dispatch or cause the dispatch of an ambulance in response to requests received from New Hampshire 911, the applicable dispatch center, Litchfield public safety officials, mutual aid partners, or other lawful requestors consistent with approved run cards and protocols.

Dispatch of a Londonderry ambulance shall be based on incident information available at the time of dispatch, approved run cards, unit availability, clinical priority, and operational judgment.

Section 5.03 Non-Emergency Ambulance Service

Non-emergency ambulance transports may be provided when authorized by Londonderry, clinically appropriate, operationally available, and not reasonably expected to compromise emergency coverage. Nothing herein shall require Londonderry to provide scheduled, repetitive, or interfacility transports when doing so would impair emergency service readiness.

Non-emergency transports shall be subject to medical necessity documentation, physician certification requirements when applicable, payer requirements, and patient billing procedures.

Section 5.04 ALS Intercept and Higher Level of Care

When available or clinically indicated, Londonderry shall provide ALS intercept services to the Town of Litchfield when a higher level of emergency medical skill is needed at the scene or during transport.

If a Londonderry paramedic or appropriate ALS provider is not available, Londonderry or the Communications Center shall coordinate mutual aid for ALS resources through existing mutual aid agreements, regional protocols, or operational procedures.

Section 5.05 Litchfield First Responder Support

Litchfield Fire Department personnel who are properly certified, licensed, credentialed, and authorized may provide first responder services, assist Londonderry EMS personnel at the scene, and when appropriate accompany Londonderry EMS personnel during transport to a receiving facility.

Litchfield personnel remain employees or agents of Litchfield and shall remain subject to Litchfield supervision, workers' compensation, personnel policies, and operational direction, except that patient care

provided in conjunction with Londonderry ambulance operations shall be coordinated with the attending EMS provider and applicable medical control requirements.

Section 5.06 Destination Decisions and Transport

Destination decisions shall be made in accordance with applicable patient care protocols, medical control, patient condition, patient choice when appropriate, hospital capability, regional diversion status, and operational circumstances.

Londonderry EMS personnel shall retain professional responsibility for patient care during transport and shall exercise clinical judgment consistent with their licensure, protocols, and medical direction.

Section 5.07 Service Limitations

Unless specifically authorized by written amendment or written operational approval, Londonderry shall not be responsible for routine Litchfield municipal customer service, fire prevention administration, inspection scheduling, permit administration, Litchfield personnel scheduling, payroll administration, facility maintenance, or non-EMS clerical services.

Nothing in this Agreement shall be interpreted as a guarantee that a Londonderry ambulance will be immediately available for every incident under all circumstances. Emergency services are subject to simultaneous incidents, weather, disasters, staffing, vehicle failures, mutual aid demands, hospital delays, force majeure events, and other operational conditions beyond the reasonable control of the Parties.

Section 5.08 Operational Flexibility

The Parties recognize that EMS incidents require professional judgment. Nothing contained in this Agreement shall prevent Londonderry EMS personnel, dispatch personnel, Litchfield first responders, or the Incident Commander from exercising reasonable operational discretion to protect life, patient safety, responder safety, or public safety during rapidly evolving emergencies, provided such actions are consistent with applicable law, protocols, and available resources.

ARTICLE VI

SERVICE LEVELS, PERFORMANCE STANDARDS, AND QUALITY ASSURANCE

Section 6.01 Purpose

The Parties recognize that EMS and ambulance operations constitute critical public safety functions. The purpose of this Article is to establish measurable service expectations while acknowledging that no EMS system can guarantee uninterrupted service, identical response times, or particular patient outcomes under all circumstances.

Performance standards shall be evaluated using aggregate metrics, trends, after-action reviews, and continuous improvement methods rather than isolated events.

Section 6.02 Hours of Operation

Londonderry shall provide ambulance services twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year, including holidays, subject to operational limitations and continuity provisions contained in this Agreement.

Section 6.03 Staffing and Licensure

Londonderry shall use reasonable professional efforts to staff ambulance units with personnel licensed, certified, credentialed, and trained in accordance with applicable law, EMS rules, medical protocols, departmental policies, and operational needs.

The minimum staffing level for any ambulance response shall comply with applicable New Hampshire EMS requirements. ALS staffing shall be provided when available, clinically indicated, and operationally feasible.

Section 6.04 Response Performance Objectives

Londonderry shall use reasonable professional efforts to provide timely ambulance response to EMS incidents in Litchfield. Response performance shall be reviewed annually using available dispatch, CAD, and ePCR data.

- Emergency response initiated as soon as practical after dispatch;
- Ambulance response monitored through dispatch and unit status reporting;
- Mutual aid requested when a Londonderry ambulance is unavailable or additional resources are needed;
- Command notification for significant incidents, delayed responses, mass casualty events, or extraordinary service interruptions;
- Annual trend review of incident volume, response patterns, and mutual aid utilization.

These objectives are operational goals and shall not create contractual guarantees, third-party rights, private causes of action, or standards of care beyond those imposed by applicable law.

Section 6.05 Clinical Quality Assurance and Improvement

Londonderry shall maintain a clinical quality assurance and quality improvement program appropriate for the EMS services provided under this Agreement. The program may include review of patient care documentation, protocol compliance, high-risk or low-frequency procedures, medication administration, refusals, complaints, clinical outcomes when available, and significant incidents.

Clinical QA/CQI information shall be handled in a manner consistent with applicable confidentiality, peer review, patient privacy, and medical oversight requirements.

Section 6.06 Training and Professional Development

Londonderry shall maintain training and continuing education programs for EMS personnel assigned to provide services under this Agreement. Litchfield shall maintain training appropriate for its first responder role and shall cooperate with joint training when practical.

- State EMS continuing education requirements;
- Applicable protocol updates;
- Cardiac arrest and high-acuity patient care review;
- Mass casualty and incident command training;
- Radio communications and interoperability;
- Infection control and responder safety;
- Documentation and billing compliance awareness;
- Customer service, professionalism, and public trust.

Section 6.07 Performance Reporting

At least annually, Londonderry shall provide Litchfield with a report summarizing EMS service activity, performance trends, mutual aid utilization, significant operational issues, training accomplishments, and recommended improvements. The report may include aggregate clinical quality information that can be disclosed consistently with law and patient confidentiality requirements.

Section 6.08 Continuous Improvement

The Parties shall periodically evaluate opportunities for improvement, including updated response plans, enhanced first responder integration, improved documentation, EMS technology upgrades, regional cooperation, patient billing improvements, training, equipment modernization, and alternative deployment models.

ARTICLE VII

OPERATIONAL RESPONSIBILITIES

Section 7.01 Responsibilities of Londonderry

Londonderry shall be responsible for the following obligations, subject to appropriations, available resources, applicable law, and the terms of this Agreement.

- Operate, staff, and supervise Londonderry ambulances assigned to provide services under this Agreement;
- Maintain EMS unit licensing, ambulance licensure, and personnel credentialing under applicable requirements;
- Provide appropriately equipped ambulances and EMS personnel;
- Maintain ambulance operating procedures, patient care documentation procedures, and related policies;
- Dispatch or coordinate dispatch of ambulances in accordance with approved response plans;
- Coordinate mutual aid when necessary;
- Provide patient billing and collection administration unless otherwise agreed;
- Maintain ePCR records and EMS operational records;
- Conduct clinical QA/CQI and operational reviews;
- Protect confidential patient and operational information;
- Coordinate with receiving hospitals, medical control, dispatch, and mutual aid agencies as appropriate;
- Notify Litchfield command staff of significant operational issues affecting Litchfield coverage.

Section 7.02 Responsibilities of Litchfield

Litchfield shall be responsible for the following obligations, subject to appropriations, available resources, applicable law, and the terms of this Agreement.

- Maintain first responder capability as determined by Litchfield;
- Provide current personnel rosters, certifications, and contact information relevant to EMS operations;
- Maintain Litchfield-owned EMS, fire, radio, paging, and station equipment unless otherwise agreed;
- Provide accurate address, mapping, access, Knox Box, special hazard, and critical facility information;
- Assist with scene access, patient movement, landing zone support, traffic control coordination, and incident command as appropriate;
- Designate command staff authorized to coordinate operational changes with Londonderry;
- Participate in annual operational reviews and joint training;
- Promptly notify Londonderry of operational changes affecting EMS response, station access, communications, or first responder operations;
- Cooperate with patient billing inquiries, documentation requests, or payer requirements when Litchfield information is necessary.

Section 7.03 Run Cards and Response Plans

The Parties shall jointly develop and maintain approved run cards or response plans establishing EMS response assignments, first responder activation, ambulance response, mutual aid triggers, special resources, and command notifications.

Run cards and response plans shall be reviewed at least annually and after significant operational changes. Londonderry may deviate from response plans when immediate modification is necessary to protect life, patient safety, responder safety, or property.

Section 7.04 Incident Command

Ambulance responsibilities under this Agreement shall not alter incident command authority. Litchfield Fire Department personnel shall be the designated Incident Commander at emergency scenes in the Town of Litchfield unless command is delegated, transferred, or unified command is established in accordance with NIMS, ICS, applicable law, or local operating guidelines.

Londonderry EMS personnel shall coordinate patient care with the Incident Commander while retaining clinical responsibility for patient assessment, treatment, transport, and related medical decisions under applicable protocols and medical control.

Section 7.05 Mutual Aid

When requested, authorized by run cards, or necessary due to simultaneous incidents, Londonderry shall coordinate EMS mutual aid resources through applicable mutual aid agreements, dispatch procedures, regional resources, or other lawful mechanisms.

Nothing herein shall limit the authority of the Incident Commander, Fire Chief, or attending EMS provider to request additional resources when necessary to protect life or public safety.

Section 7.06 Extraordinary Events

During extraordinary events, including major fires, mass casualty incidents, severe weather, hazardous materials incidents, regional disasters, pandemics, cyber incidents, hospital diversion, prolonged hospital turnaround delays, or multiple simultaneous EMS incidents, Londonderry may implement emergency operating procedures reasonably necessary to maintain continuity of public safety services.

The Parties acknowledge that ambulance availability and response priorities may temporarily change during extraordinary events and that mutual aid may be required.

ARTICLE VII-A

OPERATIONAL AND CLINICAL DEFICIENCY NOTICE AND CURE

Section 7A.01 Operational Improvement Notice

The Parties recognize that not every operational concern constitutes a material breach of contract. Operational or clinical deficiencies may include recurring response issues, documentation concerns, communication failures, equipment concerns, training deficiencies, billing documentation concerns, or other service issues that do not materially impair public safety.

Upon identifying such a deficiency, either Party may issue a written Operational Improvement Notice describing the observed deficiency, supporting information, recommended corrective action, and proposed completion schedule.

Section 7A.02 Response and Corrective Action

Within fifteen (15) calendar days after receipt of an Operational Improvement Notice, the receiving Party shall acknowledge receipt and provide one of the following: a corrective action plan, a proposed alternative resolution, a request for additional information, or a written explanation why corrective action is unnecessary.

Operational deficiencies shall not constitute an Event of Default unless they remain substantially uncorrected following a reasonable opportunity to cure or rise to the level of a material breach under Article XIV.

Section 7A.03 Clinical Review Matters

Clinical matters involving patient care, provider credentialing, protocol compliance, medical control, controlled substances, or confidential patient records shall be handled through appropriate EMS medical oversight, QA/CQI, privacy, and legal channels. Nothing in this Article shall require disclosure of privileged, confidential, peer review, or protected health information except as authorized by law.

ARTICLE VIII

CLINICAL OPERATIONS, MEDICAL DIRECTION, AND PATIENT CARE

Section 8.01 Medical Direction

EMS services provided under this Agreement shall operate under applicable medical direction, medical control requirements, State of New Hampshire EMS protocols, and Londonderry Fire Department clinical policies.

The EMS Medical Director shall have clinical oversight authority consistent with applicable law, protocols, credentialing standards, and professional responsibilities. Administrative provisions of this Agreement shall not override clinical requirements imposed by medical control or applicable law.

Section 8.02 Provider Credentialing and Scope of Practice

EMS personnel providing patient care under this Agreement shall be appropriately licensed, certified, credentialed, and authorized to perform the level of care provided. Personnel shall function within their scope of practice, standing orders, online medical control instructions, and departmental policies.

Litchfield personnel assisting with patient care shall be authorized to do so based on licensure, certification, credentialing, medical direction requirements, and operational approval. The Parties shall coordinate as necessary to ensure that first responder roles are clear and clinically appropriate.

Section 8.03 Patient Care Standards

Patient care shall be provided in a professional, compassionate, clinically appropriate, and legally compliant manner. EMS personnel shall evaluate patients, provide care within authorized protocols, communicate with receiving facilities, obtain medical control when required, and document care accurately.

- Patient assessment and triage;
- Appropriate ALS or BLS care;
- Medication administration when authorized;
- Airway, cardiac, trauma, pediatric, geriatric, behavioral health, and other protocol-based care;
- Patient refusal assessment and documentation;
- Receiving facility notification and transfer of care;
- Respect for patient dignity, privacy, and cultural considerations.

Section 8.04 Controlled Substances and Medication Accountability

Londonderry shall maintain medication and controlled substance procedures consistent with applicable law, medical control requirements, pharmacy requirements, and departmental policy. Such procedures may include inventory control, secure storage, access limitation, chain-of-custody documentation, reconciliation, waste documentation, discrepancy reporting, audits, and incident review.

Litchfield shall cooperate in any investigation or review involving medications or controlled substances when Litchfield personnel, facilities, equipment, or records are relevant.

Section 8.05 Infection Control and Responder Safety

Londonderry shall maintain infection control, exposure control, cleaning, and decontamination practices appropriate for ambulance operations. Litchfield shall maintain infection control practices for its first responder operations and facilities used in support of EMS response.

The Parties shall cooperate regarding exposure notifications, decontamination needs, infectious disease concerns, public health emergencies, and responder safety requirements.

Section 8.06 Patient Refusals and Alternative Dispositions

Patient refusals, treat-and-release decisions, cancellations, lift assists, no-patient-found incidents, and alternative dispositions shall be managed and documented in accordance with applicable protocols, medical control requirements, departmental policy, and payer documentation rules.

No provision of this Agreement shall require transport when transport is not clinically appropriate, legally authorized, or accepted by a patient with capacity to refuse care.

Section 8.07 Clinical Confidentiality

Clinical information, patient care reports, QA/CQI materials, medical control communications, and provider review information shall be protected in accordance with HIPAA, applicable state law, peer review protections where applicable, EMS regulations, and departmental policies.

ARTICLE IX

AMBULANCE VEHICLES, EQUIPMENT, SUPPLIES, AND CONTROLLED SUBSTANCES

Section 9.01 Purpose

Reliable vehicles, equipment, supplies, communications, and medication systems are fundamental to effective ambulance service. This Article establishes the respective responsibilities for assets used in providing EMS services under this Agreement.

Section 9.02 Ambulance Vehicles

Londonderry shall provide ambulances that are licensed, inspected, maintained, and equipped in accordance with applicable EMS and motor vehicle requirements. Londonderry shall determine ambulance deployment, maintenance schedules, reserve unit use, and vehicle replacement planning.

Nothing herein shall require Londonderry to dedicate a specific ambulance exclusively to Litchfield unless expressly agreed in writing and funded as part of the compensation structure or a separate capital agreement.

Section 9.03 Equipment and Supplies

Londonderry shall provide medical equipment and supplies necessary for ambulance service, including equipment required by applicable EMS rules and medical protocols. Equipment may include stretchers, cardiac monitors, defibrillators, oxygen equipment, airway equipment, immobilization equipment, medications, PPE, infection control supplies, pediatric equipment, communications equipment, and other required items.

Litchfield shall remain responsible for first responder equipment, radios, pagers, station access devices, local maps, special occupancy information, and other assets owned or controlled by Litchfield unless otherwise agreed.

Section 9.04 Maintenance, Testing, and Inventory

Londonderry shall maintain reasonable vehicle maintenance, biomedical equipment testing, supply inventory, medication management, cleaning, and equipment inspection procedures for assets under its control. Litchfield shall maintain equivalent procedures for assets under its control.

The Parties shall coordinate when equipment interoperability, joint training, shared station access, or operational compatibility is necessary.

Section 9.05 Radio Communications and Dispatch Technology

Ambulance response shall rely on radio, paging, dispatch, CAD, and related communications systems. Each Party shall remain responsible for ownership, maintenance, licensing, and replacement of its respective communications equipment unless otherwise agreed in writing.

The Parties shall cooperate to maintain interoperability, mutual aid channels, standard terminology, communications testing, station alerting when applicable, and backup procedures.

Section 9.06 Technology Governance

Major technology initiatives affecting EMS operations, ePCR systems, patient billing systems, radio communications, station alerting, data sharing, or clinical QA reporting shall be reviewed by the Joint EMS Administrative Committee whenever practicable before implementation.

ARTICLE X

CONTINUITY OF EMS OPERATIONS AND EMERGENCY RESILIENCY

Section 10.01 Purpose

The Parties recognize that EMS operations must remain functional during disasters, multiple simultaneous incidents, staffing shortages, severe weather, cyber incidents, utility outages, pandemics, hospital capacity constraints, vehicle failures, and other emergencies.

Londonderry shall maintain operational continuity practices designed to support ambulance service to the greatest extent reasonably possible.

Section 10.02 Continuity Planning

Continuity planning may address loss of ambulance availability, reserve apparatus, vehicle maintenance issues, staffing shortages, dispatch outages, radio failures, ePCR interruptions, medication shortages, supply chain disruptions, severe weather, hospital diversion, prolonged hospital turnaround delays, mass casualty incidents, and regional disasters.

Section 10.03 Mutual Aid and Backup Coverage

When Londonderry resources are unavailable, committed to simultaneous incidents, delayed by hospital turnaround, or otherwise unable to respond in a timely manner, mutual aid may be requested in accordance with approved run cards, dispatch procedures, or operational judgment.

The use of mutual aid shall not constitute a breach of this Agreement when reasonably necessary to protect public safety or maintain continuity of EMS operations.

Section 10.04 Mass Casualty and Disaster Operations

Mass casualty, disaster, and extraordinary incident operations shall be managed through NIMS, ICS, regional mutual aid plans, applicable EMS protocols, and local emergency management procedures. The Parties shall cooperate in training, exercises, and after-action reviews when practicable.

Section 10.05 After-Action Review

Following a significant operational disruption, mass casualty incident, serious safety event, or other major incident affecting services under this Agreement, the Parties may conduct an after-action review to identify strengths, gaps, corrective actions, training needs, and policy improvements.

ARTICLE XI

RECORDS MANAGEMENT, HIPAA, CONFIDENTIALITY, AND DATA

Section 11.01 Ownership of Records

Records created by Londonderry in providing services under this Agreement shall remain municipal records of Londonderry, subject to applicable law and any rights of access possessed by Litchfield. Records created by Litchfield shall remain municipal records of Litchfield, subject to applicable law and any rights of access possessed by Londonderry.

Copies or reports shall be provided upon reasonable request consistent with HIPAA, RSA Chapter 91-A, EMS regulations, litigation holds, patient confidentiality, peer review limitations, and system security requirements.

Section 11.02 HIPAA and Patient Confidentiality

The Parties acknowledge that EMS operations may involve protected health information, personally identifiable information, confidential medical information, and security-sensitive information. Such information shall be used and disclosed only as authorized by law, patient care needs, billing requirements, medical control, quality assurance, public health requirements, or other lawful purposes.

Each Party shall maintain appropriate administrative, technical, and physical safeguards for records and systems under its control.

Section 11.03 Right-to-Know Compliance

The Parties acknowledge their respective obligations under RSA Chapter 91-A. Each municipality shall remain responsible for responding to Right-to-Know requests directed to that municipality. The Parties shall cooperate in responding to requests involving records generated under this Agreement, subject to all exemptions, confidentiality requirements, and privacy protections applicable to EMS and patient care records.

Section 11.04 Records Retention

EMS, billing, dispatch, financial, operational, and administrative records shall be retained in accordance with applicable New Hampshire records retention schedules, EMS requirements, HIPAA, CMS and payer requirements, court orders, litigation holds, and other applicable law.

Section 11.05 Audit Rights

Upon reasonable notice and during normal business hours, Litchfield may review records reasonably necessary to verify compliance with this Agreement, provided such review does not compromise protected health information, confidential personnel information, privileged QA/CQI materials, ongoing investigations, system security, or legally protected records.

Section 11.06 Operational Data and Reports

Londonderry may provide aggregate operational data, transport statistics, billing summaries, and performance reports to Litchfield for purposes of administration, budgeting, public reporting, and continuous improvement. Individually identifiable patient information shall not be disclosed except as authorized by law.

- ePCR and ambulance billing records shall remain under Londonderry control subject to applicable law and authorized access rights;
- GIS data, run cards, facility information, and first responder response plans supplied by Litchfield shall remain the property of Litchfield;

- Jointly developed operational procedures may be used by both Parties for governmental purposes unless otherwise agreed.

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ARTICLE XII

FINANCIAL ADMINISTRATION, PATIENT BILLING, AND REVENUE

Section 12.01 Compensation

Litchfield shall compensate Londonderry for EMS and ambulance services in accordance with Exhibit D. Compensation is intended to support the cost of providing ambulance availability, staffing, equipment, supervision, administration, medical oversight, billing, QA, and related services under this Agreement.

Section 12.02 Billing Schedule

The annual compensation for the Initial Term shall be as follows, unless amended by written agreement of the Parties:

Calendar Year	Annual Compensation
2027	\$200,000.00
2028	\$215,000.00
2029	\$231,124.00

Section 12.03 Patient Billing

Patients who request, receive, or require transport by a Londonderry ambulance shall be billed at the current ambulance service rates established and approved by the Town of Londonderry. Londonderry shall provide Litchfield with a copy of current ambulance service rates and notice of changes to such rates.

Unless otherwise agreed in writing, Londonderry shall be responsible for patient billing, claims submission, collections, adjustments, refunds, payer correspondence, billing vendor coordination, and compliance with applicable Medicare, Medicaid, commercial insurance, and self-pay requirements. Londonderry shall retain patient billing revenue collected for services provided under this Agreement unless a written amendment provides otherwise.

Section 12.04 Billing Compliance

Ambulance billing shall be administered in accordance with applicable law, payer rules, medical necessity requirements, documentation requirements, fraud, waste, and abuse standards, and municipal finance procedures. The Parties shall cooperate in good faith to provide documentation or operational information necessary for billing, audits, appeals, or compliance reviews.

Section 12.05 Invoices and Payment

Unless otherwise agreed, Londonderry shall invoice Litchfield annually in advance. Payment shall be due within thirty (30) calendar days after receipt of invoice. Delinquent amounts may accrue interest at the statutory rate unless waived by Londonderry.

Section 12.06 Annual Financial Review

The Parties shall annually review EMS service costs, staffing, equipment, patient billing revenue, collection performance, payer mix, bad debt, inflationary impacts, mutual aid utilization, training costs, technology needs, and operational efficiencies.

Any adjustment to compensation shall become effective only upon written approval of both Parties through amendment or renewal.

Section 12.07 Extraordinary Expenses

Capital improvements, dedicated staffing, dedicated ambulance deployment, station improvements, technology upgrades, or extraordinary expenditures requested exclusively for Litchfield shall require prior written approval before costs are incurred, unless necessary to address an immediate threat to life safety, patient care, or system integrity.

Section 12.08 Appropriation

The obligations of each municipality are subject to the annual appropriation of funds by its governing body. Failure to appropriate sufficient funds shall constitute grounds for termination upon reasonable written notice, provided the Parties cooperate to ensure an orderly transition of services.

Section 12.09 Audit and Grant Cooperation

Each Party shall maintain financial records relating to this Agreement in accordance with generally accepted governmental accounting principles. Where equipment, software, vehicles, communications infrastructure, or technology used under this Agreement has been acquired using federal, state, or grant funds, the Parties shall cooperate with grant monitoring, audits, inspections, financial reporting, and record retention requirements imposed by the funding agency.

ARTICLE XIII

INSURANCE, LIABILITY, RISK ALLOCATION, AND INDEMNIFICATION

Section 13.01 Intent

The Parties recognize that EMS and ambulance operations are governmental functions involving the exercise of professional judgment under rapidly evolving circumstances. This Article is intended to fairly allocate risk between the Parties while preserving all governmental immunities, defenses, and statutory protections available under New Hampshire law.

Nothing contained herein shall be construed as creating a duty of care to any third party beyond that imposed by applicable law.

Section 13.02 Preservation of Governmental Immunity

Nothing contained in this Agreement shall be construed as a waiver of governmental immunity, statutory limitation on damages, sovereign immunity, discretionary function immunity, public duty protections, or common law defenses otherwise available to either Party or their elected officials, officers, employees, or agents. The Parties expressly reserve all immunities and defenses available under New Hampshire law.

Section 13.03 Responsibility for Own Acts

Each Party shall remain responsible for the negligent acts or omissions of its own elected officials, officers, employees, volunteers, and agents to the extent provided by law. Nothing contained herein shall make either municipality responsible for the independent negligent acts of the other Party.

Section 13.04 Mutual Indemnification

To the extent permitted by New Hampshire law, each Party agrees to defend, indemnify, and hold harmless the other Party, its elected officials, officers, employees, and agents from claims, damages, judgments, costs, or expenses arising solely from the negligent or wrongful acts or omissions of the indemnifying Party or its employees in the performance of this Agreement.

Neither Party shall be obligated to indemnify the other for claims arising from the sole negligence, willful misconduct, criminal conduct, or actions outside the scope of this Agreement by the other Party. Where liability arises from concurrent negligence of both Parties, responsibility shall be allocated in proportion to each Party's respective fault as determined by applicable law.

Section 13.05 No Third-Party Beneficiaries

This Agreement is intended solely for the benefit of the Parties. Nothing contained herein shall create contractual rights, employment rights, property rights, or causes of action in favor of any third party.

Section 13.06 Insurance

Each municipality shall maintain insurance or participate in a municipal risk pool providing coverage substantially appropriate for its obligations under this Agreement, including general liability, public officials liability, employment practices liability, automobile liability, workers' compensation, property coverage, ambulance professional liability or equivalent coverage where maintained, and cyber liability where maintained.

Evidence of coverage shall be provided upon reasonable request.

Section 13.07 Notice and Defense of Claims

Each Party shall promptly notify the other of claims, lawsuits, notices of potential litigation, significant incidents reasonably expected to result in litigation, or payer compliance investigations arising out of this Agreement. Such notice shall not constitute an admission of liability.

Each Party shall retain authority over the defense of claims brought against it. Nothing herein shall require either municipality to surrender control of litigation, settlement decisions, coverage positions, or privileged communications.

Section 13.08 Limitation of Liability for Circumstances Beyond Control

The Parties acknowledge that EMS operations involve circumstances beyond the control of ambulance personnel, including inaccurate caller information, delayed discovery of patients, severe weather, traffic conditions, road closures, equipment failures, hospital diversion, prolonged hospital turnaround, multiple simultaneous emergencies, utility interruptions, communications failures, acts of third parties, and force majeure events.

Londonderry shall not be deemed in breach of this Agreement solely because ambulance service was delayed, diverted, supplemented by mutual aid, or adversely affected by circumstances beyond its reasonable control.

ARTICLE XIV

DEFAULT, DISPUTE RESOLUTION, AND TERMINATION

Section 14.01 Good Faith Performance

The Parties agree to administer this Agreement cooperatively and in good faith. Operational disagreements should, whenever practical, be resolved informally through communication between the Fire Chiefs, Town Manager, Town Administrator, or their designees.

Section 14.02 Notice of Default

If either Party believes the other has materially breached this Agreement, it shall provide written notice identifying the alleged breach, supporting facts, requested corrective action, and proposed time for cure.

Section 14.03 Opportunity to Cure

Except in circumstances involving immediate threats to public safety, patient safety, legal compliance, or system integrity, the allegedly defaulting Party shall have thirty (30) calendar days following receipt of written notice to cure the alleged default or to commence corrective action reasonably satisfactory to the non-defaulting Party.

Section 14.04 Emergency Circumstances

Nothing contained herein shall prevent either Party from taking immediate action reasonably necessary to protect life, patient safety, property, public safety, legal compliance, or continuity of emergency services during emergencies.

Section 14.05 Informal Resolution

Prior to initiating litigation, the Parties shall meet through their respective Town Manager or Town Administrator and Fire Chiefs in an effort to resolve disputes informally.

Section 14.06 Mediation

If the dispute cannot be resolved informally, the Parties may mutually agree to participate in non-binding mediation before a mediator experienced in municipal law, public safety operations, or healthcare compliance. Costs shall be shared equally unless otherwise agreed.

Section 14.07 Venue

Any legal action arising under this Agreement shall be brought in a court of competent jurisdiction within the State of New Hampshire. Nothing herein shall waive jurisdictional defenses otherwise available.

Section 14.08 Termination for Convenience

Either Party may terminate this Agreement without cause upon providing not less than six (6) months written notice. The Parties shall cooperate in implementing transition procedures designed to avoid interruption of ambulance coverage.

Section 14.09 Termination for Cause

Either Party may terminate this Agreement for material breach after written notice, reasonable opportunity to cure, and failure to cure within the prescribed period.

Section 14.10 Obligations Surviving Termination

The following provisions shall survive termination: confidentiality, patient privacy, records retention, payment obligations accrued prior to termination, audit rights, billing obligations for services rendered,

indemnification for acts occurring during the Agreement, dispute resolution regarding prior events, and any other provision that by its nature should survive termination.

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ARTICLE XV

AMENDMENT, REVIEW, AND RENEWAL

Section 15.01 Amendments

This Agreement may be amended only by a written instrument approved by the governing body of each Party and executed by their duly authorized representatives. Where required by RSA Chapter 53-A, amendments shall also receive any approvals required by law before becoming effective.

Section 15.02 Annual Administrative Review

The Joint EMS Administrative Committee shall conduct an annual review addressing service levels, financial performance, clinical QA/CQI trends appropriate for disclosure, operational issues, patient billing performance, technology, staffing, training, mutual aid, capital needs, and recommended amendments.

Section 15.03 Periodic Strategic Review

At least every three (3) years, the Parties shall evaluate whether this Agreement should be renewed, expanded, amended, or integrated with additional regional public safety initiatives.

- Additional EMS services or deployment models;
- Regional ambulance coverage;
- Shared stations or facilities;
- Community paramedicine or mobile integrated health programs if authorized;
- Cooperative purchasing opportunities;
- Ambulance replacement planning;
- Technology and data integration;
- Partnerships with additional municipalities.

ARTICLE XVI

MISCELLANEOUS PROVISIONS

Section 16.01 Notices

Any notice required under this Agreement shall be delivered by personal delivery, certified United States Mail, nationally recognized overnight carrier, or electronic mail with confirmation of receipt where accepted by both Parties.

Notices shall be directed to the Town Manager of Londonderry and the Town Administrator of Litchfield, or their successors, with copies to the respective Fire Chiefs unless otherwise directed in writing.

Section 16.02 Entire Agreement

This Agreement, together with all incorporated Exhibits and Appendices, constitutes the entire agreement between the Parties concerning EMS and ambulance services and supersedes all prior negotiations, understandings, or agreements relating to the subject matter herein.

Section 16.03 Assignment

Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party, except to a lawful successor governmental entity or as otherwise authorized by law.

Section 16.04 Force Majeure

Neither Party shall be deemed in default when performance is delayed or prevented by events beyond its reasonable control, including natural disasters, widespread utility failures, severe weather, flood, earthquake, wildfire, pandemic, epidemic, terrorism, civil disorder, armed conflict, cyberattack, ransomware, denial-of-service attack, compromise of critical infrastructure, statewide or federal emergency declarations, statewide communications system failure, statewide NG911 outage, hospital capacity crisis, supply chain disruption, or mandatory governmental emergency orders.

The affected Party shall promptly notify the other Party when practicable and shall employ reasonable efforts to restore operations through continuity plans, redundant systems, mutual aid, temporary staffing, alternate destinations, or other temporary arrangements.

Section 16.05 Severability

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Section 16.06 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire.

Section 16.07 Filing and Statutory Compliance

Following execution, this Agreement shall be filed and maintained in accordance with RSA Chapter 53-A and any other applicable statutory requirements. If review or approval by the Office of the New Hampshire Attorney General or any other state official is required under applicable law, this Agreement shall not become operative until such approval has been obtained.

Section 16.08 Counterparts and Electronic Signatures

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original. Electronic signatures transmitted in accordance with applicable law shall be deemed original signatures for all purposes.

Section 16.09 Authority to Execute

Each individual executing this Agreement represents and warrants that he or she has been duly authorized by the governing body of the respective municipality to execute this Agreement.

Section 16.10 Order of Precedence

In the event of inconsistency among the provisions of this Agreement, the body of this Agreement shall control. Amendments shall control over original provisions to the extent expressly stated. Exhibits shall control only with respect to operational procedures specifically delegated to the Exhibits. Appendices are provided for informational purposes and shall not modify contractual obligations unless expressly incorporated.

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SIGNATURE AND APPROVAL PAGES

IN WITNESS WHEREOF, the Parties have executed this Agreement through their duly authorized representatives.

TOWN OF LONDONDERRY, NEW HAMPSHIRE

Name: _____

Title: Town Manager

Date: _____

Name: _____

Title: Fire Chief, Londonderry Fire Department

Date: _____

Attest: Town Clerk

Date: _____

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TOWN OF LITCHFIELD, NEW HAMPSHIRE

Name: _____
Title: Chair, Board of Selectmen
Date: _____

Name: _____
Title: Town Administrator
Date: _____

Name: _____
Title: Fire Chief, Litchfield Fire Department
Date: _____

Attest: Town Clerk
Date: _____

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EXHIBITS

The following Exhibits are incorporated into this Agreement and shall be attached upon execution:

- EXHIBIT A - DETAILED SCOPE OF EMS AND AMBULANCE SERVICES
- EXHIBIT B - CLINICAL AND OPERATIONAL SERVICE LEVEL AGREEMENT
- EXHIBIT C - EMS SYSTEM RESPONSIBILITY MATRIX
- EXHIBIT D - COMPENSATION, BILLING, AND FINANCIAL PROCEDURES
- EXHIBIT E - IMPLEMENTATION AND CONTINUITY OF OPERATIONS PLAN

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EXHIBIT A

DETAILED SCOPE OF EMS AND AMBULANCE SERVICES

Section I. Purpose

This Exhibit establishes the operational responsibilities of the Londonderry Fire Department in providing emergency medical services and ambulance transport to the Town of Litchfield.

The Parties recognize that EMS is a mission-critical governmental service requiring professional judgment, clinical accountability, operational flexibility, and continuous improvement.

Section II. Core Services

Londonderry shall provide emergency and authorized non-emergency ambulance services, including the following core services.

- Emergency ambulance response and transport;
- ALS and BLS care when appropriately staffed and clinically indicated;
- Paramedic-level response when available;
- ALS intercept services;
- Patient assessment, treatment, stabilization, and transport;
- Patient refusal assessment and documentation;
- Mutual aid ambulance coordination;
- Hospital destination coordination;
- Mass casualty and disaster support;
- Special event standby when separately approved;
- Patient billing and collection administration.

Section III. Emergency Call Processing and Dispatch Coordination

Emergency requests shall be processed through New Hampshire 911 and the applicable dispatch system. Londonderry ambulances and Litchfield first responder resources shall be dispatched pursuant to approved run cards, response plans, operational procedures, and available information.

The Parties shall maintain current contact lists, command notifications, mutual aid resources, special addresses, and operational notes needed for safe and effective response.

Section IV. First Response Integration

Litchfield first responders may provide initial care, scene assessment, access support, patient movement assistance, and other fire department functions. Londonderry EMS personnel shall coordinate patient care with Litchfield personnel and the Incident Commander.

Section V. Services Excluded Unless Separately Authorized

- Routine Litchfield municipal switchboard operations;
- Fire prevention scheduling and permit administration;
- Litchfield payroll, staffing, and personnel administration;
- Dedicated standby for private events without prior approval;
- Scheduled repetitive ambulance transports unless operationally approved and medically appropriate;
- Capital improvements or dedicated ambulance staffing not included in Exhibit D.

EXHIBIT B

CLINICAL AND OPERATIONAL SERVICE LEVEL AGREEMENT

Section I. Objective

The Parties agree that EMS performance should be measured using objective indicators and trend review. The following service levels represent operational goals, quality improvement measures, and administrative review standards rather than contractual guarantees.

Section II. Performance Measures

Performance Measure	Target / Review Standard
Ambulance Availability	Continuous 24/7 service model, subject to simultaneous incidents and mutual aid needs
Minimum Ambulance Staffing	Staffed in accordance with applicable New Hampshire EMS requirements
ALS Capability	Provided when available, clinically indicated, and operationally feasible
Response Monitoring	Unit status monitored through dispatch and operational reporting
Mutual Aid Activation	Requested when Londonderry resources are unavailable or additional EMS resources are needed
Run Card Review	Annual review or following significant operational changes
ePCR Completion	Completed in accordance with departmental policy and applicable reporting requirements
Clinical QA/CQI Review	Periodic review of selected calls, high-risk events, complaints, refusals, and protocol issues
Medication and Controlled Substance Review	Routine inventory, reconciliation, and discrepancy review consistent with policy
Training Review	Annual continuing education and protocol update review
Infection Control Review	Annual review and after significant exposure events
Annual Joint Administrative Review	Required

Section III. Quality Improvement

- Dispatch-to-arrival and transport interval trends;
- ALS and BLS utilization;
- Patient care documentation quality;
- Protocol compliance;
- Medication administration and controlled substance accountability;
- Refusal documentation;
- Significant incidents and after-action reviews;
- Customer service and complaint review;
- Training and continuing education compliance.

Section IV. Reporting

Annual reports shall summarize incident volume, transport activity, mutual aid activity, operational issues, technology needs, billing trends, QA/CQI summary information appropriate for disclosure, and recommendations for improvement.

EXHIBIT C

EMS SYSTEM RESPONSIBILITY MATRIX

Section I. Responsibility Matrix

System / Asset / Function	Primary Responsibility	Maintenance / Administration	Replacement / Funding
Transport Ambulances	Londonderry	Londonderry	Londonderry unless dedicated asset approved
Ambulance Medical Equipment	Londonderry	Londonderry	Londonderry
Cardiac Monitors / Defibrillators on Londonderry ambulances	Londonderry	Londonderry	Londonderry
Stretchers / Power Cots on Londonderry ambulances	Londonderry	Londonderry	Londonderry
Medications and Controlled Substances	Londonderry	Londonderry	Londonderry
ePCR System	Londonderry	Londonderry	Londonderry
Ambulance Billing System / Vendor	Londonderry	Londonderry	Londonderry
Litchfield First Responder Equipment	Litchfield	Litchfield	Litchfield
Litchfield Portable / Mobile Radios	Litchfield	Litchfield	Litchfield
Run Cards / Response Plans	Shared	Shared	N/A
GIS / Address / Critical Facility Data	Litchfield with Londonderry integration	Shared	Shared as applicable
Medical Direction	Londonderry / Medical Director	Londonderry	Londonderry unless otherwise agreed
Clinical QA/CQI	Londonderry	Londonderry	Londonderry
Joint Training	Shared	Shared	As agreed
Station Access / Local Facilities	Litchfield	Litchfield	Litchfield

Section II. Technology and Equipment Planning

Technology and equipment planning shall occur annually and shall consider reliability, vendor support, cybersecurity, interoperability, clinical requirements, cost, lifecycle replacement, and future regional expansion.

EXHIBIT D

COMPENSATION, BILLING, AND FINANCIAL PROCEDURES

Section I. Annual Compensation

Calendar Year	Annual Compensation
January 1, 2027 - December 31, 2027	\$200,000.00
January 1, 2028 - December 31, 2028	\$215,000.00
January 1, 2029 - December 31, 2029	\$231,124.00

Section II. Payment

Invoices shall be issued annually in advance unless the Parties agree to a different billing schedule in writing. Payment shall be due within thirty (30) calendar days after invoice receipt.

Section III. Patient Billing

Patients shall be billed at the current ambulance rates established and approved by the Town of Londonderry. Londonderry shall provide Litchfield with the current ambulance rate schedule and notice of changes.

Londonderry shall retain patient billing revenues unless a written amendment provides otherwise. Billing shall comply with applicable medical necessity, documentation, payer, privacy, and municipal finance requirements.

Section IV. Extraordinary Costs

The following categories shall require prior written approval unless necessary to address an immediate threat to life safety, patient care, or system integrity.

- Dedicated staffing requested solely by Litchfield;
- Dedicated ambulance purchase or lease;
- Station modifications unique to Litchfield service;
- New software modules requested solely for this Agreement;
- Major radio or technology upgrades unique to this Agreement;
- Capital improvements not included in the annual compensation.

Section V. Annual Review

Financial review shall include ambulance service costs, patient billing revenue, collection rate, payer mix, bad debt, staffing costs, vehicle and equipment costs, technology costs, inflation, mutual aid demand, and opportunities for operational efficiency.

EXHIBIT E

IMPLEMENTATION AND CONTINUITY OF OPERATIONS PLAN

Section Phase I Planning

- Finalize municipal counsel review;
- Confirm governing body approvals;
- Confirm RSA Chapter 53-A filing and approvals as applicable;
- Confirm operational commencement date;
- Identify implementation leads.

Section Phase II Preparation

- Verify run cards and response assignments;
- Confirm dispatch and radio procedures;
- Validate GIS and address information;
- Confirm ambulance billing setup;
- Review medical direction and credentialing needs;
- Confirm hospital destination and communications procedures;
- Prepare public and internal communications as needed.

Section Phase III Training

- Joint Londonderry and Litchfield operational orientation;
- First responder integration training;
- Radio and communications testing;
- ePCR and documentation coordination as needed;
- Mass casualty and mutual aid review;
- Tabletop exercise before go-live when practicable.

Section Phase IV Go-Live

- Operational readiness confirmation;
- Commencement of service;
- Enhanced coordination during first two weeks;
- Thirty-day operational review;
- Ninety-day performance assessment;
- Corrective action tracking as needed.

Section Continuity of Operations

During any interruption of ambulance services, Londonderry shall implement available continuity procedures utilizing reserve apparatus, mutual aid, alternate staffing, dispatch coordination, and established emergency procedures. The Parties shall periodically review continuity procedures and revise them as technology, staffing, and operational needs evolve.

APPENDIX A

STATUTORY AND REGULATORY AUTHORITY

This Agreement is intended to operate pursuant to, and consistent with, the following authorities and any successor provisions, amendments, rules, protocols, or mandatory regulatory requirements:

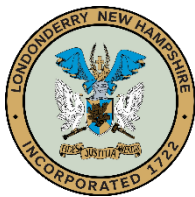
- RSA Chapter 53-A - Agreements Between Government Units;
- RSA Chapter 154 - Firewards, Firefighters, and Fire Hazards;
- RSA Chapter 153-A - Emergency Medical and Trauma Services;
- RSA 153-A:19 - Mutual Aid;
- RSA 153-A:20 and RSA 153-A:20-a - EMS rulemaking and protocols;
- RSA Chapter 507-B - Bodily Injury Actions Against Governmental Units;
- RSA Chapter 91-A - Access to Governmental Records and Meetings;
- New Hampshire Administrative Rules Saf-C 5900 - Emergency Medical Services Rules;
- Applicable State of New Hampshire EMS patient care protocols and medical control requirements;
- HIPAA and applicable federal and state privacy laws;
- Applicable Medicare, Medicaid, and commercial payer ambulance billing requirements;
- Applicable federal and state controlled substance laws and regulations;
- NIMS and ICS principles;
- Applicable occupational safety, infection control, vehicle safety, and public health requirements.

This Appendix is provided for reference and shall not be interpreted as an exhaustive list of applicable legal authorities.

APPENDIX B

RECOMMENDED ANNUAL REVIEW AGENDA

1. Financial review and compensation schedule;
2. Incident volume and transport activity;
3. ALS and BLS service trends;
4. Response performance and mutual aid utilization;
5. Clinical QA/CQI summary appropriate for disclosure;
6. Patient billing performance and payer trends;
7. Training, certification, and credentialing;
8. Vehicle, equipment, medication, and technology status;
9. Communications and dispatch coordination;
10. Infection control and responder safety;
11. Mass casualty, disaster, and continuity planning;
12. Operational complaints, commendations, and customer service feedback;
13. Capital planning and future regional opportunities;
14. Recommended amendments or policy updates.



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

Town Council Meeting – Agenda Item Coversheet

Meeting Date: 8/3/2026
Submitted By: Tanya Pinter
Department: Town Manager

Contact Information: tpinter@londonderrnh.gov
Estimated Discussion Time: Minutes

Agenda Item Title: Discuss and schedule a public hearing for August 17, 2026 to approve the revisions to the Town of Londonderry's General Assistance Guidelines.

Background and Purpose: During the 2026 legislative session, the New Hampshire Legislature passed House Bill 348, relative to eligibility for local assistance. The bill was signed into law as Chapter 81 on May 22, 2026, and will take effect on July 21, 2026. The legislation modifies RSA Chapter 165 regarding municipal general assistance, including residency determinations, temporary emergency assistance, inter-municipal coordination and hearings, and protections for individuals who leave another municipality because of domestic violence, stalking, sexual assault, or human trafficking.

The Town's General Assistance Guidelines have been revised to reflect these statutory changes. The proposed amendments include:

- updated definitions relating to residency, municipality of origin, basic-needs emergencies, and temporary emergency assistance
- documentation that may be accepted as proof of residency
- temporary emergency assistance for up to six days while residency is verified or coordination occurs with the municipality of origin
- continuation of temporary emergency assistance while an inter-municipal residency hearing is pending, provided the applicant remains compliant with the Guidelines
- procedures for coordinating with other municipalities regarding residency, financial responsibility, reimbursement, and inter-municipal hearings
- protections for applicants who have left their municipality of origin because of domestic violence, stalking, sexual assault, or human trafficking

The revisions also clarify that providing temporary emergency assistance does not establish Londonderry residency for local welfare purposes.

Action: Conduct a first reading of the proposed amendments to the Town of Londonderry General Assistance Guidelines and schedule a public hearing for consideration and adoption of the amended Guidelines.

Proposed Motion: None at this time. A public hearing will be scheduled to receive public comment before the Town Council considers adoption of the amended Guidelines.

Attachments: Red-lined Town of Londonderry General Assistance Guidelines; Clean copy of the Town of Londonderry General Assistance Guidelines



Town of Londonderry, NH General Assistance (Welfare) Guidelines

Authority

The Town of Londonderry administers a General Assistance (Welfare) Program pursuant to New Hampshire Revised Statutes Annotated (RSA) Chapter 165.

The purpose of the program is to provide temporary assistance to residents who are determined eligible, while encouraging applicants to pursue all other available sources of support and self-sufficiency.

These guidelines establish the standards and procedures for the administration of the Town's General Assistance Program.

Administration of the Program

The Town of Londonderry has contracted with Greater Derry Community Health Services, Inc. (CHS) to administer the Town's General Assistance Program.

Under this agreement:

- The Executive Director of CHS serves as the Welfare Administrator for the Town of Londonderry.
- CHS is responsible for:
 - o receiving and processing applications
 - o determining eligibility
 - o administering assistance
 - o maintaining program records
 - o assisting applicants in accessing other available resources

All determinations shall be made in accordance with:

- RSA Chapter 165
- RSA 21:6-a
- The NHMA Model Welfare Guidelines as amended
- These guidelines
- The agreement between the Town and CHS

The Town retains authority for:

- adoption and amendment of these guidelines
- approval of assistance levels
- scheduling and conducting appeal hearings (including inter-municipal hearings)

The agreement between the Town and CHS shall be reviewed annually and executed by authorized representatives of both parties.

Definitions

For the purposes of these guidelines, the following definitions apply.

- **Applicant:** A person requesting General Assistance from the Town.
- **Assistance:** Temporary aid provided to eligible persons to meet basic living needs.
- **Basic Needs Emergency:** A situation in which an individual or household lacks food, shelter, utilities, medically necessary medication, or other necessities to such an extent that health or safety is at immediate risk.
- **Emergency Assistance:** Assistance required to prevent immediate harm to health or safety.
- **Household:** Individuals living together who share living expenses.
- **Income:** All money or financial support received from any source, including employment, benefits, pensions, or contributions from others.
- **Municipality of Origin:** The New Hampshire municipality, or jurisdiction outside of New Hampshire, believed to have financial responsibility for an applicant's relief and maintenance under RSA 165.
- **Residence:** For local welfare purposes, residence as determined under RSA 165 and RSA 21:6-a for purposes of identifying the municipality financially responsible for general assistance.
- **Resources:** Cash, bank accounts, vehicles, property, or other assets available to the applicant.
- **Temporary Emergency Assistance:** Assistance provided under RSA 165:1-f for up to six days to relieve a basic needs emergency while residency is verified, an application to the municipality of origin is completed, or coordination occurs with the municipality of origin..

Applications for Assistance

Residents seeking General Assistance must apply through Greater Derry Community Health Services, which manages all applications and case management services on behalf of the Town.

The application process includes:

- completion of an application form
- an interview with the Welfare Administrator or designee
- submission of required documentation

Applicants must provide documentation necessary to verify:

- identity
- residency

- household composition
- income
- resources
- expenses

CHS shall make reasonable efforts to assist applicants in completing the application process. Applicants must cooperate fully with the application process and provide truthful and accurate information.

CHS shall process applications, determine eligibility, and provide assistance in accordance with RSA 165, the NHMA model guidelines, and the agreement with the Town.

Residency and Proof of Residency

For non-emergency general assistance, CHS requires an applicant to provide proof of Londonderry residency before approval of assistance in accordance with RSA 165.

Acceptable proof shall include any of the following unless specific, substantiated evidence contradicting the documentation or attestation:

- current lease dated within the last 60 days
- car registration dated within the last 60 days
- utility bill dated within the last 60 days
- any government or court-issued document dated within the last 60 days
- an attestation on official agency letterhead that includes the last date of contact and is signed and dated by an authorized welfare official, state or local law enforcement or fire official, emergency medical services provider, or local third-party social services provider having an existing relationship with the applicant

A non-resident of Londonderry who has left their municipality of origin due to domestic violence, stalking, sexual assault, or human trafficking shall not be denied or disqualified from general assistance solely because of residency.

CHS shall provide temporary emergency assistance for up to six days to individuals, as necessary to relieve a basic needs emergency while proof of residency is obtained, an application to the municipality of origin is completed, or coordination occurs with that municipality.

In cases where an inter-municipal hearing is requested under RSA 165:2-a to determine residency and financial responsibility, temporary emergency assistance shall be extended until a final decision is rendered, provided the applicant remains in compliance with these Guidelines.

The provision of temporary emergency assistance shall not be construed as establishing residency in Londonderry for local welfare purposes.

Determination of Eligibility

Eligibility for assistance shall be determined based on NH RSA Chapter 165, the standards and procedures established in the NHMA Model Welfare Guidelines and applicable state law.

A lack of established Londonderry residency shall not preclude temporary emergency assistance required by RSA 165:1-f or assistance required under the safety-related relocation exception contained in these Guidelines.

Any decision denying, limiting, suspending, or terminating assistance shall be provided in writing and shall state the reason for the decision and the applicant's right to request a fair hearing pursuant to RSA 165.

Eligibility is based on an assessment of:

- household income
- available resources
- necessary living expenses

Applicants must demonstrate that they are unable to meet their basic needs. Applicants must also pursue all other available resources, including:

- employment
- state or federal assistance programs
- unemployment benefits
- Social Security benefits
- assistance from family members or other sources. CHS will assist applicants in identifying and applying for such resources.

Types of Assistance

General Assistance may be provided to meet essential needs, including:

- shelter or housing expenses
- utilities
- food
- medication assistance for **life-threatening** conditions when no other resources are available
- transportation resources are typically through referral to CART

All assistance is provided through direct vendor payments issued by the Town Finance Department in the form of checks.

General Assistance shall not be provided as cash payments.

The allowable levels of assistance set forth herein shall be reviewed annually in accordance with applicable State and Federal guidance, including but not limited to HUD, HMFA, USDA, and New Hampshire Welfare Administrators Association data.

Any revisions shall require approval by the Town Council prior to implementation.

Special circumstances may be considered in determining allowable rental amounts based on an individual or household's risk of homelessness and the availability of viable housing solutions. In such cases, the Town may exercise discretion to approve rental assistance in excess of standard allowable limits when strict adherence to those limits would likely result in eviction or loss of housing.

Emergency Assistance

Emergency assistance may be provided when an applicant faces an immediate threat to health or safety, including:

- imminent eviction
- utility shutoff
- lack of food or shelter

Emergency assistance may be granted prior to full eligibility determination when necessary to prevent serious harm.

Applicants receiving emergency assistance must complete the standard application process as soon as reasonably possible.

Applicant Responsibilities

Applicants receiving or seeking assistance must:

- cooperate with the Welfare Administrator
- cooperate in obtaining proof of residency and completing an application to a municipality of origin when applicable.
- actively seek employment if able to work
- apply for other available benefits
- provide requested documentation
- participate in case management services as required

Failure to comply with these responsibilities may result in denial or termination of assistance.

Disqualification

Assistance may be denied or suspended if applicant:

- provides false information

- refuses to cooperate with the application process
- voluntarily leaves employment without good cause
- refuses suitable employment
- fails to pursue other available resources

Appeals and Fair Hearings

Applicants who disagree with a decision regarding eligibility or assistance may request a fair hearing. Inter-municipal hearings do not replace an applicant's fair-hearing rights. Requests for hearings must be made in writing within the timeframe established by RSA 165.

Upon receiving a request:

- the Town shall schedule a hearing
- a hearing officer shall be appointed.

Following the hearing, the hearing officer shall issue a written decision.

Residency Disputes and Reimbursement

When an applicant is believed to have residence for local welfare purposes in another municipality or jurisdiction, CHS may coordinate with the appropriate welfare officials regarding residency, financial responsibility, and reimbursement for assistance provided.

The Town may request reimbursement, request or participate in inter-municipal hearings, and pursue other remedies authorized under RSA Chapter 165.

Records and Confidentiality

All records related to General Assistance applications and determinations shall be maintained in accordance with RSA Chapter 165, applicable privacy laws, and the terms of the Town's agreement with CHS.

Fraud Recovery

If assistance is obtained through fraud or misrepresentation, the Town will pursue recovery of funds as permitted by law. Recipients are required to repay assistance when they become financially able to do so. Homeowners will have a lien placed on their home, with interest, for the amount of assistance provided.

Availability of Guidelines

These guidelines and the NHMA Model Welfare Guidelines shall be made available to any person upon request.

Annual Review

These guidelines, the allowable levels of assistance (Appendix A), and the agreement between the Town and Greater Derry Community Health Services shall be reviewed annually. The Town may amend these guidelines as necessary to comply with changes in law or program administration.

Effective Date

These guidelines shall take effect upon adoption by the Londonderry Town Council and shall remain in effect until amended or repealed.

Appendix

The following appendix is incorporated into and made part of these Guidelines:

- APPENDIX A – Allowable Levels of Assistance Payments for the Town of Londonderry
- This Appendix is adopted pursuant to RSA 165 and related State of New Hampshire welfare regulations. It establishes the allowable levels of assistance for General Assistance administered by the Town of Londonderry.



Town of Londonderry, NH General Assistance (Welfare) Guidelines

Authority

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Upon receiving a request:

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- a hearing officer shall be appointed.

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If assistance is obtained through fraud or misrepresentation, the Town will pursue recovery of funds as permitted by law. Recipients are required to repay assistance when they become financially able to do so. Homeowners will have a lien placed on their home, with interest, for the amount of assistance provided.

Availability of Guidelines

These guidelines and the NHMA Model Welfare Guidelines shall be made available to any person upon request.

Annual Review

|

These guidelines, the allowable levels of assistance (Appendix A), and the agreement between the Town and Greater Derry Community Health Services shall be reviewed annually. The Town may amend these guidelines as necessary to comply with changes in law or program administration.

Effective Date

These guidelines shall take effect upon adoption by the Londonderry Town Council and shall remain in effect until amended or repealed.

Appendix

The following appendix is incorporated into and made part of these Guidelines:

- APPENDIX A – Allowable Levels of Assistance Payments for the Town of Londonderry
- This Appendix is adopted pursuant to RSA 165 and related State of New Hampshire welfare regulations. It establishes the allowable levels of assistance for General Assistance administered by the Town of Londonderry.



Town of Londonderry, New Hampshire

268B Mammoth Road • Londonderry, NH 03053

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RESOLUTION 2026-12

A Resolution Relative to

THE REVISION OF THE GENERAL ASSISTANCE GUIDELINES

WHEREAS pursuant to RSA Chapter 165, municipalities in the State of New Hampshire are required to provide general assistance to eligible persons and to adopt written guidelines governing the administration of such assistance; and

WHEREAS the Londonderry Town Council most recently adopted revised General Assistance Guidelines and allowable levels of assistance through Resolution 2026-03; and

WHEREAS House Bill 348, enacted as Chapter 81 and effective July 21, 2026, amended RSA Chapter 165 regarding residency determinations, proof of residency, temporary emergency assistance, inter-municipal coordination, reimbursement and hearings, and protections for individuals who leave another municipality because of domestic violence, stalking, sexual assault, or human trafficking

WHEREAS, the Town's General Assistance Guidelines have been revised to incorporate these statutory changes, including procedures for verifying residency, providing temporary emergency assistance, coordinating with other municipalities, and determining financial responsibility, while clarifying that temporary emergency assistance does not establish Londonderry residency.

NOW THEREFORE BE IT RESOLVED by the Town Council of the Town of Londonderry that the revised Town of Londonderry General Assistance Guidelines are hereby adopted as presented and shall take effect immediately upon passage of this Resolution.

Ron Dunn – Chair
Town Council

Sharon Farrell – Town Clerk

PASSED AND ADOPTED by the Londonderry Town Council this 3rd day of August 2026.



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

Town Council Meeting – Agenda Item Coversheet

Meeting Date: 8/3/2026
Submitted By: TM Shaun Mulholland
Department: Town Manager

Contact Information: Email or Telephone
Estimated Discussion Time: 10 Minutes

Agenda Item Title: Discuss and set a public hearing to approve expanding the Pettengill Rd. Tax Increment Finance District to include additional property parcels.

Background and Purpose: On March 3, 2025 the Londonderry Town Council approved Resolution 2025-02 creating the Pettengill Road Area Tax Increment Financing (TIF) District. The Town Manager proposes to add properties at the following locations to the TIF District,

4 Akira Way

148 Harvey Rd.

10 Navigator Rd.

11 Navigator Rd.

This would allow the Town to use TIF funds to renovate the structures at 10 Navigator Rd. This property is owned by the Londonderry Housing & Redevelopment Authority. The LHRA leases this property to Enterprise Mobility (rental car). Renovation of this structure would allow LHRA to extend its lease agreement with EM for an extended period of time. The is considerable revenue value to the Town as indicated below.

In exchange for rent abatement for the lease of 10 Navigator Rd., the current requirement for EM is to remit a minimum of \$1.3M in vehicle registration revenue to the Town. Over the last 3 years, EM has averaged just under \$1.8M in revenue/year. With the assumption that EM requires up to \$2M (\$1.9M is the most recent number used) for site improvements, and that the Town is able to release the \$2M to EM from the TIF funds, in increments previously discussed but to be confirmed by the pending MOU (e.g., ~\$950K on execution, then another equal chunk by January, and any balance thereafter as available):

- The new lease between LHRA and EM will continue the rent abatement for EM. EM will be required to "pay back" the Town for the TIF funds, plus a nominal 10% interest by way of increased annual registration revenue to the Town, as follows:
 - Years 1-5, \$2.1M/year (a net increase above the 3-year average of \$300K/year, or \$1.5M by the end of year 5) or \$10.5M total revenue for 5 years
 - Years 6-10, \$2.2M/year (a net increase above the 3-year average of \$400K/year, or \$800K by the end of year 7) or \$11M total revenue for 5 years
- **The end of year 7 would mark payback plus interest completed by EM (e.g., \$2M + \$200K). This also marks the first opportunity for EM to terminate the lease. There are

additional safeguards in the lease should EM breach/default on the lease early, so that the Town still gets payback of TIF funds.**

- Years 11-15, \$2.3M/year or \$11.5M for 5 years
- Years 16-20, \$2.4M/year or \$12M for 5 years
- Years 21-25, \$2.5M/year or \$12.5M for 5 years
- Years 26-30, \$2.6M/year or \$13M for 5 years

All told, if run to full completion with the initial 20-year lease plus the two 5-year extensions, this would result in \$70.5M in revenue to the Town, in exchange for the rent abatement and the use of \$2M in TIF funds for the EM site improvements.

Action: Schedule a public hearing on 8/17 to receive public input regarding the proposed changes to the TIF district.

Proposed Motion: *MOTION that the Londonderry Town Council hereby schedules a public hearing on August 17, 2026 at 7 pm to receive public input regarding the proposed changes to the Pettengill Road Area Tax Increment Financing District to include adding five additional properties.*

Attachments:



TOWN OF LONDONDERRY, NEW HAMPSHIRE
AMENDED AND RESTATED
PETTINGILL ROAD AREA
DEVELOPMENT PROGRAM AND
TAX INCREMENT FINANCING PLAN

Pursuant to New Hampshire RSA Chapter 162-K

DRAFT FOR TOWN COUNCIL CONSIDERATION

Not adopted. Subject to public hearing, legal review, final exhibits, and separate appropriation.

Prepared for Town Council consideration

August 2026

Amending Resolution 2025-02 and the March 2025 Pettengill Road Area TIF Plan

Council Action Summary

PURPOSE OF THIS AMENDMENT

This amended and restated plan proposes to enlarge the Pettengill Road Area Tax Increment Financing (TIF) District by four parcels and to add a defined public-asset rehabilitation project at 10 Navigator Road. The property is owned by the Londonderry Housing and Redevelopment Authority (LHRA) and leased to Enterprise Mobility. The proposed project would use an estimated \$2,000,000 of legally available TIF funds for permanent building and site improvements, subject to the controls and approvals in this plan.

RECOMMENDED COUNCIL DIRECTION

Schedule the required public hearing; confirm that the operative expansion contains the four parcels listed below; and direct staff to complete the final legal, financial, engineering, lease, security, and assessor documentation.

Do not release TIF funds through adoption of this plan alone. Any appropriation, contract, reimbursement, or construction authorization must return to the Council or be approved under authority expressly delegated by the Council.

Existing authorization	Resolution 2025-02, adopted March 3, 2025.
Proposed parcel additions	4 Akira Way; 148 Harvey Road; 10 Navigator Road; and 11 Navigator Road.
Primary capital project	Permanent rehabilitation and site improvements at 10 Navigator Road, a public asset owned by LHRA.
TIF participation	Projected \$2,000,000, payable only for verified eligible costs and only from legally available TIF cash.
Enterprise performance commitment	Minimum annual municipal motor vehicle permit-fee revenue schedule of \$2.1 million to \$2.6 million, plus a contractual shortfall payment mechanism.
Current Enterprise benchmark	Existing requirement of at least \$1.3 million; three-year actual average reported at just under \$1.8 million. Both figures require final verification.
30-year planning outcome	\$70.5 million in gross minimum municipal permit-fee revenue; \$16.5 million above the \$1.8 million annual planning baseline.
Early recovery benchmark	Cumulative revenue above the planning baseline reaches approximately \$2.3 million by the end of Year 7, exceeding a \$2.2 million recovery target.
No automatic appropriation	Adoption establishes eligible uses and financing parameters; it does not appropriate or encumber funds.

Confirmed Four-Parcel Boundary Scope

FOUR-PARCEL SCOPE FOR COUNCIL CONSIDERATION

This amended plan proposes adding 4 Akira Way, 148 Harvey Road, 10 Navigator Road, and 11 Navigator Road to the existing district.

The final legal notice, parcel schedule, Assessor certification, and GIS exhibit must use this same four-parcel scope. Any later parcel addition would require a separate plan modification and all applicable notice, hearing, calculation, and approval steps.

Proposed Adoption Sequence

Step	Action	Control
1	Council direction	Confirm four-parcel scope and authorize completion of hearing materials.
2	Notice and consultation	Provide statutory notice and a reasonable opportunity for the School Board and County Commissioners to review fiscal implications.
3	Public hearing	Proposed for August 17, 2026, or another duly noticed date.
4	Final adoption	Schedule action at least 15 days after the hearing; a hearing on August 17 would permit action no earlier than September 1, 2026 (9/14/26 Council Mtg.)
5	Project approvals	Complete definitive agreements, certified project budget, due diligence, appropriation, and disbursement authorization before any payment.

Document Guide and Status

This document is intended to serve as the complete amended and restated development program and tax increment financing plan for the Pettengill Road Area TIF District. Upon adoption, it should replace the March 2025 plan for administrative use, while preserving Resolution 2025-02 except as expressly amended by the new resolution.

IMPORTANT STATUS

This is a policy and financing-plan draft, not a legal opinion, construction authorization, appropriation, loan agreement, lease amendment, or guarantee agreement.

Town Counsel should confirm TIF eligibility, LHRA authority, the enforceability and characterization of the Enterprise revenue floor and shortfall payment, and compliance with all deed, grant, bond, procurement, and public-purpose requirements.

Location	Subject	Purpose
Part I	Statutory plan	Restates the district plan in the order of RSA 162-K:1 through 162-K:16.
Part II	10 Navigator implementation controls	Defines conditions precedent, eligible costs, payment controls, security, reporting, and remedies.
Appendix A	Parcel schedule	Identifies the four proposed additions and preliminary planning values.
Appendix B	Enterprise revenue schedule	Shows annual minimums, baseline comparison, and recovery benchmark.
Appendix C	Preliminary map	Displays revised planning references highlighting the four proposed additions.
Appendix D	Draft resolution	Provides a Council-ready amendment resolution with placeholders for final dates and certified figures.
Appendix E	Verification record	Lists documents, assumptions, and items requiring final certification.

Defined Planning Assumptions

- The proposed expansion contains four parcels: 4 Akira Way, 148 Harvey Road, 10 Navigator Road, and 11 Navigator Road.
- The maximum Town TIF contribution to the 10 Navigator project is \$2,000,000. The final amount may be lower after scope validation and competitive pricing.
- The historical Enterprise planning baseline is \$1,800,000 per year in municipal motor vehicle permit-fee revenue. The Finance Director and Town Clerk will verify the baseline before execution.
- Enterprise minimums are contractual revenue floors. Statutory municipal permit fees remain calculated and collected under applicable motor vehicle law; any shortfall is satisfied by a separate contractual payment.
- All parcel values, acreage, ownership, tax status, and original assessed values are preliminary until certified by the Assessor and reflected in the final legal exhibit.
- The Town will use the assessed-value limitation under RSA 162-K:5, II. No reliance is placed on the five-percent acreage alternative.

Part I - Amended and Restated District Plan

RSA 162-K:1 - Local Option

The Town previously adopted RSA Chapter 162-K by Resolution 2013-12. This amended and restated plan is adopted under that continuing authority.

RSA 162-K:2 - Definitions

Terms used in this plan have the meanings assigned by RSA 162-K:2. In addition, the following plan-specific terms apply:

- **"Enterprise"** means Enterprise Mobility and any approved parent, affiliate, successor, or controlled registrant included in the definitive agreement.
- **"Eligible Project Costs"** means verified, permanent capital costs at 10 Navigator Road that are expressly authorized by this plan and the definitive project agreement.

- **"Qualifying Municipal Permit-Fee Revenue"** means municipal motor vehicle permit fees actually received by the Town and attributable to vehicles covered by the definitive agreement, excluding state fees, clerk fees, penalties, unrelated fees, and contractual shortfall payments.
- **"Shortfall Payment"** means a contractual payment by Enterprise equal to the difference between the applicable annual minimum and actual qualifying municipal permit-fee revenue, if actual revenue is lower.

RSA 162-K:3 - Authorization; Prior Adoption

The Town Council established the Pettengill Road Area TIF District through Resolution 2025-02 on March 3, 2025. The original plan authorized transportation, pedestrian, utility, and related public infrastructure improvements within the district. This amendment enlarges the district and adds public-building rehabilitation and related site improvements as an eligible development-program activity.

RSA 162-K:4 and RSA 162-K:9, IV - Hearing and Amendment Procedure

Before final adoption, the Town Council shall conduct a public hearing on the enlarged district, this amended development program, and the amended financing plan. Notice shall include a description of the proposed district and shall be provided in the manner and time required by law. The School Board and County Commissioners shall receive a reasonable opportunity to meet with the Council and shall be fully informed of the fiscal and economic implications.

The final resolution shall state the hearing date, notice dates, consultation completed, adoption date, and effective date. Final Council action shall occur no earlier than the statutory period after the hearing.

RSA 162-K:5 - Establishment of Districts; Limitations

A. Proposed Boundary Enlargement

The district is enlarged by the four parcels listed in Appendix A: 4 Akira Way, 148 Harvey Road, 10 Navigator Road, and 11 Navigator Road. The Assessor and GIS staff shall prepare the final parcel list and legal map for attachment to the adopting resolution. In the event of a conflict, the final certified parcel schedule and legal exhibit control.

B. Public-Purpose Finding

The Council finds that the enlargement and development program serve public purposes by preserving and improving a publicly owned facility, supporting continued and expanded commercial activity near the airport, retaining a significant source of municipal motor vehicle permit-fee revenue, enabling future industrial development, improving district infrastructure, and leveraging private contractual commitments while protecting taxpayers.

C. Statutory Limitation Used

The Town will demonstrate compliance under the assessed-value test in RSA 162-K:5, II. The original district planning table reported assessed value of \$284,083,403. The four proposed parcels have a combined preliminary 2025 market/assessed value of \$3,880,800, including the market value assigned to the tax-exempt 10 Navigator Road parcel. The resulting conservative planning total is \$287,964,203.

Compared with the Town's estimated 2025 assessed valuation of \$7,345,941,300, the conservative planning total is approximately 3.92 percent, below the eight-percent limit for a single district. The statutory calculation uses taxable assessed value; therefore, the inclusion of 10 Navigator Road's market value in this planning estimate is conservative. The Assessor shall certify the final taxable assessed values immediately before adoption.

NO RELIANCE ON THE ACREAGE ALTERNATIVE

The original map reported approximately 1,407 acres. Adding the four parcels produces an estimated 1,422.63 acres, or approximately 5.47 percent of the Town's reported 26,000 acres.

Because this exceeds the five-percent acreage alternative for one district, the adopting resolution should expressly rely on the assessed-value limitation in RSA 162-K:5, II.

D. Original Assessed Value of Added Parcels

On the effective date of the enlargement, the Assessor shall establish the original assessed value for each added parcel in accordance with RSA 162-K:10. Property exempt from taxation at the time of determination is included at zero unless it later becomes taxable, in which case the statutory rule for that transition applies. The Assessor shall confirm and document the tax-exempt status of 10 Navigator Road.

RSA 162-K:6 - Development Program

A. District-Wide Program

Subject to separate budgeting, procurement, and authorization, the development program may include the following facilities and activities within the district:

- Construction, reconstruction, improvement, alteration, or extension of roads, intersections, traffic controls, sidewalks, bicycle and pedestrian facilities, transit-supportive facilities, parking, site circulation, and related transportation infrastructure.
- Extension, replacement, or enhancement of public water, sewer, drainage, stormwater, electric, communications, broadband/fiber, lighting, signage, landscaping, easements, and other public infrastructure serving district development.
- Acquisition of easements, rights-of-way, property interests, design services, engineering, environmental services, permitting, inspection, project administration, and other capital-development costs permitted by law.
- Rehabilitation, reconstruction, improvement, alteration, or extension of public buildings and public sites in the district when the project advances the public purposes and objectives of this plan.
- Grant match, planning, design, and other eligible costs directly related to an authorized capital project.

B. 10 Navigator Road Public-Asset Rehabilitation Project

10 Navigator Road is owned by LHRA and leased to Enterprise. The project objective is to restore and modernize the building and site for safe, code-compliant, durable, and efficient long-term use while securing a measurable municipal revenue commitment. Title to all permanent improvements funded with TIF proceeds shall remain with LHRA.

VALUE-FOR-MONEY REVIEW REQUIRED

The preliminary 2025 market/assessed value of 10 Navigator Road is \$1,752,500, while the proposed TIF participation may be as high as \$2,000,000.

Before funding, the LHRA should provide a-condition assessment, cost review, and appraisal or other value analysis demonstrating that the permanent public-asset improvements, lease value, secured revenue, and useful life justify the investment.

Eligible improvements may include, when supported by the final scope and cost estimate:

- Building envelope, roof, exterior, structural, foundation, and weatherization work.
- Mechanical, electrical, plumbing, fire protection, life-safety, emergency power, communications, and energy-efficiency systems.
- Accessibility, code compliance, interior reconstruction, and fixed building systems necessary for the approved use.
- Permanent site, utility, drainage, pavement, parking, circulation, lighting, security, fencing, loading, and environmental-control improvements.
- Architecture, engineering, surveying, testing, permitting, construction administration, inspection, commissioning, and a reasonable project contingency.
- Other permanent capital items specifically approved in the definitive agreement and found eligible by Town Counsel and the TIF District Administrator.

Ineligible costs include fleet vehicles, movable equipment, furnishings, inventory, consumables, ordinary maintenance, rent, operating expenses, marketing, salaries unrelated to construction, private financing costs not approved by the Town, penalties, costs outside the district, and any cost not supported by documentation or not included in the approved project budget.

C. Open Space, Environmental Controls, Reuse, and Post-Completion Operations

Required element	Plan statement
Public facilities	District-wide infrastructure and the 10 Navigator public-building rehabilitation described above.
Open space	No new public open space is proposed as part of this amendment. Existing requirements remain governed by land-use approvals and applicable law.
Environmental controls	All projects must comply with environmental, stormwater, hazardous-material, building, fire, accessibility, and other applicable requirements. Environmental due diligence is required before funding 10 Navigator.
Reuse of private property	The added private parcels support industrial and commercial development or redevelopment. No Town acquisition is authorized by this plan without separate action.
Post-completion operations	LHRA will retain ownership of 10 Navigator. LHRA and Enterprise will operate and maintain the facility under the lease and definitive agreement. The Town will monitor financial and performance obligations but will not assume ordinary facility operations.
Relocation	No displacement or relocation is anticipated. Any future displacement would require a lawful relocation plan before action.

RSA 162-K:7 - Grants and Other Financial Assistance

The Town may accept and use grants, loans, reimbursements, private contributions, utility participation, and other financial assistance for authorized district improvements. TIF proceeds may be used as matching funds when the resulting investment remains within the district and complies with this plan. No outside funding source may reduce or impair Enterprise's contractual obligations unless the Council expressly approves a corresponding amendment.

RSA 162-K:8 - Bonds and Notes

No new bonded debt is presently assumed for the 10 Navigator project. The project is intended to proceed on a cash basis from legally available TIF resources. Any future bond or note issuance requires separate authorization, compliance with all debt procedures, and a financing analysis demonstrating adequate debt-service coverage. Existing or future debt service has first priority to the extent required by law and prior commitments.

RSA 162-K:9 - Tax Increment Financing Plan

A. Municipal Objectives

- Improve infrastructure capacity, resiliency, safety, and development readiness within the district.
- Enable and encourage additional lawful industrial, commercial, and airport-related development.
- Preserve and enhance a publicly owned building at 10 Navigator Road.
- Retain and increase municipal motor vehicle permit-fee revenue associated with Enterprise fleet activity.
- Leverage private contractual commitments and allocate project risk away from taxpayers.
- Maintain transparent accounting, measurable performance standards, and annual public reporting.

B. Estimated Development-Program Cost

Cost category	Planning estimate	Treatment
10 Navigator permanent capital improvements	To be established by final scope and competitive/validated pricing	Included
Design, engineering, permitting, testing, and inspection	To be established in approved project budget	Included
Project contingency	Reasonable amount within approved project budget	Included
Town legal, financial, appraisal, and administration costs	Actual eligible cost, if charged to district	Included within cap unless Council states otherwise
Estimated Town TIF Fund participation	\$2,000,000	Projected amount

The \$2,000,000 is a target. The approved amount shall be based on a final scope, independent cost review, procurement method, funding availability, and value-for-money determination. Costs incurred before the eligibility date are not reimbursable unless the Council expressly authorizes them and Town Counsel confirms eligibility.

C. Sources of Revenue and Financing

Primary project source	Cash on hand and future tax increments legally available in the Pettengill Road Area TIF Fund.
Other potential sources	Grants, LHRA funds, Enterprise/private contributions, utility participation, and other lawful sources.
Bonded indebtedness for 10 Navigator	\$0 presently assumed.
General Fund commitment	None created by this plan.
Enterprise permit-fee revenue	General municipal revenue and a performance measure; not a property-tax increment and not automatically deposited into the TIF Fund.

Shortfall payments

Contractual general revenue; separately accounted for and not represented as statutory motor vehicle permit fees.

D. Tax Increment Estimate and Funding Constraint

The March 2025 planning table estimated approximately \$454,101 in annual tax increment at full projected build-out. That figure was illustrative, used a prior tax rate and assumptions, and must be updated by the Assessor and Finance Director before project authorization. For this amendment, the four added parcels are conservatively assumed to produce no immediate new increment at adoption because their existing assessed values become base value. Only later captured growth may generate increment.

CASH-AVAILABLE LIMIT

No contract, reimbursement, or construction authorization may exceed legally available TIF cash plus firmly committed outside funds.

The Finance Director shall certify the TIF fund balance, outstanding obligations, restricted amounts, projected collections, and required reserve before each funding authorization.

E. Enterprise Minimum Municipal Permit-Fee Revenue Schedule

Years	Annual minimum	5-year gross	Annual above \$1.8M baseline	5-year amount above baseline	Cumulative above baseline
1-5	\$2.1M	\$10.5M	\$0.3M	\$1.5M	\$1.5M
6-10	\$2.2M	\$11.0M	\$0.4M	\$2.0M	\$3.5M
11-15	\$2.3M	\$11.5M	\$0.5M	\$2.5M	\$6.0M
16-20	\$2.4M	\$12.0M	\$0.6M	\$3.0M	\$9.0M
21-25	\$2.5M	\$12.5M	\$0.7M	\$3.5M	\$12.5M
26-30	\$2.6M	\$13.0M	\$0.8M	\$4.0M	\$16.5M
TOTAL	-	\$70.5M	-	\$16.5M	\$16.5M

At the end of Year 7, the illustrative cumulative amount above the \$1.8 million annual planning baseline is \$2.3 million: \$1.5 million during Years 1-5 plus \$0.8 million during Years 6-7. This exceeds a \$2.2 million recovery benchmark equal to 110 percent of the maximum TIF contribution. The definitive agreement shall use exact dollars and define whether the benchmark is merely a performance milestone or a legally enforceable repayment obligation.

F. Required Guarantee Mechanics

- The annual minimum is a contractual revenue floor and does not alter the statutory calculation of municipal motor vehicle permit fees.
- The Town Clerk and Finance Director will certify qualifying revenue after each fiscal or registration year, using a defined vehicle/account population and auditable records.
- If qualifying revenue is below the annual minimum, Enterprise will pay the certified shortfall within the period stated in the agreement. A shortfall payment will be accounted for separately from permit fees.

- Revenue above the minimum will not reduce future annual minimums unless the agreement expressly provides a limited carry-forward approved by the Council.
- The obligation will be supported by an acceptable parent guaranty, letter of credit, security deposit, recapture covenant, or combination of protections.
- Termination, default, assignment, casualty, condemnation, affiliate changes, fleet transfers, and changes in law will be addressed expressly so that the Town retains the intended economic protection.
- Enterprise will have no ordinary termination right before the end of Year 7. Any earlier permitted termination will trigger payment of the unrecovered protected amount unless caused by a defined Town/LHRA default, casualty, or condemnation and otherwise approved by the Council.
- The guarantee survives expiration or early termination to the extent necessary to satisfy accrued shortfalls, recapture, indemnity, audit, and record-retention obligations.

G. Estimated Fiscal Impact on Taxing Jurisdictions

The existing assessed value of the added taxable parcels becomes original assessed value and remains on the tax base for all taxing jurisdictions. The tax-exempt 10 Navigator parcel is treated as required by RSA 162-K:10. Only future captured assessed value dedicated by this plan is retained in the TIF Fund during the program. Therefore, the immediate diversion attributable solely to adding existing parcels is estimated at \$0 at adoption; future impacts depend on actual appreciation, development, exemptions, tax rates, capture percentage, and program duration.

Jurisdiction / item	Estimated impact
Town	Receives base taxes and retains the designated tax increment for district costs. Also receives Enterprise municipal permit fees and any contractual shortfall payments as general revenue.
Londonderry School District	Continues to receive taxes attributable to original assessed value; does not receive the dedicated portion of future captured value while retained by the TIF plan.
Rockingham County	Same treatment as the School District for dedicated future captured value.
State education property tax	Same treatment as applicable under state tax-rate and equalization procedures.
Excess captured value	May be returned to the tax lists when not required for authorized costs, debt, reserves, or development-program implementation.

H. Duration and Termination

The amended program is expected to remain in effect for up to 30 years from the effective date of the definitive Enterprise agreement, or for the period necessary to satisfy district obligations, whichever is appropriate. The Council may terminate the district earlier when obligations are satisfied and termination serves the public interest. The Enterprise planning schedule assumes an initial 20-year lease term and two five-year extensions; final lease terms must be consistent with the revenue schedule and project protections.

I. Appropriations and Material Modifications

This plan does not itself appropriate funds. Each appropriation or spending authorization must comply with the Town Charter, budget law, procurement requirements, and Council procedures. Any material increase in the project cap, addition of parcels, extension of duration, new bonded debt, or substantial change in objectives or revenue structure requires the notice, hearing, and approval required for a plan modification.

RSA 162-K:10 - Computation and Use of Tax Increments

The Assessor shall establish and maintain original assessed value, current assessed value, captured assessed value, and any excess captured assessed value in accordance with law. The Town intends to retain the full captured assessed value needed for authorized district costs, subject to annual review and any decision to return excess captured value to the tax lists.

Tax increments shall be deposited in the TIF Fund and used only for costs and administrative expenses authorized by the adopted plan. Enterprise permit-fee revenue and shortfall payments shall be recorded outside the TIF Fund unless Town Counsel and the Finance Director determine another treatment is legally required. Separate ledgers shall prevent commingling and double counting.

RSA 162-K:11 - Annual Report

The District Administrator shall prepare the required annual TIF report and provide it to the Council, Advisory Board, Assessor, Finance Director, and other recipients required by law. In addition to statutory items, the report shall include:

- Original, current, captured, retained, and excess assessed values; tax increment received; fund balance; encumbrances; reserves; and expenditures by project.
- Status of all district debt and contractual obligations.
- 10 Navigator project budget, contracts, payments, change orders, retained amounts, completion status, and closeout.
- Qualifying Enterprise municipal permit-fee revenue, annual minimum, any shortfall payment, cumulative amount above the verified baseline, and remaining protected amount.
- Lease status, defaults, waivers, security instruments, insurance, audit findings, and material risks.
- Progress toward development-program objectives and recommended amendments or release of excess captured value.

RSA 162-K:12 - Maintenance and Operation

Ordinary maintenance and operating costs are not eligible TIF expenses unless expressly authorized by law and this plan. LHRA and Enterprise shall be responsible for operating and maintaining 10 Navigator Road in accordance with the lease and definitive agreement. Future major capital rehabilitation may be considered only through a separate scope, funding analysis, and Council authorization.

RSA 162-K:13 - Administration and Contracting

The Town Manager is designated District Administrator, subject to the Town Charter, Council policy, procurement rules, appropriations, and this plan. The Administrator may coordinate with LHRA, Enterprise, the Advisory Board, Assessor, Finance Director, Town Clerk, Planning and Economic Development staff, Department of Public Works, legal counsel, engineers, and other professionals.

The Town may enter contracts, leases, reimbursement agreements, development agreements, security instruments, and related documents authorized by law. For the 10 Navigator project, the preferred structure is a three-party agreement among the Town, LHRA, and Enterprise, together with an amended lease and any parent guaranty or security agreement.

RSA 162-K:14 - Advisory Board

The Council shall maintain an Advisory Board that fairly represents owners and occupants in the district as required by law. The Advisory Board should review this amendment, the annual report, significant project changes, and recommendations concerning excess captured value. Advisory Board review does not replace Council approval or professional due diligence.

RSA 162-K:15 - Relocation

No residential or business relocation is anticipated from this amendment. If a future project would displace any person, family, business, or other occupant, the Town shall adopt and implement a lawful relocation plan before displacement.

RSA 162-K:16 - Joint Municipal Districts

No joint municipal district is proposed. Addition of property in another municipality would require a separate joint-district process and plan readoption.

Part II - 10 Navigator Road Implementation Controls

The following controls are material conditions of the development program. They are intended to convert the policy concept into a transparent, auditable, performance-based public investment.

1. Conditions Precedent to Any Funding Commitment

Condition	Required evidence
Final plan adoption	Council adoption after required hearing, notice, and consultation; final four-parcel legal map and certified parcel schedule attached.
Legal review	Written approval by Town Counsel of TIF eligibility, public purpose, LHRA authority, lease structure, guarantee/shortfall mechanics, security, procurement, tax status, and form of all definitive agreements.
LHRA approvals	LHRA board resolution approving the project, amended lease, ownership of improvements, maintenance obligations, reimbursement terms, records, audit, insurance, and remedies.
Enterprise approvals	Executed agreement and lease amendment, acceptable authority evidence, parent guaranty/security, fleet-account definition, minimum revenue schedule, audit rights, and shortfall payment terms.
Scope and cost validation	Final plans/specifications, detailed budget, project schedule, independent cost estimate or owner's representative review, and documented value-for-money determination.
Property due diligence	Title/deed restriction review, survey as needed, environmental assessment, hazardous-material review, code and life-safety review, and confirmation of permits and utilities.
Funding certification	Finance Director certification of available TIF cash, existing commitments, required reserves, timing, and maximum lawful obligation.
Appropriation and procurement	Separate Council appropriation or spending authorization and compliance with applicable competitive procurement requirements.
Insurance and risk allocation	Builder's risk, general liability, workers' compensation, property coverage, indemnity, bonding where appropriate, and additional-insured status.

Condition	Required evidence
Assessor certification	Final acreage, taxable assessed value, original assessed value, ownership, exempt status, and statutory limitation analysis.

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2. Disbursement Protocol

1. The Town shall make no unrestricted advance to Enterprise. Payments shall be made directly to contractors or as reimbursement to LHRA for verified, approved, and paid eligible costs.
2. The final agreement shall establish one or more milestone-based authorizations. Any preliminary concept of date-based tranches, including approximately \$950,000 on execution and another payment by January, is superseded unless incorporated into a verified milestone schedule approved by the Council.
3. Each payment request must include invoices, proof of payment when reimbursement is requested, lien waivers, certified progress, inspection approval, budget status, change-order log, and certification that no duplicate reimbursement has been received.
4. The Town may retain at least ten percent of construction payments, or another prudent amount, until substantial completion, final inspection, closeout documents, warranties, as-built information, and confirmation that all obligations are current.
5. Change orders that would exceed the approved line-item authority, materially alter scope, or increase the Town commitment require prior written approval under the authority specified by the Council.
6. Unspent, unsupported, ineligible, or recovered funds remain or return to the TIF Fund.

3. Performance Security and Recapture

Control	Required term
Protected amount	The definitive agreement shall define the protected amount, initially expected not to exceed \$2,200,000, and the method by which it declines as verified incremental revenue or approved payments accrue.
Security	Parent guaranty, letter of credit, security deposit, recorded covenant, LHRA reimbursement obligation, or another form acceptable to the Council and Town Counsel.
Early termination/default	Immediate payment or accelerated recapture of the unrecovered protected amount, subject to negotiated cure periods and limited exceptions.
Lease protection	No ordinary Enterprise termination before the end of Year 7; adequate remaining lease term and extension structure to support the 30-year schedule.
Assignment/control change	Town consent required for assignment, fleet-account transfer, material affiliate restructuring, or change that could impair revenue.
Setoff and remedies	Town rights to setoff, draw security, recover costs, obtain injunctive relief, audit, and pursue other remedies, with no waiver by delay.
Continuing obligations	Audit, record retention, accrued shortfalls, recapture, indemnity, and payment obligations survive termination as appropriate.

4. Accounting and Verification

- The TIF Fund ledger will record property-tax increments, eligible project costs, administrative costs, encumbrances, debt, and fund balance.
- The General Fund or other legally designated ledger will record municipal motor vehicle permit fees and contractual shortfall payments. The two revenue types will not be commingled in reporting.
- The Town Clerk will identify qualifying Enterprise registrations through agreed account identifiers. Enterprise will provide fleet and affiliate records sufficient to reconcile the Town's data.

- The Finance Director will issue an annual certification of actual qualifying revenue, the annual minimum, any shortfall, the amount above baseline, and cumulative performance.
- The Town and its auditors will have inspection and audit rights for the term of the agreement and a defined period thereafter.
- Any dispute procedure will require payment of undisputed amounts and will not delay the Town's access to records or security.

5. Project Governance and Decision Rights

Town Council	Adopts/amends plan; approves material agreement terms; authorizes cap changes, debt, parcel changes, and material scope changes.
Town Manager / District Administrator	Coordinates implementation, negotiates within Council parameters, approves routine administration, and reports annually.
Finance Director	Certifies funds, controls accounting, reviews payment requests, and certifies annual revenue performance.
Town Clerk	Verifies qualifying municipal motor vehicle permit-fee receipts and registration account data.
Assessor	Certifies boundaries, taxable values, original assessed values, captured value, and statutory limits.
LHRA	Owns the asset and improvements, procures/oversees work as agreed, maintains the property, administers the lease, and provides records.
Enterprise	Performs lease and revenue obligations, maintains required operations, pays shortfalls/recapture, provides records, and preserves security.
Advisory Board	Reviews plan implementation and annual reporting and provides recommendations.
Town Counsel and advisors	Confirm legal authority, draft/approve documents, review procurement and risk, and protect the Town's interests.

Appendix A - Proposed Four-Parcel Addition Schedule

The following information is for planning purposes and must be certified by the Assessor and reconciled to the final GIS/legal exhibit before adoption. Values reflect 2025 assessment information. The statutory limitation test uses taxable assessed value, not necessarily the market value shown for exempt property.

Map/Lot	Address	Owner	Acres	2025 value	Planning description
028/031/4	4 Akira Way	L-3 Insight Technology Inc.	2.78	\$470,800	Vacant development land
028/031/35	148 Harvey Road	Eromeno, LLC	3.21	\$307,600	Vacant land / foundation
028/022/8	10 Navigator Road	Londonderry Housing & Redevelopment Authority	4.95	\$1,752,500	Publicly owned; 6,650 sq. ft. office; confirm exempt status
028/022/10	11 Navigator Road	Doain Holdings Company, LLC	4.69	\$1,349,900	Service shop; approximately 12,150 sq. ft.
TOTAL			15.63	\$3,880,800	Four parcels

District-Limit Planning Calculation

Item	Amount / ratio
Existing district assessed value (March 2025 table)	\$284,083,403
Proposed four parcels - conservative planning value	\$3,880,800
Conservative amended district planning total	\$287,964,203
Town estimated 2025 assessed valuation	\$7,345,941,300
Amended district as percent of Town value	3.92%
RSA 162-K:5, II single-district limit	8.00%
Planning margin below limit	4.08 percentage points

Conservative treatment: the calculation above includes the \$1,752,500 market value shown for 10 Navigator Road even though LHRA property may be tax exempt. The Assessor's certified taxable-value calculation controls.

Final Legal Exhibit and Certification Controls

Control	Requirement	Responsible party
Parcel scope	The final legal exhibit must show only the four additions listed in Appendix A.	GIS / Assessor

Control	Requirement	Responsible party
Data reconciliation	Map/lot identifiers, acreage, ownership, tax status, and assessed values must match the Assessor's certification and this plan.	Assessor / Town Counsel

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Appendix B - Enterprise Revenue Floor and Recovery Schedule

This appendix translates the policy concept into a proposed term sheet. The definitive agreement must use exact dollars, a verified baseline, a clear measurement year, and enforceable payment/security provisions.

Year(s)	Annual minimum	Amount above \$1.8M baseline	Cumulative above baseline
1	\$2,100,000	\$300,000	\$300,000
2	\$2,100,000	\$300,000	\$600,000
3	\$2,100,000	\$300,000	\$900,000
4	\$2,100,000	\$300,000	\$1,200,000
5	\$2,100,000	\$300,000	\$1,500,000
6	\$2,200,000	\$400,000	\$1,900,000
7	\$2,200,000	\$400,000	\$2,300,000
8	\$2,200,000	\$400,000	\$2,700,000
9	\$2,200,000	\$400,000	\$3,100,000
10	\$2,200,000	\$400,000	\$3,500,000
11-15	\$2,300,000 / year	\$500,000 / year	\$6,000,000 at Year 15
16-20	\$2,400,000 / year	\$600,000 / year	\$9,000,000 at Year 20
21-25	\$2,500,000 / year	\$700,000 / year	\$12,500,000 at Year 25
26-30	\$2,600,000 / year	\$800,000 / year	\$16,500,000 at Year 30

Proposed Commercial Terms for Negotiation

Term	Proposed requirement
Estimated TIF contribution	\$2,000,000 for verified eligible capital costs.
Recovery benchmark	\$2,200,000, equal to 110 percent of the maximum contribution; final legal characterization subject to counsel.
Baseline	\$1,800,000 per year, subject to verification and precise definition.
First ordinary termination opportunity	After completion of Year 7 and satisfaction of all accrued obligations and any required protected amount.
Initial lease term	20 years, aligned with project completion and agreement effective date.
Extensions	Two five-year extensions, structured to support Years 21-30 minimums.

Term	Proposed requirement
Shortfall payment	Annual minimum minus actual qualifying municipal permit-fee revenue, paid after Town certification.
Security	Parent guaranty and/or letter of credit, deposit, covenant, or other Council-approved protection.
Audit/records	Annual reconciliation plus Town audit rights and retention requirements.
Early default/termination	Recapture of unrecovered protected amount plus accrued shortfalls, costs, and other remedies.
No revenue characterization error	Shortfall payments are contractual payments, not statutory registration or permit fees.

Appendix C - Preliminary District Map

MAP STATUS

The planning references below have been revised to display the four proposed additions listed in Appendix A. They are not legal exhibits.

Before public notice and adoption, GIS and the Assessor must issue a final certified legal exhibit that matches Appendix A exactly.

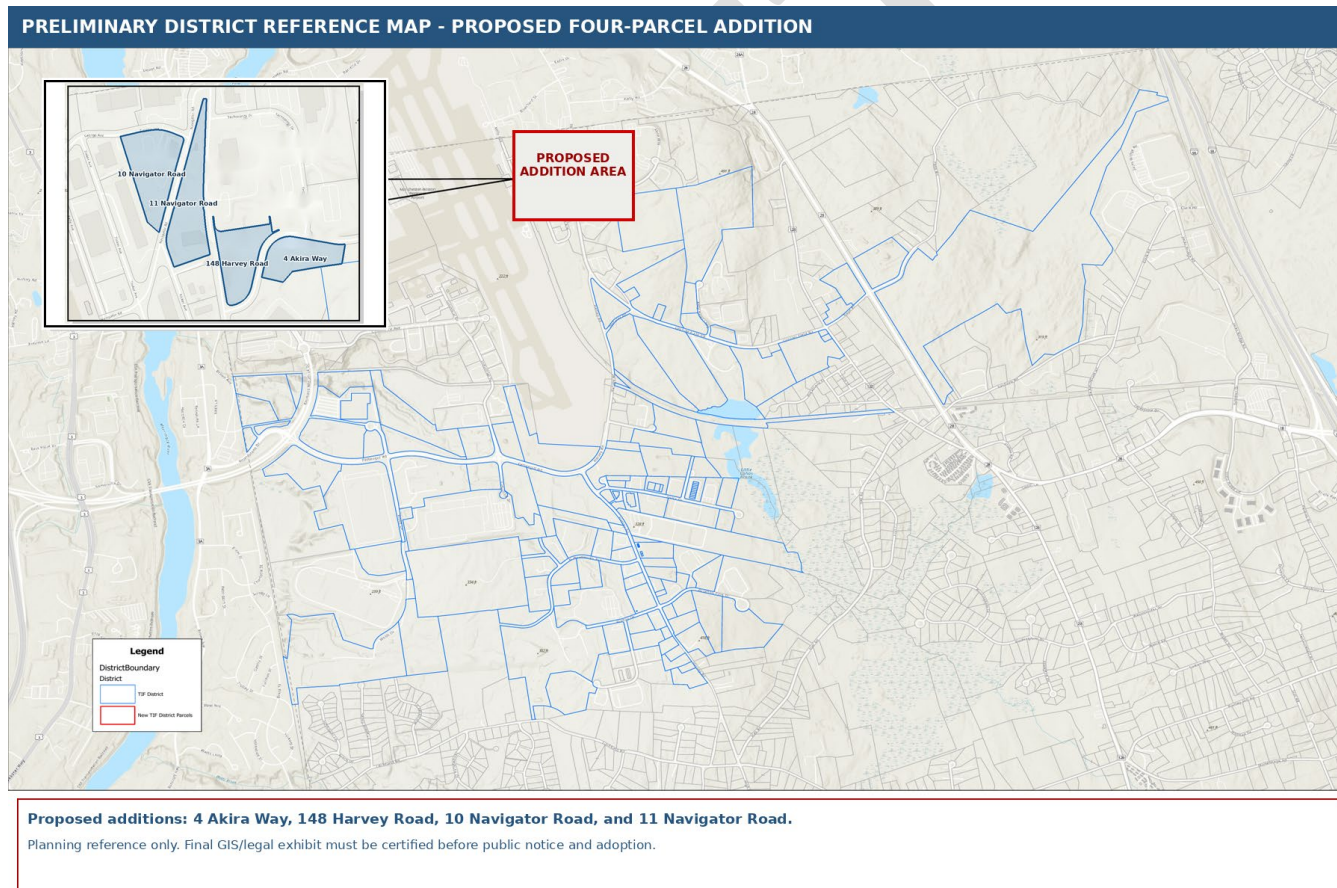


Figure C-1. Preliminary district-wide reference map showing the proposed four-parcel addition. Planning reference only; not a legal exhibit.

PROPOSED FOUR-PARCEL ADDITION - PLANNING REFERENCE

NOT A LEGAL EXHIBIT

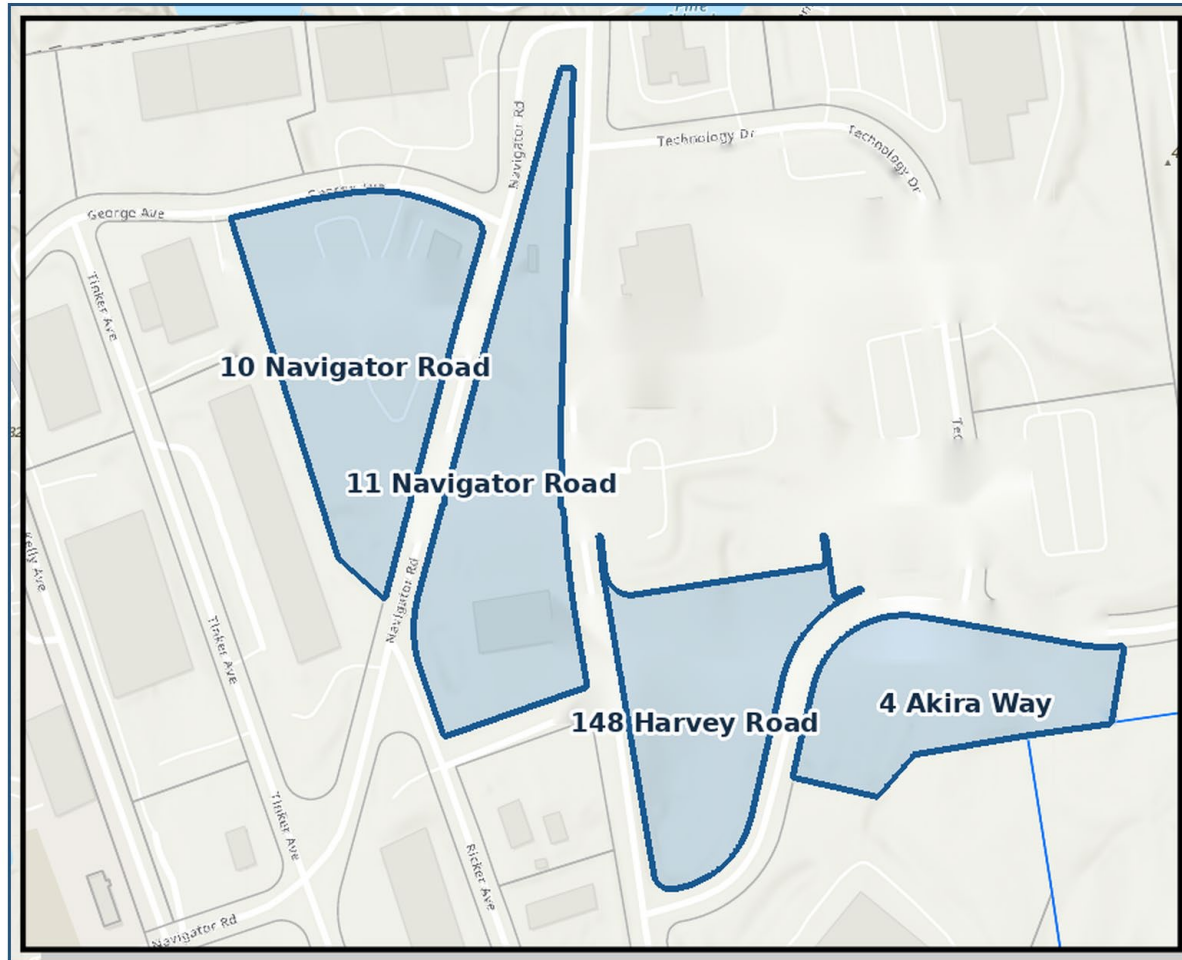


Figure C-2. Enlarged planning inset showing the four proposed additions. Planning reference only; not a legal exhibit.

Appendix D - Draft Town Council Resolution

TOWN OF LONDONDERRY, NEW HAMPSHIRE RESOLUTION 2026-__

A Resolution Amending and Restating the Pettengill Road Area Tax Increment Financing District

WHEREAS the Town Council adopted Resolution 2025-02 on March 3, 2025, establishing the Pettengill Road Area Tax Increment Financing District and adopting its development program and financing plan; and

WHEREAS the Town Council finds that enlarging the district by the four parcels identified in Exhibit A and authorizing the development activities in the Amended and Restated Plan will serve public purposes, including preservation of a publicly owned facility at 10 Navigator Road, economic development, infrastructure improvement, and protection and growth of municipal revenue; and

WHEREAS the Town Council has reviewed the district limitations in RSA 162-K:5 and relies on the assessed-value limitation in paragraph II; the Assessor has certified that the taxable assessed value of the amended district is below eight percent of the most recent total assessed value of taxable real property in the Town; and

WHEREAS a public hearing on the proposed enlargement, development program, and financing plan was held on _____, 2026, after notice as required by RSA 162-K:4, and final action is occurring at least fifteen days after the hearing; and

WHEREAS the Londonderry School Board and Rockingham County Commissioners were provided a reasonable opportunity to meet with the Town Council and were informed of the fiscal and economic implications as required by RSA 162-K:9; and

WHEREAS the Town Council finds that the Amended and Restated Pettengill Road Area Development Program and Tax Increment Financing Plan satisfies RSA Chapter 162-K and establishes appropriate conditions and safeguards for any TIF investment at 10 Navigator Road;

NOW, THEREFORE, BE IT RESOLVED by the Londonderry Town Council as follows:

- 1. The Pettengill Road Area TIF District is enlarged to include 4 Akira Way, 148 Harvey Road, 10 Navigator Road, and 11 Navigator Road, as shown on the final certified Exhibit A.**
- 2. The Town Council adopts the Amended and Restated Pettengill Road Area Development Program and Tax Increment Financing Plan dated _____, 2026, which supersedes the March 2025 plan for administration of the district.**
- 3. The Council finds that the amended district complies with RSA 162-K:5, II based on the Assessor's certification attached as Exhibit B.**
- 4. The development program may include permanent capital rehabilitation and site improvements at 10 Navigator Road, subject to a estimated Town TIF participation of \$2,000,000 and every condition, control, and separate approval stated in the adopted plan.**
- 5. This resolution does not appropriate funds, award a contract, approve a construction scope, authorize an unrestricted advance, or approve a final agreement with LHRA or Enterprise. No payment may be made until the required appropriation, agreements, due diligence, funding certification, procurement, and project approvals are complete.**

6. The Town Manager is authorized to negotiate definitive agreements consistent with the adopted plan and to present material terms and any required appropriation to the Council. The Town Manager may approve only non-material technical corrections to exhibits that do not add parcels, increase cost, extend duration, or alter the public-purpose findings.
7. The Town shall maintain separate accounting for TIF property-tax increments, municipal motor vehicle permit-fee revenue, and contractual shortfall payments.
8. This resolution shall take effect upon passage.

Council Certification

First Reading:	_____
Public Hearing:	_____
Second Reading / Adoption:	_____
Vote:	_____

Chair, Londonderry Town Council

Town Clerk

Appendix E - Source, Assumption, and Verification Record

Source	Use in this draft
Resolution 2025-02 and adopted March 2025 plan	Establishes the existing district, public-purpose findings, statutory structure, initial boundaries, and original financing framework.
March 2025 planning parcel/value table	Source of the existing district planning value of \$284,083,403 and prior illustrative projected annual increment of approximately \$454,101.
August 3, 2026 agenda-item cover sheet	Source of the 10 Navigator project concept, \$2 million project cap, Enterprise revenue schedule, historical baseline, lease concept, and Year 7 recovery objective. The current scope is four parcels.
June 25, 2026 preliminary GIS map	Basemap and preliminary parcel geometry used for Appendix C, revised to display the four proposed additions. A certified legal exhibit is still required.
2025 Town assessment records	Source of preliminary parcel ownership, acreage, use, building information, and value. Assessor certification is required.
Town FY2027 budget / valuation estimate	Source of the \$7,345,941,300 estimated 2025 Town assessed valuation used for the planning ratio.
NH RSA Chapter 162-K	Governs district enlargement, development programs, hearings, financing plans, tax-increment computation, administration, reporting, and advisory-board requirements.
NH RSA Chapter 203	Relevant to LHRA property status, municipal advances to a housing authority, and the authority's powers; final applicability requires counsel review.
NH RSA 261:153	Governs municipal motor vehicle permit fees. The definitive agreement must distinguish statutory permit fees from contractual shortfall payments.

Items Requiring Final Certification Before Public Notice

- ☐ Confirm that only the four listed parcels are proposed; issue a final legal map and parcel schedule that match Appendix A.
- ☐ Confirm parcel owners, map/lot identifiers, acreage, taxable/exempt status, 2025/2026 assessed values, and total Town taxable assessed value.
- ☐ Certify compliance with RSA 162-K:5, II and document the calculation in the resolution record.
- ☐ Confirm the current TIF fund balance, existing obligations, annual increment, and available cash.
- ☐ Validate Enterprise's three-year historical municipal permit-fee revenue and the exact \$1.8 million baseline.
- ☐ Confirm project scope, independent cost estimate, schedule, procurement route, and the rationale for a Town investment up to \$2 million.
- ☐ Obtain Town Counsel review of TIF eligibility, RSA 203 authority, lease, guarantee, shortfall payment, security, recapture, and public-purpose findings.
- ☐ Obtain LHRA and Enterprise approvals and evidence of authority.
- ☐ Prepare the fiscal-impact statement for the School Board and County Commissioners.
- ☐ Set hearing and adoption dates that satisfy statutory timing; document notices and consultation.

Final Drafting Note

BEFORE ADOPTION

Replace all blanks and planning figures with certified information; attach the final four-parcel legal exhibit; insert the public-hearing record; and remove every "DRAFT" marking.

The final plan should be reviewed as a coordinated package with the resolution, fiscal-impact notice, LHRA action, Enterprise agreement, lease amendment, appropriation, and project budget.

DRAFT

HB1161

Bill Details

Title: removing the requirement for municipalities to have an advisory board for development districts.

Sponsors: (*Prime*) [Hicks \(D\)](#), [Colby \(D\)](#), [Fracht \(D\)](#), [Girard \(R\)](#).

LSR Number: **26-2653**

General Status: **SIGNED BY GOVERNOR**

Chapter Number: **83**

House:

Committee: Municipal and County Government

Due Out: 3/5/2026

Status: PASSED/ADOPTED

Senate:

Committee: Election Law and Municipal Affairs

Floor Date: 4/9/2026

Status: PASSED/ADOPTED

CHAPTER 83
HB 1161 - FINAL VERSION

2026 SESSION

26-2653
12/06

HOUSE BILL **1161**

AN ACT removing the requirement for municipalities to have an advisory board for development districts.

SPONSORS: Rep. Hicks, Merr. 24; Rep. Colby, Merr. 9; Rep. Fracht, Graf. 16; Rep. Girard, Sull. 6

COMMITTEE: Municipal and County Government

ANALYSIS

This bill removes the requirement that legislative bodies of municipalities establish an advisory board for each development district and instead permits the creation of such boards.

Explanation: Matter added to current law appears in ***bold italics***.
Matter removed from current law appears ~~[in brackets and struckthrough.]~~
Matter which is either (a) all new or (b) repealed and reenacted appears in regular type.
26-2653
12/06

STATE OF NEW HAMPSHIRE

In the Year of Our Lord Two Thousand Twenty-Six

AN ACT removing the requirement for municipalities to have an advisory board for development districts.

Be it Enacted by the Senate and House of Representatives in General Court convened:

83:1 Advisory Board; Development Districts; Requirement Removed. Amend the section heading and RSA 162-K:14, I to read as follows:

162-K:14 *Optional* Advisory Board.

I. The legislative body of the municipality ~~[shall]~~ *may, in the same manner as the chapter is adopted pursuant to RSA 162-K:1*, create an advisory board for each development district that ensures fair representation of business and community interests. The board shall consist of such number of members appointed or elected as determined by the legislative body. A majority of members shall be owners or occupants of real property within the community and at least one member shall be an owner or occupant of real property within the development district. In a substantially residential development district, however, the board shall consist solely of owners or occupants of real property within the community and at least one member shall be an owner or occupant of real property within the development district.

83:2 Effective Date. This act shall take effect 60 days after its passage.

Approved: May 22, 2026

Effective Date: July 21, 2026



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

Town Council Meeting – Agenda Item Coversheet

Meeting Date: 8/3/2026
Submitted By: ASD Kirsten Hildonen
Department: Town Manager's Office

Contact Information: khildonen@londonderrynh.gov
Estimated Discussion Time: 5 minutes

Agenda Item Title: Discuss and schedule a public hearing for September 14, 2026 regarding adding alternates to the Cemetery Trustees.

Background and Purpose: At their July 21, 2026 meeting, the Londonderry Cemetery Trustees voted 2-0 to initiate the process to add alternates to the board. The Cemetery Trustees are a three-member statutory board established by RSA 289:6 and given responsibility to oversee cemetery maintenance, regulations, and expenditures under RSA 289:7. Because of the small size of the board, if a member is frequently unable to attend, it can limit the board's ability to achieve a quorum and conduct business. Appointing alternates through the procedure outlined in RSA 289:6 would alleviate this issue. Under the RSA, the board of cemetery trustees may recommend up to two alternate members who the Town Council may choose to appoint as alternates for one-year terms.

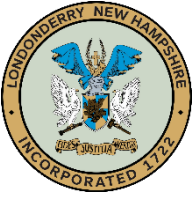
Ordinance 2026-11 would update the current Municipal Code Title V, Chapter III, Section I to add the Cemetery Trustees to the Code, alongside updating and correcting references to RSAs and the Town Charter, correcting the list of boards, committees, and commission, and fixing various errors.

Ordinance 2026-12 would add Chapter 10.2 B – Cemetery Trustees to the municipal code, wherein the authority, composition, organizations, and charge of the board is explicated.

Action: Discuss adding alternates to the Cemetery Trustees. Schedule a public hearing to approve the required changes to the Municipal Code on September 14, 2026.

Proposed Motion: ***MOVED that the Londonderry Town Council hereby schedules a public hearing on September 14, 2026 at 7 p.m. in the Moose Hill Chambers of the Londonderry Town Hall on amending Title V, Chapter III of the Municipal Code and adding Chapter 10.2 B to the Municipal Code.***

Attachments: Chapter 10.2 B draft; redlined Title V, Chapter III, Section I; Ordinance 2026-11; Ordinance 2026-12



Town of Londonderry, New Hampshire

Administrative Code – Chapter 10 Boards, Committees, and Commissions

SECTION 10.2 – STAUTORY BOARDS, COMMISSIONS, AND COMMITTEES

B. CEMETERY TRUSTEES

1. **Authority.** NH RSA 289:6-7
2. **Appointment / Terms.** Three trustees elected to three-year staggered terms, plus up to two alternate members recommended by the Trustees and appointed by the Town Council to one-year terms based on the calendar year.
3. **Vacancies.** Vacancies in the elected Trustees and appointed alternates shall be filled by the Town Council for the remainder of the unexpired term pursuant to RSA 289:6, I and the Londonderry Town Charter § 4.06.
4. **Duties & Responsibilities.**
 - (a) Adopt bylaws and regulations for their transaction of business and for the establishment and management of all municipal cemeteries within their responsibility.
 - (b) Prepare an annual budget indicating what support and maintenance of the municipal public cemeteries will be required out of public funds for submission to the Town Manager.
 - (c) Expend all moneys raised and appropriated by the municipality for cemetery purposes. Such funds shall be maintained in the general fund and paid in the same manner that funds of other municipal departments are paid.
 - (d) Expend income from all trust funds for cemetery purposes in accordance with the conditions of each donation or bequest accepted by the municipality.
 - (e) Coordinate with the Department of Public Works on maintenance and infrastructure needs.
 - (f) Appoint a cemetery sexton as necessary.

CHAPTER III - BOARDS, COMMITTEES AND COMMISSIONS

SECTION I GENERAL AUTHORITY

- A. The following Boards, Committees, and Commissions are established by Statute, whose members are elected or appointed positions pursuant to State Statute:
1. Supervisors of the Checklist _____ RSA 41:46-a
 2. Trustees of the Trust Fund _____ RSA 31:22
 3. Trustees of Leach Library _____ RSA 202-A:6
 4. Cemetery Trustees _____ RSA 289:6
 5. Municipal Records Committee _____ RSA 33-A:3
- B. The following Boards, Committees, and Commissions are established by the Londonderry Town Charter, whose members are elected pursuant to the Town Charter:
1. Advisory Budget Committee _____ Town Charter § 5.14 ~~Section 5.8~~
- C. The following Boards, Committees, and Commissions are authorized by statute and further established by the Town Charter whose members shall be appointed by the Londonderry Town Council:
1. Conservation Commission _____ RSA 36--A:2; Town Charter §4.04(c) ~~Section 9.1.A~~
 2. Planning Board _____ RSA 673:2; Town Charter §4.04(b) ~~Sec. 9.1.A~~
 3. Zoning Board of Adjustment _____ RSA 673:3; Town Charter §4.04(d) ~~Sec. 9.2~~
 4. Capital Improvements Program Committee: Town Charter §5.09(a)(1) ~~Sec. 5.5.A~~
- D. The following Boards, Committees, Commission and Authorities are established by the Londonderry Town Council pursuant to the Town Charter §4.05 whose members shall be appointed by the Londonderry Town Council:
1. ~~Elder Affairs~~ Senior Resources Committee
 2. ~~International Exchange Committee~~ Londonderry Arts Council
 3. Londonderry Housing & Redevelopment Authority (RSA ~~230, 240, 250~~ 203:4)
 4. Recreation Commission (RSA ~~35-B:54~~)
 5. ~~Solid Waste Advisory Committee~~ Utilities Committee
 6. Traffic Safety Committee
 7. ~~Sewer Advisory Committee~~ Beautify Londonderry
 8. ~~Historic District Commission~~ Heritage / Historic District Commission (RSA 673:4 and 673:4-a)
- E. Appointed representatives to Regional Boards, Commissions and Committees shall consist of the following, which list may be amended from time to time to include any board, committee, or commission of the State, County, or local organizations as the Town Council deems necessary:
1. Manchester Airport Authority (~~SB182~~) - Appointed by Manchester Board of Mayor and Aldermen upon recommendation of Town Council
 2. Southern New Hampshire Planning Commission (RSA 36:45-~~536~~) - Appointed by Town Council upon recommendation of the Planning Board

F. Ad-Hoc Committees may be created by the Town Council by Resolution when deemed desirable for a specific purpose and shall serve a specific time.

Revised:

07/17/2006 (2006-07)

02/09/2015 (2015-02)



Town of Londonderry, New Hampshire

268B Mammoth Road • Londonderry, NH 03053

(603) 432-1100 • londonderrynh.gov

ORDINANCE 2026-11

AN AMENDMENT TO THE MUNICIPAL CODE TITLE V, CHAPTER III - BOARDS, COMMITTEES, AND COMMISSIONS

WHEREAS the Town of Londonderry operates boards, committees, and commissions established under the authority of the Londonderry Town Charter, the New Hampshire Revised Statutes Annotated (RSAs), and the Londonderry Town Council; and

WHEREAS Title V, Chapter III of the Londonderry Municipal Code, entitled Boards, Committees, and Commissions contains a list of permanent, standing boards, committees and commissions; and

WHEREAS it is both necessary and desirable to maintain the Code with a current list of boards, committees, and commissions alongside updated and accurate references to the relevant RSAs and Charter provisions.

NOW THEREFORE BE IT ORDAINED by the Town Council of the Town of Londonderry that the Londonderry Municipal Code Title V, Chapter III, Section A is hereby amended as attached. This Ordinance shall take effect upon its adoption.

Ron Dunn – Chair
Town Council

Sharon Farrell – Town Clerk

PASSED AND ADOPTED by the Londonderry Town Council this 14th day of September 2026.



Town of Londonderry, New Hampshire

268B Mammoth Road • Londonderry, NH 03053

(603) 432-1100 • londonderrynh.gov

ORDINANCE 2026-12

CHAPTER 10.2 B – CEMETERY TRUSTEES

WHEREAS the New Hampshire Revised Statutes Annotated (RSA) 289:6 states that every municipality shall elect a board of cemetery trustees consisting of three members; and

WHEREAS the Town of Londonderry has had a board of cemetery trustees constituted as such since March 2023; and

WHEREAS fulfilling the statutory responsibilities of the board of cemetery trustees as enumerated in RSA 289:7 is not possible without a quorum of trustees present at a meeting; and

WHEREAS RSA 289:6 permits the board of cemetery trustees to recommend no more than two persons to the appointing authority to serve as alternate members for terms of one year.

NOW THEREFORE BE IT ORDAINED by the Town Council of the Town of Londonderry that the Londonderry Municipal Code is hereby amended by adopting Chapter 10.2 B Cemetery Trustees as attached herein amending the membership to include up to two alternate members if so recommended by the board of cemetery trustees and so appointed by the Town Council. This Ordinance shall take effect upon its adoption.

Ron Dunn – Chair
Town Council

Sharon Farrell – Town Clerk

PASSED AND ADOPTED by the Londonderry Town Council this 14th day of September 2026.



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

Town Council Meeting – Agenda Item Coversheet

Meeting Date: 8/3/2026
Submitted By: Kirsten Hildonen
Department: Town Manager's Office

Contact Information: khildonen@londonderrynh.gov
Estimated Discussion Time: 2 minutes
TC OFFICE USE

Agenda Item Title: Discuss and schedule a public hearing for August 17, 2026 to approve a revision to the Fire Department Rules and Regulations

Background and Purpose: The Londonderry Fire Department provides Fire Detection and Alarm System services to those occupancies required to have such by the State Fire Code or State Building Code. This is a revenue-generating service. Since the adoption of the most recent version of the Fire Department Rules and Regulations on May 6, 2024, cellular & internet communication methods have become a consistently viable method of communication for these systems, and the State of New Hampshire leaves the determination of acceptable methods of transmission up to the authority having jurisdiction. Currently, the regulations only permit connection to the Londonderry Fire Department Communications Center via radio mater box. Therefore, the Town Council is requested to amend Chapter 4, Section 4-1.1.1(b) as follows:

b. Owner shall purchase, install and connect a radio mater box *or an approved cellular/internet communicator.*

Action: Schedule a public hearing on August 17, 2026 to receive public input and approve the above change to the Londonderry Fire Department Rules and Regulations.

Proposed Motion: ***MOVED that the Londonderry Town Council hereby schedules a public hearing on August 17, 2026 at 7 p.m. in the Moose Hill Council Chambers at Londonderry Town Hall to receive public input regarding amending the Londonderry Fire Department Rules and Regulations.***

Attachments: Ordinance 2026-13



Town of Londonderry, New Hampshire

268B Mammoth Road • Londonderry, NH 03053

(603) 432-1100 • londonderrynh.gov

ORDINANCE 2026-13

AN AMENDMENT TO THE FIRE DEPARTMENT RULES AND REGULATIONS

WHEREAS the Londonderry Town Council last approved revisions to the Londonderry Fire Department Rules and Regulations on May 6, 2024; and

WHEREAS since that date, technology regarding Fire Detection and Alarm Systems transmission and connection have evolved and advanced; and

WHEREAS the Londonderry Fire Department wishes to allow connection to the Londonderry Fire Department Communications Center via approved cellular or internet communicators.

NOW THEREFORE BE IT ORDAINED by the Town Council of the Town of Londonderry that Chapter 4, Section 4-1.1.1(b) is amended to read, "Owner shall purchase, install, and connect a radio mater box or an approved cellular/internet communicator." This ordinance shall become effective immediately upon adoption.

Ron Dunn – Chair
Town Council

Sharon Farrell – Town Clerk

PASSED AND ADOPTED by the Londonderry Town Council this 17th day of August 2026.

SECTION I. Certification and Appearance by Representative (If Other Than Party(ies) Applying)

By signing below, the representative of the Party(ies) applying certifies and swears under penalties of RSA 641:3:

1. all certifications in Section H are true;
2. the Party(ies) applying has (have) authorized this representation and has (have) signed this application;
and
3. a copy of this form was sent to the Party(ies) applying.

Date: _____
(Representative's Signature) (Print Name)

SECTION J. Disposition of Application* (For Use by Selectmen/Assessor)

*RSA 76:16, II states: the municipality "shall review the application and shall grant or deny the application in writing by July 1 after notice of tax date"

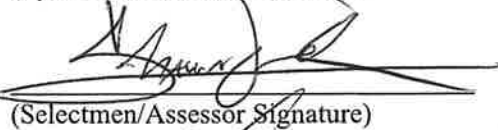
Abatement Request: GRANTED _____ Revised Assessment: \$ _____ DENIED XX

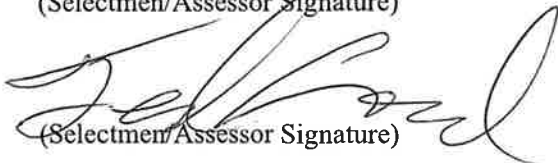
Remarks:

THE TAXPAYERS ASSERTED VALUE OF \$0 IS NOT CREDIBLE AND LACKS ANY ANALYSIS.

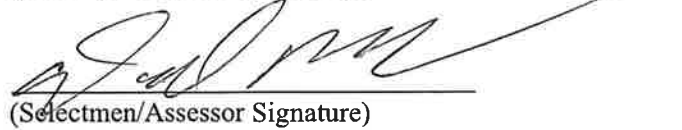
Date: JUNE 29, 2026


(Selectmen/Assessor Signature)


(Selectmen/Assessor Signature)


(Selectmen/Assessor Signature)


(Selectmen/Assessor Signature)


(Selectmen/Assessor Signature)



Abatement

ASSESSING

Abatement #	2025-22	
In-House	YES	
	NO	X

Map/Lot	Property Location	Owner's Name & Address
012 068 0	2 Litchfield Rd Londonderry, NH 03053	CC Properties, LLC [REDACTED]

Original Assessed Value in each year	New Assessed Value	Reduction Amount	Tax Rate
\$494,200.00	\$494,200.00	\$0.00	\$14.47000

Reason for Abatement

The taxpayer's asserted value of \$0 is not credible and lacks any analysis.

Recommendation - Grant (initials)	Recommendation - Deny (initials)	Abatement Amount Granted
	<i>JK</i>	\$0

Prepared By	Date	Tax Year	Date Sent to Tax Collector
AD	6/29/2026	2025	

TAX COLLECTOR

Account Credited (yes / no)	Date Account Credited	Check Needed	Amount Abated

Interest Amount Calculated	Date Interest Calculated to	GL Account (check one)	
		100-00 3110-002 Overlay Acct	100-00 2270-001 Tax Appeals

Check Total			
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FINANCE

Check Amount	Check Date	Check #	Mail Date

Make Check Payable To	Mail Check To	Date Mailed	Date Sent to Assessing

SECTION I. Certification and Appearance by Representative (If Other Than Party(ies) Applying)

By signing below, the representative of the Party(ies) applying certifies and swears under penalties of RSA 641:3:

1. all certifications in Section H are true;
2. the Party(ies) applying has (have) authorized this representation and has (have) signed this application; and
3. a copy of this form was sent to the Party(ies) applying.

Date: _____
(Representative's Signature) (Print Name)

SECTION J. Disposition of Application* (For Use by Selectmen/Assessor)

*RSA 76:16, II states: the municipality "shall review the application and shall grant or deny the application in writing by July 1 after notice of tax date"

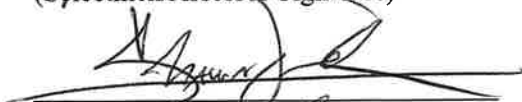
Abatement Request: GRANTED _____ Revised Assessment: \$ _____ DENIED XX

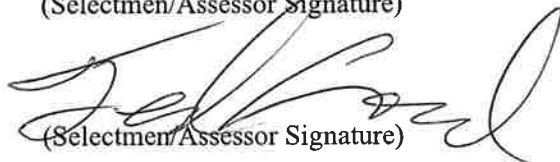
Remarks:

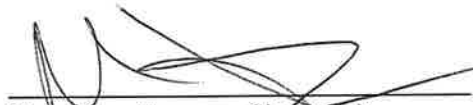
THE TAXPAYERS ASSERTED VALUE OF \$0 IS NOT CREDIBLE AND LACKS ANY ANALYSIS.

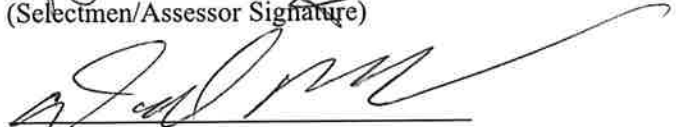
Date: JUNE 29, 2026


(Selectmen/Assessor Signature)


(Selectmen/Assessor Signature)


(Selectmen/Assessor Signature)


(Selectmen/Assessor Signature)


(Selectmen/Assessor Signature)

RECEIVED

MAR 2 2026

FOR MUNICIPALITY USE ONLY:

Town File No.: 2025-22

Taxpayer Name: CC Properties LLC

TAXPAYER'S RSA 76:16 ABATEMENT APPLICATION TO MUNICIPALITY

SECTION A. Party(ies) Applying (Owner(s)/Taxpayer(s))

Name(s): CC Properties, LLC

Mailing Address: c/o Devine Millimet 111 Amherst St., Manchester, NH 03101

Telephone Nos.: (Home) _____ (Cell) _____ (Work) 6036958722 (Email) lgandia@devinemillimet.com

Note: If an abatement is granted and taxes have been paid, interest on the abatement shall be paid in accordance with RSA 76:17-a. Any interest paid to the applicant must be reported by the municipality to the United States Internal Revenue Service, in accordance with federal law. Prior to the payment of an abatement with interest, the taxpayer shall provide the municipality with the applicant's social security number or federal tax identification number. Municipalities shall treat the social security or federal tax identification information as confidential and exempt from a public information request under RSA 91-A.

SECTION B. Party's(ies)' Representative if other than Person(s) Applying (Also Complete Section A)

Name(s): Laura J. Gandia

Mailing Address: 111 Amherst Street, Manchester, NH 03101

Telephone Nos.: (Home) _____ (Cell) _____ (Work) 6036958722 (Email) _____

SECTION C. Property(ies) for which Abatement is Sought

List the tax map and lot number, the actual street address and town of each property for which abatement is sought, a brief description of the parcel, and the assessment.

<u>Town Parcel ID#</u>	<u>Street Address/Town</u>	<u>Description</u>	<u>Assessment</u>
		Map 12 Lot 68 2 Litchfield Rd house/barn	\$490,700

SECTION D. Other Property(ies)

List other property(ies) in the municipality owned in the same name(s), even if abatements for the other property(ies) have not been sought. The taxpayer's entire real property estate must be considered in determining whether the appealed property(ies) is (are) disproportionately assessed.

<u>Town Parcel ID#</u>	<u>Street Address/Town</u>	<u>Description</u>	<u>Assessment</u>
n/a as no ther property in Town has the historic preservation easement			

SECTION E. Reasons for Abatement Application

RSA 76:16 provides that an abatement may be granted for "good cause shown." "Good cause" generally means:
1) establishing an assessment is disproportionate to market value and the municipality's level of assessment; or
2) establishing poverty and inability to pay the tax. This form can be utilized for either basis of requesting an abatement. The taxpayer has the burden to prove good cause for an abatement.

- 1) If claiming disproportionality, state with specificity all the reasons supporting your application. Statements such as "taxes too high," "disproportionately assessed" or "assessment exceeds market value" are insufficient. Generally, specificity requires the taxpayer to present material on the following (all may not apply):
 1. physical data – incorrect description or measurement of property;
 2. market data – the property's market value on the April 1 assessment date, supported by comparable sales or a professional opinion of value; and/or
 3. level of assessment – the property's assessment is disproportionate by comparing the property's market value and the town-wide level of assessment.

Note: If you have an appraisal or other documentation, please submit it with this application.

- 2) If claiming poverty or inability to pay, state in detail why abatement of taxes is appropriate as opposed to some other relief such as relocating, refinancing or obtaining some alternative public assistance.
Ansara v. City of Nashua, 118 N.H. 879 (1978).

(Attach additional sheets if needed.)

Please see attached narrative and supporting documentation

SECTION F. Taxpayer's(s') Opinion of Market Value

State your opinion of the market value of the property(ies) appealed as of April 1 of the year under appeal.

Town Parcel ID# Map 12 Lot 68 Appeal Year Market Value \$ 0

Town Parcel ID# _____ Appeal Year Market Value \$ _____

Explain the basis for your value opinion(s). (Attach additional sheets if necessary.)

See attached opinion of Cassandra Farley

SECTION G. Sales, Rental and/or Assessment Comparisons

List the properties you are relying upon to show overassessment of your property(ies). If you are appealing an income producing property, list the comparable rental properties and their rents.
(Attach additional sheets if needed.)

Town Parcel ID#	Street Address	Sale Price/Date of Sale	Rents	Assessment
n/a as no other property in Town has the historic preservation easement				

SECTION H. Certification by Party(ies) Applying

Pursuant to BTLA Tax 203.02(d), the applicant(s) **MUST** sign the application. By signing below, the Party(ies) applying certifies (certify) and swear(s) under the penalties of RSA 641:3 the application has a good faith basis and the facts stated are true to the best of my/our knowledge.

Date: 3/2/26

Richard A. Flier, manager
(Signature)

Richard A. Flier, manager
(Print Name)

(Signature)

(Print Name)

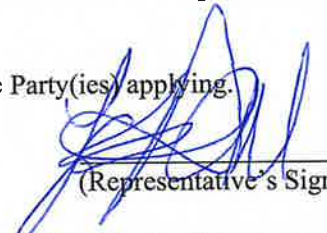
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By signing below, the representative of the Party(ies) applying certifies and swears under penalties of RSA 641:3:

1. all certifications in Section H are true;
2. the Party(ies) applying has (have) authorized this representation and has (have) signed this application; and
3. a copy of this form was sent to the Party(ies) applying.

Date:

03/01/26


(Representative's Signature)

Laura J. Gaudin
(Print Name)

SECTION J. Disposition of Application* (For Use by Selectmen/Assessor)

*RSA 76:16, II states: the municipality "shall review the application and shall grant or deny the application in writing by July 1 after notice of tax date"

Abatement Request: GRANTED _____ Revised Assessment: \$ _____ DENIED _____

Remarks:

Date: _____

(Selectmen/Assessor Signature)

(Selectmen/Assessor Signature)

(Selectmen/Assessor Signature)

(Selectmen/Assessor Signature)

Table of Contents

Exhibits

1. Narrative
2. Letter dated March 1, 2026 from Cassandra Farley
3. Memo to NH Attorney General's Office with Attachments
4. NH Attorney General's Office response regarding Historic Preservation Easement deed

EXHIBIT 1

Please see attached documents explaining the history of the Property as well as professional opinion of Cassandra Farley regarding the value of the property.

The factual history of this property is outlined in the attached memo from Laura Gandia to Jared Davis (with attachments).

This property is unique in assessing the request for tax abatement ***as there are no other properties in Londonderry that were encumbered by this sort of Historic Preservation Easement Deed ("HPED")***. The history of this property demonstrates the unique and unusual circumstances of the HPED and its rezoning.

The New Hampshire attorney General's Office offered its opinion as to the HPED which is attached.

The overly burdensome and questionable restrictions on the property by way of the HPED and the Historic Overlay District (both now removed) provided unique challenges in assessing any value to the Property. As stated in the attached letter from Cassandra Farley, the ability to find a buyer with the HPED and the HOD was virtually non-existent. The HPED severely, if not completely, limited the property's value and development potential. The taxes assessed on the property do not reflect those factors.

It appears that the Owner received a slight adjustment, but this adjustment did not realistically reflect the real-world value of the property.

Therefore, the Owner requests an abatement on all tax years since its ownership in 2017 to present to reflect the de minimis value of the property resulting in his request for a de minimis assessment for all prior years. Said request is permitted by RSA 76:76, I (a) which allows abatement on prior years' taxes.

EXHIBIT 2

175 Canal Street
Suite 401
Manchester, NH 03101

Main: +1 603 623 0100
Fax: +1 603 626 1983
colliers.com



3/1/2026

Cassie Farley
Colliers
175 Canal Street Suite 401
Manchester, NH 03101

Town of Londonderry
Attn: Town Appraiser
268B Mammoth Road
Londonderry, NH 03053

Re: Opinion of Value – 2 Litchfield Road, Londonderry, NH

To Whom It May Concern,

I am writing on behalf of my client regarding the above-referenced property and the pending request for tax abatement. I have been asked to provide a market based opinion on the value of 2 Litchfield Road in Londonderry, NH. I was hired by Richard Flier and listed his property 3/6/2023. Based on extended marketing efforts and direct buyer feedback, I was unable to identify a willing buyer prepared to purchase the property subject to the existing Historic Preservation Easement. In my professional opinion, the easement renders the property functionally unsaleable in the open market. I have attached an MLS sheet showing that I had the property listed for 582 days. I had dozens of showings and interested parties that immediately lost interest when they became aware of the easement.

The recorded easement contains unusually broad and perpetual restrictions that materially limit ownership rights, redevelopment flexibility, financing options, and insurability risk exposure. The following provisions were repeatedly cited by prospective buyers as unacceptable:

Section 2.1 states:

"There shall be no alterations, additions to or changes of the exterior construction materials, façades or roofs, unless approved by Grantee in writing..."

This provision effectively removes an owner's unilateral right to repair, modernize, expand or adapt the structures. Any exterior modification, including roof replacement, façade updates, energy improvements, or structural modernization, requires written approval by the Town of Londonderry.

2.3 requires:

"...replacement, repair, and/or reconstruction... whenever necessary to preserve the buildings in substantially the same structural condition and state of repair..."

This language creates an indefinite financial obligation to restore or reconstruct historic elements regardless of economic feasibility. Buyers expressed concern that this provision exposes them to unlimited capital liability without corresponding income potential.

Section 3.2 requires submission of applications and approval for:

- Exterior changes
- Interior changes affecting historic elements
- Changes in use
- Construction, alteration, repair or maintenance

The need for multi-board review introduces:

- Uncertain timelines
- Subjective approval standards
- Development risk
- Financing uncertainty

Section 5 allows:

- Injunctive relief
- Mandatory restoration
- Recovery of attorney, architectural, engineering, and expert fees

This creates ongoing legal exposure for any alleged violation. The enforcement language is broad and interpreted "to effect its purpose... broadly" (Section 6), further increasing risk.

Section 8 requires:

- Full replacement cost coverage
- Naming the Town as loss payee
- Strict insurance rating requirements

Section 9 requires restoration to historic condition following casualty, unless both parties agree restoration is impractical.

Buyers expressed concern that in the event of partial destruction, they could be compelled to reconstruct historically rather than redevelop or remove the structure.

The market response was consistent. Rights typically conveyed with real estate ownership has been materially diminished.

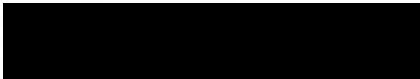


In my professional opinion, the recorded Historic Preservation Easement has reduced the property's market value to effectively zero as the rights retained by ownership are so limited that no economically rational buyer would purchase the property under current restrictions.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "C. Farley", with a long, sweeping horizontal line extending to the right.

Cassandra Farley
Senior Associate
Colliers | New Hampshire



Note: Report includes Internal fields.

Commercial Sale
4944770
Expired

2 Litchfield Road
Londonderry
Unit/Lot #

NH 03053

Listed: 3/6/2023 **\$499,000**

Closed:
DOM: 582



Village/Dist/Locale

County NH-Rockingham
Year Built 1800
Building Area Total 2,844
Building Area Source
Total Available Area
Total Available Area Source
Zoning C-III
Road Frontage Yes
Road Frontage Length 500
Lot Size Acres
Traffic Count
Loss Factor Percentage
Vacancy Factor

Taxes TBD Yes
Tax Year Notes
Tax Annual Amount \$1.00
Tax Year 2022
Gross Income
Net Income
Operating Expense

Business Type Office
Business Type Use Retail Condo

Activation Date



Property Panorama VTour

Directions

Public Remarks Rare historic property in Londonderry, NH with incredible visibility on a signalized intersection and over 500 FT of road frontage. Stunning 1800 Colonial residence turned office and english style barn located on a large, flat 1.38 acre lot. Original wide plank floors, pocket doors, multiple fireplaces. Zoned C-III for business professional office and residential. Large paved parking lot. Conveniently located just 4 minutes from Route 93.

STRUCTURE

Construction Materials Wood Siding

Building Number
Total Units
of Stories
Divisible SqFt Min
Divisible SqFt Max
List \$/SqFt Total Available

Basement Yes
Basement Access Type Interior
Basement Description Other

Ceiling Height
Total Elevators
Total Loading Docks
Dock Levelers
Dock Height
Total Drive-in Doors
Door Height

LEVEL	TYPE	DESCRIPTION
UNIT 1		
UNIT 2		
UNIT 3		
UNIT 4		
UNIT 5		
UNIT 6		
UNIT 7		
UNIT 8		

UTILITIES

GasNatAval
Water Source Public
Sewer Public

Utilities Other
Electric Company
Fuel Company
Water Company
Phone Company
Cable Company
Internet Service Provider

LOT & LOCATION

Submarket
Project Building Name

ROW Length
ROW Width
ROW Parcel Access
ROW to other Parcel
Surveyed
Surveyed By

Waterfront Property
Water View
Water Body Access
Water Body Name
Water Body Type
Water Frontage Length
Waterfront Property Rights
Water Body Restrictions

FEATURES

Air Conditioning Percent
Sprinkler
Signage

Railroad Available
Railroad Provider

Green Verification Body
Green Verification Progrm
Green Verification Year
Green Verification Rating
Green Verification Metric
Green Verification Status
Green Verification Source
Green Verification NewCon
Green Verification URL

PUBLIC RECORDS

Deed Recorded Type Warranty
Total Deeds
Deed Book 1234
Deed Page 1234

Map 012
Block 068
Lot 0
SPAN#

Tax Rate
Tax Class

Current Use
Land Gains

Property ID
Plan Survey Number

Assessment Year
Assessment Amount

DISCLOSURES

Foreclosed/Bank-Owned/REO No
Sale Includes Barn, Building
Exclusions

Auction
Auction Date
Auction Time
Auctioneer Name
Auctioneer License Number
Auction Price Determnd By

Investment Info
Flood Zone
Seasonal
Easements
Covenants

REMARKS -- OWNER/OCCUPANT -- SHOWING INSTRUCTIONS**Private Remarks****Private Office Remarks**

Showing Service None

Input of Owner Name I have written permission to withhold name

Owner Name

Owner Phone

Management Company

Management Company Phone

LISTING & CLOSING INFORMATION

Listing Office - Office Name
 Listing Office - Phone Number
 Listing Office - Phone Number 2
 List Agent - Agent Name
 List Agent - Phone Number
 List Agent - E-mail
 List Team - Team Name
 List Team - Phone Number 1
 List Team - Team Email 1
 Co List Agent - Agent Name
 Co List Agent - Phone Number
 Co List Agent - E-mail
 Alternate Contact - Agent Name
 Alternate Contact - Phone Number
 Alternate Contact - E-mail
 Buyer Office - Office Name
 Buyer Office - Phone Number
 Buyer Office - E-mail
 Buyer Agent - Agent Name
 Buyer Agent - Phone Number
 Buyer Agent - E-mail
 Buyer Team - Team Name
 Buyer Team - Phone Number 1
 Buyer Team - Team Email 1
 Co Buyer Office - Office Name and Phone
 Co Buyer Agent - Agent Name and Phone

SVN The Masiello Group - Bedford

Bill Hutwelker

bill.hutwelker@svn.com

MLS List Date 3/6/2023
 Expiration Date 1/1/2025
 Active Under Contract Date
 Pending Date
 Withdrawn Date 10/7/2024
 Terminated Date
 Close Date
 Anticipated Closing Date

Marketed in other Property No
 Type
 Other MLS#
 Comp Only No
 Comp Type
 Listing Type Exclusive Right
 Listing Service Full Service
 Designated/Apptd. Agency Yes
 Short Sale No

Concessions
 Concessions Amount
 Concessions Comments
 Appraisal Complete
 Appraisal Type
 Appraiser
 Appraiser Phone
 Appraiser Email
 Buyer Name
 Residence
 Title Company

Buyer Financing
 Right of First Refusal

Contingencies

My Info: Cassie C Farley

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EXHIBIT 3

TO: Jared Davis
FROM: Laura Gandia
CC: Shaun Mulholland, Londonderry Town Manager & Megan Carrier, Esq.
Londonderry Town Counsel
RE: Two Litchfield Road (the "property") – Historic Preservation Easement Deed

The property known as Two Litchfield Road (Map 12 Lot 68, zoned Commercial III (C-III) and Historic Overlay District (HOD)) is encumbered by a Historic Preservation Easement Deed ("HPD") granted to the Town of Londonderry. The current owner, CC Properties, LLC, and the Town of Londonderry are engaged in discussions regarding the possible elimination of the HPD. The purpose of this memo is to ascertain the New Hampshire Department of Charitable Trust's involvement, if any, regarding the possible elimination and/or modification of the HPD.

A conversation between the current owner's counsel and Jared Davis, and a request for background information regarding the implementation of the HPD preceded the drafting of this memo.

In 2005, the Property, owned by Joseph and Marcy Lynn DiCarlo, consisted of a single-family residence, a barn and an inground pool (See RCRD Book 4343 Page 2506). In 2006, the DiCarlos approached the Town of Londonderry regarding rezoning the Property from Agriculture-Residential (AR-1) to Commercial (C-IV). Apparently, the DiCarlos were looking to sell and/or otherwise redevelop the Property and believed rezoning the Property would provide an economic advantage with increased viability and profit.

On January 11, 2006, the DiCarlos appeared in front of the Planning Board for a public hearing to discuss their rezoning request. During this public hearing, Marcy DiCarlo stated that "some of the main reasons for the request were; the safety of the children; the preservation of the historic home, which would not be guaranteed if the home was sold as residential; the many businesses in the area, which she referred to on the map to show the locations; and the increase in traffic from 10,000 cars a day in 2001 to 14,000 in 2004."

Exhibit 1, lines 18-21. She further stated that all they wanted to do was to allow professional office space on the property..." See **Exhibit 1**, line 22. The DiCarlos continued to discuss the potential redevelopment of the Property as commercial. They stated it was their intent to develop the Property commercially on their own. Discussion between Town Staff and the Planning Board ensued focusing primarily on the residential nature of the area, the Town Master Plan, and spot zoning. The majority of the discussion centered

around concerns over a commercially zoned property in the midst of a residential neighborhood not on the unknown historic nature of the structures located on the Property.

The preservation of the structures on the Property appeared inconsequential and the public hearing minutes reflect little discussion on that topic. Town Staff's opinion to the Planning Board was to not recommend the rezoning change the Town Council. The Planning Board **voted to not recommend** the rezoning change.

On March 1, 2006, a Planning Board public hearing was held on a **petitioned** rezoning request from the DiCarlos as the Town determined that the January public hearing utilized a process not allowed by the Town of Londonderry's form of government; thereby requiring the DiCarlos to present the Planning Board with a petition warrant article bearing at least 25 signatures. The DiCarlos reiterated their same position outlined in January. The public hearing minutes reflect concerns over potential conflicts and concerns of elected officials, to include two Town Council members, and board members, signing the petition warrant article and then acting in their official capacities and as voting members. The DiCarlos informed the Planning Board that they obtained a Purchase and Sales Agreement for the Property and reiterated their reasons for the rezoning request. Town Staff stood firm in maintaining its opposition to the rezoning request.

Again, any potential historic value that could be attributed to the Property appeared almost as an afterthought in the discussion. From the research performed, the Town did not approach the DiCarlos with concerns over preserving the Property (the Property was **not** listed on the national register of historical properties or in a historic district); rather, the DiCarlos offered it up as part of their negotiations to secure a more economically viable zoning designation of their Property. Numerous concerns, similar to those expressed in January (spot zoning, traffic, etc.) were once again raised in opposition to the rezoning request. The Planning Board ultimately **voted again to not recommend** to the Town Council the rezoning change. See **Exhibit 2**.

On March 30, 2006, a Town Council public hearing was scheduled on the petitioned rezoning request. Interesting dynamics continued whereby one planning board member, Chuck Tilmer, spoke and stated that as a planning board member, he voted against it the first time because "he thought the Planning Board was being asked to facilitate a real estate deal." See **Exhibit 3**.

Abutters expressed concerns over the lack of proper notification. The public hearing was continued to May 1, 2006 to allow for proper notification and further research regarding the request. During this meeting, the Town Council ordinance 2006-02 was defeated. This

ordinance did not contain any mention or provisions regarding a historic preservation easement deed on the Property. See **Exhibit 4**.

On May 1, 2006, the Town Council public hearing continued with multiple residents once again expressing their opposition and concerns over the rezoning. Once again echoing the concerns of brokering of a real estate deal, Councilor Bove stated "it is expensive for a homeowner to adhere to historic preservation. A business could handle it better..." See Exhibit , Page 2. The Town Council ultimately voted over the Town Staff and Planning Board's objections to approve the rezoning request. Town Council ordinance 2006-03 was adopted. See **Exhibits 5 & 6**.

On September 18, 2006, a **Historic Preservation Easement Deed** was executed by the Town and the DiCarlos and recorded at the Rockingham County Registry of Deeds in Book 4708 Page 2498. See **Exhibit 7**. The HPD extends beyond what was contemplated in the Town Council ordinance 2006-03 which limited the HPD to only the exterior of the structures and exceeded the established parameters as outlined in the ordinance which provided that the "Town shall receive a historic preservation easement and historic preservation façade easement from the property owner requiring that the exterior of the historic structures be maintained in their current state, not to be altered, demolished or added to..."

Despite the language contained in the HPD referencing RSA 477:45-47, there was nothing mentioned in the meeting minutes qualifying the Property as historically significant for its architecture, archaeology, or associations. There was no official record of a site visit to determine the historical value, if any, of the site which was being used as a single-family residence. At the time of the granting of the HPD, no record can be found of the condition of the structures to determine what historical value existed at that time, if any. The Property had no official designation or distinction on any historical registry. Rather, a trade-off between the Town and a property owner to assist in the potential sale and redevelopment of the Property appears to have taken place.

Further, The Town recognized the juxtaposition of the HPD and its problematic and uncertain enforcement on the Property during a Town Council meeting on June 5, 2023. At this meeting, Town Council member John Farrell, who was a Planning Board member in 2006, recounted the unusual history of the HPD and the rezoning request noting irregularities. See **Exhibit 8**. The condition of the Property and subsequent changes to the Property without proper enforcement was also discussed.

Currently, the barn has fallen into a state of disrepair and the current owners obtained permission from the Town to demolish it. The house underwent significant renovations

under prior ownership to include a new roof, windows and siding – all of which detract from any potential historical value. The current owner now seeks elimination of the HPD. Additionally, there are other provisions of the HPD that the current owner believes are legally invalid, unenforceable or outside the scope of the public trust.

Given the unique and unusual enactment of the HPD and its history, we believe that the ability to amend or otherwise eliminate the HPD lies within the jurisdiction of the Town of Londonderry and the current property owner and seek concurrence from the New Hampshire Department of Justice - Division of Charitable Trust.

Thank you.

EXHIBIT 1

**Two Litchfield Road
Map 12 Lot 68
Zoned C-III & HOD**

No.	Date	Name	Notes
1.	01/11/2006	Planning Board meeting minutes	PH – not recommend
2.	03/01/2006	Planning Board meeting minutes	PH – petition warrant article (25 voters) – not recommend
3.	03/30/2006	Town Council meeting minutes	Cont. to 5/1/06
4.	03/30/2006	TC Ordinance 2006-02	Defeated
5.	05/01/2006	Town Council meeting minutes	Approved
6.	05/01/2006	TC Ordinance 2006-03	Approved
7.	09/16/2006	Historic Preservation Easement Deed	RCRD Bk 4708 Page 2498
8.	06/05/2023	Town council meeting minutes - transcript	History

EXHIBIT 2

13. The Applicant shall provide a digital (electronic) copy of the complete final plan sent to the Town at the time of signature by the Board in accordance with Section 2.05.n of the regulations.
14. Financial guaranty if necessary.
15. Final engineering review.

A. Rugg noted that R. Nichols would no longer be a voting member of the Board since Mary Soares was now present.

Seconded by Mary Soares. Discussion: P. DiMarco asked about the handicap parking space. T. Thompson said that would be clarified as part of condition #7. Vote: 8-0-0. Plan is conditionally approved.

Public Hearing – Rezoning Request – Joe Dicarlo – Map 12, Lot 68 – AR-1 to C-IV – A. Rugg said the applicant had come in last month for a conceptual discussion for this parcel. Tom Freda recused himself from voting on this matter and sat in the audience as a citizen. A. Rugg appointed R. Nichols to vote for T. Freda. J. Dicarlo handed out copies of his presentation to the Board. Mrs. DiCarlo said some of the main reasons for the request were; the safety of children; the preservation of the historic home, which wouldn't be guaranteed if the home was sold as residential; the many businesses in the area, which she referred to on the map to show the locations; and the increase in traffic from 10,000 cars a day in 2001 to 14,000 in 2004. She said all they wanted to do was to allow professional office space on the property and any future owners would have to go before the Planning Board for any change of use. She said not only are her children at risk at this busy intersection but any future owner's children if the home was sold as residential. J. Dicarlo addressed the Board and referred to the amount of new development in the immediate area; Whittemore Estates, which proposes 82 units; Mountain Homes, which has 152 units; the mobile home park across the street, the concrete business on the corner and the church expansion. He said the new driveway for his property would be off of Litchfield Road rather than Mammoth Road if the State goes through with their plans to put in traffic signals at the intersection. T. Thompson addressed the Board and referred to his memo to the Board dated 1/11/06. He said this plan was presented to the Planning Board on 12/14/05 and the applicant seeks to allow the parcel to be used for professional office space. He said this would be one of several permitted uses in the C-IV District, with a footprint limit of 3500 square feet. The area in question is entirely zoned AR-1, and the nearest commercially zoned lot is at least 4300 feet away to the north, and over 5000 feet away to the south. He said the 2004 Master Plan is clear that the Mammoth Road corridor be preserved as residential in nature. He said other than the Town Center area (which has yet to be defined by the yet not created Town Center Task Force), the Master Plan does not recommend any changes to zoning along Mammoth Road. He said the Planning Board has always expressed concern about commercial zoning "creeping" from both ends (Rt. 102 and Rt. 28). He said in summary that the rezoning is inconsistent with the Master Plan, is located far removed from any other commercially zoned land, and if the parcels were to be rezoned commercially, it would, in staff's opinion, be an illegal spot zoning. He said therefore, staff recommends that the Planning Board **Not Recommend** this rezoning to the Town Council. He said most of the businesses that the DiCarlos referred to are pre-existing or non-conforming uses. A. Garron also agreed that this re-zoning would be inconsistent with the Master Plan. He was also concerned with the effect the zoning change would have with the State Department of Transportation and their plans for the intersection. R. Brideau asked if the DiCarlos planned on selling the property or developing the office space. J. DiCarlo said he would like to develop it on his own. R. Brideau asked if the Planning Board does not recommend the rezoning, where do they go. T. Thompson said that the Town Council will make the final decision or they can go to the Zoning Board of Adjustment. M. Soares wanted to know if the

1 State would have the same reaction if they went for a use variance. J. Farrell asked if their intent
2 was to have the same character as the Robie House. J. DiCarlo said yes, but on a smaller scale. J.
3 Farrell asked what was reasonable in this instance. He said the Town cannot meet the intent of
4 the Master Plan for a Town Center and this intersection with traffic lights would not be
5 inconsistent. A. Garron said that we should be consistent with the Master Plan's intent. J. Farrell
6 said the Robie House turned out good. M. Soares asked if their house had historic significance.
7 J. DiCarlo said yes it did and noted the reference from the Town library. M. Soares said that she
8 would rather have them go for a variance than change the zoning. D. Coons said that if it was
9 rezoned that would be spot zoning and 5 years from now the use could change. C. Tilgner said
10 changing the zoning is inappropriate and it should be done by variance with the ZBA, then they
11 could limit the use. P. DiMarco said he knows they have the best intentions but he does not
12 support a zoning change but would support a ZBA variance. R. Nichols said he does not support
13 a zoning change but is struggling to know what would be the right thing to do. A. Rugg said this
14 would be difficult for a C-4 zone because he would want to keep the use as to what they are
15 proposing. He said one option is a variance. A. Rugg also passed out his concept for a C-5 zone,
16 which would be more like a home occupation to commercial zone. T. Thompson said this would
17 have no backing from the Master Plan. J. DiCarlo said all he wants is professional office space
18 and C-4 was all they had to work with. A. Rugg asked for public input. Delores Pino from
19 Wagon Wheels Coop., which represents 35 mobile homes, stated that they wanted the property to
20 stay residential. She said there are so many accidents at that intersection. Also she said that the
21 park is losing 15 feet of land and the Dicarlos are gaining 10 feet when the State reconfigures the
22 intersection for traffic lights. Doris Stevens from Wagon Wheels Park also said they are losing
23 15 feet of property for the new lights and the State may not like it if the zoning changes. She said
24 they took 15 feet of their property because the State couldn't touch historic property. She said
25 that the property should stay residential. T. Freda, Buckingham Drive, said he had three
26 concerns. He said there were no guaranties that it would stay as a professional office building, it
27 could increase traffic greatly and if the problem is traffic now, increasing it even slightly is not
28 good; and how is the change going to help the public. He also said it would be spot zoning.
29 Delores Pino from Wagon Wheels said she had lived in Amherst on Route 101A and saw the
30 commercial creep happen there. Graham Baker, 19 Buckingham Drive, said that initially the
31 house was on the market as a private sale, then it went to a realtor who raised the price. He said
32 he thought it was inappropriate to rezone for personal economic gain. J. DiCarlo said it was his
33 intent to sell privately, but he spent a lot of money on the property. He said the realtor listed it as
34 possibly commercial if rezoned or by variance for office space, which did up the price. He said
35 he did not have any prospects when he listed it as residential. T. Thompson said the realignment
36 of Mammoth Road from the DOT has little relevance to the zoning request. A. Rugg brought it
37 back to the Board. T. Thompson said the ZBA would want them to exhaust all other options. A.
38 Garron said it would be advantageous to have a Planning Board decision. M. DiCarlo asked what
39 the options were. A. Rugg said they could withdraw the request or they can go to the Town
40 Council with the Planning Board recommendation. Another option was after the vote from the
41 Planning Board, go to the ZBA. **D. Coons motioned that the Planning Board not recommend**
42 **rezoning Map 12, Lot 68 from AR-1 to C-4 because it would be spot zoning and Staff does**
43 **not recommend it. Seconded by C. Tilgner. Vote: 6-0-2. The request will go on to the**
44 **Town Council as "Not Recommended" by the Planning Board.**
45

46 *Conceptual Discussion – Wallboard Supply, Map 2, Lot 34-3* – Tony Marcotte from Bedford
47 Design presented a conceptual site plan for a 9,600 sf office/warehouse building on Tracy Lane.
48 He said this property was subdivided in the 80's. The sight distance to the west is limited to 200
49 feet and is on the Hudson border. He said he would be seeking a waiver to the sight distance
50 from Hudson. He said he would like direction from the Board on how to proceed. J. Trotter
51 told him he has to fulfill Hudson's requirements and they are more restrictive than

1 do that later with an amendment. D. Coons motioned to waive the 3rd reading of the Planning
2 Board Rules of Procedure. Seconded by R. Nichols. Vote: 9-0-0. D. Coons motioned to
3 adopt the Planning Board Rules of Procedure as presented. Seconded by P. DiMarco.
4 Vote: 9-0-0. Rules are adopted. T. Thompson said he would have the secretary sign them and
5 he would file with the Town Clerk's office tomorrow.

6 7 Public Hearings

8
9 *Public Hearing- Petitioned Rezoning- Map 12, Lot 68 - AR-1 to C-IV - DiCarlo* - A. Rugg
10 stated that he was a signatory on the petition but only for due process and he has no other
11 interests so he intends to vote. T. Thompson said this was before the Board for their
12 recommendation to the Town Council on whether this parcel should be rezoned or not. A. Rugg
13 said this discussion will again take place at the Town Council meeting on March 6, 2006. M.
14 Soares said she felt the Town Council was in a bad position because some of the members of the
15 Council had signed the petition whereas other people could have signed it. A. Rugg said he
16 wanted to see due process take place and was trying to rectify the situation for the DiCarlos. P.
17 DiMarco asked what the process was now. T. Thompson said the difference was originally the
18 DiCarlos had requested the rezoning change with the Planning Board and the Planning Board sent
19 their recommendation not to rezone to the Town Council, which was incorrect according to our
20 form of government. In order for an individual request for a rezoning to be voted on by the
21 council, it would need to be supported by the Planning Board, and therefore, become a Planning
22 Board rezoning initiative, which is allowed under our form of government. Because the Planning
23 Board did not endorse the rezoning in January, the Council had not authority to hear the request.
24 The proposal is now before the Board as a petitioned rezoning, with more than 25 registered
25 voters signatures, and was referred to the Planning Board by the Town Council for a
26 recommendation under the process outlined in the Town's Charter. A. Garron said now the
27 DiCarlos went to the Town Council with a petition signed by at least 25 registered voters of the
28 Town, which was one of their options explained to them in a memo from the Town Manager
29 dated January 25, 2006. T. Thompson said the petition went to the Town Council for the 1st
30 reading and now it is back to the Planning Board for a recommendation, then it will go back to
31 the Town Council for a second reading. C. Tilgner asked if the Board could go either way with
32 their recommendation to the Town Council. T. Thompson said yes. J. DiCarlo addressed the
33 Board and said he had obtained a Purchase and Sales Agreement for the property, which was
34 pending the outcome of the rezoning and he passed out copies to the Board. Marcy DiCarlo
35 addressed the Board and read her letter, which reiterated their reasons for requesting the rezoning
36 from residential to C-IV to allow only professional office space. She said the house is only 14 ft.
37 away from one of the busiest intersections in Town and the traffic has increased to over 10,000
38 cars on an average day. She also mentioned the historic relevance of the structure as it is
39 portrayed at the Leach Library. She said their Purchase and Sales Agreement was for the original
40 residential sales price and they were not looking to make money by the rezoning. The purchaser
41 was the Londonderry Times and they intend to preserve the historical character of the building.
42 She said she hopes for a positive recommendation from the Board. J. DiCarlo said he could go
43 over the maps if the Board wished, but they were the same as the last hearing on January 11,
44 2006. T. Thompson addressed the Board and referred to his memo to the Board of January 11,
45 2006. He said his recommendation is unchanged in that the rezoning is inconsistent with the
46 Master Plan for Mammoth Road and this would, in Staff's opinion, be an illegal spot zoning.
47 Therefore, he said he would recommend that the Planning Board not recommend this rezoning.
48 He also referred to §1:16 of the New Hampshire Municipal Practice Series, Volume 1, on Land
49 Use Planning and Zoning concerning Spot Zoning. J. DiCarlo said that there was a mixed use in
50 the area, most of it being grandfathered. Brian Farmer said that traditionally the Planning Board
51 is a defender of the Master Plan and also of historic preservation in the Master Plan. He said the

1 Town Center Task Force unfortunately still hasn't been formed. He asked Mr. DiCarlo why they
2 chose C-4. J. DiCarlo said they thought that was the appropriate district to choose. T. Thompson
3 said C-4 would have the least impact. B. Farmer said he thought C-3 was more appropriate. He
4 also asked if Staff had asked for the Town Attorney's opinion on spot zoning for this property. T.
5 Thompson said he hadn't but he would do so. T. Freda asked if it is the Staff's opinion that this
6 is spot zoning, what is on the books to protect a historic building. T. Thompson said it would
7 have to be on the National Register of historical properties or in a historic district to be protected.
8 M. Soares asked T. Freda why he didn't recuse himself from voting tonight when he did so at the
9 last meeting. T. Freda said this discussion was different from the last meeting. He said he agrees
10 that rezoning this property would be spot zoning and this discussion is about changing the law.
11 M. Soares was concerned if the property was rezoned and the Londonderry Times sold the
12 property, it could be used as another commercial use and the only protection would be if the ZBA
13 granted an exception for a specific use. T. Thompson said that a variance runs with the land. B.
14 Farmer asked T. Thompson if he considered himself a legal expert. T. Thompson said no but he
15 was a professional planner certified by the American Institute of Certified Planners. B. Farmer
16 said that is why we need the Town attorney's opinion. A. Garron said that obtaining a variance
17 was not an easy procedure either and the ZBA has a different set of rules to follow and by
18 applying for a variance is no guaranty. J. DiCarlo read an excerpt from the Master Plan regarding
19 historic preservation along Mammoth Road. A. Rugg asked if there was any public input. Steve
20 Young, 7 Fiddlers Ridge, said he was an instrumental in making sure historic preservation was
21 included in the Master Plan and was a former member of the Master Plan Steering Committee
22 (MPSC) said he spoke in favor of light commercial along the Mammoth Road corridor during the
23 Master Plan process, but the entire MPSC voted not to support commercial on Mammoth Road.
24 He said this decision was made in 2004 and he asked the Board to support the Master Plan.
25 Graham Baker, Buckingham Drive, said he appreciated the additional information regarding the
26 conversion for a local office use meaning the Londonderry Times. He said because the C-4
27 allows retail and professional offices, there is nothing to prohibit changing the use and a C-5
28 district would be better. A. Rugg said the C-5 is not in existence yet. G. Baker also said the
29 nature of the proposed business would be ideal but there is no guarantee of the longevity of that
30 business. He also said there were many properties in town listed for more than 6 months and if
31 this rezoning was allowed it would open the door for more C-4 requests and this could be used as
32 a precedent. Walter Bandursky, High Range Road, said he thinks the Planning Board should look
33 at the bottom line and put restrictions on the rezoning. A. Rugg brought it back to the Board. D.
34 Coons said Steve Young is right and that cards were sent to residents on Mammoth Road and
35 they did not want to make it commercial. J. DiCarlo asked if it was possible to request something
36 other than C-4. A. Rugg said there would have to be another whole process. D. Coons
37 motioned that based on Staff's recommendation the Planning Board not recommend the
38 rezoning of Map 12, Lot 68 from AR-1 to C-IV. Seconded by P. DiMarco. Discussion: B.
39 Farmer said more has to be done to put historic preservation in the Master Plan. T. Freda
40 said there is a legal way to solve the problem with a right of re-entry placed in the deed and
41 suggested the DiCarlos explore that. Vote: 9-0-0. The motion carries and the
42 recommendation will be sent to the Town Council.

43
44 *Mark Investments, LLC, Map 6, Lots 51 & 52, Continued Application Acceptance and Public*
45 *Hearing for a Lot Line Adjustment* – T. Thompson said there were two checklist items on the
46 memo to the Planning Board from the Public Works Department and Vollmer Associates dated
47 March 1, 2006. He said these were both waivers that were requested in the applicants letter of
48 12/22/05, the first was regarding sight distance, which has been provide on the site development
49 plans and the second was a NHDOT permit, which was applied for on the site development plans
50 also. He said Staff supports these waivers. He also stated that pending the granting of the
51 waivers, staff recommends the application be accepted as complete. [M. Soares left the room at

EXHIBIT 3

TOWN COUNCIL MEETING March 30, 2006
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The Council Meeting of March 30, 2006 was called to order at 7:10 PM in the Moose Hill Conference Room, 268B Mammoth Road, Londonderry, NH.

PRESENT: TOWN COUNCIL; Chairman, Brian Farmer, Councilors: Mark Oswald; Marty Bove; Tom Dolan; Co-Chairman, Joe Paradis; Town Manager David Caron; Margo Lapietro, Executive Assistant. and Assist. Town Manager/Finance Director Susan Hickey.

CALL TO ORDER

Chairman Farmer opened the meeting at 7:10 P.M. with the Pledge of Allegiance followed by a moment of silence for the men and women in the service and for those who have given their lives for this country. He reviewed the rules of the meeting.

Councilor Bove made a motion to open the Public Hearing. Second by Councilor Paradis. Councilors Oswald and Paradis recused themselves for the first item on the agenda of the Public Hearing. Councils' vote 3-0-0.

PUBLIC HEARING

Ordinance 2006-03 – Relative to an Amendment to the Zoning Ordinance Relating to Rezoning Map 12, Lot 68. Councilor Bove read the second reading and made a motion to accept. Second by Councilor Dolan. Open for discussion. Art Rugg, Planning Board Chairman, gave the background of the three meetings they held whereby they did unanimously recommended not rezoning. Reasons were due to the Ordinance and Master Plan being against spot zoning. It can be retained as a historical building without the zoning. Chairman Farmer stated counsel gave recommendation in the beginning based on information they had at that time. Additional information was given to the attorney; this current Ordinance reflects the changes in legal opinion from counsel.

Delores Peno from Wagon Wheel Park stated the traffic at that intersection was very heavy and dangerous for children. The proposed zoning change, allowing a business in the house, would create more problems. She implied that two of the Councilors were involved with the property one worked for the business that wanted to go in there and another was involved in the real estate. Councilor Oswald stated he is a realtor with ReMax and they are not involved with the transaction pending. Councilor Paradis stated he is a freelance writer, not employed by the Londonderry Times. He agreed the intersection does not need any more traffic.

Mike Brown, 5 Carousel Court does not support the Ordinance because it could have some unintended consequences from zoning and a precedence standpoint. Could put the town in a position where any owner of an older structure could convert their home from

residential to commercial on Mammoth Rd. Master Plan does state we should avoid commercial creep when adjacent to AR-1 zone. Three of the five adjacent parcels are part of this mixed use zone. Three of the parcels are permitted uses in the IR-1 zone, the other two parcels are non-conforming uses. Town Staff employees spearheaded the two-year Master Plan, they have significant experience in land use planning and zoning, that along with the Planning Boards decision should be considered.

Ginny Dahlfred, 3 Twin Isles, President of Londonderry Historical Society, speaking tonight as a resident. Mammoth Rd is a busy road, will continue to be busy, change is inevitable. Asked to preserve the house, referenced homes in the North End of Manchester. They are all beautiful homes that have business in them.

Mary Wing Soares, 2 Gale Rd, speaking as one member of the Planning Board. Planning Board was sympathetic to keep the historical nature of the home. Spot zoning will result. They should get a variance at the Zoning Board, there should not be a zoning change in that area.

Kathy Wagner, 15 Parmeter Rd., stated she had an old house on Rt 102 and Parmeter. Her house is dated 1776 and wanted to know if she was instantly commercial with 15K cars passing in front of her house every day. Chairman Farmer replied no it wasn't.

Al Baldasaro, 41 Hall Rd, stated we can't trust the Planning Board to make decisions because they are being overridden by Town Council.

Tom Freda, 30 Buckingham Dr., said when he first heard the petition of the DiCarlo's, they stated they had safety concerns for their young children. If dangerous now, putting a business in there will increase traffic. He quoted RSA's and reviewed them step-by-step. He requested Council listen to concerns of abutters. Quotes in newspapers were discussed.

Russ Lagueux, 2 Fiddlers Ridge Road suggested we exhaust other options before going the route we are going. If Master Plan, Planning Board and Staff are against it, he would like the Council to reconsider. Approaching the ZBA is the way to go. Cautioned to be careful with the wording.

Scott and Kathy Canel, 4 Litchfield Road stated they never heard from the Planning Board notifying them that this was going on. They are against the re-zoning citing signs, bright lights, increased traffic and creeping commercialization. It will cause their property value to decrease.

Sandy Lagueux, 2 Fiddlers Ridge Road stated they should go to the ZBA for a variance. Grandfathered uses are not in a commercial zone. Every abutting property to this house has a residential property beyond that are grandfathered uses. Chairman Farmer explained the procedure that the DiCarlo's approached. S. Legeaux asked what was the usual approach. Chairman Farmer stated most people usually go to the Planning Board, if turned down, then to ZBA for a variance. Come to Council after the other town

procedures were exhausted. S. Legeaux stated the reason she was here tonight was because she felt the presentation was distorted, does not feel the house is in imminent danger. She feels this change is to benefit the owner only, does not benefit other people.

Deb Paul stated they have put a permanent historic easement on the deed, cannot be removed. Nobody suggested to the DiCarlo's that they approach ZBA.

Councilor Dolan stated that the Town Council is the only body in Town who can change zoning.

Anne Jacoby, Windsor Blvd. stated she is disappointed by the process. Asked Council for reconsideration, this Ordinance opening Town to liability.

Chuck Tilgner, 3 Reverend Parker, member of the Planning Board, spoke for himself. Voted against it the first time because he thought the Planning Board was being asked to facilitate a real estate deal. Every preservation project we deal with is a new experience. Suggested setting this aside for a while, put together a plan to deal with preservation.

Chairman Farmer then questioned Town Manager Caron how to proceed. Town Manager Caron stated the process for the ZBA and a zoning change are separate. Council has three options tonight

1. Approve the Ordinance
2. Reject the Ordinance
3. No Action to see if ZBA will grant a variance under a separate action
- 4.

No connection legally between changing a zone and getting a relief on a use on a particular property.

Betsy McKinney wants to preserve the old house, thinks it is a good idea. Excellent opportunity and tasteful way to preserve attractive house.

Councilor Dolan stated he has had feedback from a lot of people about this house. It has been about 50-50. He recommends not disapproving, delay decision to re-notify all abutters, continue to hear for 1 or 2 more public meetings. We do not have any guidelines on how to preserve historical property. Suggested having representatives from Planning Board, Town Council, Planning & Economic Development Dept. and Historic Commission get together and develop a new zone to preserve a historic zone.

Councilor Bove stated the original Ordinance did not have any conditions on it. Town Council wants to preserve that area of town, which is why the condition of historic preservation easement is on the property in this Ordinance. He proceeded to read all the preservation restrictions in the Ordinance. The road is being improved, the proposed business would only bring in 2-3 extra cars. This new Ordinance gives us the rights to preserve property as it is now. He supports this Ordinance because of the preservation stipulations.

Kathy Wagner, Chairman of the Demolition Delay Committee questioned if Londonderry Times decides to sell the property, will the Ordinance go with the new owner. Chairman Farmer explained it is an easement, goes with property, will be re-zoned into a C-3 district with restrictions stipulated on Ordinance. She suggested we get this as an Ordinance throughout the whole Town.

Delores Peno, from Wagon Wheel Park, stated any increase in traffic affects the whole area.

Russ Legeux, 2 Fiddlers Ridge, stated some mechanism is needed to make sure Ordinance is enforced. Many people will come in to make this change if they can make a profit. Liked Councilor Dolan's idea about forming a preservation committee to address future concerns.

Joe DiCarlo, 2 Litchfield Rd. stated he never thought this would balloon into such a big deal. After reading Master Plan with its intent of preserving historic homes in this area and allowing small scale commercial, he thought he was complying with this. He apologized for offending anyone.

Steve Young, former member of the Master Plan Committee, originally supported extremely light commercial business in the Mammoth Rd. area when he was on the Committee. Did a survey and found out that people in central corridor did not want a change in that corridor. Does not support the re-zoning.

Councilor Dolan made an amendment to the motion that this Ordinance be a second reading only and we schedule a third reading and public hearing on 5/1/06. In that time period send out notices to abutters, immediately ask the Planning Board Chairman, Town Council Chairman and the Town Manager or their representatives, to immediately begin work on a historic zone whether that be C-5 or another name we might want to call it, as well as soliciting input from interested citizens along those matters. Chairman Farmer went to Ordinance 2006-02, Citizens Petition, asked Council to vote against it and suggested property owners seek variance with the ZBA. This is only second time in more than five years that Town Council has not followed recommendation from the Planning Board. Previous instance resulted in a strong growth management development being approved. Second by Councilor Bove. Councils' vote 3-0-0. Councilor Dolan made a motion to close the Public Hearing. Second by Councilor Bove. Councils' vote 3-0-0.

Councilors' Oswald and Paradis resumed their seats on the Council.

Resolution 2006-09 – Relative to the Jack's Bridge Tax Increment Financing District – Councilor Dolan made a motion to accept the Resolution. Second by Councilor Oswald. Councilor Dolan pointed out that any funds appropriated for the TIF District will be put in front of the votes at Town Meeting and unless they are approved by the voters they do not go into the district. Councilor Paradis stated that he is not convinced yet if this is the way to go. He said he has asked for solid numbers, has not

EXHIBIT 4

Introduced: 2/20/06
Second Read/Pub Hrg: 3/06/06
Tabled: 3/06/06; 3/13/06
DEFEATED: 3/30/06

ORDINANCE 2006-02
AN AMENDMENT TO THE ZONING ORDINANCE
RELATING TO A REQUEST TO REZONE
MAP 12, LOT 68

WHEREAS the Town Council has received a Citizens' Petition to rezone Map 12, Lot 68 from AR-1 to C-IV; and

WHEREAS the Planning Board is reviewing the request and has scheduled a public hearing on March 1, 2006; and

WHEREAS the Planning Board will issue its recommendation on the rezoning request prior to the Town Council's public hearing;

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 12, Lot 68 from AR-1 to C-IV, to become effective upon passage by the Town Council.

Brian Farmer

Chairman - Londonderry Town Council

A TRUE COPY ATTEST:

Town Seal

Marguerite Seymour - Town Clerk
xx/xx/xx

EXHIBIT 5

TOWN COUNCIL MEETING
May 01, 2006

The Council Meeting of May 01, 2006 was called to order at 7:04 PM in the Moose Hill Conference Room, 268B Mammoth Road, Londonderry, NH.

PRESENT: TOWN COUNCIL; Chairman, Brian Farmer, Councilors: Marty Bove; Tom Dolan; Co-Chairman, Joe Paradis; Town Manager David Caron; Margo Lapietro, Executive Assistant.

CALL TO ORDER

Chairman Farmer opened the meeting at 7:04 P.M. with the Pledge of Allegiance followed by a moment of silence for the men and women in the service and for those who have given their lives for this country.

Councilor Tom Dolan made a motion to open the Public Hearing. Second by Councilor Bove. Councils' vote 4-0-0.

PUBLIC HEARING

Ordinance 2006-03 - Relative to an Amendment to the Zoning Ordinance Relating to Rezoning Map 12, Lot 68. Councilor Paradis recused himself from Council. Councilor Bove read the third reading and **made a motion to adopt. Second by Councilor Dolan.** Open for discussion. Chairman Farmer reviewed the history of the Ordinance which culminated with the meeting tonight. He explained the key issue with the property is the preservation of a historic structure. Delores Pino, 2 Stonehege Rd; Scott and Kathy Canel, 4 Litchfield Rd; Doris & Brad Stevens, 2 Stonehenge Rd. #29; Daniel Shea, 2 Stonehenge Rd., #2; Al Baldasaro, 41 Hall Road; Mike Brown, 5 Carousel Court; Tom Freda, 30 Buckingham Drive; Steve Young, 7 Fiddlers Ridge; Paul DiMarco, 7 Holstein; Mary Wing-Soares, 2 Gale Road; all expressed their opinion against the rezoning. Their reasons consisted of increased traffic; don't want additional commercial in area; easements imposed can be changed by future Councils; did not conform to Master Plan; respect the Planning Boards decision which is against "spot zoning"; if this Ordinance is passed; lots of homes on Mammoth Rd. will be entitled to zoning change; this Ordinance could be a liability to Town. Lianne Ethridge and Reed Page Clark III had no problems changing it to Commercial. Tim Lorditzh, 427 Mammoth Rd and Pat Vitale want to preserve house and barn and allow Ordinance; Al Baldasaro would like it to stay residential; Walter Brankowski, 294 High Range Road stated spot zoning is good if proper safeguards are in place, would improve tax base. Kathy Wagner, 7 Fiddlers Ridge; Art Rugg, 11 Pine Hollow; Russ Legoux, 2 Fiddlers Ridge; Al Baldasaro, 41 Hall Road all supported having the Historic Preservation Task Force review the property and come up with suggestions.

Councilor Dolan supported the Ordinance and suggested rolling it over for the Task Force findings. Councilor Bove stated it is expensive for a homeowner to adhere to historic preservation. A business could handle it better and he supported the Ordinance as it is written with the stipulations on historic preservation. Chairman Farmer supports the Ordinance and he agreed he wanted it rolled-over to the Historic Preservation Task Force. **Councils' vote 3-0-0.**

Chairman Bove made a motion to close the Public Comment. Second by Councilor Dolan. Councils' vote 3-0-0. Chairman Farmer adjourned meeting for a five minute break.

9:05 P. M. Council meeting resumed, Councilor Paradis rejoined the Council.

PUBLIC COMMENT

Knights of Columbus – The annual K of C Tootsie Roll Drive was announced. It will be held on 5/13 – 5/14.

Proclamation – Building Safety Week. Councilor Paradis read the Proclamation. Assistant Building Inspector, Richard Canuel was on hand to accept the Proclamation and explained that this was the second year of the event. Purpose is to raise public awareness of safety, and the Building Dept. is available to help.

OLD BUSINESS

None

NEW BUSINESS

Ordinance 2006-04 – Relative to an Amendment to the Zoning Ordinance Regarding Elderly Housing – Councilor Bove read the first reading, second reading is scheduled for May 15. **Councilor Bove made a motion adopt First Read and continue to the May 15 2006 public hearing. Second by Councilor Paradis.** Open for discussion. Councilor Dolan question Art Rugg, Planning Chair what was the reason for this Ordinance. A. Rugg explained the original Ordinance created a hardship for the developers. If a building for elderly housing had a second floor it required the developer to put an elevator in it. Councilor Dolan confirmed that a three story building will have an elevator; A. Rugg responded a multi-unit building with three stories has to have an elevator. Councilor Bove stated this rule was not uniformly enforced, handicapped accessible requirements on the second floor were not being done, suggested having Staff at the second reading. **Councils' vote 4-0-0.**

Ordinance 2006-05 – An Amendment to the Zoning Ordinance Relative to the Rezoning of a Certain Portion of Map 15, Lot 97 – Councilor Bove read the first reading. He made a motion to continue with the Second Reading and public hearing on May 15, 2006. **Second by Councilor Paradis. Councils' vote 4-0-0.**

EXHIBIT 6

Introduced: 3/13/06
Second Read/Pub Hrg: 3/30/06
Third Read/Pub Hrg: 5/01/06
Adopted: 5/01/06

ORDINANCE 2006-03
AN AMENDMENT TO THE ZONING ORDINANCE
RELATING TO REZONING MAP 12, LOT 68

WHEREAS the Town Council is desirous of preserving historic structures in the community, as evidenced by the implementation of the Barn Preservation Easement program; and

WHEREAS Town residents are increasingly concerned about the preservation of historic structures throughout the Town, with the Town supporting such initiatives, including funds approved at the 2005 Town Meeting to relocate and preserve the Perry homestead; and

WHEREAS the Town Council recognizes that the changing nature and density of the community can, in limited instances, result in more appropriate use for some properties in the name of public health and safety; and

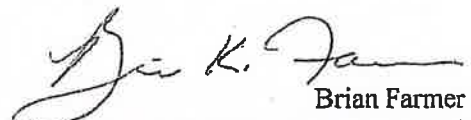
WHEREAS the Vision Statements espoused in the 2004 Master Plan include the promotion and preservation of Londonderry's history is an important component of the town's identity; and

WHEREAS the Town Council believes that current sections of the town with existing mixed uses can be enhanced and contribute positively to the community if adequate and proper redevelopment restrictions are enacted;

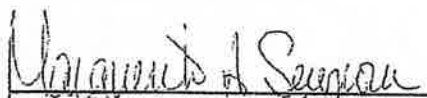
NOW THEREFORE BE IT ORDAINED by the Town Council of the Town of Londonderry that the Town Zoning Ordinance be amended to reflect the rezoning of Map 12, Lot 68 from AR-I to C-III also include this site as part of Londonderry's historic district, to become effective upon passage by the Town Council and subject to the following conditions:

- 1) The Town shall receive a historic preservation easement and historic preservation façade easement from the property owner requiring that the exterior of the historic structures be maintained in their current state, not to be altered, demolished or added to;
- 2) That the specific use of the property be restricted to residential and office space;

- 3) That no additional structures be placed upon the property unless required by the site plan regulations (i.e. drainage structures, etc...) or to accommodate utilities, all not in detriment to the historic character of the building;
- 4) That no retail operations are allowed at that location;
- 5) A site plan be submitted to the Londonderry Planning Board for review and approval in accordance with the Londonderry Site Plan Regulations and Zoning Ordinance


Brian Farmer
Chairman - Londonderry Town Council

A TRUE COPY ATTEST:


Marguerite Seymour - Town Clerk
05/01/06

Town Seal

EXHIBIT 7

Prepared by: Barton L. Mayer, Esq.
 Upton & Hilditch, LLP
 P.O. Box 1090
 Concord, NH 03302-1090

057887

2006 SEP 18 PM 12:23

ROCKINGHAM COUNTY
REGISTRY OF DEEDS

HISTORIC PRESERVATION EASEMENT DEED

JOSEPH A. DICARLO and **MARCY LYNN DICARLO** (hereinafter "Grantor"), with a mailing address of 2 Litchfield Road, Londonderry, New Hampshire 03053, for consideration paid, grant to the **TOWN OF LONDONDERRY** (hereinafter "Grantee"), of with an address of 268 B Mammoth Road, Londonderry, New Hampshire 03053, **WITH WARRANTY COVENANTS**, an historic preservation easement, pursuant to RSA 477:45-47, relative to the structures located at 2 Litchfield Road in the Town of Londonderry, identified in the Town of Londonderry Tax Records as Tax Map 12, Lot 68.

1. Purposes:

1.1 The Grantor and Grantee recognize the architectural, historic, and cultural values and significance of the structures located upon the property, and have the common purpose of conserving and preserving the aforesaid preservation values and the significance of the structures on the property.

1.2 The grant of this preservation easement by the Grantor to Grantee on the property will assist in preserving and maintaining the property and its architectural, historic and cultural

features for the benefit of the people of the Town of Londonderry by preserving the façade and elevations of the structures on the property, including, without limitation, all exterior doors, doorframes, windows, window sash, window frames, wall sheathing, clapboards and other decorative elements.

1.3 The purpose of this easement is to assure the architectural, historic and cultural features of the property will be retained and maintained forever, substantially in their current or better condition.

2. Limitations:

2.1 The exterior of the single-family home and barn located on the property shall be maintained in their current or better condition in a manner consistent with their historic architectural character. There shall be no alterations, additions to or changes of the exterior construction materials, façades or roofs, unless approved by Grantee in writing in accordance with §3.2.

2.2 The Grantor shall not remove, demolish or alter the exterior appearance of the structures, unless approved by Grantee in writing in accordance with §3.2.

2.3 Grantor agrees at all times to maintain the buildings in the same or better structural condition and state of repair as that existing on the effective date of this easement, which obligation shall require replacement, repair, and/or reconstruction by Grantor whenever necessary to preserve the buildings in substantially the same structural condition and state of repair as that existing on the date of this easement.

2.4 Nothing shall be erected or allowed to grow on the property which will impair the visibility of the buildings on the property from street level, without first securing the permission of the Town of Londonderry Planning Board, consistent with the landscaping requirements contained in the site plan regulations. For the purposes of this section, no improvement or

landscaping shall be erected or permitted to grow higher than the mid-point of the first floor windows, and no more than 40% of the perimeter of the structure.

3. Grantor's Reserved Rights:

3.1 The Grantor shall not change the use of the buildings on the property to another use other than what currently exists or what is permitted, permitted by conditional use, or by special exception in the C-III Zoning District.

3.2 Grantor shall submit appropriate applications in writing to the Town of Londonderry Planning Board and Historic District Commission for approval in accordance with the Town of Londonderry's zoning ordinance, Site Plan Review Regulations and Historic District Regulations. The Grantor shall submit such plans, specifications, designs, materials and other required information in accordance with the zoning ordinance, Site Plan Review Regulations, Historic District Ordinance and Regulations as may be necessary to render an informed decision relative to any interior or exterior changes or modifications to the structures or changes in use, accompanied by a timetable to complete the proposal. No changes in the buildings or site shall take place unless expressly authorized, in writing, by the Planning Board and/or Historic District Commission. Grantee reserves the right to consult with governmental agencies, non-profit preservation and conservation organizations, and/or other advisors deemed appropriate by the Grantee, concerning the appropriateness of the Grantor's development proposal. For the purposes of this section, an interior change shall be interpreted to mean one which will materially alter molding, flooring, doors, frames and other historic features of the property. By way of illustration, the extension of electric or telecommunications wires throughout the building where only outlets are exposed shall not be considered an interior change.

All construction, alteration, repair or maintenance of the exterior of the barn and single-family home shall be subject to Historic District Commission review and approval.

4. Inspection: With appropriate prior notice to Grantor, representative of Grantee shall be permitted to inspect the barn and single-family home, including the interior, at all reasonable times. Grantee shall provide written notice at least seven (7) days in advance of an annual inspection or inspections which are to occur during construction.

5. Breach of Easement:

5.1 When a breach of this easement, or conduct by anyone inconsistent with this easement, comes to the attention of Grantee, it shall notify the Grantor in writing of such breach or conduct, delivered in-hand or by certified mail, return receipt requested.

5.2 The Grantor shall, within ten (10) days after receipt of such notice or after otherwise learning of such breach or conduct, undertake those actions, including restoration, which are reasonably calculated to cure swiftly said breach, or to terminate said conduct, and to repair any damage. The Grantor shall promptly notify the Grantee of its action taken to cure the breach.

5.3 Grantee may, following the above-referenced notice to Grantor, institute a suit to enjoin any violation of the terms of this easement by *ex parte*, temporary, preliminary, and/or permanent injunction, including prohibitory and/or mandatory injunctive relief, and to require the restoration of the buildings to the condition and appearance that existed prior to the violation complained of in the suit. Grantee shall also have all legal and other equitable remedies to enforce Grantor's obligations contained in this instrument.

5.4 In the event Grantor is found to have violated any of its obligations under the terms of this easement, Grantor shall reimburse Grantee for any costs or expenses incurred in connection with Grantee's enforcement of the terms of this easement, including but not limited to all reasonable court costs and attorneys', and architectural, engineering and expert witness fees. If Grantee is found to have instituted proceedings in bad faith, then Grantor shall be

entitled to all reasonable court costs and attorneys', and architectural, engineering and expert witness fees.

5.5 Exercise by Grantee of one remedy hereunder shall not have the effect of waiving or limiting any other remedy, and the failure to exercise any remedy shall not have the effect of waiving or limiting the use of any other remedy or the use of such remedy at any other time.

6. Interpretation:

Any rule of strict construction designed to limit the breadth of restrictions on use of the property shall not apply in the construction or interpretation of this easement, and this easement shall be interpreted broadly to effect its purpose and the transfer of rights and the restrictions on use contained in this instrument.

7. **Binding Effect:** The obligations imposed by this easement shall be effective in perpetuity and shall be deemed to run as a binding servitude with the property. This easement shall extend to and be binding upon Grantor and Grantee, their respective successors-in-interest and all such persons in the future claiming under or through Grantor and Grantee.

8. Insurance.

8.1 Grantor, at its expense, shall carry and maintain at all times property damage insurance with respect to the structures on the property, with full replacement cost coverage against loss from all perils commonly covered under the broadest standard home owner's or business policy form in use from time-to-time, including without limitation fire, lightning, wind storm, hail, explosion, damage by vehicles, smoke, vandalism, malicious mischief, weight of ice, snow, or sleet, freezing of plumbing, HVAC or sprinkler systems, and sudden and accidental damage from artificial electric current explosion.

8.2 Every policy required pursuant to §8.1 shall name Grantee as a loss payee.

8.3 Every policy required pursuant to §8.1 shall be issued by an insurance company rated "A" or better by A.M. Best Company or equivalent rating by a comparable rating service, and shall provide for the sending of any and all notices of cancellation by the insurer to Grantee at least twenty (20) days prior to any cancellation taking effect. Grantor shall promptly provide copies of all insurance policies required by §8.1 and all supplements or endorsements thereto to Grantee.

9. Casualty, Damage or Destruction:

9.1 In the event that the buildings or any parts thereof shall be damaged or destroyed by fire, flood, windstorm, hurricane, earth movement, or other casualty, Grantor shall notify Grantee in writing within fourteen (14) days of the damage or destruction, such notification including what, if any, emergency work has already been completed. No repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the buildings and to protect public safety, shall be undertaken by Grantor without Grantee's prior written approval. Within thirty (30) days of the date of damage or destruction, Grantor at its expense shall submit to the Grantee a written report prepared by a qualified restoration architect and engineer, who may be the same individual or two (2) individuals, who are acceptable to Grantor and Grantee; this report shall include the following:

9.1.1 An assessment of the nature and extent of the damage;

9.1.2 A determination of the feasibility of the restoration of the buildings and/or reconstruction of damaged or destroyed portions of the buildings; and

9.1.3 A report of such restoration/reconstruction work necessary to return the buildings to the condition existing at the effective date of this instrument.

9.2 If after reviewing the report provided in §8.1 and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims, Grantor and Grantee

agree that the purpose of the easement will be served by such restoration/reconstruction, Grantor and Grantee shall establish schedule under which Grantor shall complete the restoration/reconstruction of the building in accordance with plans and specifications approved by the Planning Board and Historic District Commission up to at least the total of the casualty insurance proceeds available to Grantor.

9.3 If after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims, Grantor and Grantee agree that restoration/reconstruction of the property is impractical or impossible, or agree that the purpose of the easement would not be served by such restoration/reconstruction, Grantor may, but only with the prior written consent of Grantee, alter, demolish, remove, or raze one or more of the buildings, and/or construct new improvements on the property.

10. Extinguishment:

Grantor and Grantee acknowledge the possibility that circumstances may arise in the future to render the purpose of this easement impossible to accomplish. In addition, both parties recognize that the possibility of condemnation and casualty always exists. In the event such circumstances do in fact arise, the parties agree that those provisions of this easement which are rendered impossible of performance by such circumstances, condemnation or casualty, may be extinguished by judicial proceedings in a court of competent jurisdiction, and all other provisions of this agreement shall remain in full force and effect unless and until this agreement is terminated or extinguished by judicial proceedings in a court of competent jurisdiction.

11. Insertion in Subsequent Instruments:

Grantor shall insert a reference to this easement, such reference to include registry book and page number of this easement, into any subsequent deed or other legal instrument by which Grantor divests itself of either the fee simple title or any lesser estate in the premises.

Concurrently with its entering into any such deed or other legal instrument, Grantor shall give written notice to Grantee of same.

12. Subordination of Prior Liens:

Grantor represents and warrants to Grantee that the premises are subject to no mortgages, liens, leases, restrictions, easements or encumbrances prior in right to this easement.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Preservation

Easement this 16 day of September, 2006.

Joseph A. DiCarlo
Joseph A. DiCarlo, Grantor

Marcie Lynn DiCarlo
no Marcie Lynn DiCarlo, Grantor

**STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM**

Personally appeared the above-named Joseph A. DiCarlo and Marcie Lynn DiCarlo, Grantors, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

[Signature]
Justice of the Peace/Notary Public
My Commission Expires: 8/6/08

TOWN OF LONDONDERRY, Grantee

By: [Signature]
Its Town Manager
David R. Caron

**STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM**

Then appeared David R. Caron, Town Manager of the Town of Londonderry, duly authorized to execute the foregoing instrument on behalf of the Town as aforesaid.

[Signature]
Justice of the Peace/Notary Public
My Commission Expires: August 9, 2011

THIS TRANSFER IS EXEMPT FROM THE REAL ESTATE TRANSFER TAX
TO RSA 78-B:2, I.

EXHIBIT 8

199 Breslin asked what warrant article is was. Chairman Farrell stated that it was 2022 warrant, article
200 seventeen and eighteen and it did pass.

201
202 The Council gave consensus not to invoke the contingency and to proceed to the Conservation
203 Commission.

204
205 **Discussion of Historic Presentation at 2 Litchfield Road**

206
207 Town Manager Malaguti presented. Malaguti stated that this is a property everyone is familiar
208 with. Since 2006 it has been encumbered by a historic preservation easement. That easement has
209 provisions that restrict what you can do with the property on the inside and the outside. The
210 easements run in favor of the Town of Londonderry. There are a number of stakeholders identified
211 in the document. The Council has the authority to act for the "town" in the agreement. Malaguti
212 stated that this parcel has the historic barn on it which is protected by the easement. It is now
213 owned by someone who was not a part of the easement creation. Malaguti stated that it is up to the
214 Council at this point whether to allow modifications to make the property more commercially
215 visible for the purpose of facilitating historical preservation. Chairman Farrell added additional
216 history. Chairman Farrell stated that if we continue to let the property sit as is, it will deteriorate.
217 Chairman Farrell asked the Council if they want to modify the agreement. Councilor Combes
218 asked if this property is registered as a historical property. Malaguti stated that he wasn't sure.

219
220 The Council discussed the land with Richard Flier. Flier stated that he is struggling to attract byers
221 or lessees.

222
223 Councilor Dunn suggested it is not the Town's job to help the owner sell or lease the property and
224 it would be better to let the market decide. He suggested owner may be asking too much.

225
226 Chairman Farrell stated that he is looking for a consensus from the Council to seek legal advice to
227 find out what they can and can't do. That is the best the Council can offer at this point. The Town
228 Manager will obtain a legal opinion and report back to the Council.

229
230 **APPROVAL OF MINUTES**

231
232 Motion to approve the non-public minutes from May 15th made by Vice Chairman Franz. Second
233 by Councilor Dunn.

234

John Farrell	Yes
Chad Franz	Yes
Jim Butler	Yes
Ted Combes	Yes
Ron Dunn	Yes

Town Council Minutes 06/5/23

MM: So moving up Mammoth to Two Litchfield Road is a property we are all familiar with. And since 2006, it has been encumbered by a historic preservation easement. And that easement has provisions on what you can do and cannot do with the property. The easement run in favor of the Town and there are a number of stakeholders identified in the document who have input or decision making authority on various matters. While the easement may lack clarity as far as exactly who decides which questions, it is clear that the Town Council is driving the bus on this easement and has ultimate authority to act for the Town. The purpose of this easement was historic preservation, and this parcel has not only the main structure but also the historic barn on it. Both are protected by this conservation easement. The property has gone through a different ownership and is now owned by someone who was not a party to creating the easement but has owned the property for a number of years. And it should also be noted Mr. Chairman that when this parcel went into historic preservation it also was placed in that, or around that time, was placed into the Historic District, and so the Historic District has jurisdiction to issue or not issue a Certificate of Authority to do certain things with respect to this building. While the purpose of this easement was historic preservation the current owner has approached the Town and indicated that, some of the provisions in the easement are fairly onerous giving different Town Boards and Commissions authority with respect to changes that need to be made either inside or outside of the structure. The owner has also pointed out that there have been changes over the years long before he acquired ownership that have not exactly been in keeping with the historic features of the property.

His obligation was to maintain the property at the same level of historic preservation if you will as when he acquired it. And after a recent inspection that was conducted by the Heritage Commission it appears that he has done just that and even put money into the property. However, he has approached the Town indicating that the onerous restrictions that are currently encumbering the property are scaring off potential buyers and potential lessees. He has indicated that there have been numerous inquires and they all dry up after they see the terms of this easement. There was a discussion at the Heritage Commission at their most recent meeting where the results of the most recent inspection were gone over. Councilor Butler was kind enough to be present for the inspection as a representative of the Town. And I certainly don't want speak for Councilor Butler but I think it must be worth hearing from him Mr. Chairman at some point tonight given his expertise in this area and what he observed. I credit what Mr. Flier is saying about the terms of this easement perhaps detracting from the commercial viability of the structure. It is my view that you can't have historic preservation in this case without commercial viability not unless the Town is willing to take over this property and spend a lot of money to preserve it. And so, what I told the Heritage Commission, and was echoed by both members of the Board and Mr. Flier, was that there is likely a way to soften some of these restrictions in terms of the legal process that might be required. Additional work would need to be done, but the Town Council is in the driver's seat here and I am really looking for the Council's view on what should occur here. If the Council is open to looking at the terms of this agreement to make sure that they are achieving the purpose that we all set out on, which was historic preservation, then we can do that. I suggest it should take place in close consultation with the Hertiage Commission, perhaps the Historical Society and Town legal counsel. If the consensus of the Council is no, we are not interested in doing that, this is fine too, but it really is the Council's decision at this point. I would note that Mr. Flier is here and happy to answer any questions that the Council might have. I hope I summarized why this item is on the agenda tonight.

JF: I would like to add some additional history. So, in 2006, I was on the Planning Board. The owners of this property had a built-in swimming pool in the back and they were a younger family. They wanted to sell this home for about \$400,000. They weren't getting any buyers so working with someone else in Town they decided they would try to get it rezoned. This was the epitome of spot zoning. It came to the Planning Board through a couple different meetings. The Planning Board voted 7-0 not to recommend rezoning and that it was a violation of ordinances and was spot zoning. It came to the Town Council over a period of a couple of meetings. One Town Councilor was the real estate agent for the family that was trying to sell it. Another Town Councilor worked for the company that was trying to buy it and they both stepped down. It was approved for rezoning over the objection of the public. Everyone wants you to listen to the public but they did not listen to the public at that point, 2-1. A number of things were supposed to happen, one the pool was supposed to get filled in, which Mr. Flier did, but was never done by the previous owner and a number of the specs that were laid out to be done were not done. I know that Mr. Flier has brought those up to what they are supposed to be now. The letters and emails that I have received about this recently from someone who does participate in the historic value of the community, and his thing is that no you should uphold this for the historic value that it is and it should have never been rezoned anyway. Another one called into multiple questions around profitability. Well here in the United States of America, we are a capital economy and people are allowed to make money. I don't know that we should be helping them, but I do understand where Mr. Flier is saying from the standpoint of that there is a number of covenants on this. The covenants put on this were through the Town Council meeting and through their attorneys because it was highly controversial to be doing this at that time and was very much strictly spot zoning and the regulations were not followed. So that is how we got here. I know we are here now, but that is how we got here. As I recollect, I see Mr. Bouchard here shaking his head up and down and Mr. DeFrancesco as they remember it the same way. So for the rest of you, that is how we got here. As he said, it is up to you all as to what you want to do. I do know that Mr. Flier has tried to bring in multiple different companies here and the latest one I remember here was a bank. Our past Town Attorney just did not see any legal remedy here at that time. I don't know if there is one or is not one now, but our past Town Attorney did not really see a legal remedy. So with that I will be quiet. It is up to you all.

RD: I have a couple of questions. Is the gentleman, Mr. Flier, trying to sell the property, correct?

MM: Um, I think that is one potential option. I think he is also talking to people that might lease the property.

RD: Right. So right now the Town has it assessed at \$342,100, but it is currently listed at \$499,000. So the market is telling the current owner the price is too high the way I look at it. So we as the Council should not be up here basically saying a private landowner, you know, we shouldn't be doing that. The market is telling him his price is too high and he needs to lower his price. So maybe if the price came down to \$400,000 he could sell it and be with the restrictions. I don't think that we as a governing body should be...

TC: Ron I beg to differ with you on that.

RD: Ok. I just don't think that we should

TC: The Town will assess my home at one value and it will sell for a completely different value from what the Town assesses it at. What the Town assessments are at are completely irrelevant to for what

JF: You may need to say that next year with the town's reassessment.

RD: I just don't think we should be in the business of deciding what the market believes.

JF: So I guess the question really posed to us, and I take – that is a good point. I think we as the leaders of the community are now put in a position that we could have a property that does have some historic value and I am not a barn expert but I would say that the barn is probably in need of repair. If we continue to let this property sit as it is, it will do nothing but deteriorate. So, do we as a Council want to adjust the rules to enable someone to invest in the property and for it not to deteriorate. That is the question we are being asked. And I am not saying that we should do it, but think that is the question we are being asked.

TC: Mr. Chair

JF: We don't have to decide tonight.

RD: I think it is too early in the process to make a decision. I mean let the market decide. If he can't sell it at \$400,000 or sell it at something less than that then maybe it is a government body issue. But I think right now the market is saying it is too high.

TC: Is this actually on the registry of deeds as a historic property with the state and the feds?

MM: I can't speak for if it is on a register anywhere, but what I can tell you is that as a matter of recording with the register of deeds, there is a historic preservation restriction that is attached to it.

TC: But it is not actually registered as a historic property.

MM: I haven't seen anywhere that is the case. Now I could be proven wrong, but to the best of my knowledge, I am not aware of it being registered anywhere. There is a state database that has an inventory of historic properties that identifies potentially historic properties. I don't know if this property is on that database, but we can certainly find that out.

TC: So, as I read this, this document is extremely limiting for anyone that owns it whether it be for residential or for commercial purposes and for anyone to be able to purchase this, it extremely limits you to improve the property at all beyond what it is currently at and potentially collapsing as it is to even keep its historical value. There is an extreme limitation on this document. So, Ron, for anyone that wants to buy this, it would be a waste of their money because you can't even improve the property from what the limitations are if you read the document.

RD: Keep in mind Ted, that the current owner of the property bought it knowing these restrictions. So that is why I am saying that the market needs to decide what is going to happen here. I don't think that we as a governing body should be deciding that. When the purchase was made, these restrictions were on purchase, correct?

MM: That is correct. F

RD: So, knowing these restrictions were on the property then you should not have bought the property. Why are we, as a governing body, deciding what the free market can do. That is all I am saying.

JB: I think you are missing the point here. I met with Mr. Flier and inspected the property. I can tell you the barn, the roof, is ready to cave in, the sills are rotted and there were a couple of members that would not even walk into the barn because that is kind of condition it was in. They thought that I was crazy for walking in. So, he has done some things to the barn to try and help it out. With regards to the house, he has put in money. He did take down the fencing. He did fill in the pools. If you take a look at the historic significance, all those windows are not the original windows. They were replaced. What are they vinyl or aluminum siding windows. So that historic perspective is gone. I have gone into the cellar. Water runs through the cellar. There is rot in the cellar with the sills. So, it is not a question of how much you can sell it. A real estate agent was with us and we sat down with the real estate agent and he has had a law firm look, a dentist I believe look, and several other people look, but looking at the condition of the house and looking at the restrictions, they all ran. I am not going to say they all ran, but they all declined because they can't do anything with it. So I think, and it is not a question of how much he wants to sell it for...I think it is prudent of us to sit and see if we can change, I don't know if we can or not, the deed or the covenants to see if we can make it a little easier, so when these people come in and look at the house, regardless of the price that when they look at the covenants they can work with it. Right now, I wouldn't buy it. What are you going to do with it? And I totally agree with you Ron, he bought it with the covenants. He made the attempt. He has cleaned up the property. He is trying to sell it and the [sellers] are going I am not going to touch that because of the covenant. So I think that we should try and help by seeing if we can change the covenants to loosen it up to stop scaring people from coming to buy it or you know what is going to happen? He can board it up and it can all rot.

TC: Do you know when the windows were installed?

JB: That I don't know.

TC: Can we ask the landowner?

RD: Are we in the business of protecting someone that bought something they should not have purchased is my question. Is that what we do? A free market should decide that.

JB: Well, it has nothing to do with the price. It has to do with the covenants. He could try to sell this for \$200,000 and the buyer is going to look at it and say oh my god, what can we do with it.

RD: I disagree with you.

JB: Do you know someone who would buy this for \$300,000.

RD: You have to give the process a chance.

JB: He has been giving it a chance.

JF: I am sorry, I stepped out for a minute. We have Mr. Flier here.

JB: Yes, lets listen to Mr. Flier.

JF: Is everyone ok with this.

TC: I have one question for Mr. Flier. These windows I believe were put in by the prior owner of the property (inaudible yelling from someone in the audience). I am trying to inquire when they were actually put in. Do we know when those windows were put in. And at that point, that would have voided this document. Do we know when those windows were put in by anyone?

JF: So are these supposed to be Thermopane windows or something.

TC: I don't know. How do the windows have any historical reference.

JF: Well, someone can probably go out there and look up the brand or model and figure out when those were made and can figure that out. So, Mr. Flier, I am sorry, I stepped out to use the men's room. Did you want to say something.

RF: I did. I wasn't going to but, Mr. Dunn I don't think you could be more incorrect in your assumptions.

RD: Ok.

RF: You didn't study it. The Heritage Commission did. They sent two representatives over there. When we got involved with the property and took it over, it was pretty trashed. Completely trashed. Some people came, even the Chair of the Town Council came and took a look and took some pictures. We have a property that can't be leased to a quality tenant. There is no insulation in the building. Half of the building inside, one floor doesn't really have a floor. It is bouncy, vinyl thing. Another room is totally devoid of any historical history or artifacts. Upstairs, half of the house has newish bathrooms put in, but I don't know when. Maybe ten years ago, fifteen, I am not sure. But the rooms and the floors....what has been done there is not historical. That building right now would not qualify by any official historical party. Now I believe that this is an unusual property, and I think it is the Town's problem as well as mine. That is why I went to the Commission and that is why they got involved. I have restored over a million square feet of historical property during my career and I think we have done a good job with another property here in town in terms of restoring it. In this case, the quality companies can pay rent. If you put a company in that is marginal they are going to turn over very quickly. So a couple of years ago, I went before...I forgot what the name of the other board was.

JF: Heritage?

RF: No, the appeals.

JF: Then the ZBA.

RF: The ZBA then to see if I could use it for residential because that was prohibited at the moment. And I went through the whole process, and they voted yes. They voted to give a variance. So that

existed, we just didn't follow through on that because the democratic party moved in. So, we let them lease it and they leased it for the last five or six years, I guess. When someone comes to buy the property at any price...I don't talk about your money, but I guess in a case like this you can say I bought it and it had that agreement attached to it. But that agreement wasn't really put together in a business like way. It was done in a way that made it so nothing could be done. If you have ever rehabbed a property to that degree, you always find things wrong with an older property. You never know what you are going to find, but it is usually far more than you were expecting. In this case, we were having so many things that we didn't expect right in front of our face. The building, underneath the clapboards is wet and rotting. We have painted it two times and it is as if, it just doesn't take. And we have taken boards off and seen the rotting there. So that building will not last unless someone really does something. We could just board it up and put it into an inventory and that wouldn't really help anybody. The Town wouldn't be getting any taxes, and by the way the tax amount that was there being taxed for, was lowered to that when the Assessor went through the property with his assistant and took a look at what existed there as a building.

RD: What you are telling me is proving my point.

RF: No, I am not.

RD: All I am saying is that we need to let the market decide this first.

RF: No one will buy the property. You are not listening.

RD: Have you tried the property at \$350,000 to see if it will sell?

RF: I don't think you have done your homework. You really haven't.

JF: I respect what everyone is saying and I hope that you will too. Let me ask the Town Manager a question. Has Ms. Carrier looked at this covenant?

MM: No.

JF: Ok. So, Mr. Ramsdel retired and on the land use pieces we are working with attorney, Megan Carrier. What I am going to ask the Council is that perhaps what we can do is have Ms. Carrier take a look at this agreement and see what her point of view is and see what she thinks. Perhaps she looks at it differently. I don't know. I am only getting to know her. And seeing if she sees something that Mr. Ramsdell didn't see. Mr. Ramsdell saw what you saw – that there was no other use for the property.

RF: Right. But I just want you to understand and Mr. Dunn that if you don't have a quality tenant, you will get a low rent. Right now, the building cost, since you are interested in the dollars, \$4000 a month at this point to maintain, but there is a lot that has to be done with it. We are at point when we took out the pool. We didn't bury it, we took it out and it was a very expensive process. Insurance companies would not insure the building unless it was taken out and it was a real danger to the kids in the neighborhood. It wasn't safe. It wasn't ever full protected properly. It was just waiting for someone to drown in. And the insurance company would not take that liability nor would I. Secondly in terms of what has to be done by a tenant, they have got to be able to go in and insulate the walls, do things with the heating and air conditioning to make it a modern space that someone

would rent. The companies that looked at it were more than interested in renting it and several have been interested in and have wanted it for a price, but when their attorney's looked at that agreement they would not let anyone touch it.

CF: So, Mr. Chair if I think I heard you correctly, you directed the Town Manager to look at the covenant.

JF: So, I think the request coming before the Council is that will you consider relooking at the covenants of the property? What I am suggesting to the Council is that before we reconsider looking at the covenants of it we ask Ms. Carrier, who is our new land use attorney, for her point of view on it. We can look all we want but if Ms. Carrier says that okay laws have changed and you can do x, y and z. Ms. Carrier may turn around and say no there is really nothing you can do with this based on the history and everything else this is all you can do and this is the best you are going to get. Then the question that comes before the Council is how important is it to the Council that the historic value, of which there appears to be very little, but the surface, the visual historic value to the community, what is that worth? And then the Council has to make a decision on whether or not that has a certain amount of value and then work with the land owner so that we continue to have that value here in the community or it will stay the way it is. I don't know where else to go with this. These are the only options that I can think of at the moment.

RF: I wanted to bring one more thing to your mind.

CF: I would agree with you. I think there is a lot of information that we don't have right now at this time and I think that if we were to make a decision other than seek counsel, I think that it would probably be inappropriate for us to move forward in that regard.

JF: So with regards to this property Mr. Flier, I think what we would have to do is, the process if we were to do anything and move profit we would have to go through a public hearing process, whether it is with zoning or whether we are redoing the covenant. I don't know exactly what the process is, but it is going to need to be something that comes out and we get input on depending on what Ms. Carrier says to us.

RF: I just want you all to know that the historic group voted, everyone voted, to try to revise it. They did their homework. They listened to the issues. I invited them to work with us. I think it is a town treasure in terms of visibility. I agree with that; however, the Town doesn't want to pay any money to renovate it or keep it that way, but with the way the agreement is written, the Town controls the destiny, not me. Whether that can be changed or not, I do not know. But if it can be, the Town controls that. And if that pool had remained as it was there with that agreement, I do believe that the Town would have been liable if someone had drown in it just as much as I or my partners would be.

JF: Great minds will agree to disagree.

RF: Well, I can tell you right now, that is why we boarded up the barn.

JF: The good news is that the pool is not there. What I think I am asking the Council for a commitment to seek legal counsel, to find out what we can and cannot do, and I really think that is the best the Council can offer at this point is to take it under consideration and to look at it and to

come back to you. I do want to remind you, and I know that you are aware of this, that there is the Mack family home property that was offered to the Town to buy, but after an inspection and the amount of work that would need to be done with it, the Town took a pass. So, we do value these homes in the community and we will endeavor to try and figure out whether there is a solution or not, but I don't want you to think that we are making any promises. What I will say is that we will ask for help. Is that ok?

RF: Well there is an issue of timing. We lost for four months the ability to rent it. The ability to sell it at any price and we have listened to everybody. But I guarantee you any attorney that has read that agreement has not let their client near the property.

JF: Do we think we can get this on Ms. Carrier's calendar this week and get her to take a look at it.

KC: Absolutely Mr. Chair. We are meeting with her tomorrow actually.

JF: See, timing is great.

RF: I just don't want to board it up.

JF: They are meeting with her tomorrow. So I guess we will add that to the agenda.

RF: Exciting. Good to hear. But if you can come up with some solutions compared to Mack's that is a palace compared to the condition of this house and you could live in Mack's right away.

JF: As you are well aware, I have been inside Two Litchfield.

RF: And you came out safe. We are concerned and it needs everything. You could spend a million dollars on that property and finally it would be safe.

EXHIBIT 4

**ATTORNEY GENERAL
DEPARTMENT OF JUSTICE**

1 GRANITE PLACE SOUTH
CONCORD, NEW HAMPSHIRE 03301

JOHN M. FORMELLA
ATTORNEY GENERAL



JAMES T. BOFFETTI
DEPUTY ATTORNEY GENERAL

August 11, 2025

Attorney Laura J. Gandia
Devine Millimet
111 Amherst Street
Manchester, NH 03101
Via Email

Re: Historic Preservation Easement Deed – Two Litchfield Road,
Londonderry, New Hampshire

Dear Laura:

I have reviewed your July 30, 2025 Memo regarding a Historic Preservation Easement Deed (the "Deed") for Two Litchfield Road in Londonderry, New Hampshire (the "Property") and the materials attached to it. You asked whether and to what extent the New Hampshire Department of Justice Charitable Trusts Unit ("CTU") would be involved in any elimination or modification of the Deed.

Having reviewed your memo and the materials you provided, which include the Deed, minutes from relevant Town of Londonderry board meetings contextualizing the Deed, and a Town Ordinance related to the Deed, CTU has concluded that the easement was not "donated" as a charitable gift but was rather a condition imposed by the Town of Londonderry on a rezoning approval. Accordingly, CTU will take no action in relation to a modification or termination of the easement as it is our view that charitable trust principles do not apply to it.

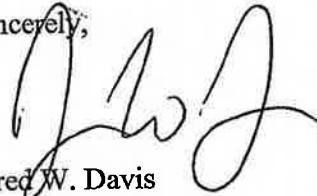
The documents you provided indicate that the Property's prior owner requested that the Town change the Property's zone from an exclusively residential zone to one that permits some commercial uses. As justification, the Property's prior owner asserted that the surrounding area was highly trafficked and commercialized and that, as a result, the Property lacked value as a residential property. The owner also indicated a wish to preserve the home on the Property, arguing that this was more likely if it were used as professional office space rather than for residential purposes.

Town representatives shared those concerns but also acknowledged countervailing concerns about limiting "creep" of commercial activity in the area. The

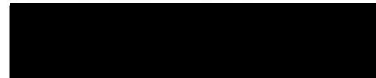
owner asserted that allowing limited commercial uses in conjunction with the Deed was a preferable solution than continuing use as a purely residential property. After a series of hearings and apparent issues regarding appropriate procedure, on May 1, 2006, the Londonderry Town Council adopted an ordinance (Ordinance 2006-03) that rezoned the Property to the desired commercial zone. As one of several conditions on the rezoning, however, the Town required that it receive "a historic preservation easement and historic preservation façade easement from the property owner" The Deed was accordingly executed in September 2006 and accepted by the Town.

Easements required by government agencies as a condition on approval of property uses are not charitable trusts as defined by RSA Chapter 7 and the administrative rules CTU has adopted thereunder. *See* RSA 7:21, II(a) (defining "charitable trust"); Jus 401.17 (defining "donated conservation easement"). As the meeting minutes and ordinance indicate, executing the Deed was a condition on the Town's approval of the requested rezoning, and the Property owners offered the Deed as a compromise to concerns about future development regarding the Property. Aside from a stray reference to RSA 477:45 – 47 in the Deed, there is insufficient evidence in the Deed and other relevant materials for us to conclude that a charitable intent existed with respect to granting the easement to the Town. For those reasons, CTU will take no action with respect to any modification or termination of the Deed.

Sincerely,



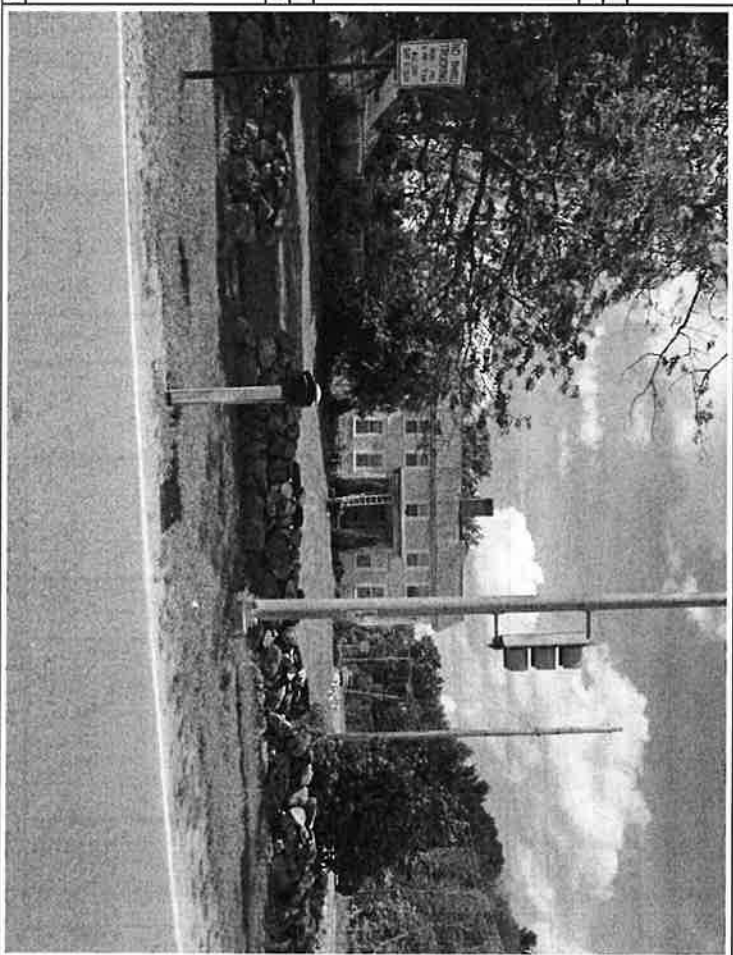
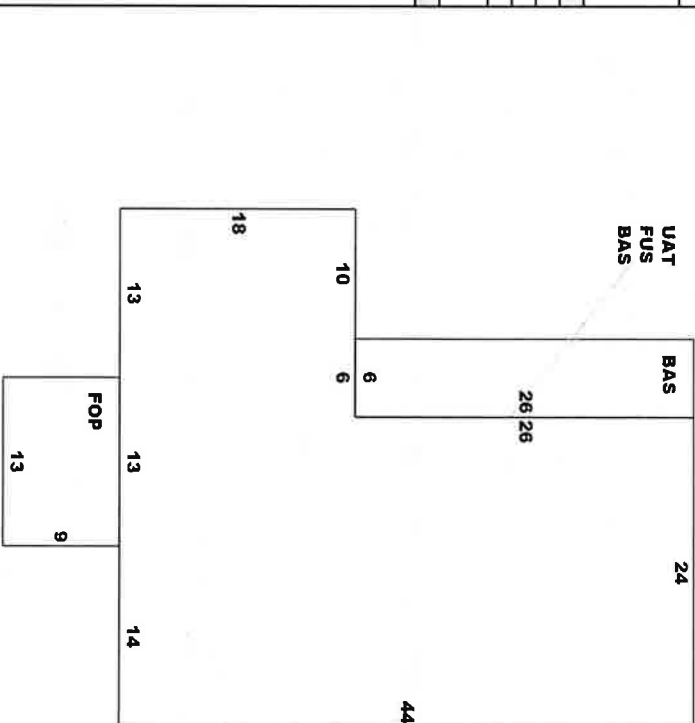
Jared W. Davis
Assistant Director
Charitable Trusts Unit



cc: Mary Ann Dempsey, Esq., Director of Charitable Trusts
Megan Carrier, Esq.
Shaun Mulholland

CURRENT OWNER				WATER		SEWER		CURRENT ASSESSMENT				PREVIOUS ASSESSMENTS (HISTORY)										
CC PROPERTIES, LLC 43 ADAMS RD LONDONDERRY NH 03053				0	Well	2	Septic					Description	Code	Assessed	Year	Code	Assessed	Year	Code	Assessed		
				SUPPLEMENTAL DATA																		
				Parcel ID 012 068 0				User Field														
				Zoning C-III:7- Commercial 3				User Field														
				User Field				User Field														
				User Field				User Field														
				User Field				User Field														
				GIS ID 012 068 0				Assoc Pld#														

CONSTRUCTION DETAIL				CONSTRUCTION DETAIL (CONTINUED)								
Element	Cd	Description	Element	Cd	Description							
Model Style Grade Stories Units Exterior Wall 1 Roof Structure Roof Cover Interior Wall 1 Interior Floor 2 Heat Fuel Heat Type AC Percent Bedrooms Full Baths Half Baths Extra Fixtures Total Rooms MH Park Bsmt Garage Fireplace(s)	01 03 B- 2,3 1 02 01 01 01 02 06 01 03 0 0 3 0 0 8 0 0 4	Residential Colonial Good (-) Clapboard Gable Asphalt Drywall Softwood Ceramic TI Oil Forced HWY										
			Parcel Id Adjust Type Code Description Factor% Condo Floor Condo Loca									
			CONDOS DATA									
			Building Value New									
			Year Built Effective Year Built Depreciation Code Remodel Rating Year Remodeled Depreciation % Functional Obsol Economic Obsol Trend Factor Condition Condition % Percent Good RCNLD Dep % Ovr Dep Ovr Comment Misc Imp Ovr Cost to Cure Ovr Cost to Cure Ovr Comment									
			662,806 1800 1982 F 43 10 1,000 47 311,500									
OB - OUTBUILDING & YARD ITEMS(L) / XF - BUILDING EXTRA FEATURES(B)												
Code	Description	L/B	Units	Unit Price	Yr Bilt	Cond.	Cd	% Gd	F	Grade	Grade Adj.	Appr. Value
BARN2 SHDF	Barn 1 Sty/Lft Shed Frame	L L	1,408 256	25,00 20,00	1910 2005	F A		50 60	F A	0.90 1,00		15,800 3,100
BUILDING SUB-AREA SUMMARY SECTION												
Code	Description	Living Area	Floor Area	Eff Area	Unit Cost	Undeprc Value						
BAS FOP FUS UAT	First Floor Open Porch Finished Upper Story Attic, Unfinished	1,500 0 1,344 0	1,500 117 1,344 1,344	1,500 23 1,236 121	215,23 42,31 197,94 19,38	322,847 4,950 266,026 26,043						
Ttl Gross Liv / Lease Area		2,844	4,305	2,880		619,866						



TAXPAYER'S RSA 76:16 ABATEMENT APPLICATION TO MUNICIPALITY

TAX YEAR APPEALED 2017 to present

INSTRUCTIONS

1. Complete the application by typing or printing legibly in ink. **This application does not stay the collection of taxes; taxes should be paid as assessed. If an abatement is granted, a refund with interest will be made.**
2. File this application with the municipality by the deadline (see below). Date of filing is the date this form is either hand delivered to the municipality, postmarked by the post office, or received by an overnight delivery service.

DEADLINES: The "notice of tax" means the date the board of tax and land appeals (BTLA) determines the last tax bill was sent by the municipality. (If your municipality bills twice annually, you must apply after the bill that establishes your final tax liability and not before.)

Step One: Taxpayer must file the abatement application with the municipality by March 1 following the notice of tax.
Step Two: Municipality has until July 1 following the notice of tax to grant or deny the abatement application.
Step Three: Taxpayer may file an appeal either at the BTLA (RSA 76:16-a) or in the superior court (RSA 76:17), but not both. An appeal must be filed:

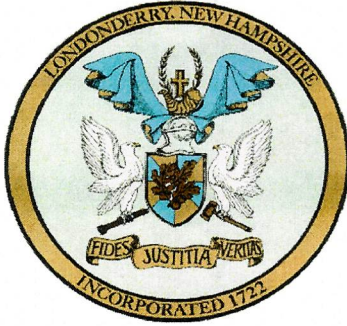
- 1) no earlier than: a) after receiving the municipality's decision on the abatement application; or b) July 1 following the notice of tax if the municipality has not responded to the abatement application; and
- 2) no later than September 1 following the notice of tax.

EXCEPTION: If your municipality's final tax bill was sent out after December 31 (as determined by the BTLA), the above deadlines are modified as follows (RSA 76:1-a; RSA 76:16-d, II):

Step One: 2 months after notice of tax;
Step Two: 6 months after notice of tax; and
Step Three: 8 months after notice of tax.

FORM COMPLETION GUIDELINES:

1. **SECTION E.** Municipalities may abate taxes "for good cause shown." RSA 76:16. Good cause is generally established by showing an error in the assessment calculation or a disproportionate assessment. Good cause can also be established by showing poverty and inability to pay the tax.
2. **SECTION G.** If the abatement application is based on disproportionate assessment, the taxpayer has the burden to show how the assessment was disproportionate. To carry this burden the taxpayer must show: a) what the property was worth (market value) on the assessment date; and b) the property's "equalized assessment" exceeded the property's market value. To calculate the equalized assessment, simply divide the assessment by the municipality's equalization ratio (assessment ÷ ratio). Because a property's market value is a crucial issue, taxpayers must have an opinion of the market value estimate. This value estimate can be shown by obtaining an appraisal or presenting sales of comparable properties.
3. **SECTION H.** The applicant(s) must sign the application even if a representative (e.g. Tax Representative, Attorney, or other Advocate) completes Section I.
4. Make a copy of this document for your own records.



TOWN OF LONDONDERRY
WARRANT
SEWER RENT LEVY
STATE OF NEW HAMPSHIRE

ROCKINGHAM COUNTY

1. To Allison Parsons, Collector of Taxes for the Town of Londonderry in said County:
2. In the name of the State you are hereby directed to collect the sewer rents herewith committed to you amounted in all to the sum of SIX HUNDRED SEVENTY-ONE THOUSAND TWO HUNDRED ELEVEN AND 48/100 CENTS (\$671,211.48) with interest at eight (8%) percent from AUGUST 28, 2026 on all sums not paid on or before that day.

And you shall pay all money collected to the Treasurer at least on a weekly basis when receipts exceed \$500.00 or more often when directed by the Commissioner of Revenue Administration.

Given under our hands and seal at said Londonderry, New Hampshire, this 3rd day of August in the year 2026.

TOWN COUNCIL

Ron Dunn – Chairman

Shawn Faber – Vice Chairman

Ted Combes

Dan Bouchard

Deb Paul

**Londonderry Town Council Meeting
Monday, July 20, 2026, 7:00 p.m.
Moose Hill Council Chambers**

Meeting Link: <http://173.166.17.35/internetchannel/show/14305?channel=4>

Council Members Present: Chair Ron Dunn; Vice Chair Shawn Faber; Councilors Dan Bouchard, Ted Combes, Deb Paul (arrived at 7:30 p.m.)

Council Members Absent: None

Other Staff Present: Town Manager Shaun Mulholland; Administrative Services Director Kirsten Hildonen; Police Chief Kim Bernard; Controller Sarah Jardim-Lee; Fire Chief James Young; Deputy Fire Chief Phil LeBlanc

A. CALL TO ORDER

Chair Dunn called the meeting to order at 7:00 p.m. and led the Pledge of Allegiance.

Councilor Bouchard read Resolution 2026-10 recognizing Carol O’Keefe for her service to the Town of Londonderry. Chief Bernard spoke to Ms. O’Keefe’s dedication and said she will continue to work for the Department on a part-time basis.

B. PUBLIC COMMENT

Chair Dunn opened public comment.

Name: Dennis Martin

Address: 182 Pillsbury Road

Mr. Martin addressed Councilor Paul’s statement that the blues festival was a for-profit event; he has never taken money for running this event. He spoke against taxpayers having to pay to use the Town Commons.

Name: Richard Bielinski

Address: 89 Hall Road

Mr. Bielinski spoke against the Town Manager increasing the Fire Chief’s pay scale and asked when the Chief intended to make a full-time commitment to Londonderry.

Name: Kristine Perez

Address: 5 Wesley Drive

Ms. Perez cited the Charter regarding the Council acting as a body and not interfering with Town Administration. She asked that information be released about interactions with legal counsel and that the Council establish a policy to determine whether Charter violations have occurred.

Name: John Farrell

Address: 4 Hancock Drive

Mr. Farrell spoke to the need for transparency and for the Town Council to act as a body. He stressed the importance of focusing on the positive aspects of Londonderry and questioned media coverage.

Name: Mike Speltz

Address: 18 Sugarplum Lane

Mr. Speltz urged the Council to take advantage of installing solar panels on Town Hall and Fire Station #2. He asked the Council not to approve the proposed deletions to the Strategic Plan, noting the work done by stakeholders to craft the plan and the lack of rationale for these changes.

Laura Gandia of Devine, Millimet & Branch, representing CC Properties, spoke to Consent Agenda Item 1 certifying the denied abatement for 2 Litchfield Road. She reviewed the history of this issue, noting the impact of the historic preservation easement on the property. She asked the Council to remove this item from the Consent Agenda, to delay certification of the denial, and to instruct the Town Manager to work with the Assessing Department to determine a significant abatement.

Bob Slater shared an update on the work being done in the library and the SAU addition. He noted the savings related to the installation of the solar panels and urged the Council to approve this project. He asked the Council to work together to provide strong leadership.

Chair Dunn closed public comment.

Councilor Paul clarified her comments about the blues festival, and that she did not say anyone was taking money.

Town Manager Mulholland thanked Chief Young for his work with the Fire Department. He highlighted the need to offer an adequate salary to attract qualified individuals to fill this position. He noted Chief Young's dedication, illustrated by his willingness to continue to help his former employers until they hire a new chief.

Town Manager Mulholland spoke to the investigations involving him. He asked the Council to provide the public with an accurate disposition of the first investigation and a clear status of anything that is pending, citing the applicable RSAs. He reviewed the impact of this information not being shared with the public and stressed the need for transparency. He listed the actions the Council should take to remedy this.

John Farrell called for a point of order, stating that public comment was open. Chair Dunn clarified that public comment was closed. Mr. Farrell said this issue should be an Agenda item.

Councilor Bouchard agreed the information should be disclosed.

Councilor Bouchard moved that the Londonderry Town Council direct its legal counsel within five business days to complete a public disclosure review of the first investigative report involving the Town Manager, release all portions that may lawfully be disclosed with

narrowly tailored redactions, issue a public allegation-by-allegation disposition, provide the specific legal basis and a brief explanation for each category of information withheld, and place review of the related sealed non-public minutes and decisions on the next public meeting Agenda. Seconded by Councilor Paul.

Discussion: Chair Dunn said the investigation pertains to multiple complaints and allegations of wrongdoing. To ensure fairness for all parties involved, the investigation must be kept confidential for reasons already discussed. There is no timeline for completion of the investigation, but the recommendations will soon be released to the public. Councilor Bouchard said the first investigation has been completed and the Councilors know the results.

Councilor Paul asked if complaints/accusations from the first investigation were anonymous and Councilor Bouchard said they were. She asked if the complainant asked for the findings to go on the record. Chair Dunn advised Councilor Paul not to discuss this at this time and that the Council had no comment on pending investigations. Councilor Paul said that the first investigation was no longer pending, and Town business should be conducted in public.

Motion failed 2-3-0, with Vice Chair Faber, Councilor Combes, and Chair Dunn voting in opposition. Chair votes in the negative.

C. BOARD APPOINTMENTS AND REAPPOINTMENTS

- 1. Accept the resignation of Laura Schenkman from the Heritage Commission / Historic District Commission.**

Vice Chair Faber moved to accept the resignation of Laura Schenkman from the Heritage Commission / Historic District Commission. Seconded by Councilor Combes. Motion carried 5-0-0. Chair votes in the affirmative.

Chair Dunn announced that Agenda items would be taken out of order.

D. NEW BUSINESS

- 1. Discuss the proposal from the Senior Resource Committee to extend the hours of CART bus service during the evening Monday-Friday and Saturday hours.**

Maryann Ryan, Senior Resource Committee, presented a proposal to extend the hours of CART bus service, which is possible due to the voters approving the \$5 registration fee. She reviewed the funding sources and amounts required to provide this service. A video was shown featuring CART patrons explaining their need for the service. Councilor Bouchard spoke in support of this proposal and suggested more hours were needed.

Councilor Combes asked when the extended hours could be implemented. Ryan Renault-Smith of the Manchester Transit Authority said the intent is to start in the next fiscal year. Ms. Ryan noted the fees were already being collected and asked why it could not start on August 1st. Mr. Renault-Smith revised his answer to say they could start right away, depending on the Town's funding cycle. Town Manager Mulholland said the funding cycle was not an issue.

Vice Chair Faber moved that the Londonderry Town Council authorizes the Town Manager to negotiate and enter into an agreement with Manchester Transit to provide extended CART services as articulated in the Agenda packet for the July 20, 2026 Town Council meeting packet as of August 1, 2026, as stated. Seconded by Councilor Bouchard.

Discussion: Town Manager Mulholland noted an agreement will need to be drafted and reviewed. The monies will come from the dedicated fund, so an additional budget appropriate is not needed.

Motion carried 5-0-0. Chair votes in the affirmative.

Councilor Combes asked that an item on the Consent Agenda, **certification of the denied abatement for 2 Litchfield Road**, be taken out of order and removed from the Consent Agenda. He asked for clarification as to why the Assessing Department said there was no analysis, when Attorney Gandia said analysis was provided.

Town Manager Mulholland said he provided the Council with information about this, but the Councilors did not respond. As a result, no staff were at the meeting to answer questions.

Councilor Combes asked to postpone this discussion, as his understanding was there would be a presentation and discussion about this issue at this meeting. He did not respond earlier as he did not want to conduct this discussion outside of the public meeting.

Chair Dunn will add this item to a future Agenda, at which time the Assessing Department will be available to answer questions and provide information.

E. PUBLIC HEARING

- 1. Receive public input, discuss, and accept unanticipated revenue pursuant to RSA 31:95-b, III(a) for acceptance of the Londonderry School District's portion of the SAU building project in the amount of \$1,400,000.**

Ms. Jardim-Lee explained this is an accounting technicality. This amount needs to be on the Town's books as revenue and on the School District books as an expense.

Vice Chair Faber moved 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; there was none.

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

Vice Chair Faber moved that the Town Council hereby accepts the unanticipated revenue from the Londonderry School District as presented in the amount of \$1,400,000 under 31:95-b, III(a). Seconded by Councilor Combes. Motion carried 5-0-0. Chair votes in the affirmative.

185
186 **2. Receive public input, discuss, and approve a revision to the Municipal Code, by**
187 **adopting Chapter 15 Fees.**

188 Ms. Hildonen explained the goal is to ensure all fees are transparent and in one place,
189 and authorized by the Council and reviewed on a regular schedule, preferably annually.
190 In response to Mr. Martin's comment, she explained a fee is charged to reserve a meeting
191 room or the Common when other taxpayers are excluded or for a commercial activity;
192 there are provisions to waive those fees. The Council suggested edits, and these were
193 discussed and approved.

194
195 *Councilor Bouchard moved to open the public hearing. Seconded by Vice Chair Faber.*
196 *Motion carried 5-0-0. Chair votes in the affirmative.*

197
198 Chair Dunn asked for public comment.

199
200 **Name:** Mike Speltz

201 **Address:** 18 Sugarplum Lane

202 Mr. Speltz noted that a 15-day response time could be problematic, as the Council meets
203 every two weeks. The Council agreed to change it to 21 days. Town Manager Mulholland
204 noted an emergency Council meeting could be held, if a fee is appealed.

205
206 *Councilor Combes moved to close the public hearing. Seconded by Councilor*
207 *Bouchard. Motion carried 5-0-0. Chair votes in the affirmative.*

208
209 *Councilor Bouchard moved that the Londonderry Town Council hereby approves*
210 *Ordinance 2026-10 adopting Chapter 15 of the Londonderry Municipal Code entitled*
211 *Fees as amended. Seconded by Councilor Combes. Motion carried 5-0-0. Chair votes*
212 *in the affirmative.*

213
214 **F. NEW BUSINESS (continued)**

215 **2. Receive a proposed plan, strategy and timeline for the Reverend Morrison**
216 **Meetinghouse by the Friends of the Meetinghouse.**

217 Councilor Bouchard reviewed the proposed plan. Ray Breslin and Dave Ellis appeared
218 before the Board to answer questions. The Council asked if funds had been raised to put
219 the three-month plan into place. Mr. Ellis and Mr. Breslin said the group is waiting for
220 Council approval before moving forward.

221
222 *Councilor Bouchard moved that the Londonderry Town Council hereby supports the*
223 *efforts of the Friends of the Meetinghouse to work with the Town Manager to further*
224 *develop a plan and present proposals to the Town Council for consideration to preserve*
225 *the Reverend Morrison Meetinghouse. The Friends of the Meetinghouse are asked to*
226 *present a status report to the Town Council on a quarterly basis regarding their work.*
227 *Seconded by Councilor Paul.*

228
229 **Discussion:** Councilor Combes asked if separate banking would be needed for expenses.
230 Chair Dunn said the group would cover expenses. Vice Chair Faber clarified that the

DPW would continue to maintain the building, which is separate from this project. Councilor Bouchard asked who would manage any funds raised. Mr. Ellis said they intend to set up as a non-profit. Town Manager Mulholland explained the group can make donations to the Town, which would need to be accepted by the Council.

Motion carried 5-0-0. Chair votes in the affirmative.

3. Discuss and authorize the Town Manager to enter into a contract with the selected vendor for (2) Type I medium-duty ambulances.

Chief Young and Deputy Chief LeBlanc appeared before the Board to request authorization from the Council for the Town Manager to enter into a contract to purchase two ambulances. Chief Young provided background on this request, noting the current ambulances have exceeded their life expectancy. It will take a minimum of two years for delivery of the new vehicles. The ambulances can be purchased through the Fire Department Capital Lease line. They will retain one of the current ambulances as a mechanical spare. Chief Young stressed the need for an equipment replacement schedule.

The Council asked clarifying questions about the lease program and lead time for delivery of the equipment.

Councilor Bouchard moved that the Londonderry Town Council hereby authorizes the sum of \$955,620 to be transferred from the Fire Department Capital Lease line and approves the purchase of (2) Type I medium-duty ambulances as outlined in the recently published RFP. Seconded by Councilor Paul. Motion carried 5-0-0. Chair votes in the affirmative.

4. Discuss and approve expenditures for the renovation of roofs on the Police Station and Town Hall; expenditures for the installation of solar panels on Town Hall and Fire Station #2; and authorize the transfer of funds from the Expendable Maintenance Trust Fund to the General Fund for these purposes.

Town Manager Mulholland reviewed the benefit of renovating these roofs while the School District office building is being constructed. This would be the ideal time to install solar panels, so quotes were obtained. He recommended taking advantage of the 30% tax rate credit before it is no longer available.

Councilor Bouchard moved that the Londonderry Town Council hereby approves the expenditure of \$274,538 for the roof repairs to the Town Hall and the Police Department. Seconded by Vice Chair Faber. Motion carried 5-0-0. Chair votes in the affirmative.

Councilor Bouchard moved that the Londonderry Town Council hereby approves the expenditure of \$540,677 for the installation of solar panels and related work on the Town Hall including the School District Office addition, the Police Station and Fire Station #2. Seconded by Councilor Paul. Motion carried 5-0-0. Chair votes in the affirmative.

Councilor Bouchard moved that the Londonderry Town Council hereby approves the transfer of \$815,215 from the Expendable Maintenance Trust Fund for the approved expenditures to the General Fund. Seconded by Councilor Combes. Motion carried 5-0-0. Chair votes in the affirmative.

5. Discuss and authorize the Town Manager to execute the Off-Site Improvement Agreement for the Procopio project.

This has been postponed to a future meeting at Procopio's request.

6. Discuss and authorize the Town Manager to execute an agreement with the Pawa Law Group to pursue claims for class action damages, compensation and other relief to the Town regarding PFAS chemical compounds in firefighter turnout gear. Town Manager Mulholland explained a class action law suit is being formed against companies that produced the raw materials used to construct firefighter turnout gear. There is no cost to the Town; the law firm would receive payment through the case, if it is successful. The contaminated turnout gear has been replaced. Londonderry would be the lead in this case.

Councilor Bouchard moved that the Londonderry Town Council hereby authorizes the Town Manager to execute agreements with the Pawa Law Group on a contingent basis to pursue claims for class action damages, compensation and other relief relative to PFAS in firefighter protective clothing on behalf of the Town. Seconded by Councilor Paul. Motion carried 5-0-0. Chair votes in the affirmative.

G. OLD BUSINESS

1. Discuss and act upon approving the 2027-2029 Strategic Plan.

Ms. Hildonen reported Councilor Combes' proposed changes were shared with stakeholders. The feedback was that the edits would weaken the plan by removing the measurements and accountability; an explanation was needed as to why the deletions were made; there was a significant deletion of the links to the Master Plan and public engagement; and KPIs and benchmarks were not as strongly linked, resulting in action items without ways to measure them and vice versa.

Councilor Combes defended his proposed edits, citing redundancies in the plan, not having adequate staff to accomplish items, and not knowing what implementation would cost. Ms. Hildonen said some goals already exist and some items are statutorily required, noting the benefit of including items to keep track of them. She stressed the need to hear from the stakeholders before moving forward with the deletions.

Vice Chair Faber asked why initiatives are included in the plan for approval by the Council, if they are already underway. He cited a trust deficit and questioned the need to approve the plan as it stands, since it is a living document that can be changed at any time. He asked why there was opposition to a reduced scope and said the Council should have been involved in creating the plan instead of being presented with the final product to approve.

Town Manager Mulholland said the plan allows the Council to provide guidance as to which the direction the Town should take. Council members had the opportunity to be involved throughout the process and did not request more involvement until now. He expressed concern that the proposed changes were presented at the last minute. He suggested holding a public hearing and noted the Council did not need to approve the plan, if they were not ready to do so.

Councilor Paul said many of the items in the plan would save the Town money, and would keep department heads focused and goal-oriented. She asked Councilor Combes to explain his edits and asked why these changes were not discussed during earlier Council meetings. She stressed the link between the plan and the Master Plan, and the need to honor the input of the individuals involved in the process. The department heads and boards created this plan, know their needs and limitations, and outlined their goals. The Council does not understand the individual needs; the departments and boards should make their own edits.

Councilor Bouchard noted the opportunities for public engagement in the planning process and the availability of the Town Manager to discuss the plan on an individual basis. He noted the public support for the plan. He thought Councilor Combes would present his edits to the Planning Board, and then there would be a public hearing. The plan allows the Town and community to work together. He recommended the Council pass the original plan, which is a working document.

Chair Dunn said the plan is too big and sets up the Town for failure. Some employees said they did not have input into the plan. He questioned why there was objection to starting with a smaller plan and adding to it.

Councilor Bouchard moved that the Londonderry Town Council hereby approves the 2027 to 2029 Strategic Plan and directs the Town Manager to begin implementation of the Plan as originally presented . Seconded by Councilor Paul. Motion failed 2-3-0, with Vice Chair Faber, Councilor Combes, and Chair Dunn voting in opposition. Chair votes in the negative.

Vice Chair Faber proposed that the Council approve Councilor Combes' version of the plan, with the ability to add to it in the future.

Councilor Bouchard asked Councilor Combes to appear before the Planning Board to explain his edits. Councilor Combes said he has not been asked to appear. Town Manager Mulholland said it was clear at the Planning Board meeting that Vice Chair Faber said he would inform Councilor Combes of this request.

The Council agreed to move this issue to a public hearing on August 17th. Councilor Combes will meet with the Planning Board before the public hearing.

H. APPROVAL OF CONSENT ITEMS

- 1. Certify the denied abatement for 2 Litchfield Road, which was removed from the**

Consent Agenda at the July 6, 2026, Town Council meeting.

This item was removed from the Consent Agenda earlier in the meeting.

- 2. 2026-07-06 Land Use Change Tax Bill**
- 3. June 3, 2026 non-public session minutes (not sealed)**
- 4. Town Council meeting minutes from July 6, 2026**
- 5. July 6 non-public session 1 minutes (sealed)**
- 6. July 6 non-public session 2 minutes (sealed)**

Vice Chair Faber moved to approve the remaining consent items. Seconded by Councilor Paul, Motion carried 5-0-0. Chair votes in the affirmative.

I. OTHER BUSINESS

1. Liaison Reports

Councilor Paul reported on her meeting with Rec.

Councilor Bouchard asked when the legal subcommittee would present a report. Chair Dunn shared the legal opinion. The Council voted to establish a subcommittee and delegated its authority to the subcommittee. The subcommittee is not authorizing any expenditures. The full Council has approved the engagement letters and authorized legal expenses as necessary. The Town Charter explicitly authorizes the Council to delegate its authority to the subcommittee. Councilor Bouchard asked for a copy of this legal opinion.

Councilor Bouchard asked about moving forward with Braver Angels. Chair Dunn said this is on the Agenda for the August 17th meeting.

2. Town Manager Report

Town Manager Mulholland noted the 2026 legal budget has been exceeded. For 2027, legal costs were anticipated at \$290/hour. Legal costs are being incurred for primary legal general counsel at \$375/hour, Shaheen & Gordon at \$500/hour, and Varuntus (sp) at \$450/hour, none of which was included in the budget. He will make budget recissions this week to address the projected overage in the legal line. He has asked the Council for the cost of the investigation, but has not received it.

J. PUBLIC COMMENT

Chair Dunn opened public comment.

Name: John Grennon

Address: 14 Jewel Court

Mr. Grennon thanked the Council, Town Manager, and Ms. Hildonen for their work. He spoke in support of the Fire and Police Departments, and specifically the fire chief. He asked that the Council support the fire chief.

Councilor Bouchard spoke in support of the fire chief.

Name: Sandra Lagueux

Address: 2 Fiddlers Ridge Road

Ms. Lagueux said there was clearly not an understanding of KPI and action item, and provided a definition of both. The Strategic Plan was separated into different departments, so was not too big. She asked why outreach to seniors and veterans and the section on public safety and emergency preparedness were deleted. Vice Chair Faber said they were deleted to scale back the plan. Ms. Lagueux said the plan was gutted. She noted action items were deleted but KPIs remained, which shows a lack of understanding of the terms and how they work. Councilor Combes said he did not see the correlation between items. Ms. Lagueux thanked the Council for not moving forward the gutted plan. When the Councilors spend their time going after each other and management in the background, they do not have time to do the homework to run the Town's business.

Chair Dunn closed public comment.

Councilor Paul spoke in support of the fire chief.

K. MEETING SCHEDULE

- August 3, 2026, Moose Hill Council Chambers, 7:00 p.m.
- August 17, 2026, Moose Hill Council Chambers, 7:00 p.m.

L. NON-PUBLIC SESSION

None

M. ADJOURNMENT

Vice Chair Faber moved to adjourn the meeting. Seconded by Councilor Combes. Motion carried 5-0-0. Chair votes in the affirmative.

The meeting was adjourned at 10:09 p.m.

Minutes prepared by Beth Haggeli



Town of Londonderry
Shaun Mulholland, Town Manager
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MEMORANDUM FOR RECORD

July 20, 2026

RE: Investigations Involving the Town Manager

Chair and members of the Council:

I want to address the investigations involving me in a manner that respects due process, protects employees and witnesses, and preserves the public's trust in Town government.

I will not discuss witness statements, identify complainants, reveal evidence, or comment on the substance of any matter that legitimately remains under investigation. My request is much narrower: the Council should provide the public with an accurate disposition of the **first investigation** and a clear status for anything that remains pending.

Establish the timeline precisely

On June 4, 2026, I participated fully in an interview concerning the first investigation. At the conclusion of that interview, I was told that I was the last person to be interviewed and that the investigation was complete.

I am stating precisely what I was told. I am not assuming that the Council had received or formally accepted a final written report on that date. That is a distinction the Council can and should clarify.

On June 29, the public was told that some information might be temporarily withheld while an investigation remained ongoing. On July 6, the official minutes recorded Councilor Bouchard's statement that the investigation involving him and me had been completed approximately one month earlier. A motion to release the report then failed by a 2-3 vote. During that discussion, the Chair stated that the findings were not ready for release, while the Vice Chair stated that the delay was not caused by the need to make redactions.

Those statements leave the public with a reasonable and unanswered question:

What stage of the first investigation remains incomplete—fact-finding, preparation of a written report, legal review, Council acceptance, or public release?

"Still ongoing" is not a sufficiently precise status when the subject of the investigation was told that all interviews had concluded. The Council should identify exactly what remains to be done and establish a date for completion.

The Purpose of RSA 91-A

RSA 91-A begins with a clear declaration:

“Openness in the conduct of public business is essential to a democratic society.”

The statute’s stated purpose is to ensure the greatest possible public access to the actions, discussions, and records of public bodies—and to ensure that public bodies remain accountable to the people.

RSA 91-A is not merely a procedure for responding to records requests. It expresses a fundamental principle of New Hampshire government: public business belongs to the public, subject only to legitimate and specifically defined protections.

The law recognizes that an investigation involving a public employee may properly be discussed in nonpublic session. It also protects certain personnel information where disclosure would invade privacy, as well as attorney-client communications and attorney work product. Those protections are important, and I am not asking the Council to disregard them.

But RSA 91-A also requires specificity. When a governmental record is requested and withheld, the Town must identify the particular exemption being relied upon and briefly explain how that exemption applies. The statute also contemplates that sealed nonpublic minutes and decisions will be reconsidered for disclosure when the circumstances supporting secrecy no longer apply.

The proper question is therefore not:

“Can we keep everything confidential?”

The proper questions are:

“What particular information must legally remain protected?”

“What information can now be released?”

“What is the public entitled to know about the outcome?”

Confidentiality may protect the integrity of fact-finding while an investigation is underway. **Transparency completes the accountability process once findings have been reached.**

Continued Secrecy Harms Town government

Once the existence of allegations has been publicly discussed, silence about their disposition is not neutral.

The public has heard that there are numerous complaints and that serious investigation is required. But the public has not been told whether the first investigation substantiated any allegation. That creates an imbalance in which the accusation is public but the answer remains secret.

That imbalance harms Town government in several ways:

1. **It allows allegations to be mistaken for findings.** An allegation is a reason to investigate; it is not proof of misconduct.

2. **It allows rumor and selective information to replace the official record.** When government does not provide a verified conclusion, people naturally fill the information vacuum themselves.
3. **It undermines the Town Manager's ability to lead the organization.** Employees, applicants, community partners, and residents are left wondering whether the Manager has been cleared, whether misconduct was found, or whether the matter remains unresolved indefinitely.
4. **It creates an appearance of selective treatment.** Even where no improper motive exists, differing approaches to different officials or employees cause residents to question whether investigations are being handled according to consistent standards.
5. **It damages the credibility of the Council itself.** A public disposition would demonstrate that the Council commissioned an independent process, allowed it to proceed, considered its findings, and accepted the outcome—whether favorable or unfavorable.

The consequences are already visible. A July 8 Union Leader report framed the dispute as a clash over “secrecy,” and a July 11 editorial described the public as remaining “in the dark.” An earlier June editorial called for openness and candor from Londonderry’s elected officials. These headlines show that secrecy—not the underlying facts—has now become the public story.

Residents expressed the same concern directly at the July 6 meeting. The official minutes record comments about secret meetings, a lack of transparency, unanswered questions, and a warning that the Council could lose public trust before transparency finally arrives.

I do not cite those comments or headlines to criticize residents or the press. I cite them because they demonstrate the institutional cost of leaving a completed matter unresolved.

The Council needs to apply a consistent local standard

In 2025, the Town commissioned a third-party investigation of ethics complaints involving Councilor Deb Paul. The complete report was made public, the Council publicly accepted the findings, and it formally determined that the complaints were unfounded. At that time, I stated that transparent government in the sunshine was how Londonderry should operate.

I recognize that an investigation involving an employee can implicate privacy interests differently from an ethics investigation involving an elected official. That difference may justify protecting witness identities, personal information, medical information, or other sensitive details.

It does **not** justify refusing to disclose even the basic disposition of the allegations.

The principle of transparency should apply consistently—even when I am the person being investigated.

Public disposition is the minimum acceptable action

Even if counsel advises that portions of the full report cannot lawfully or prudently be released, the Council should at least tell the public:

- Whether the first investigation is complete.
- Whether the final report has been received.
- How many allegations concerned the Town Manager.

- Whether each allegation was sustained, not sustained, unfounded, inconclusive, or outside the investigator's scope.
- Whether any corrective or disciplinary action was recommended.
- When a redacted report or detailed findings summary will be released.
- What specific legal basis supports withholding any remaining information.

The word "**cleared**" should be used only if it accurately describes the findings. More precise terminology is preferable.

If no allegation was substantiated, the Council should say:

"No allegation against the Town Manager was sustained."

If the findings were mixed, the Council should disclose that accurately.

If the investigator did not reach a conclusion, the Council should say that.

I am not asking the Council to release information only if it is favorable to me. If an allegation was sustained, the public should be told that as well. **Transparency must be outcome-neutral.**

Specific request to the Council

I respectfully request that the Council take the following actions:

1. **Confirm publicly whether the fact-finding phase of the first investigation is complete.**
2. **State whether the Council has received the investigator's final findings or report.**
3. **Issue an allegation-by-allegation public disposition concerning the Town Manager.**
4. **Direct counsel to complete a disclosure review within five business days and release all portions of the report that may lawfully be disclosed, using narrowly tailored redactions rather than withholding the entire document.**
5. **If the report itself cannot be released, publish a detailed findings summary and identify the specific statutory, privacy, or privilege basis for withholding the report.**
6. **Review the related sealed nonpublic minutes and decisions to determine whether the circumstances justifying continued nondisclosure still apply.**
7. **Identify any separate investigation independently, including its current stage and anticipated completion date, so that a later matter is not used to delay closure of the first.**

Closing

I am not asking the Council to expose a complainant, identify a witness, disclose private personnel information, compromise any continuing investigation, or reveal privileged legal advice.

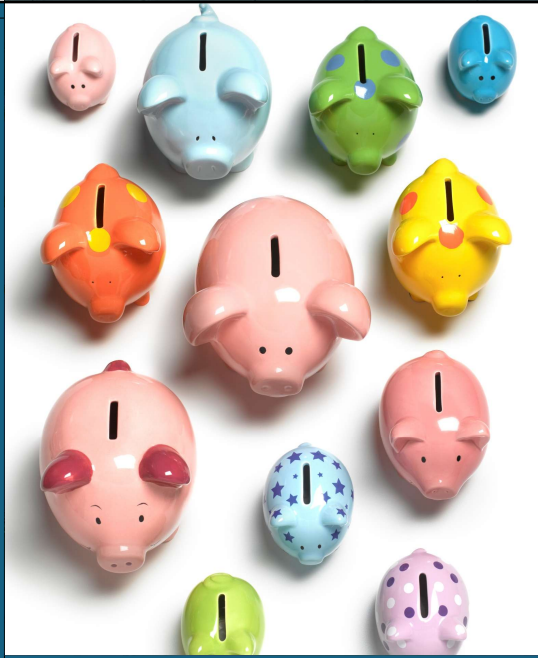
I am asking the Council to distinguish **legitimate confidentiality** from **indefinite secrecy**.

The public deserves to know not simply that accusations were made, but what an independent investigation concluded. The complainants deserve confirmation that their concerns were reviewed. I deserve an accurate public disposition. The Council deserves the opportunity to demonstrate that its process was fair. And Town employees and residents deserve stable, credible government.

An investigation serves accountability only when it reaches a documented conclusion.

I cooperated fully with the first investigation. I respectfully ask the Council to provide the public with its result and allow the Town to move forward based on facts rather than speculation.

CHAPTER 15: FEES AND MASTER FEE SCHEDULE



Town of Londonderry, New Hampshire | Public Hearing, July 20, 2026

1

Town of Londonderry, New Hampshire



THE GOAL OF CHAPTER 15

To ensure every Town fee is transparent, consolidated in one place, properly authorized, and reviewed regularly, so that those who use a service, not the general taxpayer, bear an appropriate share of its cost.

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WHY CHAPTER 15 IS NECESSARY

Legal compliance: Chapter 15 aligns fee adoption with NH RSA 41:9-a, requiring a public process and cost justification before a fee takes effect.

Council oversight: A single Master Fee Schedule, approved by the Council, replaces fees scattered across departments and adopted years ago.

Fairness and cost recovery: Fees should recover the cost of a service so the users who benefit, not all taxpayers, pay their fair share.

Transparency: Consolidating every fee in one public chapter lets residents and businesses see each charge and its legal authority.

3

THE PROBLEM TODAY

Fees are fragmented

Today fees are scattered across many provisions of the Municipal Code, hard to find and inconsistently applied from one department to the next.

Some were never Council-approved

Many fees are outdated or were set administratively or by other bodies, without the formal Town Council adoption that best practice and state law contemplate.

Cost-shifted onto the average taxpayer

Those who benefit from a specific town service should share appropriately in its cost, not the general taxpayer.



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THE ORDINANCE AT A GLANCE

Section	Provision	What it establishes
15.1	Purpose	Makes all Town fees transparent, consolidated, and subject to Council approval.
15.2	Definitions	Defines Fee, Master Fee Schedule, and Department.
15.3	Council Approval	No fee may be charged unless approved by Council and in the Master Fee Schedule.
15.4	Annual Review	The schedule is reviewed at least annually, supported by cost justification.
15.5	Waivers and Reductions	Council may authorize limited waivers, reductions, or installment plans.
15.6	Collection and Refunds	Sets when fees are due and allows deposits, escrows, and refunds.
15.7	Enforcement	Town may withhold services for nonpayment; late fees are permitted.
15.8	Appeals	A disputed fee may be appealed to the Town Manager within 15 business days.
15.9	Severability	If one provision is held invalid, the remaining provisions stay in effect.

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DEPARTMENTS AND FEE SECTIONS

Section	Department	Section	Department
15.10	Town Clerk and Vital Records	15.17	Solid Waste and Drop-Off Center
15.11	Tax Collection and Treasury	15.18	Sewer User
15.12	Building, Code Enforcement and Inspection	15.19	Parks, Recreation and Community Service
15.13	Land Use and Planning Board	15.20	Senior Center
15.14	Fire Department (incl. Ambulance)	15.21	Cable Access Center
15.15	Police Department	15.22	Cemetery Burial
15.16	Public Works and Engineering	15.23	Records Request

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FEES AWAITING COUNCIL ADOPTION

These fees are currently in effect but have not yet been formally adopted by the Town Council. Chapter 15 brings them under Council authority and into the Master Fee Schedule.

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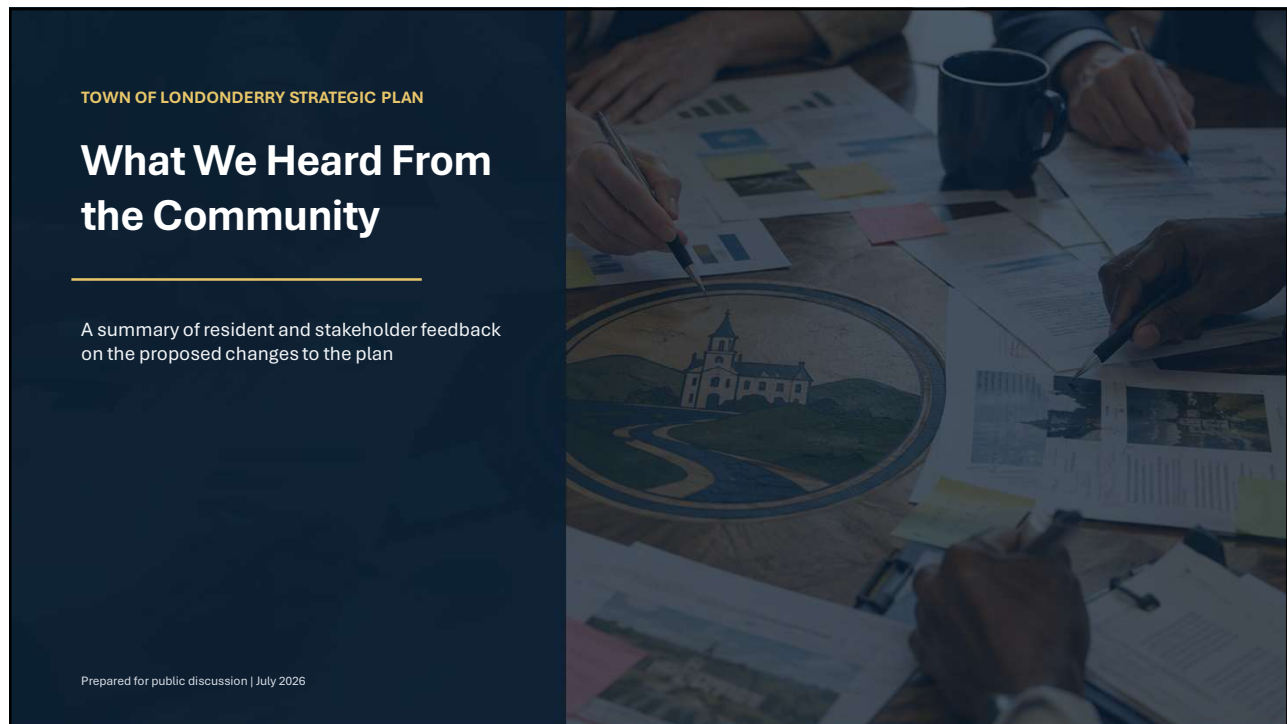
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FEES REQUIRING COUNCIL ADOPTION

Section	Fees requiring Council adoption	Current basis
15.10	Marriage ceremony (\$75) and other non-statutory Clerk fees	Set by statute or the Town Clerk
15.11	Returned check / ACH fee (\$25 per occurrence)	Industry standard
15.14	Food truck inspection (\$75); ambulance vehicle fee (\$50/hr); detail and cancellation charges	NEW / set by IAFF contract
15.15	Police detail rates, cruiser fee (\$11/hr), records and fingerprinting fees	Set by police contract / by LPD
15.16	Road opening deposit (\$5,000); Special Assessment District fee (\$300)	NEW / previously by DPW
15.19	Program, camp, and facility rental fees	Previously set by Recreation Dept.
15.20	Membership, hall rental, and cancellation fees	Previously by Senior Affairs / LSCI
15.21	Media Camp fee (\$95 per participant)	Previously by Cable Dept.
15.22	Cemetery lot pricing and interment fees	Previously by Cemetery Trustees / Sexton

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Overall feedback

General Sentiment

The overwhelming sentiment is that the proposed edits weaken the Strategic Plan by removing the milestones, measurements, and accountability mechanisms that make it actionable. Stakeholders generally acknowledge that revisions are normal, but question whether broad deletions—especially without detailed rationales—would reduce transparency, weaken implementation, and undermine collaborative work already completed.

Actionable

Commenters valued clear deliverables, timelines, and measures—not just high-level vision.

Accountable

The recurring concern was that deleted KPIs make success harder to evaluate.

Aligned

Several reviewers emphasized preserving the link to the Master Plan and public engagement process.

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Most common themes

Three Shared Concerns



1

Loss of Accountability

Without KPIs and benchmarks, commenters say the Town loses clear ways to track progress, monitor completion, and evaluate whether action items have the intended effect.

2

Reduced Transparency + Trust

Respondents connected public-facing metrics and reporting to resident confidence. Removing those measures was viewed as reducing visibility into Town operations.

3

Weaker Implementation Framework

Reviewers were concerned that deleted items break the connection between strategic goals, Master Plan implementation, stakeholder input, and practical execution.

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Impact of the deletions

What Commenters Say Is at Risk

Measuring progress

Deleted KPIs make it harder to know whether objectives are being achieved.

Public visibility

Removed reporting tools reduce what residents can see and evaluate.

Resource planning

Less data can make infrastructure, staffing, and capital planning less grounded.

Master Plan alignment

Deleted implementation steps weaken the bridge from adopted plans to action.

Stakeholder process

Several reviewers ask for rationale and dialogue before deleting carefully drafted items.

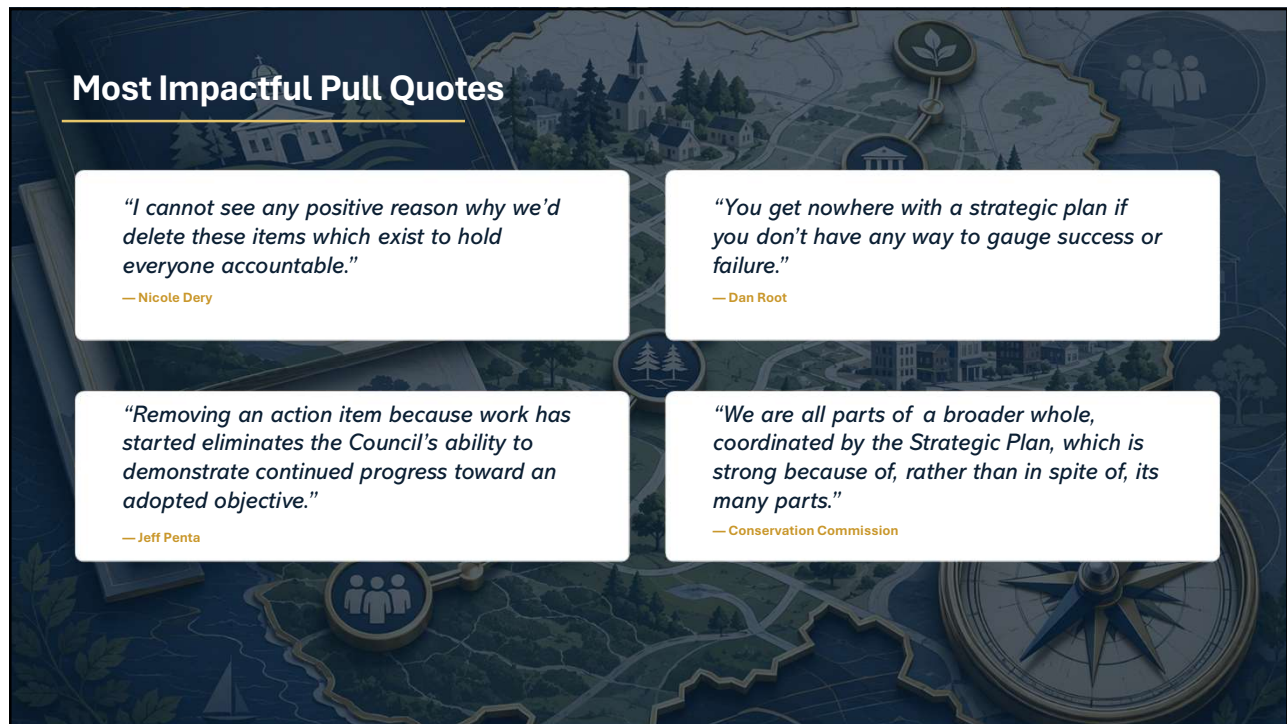
Bottom line: reviewers are focused less on any single deletion and more on the cumulative loss of accountability, transparency, and implementation discipline.

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Most Impactful Pull Quotes

"I cannot see any positive reason why we'd delete these items which exist to hold everyone accountable."

— Nicole Dery

"You get nowhere with a strategic plan if you don't have any way to gauge success or failure."

— Dan Root

"Removing an action item because work has started eliminates the Council's ability to demonstrate continued progress toward an adopted objective."

— Jeff Penta

"We are all parts of a broader whole, coordinated by the Strategic Plan, which is strong because of, rather than in spite of, its many parts."

— Conservation Commission

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Synthesis

Key Takeaways

The feedback can be framed around one central question:

Does the final Strategic Plan preserve the tools needed to implement, measure, report, and adjust the Town's priorities?

Retain measurable outcomes

If an action item remains, preserve or clarify the corresponding KPI.

Require rationale for deletions

Where items are removed, document the reason: cost, capacity, redundancy, policy direction, or timing.

Protect adopted plan alignment

Restore or clarify items that operationalize the Master Plan and other adopted priorities.

Use stakeholder dialogue

For board/commission contributions, revise through dialogue with the people tasked with execution.

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