

TOWN COUNCIL AGENDA
February 22, 2022
Moose Hill Council Chambers
7:00 P.M.

A. CALL TO ORDER

B. PUBLIC COMMENT

C. PUBLIC HEARING

- 1.) **Resolution #2022-02** – The Acceptance of Unanticipated Revenue Pursuant to RSA 31:95-b (**DES Grant**)
Presented by Colleen Mailloux

D. NEW BUSINESS

- 1.) “Managing an Energy Emergency” Webinar Discussion
Presented by Doug Thomas and Eversource
- 2.) **Ordinance #2022-01** – An Organizational Amendment to the Londonderry Zoning Ordinance (**First Reading**)
Presented by Colleen Mailloux
- 3.) **Ordinance #2022-02** – An Amendment to the Zoning Ordinance Relative to Portable Storage (**First Reading**)
Presented by Colleen Mailloux
- 4.) Mack’s Lease Discussion
Presented by Mike Malaguti
- 5.) **Resolution #2022-03** - The Acceptance of Unanticipated Revenue Pursuant to RSA 31:95-b (**Opioid Settlement Funds**)
Presented by Justin Campo

E. OLD BUSINESS

- 1.) Assessing Update
Presented by Steve Hamilton

F. APPROVAL OF MINUTES

Approval of February 7, 2022 Town Council Minutes

G. APPOINTMENTS/REAPPOINTMENTS

- 1.) **Interview of Chris Moore for the ZBA**

H. OTHER BUSINESS

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

I. ADJOURNMENT

J. MEETING SCHEDULE

- A. Town Council Meeting **03/07/2022**
Moose Hill Council Chambers, 7:00 PM

TOWN OF LONDONDERRY
NOTICE OF PUBLIC HEARING
ACCEPTANCE OF GRANT FUNDS

The Londonderry Town Council will hold a public hearing pursuant to RSA 31:95-b, III relative to the acceptance of unanticipated revenue in excess of \$10,000. The Town has been awarded grant funds totaling \$12,865.00 from the Department of Environmental Services through their Local Source Water Protection Grant Program for the purpose of conducting a septic system risk assessment, establishing a septic system inventory and providing public education and outreach concerning best management practices in source protection.

These public hearing will be held on Tuesday, February 22nd, 2022 at a meeting of the Town Council scheduled to begin at 7:00 p.m. in the Moose Hill Conference Room, 268B Mammoth Road, Londonderry, NH. Information on the grant is available in the Finance Office during regular business hours. The public is urged to attend.

RESOLUTION 2022-02

A Resolution Relative to the
Acceptance of Unanticipated Revenue Under RSA 31:95-b

First Reading: 02/22/22
Second Reading: Waived
Adopted: 02/22/22

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 was awarded \$12,865.00 from the 2022 Local Source Water Protection Program Grant (SWP-339) from the State of New Hampshire's Department of Environmental Services.

WHEREAS these funds are intended to assist in the costs of conducting a septic system risk assessment, establishing a septic system inventory and providing public education and outreach concerning best management practices in source protection

NOW THEREFORE BE IT RESOLVED by the Londonderry Town Council to enter into and approve a grant agreement with the DES in the amount of \$12,865.00 and further to authorize the Acting Town Manager, Mr. Michael Malaguti, to sign the paperwork associated with such grant on behalf of the Town.

John Farrell - Chairman
Town Council

(TOWN SEAL)

Sharon Farrell - Town Clerk

A TRUE COPY ATTEST:
02/22/22

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby
Mutually agree as follows:
GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name NH Department of Environmental Services		1.2. State Agency Address 29 Hazen Drive, Concord, NH 03302-0095	
1.3. Grantee Name Town of Londonderry		1.4. Grantee Address 268B Mammoth Rd., Londonderry, NH 03053	
1.5 Grantee Phone # (603) 432-1100 x.149	1.6. Account Number 03-44-44-441018-4718-072	1.7. Completion Date May 31, 2023	1.8. Grant Limitation \$ 12,865
1.9. Grant Officer for State Agency Pierce Rigrod, NH Dept. of Environmental Services		1.10. State Agency Telephone Number (603) 271-0688	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1		1.12. Name & Title of Grantee Signor 1	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13 State Agency Signature(s)		1.14. Name & Title of State Agency Signor(s) Robert R. Scott, Commissioner, NHDES	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)			
By:		Assistant Attorney General, On: / /	
1.16. Approval by Governor and Council (if applicable)			
By:		On: / /	

2. **SCOPE OF WORK:** In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as “the State”), 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 hereinafter 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 on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").
 - 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
 - 5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.
 - 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
 - 5.3. In accordance with the provisions set forth in EXHIBIT C, 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 payment 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 and RSA 31-95-b.
7. RECORDS and ACCOUNTS.
 - 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, 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, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, 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 of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "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 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 the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
 - 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA: RETENTION OF DATA: ACCESS.
 - 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the 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 OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the 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 of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. 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, workmen'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 B 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 or 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.
 - 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
 - 17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and
 - 17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
 - 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.
 18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the 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, if required or by the signing State Agency.
 21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
 22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
 23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
 24. SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

EXHIBIT A
SPECIAL TERMS AND CONDITIONS

Town of Londonderry:

Changes to the Scope of Work or reallocation of grant funds require NHDES approval in advance.

Work must be completed by the completion date listed on the grant agreement (section 1.7). Requests for payment along with required proof of work must be submitted no later than 90 days after the completion date or the grant will be closed out and funds will no longer be available.

If a deadline extension is requested, the grantee must make that request for approval at least two months before the completion date. Failure to do so may result in lower rankings of future grant applications.

Federal Funds paid under this agreement are from a Grant to the State from the U.S. Environmental Protection Agency, Drinking Water State Revolving Fund Set-Asides under CFDA #66.468. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant are hereby adopted in full force and effect to the relationship between this Department and the grantee.

Grantee Initials _____

Date _____

EXHIBIT B
SCOPE OF WORK

The Town of Londonderry will use New Hampshire Department of Environmental Services (NHDES) grant funds to inventory all domestic septic systems (approximately 90% of households in Londonderry are served by private domestic septic systems) by tax map and parcel number and develop a public education program to guide septic system owners as to accepted septic maintenance practices. The public education campaign intended to better inform property owners will be completed in community Wellhead Protection Areas (WHPAs).

Specifically, the following tasks, as described in the application submitted to NHDES, will be accomplished:

Task 1. Develop a Septic System Inventory

1a. A Town geographic information system (GIS) parcel database will be updated with fields to identify lots that are within community water supply WHPAs. Additional public information with septic system-specific information, such as septic system permit records/details available from the State of New Hampshire and municipal paper records that indicate age of home, and date of septic system installation/replacement will be obtained and added to the GIS parcel layer. Risk scores for each parcel completed separately by the Town will be incorporated into the GIS inventory.

1b. A technical memo describing the completeness and accuracy of the information in each GIS field added to the town GIS data, and subsequent “next step” efforts the Town could complete to improve parcel-level data, including (if applicable) data that will affect septic system risk scores from the town’s risk assessment. The memo will describe through statistics the number of high priority septic systems in community WHPAs and the overall distribution of septic systems that fall into defined risk categories in WHPAs. A map showing the spatial distribution of septic risk scores will be included in the memo.

Deliverables: A copy of the GIS parcel layer with a list and metadata describing the GIS data fields and the technical memo, as described, will be submitted to NHDES.

Task 2. Develop A Public Education Program

2a. Identify public outreach information (e.g., flyers, brochures), such as NHDES’ fact sheet *You and Your Septic System: A Homeowner’s Guide to Septic System Maintenance* currently available regarding proper septic maintenance that inform property owners how to identify potential failure and maintain their septic system. NHDES’ Wastewater Engineering Bureau staff will be consulted regarding current state guidance materials. **A list of public educational materials will be forwarded to NHDES for review and comment prior to mailing the materials.**

Grantee Initials _____
Date _____

2b. Mail public outreach materials to property owners with septic systems identified as having greater risk for septic system malfunction located in community WHPAs using the completed inventory in Task 1.

Deliverables: A technical memo that includes a list of current educational materials reviewed and determined to be suitable to be part of the public educational program, identification of the Town department responsible for the mailing and a schedule of future mailings/messages that will be part of the educational program and confirmation that public educational materials will be available at Town hall and posted to the Town's website.

Task 3. Public Information Session

3a. A public information session at a Town Council meeting or other public venue) will be held with a presentation given to summarize results of the Septic System Inventory and Public Education Campaign, along with the Town's risk assessment results. The event will be promoted and organized in a manner to maximize community participation (virtual and/or in-person). **A copy of the presentation will be provided to NHDES in advance of the event.**

3b. Research and summarize septic system evaluation and maintenance requirements for new or existing septic systems in ordinances adopted by other communities.

3b. The presentation will include areas of concern for the town, the potential impact of improper maintenance and failure of septic systems, and potential regulatory options the town may explore to ensure proper maintenance and failed septic systems.

Deliverables: A copy of the meeting minutes, final presentation given at the public information session, a narrative regarding findings from the local ordinance review will be provided to NHDES.

Quarterly progress report forms must be completed by grant recipients or their subcontractor and submitted to NHDES every three months, beginning with the first full three (3) month quarter after grant approval from Governor & Council.

Grantee Initials _____
Date _____

EXHIBIT C
METHOD OF PAYMENT

All services shall be performed to the satisfaction of the Department of Environmental Services before payment is made. All payments shall be made upon receipt and approval of stated outputs and upon receipt of the associated invoice. **If the invoice is less than the initial estimate, only the amount on the invoice will be paid.** Payments shall be made in accordance with the following schedule, based upon completion of specific tasks:

Task Number/Description	Source Water Protection Grant
Task 1: Develop a Septic System Inventory	\$10,000
Task 2: Develop A Public Education Program	\$2,865
TOTAL	\$12,865

Grantee Initials _____

Date _____

Introduced: 2/22/22
Public Hearing: xx/xx/22
Adopted: xx/xx/22

ORDINANCE 2022-01
AN ORGANIZATIONAL AMENDMENT TO THE
LONDONDERRY ZONING ORDINANCE

WHEREAS Town Staff have identified typographical and scribes' errors and incorrect Section and Table references; and

WHEREAS Staff have proposed non-substantive amendments to correct the identified errors; and

WHEREAS the Planning Board has voted to recommend Town Council adoption of the proposed amendment;

NOW THEREFORE BE IT ORDAINED by the Town Council of the Town of Londonderry that the Zoning Ordinance shall be amended as posted.

To become effective upon passage of this Ordinance.

John Farrell, Chairman
Londonderry Town Council

A TRUE COPY ATTEST:

Sherry Farrell - Town Clerk
x/xx/xx

Town Seal



4 USE AND DIMENSIONAL REGULATIONS

4.1 District Uses

Subject to other applicable sections and all other local, state and federal laws, rules and regulations, no building, structure or land may be used or occupied except for the purposes permitted in the base district in which the use is located as set forth in the Table of Uses.

4.1.1 Designation of Permitted Uses

Permitted uses in the base districts are designated in the Table 4-1 , Table of Uses by the following:

- Uses Permitted by Right - A use denoted by the letter "P" is permitted by right in the district
- Uses Permitted by Special Exception - A use denoted by the letter "S" is a use that may be authorized by Special Exception in that district. The Zoning Board of Adjustment may grant a Special Exception in accordance with the procedures and conditions set forth in ~~Section 8.5~~ Section 8.1.5, Special Exceptions.
- Uses Permitted by Conditional Use Permit - A use denoted by the letter "C" is a use that may be authorized by a Conditional Use Permit in that district. The Planning Board may grant a Conditional Use Permit in accordance with the procedures and conditions set forth in Section 6, Conditional Use Permits.

4.1.2 Use Table

Table 4-1 Londonderry Zoning Ordinance Use Table P = Permitted Use C = Requires Conditional Use Permit S = Requires Special Exception														
	AR-1	R-III	C-I	C-II	C-III	C-IV	MUC	IND-I	IND-II	GB	PUD	AD	POD - 102 ¹	POD - 28 ¹
RESIDENTIAL AND AGRICULTURAL														
Agriculture	P	P									P ⁵			
Assisted Living Facilities	C	P	P	P	P		P				P ⁵		P	P
Back Lot Development	C										P ⁵			See specific district regs.
Dwelling, multi-family		P	C ⁹	C ⁹	C ⁹	C ⁹	C ⁹				P ⁵		C ⁹	C ⁹
Dwelling, multi-family workforce	C ^{3,6,7}	C ³	C ³	C ³	C ³	C ³	C ³				P ⁵		C ³	C ³
Small workforce housing development	C ³													
Dwelling, single family	P	P			S						P ⁵			
Dwelling, single family, workforce	C ³	C ³	C ³	C ³	C ³	C ³					P ⁵			
Dwelling, two-family	P	P			S						P ⁵			
Dwelling, two-family, workforce	C ³	C ³	C ³	C ³	C ³	C ³					P ⁵			



3. All land to be included as part of the lot shall be contiguous
4. In the absence of a municipal wastewater system, to protect ground water quality for the purpose of public health and safety, minimum lot sizes shall, in addition to the Zoning Ordinance requirements listed in **4.2.1.3(A)(2)**, also meet such additional lot size requirements as specified by "minimum lot size by soil type" in Table 4-4 which are based on high intensity soil Maps and specified in this Section of the Town ordinance. This requirement is subject to the following:
 - a. Each lot shall have a soil carrying capacity of one or greater, which is calculated by dividing the given area of any soil type to be used by the required are for the soil type found in ~~Table 3-3~~ Table 4-4 of this section.
 - b. Where more than one soil type is found on the lot, a soil carrying capacity of those soils occurring on the lot shall be used to determine the minimum lot size.
 - c. Areas designated as poorly drained (type b hydric) soils may be utilized to fulfill the minimum lot site required by the Town ordinance and subdivision regulations provided that a minimum of 30,000 SF of a contiguous non-wetland area with proper configuration to adequately accommodate all housing and required utilities such as sewage disposal and water supply to include setbacks, is provided.
 - d. Areas designated as type a hydric soils (very poorly drained soils, fresh or saltwater marsh or surface water areas) may not be utilized to fulfill minimum lot size requirements.
 - e. No subsurface wastewater disposal system shall be constructed with seventy five (75) feet of any type a hydric soil or fifty (5) feet from any type b hydric soil.
 - f. Slopes greater than twenty five percent (25%) may be used in the computed lot size according to the following: areas designated with slopes of greater than twenty five percent (25%) may be utilized to fulfill the minimum lot size required by the Town ordinance and subdivision regulations provided that a contiguous area of a minimum of 20,000 SF with less than fifteen percent (15%) slopes and proper configuration to adequately accommodate all housing and required utilities such as sewage disposal and water supply to include setbacks, is provided.
 - g. For duplex use, where the total number of bedrooms in the building shall not exceed five (5), the lot size shall be increased by forty percent (40%) of the minimum lot size as determined by the appropriate table. For each bedroom exceeding five (5) the lot size shall be increased by fifteen percent (15%).
 - h. For single family homes with greater than four (4) bedrooms, the required lot size will be increased fifteen percent (15%) for each additional bedroom exceeding four (4).
 - i. Soils information shall be provided by high intensity soil Maps and prepared by a field examination performed by a certified soil scientist and so stamped.
 - j. The area of drainage easement located on the lot shall not be included as part of the minimum lot size calculation.
 - k. Each residential lot shall have at least 22,000 SF of contiguous land above the 100-year flood elevation as determined by the flood insurance rate Maps and flood boundary and floodway Maps of the Town of Londonderry as prepared by the U.S. department of housing and urban development, federal insurance administration.



- A. Agricultural livestock, poultry, and horses will not be permitted except on lots containing two acres or more. All buildings, runs, pens, and kennels (excluding pastures) will be located a minimum of 25 feet from any property line. These lot size and setback requirements also pertain to dog kennels. Exempted from this provision are domestic pets as defined in this ordinance.
- B. At no time shall a public nuisance be created as to sight, sound, smell, or any other action which would interfere with nearby property owner's rights.
- C. Commercial piggeries or mink farms established for the raising, care, and keeping of pigs or minks as business in any district shall not be permitted. The raising of pigs for one's own home consumption shall be permitted, providing that in so doing, a public nuisance is not created and the operation does not offend by reason of the emission of smoke, noise, odors, or fumes.

4.2.1.5 Parking Requirements

A minimum of two parking spaces per dwelling unit shall be provided in the AR-I district.

4.2.2 Multi-Family Residential (R-III)

4.2.2.1 Objectives and Characteristics

The Multi-Family (R-III) district is designed to permit an increased residential density in areas where municipal services make it appropriate and to promote flexibility in the design of residential projects with various housing types, reduced lot sizes and modified dimensional requirements, while maintaining a fixed maximum density. Flexible design can provide for the appropriate use of the land, facilitate the economical and efficient provision of public services, promote open space conservation, protect the natural and scenic attributes of the land and expand opportunities for the development of affordable housing.

4.2.2.2 Uses

- A. See **Use Table Section 4.1.2**
- B. Single family and two family dwellings are allowed per Table 4-1 ~~provided that at least seventy five percent (75%) of such dwelling units shall be restricted housing for older persons under the fair housing act, as amended, 42 USC 3601, et.seq., and RSA 354-A:15. Such restrictions shall be secured by restrictive covenants or similar instrument, approved by the Board, recorded in the registry of deeds.~~
- C. No lot in the Residential-III (R-III) district may be used for the outside storage of more than one unregistered motor vehicle (in accordance with RSA 236:92) or the outside storage of more than one boat other than a rowboat, canoe or other boat less than twenty (20) feet in length.

4.2.2.3 Regulations and Design Criteria

A. Development Plan

1. The applicant shall prepare and submit to the Planning Board for approval of a development plan of the tract proposed for development ("development lot"), which locates the proposed types of residential development, utilities, access roads and streets. ("development plan")
 - a. The development plan shall include general, conceptual site and architectural plans sufficiently detailed to show the intended land uses, structures, improvements, and



other features necessary to demonstrate compliance with this Section and other applicable provisions of the Zoning Ordinance.

- b. The applicant may elect to develop the development lot in phases.
 - c. Final approval of development of any portion of the development lot shall require site plan approval according to the Site Plan Regulations of the Planning Board.
 - d. Once development of any portion of the development lot begins, no portion of the development lot may thereafter be developed or used except in conformity with the approved development plan, or an amended development plan approved by the Board.
2. The development lot may, but need not, be divided into two or more smaller legal separate lots of record (“internal legal lots”), which shall require subdivision approval by the Planning Board.
 3. The density, design and dimensional requirements of **Section 4.2.2.3(B)** shall be applied to the development lot and not the internal legal lots.
 4. The internal legal lots, if any, shall be subject to the density, design and dimensional requirements of **Section 4.2.2.3(C)**.
 5. The applicant shall be permitted to allocate permitted density among the internal legal lots in any manner so long as the sum total of development for all internal legal lots does not exceed the permitted density for the development lot.

B. Density, Design and Dimensional Standard for Development Lot

1. *Permitted density* - the maximum permitted number of dwelling units (“permitted density”) allowed in the development lot shall be as follows:
 - a. For dwellings serviced by municipal sewer, the maximum number of dwelling units permitted on the development lot shall be determined by the following formula: number of dwelling units = $0.80 \text{ (development lot area - unusable land area) / 7000}$ square feet. “unusable land” is defined as wetlands, excessive slopes (greater than 25%) and land subject to existing utility and drainage easements.
 - b. For dwellings serviced by onsite septic systems, there shall be at least 14,000 square feet per dwelling unit. In addition, to protect ground water quality and to promote public health and safety, permitted density shall also be subject to such additional density requirements as are required by “minimum lot size by soil type” in [Table 2](#) ~~Table 4-4~~ of [Section 9.2.1](#) ~~Section 4.2.1~~, with the following modification: one or two bedroom units - lot size x 0.65. Three bedroom units = lot size x 0.85.
 - c. The maximum number of dwelling units per dwelling shall be sixteen (16).
 - i. The maximum number of dwelling units in a single building may be increased from sixteen (16) to no more than twenty (20) if the applicant is granted a conditional use permit from the Planning Board, in accordance with **Section 6.3.5**.
 - d. The average number of bedrooms per dwelling unit in a multifamily dwelling shall not exceed two (2).
2. *Screening, Landscaping and Glare* - the development plan and the internal legal lots shall be designed to screen parking lots from streets by building location, grading or screening and to minimize glare on adjoining properties. Glare from any use of land, including site illumination, shall not exceed 0.2 foot candles, measured at ground level, at or beyond the perimeter of the development lot. Lighting fixtures shall be designed for downward casting of light. Major topographic changes or removal of existing trees shall be avoided wherever possible, and water, wetlands and other scenic views shall be preserved wherever possible.



“Navigable Airspace”: The airspace above the minimum altitudes of flight prescribed by regulations issued under the Federal Aviation Act of 1958, Section 101(24) 49 United States Codes 1301, including the airspace needed to ensure safety in the takeoff and landing of aircraft.

4.6.5.3 Noise Compatibility Zones Established:

Noise compatibility zones for the area around Manchester-Boston Regional Airport are hereby established based on the Ldn contours for aircraft noise developed for conditions forecast to exist in 1991 with noise abated operating conditions

- A. The N-1 zone generally corresponds to the area between the 65 Ldn and 70 Ldn contours.
- B. The N-2 zone generally corresponds to the area between the 70 Ldn and 75 Ldn contours.
- C. The N-3 zone generally corresponds to the area within the 75 Ldn contour.

4.6.5.4 Noise Overlay Zone Boundaries:

The boundaries of the Noise Overlay Zones are shown in the Manchester-Boston Regional Airport Noise Compatibility Plan. Because of the averaging inherent in making Ldn calculations and the assumptions necessary in the forecasting procedure, the Ldn contour lines are not capable of being precisely defined in the field. Therefore, the boundaries between the noise overlay zones, while bearing a very close relationship to the Ldn contour lines, have been adjusted to facilitate understanding and agreement as to the location of the boundaries.

4.6.5.5 Uses Prohibited:

Land uses prohibited in the noise overlay zones shall be as specified in the Table of Land Use Compatibility Standards.

4.6.5.6 Soundproofing Required:

Soundproofing shall be required for certain land uses in each of the noise overlay zones as shown in the [Table 3-7](#) [Table 4-8](#), Table of Land Use Compatibility Standards. Where soundproofing is required, no building permits shall be issued until the builder has demonstrated that the building design is capable of achieving the Noise Level Reduction required in the Table of Land Use Compatibility Standards. This requirement can be met in one of two ways as described in the following subsections.

- A. **Design Standards:** If the building design incorporates the design standards described in **Section 4.6.5.7**, the design shall be considered to have met the required soundproofing standards.
- B. **Performance Standards:** The builder may choose to use design features other than those described in **Section 4.6.5.7** as long as the final design is capable of achieving the Noise Level Reduction required in Table 4-8. Such noise attenuation capability shall be certified on the building plans by a registered architect, structural engineer, or acoustician.

4.6.5.7 Soundproofing Design Standards

A. Noise Level reduction of 25 Decibels (dB)

- 1. If wood frame construction is used, all exterior stud walls shall have interior and exterior surfaces of an approved material at least as massive as half-inch thick gypsum wallboard, and the intervening space shall contain fibrous thermal insulation at least three inches thick.



- B. The purpose of the Route 102 Performance Overlay District is:
1. To minimize adverse traffic impacts on the corridors and surrounding local roadways;
 2. To preserve the rural character of the district by providing for development that preserves appropriate open space and builds upon the landscaping design, and visual character standards of the Town's Site Plan Regulations;
 3. To minimize negative impacts to the environment such as water quality, air quality, prevention of noise pollution, light pollution, and to other important natural and cultural resources.
 4. To promote and attract high quality, diverse, and sustainable economic development to the district by utilizing performance standards and flexibility in the district.
 5. To protect the remaining aquifers within the Town of Londonderry.
 6. To provide an appropriate mix of uses for the areas abutting the natural complex formed by areas such as the Musquash Conservation Area, Kendall Pond area, Scobie Pond area, the Litchfield State Forest, etc.

4.6.6.3 District Defined - Route 102 Corridor

- A. The Route 102 Performance Overlay District shall be described as including the lots identified on the "Performance Overlay Zone" Map and specifically as follows:
1. **On Tax Map 2:** lots 7, 8, 11, 12, 13, 16, 17, 19, 20, 21, 22, 22b, 23, 25, 26, 27, 28, 28a, 28-10, 28-11, 29b-5, 32, 34, 34-1, 34a, 35.
 2. **On Tax Map 3:** lots 130, 131, 131-1, 131-2, 132, 132a, 132b, 135, 136, 137, 148, 149, 150-1c, 153, 161
 3. **On Tax Map 6:** lots 30, 31, 32, 33a, 34, 35-1, 35-2, 35-10, 35-17, 35-19, 36, 41, 42-1, 49, 52, 53, 54, 56, 56-1, 57, 59-1, 64, 65-1, 65a, 84.
 4. **On tax Map 7:** lots 132-1, 132-2, 132-3, 132-4, 132-5, 132-6, 132-7, 132-8, 132-9, 132-10, 132-11, 132-12, 132-13, 132-14, 132-15, 132-16, 132-17, 132-18, 132-19, 132-20
- B. The term "overlay district" means a zoning district superimposed on one or more established zoning districts to impose supplemental requirements, restrictions, and performance standards on uses in the district.

4.6.6.4 Conflicts with Underlying Zoning Standards

Because of the unique nature of the performance based incentives and regulations in this overlay district, the standards and requirements of this Section shall, unless otherwise stated in this section, apply to all lots in the overlay district, regardless of the underlying zoning district, except:

- A. Those zoned C-III at the time of passage of the POD by Town Council; and
- B. Those lots with an underlying zone of AR-I and that have received a conditional use permit for uses permitted in the AR-1 Zone
 1. Such lots shall be subject to the standards of the AR-I District, (~~Section 9.2.1~~**Section 4.2.1**)
 2. A buffer of fifty (50) feet shall be provided for any lot in a residential subdivision that abuts land zoned for non-residential uses.

4.6.6.5 Uses Permitted



- A. The Performance Overlay District allows for uses that are consistent with the purposes and intent of the overlay district. Because not all uses permitted in the underlying zones are consistent with the Performance Overlay, the uses permitted in the overlay district are limited to those listed in **subsection 4.6.6.5(C)** below. The uses permitted in the underlying zoning districts are not permitted, unless listed in **subsection 4.6.6.5(C)** below or considered a use permitted by conditional use permit, see **Section 4.6.6.6**.
- B. All uses permitted in the performance overlay district are subject to site plan review by the Planning Board. Prior to Planning Board approval of a proposal, the applicant must demonstrate, through the impact assessment requirements of **Section 4.6.6.8**, that the proposal will meet all of the appropriate performance standards of **Section 4.6.6.7**, the Site Plan Regulations, the subdivision regulations, as applicable, and shall be consistent with the purpose and intent of the overlay district in **Section 4.6.6.2**.
- C. The following uses are permitted within the performance overlay district:
 - 1. Business center development: a tract of land, buildings or structures planned as a whole and intended to include those uses allowed in this overlay district whether built at one time as a unit or in two or more construction stages;
 - 2. Professional offices including, but not limited to, dentists, doctors, lawyers, architects, real estate, and such uses normally considered as general offices;
 - 3. Restaurants, cafes, and similar establishments, with no drive-thru windows;
 - 4. Retail stores or shops including clothing, appliance, hardware and department stores, automotive accessory, drug and variety stores, grocery stores and supermarkets;
 - 5. Computer services
 - 6. Religious institutions/places of worship and related facilities;
 - 7. Educational institutions;
 - 8. Recreation areas (commercial and non-commercial);
 - 9. Assisted living facilities.

4.6.6.6 Conditional Use Permits

All uses permitted by conditional use permit in the performance overlay district are subject to site plan review by the Planning Board. Prior to Planning Board approval of a conditional use permit, the applicant must demonstrate that it meets the general criteria for a Conditional Use Permit of Section 6.2, and the Specific Criteria of ~~Section 6.3.X~~Section 6.3.10, Route 102 Performance Overlay District.

4.6.6.7 Performance Standards

A. Dimensional performance standards

- 1. Table of dimensional performance standards: in order to accomplish the goals of this ordinance, as well as fulfill the goals of the master plan, development within the performance overlay district is subject to the dimensional standards listed in Table 4-9, below.

Table 4-9 Performance Overlay District Dimensional Standards							
Property Located on:	Min. Lot Size	Min. Lot Frontage	Max. Structure Height	Min. Front Setback (7)	Min. Side Setback	Min. Rear Setback	Max. Impervious Cover



1. These incentive bonus standards are designed to reward projects that choose to voluntarily develop their properties in a way that is most compatible with the stated goals and objectives of this district and the master plan.
2. Reduction in minimum lot area and frontage: as an incentive to encourage the concept of access management for traffic corridors through access on local roads and shared access drives, the minimum lot area and frontage requirements shall be decreased as noted in Table 3-8 where shared access or local road access is provided for a lot.
3. Widening easement deeds: those lots that voluntarily agree to provide easement deeds over the portion of their land within 25 feet of the state right-of-way, thereby reserving this easement area for future widening of the corridor or similar improvements within the corridor, may be compensated for this action by being allowed an impervious surface bonus, to develop their property to an extent greater than otherwise permitted in the performance overlay district. The amount of extra impervious coverage shall be equal to the actual computed area of the easement area provided for future improvements. ~~The provision of a widening easement may also qualify for credits to impact fees as outlined in Section 1.2.~~
4. Reduction in minimum front setback: as an incentive to encourage the protection of aesthetics in the performance overlay district, the minimum lot area and frontage requirements shall be decreased as noted in footnote 4 of Table 3-8 of this Section where parking is limited to the rear and/or side of the building.

D. Landscape Performance Standards

1. The landscape performance standards of the performance overlay district are intended to supplement the requirements of the Site Plan Regulations, outlining areas where landscaping are required in the district to promote the aesthetically pleasing type of development desired by the community.
2. Specifics about landscaping materials, caliper sizes, and specifics of the design details shall be as defined by Section 3.10 of the Site Plan Regulations. In the event that requirements of this district and the Site Plan Regulations conflict, the more restrictive of the two documents shall govern.
3. None of the landscape requirements contained in this ordinance or the Site Plan Regulations shall be construed so as to require plantings where safe sight distance at driveways or along public streets would be inhibited. The Planning Board may adjust landscape requirements of this district when deemed necessary for reasons of public safety.
4. *Required Landscaping Areas*
 - a. **Open space:** all areas disturbed by construction shall be covered with a minimum thickness of 4 inches of suitable topsoil and be subsequently planted with grass seed, sod, or other vegetative cover.
 - b. **Street tree area**
 - i. The street tree area shall be a 15 foot wide strip running parallel with the lot frontage along any public right of way and shall be continuous along the entire length of said right of way, except for those areas reserved for approved curb cuts. (on lots where there is a widening easement provided, the street tree area shall begin at the rear of the easement)
 - ii. The street tree area shall be planted with a minimum of 1 native shade tree (see Site Plan Regulations for recommended native trees) for every 50 feet of right of



1. *Intent:* in order to provide safe and adequate parking facilities, yet maintain a high quality aesthetic quality of development within the performance overlay district, performance standards for parking have been developed.
2. The goals related to these performance standards are:
 - a. To ensure that appropriate parking areas are provided for future development within the overlay district;
 - b. To promote the use of interconnected parking between adjacent businesses as a means of access management along the corridor;
 - c. To encourage the provision of interior landscaping within parking lots as a means of mitigating summer heat, snow storage areas, and improve the aesthetics of parking areas.
3. *General Performance Standards for Off-Street Parking.*
 - a. The minimum number of parking spaces, dimensional requirements for parking stalls and aisle widths shall be determined by the requirements of the underlying zoning district (**Section 3.09 of the Site Plan Regulations**) except for parking lot setbacks (also called green area setbacks as defined in **Sections 4.4.1.3(H)** and **4.3.2(B) 4.3.3(B)**)—which are governed by the performance standards for landscaping, as outlined in **Section 2.6.1.7(D)**.**Section 4.6.6.7(D)**.
 - b. Sales of automobiles or other items which may be for sale is not permitted within any required parking spaces or their interconnecting drives and/or aisles.
 - c. Coordinated or joint parking design shall be provided wherever feasible in accordance with Section 3.09 of the Site Plan Regulations. Abutting parcels shall be so designed as to provide for mutually coordinated or joint parking access and circulation systems, and shall include stub-outs and other design features as necessary to make it visually obvious that the abutting properties may be tied in to create a unified system.
 - i. *Development prior to abutting use.* In the event that the site is developed prior to an abutting property, it shall be designed to ensure that its parking, access and circulation may be easily tied in to create a coordinated parking design at a later date.
 - ii. *Existing abutting uses.* In the event that the site abuts an existing developed property, it shall be so designed as to tie into the abutting parking, access and circulation to create a coordinated system unless the Planning Board finds that this would be impractical.
4. In parking lots where shared access and/or interconnected parking lots occur, the side and rear landscape area requirements of **4.6.6.7(D)** can be omitted.

F. **Signage**

1. *General*
 - a. The general standards of **Section 7** shall apply to signs within the performance overlay district.
2. *Sign illumination*
 - a. Direct and indirect lighting of signs is permitted, provided it meets the criteria from Section 3.13 of the Site Plan Regulations.
 - b. Internally illuminated signs shall be opaque and only the sign copy shall appear to be illuminated.



H. Environmental performance standards

1. General

- a. Environmental performance standards specific to the performance overlay district have been developed to protect the long-term environmental quality and vitality of gateways to the Town of Londonderry and of sensitive natural resources in the vicinity of the corridors.
- b. In addition to the performance standards of this section, development within the performance overlay district shall be subject to all applicable local, state, and federal ordinances, regulations and laws. The standards listed in this Section shall not be construed to imply relief from requirements of state or federal law.

2. General performance standards: all property within the performance overlay district shall be subject to the standards outlined in **Section 5.18.1** **Section 5.16** for vibration, noise, air pollution, odors, glare & heat, harmful interference, and sewage/waste disposal performance standards.

3. Wetland/groundwater protection performance standards

- a. All provisions of the conservation overlay zone shall apply to wetlands and perennial streams within the performance overlay district.
- b. Sufficient open space shall be provided for the recharge of groundwater. Where infiltration is required in drainage design, all runoff shall be pre-treated using treatment swales and detention basins meeting the NHDES best management practices and the Londonderry Site Plan Regulations. Infiltration facilities shall be designed to perform under all season conditions. Applicants are encouraged to meet with the department of public works and engineering prior to developing a drainage design to determine if infiltration is appropriate for a proposed site plan.

4. Performance Standards for Development of Steep Slopes

- a. For purposes of this section, steep slope areas shall be defined as naturally existing, contiguous areas of land of greater than ½ acre or more that have an average cross slope gradient greater than 33% or 3h:1v.
- b. In order to guard against hazards associated with development of steep slopes, construction within these areas shall be limited to those activities necessary for construction in the use/development of land outside of a steep slope area and shall be subject to the following standards:
 - i. No portion of a steep slope area shall be used for the construction of leach fields or trenches which are part of subsurface sewage disposal systems.
 - ii. Not more than 25% of a steep slope area shall be cleared of healthy existing vegetation and shall be re-vegetated upon completion of the construction allowed in paragraph b, above.
 - iii. Portions of steep slope areas affected by construction activity shall be given special attention with regard to erosion control.
 - iv. No portion of a steep slope area shall be subject to the discharge of any stormwater management system.

4.6.6.8 Impact Assessment Requirements

- A. The purpose of impact assessments within the performance overlay district is to provide the Planning Board with sufficient information to conduct a detailed review of uses that have the



potential for significant impact within the overlay, and the Town as a whole. The impact review process is intended to promote and protect the natural resources and aesthetic qualities of the Town and to prevent or mitigate any adverse impact to the Town services, traffic patterns, abutting properties, the economy of the Town, the character of the Town, or the public health, safety, and welfare of Town residents.

B. Applicability and procedure

1. This Section is applicable to all residential and non-residential site development within the performance overlay district. All development proposals within the overlay district shall submit impact assessment reports in accordance with this section, and all other applicable local, state, and federal regulations. Single family residential or duplex construction (on a single lot not involving subdivision) is exempt from the requirements of an impact assessment report.
2. Three (3) copies of the impact assessment report shall be submitted along with all other forms, plans and information required for applications under the site plan and subdivision regulations.
3. The impact statement shall be prepared by an interdisciplinary team of professionals qualified to evaluate all facets of the proposed project which may include but is not limited to engineers, architects, landscape architects, economic analysts, environmental scientists, and planners.
4. All impact statements shall be reviewed by the Town, and any third party review costs shall be included in the review escrow as outlined in the site plan and subdivision regulations.
5. The Planning Board shall have the authority to waive or modify all or part of the requirements of the impact assessment report (with the exception of **Section 4.6.6.8(C)(2)(f)** **Section 4.6.6.8.C.2.e** environmental impact) for site development after reviewing the nature, scope, and size of a proposed development.

C. Impact Assessment Report

1. The impact statement shall include the following elements:
 - a. A detailed description of the proposed project and its design features, including existing conditions on the site and in the vicinity of the project.
 - b. Identification and assessment of the impacts of proposed project, including positive, negative, and indirect impacts. Proposed measures to prevent or mitigate adverse impacts and/or maximize positive impact including design modifications and provision of infrastructure improvements sufficient to support the project. Any adverse impacts that cannot be mitigated shall be identified. Mitigation measures to be implemented by the applicant shall be identified.
 - c. An evaluation of how the project will meet the standards required in this ordinance.
2. The impact statement shall assess the following areas of potential impact:
 - a. Traffic impact: traffic impacts shall be addressed according to the procedure outlined in Section 3.14 of the Site Plan Regulations.
 - b. Solid waste disposal: describe the quantity and composition of projected solid wastes to be generated by the project including average weekly volume in cubic yards of refuse generated; recycling potential; method of on-site storage and collection. Evaluate the impact to the Town's recycling facility and waste disposal capability (for single family or multi-family residential projects).



4.6.7.7 Performance standards

A. Dimensional performance standards

1. Table of dimensional performance standards: in order to accomplish the goals of this ordinance, development within the Table 4-10, below.

Table 4-10 Route 28 Performance Overlay District Dimensional Standards						
Property located on:	Min. Lot Size	Min. Lot Frontage	Max. Structure Height	Max. Building Footprint (3)	Building Setbacks (4)	Max. Impervious Cover
Arterial Road (as defined by appendix A), with public water and sewer	3 Acres	300 feet (1)(2)	45 feet	75,000 Sq. Ft.	See Section 4.1.3(C)(3)	55% (5)
Non-Arterial Roads OR Arterial Road when "Shared access" is used, and with public water and sewer	1 Acre	100 feet (1)(2)	45 feet	75,000 Sq. Ft.	See Section 4.1.3(C)(3)	66% (5)

Table 2 Footnotes:
 (1) Lots with Frontage along both an arterial road and a local road shall be accessed from the local road whenever possible. The Planning Board shall have the authority to allow access on an arterial road in such situations where access from the local road is deemed inappropriate or not feasible, and the NHDOT has issued appropriate permits.
 (2) Minimum frontage requirement must be satisfied from the road providing access to the lot.
 (3) At no point shall the total usable floor area exceed 75,000 square feet.
 (4) At no time shall the minimum front setback be less than 60 feet along an arterial road and 30 feet along a local Road.
 (5) May be increased by an amount equal to the area of easement dedicated for future widening of the arterial road (See section 4.6.5.2 on Incentive Bonuses)
 (6) On lots with frontage on both an arterial and local road (double frontage), the front setback shall be measured from the property line adjacent to the arterial road.
 (7) As an incentive for use of steep roofs or other architectural elements (clock towers, cupolas, etc.) the Planning Board may, with recommendation from the Heritage Commission, allow for a height bonus not to exceed sixty (60) feet from grade.

B. Dimensional incentive bonus standards

1. These incentive bonus standards are designed to reward projects that choose to voluntarily develop their properties in a way that is most compatible with the stated goals and objectives of this district and the master plan
2. Widening easement deeds: those lots that voluntarily agree to provide easement deeds over the portion of their land within 25 feet of the state right-of-way, thereby reserving this easement area for future widening of the corridor or similar improvements within the corridor, may be compensated for this action by being allowed an impervious surface bonus, to develop their property to an extent greater than otherwise permitted in the performance overlay district. The amount of extra impervious coverage shall be equal to the actual computed area of the easement area provided for future improvements. ~~The provision of a widening easement may also qualify for credits to impact fees as outlined in Section 1.2.~~

C. Building setbacks for POD lots located on NH Route 28

1. Front setbacks for lots located along NH Route 28 shall be based on the following performance standards:
 - a. Building footprint of 0 - 10,000 square feet: 60 feet
 - b. Building footprint of 10,001 - 25,000 square feet: 100 feet
 - c. Building footprint of 25,001 - 40,000 square feet: 125 feet
 - d. Building footprint of 40,001 - 60,000 square feet: 150 feet
 - e. Building footprint of 60,001 - 75,000 square feet: 200 feet



2. Side setbacks for lots located along Rt. 28 shall be one-half ($\frac{1}{2}$) the front setback.
 3. Rear setbacks for lots located along Rt. 28 shall be one-third ($\frac{1}{3}$) the front setback, but not less than 30 feet.
- D. **Landscape Performance Standards** - landscape performance standards shall be the same as **Section 4.6.6.7(D)**, with the following exceptions:
1. *Front Buffer Area*
 - a. The front buffer area shall be a strip of variable width (minimum 40 feet wide) between the street tree area and the closest point of a building or impervious surface facing a public right of way. (on lots where there is a widening easement provided, the street tree area may encroach and overlap the front buffer area)
 - b. The front buffer area shall be planted with a minimum of 2 trees for every 30 feet of horizontal building facing a public right of way. Trees planted in this area shall have a height equal to $\frac{1}{2}$ the maximum proposed height of a building (but not less than 12 feet from grade or greater than 30 feet from grade) at time of planting.
 - c. **Incentive bonus:** every healthy native tree with a caliper of 4 inches or greater, which is preserved in the front buffer area may be substituted for 1 required new front buffer tree planting. Every healthy native tree with a caliper of 6 inches or greater, which is preserved in the front buffer area may be substituted for 2 required new front buffer tree plantings.
 2. *Side and Rear Buffer Areas*
 - a. Required side and rear buffer areas shall begin at the inner limits of the front buffer area and run parallel to the side and rear property lines. The minimum width of these side and rear buffers shall equal to $\frac{1}{2}$ the proposed maximum building height, but not less than 20 feet wide. In the event the property abuts a parcel zoned AR-I, the buffer shall be no less than 75 feet wide.
 - b. The side and rear buffers shall be constructed to provide a dense 4 season visual screen in accordance with Section 3.09.e of the Site Plan Regulations.
- E. **Off-street parking** - see **Section 4.6.6.7(C)**
- F. **Signage** - signage performance standards shall be the same as **Section 4.6.6.7(F)**~~Section 4.6.6.7(D)~~, with the following exceptions:
1. Building mounted signs
 - a. Wall signs may be as large as 1 sq. Ft. Per 3 linear ft. Of building frontage or a maximum of 50 square feet, whichever is less.
 - b. One wall sign is permitted per tenant in a multi-tenant structure, however the total sign square footage on any wall or facade shall not exceed 100 square feet.
- G. **Lighting** - see **Section 4.6.6.7(E)**
- H. **Environmental performance standards** - see **Section ~~4.6.6.7(F)~~ 4.6.6.7(H)**

4.6.7.8 Impact Assessment Requirements

See **Section 4.6.6.8**.

4.6.7.9 Pre-existing (non-conforming) uses, lots, and structures

See **Section 4.6.6.9**.



5 SUPPLEMENTARY REGULATIONS AND STANDARDS

5.1 Residential Development Phasing

5.1.1 Authority

Pursuant to the provisions of NH RSA 674:21, the Town of Londonderry adopts the following phasing standards for residential development, to be administered by the Planning Board in conjunction with the Londonderry Subdivision Regulations.

5.1.2 Purpose

The purpose of this Section is as follows:

- A. To guide efforts by the Town to monitor, evaluate, plan for and guide residential growth in Londonderry that is consistent with the Town's capacity for planned, orderly and sensible expansion of its services to accommodate such development without establishing absolute limits on the overall growth rate of the community;
- B. To provide for the current and future housing need of existing residents and their families;
- C. To phase in or control the implementation and development of tracts of land and future subdivisions thereon, at a rate which will be compatible with the orderly and gradual expansion of community services, including but not limited to education, fire protection, road maintenance, waste disposal, police protection and recreation; and
- D. To provide a mechanism to allow for phased development of residential projects to manage the impact on municipal services.

5.1.3 Phasing of Development

A phasing plan shall be submitted for Planning Board approval for all residential developments of more than fifteen (15) lots or dwelling units (~~unless exempted under Section 5.1.4~~), and at the Applicant's option may be submitted for smaller developments. Such plans shall comply with the following phasing requirements:

- A. For development proposed under the provisions of Section 5.3, Conservation Subdivisions: twenty-five (25) dwelling units per year from the date of final approval;
- B. For development located within the R-III district: three (3) multi-family buildings, the total number of dwelling units not to exceed forty eight (48) per year from the date of final approval.
- C. In the event that the Planning Board grants a conditional use permit to allow more than 16 units per building in the R-III District, such developments shall be permitted two (2) multi-family buildings, the total number of dwelling units not to exceed forty (40) permits per year from the date of final approval.
- D. For multi-family development meeting the definition of "workforce housing" as defined by RSA 674:58, and approved by the Planning Board per the procedures outlined in RSA 674:60: the total number of dwelling units shall not exceed seventy-two (72) per year from the date of final approval.
- E. For single family development approved under the requirements of "Inclusionary Housing": twenty-five (25) dwelling units per year from the date of final approval.



1. *Calculation Method:* the maximum number of lots is determined by dividing the area of the tract of land by the minimum lot size specified in the underlying zoning.
 2. Where public sewer is not available, the maximum density for a Conservation Subdivision using the calculation method will be established by using Table 3-3 of Section 3.3 of this ordinance, and computing a total soil carrying capacity of all allowed soils found in the parcel proposed for subdivision. The soil carrying capacity of any soil is to be calculated by dividing the given area of any soil type by the required area for that soil type found in Table 3-3. The resulting number shall be multiplied by 85 percent to obtain the maximum number of dwelling lots permitted in the Conservation Subdivision.
 3. Where public sewer is available, the maximum density will be established by using ~~Table 3-2~~ Table 4-3 of ~~Section 3.3~~ Section 4.2 of this ordinance, divided by the total area of the entire parcel to be subdivided.
 4. In using the Calculation Method for determining the maximum number of lots, the following shall not be included in the total area of the parcel:
 - a. Slopes over 25% of at least 5000 square feet contiguous area;
 - b. The 100-year floodplain;
 - c. Drainage Easements; and
 - d. Wetlands that meet the definition of this ordinance.
 5. *Yield Plan Method:* The maximum number of lots is based on a conventional subdivision design plan, prepared by the applicant, in which the tract of land is subdivided in a manner intended to yield the highest number of lots possible. The plan does not have to meet formal requirements for a site design plan, but the design must be capable of being constructed given site feature and all applicable regulations
- C. Lot Area and Shape.**
1. The minimum lot size (prior to subdivision) for a Conservation Subdivision is 20 acres in common beneficial ownership. The minimum frontage for the development shall be a contiguous 100 feet and of sufficient length to provide safe access for a right-of-way of at least 50 feet.
 2. *Minimum Lot Size*
 - a. For lots connected to public or community water and sewer: The minimum lot size in a Conservation Subdivision shall be one half ($\frac{1}{2}$) acre in size.
 - b. For lots connected to public or community sewer, but utilizing an onsite well for water service: The minimum lot size in a Conservation Subdivision shall be one half ($\frac{1}{2}$) acre in size.
 - c. For lots connected to public or community water, but utilizing an onsite septic system: The minimum lot size in a Conservation Subdivision shall be one half ($\frac{1}{2}$) of the total calculated minimum lot size using Table 3-3 of Section 3.3 of this ordinance or $\frac{1}{2}$ acre, whichever is greater.
 - d. For lots serviced by an onsite well and an onsite septic system: The minimum lot size in a Conservation Subdivision shall be the total calculated minimum lot size using ~~Table 3-3~~ Table 4-4 of ~~Section 3.3~~ Section 4.2 of this ordinance or 1 acre, whichever is greater.
 3. *Frontage:* Every building lot in the Conservation Subdivision shall have a minimum frontage of fifty (50) feet along a street providing access exclusively to the Conservation Subdivision and situated entirely within the Conservation Subdivision.



3. Animated, moving, flashing, and noise making signs are prohibited. Changeable electronic message board signs are prohibited in all zoning districts.
4. No sign or related outdoor lighting fixture shall be so placed as to focus light directly into any oncoming traffic or any street or into any window of any residence that abuts or is in the immediate vicinity of the fixture.
5. In the C-IV and Residential districts, a sign, if lighted, shall be illuminated with lights by indirect method only with no light placed within the sign.
6. Except in the C-I, CII, CIII, and Industrial districts, if specifically approved by the Planning Board, no sign shall be illuminated between the hours of eleven (11) p.m. and seven (7) a.m.

7.8 Pre-Existing Signs

A. Legally Pre-Existing Signs

Any sign located within the Town of Londonderry on the date of adoption of this Ordinance, which does not conform with the provisions of the Ordinance is eligible for characterization as a “legally preexisting” sign and is permitted, provided it also meets the following requirements:

1. The sign was covered by sign permit or variance on the date of adoption of this Ordinance if one was required under applicable law; or
2. If no sign permit was required under applicable law for the sign in question, the sign was in all respects in compliance with the applicable zoning law on the date of adoption of this Ordinance, and was in compliance with all other applicable Town ordinances or requirements.

B. Loss of Legal Non-Conforming Status

A legally preexisting sign shall immediately lose its legal preexisting status designation if:

1. The sign is altered in any way in structure or copy (except for changeable copy signs and normal maintenance);
2. The sign is relocated; or
3. The sign is replaced, other than replacing the sign in its exact original conditional and statements; or
4. The sign shall have been abandoned (See ~~Section [@@421]~~ **Section 8.2.**
5. The sign advertises or calls attention to any products, businesses or activity which are no longer carried on or sold, whether generally or at the particular premises; or
6. The sign shall not have been repaired or properly maintained within 60 days after written notice to that effect has been given by the Building Inspector; or
7. On the happening of any one of 1, 2, 3, 4, 5, or 6, the sign shall be immediately brought into compliance with this Ordinance with a new permit secured therefore, or shall be removed.

Introduced: 2/22/22
Public Hearing: xx/xx/22
Adopted: xx/xx/22

ORDINANCE 2022-02
AN AMENDMENT TO THE LONDONDERRY ZONING
ORDINANCE RELATIVE TO PORTABLE STORAGE

WHEREAS on June 15, 2020 the Town Council approved Ordinance 2020-02 relative to the location and duration of portable storage structures throughout Town; and

WHEREAS the Zoning Administrator has proposed an amendment that clarifies the authority of the Zoning Board of Adjustment to regulate the duration that portable storage structures are permitted to remain on a property; and

WHEREAS the Planning Board has voted to recommend Town Council adoption of the proposed amendment;

NOW THEREFORE BE IT ORDAINED by the Town Council of the Town of Londonderry that the Zoning Ordinance shall be amended as posted.

To become effective upon passage of this Ordinance.

John Farrell, Chairman
Londonderry Town Council

A TRUE COPY ATTEST:

Sherry Farrell - Town Clerk
x/xx/xx

Town Seal

5.15 Portable Storage Structures

5.15.1 Portable Storage Structures in the AR-I District

- A. Portable storage structures may be permitted by Special Exception of the Zoning Board of Adjustment in the AR-I District providing that the general requirements of Section 8.1.5.1 and the following criteria are met:
1. There must be no more than one portable storage structure per property.
 2. The portable storage structure must be no larger than ten feet wide, twenty feet long, and 10 feet high.
 3. The portable storage structure shall be located to the side or rear of the principal structure on the property.
 4. The portable storage structure shall be set back a minimum of 15 feet from any side or rear lot lines, and 40 feet from any front property line
 5. The portable storage structure shall be set back a minimum of five feet from the nearest wall of a building.
 6. The portable storage structure shall be required to be placed on a paved, concrete, other appropriate impervious surface, or be placed on blocks.
 7. The Zoning Board of Adjustment may impose additional conditions such as appropriate screening, landscaping, fencing or other requirements that it deems necessary to protect the character of the neighborhood.
 - 7.8. The Applicant shall state what length of time a portable storage structure will remain on the property. The Zoning Board of Adjustment may approve or limit the length of time a portable storage structure may remain on the property.
- B. Portable storage structures associated with construction at a property where a building permit has been issued are permitted for the duration of construction activities on the property and shall be removed from the property within fourteen days of the issuance of a certificate of occupancy. Portable storage structures associated with construction are exempt from Section 5.15.1(A).
- C. All portable storage structures shall be maintained in good condition and free from evidence of deterioration.

5.15.2 Portable Storage Structures in Commercial Districts

The use of portable storage structures is allowed in the Commercial Districts under the following conditions:

- A. There must be no more than one portable storage structure per property unless otherwise approved as part of a site plan
- B. The portable storage structure must be no larger than ten feet wide, forty feet long and 10 feet high.
- C. A portable storage structure shall not remain at any property in excess of six (6) consecutive months, unless otherwise approved as part of a site plan.
- D. The portable storage structure shall be set back a minimum of 30 feet from any side or rear lot lines, and 60 feet from any front property line.

Michael Malaguti

From: Michael Malaguti
Sent: Monday, February 14, 2022 8:31 PM
Subject: Update - 114 Pillsbury Road

Good evening,

Please be advised the Londonderry Conservation Commission is anticipated to address this topic at their meeting on February 22, 2022 at 6:30 p.m. in the Community Room at the Londonderry Police Department.

The Londonderry Town Council is expected to address this topic at their meeting on the same night in the Moose Hill Town Council Chambers at Town Hall, beginning at 7:00 p.m. I do not anticipate either body will invite presentations from applicants, although each body typically receives limited public comment in their meetings.

Lastly, would you please advise me if you **do possess** a pesticide applicator license in New Hampshire?

Sincerely,

Michael J. Malaguti
Acting Town Manager

Lease of 114 Pillsbury Road

Applications Received

Applicant	Experience growing apples	Existing operation proximal to parcel	Pesticide license	Existing insurance	Notes	Contact info
Moose Hill Orchards	yes	yes	yes	yes	Existing lessee. Well-established Londonderry orchard. Continue apple production and farming. Public access per conservation easement, not to interfere with agriculture operations.	macksorchards@gmail.com
Ortiz/Doucette	no	no current operation	no	no	Local couple involved in Wildcats/LAFA. Intend to continue u-pick, community activities. Public access for u-pick, events, so long as no disruption to farming.	jdoucette922@aol.com
Forrest	no	no current operation	no	no	Grew up in town, intends to farm more naturally including free frange chickens, grow pumpkins, Christmas trees, bees, add farm stand, public parking. Prohibit public entry to orchard.	forrestgarrett8@gmail.com
Geary Farm	no	Chester	no	yes	Farm 1 acre plot in Chester, farm stand and CSA. Intend to continue u-pick, add chickens, hold community events. Add fruit trees and bird habitat. Public access for u-pick, community events, and marked areas open to the public.	gearyfarmsnh@gmail.com
Sambataro	no	no	no	no	Local resident, avid gardener. Intends to add community garden, farmer's market. Public access through existing trail system.	anthonyambataro@gmail.com
ReGenerative Roots	no	Hudson & Nashua	?	yes	501(c) (3) managing community farms, "local food hubs," and associated farm to school programs. Intend to develop property into community farm with diverse programming. Continue u-pick at least 3 days/wk. Donate food to food banks. Much of the work will be done by student interns/volunteers. No public access in 2022. Long term, public access during events, u-pick, a 1-2 acre educational edible garden which will be open year roud, and walking paths.	andrewmorin@hotmail.com
Sunfox Farm	no	Canterbury	no	yes	Currently hosts 3 sunflower festivals supporting local vendors. Intend to plant a lavender field in a natural, pesticide-free way. Add 2 acre parking lot, festival area, and apiary. Public access only during "peak bloom."	gregpollock@sunfoxfarm.org
Kory & Nick Brennman	no	no current operation			Research to determine best methods for small acreage farming in regards to soil and water conservation. Chicken and duck care. Donate excess food. 90% of area to be open for public access.	kbrennman@mansd.org, nbreland45@gmail.com
Garden Gym LLC	no	no current operation	no	no	Produce and sell organic produce, also offering nutrition counseling, fitness, and environmental stewardship. Experience learning about and teaching agricultural practices.	produce@gardengym.com, julietteenfield@gmail.com
Nathaniel Pepe	no	no	no	no	Grew up in town, intends to "reap the bounty of the orchard and tend to it as best he can." Ducklings, frog pond, possibly a "little lodge." No public access.	tripetra703@gmail.com
Tiger Lily Terrafarming, LLC	no	no	no	no	Maintain orchard and utilize space to grow small fruits, vegetables, and herbs. Evaluate "intercropping." Partner with "NH Gleans" to support food pantries, soup kitchens, senior centers, and after-school programing to combat food insecurity. No public access except for CSA or u-pick.	jessica.e.newnan@gmail.com
Victory Women of Vision	no	no	no	yes	Nonprofit strengthening immigrant and refugee families settling in NH. Intend to use space for socializing and sharing cultures, farming and growing vegetables. Public access only with staff/volunteers.	victorywomen12@gmail.com

RESOLUTION 2022-03

A Resolution Relative to the
Acceptance of Unanticipated Revenue Under RSA 31:95-b

First Reading: 02/22/22
Second Reading: Waived
Adopted: 02/22/22

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

WHEREAS the Town has been awarded \$3,480.62 in litigation settlement funds; and

WHEREAS these funds are required to be spent on mitigating the opioid epidemic, and the Town plans to utilize such funds to enter into an agreement with Greater Derry Community Health Services Inc. to provide services through social media programming related to education, prevention and recovery from substance misuse.

NOW THEREFORE BE IT RESOLVED by the Londonderry Town Council to accept \$3,480.62 as unanticipated revenue for the fiscal year ending June 30, 2022 to be used for the purposes stated above.

John Farrell - Chairman
Town Council

(TOWN SEAL)

Sharon Farrell - Town Clerk

A TRUE COPY ATTEST:

02/22/2022



Office of the Town Manager
Michael J. Malaguti • Acting Town Manager
268B Mammoth Road, Londonderry, NH 03053
mmalaguti@londonderrynh.org • (603) 432-1100 x151

John Farrell, Chairman
Londonderry Town Council

Town Manager's Report – February 22, 2022

Mr. Chairman:

I am pleased to submit my first report as Acting Town Manager. The purpose of this report is to update the Council and the public on my activities, and the activities of the Department Heads and their Staff, during the last reporting period.

I. Resident Contacts

One of the Town Manager's most important duties is to interface with the public to provide information and receive feedback. During this reporting period, I spoke with residents about the following topics:

- 1) I met with Forest Hills owners in their clubhouse with Assessor Steve Hamilton to discuss updated tax assessments, and to provide assistance with abatements.
- 2) I met with a resident who is concerned about the school district and the school district deliberative session. I provided information about these separate forms of government and other explanatory information.
- 3) I spoke with a resident who has ongoing concerns about a junkyard operating in town.
- 4) I provided guidance to the Town Moderator about political signs on Town property (see attachment 1).
- 5) I spoke with a resident who believes the Conservation Commission meetings should be recorded.
- 6) I spoke with a resident who has concerns about the Granite Ridge Energy tax abatement cases.
- 7) I provided information to a commercial real estate broker who inquired about the Exit 4A TIF district and the zoning of the "WC-12" parcel.

- 8) I spoke with a resident requesting that the Town consider increasing the veteran's tax credit (see below).

II. Other Activities and Pending Matters

The following is a summary of other pending matters for the Council and the public's information:

1. Forest Hills Assessments

Town Assessor Steve Hamilton and I met with residents on February 10 to answer questions and to provide information about the assessment and abatement process. The deadline for any town resident to file an abatement is March 1.

We are in the information gathering stage of responding to residents' concerns. This stage of the process will include outreach to each resident in the development, and a request to inspect each residence. Once these inspections have taken place, we will be in a better position to determine whether abatements or corrections are warranted.

Steve Hamilton will provide an update at the February 22 Town Council Meeting.

2. Veteran's Tax Credit

A resident contacted me requesting that the Town consider increasing two of the veteran's tax credit that are offered. Currently, the Town offers three veteran tax credits: (1) the disabled veteran credit, currently maxed out \$4,000; (2) the "all veterans" credit, currently set at \$500; and (3) the "optional" veterans credit, also set at \$500. Under state law, the Town could, by action of the Council, increase both the \$500 credits to \$750.

The Town is currently granting more than 900 all veterans and optional veterans exemptions, for a total credit of approximately \$462,000. We estimate that increasing both exemptions to \$750 would cost approximately \$231,000 and add approximately four cents to the tax rate.

3. Water Quality & PFAS

The State held a Southern New Hampshire Cancer Public Information Meeting on January 27 addressing the possible effect of PFAS contamination on cancer rates in this region. DHHS has data on cancer rates in Londonderry, and has not concluded at this time, based on a review of this data, that there are unexpectedly high rates of certain cancers in Londonderry. However, DHHS encourages residents who are comfortable doing so to reach out to DHHS to report incidences of cancer that may be helpful in determining whether to conduct more extensive studies in Londonderry. These reports can be made to DHHSccrt@dhhs.nh.gov, or to 603-271-4949.

On February 2 the State held an informational meeting to report on the results of a study conducted by the Agency for Toxic Substances and Disease Registry (ATSDR) which evaluated the possible health impacts of consuming PFAS-contaminated water.

A recording of the cancer informational meeting, and the ATSDR report, are available on the "PFAS Task Force and Information" section of the Town's website.

4. *Woodmont Commons Fiscal Impact Study*

The Town has received a draft Annual Fiscal Update to determine whether Woodmont Commons maintained cumulative fiscal neutrality as required by their development agreement from July 2020 through June 2021. The analysis determined that Woodmont Commons has maintained cumulative fiscal neutrality, and no additional payments to the Town are required.

5. *Stonehenge Traffic Concerns*

On February 2, members of the Town staff, including myself, met with representatives of the New Hampshire Department of Transportation to discuss improvements to the NH Route 28 and Stonehenge intersection, which has been problematic from a traffic and safety standpoint. DOT presented two alternative options, a signalized intersection, and a roundabout. An additional, follow-up meeting is planned with Town staff before a public informational meeting in the spring. The minutes of the February 2 meeting are attached as "attachment 2."

6. *Old Home Day 2022*

Town staff met on February 3 and February 14 to discuss preliminary arrangements for OHD 2022. Booth rental, sponsor forms, and parade invites have been posted to the Old Home Day Committee page on the Town's website, and on the Town's Old Home Day Facebook page. The information can also be accessed via the Town's Facebook page.

A public meeting will take place on March 16, 2022 at 6:00 p.m. in the Moose Hill Town Council Chambers. All members of the public, and specifically those interested in volunteering to participate in planning this event, are encouraged to attend or reach out to the Town if they cannot attend but still want to participate.

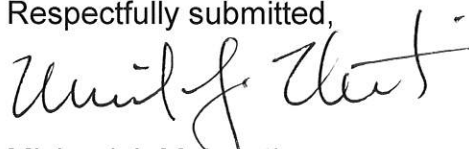
7. *Annual Report*

The 2021 Annual Report is now available on the Town's website. A further announcement will be made when the printed copies become available.

8. *Lion's Hall*

I have been working with the Lion's Hall to renegotiate their lease with the Town to better address maintenance costs of this aging Town building. These discussions have been productive and I hope to have a proposal for a revised arrangement soon.

Respectfully submitted,



Michael J. Malaguti
Acting Town Manager

ATTACHMENT 1

From: Michael Malaguti
Sent: Thursday, February 17, 2022 3:01 PM
To: Jonathan Kipp <jkipp@londonderrynh.org>
Subject: RE: [Londonderry, NH] Political Signs Question

Jonathan:

Here is a memo that I drafted in 2020 speaking to this issue. In short, the signs across from MT have been there at election season in exactly the same location for as long as I have worked in Londonderry. You will see several things from the memo:

- 1) Signs are permitted in the right of way on a state road (such as Mammoth Road) provided there is no traffic or safety issue;
- 2) The Town has the authority not to allow signs as the landowner; and
- 3) The Town has long declined to exercise such authority along roadways absent a traffic or safety issue. It is my understanding this practice long predates my August 2020 memo but, regardless, it has been the Town's written approach since at least that time.

Note, Londonderry Police Department also posted my memo on facebook in 2020.

Please feel free to disseminate my memo and my response to your inquiry as you deem appropriate.

Mike

Michael J. Malaguti
Acting Town Manager
Town of Londonderry
603-432-1100 x 151



Town of Londonderry
Michael J. Malaguti - Assistant Town Solicitor
268B Mammoth Road - Londonderry, NH 03053
tel: (603) 432-1102 – mmalaguti@londonderryhnpd.org

TO: William Ryan Hart, Jr., Chief of Police
FROM: Michael Malaguti
DATE: August 13, 2020
RE: Political Advertising

With Election Day approaching, Londonderry Police Department has received several inquiries on this topic. The purpose of this memorandum is to set forth the law regarding political signs.

Private Property

Political signs may be placed on private property with the consent of the owner. RSA 664:17. Signs placed on private property without the owner's consent may be removed. Id. An owner of private property would be entitled to remove some, but not all, of the signs placed on his or her property because an owner may consent to some, but not all, of the signs placed on his or her property.

Public Property and Public Rights-of-Way

Under the same statute, "No political advertising may be placed on any public property including highway rights-of-way without the owner's consent." Id. Most town roads are "rights-of-way," which means the town holds an easement for public travel, but the abutting property owners own the underlying property to the center line of the road. In general, town rights-of-way are fifty feet wide.

Under this scenario, the owners of the underlying property could with respect to political signs exercise the rights of owners of private property set forth above (i.e., to remove signs). If the private property owner consents (or does not object) to the placement of signs, the Town has the separate right to remove signs to which it does not consent from its right-of-way. This right is discretionary and not mandatory. See id. ("Political advertising placed on or affixed to any public property may be removed by state, city, or town maintenance or law enforcement personnel.") (Emphasis supplied.)

Notwithstanding its right to remove political advertising from any Town right-of-way, it is the Town's policy not to remove political advertising from Town rights-of-way unless the advertising obstructs the safe flow of traffic.

It should be noted that political signs are not permitted on utility poles or highway signs.

State Roads

Political advertising may be placed within state-owned rights-of-way as long as the advertising does not obstruct the safe flow of traffic and the advertising is placed with

the consent of the owner of the land over which the right-of-way passes. Id.

Unauthorized Removal

No person is permitted to “remove, deface, or knowingly destroy any political advertising which is placed on or affixed to public or any private property except for removal by the owner of the property, persons authorized by the owner of the property, or a law enforcement officer removing improper advertising.” Id.

ATTACHMENT 2

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
BUREAU OF HIGHWAY DESIGN**

CONFERENCE REPORT

PROJECT: LONDONDERRY 41715
NH ROUTE 28/STONEHENGE ROAD INTERSECTION IMPROVEMENTS

DATE OF CONFERENCE: February 2, 2022, 9am

LOCATION OF CONFERENCE:

Londonderry Town Hall, Planning Department Conference Room

ATTENDED BY:

John Trottier, Town of Londonderry
Colleen Mailloux, Town of Londonderry
Michael Malaguti, Town of Londonderry
Jason Ayotte, NHDOT

Dan Prehemo, NHDOT
Gerry Bedard, NHDOT
Hannah Gibson, NHDOT

SUBJECT: Initial Alternatives Review

NOTES ON CONFERENCE:

The progress meeting was scheduled with the Town of Londonderry to share the project's status, review data collection, and present the alternatives explored to date. After brief introductions, G. Bedard provided an overview of the project, history, existing conditions, and considerations of the alternatives design. The purpose of the project is to improve the NH Route 28 and Stonehenge intersection operations and capacity, and address safety. The Team provided a review of the traffic, safety, and geometric concerns of the alternatives design. Specific items of discussion include:

- A. Traffic – the existing and design year traffic conditions identify Stonehenge Road leg failing during the peak hours. The design team is proposing to include a 15% reduction for NH 28 northbound and southbound design year traffic volumes to account for the expected effects of the Exit 4A construction project (interchange and connection to NH 102). Currently, the Bureau of Traffic is reviewing the design team's assumptions and expected to be complete before the next Public Informational meeting. No concerns were expressed with the current approach.
- B. Safety – the crash history consists of rear-end, right-angle, and side swipes consistent with intersection movements. During the Public Informational Meeting in October, 2020, The Town identified concerns due to the Stonehenge Road approach vertical geometry.
- C. Data Collection – the design team is actively working to complete the data collection efforts. G. Bedard presented the existing and anticipated constraints affecting the alternative designs.

- a. Environment: There are several anticipated impacts to the tributary to Beaver Brook, and sensitive wetland resources. Bureau of Environment will be delineating wetlands, assessing stream crossings, and performing studies to identify vernal pools and sensitive species. The team has met with the Water Quality Program Manager and identified a reasonable location in the upland adjacent to the wetland east of NH 28.
 - b. Cultural Resources: The Clark property has been identified as a potential historic resource, and initial Phase 1A and potential Phase 1B will need to be investigated in summer, 2022.
- D. Alternatives Review – The design team presented the two (2) reasonable alternatives anticipated for the project, which include a signalized intersection and roundabout. The discussion focused on the geometrics, layout, and issues expected for each alternative. Both alternatives result in property impacts (approximately 12 Parcels) and impacts to approximately 5-6 driveways.
- a. Signalized Intersection – The signalized intersection improves the Stonehenge Road level of service from F to C, however, introduces delay for NH 28 and reduces the LOS from A to C. The delay for NH 28 is expected with the addition of a traffic signal. A major concern and reason for the project is to improve safety for the Stonehenge Road approach, which the signalized intersection will satisfy. G. Bedard identified the challenges of the alternative, which consist of:
 - i. The vertical geometry proposed to improve the intersection will have an adverse impact on the driveways for the parcels north of the intersection. Both driveways are in the intersection area and will present difficulties due to the widenings expected for NH 28 NB Left Turn Lane and NH 28 SB Right Turn lane.
 - ii. The posted and design speed for this project is 45 mph. The deceleration for the auxiliary lanes (NB left turn and SB right turn) needs to be designed accordingly, which extends the limit of work to the south of the Beaver Brook tributary culvert along NH 28. Once stream assessments are completed by Bureau of Environment, an alternatives analysis will be needed for the Beaver Brook tributary culverts.
 - b. Roundabout – The Department’s current practice is to evaluate roundabout alternatives for each warranted signal. Initial advantages of the roundabout alternative are reducing the length of improvements for NH 28, introduces traffic calming for the 45 mph speed zone, and reduces severe crash types compared to signalized and unsignalized intersections. The levels of service are comparable to the signalized intersection alternative, and the geometric and site constraints are also similar to the signalized intersection. The design team evaluated the existing constraints within a 3-dimension model, as well as a 2D exercise to locate the preferred roundabout location based upon the results of the 3D evaluation. Overall, the length of the NH 28 improvements is expected to be less with the roundabout alternative, therefore, resulting in reduced impacts and costs compared to the signalized

alternative. In addition to developing a preferred location, the Department will review right turn lane geometry and length for the NH 28 SB and Stonehenge Road approaches.

- E. Open Discussion – In general, the options were received well by the Town. Based on initial costs, and impacts, the roundabout alternative could be favored over the signalized concept. The Design Team needs to refine the estimated costs, further evaluate the “preferred” location and roadway geometry and assess impacts to environmental resources and right-of-way. A follow up meeting with Town staff will be scheduled prior to the Public Informational Meeting.
 - a. Clark Property – Access was reviewed for both, and the roundabout alternative may offer the property better access and avoid driveways within the queue and deceleration lanes.
 - b. Auxiliary Right Turn Lane (NH 28) – The Department analyzed the alternatives with and without the NH 28 SB Right Turn Lane (onto Stonehenge Road). For the roundabout option, the level of service increased from E to C by including the turn lane. Consequently, the right turn lane is recommended, and further geometric review is needed to assess the roundabout entry and delineation, length, grade, and driveway impacts.
 - c. Bicycles & Pedestrians – Currently there are no facilities on NH 28, however the Rail Trail parallels the NH 28 corridor. The Town explained that the rail trail is the priority corridor for bicycles and pedestrians in this area. As part of the design process, the Department will review the project with the Active Transportation Engineer.
 - d. Scope – The original project was scoped as a signalized intersection when added to the NH Ten Year Plan (TYP). There are no plans or estimate available to review scope, roadway limits, and costs identified for the TYP.
 - e. Budget – The preliminary costs estimates exceed the current budget, resulting from designing for a 45 mph speed, and addressing grading, water quality and drainage elements. The Town asked if Emergency Relief Funds through Governor’s Office for Emergency Relief and Recovery (GOFERR) were available. The Department will review if GOFERR funds are available and how these funds could be applied to a project.
- F. Schedule – the following schedule is dependent on alternatives concurrence and acceptance by the Town at the currently planned April Public Informational Meeting.
 - a. Natural Resource Meeting – February/March, 2022
 - b. Public Informational – April, 2022
 - c. Alternatives & NEPA – Summer, 2022
 - d. Public Hearing – Fall/Early Winter, 2022

Submitted by:

NHDOT

JMA/jma

NOTED BY: GRB, DLP

cc: Attendees, File

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LONDONDERRY TOWN COUNCIL MEETING MINUTES

1 February 7, 2022

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 Jim Butler, Tom
7 Dolan, and Deb Paul; Town Manager Kevin Smith; Assistant Town Manager Lisa Drabik;
8 Assistant Town Solicitor Mike Malaguti; Executive Assistant Kirby Brown.

9
10 CALL TO ORDER

11
12 Chairman Farrell called the Town Council meeting to order at 7:00 PM. This was followed
13 by the Pledge of Allegiance. This was followed by a moment of silence for the public works
14 department who is out there making sure the roads are ready and keeping everyone in the
15 community safe.

16
17 PUBLIC COMMENT

18
19 Mike Martinet, 24 St Andrews Way, Forest Hills, stated that he is happy to live here and
20 pay his share. As a 55+ HOA member we pay for our snow plowing and maintenance.
21 Martinet state that these communities should be provided the same level of service.

22
23 Bruce Burgess, 8 St Andrews Way, Forest Hills, stated that he wrote a report to the
24 Committee and he didn't see any of that in presentation. Chairman Farrell stated that all of
25 his questions have been forwarded to the Town Manager and Town Solicitor. They met
26 with the Assessor and he will be addressing them this evening.

27
28 Councilor Dolan stated that he attended the pre-grand opening of Jersey Mikes Sub Shop
29 in the Shaw's plaza. Councilor Dolan recommended they come and introduce themselves
30 to the Town Council.

LONDONDERRY TOWN COUNCIL MEETING MINUTES

PUBLIC HEARING

NONE

NEW BUSINESS

Chairman Farrell stated that he is moving around the agenda a bit.

Assistant Town Manager Lisa gave the Council an updated about the second seat on the PFAS Study Commission. Drabik stated that the town has two seats on the Commission. The Council has already appointed Councilor Dolan to serve on that appointment. The second seat is not appointed by Council, but instead, it is appointed by the Senate President. This person needs to be involved in a drinking water related organization. Drabik stated that some feelers were put out, and Ron Dunn, a resident, has stepped up. He has taken an interest in PFAS issues since 2017. The Council gave the go-ahead.

Town Assessor, Steve Hamilton, gave a presentation. See attached. Hamilton stated that he would like to wait for questions until the end.

The Council expressed their concerns for the reevaluations. Hamilton went over the abatement process. Councilor Paul stated that she doesn't think it's fair for these residents to sit and go through this because of an issue that could have taken place in the system. Hamilton stated that he is committed to meeting with all of the residents and going through everything.

Town Solicitor Mike Malaguti explained with a Dillon Rule State is. Malaguti stated that it is contrasted with a Home Rule State where municipalities have all powers that they would like to have that are not inconsistent with State Law or the State Constitution. New Hampshire is not this way. In New Hampshire, municipalities have only the powers that are granted by the legislatures. Among those powers is the Elderly Tax Exemption. It's narrowly defined by State Statute. Malaguti stated that we can't decide to create another exemption.

Chairman Farrell stated that 55+, when a developer comes in and wants to build one, the

LONDONDERRY TOWN COUNCIL MEETING MINUTES

68 requirement to build one, is that you have to build your own infrastructure, but it doesn't
69 have to be built to town spec. So if you build your road, it is not built the same way a town
70 road would be built. That's why in these communities, you pay for plowing, that's part of
71 what the developer signs up for when they build your home.

72

73 Chairman Farrell reminded people to vote in March, when most of their money is spent.

74

75 Bruce Burgess, 8 St Andrews Way, Forest Hills, stated that he wrote two pages of
76 assessments that weren't read. Burgess stated that he wrote the evaluation on eighteen
77 homes, all similar in design. There were two homes that had ninety-seven-thousand-dollar
78 difference. It's a 23% difference.

79

80 Councilor Paul asked what happens if everything isn't completed by April. Malaguti stated
81 that it is a state deadline. Hamilton stated that it has to be done by that date.

82

83 Peter Lison, 38 Sawgrass Cr, asked if the assessed values are higher than what someone
84 paid, and it's market value, are we saying the assessment is unreasonable because it's above
85 market value. Chairman Farrell stated that is what Hamilton will figure out.

86

87 Hamilton stated that he will work with all of the residents to understand ways he can help
88 in this process and encouraged everyone to file an abatement process and why there are
89 differences there.

90

91 Janet Huttula, 5 Stony Point, stated that she doesn't have any stake in this but she has lived
92 in a few different communities who have had this issue and when you find an error, there is
93 legal remedy if it has happened in years past. '

94

95 Chad Franz, 1 Sunflower Lane, suggested to residents who have an issue, to talk with our
96 local Senator and Representatives to see if there is a way to fix some of the state law for
97 additional tax benefits.

98

99 Chairman Farrell asked Hamilton to give an update at the next Council meeting on February
100 22nd.

101

LONDONDERRY TOWN COUNCIL MEETING MINUTES

102 The Council conducted Energy Efficiency Task Force interviews. Councilor Paul stated that
103 it is nice to see so many people step up and suggested that we amend the original Resolution
104 so we can have five full-time and three alternates. This way there can be subcommittees and
105 we can go after more funding, and look at different areas of energy. Councilor Paul stated
106 that she would like to be the Councilor on the Committee. The Council decided that
107 Councilor Paul would be the Chair. The Council interviewed those members who applied.

108

109 Vice Chairman Green motioned for six full-time members and two alternates. Councilor
110 Dolan stated that Ron Dunn expressed interest in the board as well. Chairman Farrell stated
111 that there will be three alternates. Vice Chairman Green motioned for Martha Smith, Doug
112 Thomas, Bob Pitre, Kevin Foley, Ron Dunn and Mike Speltz as full-time members; and
113 Susan Furey, Ray Breslin and Richard Darveau as alternates. Second by Councilor Butler.
114 Chair votes 5-0-0.

115

116 Assistant Town Manager Drabik went over the next steps for the Town Manager position.
117 Drabik stated that Kevin Smith, and the Council, would like to move up the separation date.
118 Drabik stated that today, February 7, is Kevin's official separation date. Drabik asked the
119 Council to pay out Kevin's accrued time and make the contributions to his retirement,
120 waiving paragraph four. Motion made by Councilor Dolan and second by Councilor Butler.
121 Chair votes 5-0-0. Drabik introduced Resolution #2022-01, a Resolution promoting Michael
122 Malaguti to Acting Town Manager. Motion to approve Resolution #2022-01 made by Vice
123 Chairman Green and second by Councilor Butler. Chair votes 5-0-0.

124

125

OLD BUSINESS

126

127

NONE

128

129

APPROVAL OF MINUTES

130

131 Motion to approve the Town Council minutes from January 24, 2022 made by Councilor
132 Dolan and second by Councilor Butler. Chair votes 5-0-0.

133

134 Chairman Farrell stated that the Council signed off on warrants and the vote that took place
135 after the Deliberative Session on article #17 which was 5-0-0, was corrected to 4-1-0.

LONDONDERRY TOWN COUNCIL MEETING MINUTES

136

APPOINTMENTS

137

138 Motion to appoint Mitch Feig to a full-member on the ZBA made by Vice Chairman
139 Green and second by Councilor Paul. Chair votes 5-0-0.

140

141

ADJOURNMENT

142

143 Motion to adjourn made by Vice Chairman Green and second by Councilor Dolan. Chair
144 votes 5-0-0.

145

146	Notes and Tapes by:	Kirby Brown	Date: 2/07/2022
147	Minutes Typed by:	Kirby Brown	Date: 2/12/2022
148	Approved by:	Town Council	Date: 2/22/2022

Assessing Department Presentation

to the

Londonderry Town Council

February 7, 2022

Presentation Goals

- Answer some of the questions raised at the January 25 meeting.
- Provide information to the Town Council regarding concerns expressed by some owners of 55+ unit owners.
- Examine the available sales data over the past several years for this type of property.
- Review the Assessing Department procedures/responses to all taxpayers that express concern over their property assessment.
- Review available tax deferrals for those 65 years or older or disabled.

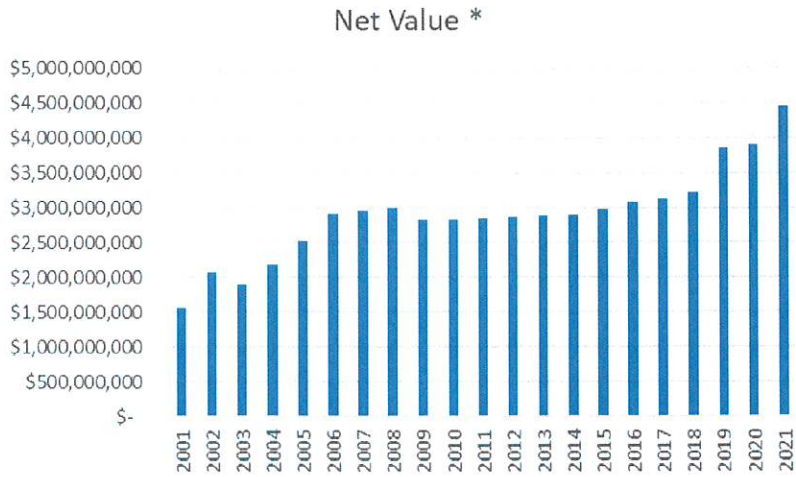
General Assessing/Revaluation Questions

- What are the Guidelines/Formula to assess property?
 - All property with very few exceptions are assessed at their market value. Market value is determined by buyers and sellers in the open marketplace.
 - The standard for market value assessment is a range of assessment/sale ratios of between 90% and 110%, with an average dispersion of less than +/- 20%.
 - This standard of market value applies to 55+ units as well as other property.
 - The exceptions to market value are generally homes located in a commercial/ industrial zone and land that is enrolled in the state "current use" program.
- Why are the assessments of previously constructed units similar to newly constructed units?
 - The interaction between buyers and sellers is the fundamental driving force that establishes value, as they set the prices that all units transact at.
 - While some physical depreciation accumulates, the impact on value is determined by the buyers and sellers and is sensitive to the balance between supply and demand.

General Assessing/Revaluation Questions

- Is it standard practice to assess property without an inspection visit?
 - In some revaluations a full inspection of every property is completed.
 - Most revaluations are completed as statistical updates without an inspection of every property.
 - Most communities have a cyclical inspection program that has all properties inspected over a reasonable period of time. Here in Londonderry we have a program that inspects all property over a five year period (20% per year).
- What was the average assessment rate over the last 5-years?
 - Revaluations and the assessments they reveal are tied to the performance of the real estate market at that time.
 - The chart on the following page shows that overall the town Net Value is \$1.5 Billion higher now than in 2016, approximately 45% higher overall.
- What was the average assessment rate over the last 2-years?
 - The chart on the following page shows that overall the town Net Value is \$.588 Billion higher now than in 2019, a little more than 15% higher overall.

20 Year Net Assessment Performance



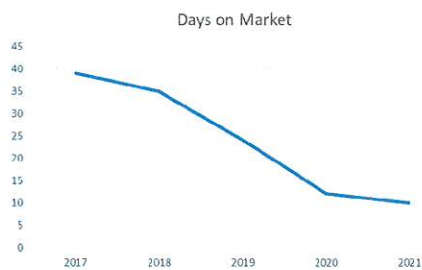
* Local Assessed Value Less Exemptions and Utility Value. Sourced from Londonderry town reports.

General Assessing/Revaluation Questions

- Why did the schedule of revaluation change from 5 years to 2 years?
 - In response to the significant increase of assessed values in 2019, the Town Council decided that it would be better to make more incremental changes on a more regular basis than to wait for 5-years to elapse.
 - Many cities and towns have adopted this more advanced schedule, as market value changes can be more readily implemented.
 - These would include increases or decreases depending on market activity.
- What impact did increased material costs have in the revaluation?
 - There is a minor cost adjustment for increased component costs.
 - The overwhelming increase in value is due to the significant demand for property, including 55+ units.
- Could the property value increase be spread over two years?
 - When the town undertakes a revaluation, there can only be an effective date of April 1 of that tax year. The full impact of that revaluation is realized with the final notice of tax for that year (the December tax bill).

Performance of Market for 55+ Units

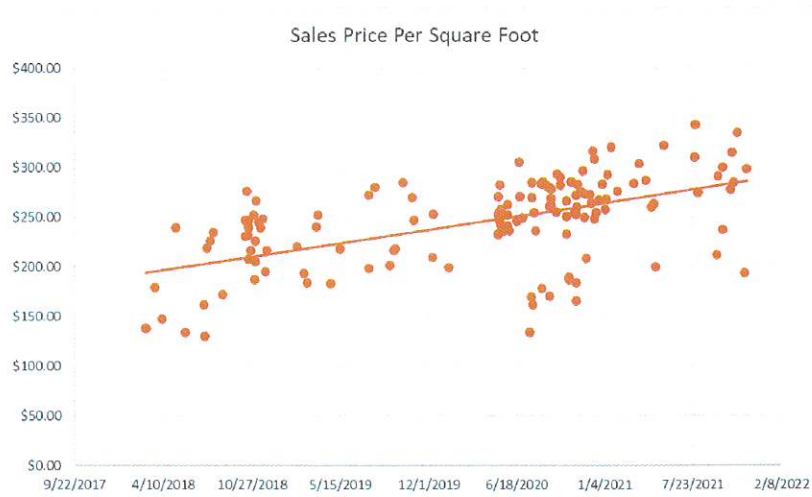
- There has been a very significant increase in the demand for all residential housing units in Southern New Hampshire generally and Londonderry specifically.
- This increase is not exclusive to 55+ unit developments, but importantly includes that subset of property.
- Days on Market is an important gauge of demand. Below are condo average days on market in Londonderry and total condo units sold in the last 4 calendar years.
- Demand trends were established prior to current Pandemic.



55+ Unit Sale Performance Per Square Foot

- Sale price divided by square feet of living area is displayed over time:
 - Shows a large increase in activity in 2020.
 - Shows a large increase in prices per square foot.
 - Identifies a significant trend to higher values.
- Pricing varies from development to development.
- Shows an overall trend toward higher pricing per square foot.

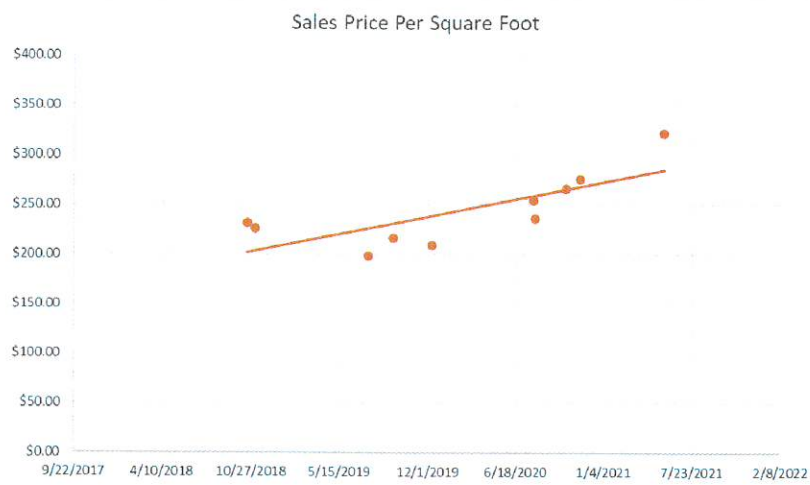
All 55+ Unit Sales 1/1/18 to Present



Sale Performance in Complexes

- The following slides show the sales within individual complexes.
- Each slide shows a fairly consistent increase in value and activity.
- Complexes with few sales have less reliable indications.
- The eight sales occurring in Forest Hills are shown on slide 17.
- The three smaller complexes of Sugar Plum, Forest Hills and Parish Hills have been combined on slide 18 to show the most reliable indication of performance.

Buttrick Village



Harvest Village



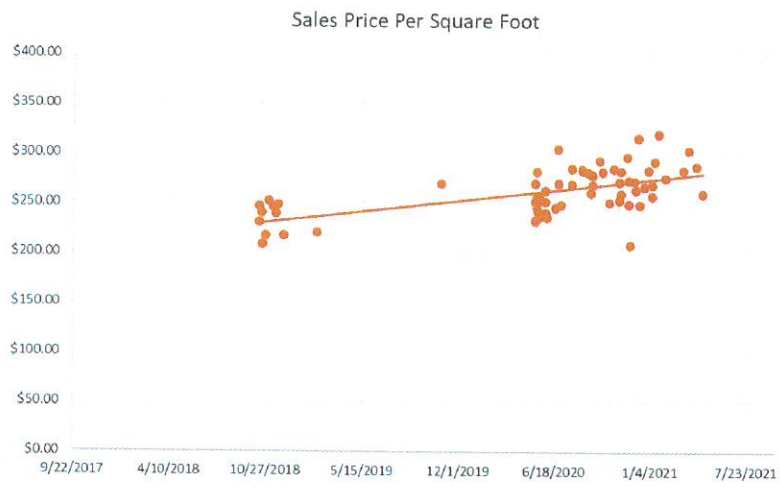
Whittemore Estates I & II



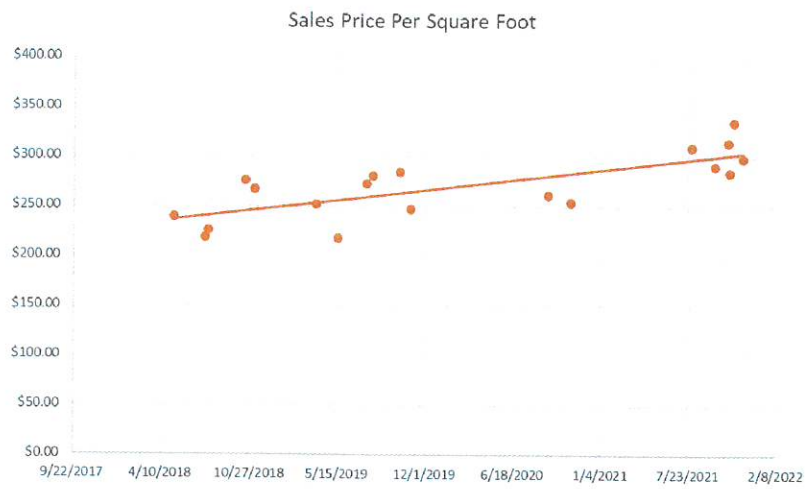
Hickory Woods



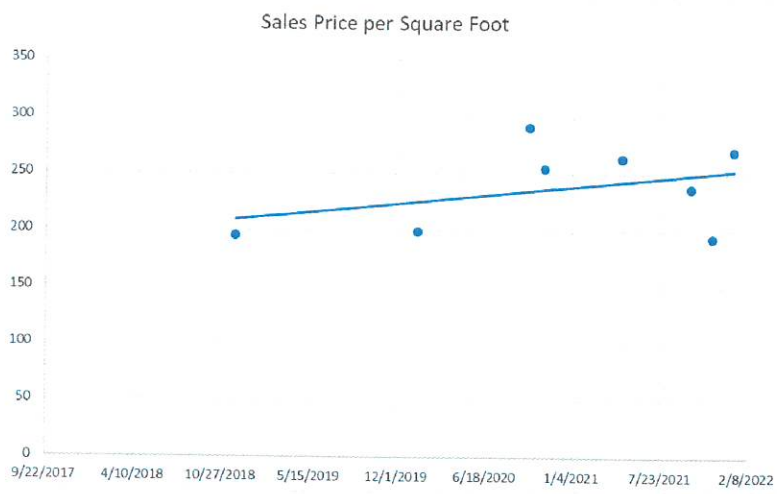
Cross Farms



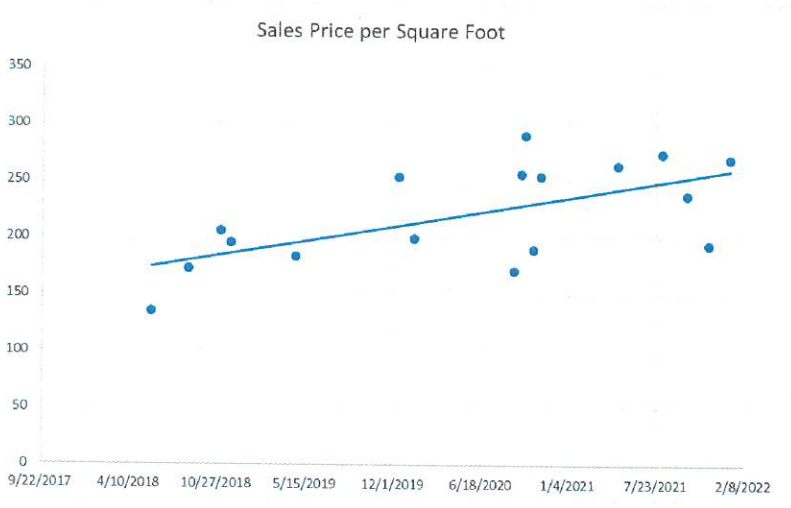
The Nevins



Forest Hills



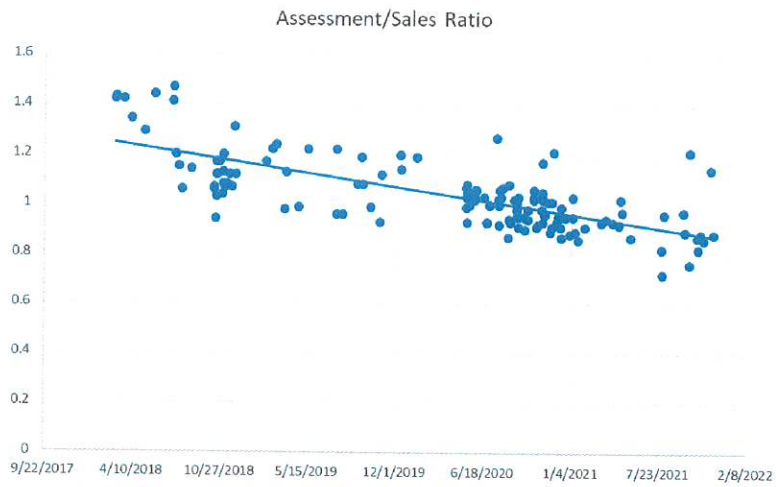
Sugar Plum, Forest Hills & Parish Hills



Assessment Performance 55+ Units

- The following page shows the performance of the assessments of 55+ units over the last several months, plotting the assessment/sales ratio for each sold unit.
- Ratios are a way to measure how closely the value estimate is to market value:
 - 1.00 means the assessment is equal to market value.
 - Over 1.00 means the assessment is higher than market value.
 - Less than 1.00 means the assessment is lower than market value.
- There is always dispersion of the resulting ratios, with the goal of having it be less than +/- 20%.
- Goal is that median overall ratio should be between .90 and 1.10.

Ratio Study Results 55+ Units



Assessment Performance 55+ Units

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- There is always dispersion of the resulting ratios, with the goal of having it be less than +/- 20%.
- Goal is that median overall ratio should be between .90 and 1.10.

Assessing Department Procedures

- We provided notices to every taxpayer in August of 2021 informing them of the revaluation result for their property.
- We invited them to participate in informal hearings, providing extensive opportunity for all taxpayers to get answers to property value questions and correcting data errors resulting in many revisions/corrections.
- After tax billing the remedy for taxpayer concerns is the abatement process, allowing for a close examination of concerns raised.
- Processing abatements includes examination of physical description information on each property, and may involve a property inspection.
- When receiving any question from taxpayers they are encouraged to submit an abatement request, and we offer assistance as well.

Assessing Department Procedures

- Abatement requests need to be made in writing, signed by the taxpayer, and either presented to the Assessing Department or mailed first class postage by March 1, 2022
- The town must answer each abatement request, and there is a deadline for that answer of July 1, 2022. We strive to provide answers as quickly as possible and have already begun processing.
- After analysis of each individual abatement claim, a recommendation is presented to the Town Council for action.
- If denied or if granted but at a value higher than taxpayer believes is correct, appeal may be made to either NH Board of Tax and Land Appeals, or Rockingham County Superior Court, but not both.
- Appeal deadline of abatement decisions is September 1, 2022.

RSA 72:38-a Tax Deferral

- I. Any resident property owner may apply for a tax deferral if the person:
 - (a) Is either at least 65 years old or eligible under Title II or Title XVI of the federal Social Security Act for benefits for the disabled; and
 - (b) Has owned the homestead for at least 5 consecutive years if the person qualifies as an elderly applicant, or has owned the homestead for at least one year if the person qualifies as a disabled applicant; and
 - (c) Is living in the home.
- The assessing officials may annually grant a person qualified under this paragraph a tax deferral for all or part of the taxes due, plus annual interest at 5 percent, if in their opinion the tax liability causes the taxpayer an undue hardship or possible loss of the property. The total of tax deferrals on a particular property shall not be more than 85 percent of its equity value.

RSA 72:38-a Tax Deferral

- The application and instructions for requesting deferral are available online at the Assessing Department webpage.
- The process may require additional information to assure that sufficient equity exists to defer taxes. Information regarding ability to pay may be requested to confirm that the applicant meets the statutory standards.
- Some or all of the taxes may be deferred, but only on the home in which they reside.
- Designed by legislature to allow taxpayers access to the equity in their homes in order to meet potentially increasing tax burdens.
- May be paid anytime, but usually when sold or when estate is settled.
- Can be used for balances after elderly or disable exemption applied.

Questions?