

**Mike Malaguti**

Town Manager

**Kellie Caron**

Assistant Town Manager



**Town Council**

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

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

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**Londonderry Town Council Meeting**

**Monday, November 18, 2024, 7:00 p.m., Moose Hill Council Chambers**

**A. CALL TO ORDER**

**B. PUBLIC COMMENT**

**C. NEW BUSINESS**

1. **ARCove Architects Structural Assessment Discussion**  
*(Kathy Wagner, Chair, Reverend Morrison Meetinghouse Study Committee)*
2. **Resolution 2024-29: Acceptance of Unanticipated Revenue Under RSA 31:95-b III(b); FY 2025 Household Hazardous Waste Grant**  
*(Kirsten Hildonen, Administrative Support Coordinator)*

**D. PUBLIC HEARING**

1. **Resolution 2024-26: Acceptance of Unanticipated Revenue Under RSA 31:95-b III(a); 2024 Homeland Security Grant (Cold Weather Gear for SWAT/SOU)**  
*(Justin Campo, Finance Director)*
2. **Resolution 2024-27: Acceptance of Unanticipated Revenue Under RSA 31:95-b III(a); 2024 Homeland Security Grant (Bear Cat)**  
*(Justin Campo, Finance Director)*
3. **Resolution 2024-28: Acceptance of Unanticipated Revenue Under RSA 31:95-b III(b); 2024 Homeland Security Grant (Elevated Threat at MHT)**  
*(Justin Campo, Finance Director)*

**E. OLD BUSINESS**

1. **Budget Workshop**  
*(Justin Campo, Finance Director)*

## **F. APPROVAL OF MINUTES**

1. November 12, 2024, Town Council Minutes

## **G. OTHER BUSINESS**

1. Liaison Reports
2. Assistant Town Manager Report

## **H. ADJOURNMENT**

## **I. MEETING SCHEDULE**

1. December 2, 2024; Moose Hill Council Chambers; 7:00 p.m.
2. December 16, 2024; Moose Hill Council Chambers; 7:00 p.m.

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



October 31, 2024

Dave Wholley  
Director of Public Works  
Town of Londonderry  
Londonderry, NH  
603-432-1100 x193

Re: ***Historic Building Condition Assessment - Proposal  
Reverend Morrison Meeting House  
Londonderry, NH***

Dear Mr. Wholley,

Thank you for the opportunity to submit this revised proposal for Londonderry's Reverend Morrison Meeting House. As requested, this is for a Historic Building Conditions and Structural Assessment.

This proposal is informed by the previously issued reports:

- Weston & Sampson, Existing Conditions and Redevelopment Options Report, October 2022
- Weston & Sampson, Redevelopment Opportunities Presentation; October 2023
- David J. Ellis, History of the Reverend Morrison Meeting House, September 2023

*Historic Building Conditions Assessment Report* is for the purposes of establishing the scope of work, and to aid in owner's efforts to obtain funding. The owner's objective is to make the building safe, occupiable and accessible in accordance with applicable building code, life safety and accessibility regulations, after the recent structural failure of the first floor framing. No change of occupancy is proposed. Project team will include Arcove Architects and Structures North Structural Engineers.

- **Meetings:** Two on-site meetings with architect and Town's project representatives, and one architectural field visit to assess existing conditions are included in base fee. Structural site visits are as indicated in attached *Structural Proposal*.
- **Deliverables:** Following format and content requirements of the New Hampshire Preservation Alliance's guidelines, this *Historic Building Conditions Assessment Report* will include:

- **Part 1 – Introduction**
  - Report summary, findings overview, purpose, goals & objectives; project team, location and significance.
- **Part 2 – History & Development of Property**
  - Building’s historic events, ownership, use, design & construction, character defining features, and architectural statement of significance.
- **Part 3 – Existing Conditions Assessment**
  - Report will include 2d floor plans and elevations, utilizing existing condition measured drawings as provided by owner from previous recent assessments. Any new building measuring or BIM modelling is offered as additional services per below.
  - Visual inspection of interior and exterior non-concealed building assemblies, structure, and MEP systems for material and functional integrities. Structural analysis will be according to the attached *Structural Proposal*. Deliverable – written narratives with annotated photographs.
  - NH State Life Safety Code review (NH Saf-C 600 & NFPA) and NH State Accessibility Codes (ADA & ICC A117.1) reviews are included in base fee. See additional services below for additional regulatory compliance reviews for building and energy codes.
- **Part 4 – Recommendations for Existing Building, core & shell maintenance and rehabilitation strategies**
  - Building Improvements – written narrative with annotated photographs or diagrams, in accordance with the Secretary of the Interior’s Standards and National Park Service methodology.
    - Recommended envelope treatments
    - Recommended structural repairs and maintenance
    - Recommended MEP infrastructure systems treatments – brief description of maintenance and potential upgrades
  - Opinion of Probable Costs, Budget and Phasing Schedule Matrix (For maintenance and rehabilitation only. See below additional services for programmatic alterations):
    - Conceptual high-low cost ranges
    - Phasing and escalation factors for short, mid and long range plans.
  - Summary of potential future further studies, specialists and investigations.
- **Part 5 – Supplemental information**
  - Appendix of applicable published guideline standards references (ie Secretary of Interior’s Standards, NPS Preservation Briefs, etc); previous reports & studies.

**Proposed Schedule:**

For purposes of this proposal we understand this project schedule to commence upon Town’s notice to proceed, with subsequent completion within 8 weeks.

**Fees:**

**Basic Services for Parts 1 through 5** - Fees will be allocated and invoiced as follows:

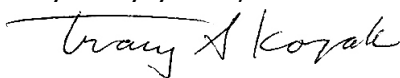
<u>Historic Conditions Assessment</u>	
Structural analysis “Part A” (see attached <i>Structural Proposal</i> )	12,000
Building review, analysis & assessment report	<u>6,977</u>
Total	\$18,977

**Optional Additional Services not included in Base Fee:**

- Additional meetings or site visits (hourly upon owner request).
- Field measuring or laser scanning of existing conditions(hourly upon owner request).
- On-site testing such as Geotechnical, hazardous materials, etc. (by owner).
- Mechanical, electrical, plumbing, or fire protection engineering analysis or schematic narratives.
- Civil engineering or site design.
- CSI Division-based Detailed Cost estimating
- Regulatory compliance reviews for building and energy codes (beyond Life Safety and Accessibility).
- Programming, Conceptual or Schematic Design for interior fit-out or additions.
- Interior Design of finishes, or Furniture, Fixtures & Equipment (FF&E).

Please let us know if this proposal is acceptable to you by signing below. We look forward to working with you on this exciting endeavor.

Very truly yours,



Tracy S. Kozak, AIA; Principal

Signature: \_\_\_\_\_

Print Name/Date: \_\_\_\_\_

Town of Londonderry

Date

Enclosures:

- *ARCove Terms & Conditions of Agreement, 2024*



ARCOVE LLC  
 3 Congress St, Ste 1  
 Portsmouth NH 03801  
 603.988-0042

## STANDARD TERMS AND CONDITIONS OF AGREEMENT

January 2024

### Professional Architectural Services

This Agreement is the offer of ARCOVE LLC to perform the consulting services described in the attached Proposal for Architectural Services. Acceptance by the Client is strictly limited to the attached Proposal and these Terms and Conditions of Agreement.

### Compensation

The attached Proposal describes the tasks, phases and compensation terms.

Fixed Fee Projects: Billings are based on the percent complete of each phase of our work.

Hourly Projects: Billings are based on hours worked. Where an estimated total has been given, it is not an upset figure but is provided solely to assist the Client in project planning. Our hourly rates:

Principal Architect.....	\$200
Project Manager.....	\$175
Project Architect.....	\$150
Job Captain.....	\$125
Architectural Technician .....	\$100

### Estimated Fees and Services.

Our proposal is valid for 30 days. Should The Client ask us to begin work before executing an agreement, the Client agree the proposed terms are the contracting force between us subject to amendment when our agreement is executed.

### Owner's Responsibilities

The Client agree to provide complete physical information about the site and/or building and legal, accounting, and insurance counseling services as may be required. The Client shall establish a project Budget with reasonable contingencies that meets the project requirements. If the Architect is not contracted to provided cost estimating services, the Client shall employ a construction cost estimating consultant.

### Insurability

The Client and Arcove LLC agree it is essential that Arcove's applicable insurance coverages apply to the project involved, for protection of the Client, Arcove LLC, and any third parties that may be involved. Accordingly, Arcove LLC shall have this agreement reviewed for insurability. Any element of this agreement which is not insurable or whose insurability is questionable shall be considered null and void, and the Client and Arcove LLC shall work together in good faith to replace any such element with another of similar intent, whose insurability is not in question. Should the Client require any special coverage, policy, amendment, or rider in order to attain insurability or for any other purpose, the Client

shall pay the additional cost, if any.

### Contract Terms

The use of contracts other than AIA Standard Forms is an Additional Service. If the terms of the agreement substantially differ from our standard terms or from AIA Standard Forms of Agreement, legal fees we incur in reviewing and/or negotiating these non-standard agreements shall be borne by the Owner.

### Invoices

Invoices shall be submitted upon completion of a phase or monthly based on percentage complete at that time. Payment is due on receipt. Interest will be payable after 30 days at the rate of one and one-half percent (1-1/2%) per month. If any payment is more than 90 (90) days past due, the Architect may, after giving seven (7) days written notice to the Client, suspend services under this agreement until the Architect is paid in full all amounts due for services, expenses, and other charges. In the event of suspensions, the Client shall waive all rights, claims, etc. which it might otherwise have against the Architect as a direct or indirect result of such suspension.

### Reimbursable Expenses

Reimbursable expenses such as photocopies, prints, travel, long distance communications, delivery, photography, consultants, rendering, models, and any additional insurance The Client request will be billed at our cost plus 5%.

### Change of Scope

Our fee is subject to equitable adjustment if the agreed scope is changed or our services are not completed within 12 months.

### Additional Services

These are services beyond those agreed to, including revisions due to adjustments that increase the project scope, quality, or budget. Additional Services and related costs will be billed at our hourly rates. Our consultants' costs will be billed at their hourly rates.

### Limitation of Liability

For any damage or costs resulting from our errors, omissions, or professional negligence, our liability to all claimants at any time will be limited to a single aggregate sum not to exceed \$50,000 or our fee whichever is less.

### Dispute Resolution

Claim and dispute relating to our services shall be resolved by mediation or in court.

### Use of Architect's Drawings

Arcove's drawings and specifications are instruments of service solely with respect to this

project. As author, we retain copyright, common law, and statutory rights. The Client may retain copies for reference, but the Client may not use these on other projects or to complete this project without us, unless a mediation panel or court finds we have materially breached our obligations.

### Electronic Drawing Files

Subject to the terms relating to the use of Architect's Drawings, and if requested, electronic drawing files will be furnished in AutoDesk Revit, AutoCAD. dwg, or .PDF formats. Alternate formats can be furnished as an Additional Service.

### Professional Credit

The Client agree to provide professional credit for us as Architect in all promotional materials for the project.

### Termination and Suspension

Our Agreement may be terminated by either of us upon 7 days written notice should the other materially fail to perform by these agreed terms. The Client agrees that failure to make payments when due hereunder is a material failure to perform. In the event of termination or project suspension, The Client agree to pay Arcove for services and reimbursables due.

If the Client suspend the project for more than three months, we reserve the right to renegotiate the balance of our fee to reflect current personnel and project restart costs. Should our services be terminated without breach of our obligations, The Client agrees we are hereby released from any and all liability for the work performed by us and our consultants, and the Client is obliged to pay us termination expenses in an amount equal to 20 percent of our fee as of the time of such termination.

### Asbestos and Hazardous Waste

We do not perform and are not insured for services related to the identification, containment, or removal of asbestos or hazardous waste, including pollutants, nor will we assume liability for any damages or costs related to these materials.

### Insurance

We are protected by Professional Liability Insurance. We will furnish copies of insurance certificates at The Client's request.

### Successors and Assigns

The Client and Arcove agree respectively to bind ourselves, our successors, and our assigns to the terms of our Agreement. We may assign this agreement only to an Arcove LLC controlled entity if necessary for compliance with professional registration laws.

30 October 2024

ARCove Architects  
3 Congress Street  
Portsmouth, NH 03801

Attention: Tracy Kozak

Reference: Londonderry Town Hall  
Structural Engineering Fee Proposal

Dear Tracy:

We are pleased to submit this proposal for Structural Engineering Consulting and Design for the renovation of Londonderry Town Hall.

**Scope of Included Engineering Services:** The scope of included engineering services shall be as follows:

**Part A**

1. Field inspection of the existing structure including exterior, interior, attic and crawlspace
2. Creation of inventory of noted damage throughout the structure
3. Structural analysis of roof purlins and trusses.
4. Structural analysis of first floor.
5. Submission of written report with findings and recommendations, along with proposal to design repairs.

**Part B**

1. Design of repairs for items noted above.
2. Submission of stamped drawings and specs to town.
3. Assistance with bidding the work.
4. Review of Contractor submittals.
5. Periodic site visits during work.
6. Final sign-off upon completion.

**Fee for Part A = \$12,000 Lump Sum plus direct expenses**

**Fee for Part B: To be submitted after the required scope or repairs has been determined.**

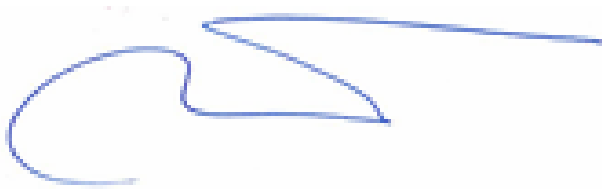
**Terms and Conditions:** The attached Structures North Consulting Engineers, Inc. – Terms and Conditions are a part of this agreement. By signing below, you are agreeing to both this agreement and the attached terms and conditions of the contract. Our professional liability for this project is hereby limited to \$500,000.

Kindly acknowledge your acceptance of this proposal by signing and returning a copy to us by fax or email which shall constitute your authorization for us to proceed with the engineering services described herein.

If you have any questions regarding scope or fee, please do not hesitate to contact this office. Thank you for the opportunity to submit this proposal and we look forward to working with you.

Respectfully Yours,  
Structures North Consulting Engineers, Inc.

Accepted by:



John M. Wathne, PE, President

\_\_\_\_\_  
ARCove Architects

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

\_\_\_\_\_  
Date:

**SCOPE OF SERVICES:** Engineer, as representative of Client, shall perform the Basic Services described in the attached Proposal. Engineer makes no warranty, either expressed or implied, as to Engineer's findings, recommendations, plans, specifications, or professional advice. Engineer will perform the services pursuant to generally accepted standards of practice in effect at the time of performance. Services provided by Engineer under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

If Engineer's Proposal includes the performance of On-Site Observation services, then: Engineer shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of Contractors' work and to determine if the work is proceeding in general accordance with the structural drawings and specifications prepared by Engineer. Client has not retained Engineer to make detailed inspections or to provide exhaustive or continuous project review and observation services. Engineer shall not, during such visits or as a result of any observations of construction, supervise, direct or have control over Contractors' work nor shall Engineer have authority over or responsibility for the equipment, means, methods, techniques, sequences, or procedures of construction selected by Contractors or health and safety precautions and programs incident to the work of Contractors or any failure of Contractors to comply with laws, rules, regulations, ordinances, codes, or orders applicable to Contractors furnishing and performing their work. Engineer does not guarantee the performance of the construction contract by Contractors and does not assume responsibility for Contractors' failure to furnish and perform their work in accordance with the drawings and specifications.

If Engineer's Proposal includes the Review of Contractors' Submittals, then: Engineer shall review shop drawings, samples, and other data which Contractors are required to submit, but only for the limited purpose of checking for conformance with the structural design concept of the Project and compliance with the information given in the structural drawings and specifications. Such review or other actions shall not extend to accuracy or completeness of details, erection aids, quantities, dimensions, weights or gauges, fabrication processes, coordination with other trades, equipment, means, methods, techniques, sequences or procedures of manufacture (including the design of manufactured products) of construction, or to health and safety precautions and programs incident thereto. Engineer's review or other actions, as described above, shall not constitute approval of an assembly or product of which an item is a component, nor shall it relieve Contractors of (a) their obligations regarding review and approval of any such submittals; and (b) their exclusive responsibility for the equipment, means, methods, sequences, techniques and procedures of construction, including safety of construction. Engineer's review shall be conducted with reasonable promptness while allowing sufficient time in Engineer's judgment to permit adequate review. Engineer shall not be responsible for any deviations from the Contract Documents not highlighted in writing to Engineer from Contractor. Engineer shall not be required to review partial submissions, incomplete submissions, submittals that are grossly incorrect or non-responsive, submittals for which submissions of correlating items have not been received, or submittals not reviewed and approved by Contractor. If a submittal is not duly acceptable after its second submission, the client shall be responsible for all increased costs including, without limitation, for increased professional fees based on rates per our fee schedule.

**HIDDEN CONDITIONS:** A condition is hidden if concealed by existing finishes or it not capable of investigation by reasonable visual observation. If the Engineer has reason to believe that such a condition may exist, the Client shall authorize and pay for all costs associated with the investigation of such a condition. If (1) the Client fails to authorize such investigation after due notification, or (2) the Engineer has no reason to believe that such a condition exists, the Engineer shall not be responsible for the existing condition nor any resulting damages to persons or property.

**HAZARDOUS MATERIALS:** It is acknowledged by both parties that Engineer's scope of services does not include any services related to asbestos, lead, mold or other hazardous or toxic materials. In the event Engineer or any other party encounters asbestos or other hazardous or toxic materials at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of Engineer's services, Engineer may, at his option and without liability for consequential or any other damages, suspend performance of services on the project until Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the jobsite is in full compliance with applicable laws and regulations.

**OWNERSHIP OF DOCUMENTS:** All documents produced by Engineer under this Agreement shall remain the property of Engineer and may not be used by this Client for any other purpose without the written consent of Engineer.

**DISPUTE RESOLUTION:** Any claims or disputes made during design, construction, or post-construction between Client and Engineer shall be submitted to non-binding mediation.

**FEES:** Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered. Engineer's standard rate sheets are available upon request.

**REIMBURSABLE EXPENSES:** Reimbursable expenses shall be billed at one-point-one (1.1) times Engineer's actual expense. Reimbursable expenses include but are not limited to: reproduction; shipping; photographs; parking; tolls; mileage; hotel; travel; and meals.

**CHANGES OR DELAYS:** Unless the accompanying Proposal provides otherwise, the proposed fees constitute Engineer's estimate to perform the services required to complete the Project. Required services often are not fully definable in the initial planning; accordingly, developments may dictate a change in the scope of services to be performed. Where this occurs, changes in the Agreement shall be negotiated and an equitable adjustment shall be made. An Additional Services Contract will be submitted to Client. No additional services will be performed by Engineer without written authorization from Client.

Costs and schedule commitments shall be subject to renegotiation for unreasonable delays caused by Client's failure to provide specified facilities, direction, or information, or if Engineer's failure to perform is due to any act of God, labor trouble, fire, inclement weather, act of governmental authority, failure of transportation, accident, power failure, or interruption or any other cause beyond the reasonable control of Engineer. Temporary work stoppage caused by any of the above may result in additional cost beyond that outline in the accompanying Proposal.

**BILLINGS/PAYMENTS:** Invoices for Engineer's services shall be submitted at Engineer's option, either upon completion of such services or on a periodic basis. Invoices are due upon receipt, and with a maximum of 30 calendar days. If the invoice is not paid within sixty (60) days, Engineer may, without waiving any claim or right against Client, and without liability whatsoever to Client, terminate or suspend the performance of the service. In the event any portion or all of an account remains unpaid 90 days after billing, Client shall pay all costs of collection, including reasonable attorney's fees.

**LATE PAYMENTS:** Accounts unpaid sixty (60) days after the invoice date may be subject to a monthly service charge of 1.5 percent on the then unpaid balance (18.0 percent true annual rate), at the sole election of Engineer. In the event any portion or all of an account remains unpaid ninety (90) days after billing, Client shall pay all costs of collection, including all reasonable attorney fees.

**MUTUAL INDEMNIFICATION:** Engineer agrees, to the fullest extent permitted by law, to indemnify and hold harmless Client, its officers, directors, and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs to the extent caused by Engineer's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom Engineer is legally liable.

Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Engineer, its officers, directors, employees, and subconsultants (collectively, Engineer) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors, or consultants or anyone for whom Client is legally liable.

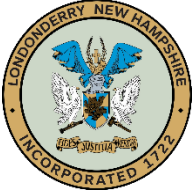
Neither Client nor Engineer shall be obligated to indemnify the other party in any manner whatsoever for the other party's negligence.

**CERTIFICATIONS:** Engineer shall not be required to execute any document that would result in its certifying, guaranteeing, or warranting the existence of conditions whose existence the Engineer cannot ascertain.

**TERMINATION OF SERVICES:** Either Client or Engineer may terminate this Agreement at any time with or without cause upon giving the other party seven (7) calendar days prior written notice. Client shall within thirty (30) calendar days of termination pay Engineer for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this Agreement.

**APPLICABLE LAWS:** This Agreement shall be governed and construed in accordance with the laws of the State of New Hampshire. Any litigation arising in any way from this Agreement shall be brought in the courts of that State.

**LIMITATION OF LIABILITY:** To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents and subconsultants, and any of them, to Client and anyone claiming by, through or under Client, for any and all claims, losses, costs, or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of Engineer or Engineer's officers, directors, employees, agents or subconsultants, or any of them, shall not exceed the total amount indicated in the body of the proposal letter.



# Town of Londonderry, New Hampshire

268B Mammoth Road • Londonderry, NH 03053

(603) 432-1100 • londonderrynh.gov

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## RESOLUTION 2024-29

*A Resolution Relative to*

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

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

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

**WHEREAS** the Town of Londonderry has received the FY 2025 Household Hazardous Waste Grant from the New Hampshire Department of Environmental Services; and

**WHEREAS** the grant was in the amount of \$3,950.00.

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

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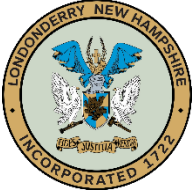
Chad Franz – Chair  
Town Council

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Sharon Farrell – Town Clerk

**A TRUE COPY ATTEST:**

11/18/2024



# Town of Londonderry, New Hampshire

268B Mammoth Road • Londonderry, NH 03053

(603) 432-1100 • londonderrynh.gov

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## RESOLUTION 2024-26

*A Resolution Relative to*

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

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

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

**WHEREAS** the Town of Londonderry has received the 2024 Homeland Security Grant for cold weather gear for the SWAT/SOU Team from the New Hampshire Department of Safety, and

**WHEREAS** the grant was in the amount of up to \$31,250.00.

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

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Chad Franz – Chair  
Town Council

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Sharon Farrell – Town Clerk

**A TRUE COPY ATTEST:**

11/18/2024



# Town of Londonderry, New Hampshire

268B Mammoth Road • Londonderry, NH 03053

(603) 432-1100 • londonderrynh.gov

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## RESOLUTION 2024-27

*A Resolution Relative to*

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

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

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

**WHEREAS** the Town of Londonderry has received the 2024 Homeland Security Grant for a Bear Cat for the SWAT/SOU Team from the New Hampshire Department of Safety, and

**WHEREAS** the grant was in the amount of up to \$397,275.00.

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

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Chad Franz – Chair  
Town Council

---

Sharon Farrell – Town Clerk

**A TRUE COPY ATTEST:**

11/18/2024



# Town of Londonderry, New Hampshire

268B Mammoth Road • Londonderry, NH 03053

(603) 432-1100 • londonderrynh.gov

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## RESOLUTION 2024-28

### *A Resolution Relative to Acceptance of Unanticipated Revenue 31:95-b, III(b)*

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

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

**WHEREAS** the Town of Londonderry has received the 2024 Homeland Security Grant for funding for Elevated Threat overtime at Manchester-Boston Regional Airport from the New Hampshire Department of Safety, and

**WHEREAS** the grant was in the amount of up to \$9,000.00.

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

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Chad Franz – Chair  
Town Council

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Sharon Farrell – Town Clerk

**A TRUE COPY ATTEST:**  
11/18/2024

1                                   **Londonderry Town Council Minutes**  
2                                   **Monday, November 12, 2024**  
3                                   **7:00 p.m.**  
4                                   **Moose Hill Council Chambers**

5  
6  
7 **Meeting Link: <http://173.166.17.35/CablecastPublicSite/show/12736?channel=4>**  
8

9 **Attendance:** Chair Chad Franz; Vice Chair Ted Combes; Councilors Shawn Faber, Ron Dunn,  
10 and John Farrell; Assistant Town Manager & Director of Economic Development Kellie Caron;  
11 Administrative Support Coordinator Kirsten Hildonen; Director of Finance Justin Campo;  
12 Controller Sarah Jardim-Lee; Budget Committee members Sarah Meier, Jason Goldman, Kate  
13 Burbidge, Ryan Cronin, Patrick Cassidy, Joseph Gagnon, and Dave Plaza  
14

15 **CALL TO ORDER**

16  
17 Chair Chad Franz called the Town Council meeting to order at 7:00 p.m. and led the Pledge of  
18 Allegiance. He thanked the Staff and volunteers for conducting themselves professionally on  
19 Election Day. This was followed by a moment of reflection in appreciation for those who served  
20 on Election Day and those who serve in election positions. Councilor Farrell recognized the loss  
21 of long-time resident Andy Mack, a community icon.  
22

23 **PUBLIC COMMENT**

24  
25 **Chair Franz opened public comment.**

26  
27 **Name:** Linda Green, President, Historical Society  
28 **Address:** 22 Sugar Plum Lane  
29

30 Ms. Green donated photographs of historic sites in Londonderry. She presented a box used for  
31 voting from 1800 to 1900 in Londonderry. She expressed gratitude for Andy Mack's generosity  
32 and said he will be missed.  
33

34 **Name:** Beth Marrocco  
35 **Address:** 4 Westwood Drive  
36

37 Ms. Moracco said Library Director Erin Matlin and her team are stellar. She advocated on behalf  
38 of their budget and asked that people support her. She asked for support for the warrant article for  
39 a full-time children's librarian.  
40

41 **Name:** Bryan Young, VP Local 3160  
42 **Address:** 14 Fieldstone Drive  
43

44 Mr. Young appeared representing Londonderry firefighters and taxpayers. He thanked Finance  
45 Director Justin Campo, Chief LeBlanc, Chief Heinrich, and Town Council for their support in  
46 finding a means to bring the department to 13 members per shift. He recognized and thanked

47 firefighter/paramedic Justin Hinds for spearheading the annual event to feed 120 senior citizens at  
48 the Senior Center. He asked that, in light of the Town Manager’s absence, Town Council provide  
49 direction and stability to facilitate moving forward with posting the Fire Chief position and  
50 subsequent Fire Department postings. He asked that the Town find funds for 13 firefighters every  
51 day. He asked Mr. Campo to send information on the overtime line to the Fire Department and  
52 taxpayers.

53  
54 **Name:** Daniel Bouchard  
55 **Address:** 8 Oconnell Drive

56  
57 Mr. Bouchard commended Mr. Campo on the work he does and said that attacks on him were  
58 uncalled for. The SB is a terrible process. In light of the union steward saying “you get fired if you  
59 go over budget,” he suggested department heads be provided proper training and guidance so this  
60 doesn’t happen. The Council needs to address underfunded lines in the budget and fill needed  
61 positions.

62  
63 **Name:** Doug Thomas  
64 **Address:** 143 Mammoth Road

65  
66 Mr. Thomas thanked Jonathan Kipp and his crew for their outstanding work during the election.  
67 He thanked the Town and School and Police Department for their work on traffic control. He  
68 thanked the voters who patiently stood in line.

69  
70 **Name:** Kristine Perez  
71 **Address:** 5 Wesley Drive

72  
73 Ms. Perez acknowledged the work put in to make Election Day run smoothly. Since 2016, she has  
74 expressed concern about only having one place for over 16,000 citizens to place their votes. If  
75 there were more polling places, 18 police officers would not be needed to oversee the operation.  
76 The residents were unhappy, and many didn’t vote as they didn’t want to stand in line for up to  
77 two hours. She asked that critical services be supported (fire, police, and public works). Residents  
78 have had to tighten their belts, so she asked that other departments, aside from the critical services,  
79 tighten their belts.

80  
81 **Name:** Jim Butler  
82 **Address:** 5A Danbury Court

83  
84 Mr. Butler thanked Jonathan Kipp for his work on the election. He shared statistics on  
85 Londonderry’s tax rate compared to other towns in the state. During the October 7<sup>th</sup> Council  
86 meeting, he asked for information on open positions in the Town and related costs; this request  
87 was not included in the meeting minutes. He has not received this information, which is  
88 unacceptable and poor management. He asked about the cost of the Town responding to 91-A  
89 requests for the past three years. He asked about the status of the Town Manager and who is  
90 running the Town. At the October 7<sup>th</sup> Council meeting, he asked if the Council knew about a letter  
91 of suspension without pay from the Town Manager. He also asked who confirms department  
92 heads. He said Chair Franz admitted that he knew about the letter. He believes the Town charter

93 has been violated. He requested the Town attorney review the circumstances surrounding this  
94 issue.

95  
96 Councilor Combes suggested that people use flashlights and wear reflective clothing when walking  
97 in the dark, for safety.

98  
99 Chair Franz closed public comment.

100

101 **MISCELLANEOUS**

102

103 Chair Franz said the Council is actively and aggressively working on next steps on how to process  
104 and proceed best for the community. They should be able to discuss this in short order.

105

106 Councilor Faber said people are asking for answers, which is a natural thing. When a resignation  
107 is submitted, the department will follow the chain of command.

108

109 **NEW BUSINESS**

110

111 **Veterans' Parking Spot**

112

113 Library Director Erin Matlin asked for an update on her request for a parking spot for veterans at  
114 the library. Assistant Town Manager Caron said there are 52 spaces and only 50 are required, so  
115 she sees no issue with establishing this spot. She referred to the state law that says governmental  
116 land use does not need to comply with local regulations, so this is a non-issue. They discussed the  
117 best location for this spot and the Council suggested Ms. Matlin speak with Director of Public  
118 Works and Municipal Facilities Dave Wholley.

119

120 The Council agreed to proceed with establishing this spot.

121

122 **Veterans' Breakfast**

123

124 Councilor Farrell said the Council usually pays for half of the annual veterans' breakfast; this was  
125 not done this year. Mr. Campo explained why it had not been done. The Council agreed to proceed  
126 with the payment.

127

128 **2024 General Election Recap**

129

130 Chair Franz thanked Moderator Kipp and Town Clerk Sherry Farrell for their and their team's  
131 work during the election. Mr. Kipp offered statistics on the election, noting that 85.8% of  
132 Londonderry voters cast ballots.

133

134 Ms. Farrell thanked her office and everyone involved for their work. She shared statistics on same-  
135 day and absentee ballots. She has heard accolades about the way the process went on Election Day  
136 and was disheartened to hear that people were not satisfied. She urged voters to participate to the  
137 same degree in the Town election on March 11, 2025.

138

139 Councilor Farrell shared statistics on the election process. He explained why there is only one  
140 polling place. He thanked the Police and Fire Departments for their work.

141  
142 Mr. Kipp said they need to decide which voting tabulator will be used moving forward. He will  
143 present this information at a future Council meeting, once the decision is made.

144

145 **Discussion Regarding Holiday Lights on the Town Common**

146

147 Mr. Wholley reviewed the history of lighting two large trees on the Common. His department has  
148 been down four positions and doesn't have the time to do this. He noted the challenges involved  
149 in a volunteer decorating, including liability issues. He has two quotes for decorating, noting the  
150 expense comes out of the Town Manager's budget.

151  
152 The Council agreed that as Town Staff is stretched, this should be done professionally. The Council  
153 weighed spending money on decorations when funds are needed elsewhere against the benefit of  
154 a decorated Common.

155  
156 After discussion, the Council selected a proposal and asked Mr. Wholley to contact the vendor to  
157 discuss a better price. They authorized up to \$14,988 to be spent with Red Nose.

158

159 Vice Chair Combes moved to waived the three-bid process. Seconded by Councilor Faber.

160

Chad Franz	Yes
Ted Combes	Yes
Ron Dunn	Yes
Shawn Faber	Yes
John Farrell	Yes

161  
162 Motion passed 5-0-0. Chair votes in the affirmative.

163

164 **Discussion Regarding Repair of the Heating System at the Reverend Morrison Meetinghouse**

165

166 The heating system in the Morrison Meetinghouse needs repair. Mr. Wholley obtained a bid to  
167 replace the cracked heat exchangers, which is \$9,995. The building was winterized two years ago;  
168 while it is not good for a building to sit unheated, nothing will be damaged. The Council noted that  
169 there is a committee in place to discuss the future of this building, and suggested waiting for their  
170 recommendation.

171

172 The Council took a three-minute recess.

173

174 **OLD BUSINESS**

175

176 **Budget Workshop**

177

178 Mr. Campo clarified what was included in the operating budget request versus the additional  
179 requests from the departments. He reviewed each department's budget that had an increase over  
180 default and the reasons for this.

181  
182 Councilor Farrell questioned whether the drop-off center was intended to be self-funded, but Mr.  
183 Campo said it was not. Mr. Campo said he believed the intent was to remove the debris on the  
184 sides of the road, which is why the rates are low. Councilor Farrell suggested looking at the fee  
185 schedule to achieve a break-even scenario.

186  
187 Councilor Faber asked about the cost of the police detail in the DPW work safety expense. Mr.  
188 Wholley explained this figure incorporates all aspects of providing work zone safety.

189  
190 Joseph Gagnon noted that budget lines are right-sized each year. He asked how close they are to  
191 having the lines right-sized overall. Mr. Campo said they are trying to achieve this at a responsible  
192 pace, keeping the taxpayers in mind. This budget right-sizes the overtime and training lines; the  
193 majority of the increase from last year's budget comes from public safety lines and insurance. They  
194 discussed how the overtime figure was calculated. They also discussed the difference between  
195 paying overtime versus having higher staffing levels, and if working overtime is desirable.

196  
197 Mr. Goldman said if enough risk is built into the budget, they should be skeptical of the additional  
198 contingency fund. Mr. Campo noted anything charged to this fund has to go before the Town  
199 Council for review and be published in the Annual Report. It acts as a UFB that can be drawn on,  
200 with approval of Town Council.

201  
202 Mr. Campo reviewed additional items presented in the budget that are not part of the proposed  
203 budget. He included items that were mentioned in the budget presentation, but not requested.

204  
205 Councilor Dunn has received positive feedback about including two police officers in the traffic  
206 safety proposal and thanked Police Chief Bernard. The Council discussed placing these two  
207 positions on a warrant article. Chief Bernard explained the importance of body cams.

208  
209 Deputy Fire Chief Phil LeBlanc noted the items highlighted are goals for the future. Their goals  
210 this year are to ensure overtime is funded appropriately and have a budget that supports 13  
211 firefighters. Mr. Campo said they are considering establishing an EMS revolving fund; they are  
212 still researching whether this would be beneficial to the Town.

213  
214 In response to a request by the Town Council, Library Director Matlin reviewed the items they  
215 would request, if they had an additional \$100,000 in their budget. She also addressed the need for  
216 a full-time children's librarian.

217  
218 The Council stressed that the residents need to understand the cost of providing services in terms  
219 of the increase to the tax rate, and have the opportunity to vote on this. Councilor Farrell said the  
220 decision is between providing essential or excellent services, and noted the demographic of the  
221 Town is changing.

222  
223 Mr. Campo reviewed the estimated revenues, which he warned are conservative.

224  
225  
226  
227  
228  
229  
230

**Certificate of Authority by Vote for FY2025 HHW Grant**

Vice Chair Combes moved to authorize Assistant Town Manager Kellie Caron or Finance Director Justin Campo to enter into an agreement with the State of New Hampshire to accept the Household Hazardous Waste grant. Seconded by Councilor Dunn.

Chad Franz	Yes
Ted Combes	Yes
Ron Dunn	Yes
Shawn Faber	Yes
John Farrell	Yes

231  
232  
233

Motion passed 5-0-0. Chair votes in the affirmative.

234  
235

**APPROVAL OF MINUTES**

236  
237  
238  
239

**October 7, 2024, Non-Public Town Council Minutes**

Vice Chair Combes moved to approve the minutes for the October 7, 2024, Non-Public Town Council meeting as presented. Seconded by Councilor Dunn.

Chad Franz	Yes
Ted Combes	Yes
Ron Dunn	Yes
Shawn Faber	Abstain
John Farrell	Yes

240  
241  
242

Motion passed 4-0-1, with Councilor Faber abstaining. Chair votes in the affirmative.

243  
244  
245  
246

**October 21, 2024, Town Council Minutes**

Vice Chair Combes moved to approve the minutes for the October 21, 2024, Town Council meeting as presented. Seconded by Councilor Dunn.

Chad Franz	Yes
Ted Combes	Yes
Ron Dunn	Yes
Shawn Faber	Yes
John Farrell	Yes

247  
248  
249

Motion passed 5-0-0. Chair votes in the affirmative.

250  
251

**OTHER BUSINESS**

252  
253

**Liaison Reports**

254 Councilor Farrell will meet with the DES Commissioner to follow up on High Range Road.

255

256 **Assistant Town Manager Report**

257

258 Ms. Caron has returned from maternity leave and is catching up. She is participating in the airport  
259 rebranding initiative.

260

261 **MEETING SCHEDULE**

262

263 1. November 18, 2024; Moose Hill Council Chambers, 7:00 p.m.

264 2. December 2, 2024, Moose Hill Council Chambers, 7:00 p.m.

265

266 **ADJOURNMENT**

267

268 Vice Chair Combes moved to adjourn the meeting. Seconded by Councilor Dunn.

269

Chad Franz	Yes
Ted Combes	Yes
Ron Dunn	Yes
Shawn Faber	Yes
John Farrell	Yes

270

271 Motion passed 5-0-0. Chair votes in the affirmative.

272

273 Meeting adjourned at 10:10 p.m.

274

275 Minutes prepared by Beth Haggeli