

**TOWN COUNCIL AGENDA**  
**May 3, 2021**  
**Moose Hill Council Chambers**  
**7:00 P.M.**

Regular meetings are cablecast live and videotaped for the convenience of our viewers at home. 7:00 PM.

**A. CALL TO ORDER**

**B. PUBLIC COMMENT**

**C. PUBLIC HEARING**

- 1.) Acceptance of Unanticipated Revenue (NH DES Drinking & Groundwater Trust Fund)  
**Presented by Mike Malaguti**

**D. NEW BUSINESS**

- 1.) **Ordinance #2021-01** – An Amendment to the Zoning Ordinance Relative to Rezoning 271 and 275 Nashua Road, Map 2, Lots 28-10 and 28-11 (**First Reading**)  
**Presented by Colleen Mailloux**
- 2.) **Resolution #2021-11** – A Resolution Amending the PFAS Task Force to the Drinking Water Task Force  
**Presented by Councilor Dolan**
- 3.) **Resolution #2021-12** – A Resolution Relative to the Acceptance of Unanticipated Revenue Under RSA 31:95-b (**Acceptance of NH DES Drinking & Groundwater Trust Fund**)

**E. OLD BUSINESS**

**F. APPROVAL OF MINUTES**

**Approval of April 19, 2021 Town Council Minutes**

**G. APPOINTMENTS/REAPPOINTMENTS**

- 1.) **PFAS Task Force Alternate Member**

**H. OTHER BUSINESS**

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

**I. ADJOURNMENT**

**J. MEETING SCHEDULE**

- A. Town Council Meeting – 05/17/2021  
Moose Hill Council Chambers, 7:00PM

First Reading: 5/3/2021  
Second Reading/Public Hearing: 5/17/2021  
Adopted: 5/17/2021

**ORDINANCE #2021-01**  
***AN AMENDMENT TO THE ZONING ORDINANCE***  
***RELATIVE TO REZONING MAP 2, LOT 28-10 and 28-11***

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***WHEREAS*** the existing parcels, Map 2, Lots 28-10 and 28-11, 271 Nashua Road and 275 Nashua Road are zoned Agricultural-Residential-1 and Route 102 Performance Overlay District;

***WHEREAS*** the Planning Board has received a request to rezone the above-referenced parcels from Agricultural Residential-1 to Commercial-II and Route 102 Performance Overlay District; and

***WHEREAS*** the Planning Board has recommended that the Town Council act favorably upon the request; and

***WHEREAS*** the requested rezoning is consistent with the purpose and intent of the Londonderry Master Plan and the Londonderry Zoning Ordinance;

*NOW THEREFORE BE IT ORDAINED* by the Town Council of the Town of Londonderry that the Town Zoning Ordinance be amended to reflect the rezoning of Map 2, Lots 28-10 and 28-11 to Commercial-II and Route 102 Performance Overlay District, to become effective upon passage by the Town Council.

\_\_\_\_\_  
John Farrell - Chairman  
Town Council

\_\_\_\_\_  
Sharon Farrell  
Town Clerk

(TOWN SEAL)

A TRUE COPY ATTEST:  
05/21/2021



**Town of Londonderry  
Planning and Economic Development Department**

268B Mammoth Road  
Londonderry, NH 03053  
Phone 603.432.1100 x 134  
[www.londonderrynh.org](http://www.londonderrynh.org)

**To:** Town Council  
**From:** Colleen Mailloux, AICP, Town Planner  
**CC:** Kevin Smith, Town Manager  
**Date:** May 3, 2021  
**Re:** Rezoning Recommendation from Planning Board

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On April 7, 2021, the Planning Board held a public hearing on a request to rezone 275 Nashua Road (Map 2 Lot 28-11), 271 Nashua Road (Map 2 Lot 28-10), 269 Nashua Road (Map 2 Lot 28-10-2), 267 Nashua Road (Map 2 Lot 28-10-1), from AR-1 (Agricultural-Residential-1) and Route 102 POD (Route 102 Performance Overlay District) to C-II (Commercial II).

The request was filed in response to an enforcement action that was initiated upon receipt of a complaint of an automotive repair operation being conducted on the property without proper zoning and site plan approvals.

Attached to this memorandum are the initial rezoning request, the Staff Memorandum to the Planning Board summarizing the request, the Planning Board Notice of Decision and minutes of the April 7, 2021 Planning Board meeting.

During the Planning Board public hearing, the Board heard testimony from a number of members of the public expressing concern with rezoning the four parcels to C-II, noting concerns regarding the proximity of the parcels to the residential neighborhood immediately to the east and the impact of commercial development on the neighborhood, including property values, traffic, aesthetics and noise, and potential for impacts to wetlands and wetland buffers and the Nesenkeag Brook.

After hearing public input, and additional testimony from the Applicant, the Planning Board determined that it would not recommend rezoning the two parcels closest to the existing residential neighborhood.

The Board discussed rezoning Lots 28-10 and 28-11 to Commercial-II, and to retain the Route 102 Performance Overlay District, which would be consistent with the other commercial zoning in the corridor and require compliance with the performance overlay district standards for any development on the parcels.

The Planning Board made a motion to ***recommend that the Town Council rezone 271 Nashua Road (Map 2, Lot 28-10) and 275 Nashua Road (Map 2, Lot 28-11) from AR-1 and Route 102 Performance Overlay District to C-II and Route 102 Performance Overlay District.***

The motion was approved by a vote of 7-2, with the two members voting in opposition doing so because they did not support zoning changes as a means to correct enforcement issues, and because of the proximity of the site to a sensitive watershed.

## STAFF RECOMMENDATION

**To:** Planning Board  
**From:** Colleen P. Mailloux, AICP, Town Planner  
**Re:** Rezoning Request

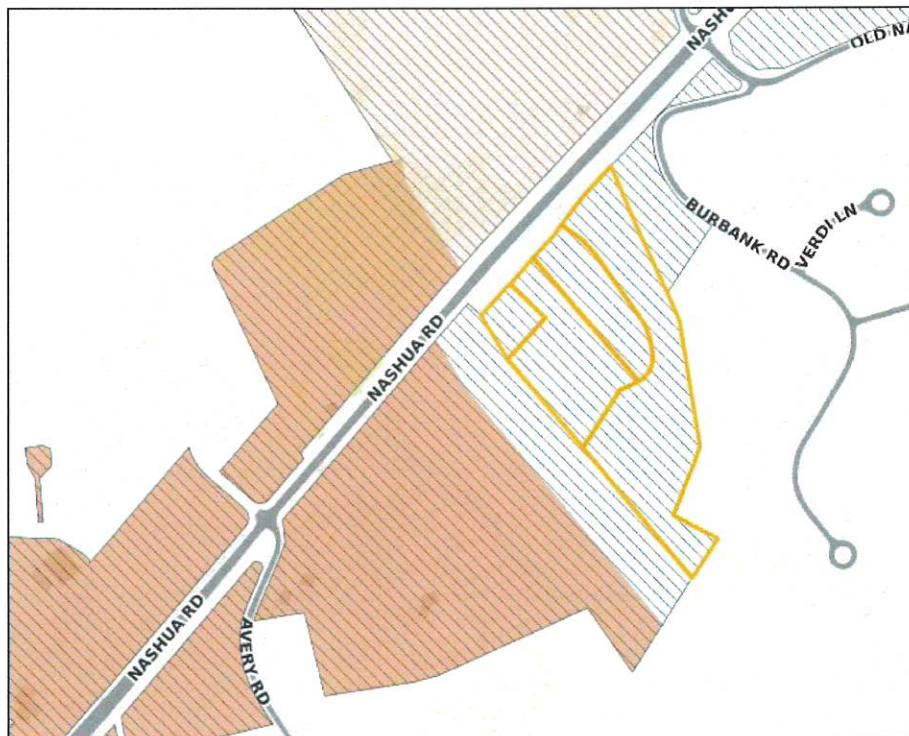
**Date:** March 3, 2021

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**Rezoning request to rezone 275 Nashua Road (Map 2 Lot 28-10-11) Mark Desrosiers (Owner & Applicant), 271 Nashua Road (Map 2 Lot 28-10), 269 Nashua Road (Map 2 Lot 28-10-2), 267 Nashua Road (Map 2 Lot 28-10-1), Wesley W. and William M. Tate (Owners & Applicants), from AR-1 (Agricultural-Residential-1) and RTE 102 POD (Route 102 Performance Overlay District) to C-II (Commercial II).**

### Review Comments:

The Applicants are requesting rezoning of four adjacent properties (identified above) from Agricultural-Residential-1 (AR-1) and Route 102 Performance Overlay District (Route 102 POD) to Commercial II (C-II). Please see the attached rezoning request.



Map 2, Lot 28-11 is a 1.15 acre developed parcel with a single-family residence. The lot is accessed by a common driveway from Route 102 on the abutting Eversource parcel.

Map 2, Lot 28-10 is a 4.55 acre lot with an existing single-family residence and several garages. The lot is also accessed by the common driveway from Route 102 on the abutting Eversource parcel and also has access from Route 102 via a driveway over the abutting parcel to the east. This parcel was the subject of a complaint to the Building and Code Enforcement Department for a commercial business being operated without proper Zoning and Site Plan approvals.

Map 2, Lot 28-10-2 is a 2.91 acre parcel which is undeveloped. Access to this parcel is via a driveway on the abutting Lot 28-10-1.

Map 2, Lot 28-10-1 is a 9.37 acre parcel. A driveway on this lot provides access to both Lots 28-10-2 and 28-10. A portion of this lot is used for outdoor storage associated with the single-family residence and the commercial business which operates substantially on Lot 28-10.

The subject parcels are all zoned AR-1 and Route 102 POD. The properties to the north across Nashua Road are zoned C-I and C-II and Route 102 POD. The property directly to the west, owned by Eversource, is zoned AR-1 and Route 102 POD and is part of the electric utility transmission corridor. To the south is a residentially zoned neighborhood (Burbank Road).



**Additional Information:**

As noted above, Code Enforcement action began on this project in August 2020 (see enforcement letter attached) upon receipt of a complaint of a commercial automotive repair operation being conducted on the property. Though the Route 102 POD is a commercial zone, the single-family residential use of the parcel is an existing non-conforming use. Automotive repair is not a permitted use in the Route 102 POD.

The Applicant was advised that, in order to correct the zoning violation, a variance could be sought from the ZBA from the Home Occupation Criteria in order to allow the automotive repair facility as a Home Occupation. Alternatively, the Applicant could file a rezoning request to re-zone the property to a district which would allow the commercial use, and then seek site plan approval for a commercial operation.

At this time the Applicant is requesting that the parcels be rezoned to C-II to more fully blend with the commercial nature of the corridor and to coincide with the current uses on some of the parcels.

Should the re-zoning to C-II be approved, any of the uses permitted in the C-II zone would be permitted on this property with site plan approval. The existing single-family residential uses could continue as existing non-conforming uses. If re-zoned to C-II, a residential buffer setback of 50-75 feet (based on building size) would apply if a building, parking lot, or driveway is located less than 200' from a residential district.

The proposed rezoning is consistent with the commercial uses along the immediate Route 102 corridor, however the other commercially zoned properties in this area of the corridor are subject to the Route 102 POD. The rezoning as requested would remove the Route 102 Overlay and rezone to C-II. Staff recommends that the Planning Board carefully review this request for re-zoning to determine if a C-II zoning designation is reasonable for these parcels.

**Board Action Required**

Should the Board find that the request is reasonable and consistent with the surrounding uses and the Master Plan, the Board may make a recommendation motion as follows:

Move to ***recommend*** to the Town Council approval of the rezoning of 275 Nashua Road (Map 2 Lot 28-10-11) Mark Desrosiers (Owner & Applicant), 271 Nashua Road (Map 2 Lot 28-10), 269 Nashua Road (Map 2 Lot 28-10-2), 267 Nashua Road (Map 2 Lot 28-10-1), Wesley W. and William M. Tate (Owners & Applicants), from AR-1 (Agricultural-Residential-1) and RTE 102 POD (Route 102 Performance Overlay District) to C-II (Commercial II).

Conversely the Board may make a motion to recommend that the Town Council deny the request for re-zoning, or the Board may suggest that the Applicant consider other avenues to address the enforcement issue, including seeking a variance from the ZBA.



TOWN OF LONDONDERRY  
*Community Development Department*  
 Planning & Economic Development Division



268B Mammoth Road  
 Londonderry, New Hampshire 03053  
 Phone: (603) 432-1100, x134 Fax: (603) 432-1128

# REZONING APPLICATION

Name of Applicant: Wesley W. Tate & William M. Tate

Name of Lot Owner: Same  
 (If different)

Address: 271 Nashua Road, Londonderry, NH 03053

Telephone #: (603) 759-5370

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



Tax Map # 2 Lot # 028-10; 10-1 & 10-2  
 (Please list all if multiple lots are involved)

Current Zoning: AR-1 & Rte 102 POD

Proposed Zoning: C-II

Please explain the purpose and justification for your rezoning request (attach additional sheets if necessary):

See attached.

	<u>11/11/21</u>		<u>11/11/21</u>
William M. Tate	Date	Wesley W. Tate	Date

Planning Department Comments (to be filled in by Town Staff):



## **PURPOSE OF REZONING**

### **Lots**

1. This Rezoning Application (“Application”) applies to Tax Map 2, Lots 10, 10-1, 10-2 (collectively 16.83 acres) owned by William M. and Wesley W. Tate; and Tax Map 2, Lot 28-11 (1.15 acres +/-) owned by Mark Desrosier (“Lots”) and requests they be rezoned to C-II.
2. During an early meeting in 2020 relative to this Application, staff identified the omission of Tax Map 2, Lot 28-A (7.0 acres +/-) owned by Public Service Company of New Hampshire (“PSNH”) may be perceived by the Planning Board and/or Town Council as potential “*spot zoning*” because the parcel located immediately to the west of the PSNH lot is already zoned C-II.
3. Therefore, the applicants’ representative contacted PSNH whose representatives have since confirmed to the Londonderry Town Planner it does not object to its Tax Map 2, Lot 28-A being included among the “Lots” subject to this Application. Exhibit A

### **Londonderry Zoning Ordinance Permitted Uses**

4. The Lots are all located in the AR-1 District and subject to the NH Route 102 Performance Overlay District (“POD”).
5. Section 2.3.1 of the Town of Londonderry Zoning Ordinance (“Ordinance”) describes uses permitted within the AR1 Zone as being compatible with, and protective of, areas that have been or are being used for agricultural and forestry uses, water quality preservation, residential use and public uses.
6. While there are residential structures located on Tax Map 2, Lots 2, Lots 10 and 11, the Lots are otherwise not used in a manner consistent with AR-1 uses.
7. In addition to their direct frontage along NH Route 102, NHDOT reports at least 15,000

vehicles pass by the Lots each day, the Lots are located either under or adjacent to, high tension power lines running through the PSNH Lot.

8. Residential uses permitted in the AR-1 District with frontage along NH Route 102 are less desirable than those within a neighborhood and are not the highest and best use of the Lots.
9. While the Lots may be used for religious or public facilities, the location of the Lots at the westerly end of Londonderry near the Hudson town line, is not close to the Town Center where most other public facilities are located leaving them less likely to be used for those purpose.
10. Although the Lots could be redeveloped for elderly housing, upon information and belief, it appears the Town presently has a sufficient supply of age-restricted units.

#### **Desired Use of Lots**

11. This Application requests the Lots be rezoned to C-II within which limited manufacturing, service and other business establishments are permitted although a conditional use permit for the POD may be required.
12. Allowing a wider variety of business uses will be consistent with the ever growing traffic traveling east to west along the NH Route 102 corridor where there are already numerous businesses, many just over the Hudson town line within eyeshot of the Lots.
13. Zoning along this corridor appears to be trending toward commercial uses, consistent with the Town's Master Plan. Exhibit B.
14. Rezoning the Lots to C-II is also consistent with "*Map #5, Future Zoning Changes found in the 2004 Town of Londonderry Master Plan Update*". Exhibit C.
15. Presently, the parcels located directly across NH Route 102 from the Lots are zoned as follows:

C-I - Tax Map 2, Lot 22, vacant land encumbered by a wide power easement; and

Tax Map 2, Lot 23, small lot with a modest single family home.

C-II – Tax Map 2, Lot 22B, another PSNH lot;

Tax Map 2, Lot 25, vacant land; and

Tax Map 2, Lot 26, small single family home appearing to be used as a business.

16. The parcel abutting the PSNH Lot directly to the west includes 2-family home located on 30+/- acres where a flea market operates on weekends and is zoned C-II.
17. The three residential lots located to the southeast, as well as the vacant land located to the south of the Lots with substantial wetland, all have elevations approximately 30-40 feet below that of the Lots.
18. Approving this Application to rezone the Lots will be consistent with the changing character of this area of Londonderry, promote business development and is consistent with the Town's Master Plan.



TOWN OF LONDONDERRY  
*Community Development Department*  
Planning & Economic Development Division



268B Mammoth Road  
Londonderry, New Hampshire 03053  
Phone: (603) 432-1100, x134 Fax: (603) 432-1128

## REZONING APPLICATION

Name of Applicant: Mark Desrosiers

Name of Lot Owner: Same  
(If different)

Address: 275 Nashua Road, Londonderry, NH 03053

Telephone #: 603-566-2703

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

Tax Map # 2 Lot # 28-11  
(Please list all if multiple lots are involved)

Current Zoning: AR-1, 102 POD

Proposed Zoning: C-II

Please explain the purpose and justification for your rezoning request (attach additional sheets if necessary):

See Attached.

Mark Desrosiers 1/11/21  
Mark Desrosiers Date

Planning Department Comments (to be filled in by Town Staff):

## **PURPOSE OF REZONING**

### **Lots**

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2. During an early meeting in 2020 relative to this Application, staff identified the omission of Tax Map 2, Lot 28-A (7.0 acres +/-) owned by Public Service Company of New Hampshire (“PSNH”) may be perceived by the Planning Board and/or Town Council as potential “*spot zoning*” because the parcel located immediately to the west of the PSNH lot is already zoned C-II.
3. Therefore, the applicants’ representative contacted PSNH whose representatives have since confirmed to the Londonderry Town Planner it does not object to its Tax Map 2, Lot 28-A being included among the “Lots” subject to this Application. Exhibit A

### **Londonderry Zoning Ordinance Permitted Uses**

4. The Lots are all located in the AR-1 District and subject to the NH Route 102 Performance Overlay District (“POD”).
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6. While there are residential structures located on Tax Map 2, Lots 2, Lots 10 and 11, the Lots are otherwise not used in a manner consistent with AR-1 uses.
7. In addition to their direct frontage along NH Route 102, NHDOT reports at least 15,000

vehicles pass by the Lots each day, the Lots are located either under or adjacent to, high tension power lines running through the PSNH Lot.

8. Residential uses permitted in the AR-1 District with frontage along NH Route 102 are less desirable than those within a neighborhood and are not the highest and best use of the Lots.
9. While the Lots may be used for religious or public facilities, the location of the Lots at the westerly end of Londonderry near the Hudson town line, is not close to the Town Center where most other public facilities are located leaving them less likely to be used for those purpose.
10. Although the Lots could be redeveloped for elderly housing, upon information and belief, it appears the Town presently has a sufficient supply of age-restricted units.

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Tax Map 2, Lot 25, vacant land; and

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16. The parcel abutting the PSNH Lot directly to the west includes 2-family home located on 30+/- acres where a flea market operates on weekends and is zoned C-II.
17. The three residential lots located to the southeast, as well as the vacant land located to the south of the Lots with substantial wetland, all have elevations approximately 30-40 feet below that of the Lots.
18. Approving this Application to rezone the Lots will be consistent with the changing character of this area of Londonderry, promote business development and is consistent with the Town's Master Plan.



# Town of Londonderry

## Planning & Economic Development Department

268B Mammoth Road  
Londonderry, New Hampshire 03053  
Phone (603) 432-1100 x149  
[www.londonderrynh.org](http://www.londonderrynh.org)



## **NOTICE OF DECISION**

The Londonderry Planning Board held a meeting on Wednesday, April 7, 2021 to consider the following:

Rezoning request to rezone 275 Nashua Road (Map 2 Lot 28-10-11) Mark Desrosiers (Owner & Applicant), 271 Nashua Road (Map 2 Lot 28-10), 269 Nashua Road (Map 2 Lot 28-10-2), 267 Nashua Road (Map 2 Lot 28-10-1), Wesley W. and William M. Tate (Owners & Applicants), from AR-1 (Agricultural-Residential-1) and Route 102 POD (Route 102 Performance Overlay District) to C-II (Commercial II)

**Member B. Hallowell made a motion to recommend to Town Council to rezone 271 Nashua Road, Map 2 Lot 28-10 and 275 Nashua Road, Map 2 Lot 28-11 from AR-1 and Route 102 POD to C-II and Route 102 POD.**

**Member R. Fillio seconded the motion.**

**The motion was granted, 7-2-0.**

This notice is given pursuant to RSA 676:3.

Londonderry Planning Board



48 2. Application for formal review of a subdivision plan to subdivide Map  
49 9 Lot 49, 114 Pillsbury Road and Mammoth Road, Zoned AR-1 into  
50 two lots, Moose Hill Orchards (Owner) & Town of Londonderry  
51 (Applicant)  
52

53 **Member J. Butler made a motion to find both projects are not of**  
54 **developmental impact.**

55  
56 **R. Fillio seconded the motion.**

57  
58 **The motion was granted, 9-0-0, by a roll call vote. The Chair voted**  
59 **in the affirmative.**  
60

61 C. Discussion with Town Staff:

62  
63 Town Planner Mailloux informed the Board that she had one extension request for  
64 them this evening. She told the Board that this is for 33 Londonderry Road site plan  
65 amendment (Map 10 Lot 87) that was previously approved noting the deadline to  
66 satisfy the conditions of approval is April 9, 2021. She stated that they requested  
67 an extension without a specific timeline, so staff is recommending a 90-day  
68 extension to satisfy the conditions of approval, which would give them until July 8,  
69 2021.  
70

71 **Member R. Fillio made a motion to grant the extension request to**  
72 **meet the conditions of approval on a previously conditionally**  
73 **approved site plan for parking lot upgrades and associated site**  
74 **improvements, 33 Londonderry Road, Map 10 Lot 87 (Zoned C-II),**  
75 **33 Londonderry Road, LLC (Owner) and Advanced Machining**  
76 **Technologies (Applicant) until July 8, 2021.**  
77

78 **J. Butler seconded the motion.**  
79

80 **The motion was granted, 9-0-0, by a roll call vote. The Chair voted in**  
81 **the affirmative.**  
82

83 Chairman Rugg informed the Board that April 15, 2021 the Office of Strategic  
84 Initiatives (OSI) has a noon time training session, which he feels is very worthwhile  
85 for all Board members to take. He added that there is a right to know training  
86 session on April 15, 2021 as well.  
87

88 **III. Old Business – N/A**  
89

90 **IV. New Plans/Public Hearings**

91  
92 A. Rezoning request to rezone 275 Nashua Road (Map 2 Lot 28-10-11)  
93 Mark Desrosiers (Owner & Applicant), 271 Nashua Road (Map 2 Lot 28-  
94 10), 269 Nashua Road (Map 2 Lot 28-10-2), 267 Nashua Road (Map 2 Lot  
95 28-10-1), Wesley W. and William M. Tate (Owners & Applicants), from

96

AR-1 (Agricultural-Residential-1) and RTE 102 POD (Route 102 Performance Overlay District) to C-II (Commercial II)

97

98

99 Chairman Rugg read the case into the record noting that was not held last month  
100 due to improper abutter notification. Patricia Panciocco, Esq., from Panciocco Law,  
101 One Club Acre Lane, Bedford, NH, addressed the Board. P. Panciocco explained that  
102 they would like the parcels in question to be rezoned to C-II because this is more  
103 consistent with how the parcels are presently used and how the area has been  
104 developed. She mentioned that a parcel directly across the street is zoned C-II as  
105 well. She stated that currently an AR-1 zone permits agriculture, forestry, water  
106 quality perseveration, residential and public type buildings, such as town halls and  
107 churches. She noted that there are residential structures on two of these lots, but  
108 the applicant feels that the surrounding area has changed so much over time, the  
109 C-II zone fits better. Chairman Rugg asked what two lots have residential  
110 structures on them. P. Panciocco pointed out that the first two lots on the screen,  
111 specifically 275 Nashua Road and 271 Nashua Road, have residential structure on  
112 them. She said that the other two lots they are requesting to rezone are vacant and  
113 largely undeveloped. She pointed out that there is a power line easement that  
114 abuts the parcels owned by Public Service of New Hampshire (PSNH). She said that  
115 they contacted PSNH and that they would like to be rezoned as well, if the  
116 applicant's request is approved. She mentioned that one of the uses that is  
117 permitted is for elderly housing. Chairman Rugg interjected to let her know that the  
118 ordinance no longer exists. P. Panciocco went on to explain that the parcels in  
119 question are about 30 to 40 feet higher in elevation than the surrounding parcels  
120 and stated that you cannot see much from the abutting parcels due to the heavy  
121 tree cover. She mentioned that there are some enforcement issues, as the  
122 applicant has an antique car repair shop, which he would like to keep operating.  
123 She stated that if the parcels are rezoned, they would present a site plan to the  
124 Planning Department for this antique repair shop. Chairman Rugg asked what  
125 parcel has the automotive repair. P. Panciocco replied that it was 271 Nashua  
126 where he has a garage that he works out of. She commented that she believes it  
127 will be difficult for the applicant to get a variance for this if the rezoning request is  
128 denied. She said that for the most part there is vacant land across the street that is  
129 zoned C-II and is wet in nature and therefore probably undevelopable. She added  
130 that if you go further west over the town line, with the exception of the elderly  
131 housing, it has already been developed with commercial businesses. Chairman  
132 Rugg asked if there are any planned uses for the other parcels that they are  
133 requesting to be rezoned. P. Panciocco replied that she was not sure what the  
134 applicant would want, but guessed that the applicant would like to keep it  
135 commercial, maybe office space. Chairman Rugg asked if the applicant has spoken  
136 to any abutters. P. Panciocco replied that they spoke to the owner of the flea  
137 market and PSNH, but she does not know if the applicant spoke to anyone else.

138

139 Chairman Rugg opened it up to questions from the Board. Town Planner Mailloux  
140 clarified that the darker color on the map is C-II and the lighter color is C-I, noting  
141 that currently the parcels are under the Performance Overlay District (POD) as well.  
142 She went on stating that the other commercial properties are encumbered by the  
143 POD, and the way this request was written was to rezone these parcels to C-II

144 without the POD. She added that there is a residential neighborhood that abuts  
145 these parcels to the rear of the property as well. Chairman Rugg told the Board that  
146 a few years ago they had a discussion related to the future of Route 102 and the  
147 bottom line was to leave it as it is and do more research. He noted that the POD is  
148 what gives the Board the ability to have more control of what could be developed  
149 here. A. Chiampa commented that she looked over all the properties along Route  
150 102 all the way down to Parmenter Road noting that there are no C-II properties on  
151 either side of the road. She noted that there are C-I properties at the corner of  
152 Nashua Road and Parmenter Road, but no C-II properties east of the power lines.  
153 She said that the PSNH abutting property is zoned AR-1 as well. She mentioned  
154 that if these parcels were to go to C-II, she is worried about the Nesenkeag Brook  
155 across the street as well as the abutting property of the Avery Estates  
156 neighborhood. She noted that since the property is higher than the abutting  
157 properties, this could affect the wetlands in the area with drainage. Chairman Rugg  
158 pointed out that once the zoning is changed, it goes with the property, not the  
159 applicant. J. Butler commented that he does not really think that the properties  
160 west of these parcels are a problem, but he is concerned about the Avery Estates  
161 residential neighborhood. He said that C-I would be more restrictive than C-II, and  
162 he is in favor of this. J. Penta asked why the applicant did not want to pursue  
163 rezoning to C-I. Town Planner Mailloux stated that the current ongoing use would  
164 be permitted in C-II, but not C-I. P. Panciocco added that the applicant has an  
165 antique car refurbishing business, along with other minor car repairs and this is not  
166 permitted in a C-I zone. B. Hallowell said that preliminarily he does not have any  
167 issues of the change to C-II, as there are more business as you head towards  
168 Hudson. G. Verani remarked that he thinks that it would be better zoned to  
169 commercial and stated that the buffer would increase, as well as there being more  
170 restrictive control over the drainage. He pointed out that you can develop C-I in a  
171 C-II zone. P. Panciocco reviewed the topography of the site, noting that it is very  
172 steep around the perimeter of the parcels, and did not think this would be  
173 conducive to things such as a motel. She went on to note that the applicant is  
174 looking to come into compliance with the town related to the enforcement issue.  
175 She said that if this parcel was to be redeveloped, there would be a substantial  
176 buffer requirement. Town Planner Mailloux said that there would be a 50-foot buffer  
177 requirement between any C-I or C-II property and a residential property. D. Paul  
178 asked Town Planner Mailloux to elaborate on how this would affect the POD. Town  
179 Planner Mailloux replied that right now the property is zoned AR-1 with the POD  
180 and they are asking for C-II without the POD. She noted that the use they are  
181 requesting is not permitted in the POD; therefore, when they come in for site plan  
182 approval they would need a Conditional Use Permit (CUP), for a use in the POD that  
183 is not permitted in the underlying zone. D. Paul asked if the Board can place  
184 restrictions on this. Town Planner Mailloux replied that she would not recommend  
185 the Board do that. D. Paul asked if it was rezoned C-1, could the applicant go  
186 before the Zoning Board of Adjustment (ZBA). Town Planner Mailloux responded  
187 that the applicant could go before the ZBA for this. D. Paul mentioned that the only  
188 concern she has is that the rezoning would follow the property and not the  
189 applicant and there is no way to know what the future use would be. P. Panciocco  
190 asked if the applicant was willing to keep the POD in place, does that leave the  
191 Board more jurisdiction to control the property. Town Planner Mailloux replied that

192 it would give the Board more jurisdiction, as the applicant would need to  
193 demonstrate that they meet the need for a CUP. P. Panciocco affirmed that she did  
194 not believe the applicant would have an objection to amending the application to  
195 keep the POD. R. Fillio said that he was in favor of rezoning the property to C-II. L.  
196 Wiles asked about the staff memo, specifically the non-conforming use and the  
197 variance request for a home occupation when an automotive repair shop cannot be  
198 a home occupation. Town Planner Mailloux replied that the commercial auto repair  
199 is the non-conforming use in the AR-1 zone with the POD, which is why there is a  
200 code enforcement issue. She went on noting that a home occupation is typically  
201 allowed by a special exception, but the home occupation specifically excludes  
202 automotive facilities, so procedurally the applicant would be asking for a variance  
203 on a special exception. She mentioned that staff met with the applicant to discuss  
204 all the options that were available, and this is the path they wanted to pursue. L.  
205 Wiles asked if it was zoned AR-I when the subdivision was created. Town Planner  
206 Mailloux replied that it was her understanding that it has been AR-1 with the POD  
207 for quite some time. L. Wiles voiced his opinion, that he is not inclined to support a  
208 zoning change for nonconformance enforcement issues.

209  
210 Chairman Rugg opened it up the public.

211  
212 Raymond Blethen, 18 Rossini Road, addressed the Board. R. Blethen said he has a  
213 lot of concerns with this rezoning, stating that is unknown what the future of the  
214 property will be. He commented that the Tate family have been great neighbors to  
215 the Avery Estates neighborhood, but noted that the property has changed a lot over  
216 the last 10 years. He reviewed the parcels on the screen with the Board, noting that  
217 271 Nashua Road and 275 Nashua are on top of a hill and the hill creates a huge  
218 buffer between the current commercial zone of the flea market. He added that if  
219 267 Nashua Road and 269 Nashua Road were rezoned, that buffer would be lost  
220 and would create a major noise factor. He noted that the woods are not as thick,  
221 especially in the winter time and you can see the buildings from his house. He  
222 strongly suggested that 267 and 269 Nashua road parcels not be considered for  
223 rezoning to C-II. He mentioned that he chose not to live in Hudson for a reason, as  
224 he believes that Londonderry has better zoning and residential areas. He said that  
225 across the street it is all wetlands and does not believe that could be developed. He  
226 said that he believes that the applicant should work with staff and obtain a variance  
227 for the special exception for a home occupation, so that the applicant can continue  
228 his antique car business.

229  
230 Marge Badois, 189 Litchfield Road and the Chair of Conservation Commission,  
231 addressed the Board. M. Badois told the Board that directly across the street from  
232 the parcels in question is the Nesenkeag Brook and marsh, at 1070 acres, which is  
233 the largest watershed in Londonderry. She pointed out that 64% of Nesenkeag  
234 marsh is in Londonderry and the remainder is in Litchfield. She added that within  
235 the Nesenkeag marsh is Lithia Springs, which is probably Londonderry's most  
236 notable water source. She remarked that in light of all the PFAS water problems in  
237 town, water is a priority and should be kept a priority. She commented that the  
238 properties in question sit on a hill and would drain directly into the watershed. She  
239 said that anything from an automotive repair shop that would leak out and get into

240 the subsurface water would cause a problem. She concluded that she is not in favor  
241 of the rezoning.

242  
243 Mike Dolan, 7 Rossini Road, addressed the Board. M. Dolan commented that the  
244 motivation for the rezoning request emanated from a code enforcement violation,  
245 not what would be beneficial for the town. He mentioned that the presentation  
246 seemed to focus primarily on properties to the west of the properties in question,  
247 but there is a significant residential area to the east. He remarked that he believes  
248 something such as a gas station or motel, which can be in a C-II zone, would  
249 impact the property values of the residential properties to the east. He concluded  
250 that he is opposed to the rezoning to C-II.

251  
252 Julie Christenson-Collins, 23 Rossini Road, addressed the Board. J. Christenson-  
253 Collins told the Board that she lives in Avery Estates and echoed what the previous  
254 abutters have stated. She said that she would ask the Board not to grant the  
255 rezoning request. She commented that the potential of putting a commercial  
256 business on the property would affect the character of the neighborhood, produce  
257 more noise, lack of privacy, decrease property values, and affect the natural  
258 surroundings such as the wetland. She added that she does not believe there is any  
259 benefit to the town to rezone the parcels due to a code enforcement issue.

260  
261 David Egan, 29 Burbank Road, addressed the Board. D. Egan informed the Board  
262 that he moved to Londonderry from Hudson because they wanted a more rural  
263 setting. He stated that he is worried that property values would be affected by this  
264 and is opposed to the rezoning.

265  
266 Roxane Ruppel, 30 Burbank Road, addressed the Board. R. Ruppel said that she  
267 echoes the concerns of the previous abutters. She mentioned that there might have  
268 been a time about 20 years ago when she moved to the neighborhood when there  
269 was tree cover, but currently she can see the collection of older cars on the  
270 property. She commented that anyone walking down Burbank Road can see the  
271 collection of cars and the trailers that are there as well. She remarked that she is  
272 opposed to the rezoning as well.

273  
274 Jonathan French, 10 Burbank Road, addressed the Board. J. French said that he  
275 just moved here and he directly abuts one of the parcels in question. He noted that  
276 he currently can hear the cars going up the hill and it would dramatically affect the  
277 neighborhood property values. He stated that he does not support this as it is  
278 directly in his back yard.

279  
280 Chairman Rugg brought the discussion back to the Board, as there was no further  
281 public input. He commented that the Board received good input from the abutters  
282 and it appears that the two most eastern lots should remain AR-I, which would  
283 maintain the status quo. He went on to state that the other two parcels could be  
284 rezoned C-II with the POD, and that would give the Board the most control with site  
285 plan review. He added that the Board can leave things the way they are and have  
286 the applicant pursue a variance as well. P. Panciocco informed the Board that the  
287 proposal of not rezoning the two most eastern lots would be acceptable to the

288 applicant. She commented that it is not the purpose of someone's property to solely  
289 serve as a buffer to another property, and understands the desire to remain  
290 private, but hopes the Board can maintain a balance. She stated that the site plan  
291 process is rigorous and the applicant has an obligation to keep run-off on their own  
292 property, as well as toxins. J. Butler asked what the process would be for the Tate's  
293 to go before the ZBA. Town Planner Mailloux replied that it would be a variance to  
294 special exception criteria. Laura Gandia commented that the ZBA has granted some  
295 exceptions to the criteria of a special exception and denied some. Town Planner  
296 Mailloux stated that if this goes to the ZBA as a home occupation, it does not have  
297 the benefit of site plan review. J. Butler asked if the ZBA denied them, could they  
298 come back to the Board. Town Planner Mailloux replied that is an option, but  
299 procedurally not the best. A. Chiampa asked for the GIS map to be shown,  
300 specifically the joint property owned by Avery Estates, and asked if this has a lot of  
301 wetlands. Town Planner Mailloux responded that this is wet. R. Fillio asked if the  
302 Board would have more control on buffer requirements and landscaping if they  
303 allowed it to be rezoned to C-II. Town Planner Mailloux replied not necessarily with  
304 just C-II, but with C-II and the POD the Board would. Town Planner Mailloux stated  
305 that for C-I and C-II, the applicant would have to meet the site plan regulations,  
306 but there are no specific exceptions besides a 50-foot buffer from a residential  
307 district where there is a building or parking lot proposed within 200 feet of that  
308 district. She added that the POD has additional front landscape buffers as well as  
309 side and rear landscape requirements and the use needs to meet the criteria of a  
310 CUP. G. Verani asked for the buffer between AR-1 to AR-1. Town Planner Mailloux  
311 replied that there is no buffer. B. Hallowell asked if there was water, gas and sewer  
312 to Avery Estates. J. Trottier replied that the water goes from Tavern Hill to Burbank  
313 Road, no natural gas or public sewer. B. Hallowell noted that his opinion changed  
314 from the beginning, where he would not rezone parcels 267 and 269 Nashua Road,  
315 but allow 271 and 275 Nashua Road to C-II. Chairman Rugg asked if he was in  
316 favor of retaining the POD. B. Hallowell replied that he would be in favor of  
317 retaining the POD as well.

318  
319 **B. Hallowell made a motion to recommend to Town Council to rezone**  
320 **271 Nashua Road, Map 2 Lot 28-10 and 275 Nashua Road, Map 2 Lot**  
321 **28-11 from AR-1 and Route 102 POD to C-II and Route 102 POD.**

322  
323 **Member R. Fillio seconded the motion.**

324  
325 **The motion was granted, 7-2-0, by a roll call vote. The Chair voted in**  
326 **the affirmative.**

327  
328 B. Hallowell asked the acreage of the two parcels recommended to be rezoned.  
329 Town Planner Mailloux replied about five and half acres. B. Hallowell stated that for  
330 all intents and purposes, this is land locking parcels from being developed into any  
331 significant C-II usage and allows the current owner to conduct his business. Town  
332 Planner Mailloux replied that was correct. A. Chiampa asked if there was a problem  
333 with the Board creating this motion without the owner present. Town Planner  
334 Mailloux answered that if the applicant does not want to do this, they can come  
335 back with something different, as they do not have to pursue this with the Town

# RESOLUTION 2021-11

A Resolution Amending the PFAS Task Force to the  
*Drinking Water Task Force*

---

First Reading: 05/03/21  
Second Reading: Not required  
Adopted: 05/03/21

**WHEREAS** via Resolution 2021-03, the Londonderry Town Council established a community PFAS Task Force; and

**WHEREAS** pursuant to its Committee Charge, such PFAS Task Force has been meeting regularly in its efforts to, with the assistance of NHDES, do the following: (1) identify a plan for water sampling to better assess the extent of PFAS-related contamination in the Town of Londonderry; (2) identify, study and make recommendations as to potential remediation and mitigation measures related to PFAS-related contamination; and (3) assist the Council and Town staff with informing and educating residents on the sampling, extent of contamination, and potential remediation and mitigation measures as necessary; and

**WHEREAS** the Council would like to expand the scope of the Committee Charge of the Task Force to address potential contaminants in drinking water other than PFAS;

**NOW THEREFORE BE IT RESOLVED** by the Londonderry Town Council that the previous “PFAS Task Force” be re-titled the “Drinking Water Task Force”, and such Drinking Water Task Force will be established in accordance with the “Committee Charge”, a copy of which is attached hereto.

---

John Farrell, Chairman  
Town Council

( TOWN SEAL )

---

Sharon Farrell  
Town Clerk

**A TRUE COPY ATTEST:**

**LONDONDERRY DRINKING WATER TASK FORCE**  
**“COMMITTEE CHARGE”**

**PURPOSE:**

The Drinking Water Task Force (“Task Force”) shall exist to, with the assistance of NHDES, do the following:

- (1) identify a plan for water sampling to better assess the extent of drinking water contamination in the Town of Londonderry;
- (2) identify, study and make recommendations as to potential remediation and mitigation measures related to drinking water contamination, including any potential funding sources; and
- (3) assist the Council and Town staff with informing and educating residents on the plan for sampling, extent of contamination, and potential remediation and mitigation measures as necessary.

**REPRESENTATION:**

The Task Force shall consist of the following:

- A member of the Town Council, who shall act as the Chair of the Task Force; AND
- A staff member, who shall act as Vice Chair but a non-voting member of the Task Force; AND
- Three (3) members, to be appointed by the Council, who are residents of Londonderry and who, by occupation or training, are environmental or chemical engineers or have a background in environmental science, toxicology, hydrogeology, etc.; AND
- Three (3) members, to be appointed by the Council, who are resident “at-large” members, with each living in geographically varied locations in the Town (i.e., one from the Matthew Thornton elementary district; one from the North School district; and one from the South School district). It is preferable that such members also have a background in engineering, science or public health; AND
- Three (3) alternate members to the Task Force, with said alternate members to be appointed by the Council, and who, by occupation or training, are environmental or chemical engineers or have a background in environmental science, toxicology, hydrogeology, public health, etc.

Staff members of the Planning Department, Department of Public Works & Engineering, and the Town Manger’s office shall provide administrative and technical support to the Task Force as necessary.



**ORGANIZATION:**

The Task Force shall determine its own rules or order of business, unless otherwise provided by law or Town Charter.

In addition to the Town Council member who shall act as Chair, the Task Force shall appoint a Secretary.

**DUTIES / RESPONSIBILITIES:**

1. Hold meetings and keep minutes of any such meeting in accordance with RSA Chapter 91-A.
2. Provide periodic reports to the Town Council, with the first report on or around April 15, 2021.
3. Maintain a permanent project file that, at a minimum, includes:
  - A. Committee minutes;
  - B. Project plans, contracts and payment requests;
  - C. Project correspondence; and
  - D. Other material as deemed necessary.
4. Provide a final report to the Council, or request an extension of such preliminary/final report deadline, on or about June 30, 2021.

336 Council. L. Wiles stated that he does not support a zoning change for an  
337 enforcement issue. A. Chiampa stated that she agrees with L. Wiles objection as  
338 well concern about the wetlands.  
339

340 B. Application for formal review of a site plan for an elderly housing  
341 development with 44 townhouse units and associated site improvements,  
342 8 Gilcreast Road, Map 7 Lot 105, Zoned AR-1, 81.5 Kendall Pond Road,  
343 Derry Tax Map 0217-6, and 83.5 Kendall Pond Road, Derry Tax Map  
344 0217-7, N.H. Sustainable Communities, LLC (Applicant) and Property  
345 Possible, Inc. (Owner)  
346

347 Chairman Rugg read the case into the record. J. Trottier told the Board that there  
348 are outstanding checklist items and staff is recommending the application be  
349 continued to allow the applicant to address the outstanding items.  
350

351 **J. Butler made a motion to find that the application is not complete**  
352 **and to continue the application to May 12, 2021 in order to allow the**  
353 **applicant time to provide the outstanding items.**  
354

355 **Member B. Hallowell seconded the motion.**  
356

357 **The motion passed, 9-0-0, by a roll call vote. The Chair voted in the**  
358 **affirmative.**  
359

360 Chairman Rugg noted that the application is continued until May 12, 2021, at 7  
361 p.m., noting the meeting will be remote and this would be the only formal public  
362 notice.  
363

364 C. Application for formal review of a lot line adjustment plan between Map  
365 16 Lot 38-126 and Map 16 Lot 38-127, 44 & 46 Clover Lane, Zoned AR-1,  
366 Chinburg Properties, Inc. (Applicant) and Lorden Commons, LLC (Owner)  
367

368 Chairman Rugg read the case into the record. J. Trottier informed the Board that  
369 there are no outstanding checklist items and recommends that the Board accept the  
370 application as complete.  
371

372 **J. Butler made a motion to accept the application as complete per**  
373 **Staff's Recommendation Memorandum dated April 7, 2021.**  
374

375 **R. Fillio seconded the motion.**  
376

377 **The motion was granted, 9-0-0, by a roll call vote. The Chair voted in**  
378 **the affirmative.**  
379

380 Chairman Rugg noted that the 65-day time clock has started. Jason Lopez, P.E.,  
381 from Keach-Nordstrom Associates, Inc., 10 Commerce Park North, Suite 3  
382 Bedford, NH and Paul Kerrigan, representative for Chinburg Properties and Lorden  
383 Commons, LLC addressed the Board. J. Lopez reviewed the proposal with the

## **LEGAL NOTICE**

Pursuant to RSA 31:95-b, notice is hereby given that the Londonderry Town Council will hold a public hearing on the following item:

The acceptance of grant funding from the NH DES Drinking & Groundwater Trust Fund to be applied to the Town's purchase of land at 114 Pillsbury Road.

The public hearing will occur on Monday, May 3, 2021 at 7:00 PM at the Londonderry Town Hall, 268B Mammoth Road, Londonderry, NH 03053.

Londonderry Town Council

# RESOLUTION 2021-12

A Resolution Relative to the

## *Acceptance of Unanticipated Revenue under RSA 31:95-b*

---

First Reading: 05/03/2021

Second Reading/Public Hearing: 05/03/2021

Adopted: 05/03/2021

**WHEREAS** the Town of Londonderry adopted the provisions of RSA 31:95-b with the passage of Warrant Article 18 at the March, 1994 town meeting authorizing, indefinitely, until specific rescission of such authority, the Town Council to apply for, accept and expend, without further action by the Town, unanticipated money from a state, federal, or other governmental unit or a private source which becomes available during the fiscal year; and,

**WHEREAS** the Town Council has complied with RSA 31:95-b, III(a) relative to unanticipated monies received in amounts more than \$10,000, by publishing notice of a public hearing in a newspaper of general circulation at least seven days before said hearing, and then conducting said hearing; and,

**WHEREAS** the Town has applied for and been awarded approximately \$384,271 in grant funding through the New Hampshire Drinking Water and Groundwater Trust Fund (the "Grant"), to be applied to the Town's purchase, through its Conservation Commission, of approximately 21.63 acres of land at 114 Pillsbury Road (the "Property"), said land to be held in conservation; and

**WHEREAS** the Conservation Commission and the Town Council are supportive of the purposes of the Grant, specifically, to protect the drinking and ground water for the benefit of the people of Londonderry; and

**WHEREAS** the Conservation Commission and the Town Council wish to accept these funds in order to defray the cost to the Town of acquiring the Property.

**NOW, THEREFORE, BE IT RESOLVED** by the Londonderry Town Council as follows:

- (1) The Grant is hereby accepted pursuant to the terms thereof, as set forth in the Grant Agreement attached hereto as "Exhibit A";
- (2) The Warranty Deed and Grant of Third Party Enforcement Right attached hereto as "Exhibit B" is approved;
- (3) The Town Council adopts the Certificate of Vote attached hereto as "Exhibit C," and the Town Clerk is directed to endorse the same; and

(4) The Town Manager shall have authority to take all actions, and to sign all documents, connected with, or incidental to, acceptance of the Grant.

---

John Farrell - Chairman  
Town Council

(TOWN SEAL)

---

Sharon Farrell - Town Clerk

*A TRUE COPY ATTEST: 05/03/2021*

# EXHIBIT A

**Subject: Town of Londonderry – Moose Hill DWGTF project**

**GRANT AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATIONS**

<b>1.1 State Agency Name</b> NH Department of Environmental Services		<b>1.2 State Agency Address</b> 29 Hazen Drive, Concord, NH 03302-0095	
<b>1.3 Grantee Name:</b> Town of Londonderry		<b>1.4 Grantee Address</b> 268 B Mammoth Rd Londonderry, NH 03053	
<b>1.5 Effective Date</b> Upon G&C approval	<b>1.6 Completion Date</b> 06/30/2022	<b>1.7 Audit Date</b> N/A	<b>1.8 Grant Limitation</b> \$384,271.00
<b>1.9 Grant Officer for State Agency</b> Sandra Crystall		<b>1.10 State Agency Telephone Number</b> (603) 271- 2862	
<b>1.11 Grantee Signature</b>		<b>1.12 Name &amp; Title of Grantee Signor</b>	
<p><b>1.13 Acknowledgment: State of _____, County of _____</b></p> <p>On ____ / ____ / _____, before the undersigned officer, personally appeared the person identified in block 1.12., or satisfactorily proven to be the person whose name is signed in block 1.11., and acknowledged that s/he executed this document in the capacity indicated in block 1.12.</p>			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b>			
(Seal)			
<b>1.13.2 Name &amp; Title of Notary Public or Justice of the Peace</b>			
<b>1.14 State Agency Signature(s)</b>		<b>1.15 Name/Title of State Agency Signor(s)</b>	
		Robert R. Scott, Commissioner	
<b>1.16 Approval by Attorney General’s Office (Form, Substance and Execution)</b>			
By: _____		Attorney, On: ____ / ____ / _____	
<b>1.17 Approval by the Governor and Council</b>			
By: _____		On: ____ / ____ / _____	

2. **SCOPE OF WORK.** In exchange for grant funds provided by the state of New Hampshire, acting through the agency identified in block 1.1 (hereinafter referred to as "the State"), pursuant to RSA 21-O, the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being referred to as "the Project").

3. **AREA COVERED.** Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the state of New Hampshire.

4. **EFFECTIVE DATE; COMPLETION OF PROJECT.**

4.1 This Agreement, and all obligations of the parties hereunder, shall become effective on the date in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later (hereinafter referred to as "the Effective Date").

4.2 Except as otherwise specifically provided for herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").

5. **GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.**

5.1 The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.

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

5.3 In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4 The payment by the State of the Grant amount shall be the only, and the complete, compensation to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

5.5 Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.

6. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.**

In connection with the performance of the Project, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits.

7. **RECORDS AND ACCOUNTS.**

7.1 Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2 Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records or personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with,

the entity identified as the Grantee in block 1.3 of these general provisions.

8. **PERSONNEL.**

8.1 The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2 The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform such Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

8.3 The Grant officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. **DATA; RETENTION OF DATA; ACCESS.**

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3 No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4 On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.

9.5 The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. **CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

11. **EVENT OF DEFAULT; REMEDIES.**

11.1 Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

11.1.1 failure to perform the Project satisfactorily or on schedule; or

11.1.2 failure to submit any report required hereunder; or

11.1.3 failure to maintain, or permit access to, the records required hereunder; or

11.1.4 failure to perform any of the other covenants and conditions of this Agreement.

11.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

11.2.1 give the Grantee a written notice specifying the Event of



Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and

11.2.2 give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

11.2.3 set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

11.2.4 treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

**12. TERMINATION.**

12.1 In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

12.2 In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.3 In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

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

**13. CONFLICT OF INTEREST.** No officer, member or employee of the Grantee and no representative, officer of employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interests or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

**14. GRANTEE'S RELATION TO THE STATE.** In the performance of this Agreement, the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, worker's compensation or emoluments provided by the State to its employees.

**15. ASSIGNMENT AND SUBCONTRACTS.** The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.

**16. INDEMNIFICATION.** The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted

against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee of Subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

**17. INSURANCE AND BOND.**

17.1 The Grantee shall, at its sole expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 statutory worker's compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$2,000,000 for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

17.2 The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation of modification of the policy earlier than ten (10) days after written notice has been received by the State.

**18. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure or waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

**19. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.

**20. AMENDMENT.** This agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.

**21. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

**22. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**23. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

EXHIBIT A

SCOPE OF SERVICES

Town of Londonderry

The Town of Londonderry will use the grant to purchase a parcel and place conservation restrictions on it in a warranty deed for approximately 21.63 acres of land in Londonderry; Approx 18.84 acres (87.1%) are in the wellhead protection areas of two water supplies serving two residential communities. The parcel of land, part of the parcel designated on current tax map as Map 9 /Lot 49, will be protected in perpetuity, as specified in the warranty deed with conservation restrictions (see Attachment A).

EXHIBIT B

GRANT AMOUNT & PAYMENT SCHEDULE

Payment in the amount of \$384,271.00 shall be made to the Town of Londonderry upon receipt of the following:

1. Survey of the parcel of land.
2. A copy of the appraisal as specified in Env-Dw 1002.22.
3. Title examination as specified in Env-Dw 1002.23.
4. Acceptable stewardship plan for the property that ensures the permanent protection of the water supply.
5. Completed baseline documentation report, which indicates the current condition of the property.
6. Documentation to support the match of \$498,097 provided by the Town of Londonderry.
7. The finalized warranty deed with conservation restrictions.

Grantee Initials \_\_\_\_\_  
Date \_\_\_\_\_

EXHIBIT C

SPECIAL PROVISIONS

1. Subparagraph 1.7 of the General Provisions shall not apply to this Grant Agreement.
2. Section 17.1.2. is amended so that the required comprehensive general liability insurance per occurrence is \$1,000,000 for bodily injury or death in any one incident as no construction or other similar activities will be performed by the grantee. Any subcontractor will remain obligated to carry comprehensive general liability insurance in amounts not less than \$250,000 per claim and \$2,000,000 per occurrence.

Grantee Initials \_\_\_\_\_  
Date \_\_\_\_\_

# EXHIBIT B

Grantor: Moose Hill Orchards, Inc.  
230 Mammoth Road, Londonderry, NH 03053

Grantee: Town of Londonderry  
268B Mammoth Road, Londonderry, NH 03053

3<sup>rd</sup> Party Enforcement Right: State of New Hampshire  
29 Hazen Drive, Concord, NH 03302

**WARRANTY DEED  
AND GRANT OF THIRD-PARTY ENFORCEMENT RIGHT**

Moose Hill Orchards, Inc. ("Grantor"), a New Hampshire corporation having a mailing address of 230 Mammoth Road, Londonderry, New Hampshire 03053, grants to the Town of Londonderry ("Grantee"), a New Hampshire municipal corporation, having a mailing address of 268B Mammoth Road, Londonderry, New Hampshire 03053, with WARRANTY COVENANTS, the following described realty:

**Property Location: 114 Pillsbury Road, Londonderry, New Hampshire**

A certain parcel of land shown as "Remainder Lot Tax Map 9 Lot 49" on a Subdivision Plan of Land entitled "Mammoth & Pillsbury Roads, Londonderry, NH" prepared by Eric C. Mitchell & Assoc. Inc., dated March 5, 2021, approved by the Londonderry, NH Planning Board on \_\_\_\_\_, and recorded as Plan No. \_\_\_\_\_ on \_\_\_\_\_ in the Rockingham County Registry of Deeds, said land being bounded and described as follows:

Beginning at an iron rod set at land to be conveyed to the Town of Londonderry at the northwest corner of the parcel conveyed herein at other land of the Town of Londonderry;

Thence North 36° 20' 28" East a distance of 68.96 feet to a drill hole found;

Thence North 31° 01' 11" East a distance of 115.80 feet along said stone wall to a drill hole found;

Thence North 33° 32' 47" East a distance of 91.84 feet to an iron rod found;

Thence North 33° 36' 43" East a distance of 187.43 feet to a drill hole set;

Thence North 33° 00' 17" East a distance of 42.97 feet to a drill hole set;

Thence North 34° 19' 49" East a distance of 32 feet to an iron rod set at land now or formerly of the USA Federal Aviation Administration;

Thence turning and running South 52° 30' 52" East a distance of 164.80 feet to a drill hole set;

Thence South 51° 33' 54" East a distance of 165.57 feet to a drill hole set;

Thence South 51° 50' 16" East a distance of 180.07 feet to a drill hole set;

Thence South 53° 32' 27" East a distance of 257.48 feet to an iron rod found;

Thence South 56° 32' 07" East a distance of 525.48 feet to a concrete bound found at land now or formerly of Terri G. Duffy;

Thence turning and running South 35° 02' 23" West a distance of 70.93 feet to an iron rod found at land now or formerly of the Gerniglia Family Revocable Trust;

Thence South 34° 04' 12" West a distance of 180.77 feet to a drill hole set;

Thence South 40° 50' 00" West a distance of 43.53 feet to a drill hole set;

Thence South 36° 22' 49" West a distance of 167.86 feet to an iron rod found on the northerly side of Pillsbury Road;

Thence turning and running South 81° 20' 50" West a distance of 200.75 feet to a granite bound set;

Thence South 78° 53' 16" West a distance of 220.74 feet to a granite bound set;

Thence South 83° 05' 29" West a distance of 350.69 feet to a granite bound set at land to be conveyed to the Town of Londonderry;

Thence turning and running North 06° 54' 31" West a distance of 100.00 feet to an iron rod set;

Thence North 23° 08' 42" West a distance of 760.09 feet to the point of beginning.

Containing 21.63 acres, more or less.

MEANING AND INTENDING to describe and convey a portion of the premises conveyed to the Grantor by warranty deed of Wallace P. Mack, dated December 17, 1962 and recorded at Book 1658, Page 030 in the Rockingham County Registry of Deeds (the "Property").

SUBJECT TO the management and control of the Londonderry Conservation Commission under RSA 36-A:4, I. Without limitation to other restrictions it may impose, and without limitation to the specific deed restrictions set forth below, the Grantee shall manage and control the Property for conservation, recreational, forestry, and/or agricultural purposes, as it from time to time determines to be appropriate, consistent with the terms of this Warranty Deed, and to: (1) uphold the conservation purposes of RSA 486-A in perpetuity; (2) protect the quality and sustainable yield of ground and surface water resources associated with the Property; and (3) safeguard the environmental values of the Property that are dependent on water quality and quantity (collectively the "Specified Purposes").

SUBJECT TO, AND WITH THE BENEFIT OF, as the case may be, all easements, restrictions, encumbrances, and other matters of record insofar as the same are applicable to the Property conveyed herein.

ALSO CONVEYING AND GRANTING a Third Party Right of Enforcement to enforce certain conditions and restrictions (collectively the "Deed Restrictions") to the STATE OF NEW HAMPSHIRE acting through its DEPARTMENT OF ENVIRONMENTAL SERVICES, an administrative agency duly organized and existing under the laws of the State of New Hampshire, with a principal place of business at 29 Hazen Drive, City of Concord, County of Merrimack, State of New Hampshire, 03302, (sometimes referred to as "NHDES" or the "Third Party Holder," which, unless the context clearly indicates otherwise, includes its successors and assigns), which Deed Restrictions are more particularly described below. Upon failure to enforce the conditions and restrictions of this Warranty Deed, the State of New Hampshire shall have the right to enforce the same, and to recover the costs of such enforcement from the Grantee.

The Deed Restrictions granted to NHDES herein with respect to the Property consist of the right to enforce the following use limitations:

- (1) No industrial or commercial activities or improvements shall occur on the Property except in conjunction with any water supply, agricultural, forestry, or outdoor recreational activities allowed by this instrument;
- (2) No land surface alterations shall occur on the Property, such as filling, excavation, mining, and dredging, except in conjunction with any water supply, agricultural, forestry, or outdoor recreational activities that are allowed by the instrument, and only to the extent that they do not degrade or threaten to degrade the quality and sustainable yield of ground and surface water resources associated with the Property;
- (3) No wastes generated off the Property shall be disposed of, stored, or discharged on the Property;

(4) No substances that would be hazardous waste if discarded or abandoned shall be disposed of on the Property, and no such substances shall be stored or applied on the Property except in conjunction with any water supply, agricultural, forestry, or outdoor recreational activities that are allowed by the instrument, and provided that the storage and use do not threaten water supply protection and are specifically allowed by the instrument, subject to such conditions as are specified in the instrument;

(5) No motorized vehicles shall be allowed for recreational purposes, provided that snowmobiles as defined in RSA 215-A:1, XIII may be allowed if they are operated:

- a. Only on snow and ice outside the sanitary protective area of public water supply well(s);
- b. More than 250 feet from a surface water body being used as a public water supply;
- c. More than 100 feet from tributaries contributing to such water bodies; except when crossing such tributaries;
- d. Only on designated snowmobile trails depicted on a plan approved by the department in accordance with N.H. Admin. R. Env-Dw 1002.25; and
- e. The use of such vehicles is not otherwise prohibited on the Property by the Grantee or by other law.

(6) No acts or uses shall occur on the Property that would:

- a. Degrade the water quality such that the standards set for public drinking water by NHDES would be threatened;
- b. Cause an unsustainable quantity of water to be withdrawn; or
- c. Harm state or federally recognized rare, threatened or endangered species; and

As used in this Warranty Deed, "allowed by this instrument" means: (1) the use or activity is not detrimental to the Specified Purposes; (2) is not prohibited by state or federal law, or town restriction or ordinance; and (3) is determined to be appropriate by the Londonderry Conservation Commission in the exercise of its authority and responsibility under RSA 36-A:4, I.

The burden of the Deed Restrictions conveyed herein shall run with the Property and shall be enforceable against all future owners and tenants in perpetuity.

A Stewardship Plan (the "Plan") complying with N.H. Admin. R. Env-Dw 1002.24 shall be prepared by the Grantee, which may be amended from time to time, and which shall be provided to NHDES at its request. Allowable activities shall be conducted in accordance with: (1) the terms and conditions of this Warranty Deed; (2) best management practices; and (3) the Plan.



This is not homestead property. Exempt from transfer tax under RSA 78-B:2, I. Exempt from LCHIP surcharge under RSA 478:17-g, II(a).

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

[signatures follow]

**MOOSE HILL ORCHARDS, INC.**

\_\_\_\_\_  
By Andrew C. Mack  
Its duly authorized \_\_\_\_\_

STATE OF NEW HAMPSHIRE  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me personally appeared Andrew C. Mack, \_\_\_\_\_ of Moose Hill Orchards, Inc., duly authorized, known to me, or satisfactorily proven, to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same as his free act and deed for the purposes therein contained.

\_\_\_\_\_  
Notarial official  
My commission expires: \_\_\_\_\_

**ACCEPTED THIRD PARTY ENFORCEMENT RIGHT:  
STATE OF NEW HAMPSHIRE  
DEPARTMENT OF ENVIRONMENTAL SERVICES:**

\_\_\_\_\_  
\_\_\_\_\_, Commissioner  
New Hampshire Department of Environmental Services

STATE OF NEW HAMPSHIRE  
COUNTY OF \_\_\_\_\_, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me personally appeared \_\_\_\_\_, the Commissioner of the New Hampshire Department of Environmental Services, known to me, or satisfactorily proven, to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he/she executed the same as his free act and deed for the purposes therein contained.

\_\_\_\_\_  
Notarial official  
My commission expires: \_\_\_\_\_

# EXHIBIT C

## CERTIFICATE OF VOTE

I, Sherry Farrell, do hereby certify that I am the Town Clerk of the Town of Londonderry, a municipality in the State of New Hampshire, County of Rockingham, in the United States of America.

I do further certify that the Londonderry Town Council voted to enter into a grant agreement with the NH Department of Environmental Services, and Kevin Smith is the Town Manager of the municipality and is duly authorized by the Town Council and laws of the State of New Hampshire to execute and deliver on behalf of the municipality any documents which may be necessary for this grant agreement with the State of New Hampshire for the purpose of purchasing and placing deed restrictions on the Moose Hill parcel to protect two drinking water sources for local residents.

This authority was given during an official meeting of the Londonderry Town Council on \_\_\_\_\_, 2021.

I further certify that such authority has not been repealed, rescinded, or amended.

In witness where, I have hereunto set my hand and attached the seal of the Town of \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_, 2021.

Town Of Londonderry

By: \_\_\_\_\_  
Sherry Farrell, Town Clerk

State of New Hampshire  
County of Rockingham

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021 personally appeared Sherry Farrell, Town Clerk who subscribed and sworn to the above statement.

\_\_\_\_\_  
Name  
Justice of the Peace/Notary Public  
My Commission Expires \_\_\_\_\_

# LONDONDERRY TOWN COUNCIL MEETING MINUTES

1 April 19, 2021

2  
3 The meeting took place in the Moose Hill Council Chambers, 268B Mammoth Rd,  
4 Londonderry, NH 03053.

5  
6 Present: Chairman John Farrell; Vice Chairman Joe Green; Councilor Tom Dolan, Deb  
7 Paul, and Jim Butler; Town Manager Kevin Smith; Assistant Town Manager Lisa Drabik;  
8 Executive Assistant Kirby Brown;

9  
10 CALL TO ORDER

11  
12 Chairman Farrell called the Town Council meeting to order. This was followed by the  
13 Pledge of Allegiance. This was followed by a moment of silence for our country.

14  
15 PUBLIC COMMENT

16  
17 Councilor Deb Paul stated that recently she has noticed landscaping companies pumping  
18 water out of Kendall Pond. Councilor Paul stated that a landscaping truck actually parked  
19 on the Rail Trail to pump the water out on 28. Councilor Paul stated that it is not good to  
20 be doing in a drought. Chairman Farrell stated that it will be investigated.

21  
22 Adam Cole, 9 Greely Rd, stated that they recently applied for a sub-division on Greely Rd.  
23 The sub-division was denied because the road was deemed a life safety hazard and not up  
24 to current NFPA standards. Cole stated that it's actually continued. Cole stated they  
25 presented to Planning Board. It's a Class 5 road, which is town owned and maintained. The  
26 NFPA standard took place in 2015. Cole asked at what point will the town look into the  
27 road. Cole stated that it's his fiancé's brother's land they are trying to subdivide.

28  
29 Zach Whitten, 5 Greely Rd, stated that the road was improved and it is 24 ft wide all the  
30 way down. Whitten stated that he has over seven acres and they want four acers to put a  
31 house behind his house, use his driveway as a common driveway. All they are being told  
32 is the road is not up to fire standards. Whitten stated that if that's the case, he doesn't know  
33 what would happen to his family, who lives on that road. The town does plow the road.

## LONDONDERRY TOWN COUNCIL MEETING MINUTES

34 Chairman Farrell stated that they can go to the ZBA and get a waiver for that road, or they  
35 can go back to the Planning Board and ask them for a waiver and see if they will waive  
36 NFPA standards. Cole stated that the Planning Board waived everything in their favor  
37 already. The issue is the New Hampshire state NFPA. Chairman Farrell stated that they  
38 could also come to the town Council with support of neighbors, and you could ask for  
39 Town Council to relinquish ownership of the road and make it a private road. If you make  
40 it private, the owner is in charge of taking care of the road. Chairman Farrell suggested that  
41 they check with an attorney. Chairman Farrell stated that the town is willing to work with  
42 them on this. There are a few options.

43

44 Chairman Farrell went over the mask mandate being dropped by the state and asked the  
45 Council what they wanted to do. Fire Chief Darren O'Brien stated that case numbers are  
46 going up. The Council suggested waiting to make a decision and continue to enforce masks.

47

48 Chairman Farrell read a letter into the record from resident Deanna Mele.

49

50

### PUBLIC HEARING

51

52 There was no public hearing.

53

54

### NEW BUSINESS

55

56 Chairman Farrell introduced Resolution #2021-09, the acceptance of unindicated revenue  
57 under RSA31:95-b. Town Manager Smith presented and stated that this money comes from  
58 the revenue made during the recent rabies clinic, in which the town received a total of \$910.

59

60 Town Clerk Sherry Farrell gave an update on how the first rabies clinic went and presented  
61 a check to Survivors Paws Animal Rescue. This was the money raised from the clinic.  
62 Motion to accept Resolution #2021-09 made by Vice Chairman Green and second by  
63 Councilor Dolan. Chair votes 5-0-0.

64

65 Town Manager Smith presented a Proclamation for Municipal Clerks Week.

66

# LONDONDERRY TOWN COUNCIL MEETING MINUTES

67 Town Manager Smith presented Resolution #2021-10, a Resolution relative to the adoption  
68 of the exit 4A area TIF district. Smith stated that the public hearing will be on May 17<sup>th</sup>.  
69 Motion to waive the first reading made by Vice Chairman Green and second by Councilor  
70 Butler. Chair votes 5-0-0.

71

72 Assistant Town Manager Lisa Drabik announced that the town is not in a moderate drought  
73 status.

74

## APPROVAL OF MINUTES

75

76  
77 Motion to approve the Town Council minutes from April 5, 2021 made by Councilor Dolan  
78 and second by Councilor Paul. Chair votes 5-0-0.

79

## APPOINTMENTS/RESIGNATIONS

80

81  
82 Motion to accept the resignation of Kate MacDonald from the PFAS Task Force made by  
83 Vice Chairman Green and second by Councilor Dolan. Chair votes 5-0-0.

84

85 Drabik gave up updated on Leadership Londonderry and the Council granted permission to  
86 move forward with the 21-22 Leadership class.

87

## ADJOURNMENT

88

89  
90 Motion to adjourn made by Vice Chairman Green and second by Councilor Paul. Chair  
91 votes 5-0-0.

92

93 Notes and Tapes by: Kirby Brown Date: 4/19/2021

94 Minutes Typed by: Kirby Brown Date: 4/25/2021

95 Approved by: Town Council Date: 5/03/2021