

**STATE OF NEW HAMPSHIRE**  
**SUPERIOR COURT ROCKINGHAM COUNTY**  
**AMENDED COMPLAINT FOR DECLARATORY AND INJUNCTIVE RELIEF**

**AMENDED COMPLAINT (Exhibit A)**

**Docket No. 218-2026-CV-00085**

**Al Salvatore Brandano and Joseph Cacciatore, Pro Se. individually and on behalf of similarly situated voters and taxpayers of the Kensington and East Kingston School District,**

*Plaintiffs,*

**v.**

**Kensington School Board; East Kingston School Board; Dr. Christopher Andriski in his official capacity as Superintendent of SAU 16; and SAU 16,**

*Defendants.*

**AMENDED COMPLAINT FOR DECLARATORY AND INJUNCTIVE RELIEF**

**INTRODUCTION**

1. “This action is brought by Plaintiffs Al Salvatore Brandano and Joseph C. Cacciatore, individually and as representatives of similarly situated registered voters and taxpayers of the Kensington and East Kingston School District who signed or supported the citizen petition and who were denied their statutory and constitutional right to have the article placed on the warrant.” This action arises from Defendants’ unlawful denial of a citizen-petitioned warrant article seeking a study of the escalating costs of education at Kensington and East Kingston Elementary School (KES -EKI). The denial was based solely on an administratively imposed “close of business” deadline that has no basis in RSA 197:6, RSA 40:13, or any other statute.

2. By blocking this No Cost article pursuant to RSA 195:18 from the ballot, Defendants deprived voters of their constitutional rights of oversight and participation in school district governance, in violation of Part I, Articles 8 and 38 of the New Hampshire Constitution.
3. In direct response to that denial, it appears voters in the Kensington School District rejected the proposed FY2027 KES operating budget and the teacher salary/benefit contracts at the March 2026 election. The District is now operating under the default budget. This creates ongoing compliance issues under RSA 32:10, I(e), which prohibits transfers of funds to purposes that voters deleted, reduced to zero, or did not approve. The controversy therefore remains live, and meaningful relief is still available.

#### **JURISDICTION AND VENUE**

4. This Court has jurisdiction pursuant to RSA 491:7 and RSA 491:22.
5. Venue is proper in Rockingham County because the Kensington School District and East Kingston School District are located in Rockingham County and the acts complained of occurred here.

#### **PARTIES**

6. Plaintiff Al Salvatore Brandano is a registered voter and resident of Kensington, New Hampshire, and a signer of the petition at issue.
7. Plaintiff Joseph Cacciatore is a registered voter and resident of East Kingston, New Hampshire, and a signer of the petition at issue.
8. Defendant Kensington School Board is the elected governing body of the Kensington School District and is responsible under RSA 197:6 for inserting properly submitted petitioned warrant articles.

9. Defendant East Kingston School Board is the elected governing body of the East Kingston School District and is responsible under RSA 197:6 for inserting properly submitted petitioned warrant articles.
10. Defendant Dr. Christopher Andriski is sued in his official capacity as Superintendent of SAU 16. He initially rejected the petition on behalf of the Districts.
11. Defendant SAU 16 is the administrative unit that provides services to both the Kensington and East Kingston School Districts.

## **FACTUAL ALLEGATIONS**

12. The Kensington School District and East Kingston School District operate under the SB2 (Official Ballot Referendum) process pursuant to RSA 40:13 and are part of SAU 16.
13. The deadline for submitting petitioned warrant articles under RSA 197:6 was not later than 30 days before the deliberative session or March 10, 2026, whichever was earlier — making the statutory deadline January 13, 2026.
14. On January 13, 2026, at 10:31 p.m. and 10:41 p.m. respectively, Plaintiffs and other voters electronically submitted the petitioned warrant article to the Superintendent and SAU 16. The petition bore the required number of valid signatures and concerned a No Cost study pursuant to RSA195:18 to evaluate the consolidation of Kensington and East Kingston elementary schools and related funding issues.
15. The petition was timely (submitted before midnight on the cutoff date) and fully compliant with RSA 197:6 in format and content.

16. The Superintendent rejected the petition, on behalf of the School Boards stating it was untimely because it was received after 5:00 p.m. on the cutoff date. No statute, duly adopted rule, or published policy imposes a 5:00 p.m. cutoff. RSA 197:6 sets only a date-based deadline.
17. Plaintiffs appealed to the Kensington and East Kingston School Boards, which refused to insert the article, claiming they had “no authority” to do so — directly contrary to RSA 197:6’s mandate that the school board “shall insert” compliant petitions.
18. The citizen-petitioned warrant article sought a study and recommendations regarding the rapidly escalating costs of education at Kensington and East Kingston Elementary School.
19. In an apparent direct response to the denial, voters at the March 2026 election rejected the proposed FY2027 KES operating budget and the teacher salary/benefit contracts. This vote demonstrated the community’s strong view that the issues raised in the denied petition required urgent attention.
20. As a result, the Kensington School District is now operating under the default budget. Any attempt to fund “new contract items” or other rejected purposes through line-item transfers would violate RSA 32:10, I(e) and circumvent voter intent.

**COUNT I – Violation of RSA 197:6 and RSA 40:13 (Improper Denial of Citizen-Petitioned Warrant Article)**

21. Defendants erroneously rely on *Cardinal Development Corp. v. Town of Winchester Zoning Bd. of Adjustment*, 157 N.H. 710 (2008), asserting that the terms “presented” and “submitted” in RSA 197:6 and RSA 40:13 carry the same meaning as “filed” in the zoning context. This analogy is misplaced. RSA 197:6 uses the broader term “presented,” which is intended to facilitate citizen participation in the warrant process.

22. Defendants' reliance on *Claveau v. Stark*, 109 N.H. 149 (1968), is inapposite. That case involved a statute that expressly referenced office hours for physical filings with the Secretary of State. In contrast, RSA 197:6 contains only a date-certain deadline with no mention of any time-of-day cutoff. When the legislature intends to impose a specific hour deadline (such as 5:00 p.m. or close of business), it does so expressly. In the absence of such language, legal practice defaults to midnight on the due date — as seen in Superior Court Electronic Filing Rule 6 and Supreme Court Rule 9(d). Defendants' unilateral imposition of an unannounced "close of business" cutoff is therefore inconsistent with both the statutory text and established legal norms for date-only deadlines.

23. Absent any statutory or duly adopted local rule imposing a "close of business" cutoff, the default deadline for a date-only submission is midnight. *See* Superior Court Electronic Filing Rule 6 and Supreme Court Rule 9(d). RSA 294-E:18 further supports electronic acceptance. Defendants' unilateral after-hours cutoff therefore violates RSA 197:6 and RSA 40:13.

#### **COUNT II – Violation of Due Process and Fair Notice (N.H. Const. Part I, Art. 15)**

24. Defendants' enforcement of an unannounced "close of business" requirement deprives citizens of fair notice and due process. The governing statutes are silent as to any time-of-day cutoff, and Defendants admit no local rule or policy was ever adopted or published imposing such a restriction.

25. Citizens cannot reasonably be expected to comply with a procedural barrier that is not stated in the statute or any publicly available rule. This arbitrary enforcement violates Part I, Article 15 of the New Hampshire Constitution.

#### **COUNT III – Violation of Voter Rights and Participation (N.H. Const. Part I, Articles 8 & 32 and Part II, Article 5)**

26. By denying a timely and properly presented citizen petition on the basis of a non-statutory administrative deadline, Defendants substantially burdened the fundamental rights of voters to participate in school district governance, to petition for redress of grievances, and to enjoy free and equal participation in the democratic process.
27. These rights are protected by Part I, Article 8 (right to instruct representatives), Part I, Article 32 (right to petition), and Part II, Article 5 (free and equal elections) of the New Hampshire Constitution.
28. The voters' subsequent rejection of the FY2027 KES budget and teacher contracts at the March 2026 election further demonstrates the substantial public importance of the issues raised in the denied petition and confirms that the controversy remains live.

#### **COUNT IV – Breach of Fiduciary Duty and Circumvention of Voter Will**

29. As elected officials and public servants, Defendants owe a fiduciary duty to the voters and taxpayers of the Kensington and East Kingston School District to act in good faith, follow statutory procedures, and respect the expressed will of the electorate.
30. By denying the citizen-petitioned warrant article on a non-statutory ground, Defendants prevented voters from addressing escalating costs at Kensington and East Kingston Elementary School through the official democratic process.
31. In direct response, voters rejected the FY2027 KES operating budget and teacher contracts. This rejection was a clear expression of voter concern over the very issues raised in the denied petition.

32. Defendants' actions have forced the District to operate under the default budget while creating ongoing pressure to fund rejected purposes through line-item transfers, thereby circumventing voter intent in violation of RSA 32:10, I(e).

33. These actions constitute a breach of fiduciary duty and undermine the purpose of the SB2 process and RSA 197:6.

**COUNT V – Ongoing Violations of RSA 32:10, I(e) (Default Budget Compliance)**

34. Plaintiff repeats and re-alleges paragraphs 1 through 33 as if fully set forth herein.

35. RSA 32:10, I(e) prohibits any transfer or expenditure of funds for a purpose that voters deleted, reduced to zero, or did not approve in a separate warrant article.

36. Because voters rejected the FY2027 KES budget and teacher contract articles, those purposes are deemed ones for which “no appropriation is made.”

37. Any attempt by Defendants to fund rejected purposes through line-item transfers during the default budget period would violate RSA 32:10, I(e) and directly contravene the expressed will of the voters of Kensington and East Kingston.

38. This violation is ongoing and was caused, in substantial part, by Defendants' earlier unlawful denial of the citizen petition.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs respectfully request that this Court:

a. Declare that Defendants' denial of the citizen-petitioned warrant article based on a non-statutory “close of business” deadline violated RSA 197:6, RSA 40:13, and Part I, Articles 8 and 38 of the New Hampshire Constitution;

- b. Declare that the Kensington School District's operation under the default budget, and any proposed expenditures or transfers related to the rejected FY2027 KES budget and teacher contracts, must strictly comply with RSA 32:10, I(e); now or in the future.
- c. Order Defendants from using non-statutory procedural barriers that impair citizens' petition rights in future cycles;
- d. Order the parties to participate in good-faith mediation or, in the alternative, enter into a Stipulated Agreement whereby the Kensington and East Kingston School Board agrees to place the Plaintiffs' citizen-petitioned warrant article (or a substantially similar article) on the warrant for the next annual Kensington and East Kingston School District meeting (or an earlier special meeting if mutually agreed), so that the voters of Kensington and East Kingston may have a meaningful opportunity to consider and vote on this critical issue;
- e. Award Plaintiffs reasonable attorney's fees and costs; and
- f. Grant such other and further relief as the Court may deem just and equitable.

Dated: March 29, 2026

Respectfully submitted,

Al Salvatore Brandano Al Salvatore Brandano, Pro Se

/s/ Joseph Cacciatore Joseph Cacciatore, Pro Se

### **VERIFICATION**

We, Al Salvatore Brandano and Joseph C. Cacciatore, verify under penalty of perjury that the foregoing is true and correct to the best of our knowledge.

Al Salvatore Brandano Dated: March 29, 2026

Joseph C. Cacciatore Dated: March 29, 2026

WHEREFORE, Plaintiffs respectfully request that the Court grant this Motion to Amend Complaint and accept the Amended Complaint for filing.

Dated: March 29, 2026

Respectfully submitted,

Al Salvatore Brandano Al Salvatore Brandano, Pro Se

/s/ Joseph Cacciatore Joseph Cacciatore, Pro Se

**Certificate of Service**

I hereby certify that on this 29<sup>th</sup> day of March, 2026, a true copy of the foregoing Motion to Amend Complaint together with the attached Proposed Amended Complaint (Exhibit A) was served via [email / U.S. Mail] upon opposing counsel at the following address:

Soule,Leslie, Kidder, Sayward, & Loughman 220 Main St. Salem NH 03079

Email: Owen Graham ...Ograham@Soulefirm.com, Gorden Graham ... Graham@Soulefirm.com

/s/ Al Salvatore Brandano Al Salvatore Brandano, Pro Se