

**TOWN COUNCIL AGENDA**  
**March 14, 2022**  
**Moose Hill Council Chambers**  
**7:00 P.M.**

**A. CALL TO ORDER**

1.) **Town Council Reorganization**

**B. PUBLIC COMMENT**

2.) **Part-Time Retiree Insurance Discussion**  
**Presented by Chief Bill Hart**

**C. PUBLIC HEARING**

**D. NEW BUSINESS**

1.) **Re-Appointment of Tax Collector**

**E. OLD BUSINESS**

**F. APPROVAL OF MINUTES**

**Approval of February 22, 2022 Town Council Minutes**

**G. APPOINTMENTS/REAPPOINTMENTS**

**H. OTHER BUSINESS**

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

**I. ADJOURNMENT**

**J. MEETING SCHEDULE**

- A. **Town Council Meeting 03/28/2022**  
**Moose Hill Council Chambers, 7:00 PM**

Sidebar Agreement Between  
the  
Town of Londonderry  
and  
Londonderry Police Employees Association

Effective July 1, 2020

WHEREAS, the Town of Londonderry (“Town”) and the Londonderry Police Employees Association (“Union”) are parties to that certain collective bargaining agreement with a period running from July 1, 2020 through June 30, 2023 (the “Contract”); and

WHEREAS, the said parties now desire to amend the Contract.

NOW, THEREFORE, the Town and the Union agree as follows:

1. To modify ARTICLE 3 RECOGNITION to add the following position and associated job description to the list of positions for which the Union is the exclusive bargaining agent:
  - Vehicle Technician
2. To modify APPENDIX A: FY21 Wage Table as follows:
  - To remove the existing Wage Table Line for Animal Control Officer which would start at \$19.94/hour and end at \$28.37/hour in the current FY21 Wage Table, and instead replace it with a single hourly rate of \$30.60/hour (which is inclusive of the FY21 COLA);
  - To add a Wage Table Line for the Vehicle Technician, with an hourly rate of \$30.60/hour (which is inclusive of the FY21 COLA).
  - To add, under the “Coordinator Assignment” section of the Wage Table, “Records Coordinator,” with an accompanying “Coordinator Assignment Increase” of 4%.
3. To accept the job description for the part-time position of Vehicle Technician attached as Exhibit A to this Sidebar Agreement.
4. To strike Article 11 HOURS OF WORK AND OVERTIME Section 1(f) in its entirety and to replace it with the following:

g. The Conservation Ranger, Animal Control Officer and Vehicle Technician will work as Regular Part-Time Employees with an assigned schedule of M-F, 10:00 AM — 2:00 PM, and thus, a 20-hour workweek. However, it is anticipated and agreed that such hours may change based upon the seasonal needs related to the position, including weekend hours when necessary. Due to the nature of the positions, it is understood and agreed that the Conservation Ranger, Animal Control Officer, and Vehicle Technician may work less than 2 hours at a time on any given day, and as such, the Town has no obligation to pay the Conservation Ranger, Animal Control Officer, or Vehicle Technician for a “2-hour minimum.” Note also that the Conservation Ranger, Animal Control

Officer, and Vehicle Technician shall not work more than 1,352 hours in a calendar year, and in no event shall they work more than 40 hours in any given workweek unless pre-approved by the Chief of Police or his designee. The Conservation Ranger, Animal Control Officer, and Vehicle Technician shall only be paid overtime in the event that they work in excess of 40 hours on their Conservation Ranger, Animal Control Officer, or Vehicle Technician duties, as the case may be, in any given workweek.

5. To strike Article 15 OUTSIDE WORK DETAILS Section 2 in its entirety and to replace it with the following:

The Conservation Ranger, Animal Control Officer, and Vehicle Technician will be permitted to work outside details at the discretion of the Chief of Police or his designee. He/she will only be offered an outside work detail after all other permanent qualified sworn personnel have had an opportunity to accept or decline a detail and before a detail is sent "out of town" to be filled. The Conservation Ranger, Animal Control Officer, and Vehicle Technician will be paid a detail rate of \$50/hour regardless of the amount billed to the vendor.

6. To strike Article 17 INSURANCE Section 9 in its entirety and to replace it with the following:

9. Medical Insurance Payments for Certain (Retired) Regular Part-Time Employees:

9.a. Upon their re-hire, the Town will agree to pay the difference between the total applicable monthly medical premium cost of a Regular Part-Time employee's retiree insurance premium and the retiree's cost which shall be equal to the amount of the medical subsidy paid by the New Hampshire Retirement system for the following narrow class of Regular Part-time employees in the Union: Employees who have worked 20+ years for LPD in a Group II capacity who retire but return to work in a Regular Part-Time position covered by the Union, who elect to enroll in one of the Town's retiree insurance plans and who qualify for the NHRS medical subsidy (meaning, such employee was active (actively contributing) or retired as of June 30, 2000 AND was an active Group II member at the time of retirement AND retired under one of the following provisions: (1) a Service Retirement with a minimum of 20 years of Group II creditable service; or (2) a Service Retirement at age 60 with no minimum service required; or (3) an Ordinary Disability Retirement (non-duty related) or (4) a Disability Retirement as the natural and proximate result of injuries suffered while in the performance of duty, assuming such retiree became a member of Group II before July 1, 2005). If such Regular Part-Time employees covered by this Section 9 opt to participate in the retiree Lumenos plan and are eligible to contribute to a health savings account (HSA), the Town will contribute, during the first full pay period of July of each fiscal year, the following amounts to the employee's HSA: \$1,000 for single coverage or \$2,000 for two-person or family coverage. The Regular Part-Time employees covered by this section shall only be entitled to one such HSA contribution made by the Town during each fiscal year; in other words, if an employee receives an HSA contribution as a full-time employee prior to his/her retirement and subsequent return to work as a Regular Part-Time employee covered by this paragraph 9, he/she shall not then be eligible for a second Town-provided HSA contribution as a retiree during the same fiscal year.

9.b. The (Retired) Regular Part-Time Employees covered by this Section 9 shall not be eligible for any Town-provided premium payments for retiree dental insurance.

9.c. The (Retired) Regular Part-Time Employees covered by this Section 9 shall not be eligible for any opt-out payment should they decide not to, or not be permitted to, enroll in the Town's retiree health insurance (for example, due to Medicare eligibility rules). For all intents and purposes, the (Retired) Part-Time Employees covered by this Section 9 remain subject to all applicable retiree insurance rules and regulations which may be promulgated by NHRS, the medical insurance provider, the federal government, and/or the state government.

7. To strike Article 18 SICK LEAVE Section 6 in its entirety and to replace it with the following:

6. The Conservation Ranger, Animal Control Officer, and Vehicle Technician will accrue sick time on a pro-rata basis, and such accrual rate will be based upon a 20-hour workweek. Upon leaving employment of the Town for any reason other than cause, the Conservation Ranger, Animal Control Officer, and Vehicle Technician shall be eligible for a pro-rated payment of accumulated sick leave as follows:

1-5 years of service (in such positions listed above): 5 workdays (20 hours)  
6+ years of service (in such positions listed above): 10 workdays (40 hours)

8. To strike Article 22 UNIFORM ALLOWANCE Section 4 in its entirety and to replace to replace it with the following:

4. Upon initial assignment to the position of Conservation Ranger, Animal Control Officer, or Vehicle Technician, each such employee will be issued the necessary uniform items required to serve in said capacity. In subsequent fiscal years, the annual uniform allowance for the Conservation Ranger, Animal Control Officer, and Vehicle Technician shall be \$400 for the purpose of cleaning and replacing worn and unserviceable clothing. Such uniform allowances shall be paid in the second pay period of July as a lump sum through payroll and are subject to applicable taxes and withholding.

9. To strike Article 23 VACATIONS Section 12 in its entirety and to replace it with the following:

10. The Conservation Ranger, Animal Control Officer, and Vehicle Technician will accrue vacation time on a pro-rata basis, and such accrual rate will be based upon a 20-hour workweek. Upon leaving employment of the Town for any reason other than cause, the Conservation Ranger, Animal Control Officer, and Vehicle Technician shall be eligible for payout accumulated vacation time; however, such payout shall not exceed the equivalent of 10 workdays (40 hours).

This Sidebar Agreement shall remain in full force and effect until such time as a successor agreement has been signed. In all other respects, the Union and the Town hereby ratify and reaffirm the Contract.

For:


Londonderry Police Employees  
Association:

Town of Londonderry



Garrett M. Malloy  
President

6/18/20  
Date



Kevin H. Smith  
Town Manager

6/18/2020  
Date

**Add Exhibit A, Vehicle Technician Job Description**



## *Town of Londonderry*

268B Mammoth Rd

Londonderry, NH 03053-3416

Website: [www.londonderrynh.org](http://www.londonderrynh.org)

March 14, 2022

Pursuant to RSA 41:33, we the undersigned members of the Londonderry Town Council hereby reappoint Allison M. Parsons of 7 Acropolis Avenue, Londonderry, New Hampshire as Tax Collector for the statutory term of one year which shall run from April 1, 2022 to March 31, 2023. The annual salary for said position shall be sixty-four thousand dollars (\$64,000).

The complete terms of the appointment are set forth in the Tax Collector Agreement executed herewith.

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John Farrell, Town Council

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Joe Green, Town Council

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Jim Butler, Town Council

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Debra Dell'Orfano Paul, Council

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Chad Franz, Town Council

Appointment Accepted.

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Allison Parsons



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 – March 14, 2022**

Mr. Chairman:

I am pleased to submit the following Town Manager's Report. 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 and Community Contacts***

One of the Town Manager's most important duties is to interface with the public to provide information and receive feedback, and to resolve resident concerns. The following is a summary of notable resident interactions and issues during the last reporting period:

- 1) I spoke with a resident who believes the Conservation Commission meetings should be recorded. This resident also complained about Londonderry Fire Department conducting water drawing drills near the Kendall Pond Conservation Area.
- 2) I corresponded with a resident who asked for clarification about the Town's election programming on local access television.
- 3) I corresponded with a resident about open positions at the police and fire departments. **See attachment 1.**

- 4) I participated in a zoom meeting with commercial real estate brokers interested in the Exit 4A Woodmont parcel (WC-12).
- 5) I provided information to a resident inquiring about the Town's policy for replacing mailboxes knocked over by Town DPW crews.
- 6) I provided resources to a renter facing eviction.
- 7) I contacted the NH Attorney General to assist in resolving a shooting complaint.
- 8) I continued to correspond with the Lions concerning their lease (see below).
- 9) I facilitated resolution of a noise complaint on Shasta Drive.
- 10) I facilitated issuance of a site plan amendment for a change of use at Londonderry Commons.
- 11) I did an interview with a nursing student for a school project.
- 12) I directed that the Town's mosquito control contract be put out to bid for the first time.
- 13) I corresponded with Londonderry's state senator and representatives concerning two matters of importance to the Town. **See attachment 2.**

## ***II. Other Activities and Pending Matters***

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

### *1. Election*

The 2022 local election occurred on March 8. The election, which saw a healthy turnout of more than 4000 voters, was a success as a result of a coordinated effort of the Town Moderator, Supervisors of the Checklist, Town Clerk, Deputy Clerk and Clerks' Assistants, election volunteers, DPW, Police, and Fire Departments, as well as the Town Council.

In advance of the election, I created a 20-minute Facebook video explaining the articles and encouraging participation in the election. Together with the Chairwoman of the Conservation Commission, I also authored a letter to the editor of the *Londonderry Times* explaining Articles 17 and 18 (the Gilcreast realty transaction).

Unofficial election results are posted on the Town's website and Facebook page, and are attached to this report.

### *2. Forest Hills Assessments*

The Town received 38 abatement applications from residents of the Forest Hills community. 33 units have had full interior and exterior inspections. Follow



up inspection requests will be sent to the 5 units that filed abatement applications but which did not reply to the first request.

Assessor Steve Hamilton anticipates having some conclusions and abatement recommendations ready for the Council in April.

### 3. *Veteran's Tax Credit*

As I previously reported, 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 (\$0.04) to the tax rate. The Finance Director has costed out incremental increases to these exemptions. **See attachment 3.**

### 4. *Water Quality & PFAS*

I am happy to report that Article 5 on the Town ballot passed, authorizing an appropriation of \$100,000 for the Town to perform a cost of service study to determine the feasibility of a town-wide public water system. I am also happy to report that through the efforts of the Assistant Town Manager and me, we have secured grant funding of \$50,000 to offset this amount. The Town is working with DES to finalize the grant award.

The Assistant Town Manager and I had a zoom meeting with Erin Holmes (Drinking and Groundwater Trust Fund Administrator) and Amy Rousseau (PFAS Remediation Loan Fund Administrator) of DES on March 7 to discuss ongoing cooperation between the Town and DES in pursuit of global solutions to Londonderry's water supply and quality problems.

We are planning to invite DES to a Town Council meeting in April or May to discuss these ongoing efforts.

### 5. *Old Home Day 2022*

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.

6. *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.

A meeting is planned in April between representatives of the Town and the Lions to discuss the terms of a revised lease.

7. *Moose Hill Orchards*

After a public solicitation process, I recommended to the Town Council and Conservation Commission that the Town lease the apple orchard at 114 Pillsbury Road to the current tenant, Moose Hill Orchards. Both bodies agreed and authorized me to enter into a lease on the same terms as the existing lease.

These leases are fully executed and take effect March 15, 2022, and run through November 24, 2022. **See attachment 4.**

Moose Hill Orchards is seeking a longer term lease commencing next season. I am seeking the Council's direction on their request. **See attachment 5.**

8. *Auburn Road Landfill Superfund Site*

On March 2, 2022, I received an Operation and Maintenance Site Inspection report for this site. The last inspection occurred on September 10, 2021. The report concludes that only the most minor, corrective action is required, and that the site is functioning appropriately.

9. *Route 28 Resurfacing Project*

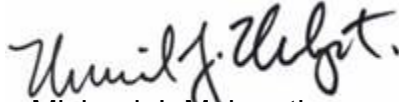
On March 8 I was notified by NH DOT of a planned resurfacing project along NH Route 28 from the Derry town line northerly to Mammoth Road in Londonderry. This project is scheduled to begin construction this spring and be completed by the fall of 2022. This will "involve various pavement treatments and the replacement/installation of guardrail sections as needed within the project limits. Traffic control will involve the use of one-lane, alternating two-way traffic, lane shifts, and shoulder closures where necessary to complete the work, supplemented with flaggers or uniformed officers with vehicles."

10. *Recreational Project Grant*

The New Hampshire Division of Parks and Recreation is accepting applications for a Land and Water Conservation Fund grant for the development

of recreation facilities for public outdoor use. This grant requires a fifty percent Town match. Applications are accepted through April 29, 2022. **See attachment 6.**

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Michael J. Malaguti". The signature is written in a cursive, flowing style.

Michael J. Malaguti  
Acting Town Manager

**ATTACHMENT 1**

## Summary of Open Budgeted Positions & Hires/Departures FY16 - Present (LFD and LPD)

<i>Fiscal Year</i>	<i>Department</i>	<i>Budgeted Open Positions (Snapshot in Time) During Budget Season for next Fiscal Year</i>	<i>Open Positions Budgeted</i>	<i>Summary of Hires and Departures (Retirements, Resignations, etc.) During Fiscal Year</i>
2016	20-Police	Patrol Officers - Open Position	1.0000	Hired 1 officer; 3 others left
2016	20-Police	TCO - Open Position	1.0000	Hired
2016	23-Fire	Firefighter or Firefighter/Medic - Open Position	.0000	Hired 4 FF; 1 other FF left
2017	20-Police	Patrol Officers - Open Position	1.0000	Hired 5 officers, 5 others left
2017	20-Police	Sergeants - Open	1.0000	Promoted 1 to Sgt.
2017	23-Fire	Firefighter or Firefighter/Medic - Open Position	3.0000	Hired 2 FF; 2 others left
2018	20-Police	Lieutenant (open position)	1.0000	Promoted 1 to Lt.
2018	20-Police	Patrol Officer (open position) (2 not included from grant)	3.0000	Hired 7 officers; 5 others left
2018	20-Police	SRO (open position)	1.0000	Hired
2018	20-Police	TCO (open position)	1.0000	Hired
2018	23-Fire	Firefighter or Firefighter/Medic - Open Position	2.0000	Hired 2; 1 other left
2019	20-Police	Prosecutor - Open Position	1.0000	Hired
2019	20-Police	Patrol Officer - Open Positions	4.0000	Hired 3; 5 others left
2019	23-Fire	Firefighter or Firefighter/Medic/Open Positions	.0000	Hired 3; 2 others left
2020	20-Police	Patrol Officer (Open Position)	2.0000	Hired 5; 3 others left
2020	23-Fire	TCO (open position)	1.0000	Hired
2020	23-Fire	Firefighter - SAFER GRANT	4.0000	Hired 5; 5 others left
2021	20-Police	Public Safety IT Coordinator	1.0000	Hired
2021	20-Police	Patrol Officer - Open Positions	4.0000	Hired 1; 5 others left
2021	20-Police	Patrol Officer - SRO	1.0000	Hired
2021	23-Fire	Firefighter or Firefighter/Medic - Open Position	2.0000	Hired 3; 5 others left
2022	20-Police	Patrol Officers - Open Positions	8.0000	Hired 9 thus far; 8 others have left
2022	20-Police	Telecommunications Operator/Records Clerk	1.0000	Hired

2022	23-Fire	Firefighter or Firefighter/Medic - Open Position	1.0000	Hired 3 thus far; 4 others have left
2022	23-Fire	Telecommunications Supervisor	1.0000	Hired
2023	20-Police	Patrol Officers (Open)	5.0000	
2023	20-Police	Telecommunications Officer/Records Clerk (Open)	1.0000	
2023	23-Fire	Firefighter or Firefighter/Medic - Open Position	6.0000	

## RE: FW: Analysis of Open Positions FY 16 - Present, LPD and LFD

Michael Malaguti

Fri 3/4/2022 4:31 PM

To: DANIEL BOUCHARD <dbouch8561@comcast.net>;

Dan,

Thank you for your email. I understand you are looking for this information in a different format than we have supplied. We *have* provided you with the “true budget and actuals,” understanding that the “true” number is different depending on when you are asking the question. In fact, the “true” number in one month or week may be different than the “true” number the next month or week. We could spend countless hours determining the “true” number in multiple different ways, each of which would be correct.

Here, you are requesting that we do the analysis differently. Because we have already provided you with 6 years’ worth of data, we respectfully decline to do additional analysis that merely looks at the same question a different way. We remain happy to sit down to discuss the matter with you. We also expect the matter to come up at the next Town Council meeting. Lastly, if there are existing documents you would like us to supply you, as opposed to doing complex analyses, we are happy to provide them.

Here is where we do agree. Any analysis—the one you prefer, or the one we performed—will show open PD and FD positions going back several years. I believe you will easily see from the “summary of hires and departures column” what a challenge it has been to hire to keep up with retirements and departures. It is a constant struggle of one step forward and two back.

I appreciate your anticipated understanding of our position.

Mike

**From:** DANIEL BOUCHARD <dbouch8561@comcast.net>  
**Sent:** Wednesday, March 2, 2022 5:00 PM  
**To:** Michael Malaguti <mmalaguti@londonderrynh.org>  
**Subject:** RE: FW: Analysis of Open Positions FY 16 - Present, LPD and LFD

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hi Mike,

I agree the information I received can make it confusing but not that much, it just needs clarification and broken down so one can see the true budgeted and actuals. That can be easily done using the spreadsheet I have attached.

We use this for budgeting to narrow in on specific budgeting issues. In this case it would be to determine the average head-count that is budgeted, the actual for that month and year. The Fringe that I am only looking at is the medical insurance that was budgeted and the actual that was expended. The fringe would also include things like sick time, uniforms and training for example that all impact the amount of money that is budgeted and is actually spent, but I am not asking for all that

just the average head-count and medical insurance using the spreadsheet I have attached is what I am requesting.

If you want to sit down I would be more than happy to do that.

Thank You  
Daniel Bouchard

On 03/01/2022 3:46 PM Michael Malaguti <[mmalaguti@londonderrynh.org](mailto:mmalaguti@londonderrynh.org)> wrote:

Dan,

The thing that makes this confusing is, we can't answer how many open positions there were "in 2021," because the number floats around throughout the year based on the factors discussed. We can tell you, at a moment in time, how many open positions there are. How we've tried to do that in this spreadsheet is by capturing the budgeted-for positions in January (when the budget is finalized), and then seeing during the fiscal year to which that budget pertains (July-June) hiring and separation activity. That's summarized in the column on the right.

As for your question about FY21 "23-Fire," I would say that after the budget was finalized in January of 2020, there were two open positions. Then during the course of the fiscal year running 7/1/20 through 6/30/21, five left, and three were hired. I believe the number is **four**, not **five**.

We'd be happy to sit down with you to go through this, and answer your questions, if you'd be interested. Just let me know.

Mike

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

**From:** DANIEL BOUCHARD <[dbouch8561@comcast.net](mailto:dbouch8561@comcast.net)>  
**Sent:** Monday, February 28, 2022 3:04 PM  
**To:** Michael Malaguti <[mmalaguti@londonderrynh.org](mailto:mmalaguti@londonderrynh.org)>  
**Subject:** Re: FW: Analysis of Open Positions FY 16 - Present, LPD and LFD

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Michael,

Than You for the information just need some clarification on the summary side of the spread sheet.

For example 2021 it says 23 Fire shows 2 open positions. But the town hired 3 and 5 others left. Does that mean in 2021 you had 5 firefighter or firefighter/medic positions open in 2021?



Just trying to understand this sheet.

Thank You

On 02/28/2022 12:32 PM Michael Malaguti <[mmalaguti@londonderrynh.org](mailto:mmalaguti@londonderrynh.org)> wrote:

Dan,

Per your request, attached in information about open positions. Please also see the HR Director's explanation below.

As to your other concern about health insurance for part time employees, I expect the Police Chief to address that matter at the next Council meeting.

I hope this helpful.

Mike

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

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**From:** Lisa Drabik  
**Sent:** Monday, February 28, 2022 11:48 AM  
**To:** Michael Malaguti <[mmalaguti@londonderrynh.org](mailto:mmalaguti@londonderrynh.org)>  
**Cc:** Justin Campo <[jcampo@londonderrynh.org](mailto:jcampo@londonderrynh.org)>  
**Subject:** Analysis of Open Positions FY 16 - Present, LPD and LFD

Mike, I have attached the spreadsheet requested after reviewing and organizing the raw data from Justin. A few things of note:

- The "Open Positions Budgeted" column is just a snapshot in time, which is why I have also included a summary column indicating how many in each position were hired, and also departed, at some point during each fiscal year. As you can see, we are in a constant state of hiring, and also battling normal attrition. Timing is also everything; it often the case that folks depart and others are hired to replace them during the fiscal year—but because of the timing, they would not be reflected in the "Open Positions Budgeted" column.
- FY 2021 was a "COVID year" and thus our hiring processes were somewhat curtailed.
- Finally, I have only included the PD/FD data here, as we always replace any departing Town Hall employee as fast as possible; we don't have the bandwidth to run without such positions.

Please let me know if you need anything else.

-Lisa

Regards,

*Lisa M. Drabik*

Lisa M. Drabik  
Assistant Town Manager/Personnel Director  
Town of Londonderry  
268B Mammoth Road  
Londonderry, NH 03053  
(603) 432-1100 x150

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**ATTACHMENT 2**



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

March 3, 2022

**VIA EMAIL ONLY TO:**

Senator Sharon Carson  
Sharon.Carson@leg.state.nh.us

Speaker Sherman A. Packard  
Sherman.packard@leg.state.nh.us

Representative Al. P. Baldasaro  
Al.baldasaro@leg.state.nh.us

Representative Tom Dolan  
Tom.Dolan@leg.state.nh.us

Representative David C. Lundgren  
Qtipnh@aol.com

Representative Betsy McKinney  
Betsy.Mckinney@leg.state.nh.us

Representative Douglas W. Thomas  
Doug.thomasnh@gmail.com

Representative Wayne D. MacDonald  
elephantsmarching@msn.com

**RE: The Town's positions on HB 1033 ("Prohibiting Recipients of State or Local Grants or Appropriations from Using Such Funds for Lobbying") and HB 1417 ("Property Tax Relief Act of 2022")**

Senator Carson, Speaker Packard, and Honorable Representatives:

Londonderry is monitoring the above-referenced legislation that is pending, or may soon be pending, before the House, Senate, or a committee thereof. I write to apprise you of Londonderry's interests in this legislation and ask for your consideration of the Town's position when casting your votes.

## **1. HB 1033 – Prohibiting Recipients of State or Local Grants or Appropriations from Using Such Funds for Lobbying.**

HB 1033 targets municipalities' reliance on the New Hampshire Municipal Association to be their eyes, ears, and voice in Concord. For eighty years, cities and towns like Londonderry have relied on NHMA's expertise for training on municipal issues as well as to monitor legislation, and to advocate for local interests at the state capitol. Specifically, NHMA regularly advocates on our behalf for local control and against unfunded mandates. It is hard to imagine why state legislators are seeking to punish NHMA, and, necessarily, the cities and towns it represents, for this work.

Not only does this bill seek to censor municipalities, it also is profoundly disrespectful to our residents and the local legislative process. In Londonderry, as in other municipalities, residents have direct control over the budget. In fact, at our annual deliberative session, voters may eliminate funding for NHMA dues, and make that action binding on the town. RSA 32:10, I(e). To my knowledge, they have never done so in Londonderry. This legislation wrests this authority from our residents and arrogates it to state legislators sitting in Concord. I respectfully suggest this is not the New Hampshire way.

It should also be noted that HB 1033 will raise local property taxes and make local government less efficient. We in Londonderry have carefully managed the size of our workforce. We provide services that are second-to-none, but we have intentionally maintained a lean workforce. If passed, HB 1033 would require us to increase the size of our local government by hiring additional staff to monitor legislation and participate in the legislative process. And it will distract us from our work in Londonderry.

Lastly, allow me to register a note of concern about the genesis of this legislation. It has been suggested in some quarters that taxpayers should not fund NHMA because not everyone agrees with its positions. This motivation does violence to our history and traditions. If NHMA's ideas are, in fact, not worthy of acceptance, the legislative process should be robust enough to ensure they do not gain the force of law. At least in America, the solution to bad ideas (and I do not for a second suggest that NHMA's ideas are bad) has never been to censor those ideas or to make it harder for those ideas to be heard. *See Abrams v. United States*, 250 U.S. 616, 630 (1919) (Holmes, J., dissenting) ("But when men have realized that time has upset many fighting faiths, they may come to believe even more than they believe the very foundations of their own conduct that the ultimate good desired is better reached by free trade in ideas—that the best test of truth is the power of the thought to get itself accepted in the competition of the market, and that truth is the only ground upon which their wishes safely can be carried out. That at any rate is the theory of our Constitution."). The solution has been to defeat those ideas on their merits.

I respectfully request that you oppose HB 1033.

## **2. HB 1417 – Property Tax Relief Act of 2022**

As you know, salary and benefits costs are among municipalities' most significant expenses. Among these costs is Londonderry's obligation to pay the significant employer share of the New Hampshire Retirement System contribution for our Group II (police and fire) employees. For the

current fiscal year, we have budgeted over \$3 million (or approximately 62 cents on the tax rate) to meet this obligation. (Additionally, the Town pays an employer share with respect to our Group I employees.)

There has been an ever-increasing burden on municipal employers and local taxpayers to fund the retirement system. The employer's share has steadily risen, from 7 to 8 percent as recently as 2000-2001, to 28.42% and 30.99% in 2020-2021 for police and fire respectively. On July 1, 2021, the rate further increased again to 33.88% and 32.99% for police and fire respectively, requiring Londonderry to raise an additional \$353,347 in property taxes, adding 7 cents to the tax rate for just the Town's Group II employees compared to the previous year's rates. This comes at a particularly difficult time for many of our taxpayers such as our senior citizens. Many Londonderry seniors have seen significant tax increases this year, owing to the demand for age-restricted housing, and the shifting of the tax burden from commercial real estate to residential.

While the Legislature has steadily shifted the burden of funding the New Hampshire Retirement System to Londonderry's taxpayers, you have a chance to begin to correct this troubling trend. The passage of this bill would potentially lower the property tax rate for our taxpayers by approximately 14 cents. This number reflects only the municipal side and does not include the property tax relief our residents would see from the education portion of the bill, which is likely well over \$1 million additional dollars of local tax relief.

On behalf of Londonderry and our taxpayers, I respectfully request that you support this bill, which would require a 7.5% state contribution and help to offset the major employer rate increase (and resulting local tax increase) that became effective July, 1, 2021.

Thank you for your attention and please do not hesitate to contact me to discuss either of these bills.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael J. Malaguti". The signature is written in a cursive, flowing style.

Michael J. Malaguti

cc: Town Council

**ATTACHMENT 3**

**Veterans' Tax Credit RSA 72:28**

<i>Current # of Credits: 811</i>		
Credit	Estimated Cost	Esimated Tax Impact
\$ 500.00	\$ 405,500.00	\$ 0.081
\$ 525.00	\$ 425,775.00	\$ 0.085
\$ 550.00	\$ 446,050.00	\$ 0.089
\$ 575.00	\$ 466,325.00	\$ 0.093
\$ 600.00	\$ 486,600.00	\$ 0.097
\$ 625.00	\$ 506,875.00	\$ 0.101
\$ 650.00	\$ 527,150.00	\$ 0.105
\$ 675.00	\$ 547,425.00	\$ 0.109
\$ 700.00	\$ 567,700.00	\$ 0.114
\$ 725.00	\$ 587,975.00	\$ 0.118
\$ 750.00	\$ 608,250.00	\$ 0.122

**All Veterans' Tax Credit RSA 72:28-b**

<i>Current # of Credits: 113</i>		
Credit	Estimated Cost	Esimated Tax Impact
\$ 500.00	\$ 56,500.00	\$ 0.011
\$ 525.00	\$ 59,325.00	\$ 0.012
\$ 550.00	\$ 62,150.00	\$ 0.012
\$ 575.00	\$ 64,975.00	\$ 0.013
\$ 600.00	\$ 67,800.00	\$ 0.014
\$ 625.00	\$ 70,625.00	\$ 0.014
\$ 650.00	\$ 73,450.00	\$ 0.015
\$ 675.00	\$ 76,275.00	\$ 0.015
\$ 700.00	\$ 79,100.00	\$ 0.016
\$ 725.00	\$ 81,925.00	\$ 0.016
\$ 750.00	\$ 84,750.00	\$ 0.017

**Combined - Veterans' Tax Credit**

Credit	Combined Estimated Cost	Esimated Tax Impact
\$ 500.00	\$ 462,000.00	\$ 0.092
\$ 525.00	\$ 485,100.00	\$ 0.097
\$ 550.00	\$ 508,200.00	\$ 0.102
\$ 575.00	\$ 531,300.00	\$ 0.106
\$ 600.00	\$ 554,400.00	\$ 0.111
\$ 625.00	\$ 577,500.00	\$ 0.116
\$ 650.00	\$ 600,600.00	\$ 0.120
\$ 675.00	\$ 623,700.00	\$ 0.125
\$ 700.00	\$ 646,800.00	\$ 0.129
\$ 725.00	\$ 669,900.00	\$ 0.134
\$ 750.00	\$ 693,000.00	\$ 0.139

*\* These are estimates based on the current information available. These figures are based on the 2021 MS-1 information and use the number of credits requested and the Town valuation from that form. The change of these numbers would impact the estimated tax impact either positively or negatively depending on what change occurs.*

*The current Tax Credit is \$500.*

*These calculation are for the credits mentioned above and do not include the Tax Credit for Service - Connected Total Disability RSA 72:35.*



**ATTACHMENT 4**

## LEASE AGREEMENT

THIS LEASE AGREEMENT is between the Town of Londonderry (“Lessor”), having an address of 268B Mammoth Road, Londonderry, New Hampshire, and Moose Hill Orchards, LLC f/k/a MHO Acquisition, LLC (“Lessee”), having an address of 230 Mammoth Rd., Londonderry, NH 03053.

### SECTION 1 - PROPERTY DESCRIPTION

1.0 The property leased under this agreement is approximately 5.01 acres of land identified as Tax Map 9 Lot 49-1 on a Subdivision Plan of Land entitled “Mammoth & Pillsbury Roads, Londonderry, NH” prepared by Eric C. Mitchell & Assoc. Inc., dated March 5, 2021, approved by the Londonderry, NH Planning Board on June 28, 2021, and recorded as Plan No. D-42486 on June 29, 2021 in the Rockingham County Registry of Deeds (the “Property”).

### SECTION 2 - GENERAL TERMS

2.0 The Lessor leases the Property to the Lessee solely for agricultural purposes, as defined below.

2.1 This lease shall commence on March 15, 2022 and shall end on November 24, 2022.

2.2 Rent of one dollar (\$1.00) payable in advance shall be due at the commencement of each lease term.

2.3 Lessee shall be entitled to the profits generated by Lessee’s activities on or from the Property, and shall be responsible for all income or business taxes assessed thereon. Pursuant to RSA 72:23, Lessee shall pay all properly assessed real and personal property taxes no later than the due date. Notwithstanding the foregoing, the parties agree and stipulate that lessee’s maintenance of the Property pursuant to this Agreement will satisfy any obligation of Lessee to pay property taxes to Lessor.

### SECTION 3 – LESSEE’S USE OF THE PROPERTY

3.1 As a material condition of this Lease Agreement, Lessee shall exercise its best efforts to maintain and preserve the apple trees on the Property, which shall remain the property of the Lessor.

3.2 All harvests and crops grown on the Property shall belong to Lessee. Possession and use of trees existing on the Property shall belong exclusively to Lessee during the Term of this Lease.

3.3 In the event one or more apple trees succumb to damage or disease, Lessor may, but shall not be obligated to, replace such trees at Lessor’s expense.

3.4 The Property shall be maintained and kept in good condition, with reference to the standards identified in § 3.6, below by, for example, maintaining existing crops or replacing them with new agricultural products (subject to the requirement to maintain and preserve the apple trees); removing diseased or dying crops and replacing them with new agricultural products (subject to the requirement to maintain and preserve the apple trees); preventing various types of diseases and infestation of noxious weeds; controlling soil erosion by planting cover crop, repairing and maintaining ditches, drains, waterways, and agricultural roads; maintaining soil fertility by applying fertilizer, lime or other commonly used nutrients when such applications are indicated or required based on soil testing; and performing other prudent activities necessary to maintain the property in good condition.

3.5 The Property shall be maintained as open space. Industrial and commercial activities are prohibited, except for agriculture as described below. For the purposes hereof, "agriculture" shall include the production of plant products for domestic or commercial purposes; the growing, stocking, cutting and/or sale of Christmas trees in a manner that does not impact the apple trees on the Property; and the processing and sale of products produced on the Property (such as pick-your-own fruits and vegetables) to the extent that such activities are not significantly detrimental to the scenic, agricultural, historic, recreational, or wildlife value of the Property.

3.6 Agriculture on the Property shall be performed, to the extent reasonably practicable, in accordance with a coordinated management plan for the sites and soils of the Property, and in accordance with the then-current, scientifically-based practices recommended by the U.S. Cooperative Extension Service, U.S. Natural Resource Conservation Service, or other government or private, nonprofit natural resource conservation and management agencies then active. Management activities shall not materially impair the scenic quality of the Property as currently viewed from public roads, or public trails.

3.7 Lessee shall comply with all federal, state, and local laws, regulations, and requirements.

3.8 No structure or improvement, including, but not limited to, a dwelling, any portion of a septic system, tennis court, swimming pool, aircraft landing pad, tower or mobile home, shall be constructed, placed, or introduced onto the Property without the Lessor's consent.

3.9 No removal, filling, or other disturbances of soil surface, nor any changes in topography, surface or subsurface water systems, wetlands, or natural habitat shall be allowed unless:

- (A) such activities are commonly necessary in the accomplishment of the agricultural uses of the Property;
- (B) such activities do not harm state or federally recognized rare, threatened, or endangered species, such determination of harm to be based upon information from the New Hampshire Natural Heritage

Inventory or the agency then recognized by the State of New Hampshire as having responsibility for identification and/or conservation of such species; and

- (C) such activities are not detrimental to the scenic, agricultural, historic, recreational, or wildlife value of the Property.

3.10 No outdoor advertising structures such as signs and billboards shall be displayed on the Property except as desirable or necessary in the accomplishment of the agricultural uses of the Property, and provided such signs are not detrimental to the scenic, agricultural, historic, recreational, or wildlife value of the Property. Signage must comply with the Londonderry Sign Ordinance, if applicable.

3.11 There shall be no mining, quarrying, excavation, or removal of rocks, minerals, gravel, sand, topsoil, or other similar materials on or from the Property, except for the removal of such rocks from the fields as interfere with agriculture. There shall be no dumping, releasing, injection, burning, or burial of manmade materials then known to be environmentally hazardous on, under or in the Property.

3.12 Lessee shall permit pedestrian public access onto the Property at all reasonable times, dates, and seasons which will not impair the Lessee's ability to use the Property for agricultural purposes. It is acknowledged that meaningful pedestrian public access is a material condition of this Lease Agreement. Lessor shall indemnify and defend Lessee from all liability arising in connection with any pedestrian public access or any injury alleged by any third party in connection with pedestrian public access, provided however, that there shall be no indemnification for liability arising from Lessee's paying invitees' use of the property, and provided further, that there shall be no indemnification for liability arising from Lessee's own negligence.

3.13 The parties acknowledge the Lessee's need to apply, in the management of the Property, pesticides and other chemicals commonly used in the management and maintenance of a farming operation. The production, storage and spreading of pesticides, feed, compost, manure, or other fertilizer under sound agricultural practices; and the storage of pesticides shall be performed in accordance with: (1) federal, state, and local law; (2) any and all label requirements; and (3) in accordance with the then-current scientifically based practices recommended by the UNH Cooperative Extension, U.S. Natural Resources Conservation Service, New Hampshire Department of Agriculture, Markets and Food and the U.S. Environmental Protection Agency. Lessee shall maintain appropriate records of pesticide and chemical usage to include product, total amount applied, application rate, and date of application.

3.14 Lessee shall take no action that would trigger the imposition of a land use change tax upon the property under RSA 79-A. Furthermore, on an annual basis for the duration of the Lease Agreement, Lessee shall sell (for its own account) agricultural or horticultural crops produced on the Property having a value of no less than \$2,500.

3.15 The Property shall not be used for the storage, raising or production of animals or animal byproducts without Lessor's consent. The Property shall not be used for

forestry or lumbering without Lessor's consent.

3.16 Subsurface and surface rights to minerals, oil, gas or other commercially valuable assets are reserved to Lessor.

3.17 Lessee's use of the Property shall be consistent with the deed restrictions contained in that certain Warrant Deed from Apple Core, Inc. to the Lessor dated June 24, 2021 and recorded June 30, 2021 at Book 6297, Page 1243 in the Rockingham County Registry of Deeds.

3.18 Lessee shall not post political signage or advertising on the Property, except as may be permitted by the Town in accordance with law.

#### SECTION 4 - EVENTS OF DEFAULT

4.0 The following are violations of this Lease Agreement:

- (A) Failure to comply with a term of this Lease Agreement where such failure continues for 20 days after written notice thereof to Lessee, provided, however, that if such failure cannot be cured within such 20-day period and Lessee begins to cure such failure within such 20-day period and thereafter diligently pursues such cure to completion, such failure shall not be a violation unless it is not cured within the earlier of: (1) 60 days prior to the expiration of the then-current term; or (2) 120 days after Lessor initially delivered to Tenant written notice of the violation;
- (B) The filing of a petition by or against Lessee: (1) in any bankruptcy or other insolvency proceeding; (2) seeking any relief under any debtor relief law; or (3) for the appointment of a liquidator, receiver, trustee, custodian, or similar official for all or substantially all of Lessee's property or for Lessee's interest in this Lease; and
- (C) Lessee fails to discharge any lien placed upon the Property and attributable to Lessee and not Lessor within ten days after written notice that any such lien or encumbrance is filed against the Property.

#### SECTION 5 – LESSEE'S INTEREST

5.0 This Lease Agreement shall be subordinate to any deed of trust, mortgage or other security instrument, and any ground lease, master lease, or primary lease that now or hereafter covers any portion of the Property, and to increases, renewals, modifications, consolidations, replacements, and extensions thereof.

5.1 Lessee has no authority, express or implied, to create or place any lien or encumbrance of any kind or nature whatsoever upon, or in any manner to bind Lessor's

property or the interest of Lessor or Lessee in the Property. Lessee shall timely pay or cause to be paid all sums due for any labor performed or materials furnished in connection with any work performed on the Property by or at the request of Lessee. Lessee shall give Lessor immediate written notice of the placing of any lien or encumbrance against the Property.

5.2 Lessee shall not assign, sublease, or otherwise transfer its interest in this Lease Agreement, and the rights and responsibilities created hereunder, without Lessor's written consent.

## SECTION 6 – MISCELLANEOUS PROVISIONS

6.1 Lessee shall defend, indemnify, and hold Lessor harmless from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to reasonable attorneys' fees and costs), whether or not involving a third party claim, which arise out of or relate to the Lessee's use of the Property, unless caused by the gross negligence of Lessor.

6.2 Lessee shall maintain, with respect to the Property, general liability insurance with limits of not less than one million dollars for injury or death from one accident and \$250,000.00 property damage insurance, insuring Lessor and Lessee against injury to persons or damage to property with respect to the Property. A copy of the policy or a certificate of insurance shall be delivered to Lessor on or before the commencement date and within ten (10) days of each policy renewal and no such policy shall be cancellable without ten (10) days prior written notice to Lessor.

6.3 Lessee acknowledges it has inspected and is familiar with the condition of the property and accepts the property in its current, as-is condition.

6.4 Subject to the cure provisions of § 4.0(A), above, should Lessee default in the performance of its obligations under this Lease, Lessor shall be entitled to deem this Lease Agreement terminated, and may take all action permitted by law to regain possession of the Property. Additionally, Lessee shall pay, as additional rent, Lessor's reasonable costs and attorneys' fees incurred in enforcing its rights under this Lease Agreement.

6.5 At the termination of this Lease Agreement, Lessee shall peaceably surrender possession and occupancy of the Property.

6.6 This Lease Agreement is the complete, final, and exclusive embodiment of the entire understanding between the parties. It is entered into without reliance on any promise, representation, agreement or understanding, oral or written, not contained herein.

6.7 This Lease Agreement shall be enforced in accordance with the laws of the State of New Hampshire, and the parties agree that any litigation to enforce the provisions of this Agreement will take place in Rockingham County, New Hampshire. In the event of litigation regarding this Lease Agreement, the parties expressly submit to the exclusive

jurisdiction and venue of the Rockingham County Superior Court located in Brentwood, New Hampshire.

6.8 Notices given under this Lease Agreement shall be delivered by certified mail or with other tracking as follows:

(A) If to Lessor:

Michael J. Malaguti  
Acting Town Manager  
268B Mammoth Road Londonderry, NH 03053

With copy to:

Sherry Farrell  
Town Clerk  
268B Mammoth Road  
Londonderry, NH 03053

(B) If to Lessee:

Moose Hill Orchards, LLC  
230 Mammoth Road  
Londonderry, NH 03053

With copy to:

Edmond J. Ford  
10 Pleasant Street, Suite 400  
Portsmouth, NH 03801

TOWN OF LONDONDERRY

By: Michael J. Malaguti

Michael J. Malaguti, Acting Town Manager

Dated: 2/28/2022

STATE OF NEW HAMPSHIRE  
COUNTY OF ROCKINGHAM

Personally appeared before me the above-named Michael J. Malaguti, Acting Town Manager, known to be (or satisfactorily proven to be) the person whose name is subscribed to the within instrument, and acknowledged this instrument for the purposes expressed therein.

Dated: 2-28-2022

By: Kirby E. Brown  
Notarial official: Notary Public Kirby E. Brown  
My commission expires: June 19, 2024





**MOOSE HILL ORCHARDS, LLC**


By: 

Kyle Chrestensen, Manager  
Dated: 3/3/22

STATE OF NEW HAMPSHIRE  
COUNTY OF ROCKINGHAM

Personally appeared before me the above-named Kyle Chrestensen, Manager, known to be (or satisfactorily proven to be) the person whose name is subscribed to the within instrument, and acknowledged this instrument for the purposes expressed therein.

Dated: 3-3-2022

By:   
Notarial official: Kirby E. Brown, Notary  
My commission expires: June 19, 2024



## LEASE AGREEMENT

THIS LEASE AGREEMENT is between the Town of Londonderry (“Lessor”), having an address of 268B Mammoth Road, Londonderry, New Hampshire, and Moose Hill Orchards, LLC f/k/a MHO Acquisition, LLC (“Lessee”), having an address of 230 Mammoth Rd., Londonderry, NH 03053.

### SECTION 1 - PROPERTY DESCRIPTION

1.0 The property leased under this agreement is approximately 21.63 acres of land identified as Tax Map 9 Lot 49 on a Subdivision Plan of Land entitled “Mammoth & Pillsbury Roads, Londonderry, NH” prepared by Eric C. Mitchell & Assoc. Inc., dated March 5, 2021, approved by the Londonderry, NH Planning Board on June 28, 2021, and recorded as Plan No. D-42486 on June 29, 2021 in the Rockingham County Registry of Deeds (the “Property”).

### SECTION 2 - GENERAL TERMS

2.0 The Lessor leases the Property to the Lessee solely for agricultural purposes, as defined below.

2.1 This lease shall commence on March 15, 2022 and shall end on November 24, 2022.

2.2 Rent of one dollar (\$1.00) payable in advance shall be due at the commencement of each lease term.

2.3 Lessee shall be entitled to the profits generated by Lessee’s activities on or from the Property, and shall be responsible for all income or business taxes assessed thereon. Pursuant to RSA 72:23, Lessee shall pay all properly assessed real and personal property taxes no later than the due date. Notwithstanding the foregoing, the parties agree and stipulate that lessee’s maintenance of the Property pursuant to this Agreement will satisfy any obligation of Lessee to pay property taxes to Lessor.

### SECTION 3 – LESSEE’S USE OF THE PROPERTY

3.1 As a material condition of this Lease Agreement, Lessee shall exercise its best efforts to maintain and preserve the apple trees on the Property, which shall remain the property of the Lessor.

3.2 All harvests and crops grown on the Property shall belong to Lessee. Possession and use of trees existing on the Property shall belong exclusively to Lessee during the Term of this Lease.

3.3 In the event one or more apple trees succumb to damage or disease, Lessor may, but shall not be obligated to, replace such trees at Lessor’s expense.

3.4 The Property shall be maintained and kept in good condition, with reference to the standards identified in § 3.6, below by, for example, maintaining existing crops or replacing them with new agricultural products (subject to the requirement to maintain and preserve the apple trees); removing diseased or dying crops and replacing them with new agricultural products (subject to the requirement to maintain and preserve the apple trees); preventing various types of diseases and infestation of noxious weeds; controlling soil erosion by planting cover crop, repairing and maintaining ditches, drains, waterways, and agricultural roads; maintaining soil fertility by applying fertilizer, lime or other commonly used nutrients when such applications are indicated or required based on soil testing; and performing other prudent activities necessary to maintain the property in good condition.

3.5 The Property shall be maintained as open space. Industrial and commercial activities are prohibited, except for agriculture as described below. For the purposes hereof, "agriculture" shall include the production of plant products for domestic or commercial purposes; the growing, stocking, cutting and/or sale of Christmas trees in a manner that does not impact the apple trees on the Property; and the processing and sale of products produced on the Property (such as pick-your-own fruits and vegetables) to the extent that such activities are not significantly detrimental to the scenic, agricultural, historic, recreational, or wildlife value of the Property.

3.6 Agriculture on the Property shall be performed, to the extent reasonably practicable, in accordance with a coordinated management plan for the sites and soils of the Property, and in accordance with the then-current, scientifically-based practices recommended by the U.S. Cooperative Extension Service, U.S. Natural Resource Conservation Service, or other government or private, nonprofit natural resource conservation and management agencies then active. Management activities shall not materially impair the scenic quality of the Property as currently viewed from public roads, or public trails.

3.7 Lessee shall comply with all federal, state, and local laws, regulations, and requirements.

3.8 No structure or improvement, including, but not limited to, a dwelling, any portion of a septic system, tennis court, swimming pool, aircraft landing pad, tower or mobile home, shall be constructed, placed, or introduced onto the Property without the Lessor's consent.

3.9 No removal, filling, or other disturbances of soil surface, nor any changes in topography, surface or subsurface water systems, wetlands, or natural habitat shall be allowed unless:

- (A) such activities are commonly necessary in the accomplishment of the agricultural uses of the Property;
- (B) such activities do not harm state or federally recognized rare, threatened, or endangered species, such determination of harm to be based upon information from the New Hampshire Natural Heritage

Inventory or the agency then recognized by the State of New Hampshire as having responsibility for identification and/or conservation of such species; and

- (C) such activities are not detrimental to the scenic, agricultural, historic, recreational, or wildlife value of the Property.

3.10 No outdoor advertising structures such as signs and billboards shall be displayed on the Property except as desirable or necessary in the accomplishment of the agricultural uses of the Property, and provided such signs are not detrimental to the scenic, agricultural, historic, recreational, or wildlife value of the Property. Signage must comply with the Londonderry Sign Ordinance, if applicable.

3.11 There shall be no mining, quarrying, excavation, or removal of rocks, minerals, gravel, sand, topsoil, or other similar materials on or from the Property, except for the removal of such rocks from the fields as interfere with agriculture. There shall be no dumping, releasing, injection, burning, or burial of manmade materials then known to be environmentally hazardous on, under or in the Property.

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3.13 The parties acknowledge the Lessee's need to apply, in the management of the Property, pesticides and other chemicals commonly used in the management and maintenance of a farming operation. The production, storage and spreading of pesticides, feed, compost, manure, or other fertilizer under sound agricultural practices; and the storage of pesticides shall be performed in accordance with: (1) federal, state, and local law; (2) any and all label requirements; and (3) in accordance with the then-current scientifically based practices recommended by the UNH Cooperative Extension, U.S. Natural Resources Conservation Service, New Hampshire Department of Agriculture, Markets and Food and the U.S. Environmental Protection Agency. Lessee shall maintain appropriate records of pesticide and chemical usage to include product, total amount applied, application rate, and date of application.

3.14 Lessee shall take no action that would trigger the imposition of a land use change tax upon the property under RSA 79-A. Furthermore, on an annual basis for the duration of the Lease Agreement, Lessee shall sell (for its own account) agricultural or horticultural crops produced on the Property having a value of no less than \$2,500.

3.15 The Property shall not be used for the storage, raising or production of animals or animal byproducts without Lessor's consent. The Property shall not be used for

forestry or lumbering without Lessor's consent.

3.16 Subsurface and surface rights to minerals, oil, gas or other commercially valuable assets are reserved to Lessor.

3.17 Lessee's use of the Property shall be consistent with the deed restrictions contained in that certain Warrant Deed from Apple Core, Inc. to the Lessor dated June 24, 2021 and recorded June 30, 2021 at Book 6297, Page 1243 in the Rockingham County Registry of Deeds.

3.18 Lessee shall not post political signage or advertising on the Property, except as may be permitted by the Town in accordance with law.

#### SECTION 4 - EVENTS OF DEFAULT

4.0 The following are violations of this Lease Agreement:

- (A) Failure to comply with a term of this Lease Agreement where such failure continues for 20 days after written notice thereof to Lessee, provided, however, that if such failure cannot be cured within such 20-day period and Lessee begins to cure such failure within such 20-day period and thereafter diligently pursues such cure to completion, such failure shall not be a violation unless it is not cured within the earlier of: (1) 60 days prior to the expiration of the then-current term; or (2) 120 days after Lessor initially delivered to Tenant written notice of the violation;
- (B) The filing of a petition by or against Lessee: (1) in any bankruptcy or other insolvency proceeding; (2) seeking any relief under any debtor relief law; or (3) for the appointment of a liquidator, receiver, trustee, custodian, or similar official for all or substantially all of Lessee's property or for Lessee's interest in this Lease; and
- (C) Lessee fails to discharge any lien placed upon the Property and attributable to Lessee and not Lessor within ten days after written notice that any such lien or encumbrance is filed against the Property.

#### SECTION 5 – LESSEE'S INTEREST

5.0 This Lease Agreement shall be subordinate to any deed of trust, mortgage or other security instrument, and any ground lease, master lease, or primary lease that now or hereafter covers any portion of the Property, and to increases, renewals, modifications, consolidations, replacements, and extensions thereof.

5.1 Lessee has no authority, express or implied, to create or place any lien or encumbrance of any kind or nature whatsoever upon, or in any manner to bind Lessor's

property or the interest of Lessor or Lessee in the Property. Lessee shall timely pay or cause to be paid all sums due for any labor performed or materials furnished in connection with any work performed on the Property by or at the request of Lessee. Lessee shall give Lessor immediate written notice of the placing of any lien or encumbrance against the Property.

5.2 Lessee shall not assign, sublease, or otherwise transfer its interest in this Lease Agreement, and the rights and responsibilities created hereunder, without Lessor's written consent.

## SECTION 6 – MISCELLANEOUS PROVISIONS

6.1 Lessee shall defend, indemnify, and hold Lessor harmless from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to reasonable attorneys' fees and costs), whether or not involving a third party claim, which arise out of or relate to the Lessee's use of the Property, unless caused by the gross negligence of Lessor.

6.2 Lessee shall maintain, with respect to the Property, general liability insurance with limits of not less than one million dollars for injury or death from one accident and \$250,000.00 property damage insurance, insuring Lessor and Lessee against injury to persons or damage to property with respect to the Property. A copy of the policy or a certificate of insurance shall be delivered to Lessor on or before the commencement date and within ten (10) days of each policy renewal and no such policy shall be cancellable without ten (10) days prior written notice to Lessor.

6.3 Lessee acknowledges it has inspected and is familiar with the condition of the property and accepts the property in its current, as-is condition.

6.4 Subject to the cure provisions of § 4.0(A), above, should Lessee default in the performance of its obligations under this Lease, Lessor shall be entitled to deem this Lease Agreement terminated, and may take all action permitted by law to regain possession of the Property. Additionally, Lessee shall pay, as additional rent, Lessor's reasonable costs and attorneys' fees incurred in enforcing its rights under this Lease Agreement.

6.5 At the termination of this Lease Agreement, Lessee shall peaceably surrender possession and occupancy of the Property.

6.6 This Lease Agreement is the complete, final, and exclusive embodiment of the entire understanding between the parties. It is entered into without reliance on any promise, representation, agreement or understanding, oral or written, not contained herein.

6.7 This Lease Agreement shall be enforced in accordance with the laws of the State of New Hampshire, and the parties agree that any litigation to enforce the provisions of this Agreement will take place in Rockingham County, New Hampshire. In the event of litigation regarding this Lease Agreement, the parties expressly submit to the exclusive

jurisdiction and venue of the Rockingham County Superior Court located in Brentwood, New Hampshire.

6.8 Notices given under this Lease Agreement shall be delivered by certified mail or with other tracking as follows:

(A) If to Lessor:

Michael J. Malaguti  
Acting Town Manager  
268B Mammoth Road Londonderry, NH 03053

With copy to:

Sherry Farrell  
Town Clerk  
268B Mammoth Road  
Londonderry, NH 03053

(B) If to Lessee:

Moose Hill Orchards, LLC  
230 Mammoth Road  
Londonderry, NH 03053

With copy to:

Edmond J. Ford  
10 Pleasant Street, Suite 400  
Portsmouth, NH 03801

TOWN OF LONDONDERRY

By: *Michael J. Malaguti*

Michael J. Malaguti, Acting Town Manager

Dated: 2/28/2022

STATE OF NEW HAMPSHIRE  
COUNTY OF ROCKINGHAM

Personally appeared before me the above-named Michael J. Malaguti, Acting Town Manager, known to be (or satisfactorily proven to be) the person whose name is subscribed to the within instrument, and acknowledged this instrument for the purposes expressed therein.

Dated: 2-28-2022

By: *Kirby E. Brown*  
Notarial official: Kirby E. Brown, Notary  
My commission expires: June 19, 2024





MOOSE HILL ORCHARDS, LLC

By: 


Kyle Chrestensen, Manager

Dated: 3/3/22

STATE OF NEW HAMPSHIRE  
COUNTY OF ROCKINGHAM

Personally appeared before me the above-named Kyle Chrestensen, Manager, known to be (or satisfactorily proven to be) the person whose name is subscribed to the within instrument, and acknowledged this instrument for the purposes expressed therein.

Dated: 3-3-2022

By:   
Notarial official: Kirby E. Brown, Notary  
My commission expires: June 19, 2024



**TERM SHEET FOR**  
**LEASE AGREEMENT**  
**March     , 2022**

THIS TERM SHEET is between the Town of Londonderry (“Lessor” or “Town”), having an address of 268B Mammoth Road, Londonderry, New Hampshire, and Moose Hill Orchards, LLC f/k/a MHO Acquisition, LLC (“Lessee” or the “Orchard”), having an address of 230 Mammoth Rd., Londonderry, NH 03053.

1. **BASIC TERMS:**

- a. Lessee proposes to lease two parcels of land for the operation as part of an apple orchard and farm. The two parcels would be Tax Map 9 Lot 49 (consisting of approximately 21 acres) and Tax Map 9 Lot 49-1 (consisting of approximately 5 acres).
- b. The Term of the lease would be fifteen years with two five-year renewals.
- c. The rent would be \$2.00 per year and the additional understandings listed in this Term Sheet.
- d. The Town would have the option at or before January 15, of each year to terminate the lease of Lot 49-1 on written notice effective January 31 of that year. On such termination, the rent would be adjusted to \$1.00 per year.

2. **ADDITIONAL CONSIDERATIONS.**

- a. The Orchard has been a long-term supporter of the community life and in that connection commits to continue to make annual contributions in kind of fruit and other produce to the Town School System with a retail market value of not less than \$2,000.00 per year in apples or other produce.
- b. As part of the Orchard’s support of the town community life, the Orchard pledge to make in kind contributions to community food pantries or soup kitchens in an annual amount at retail of not less than \$2,000.00 in apples or

other produce.

- c. The Orchard will set aside, each year, a plot of land of an approximate size of one-half (1/2) and acre for a community garden to be managed by Londonderry residents for the cultivation of vegetables, fruit or flowers. The Orchard will reserve the right to change the designated area from time to time consistent with good soil management. The Orchard will prepare the plot for planting at the beginning of the year 2023 and thereafter from time to time if or when the Orchard changes the designated location of the community garden.
- d. The Orchard will replace and replant apple trees on Tax Map 9 lot 49 (but not on Lot 49-1) as they die so as to appropriately maintain the land as an apple orchard as it now is.
- e. The Orchard will permit access to the property by the public as if it the parcels were burdened by the same easements as recorded at Book 3387, Page 849.

3. **NON-BINDING.**

- a. This term sheet is intended as a discussion tool. Any agreement would be in a formal lease agreement. The Orchard would propose that such a lease be in the form attached hereto. There is no agreement until the Lease is signed and the signature on behalf of the Town is approved under applicable municipal law.

**TOWN OF LONDONDERRY**

**By:**

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Michael J. Malaguti, Acting Town Manager

Dated:

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**MOOSE HILL ORCHARDS, LLC**

**By:**

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Kyle Chrestensen, Manager

Dated:

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[https://fordmcpartlin.sharepoint.com/shared documents/wpdata/ed/3766-001/town of londonderry/term sheet.docx](https://fordmcpartlin.sharepoint.com/shared%20documents/wpdata/ed/3766-001/town%20of%20londonderry/term%20sheet.docx)

**ATTACHMENT 5**



March 2, 2022

Mr. Michael J. Malaguti  
 Acting Town Manager  
 268B Mammoth Road  
 Londonderry, New Hampshire 03053

RE: Auburn Road Landfill Superfund Site  
 Site Inspection Number 55  
 Kleinfelder Reference No.: 20171186.001A

Dear Mr. Malaguti:

Enclosed please find the most recent site examination report for the Auburn Road Landfill, which was performed on Monday, February 14, 2022. The purpose of this exam is to monitor the Operations and Maintenance (O&M) activities for the three landfills and the site in general. This O&M Report is being submitted per the Record of Decision (ROD) and applicable federal regulations.

The following paragraphs provide a summary of our observations.

**Drainage Swales**

Swale	Observations	Action to be Taken	Proposed Schedule
A	This swale is operating as designed.	Continue to maintain, cut vegetation as needed.	N/A
B	This swale is operating as designed.	Continue to maintain, cut vegetation as needed. Remove any isolated pockets of sediment build-up and replace riprap as necessary, to prevent vegetation re-growth where sediment pockets are removed.	N/A
C	This swale is operating as designed.	Continue to maintain, cut vegetation as needed. Remove any isolated pockets of sediment build-up and replace riprap as necessary, to prevent vegetation re-growth where sediment pockets are removed. Monitor beaver activity, breach and photodocument the removal any dams as necessary.	N/A
D	This swale is operating as designed.	Continue to maintain, cut vegetation as needed. Monitor beaver activity, breach and photodocument the removal any dams as necessary.	N/A
E	This swale is operating as designed.	The Town should continue to thin wetland vegetation on the floor of the swale to improve flow as necessary. Additionally, the Town should continue to thin heavily vegetated areas along the edges of the swale.	N/A
F	This swale appears to be operating as designed. Observed water flowing through the riprap stone layer. No ponded water was observed.	Continue to maintain, cut vegetation as necessary.	N/A
H	This swale is operating as designed.	Continue to maintain, cut vegetation as necessary.	N/A

Mr. Michael Malaguti  
March 2, 2022  
Page 2



**Wetland Areas**

The vegetated wetlands located in Swale D and E contain dense vegetation. The Town is recommended to continue to address the swales for potential standing water, sediment, and vegetation build-up that could cause water to pond. Heavy vegetation in the invert of wetland Swales D & E should be thinned to improve flow. Continued monitoring for beaver activity within the swales, photo documenting the breaching/removal of any dams as necessary.

**Culverts**

Two concrete culverts: 1) the culvert that controls the water elevation of open water wetland area R-5 and 2) the culvert in Swale D were observed to be in good condition and functioning properly. However, it is recommended that the Town continues to monitor and clear overgrown vegetation from the northern and southern invert of the culvert in Swale D.

**Landfill Gas Monitoring**

The next landfill gas monitoring event is scheduled to be performed in the Summer of 2022.

**Brush and Vegetation Control**

It is recommended that the Town continues to clear the swales of hearty vegetation and saplings on an as-need basis.

**Landfill Vegetated Surface**

As noted from prior inspections, there have been sparsely vegetated areas on the Town Dump landfill cap. In the spring, the Town should continue to address any areas of sparse vegetation on the landfill with seed and fertilizer to develop new vegetation on an as needed basis.

The following attachments are provided to document our observations and the work performed:

- Attachment A: Site Plan
- Attachment B: Site Visit Report
- Attachment C: Inspection Photographs
- Attachment D: Landfill Gas Monitoring Data

Please feel free to call me at (978) 417-1185 with any questions you may have regarding this O&M Report.

Respectfully yours,

KLEINFELDER, INC.

A handwritten signature in blue ink, appearing to read "E Redden".

Evan Redden  
Staff Environmental Scientist II

Enclosures

cc: Mr. John Trottier, P.E., Director of Engineering & Environmental Services  
file

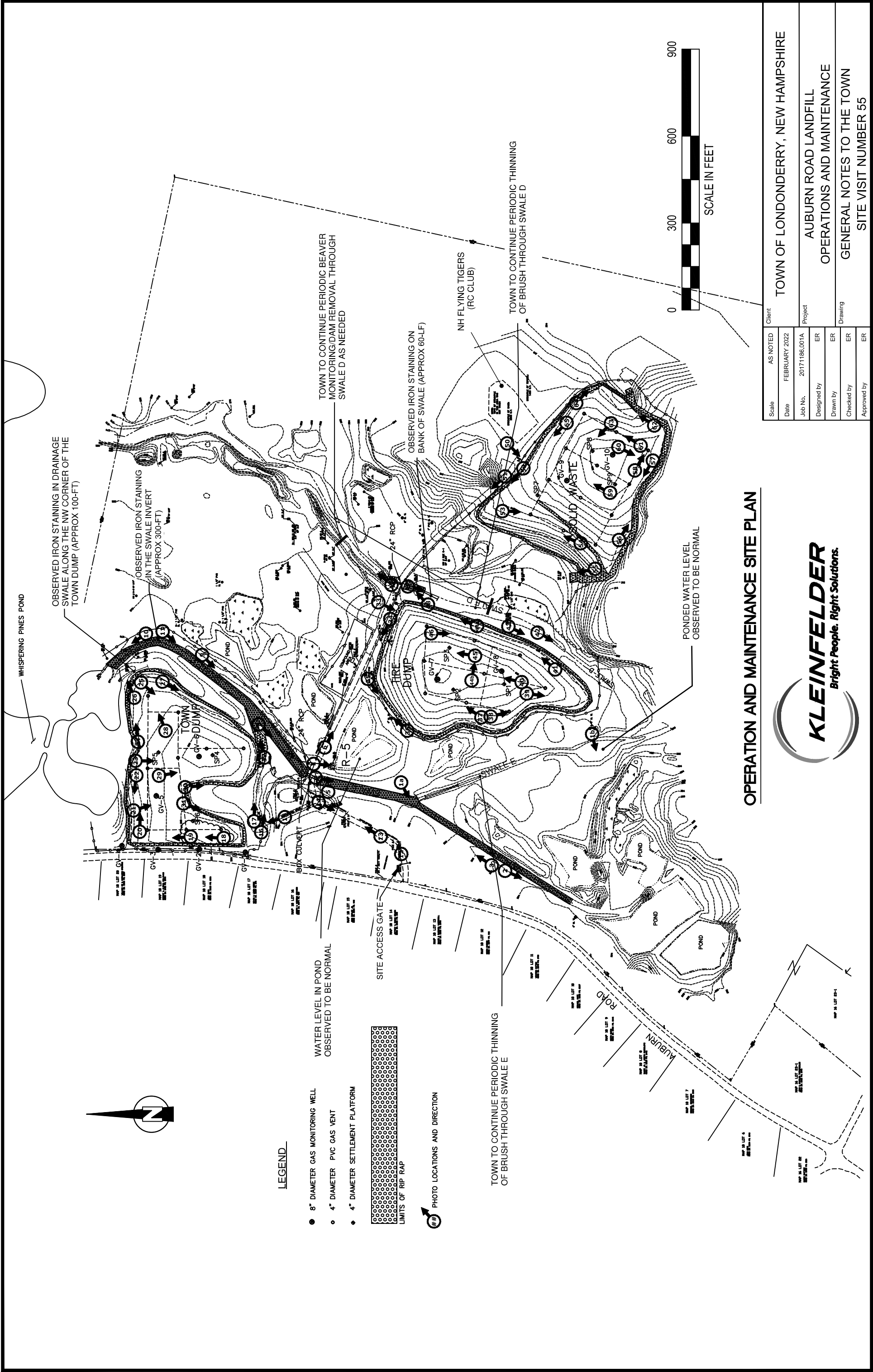
\\kleinfelder.com\shares\STERLING DATA CENTER - PROJECT FOLDERS\Londonderry NH\20171186.001A - FY20-22 LF Services\Reports\Inspection 55\Exam55\_Cover Letter - 2022\_03-02.docx

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**ATTACHMENT A**

**SITE PLAN**





**LEGEND**

- 8" DIAMETER GAS MONITORING WELL
- 4" DIAMETER PVC GAS VENT
- 4" DIAMETER SETTLEMENT PLATFORM
- ▨ LIMITS OF RIP RAP
- Ⓜ PHOTO LOCATIONS AND DIRECTION

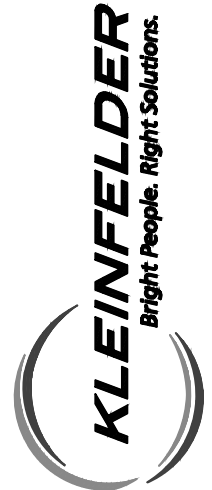
WATER LEVEL IN POND OBSERVED TO BE NORMAL

SITE ACCESS GATE

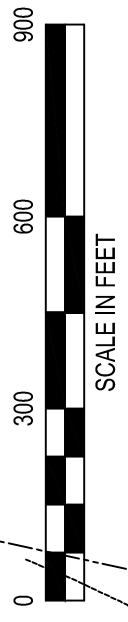
TOWN TO CONTINUE PERIODIC THINNING OF BRUSH THROUGH SWALE E

PONDED WATER LEVEL OBSERVED TO BE NORMAL

**OPERATION AND MAINTENANCE SITE PLAN**



Scale	AS NOTED	Client	TOWN OF LONDONDERRY, NEW HAMPSHIRE
Date	FEBRUARY 2022	Project	AUBURN ROAD LANDFILL OPERATIONS AND MAINTENANCE
Job No.	20171186.001A	Designed by	ER
Drawn by	ER	Checked by	ER
Approved by	ER	Site Visit Number	55



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**ATTACHMENT B**

**SITE VISIT REPORT**

**GENERAL INFORMATION:**

**Project Name:** Auburn Road Landfill Superfund Site  
**Project Location:** Londonderry, New Hampshire  
**Facility Operator:** Town of Londonderry, New Hampshire

**Previous O&M Site Inspection:**

**Number:** 54  
**Date:** September 10, 2021  
**Time:** 7:30 a.m. to 2:00 p.m.

**Current O&M Site Inspection:**

**Number:** 55  
**Date:** February 14, 2022  
**Time:** 8:30 a.m. to 1:30 p.m.

**On-Site Personnel:**

Evan Redden – Kleinfelder  
 Paige Clarizia – Kleinfelder

**Weather (for Manchester, NH from [www.wunderground.com](http://www.wunderground.com)):**

**February 14, 2022 (inspection)**

The temperature ranged between 11°F and 23°F, cloudy to partly cloudy. Wind speed ranged between 6 and 18 mph with a predominantly northwesterly wind direction. The last significant precipitation was 1.43 inches of snow, sleet, and rain (wintery mix) on February 4, 2022.

**SITE VISIT OBSERVATIONS:**

This site walk was performed on February 14, 2022, as part of the scheduled semi-annual inspections. The following table summarizes the observations made during the site visit. Refer to the site plan provided in Attachment A for a summary of recommendations based on recent site observations.

ITEM	SIGNIFICANT COMMENTS	CORRECTIVE ACTION REQUIRED?	
		YES	NO
(1.) General	The Remedial Action Construction (LRDIRA and LCRA) was performed in 1993 and 1994, respectively, and included the construction of three earthen swales (A, D, and E); four riprap swales (B, C, F, and H); two 24-inch concrete pipe culverts; one 3-foot by 8-foot concrete box culvert; the capping of three landfill areas (Town Dump, Tire Dump, and Solid Waste Landfill), and subsequent construction of nine wetland replication areas (R-1 through R-6, R-9, R-11, and R-12) in 1995.	N/A	N/A
(2.) Supervision	The operations and maintenance of the landfill are under the supervision of the Town of Londonderry. Currently, Mr. John Trottier, P.E., Director of Engineering & Environmental Services, is supervising operations and maintenance for the site.	N/A	N/A
(3.) Current Use	The Town of Londonderry is performing maintenance activities at the site, which consist of mowing the landfill areas, clearing vegetation from drainage swales, beaver control, repairing fences and gates, and maintaining access roads. The Management of Migration Potentially Responsible Parties	N/A	N/A

ITEM	SIGNIFICANT COMMENTS	CORRECTIVE ACTION REQUIRED?	
		YES	NO
	(MOM-PRPs) is continuing to perform surface and groundwater sampling periodically.		
(4.) Ground Conditions	No earthen depressions were observed on the landfill surfaces.		√
(5.) Health and Safety	Activities at the site were performed in Level D personal protective equipment and in accordance with the provisions of the Site-Specific Health and Safety Plan.	N/A	N/A
(6.) LRDIRA	Comments on the LRDIRA are provided in items (6a) through (6h).		
(a.) Swale A (Town Dump)	This swale appears to be operating as designed, clear of any saplings within the swale.		√
(b.) Swale B (Town Dump)	This swale appears to be operating as designed. Water was observed flowing through this swale, however, two isolated pockets of sediment were observed near the confluence with swale A. The Town has removed previously observed sediment build-up and maintained vegetation control within the swale area.		√
(c.) Swale C (Town Dump)	<p>This swale appears to be operating as designed. Water was observed flowing through this swale, however, an isolated pocket of sediment was observed near the swale outlet. The Town has removed previously observed sediment build-up and maintained vegetation control within the swale area.</p> <p>Iron staining was observed in portions of the lower 300-ft section of the swale invert, however a large portion of the lower section of the swale was covered in ice/snow and therefore iron staining was not able to be observed.</p> <p>There was no evidence of new beaver activity in the Swale C outlet. The Town has widened the breach of the previously observed beaver dam in the lower portion of Swale C and removed the debris from the swale.</p> <p>Iron staining was observed in the lower 100-ft section of the swale, adjacent to the western toe of the Town Dump landfill surface, where backed up/pooling water was previously observed. Water was observed to be flowing unrestricted through this area into the pond.</p>		√
(d.) Swale D (Tire Dump)	<p>This swale appears to be operating as designed. Water was observed flowing through this swale. Iron staining was observed in the northern portion of the swale adjacent to the northeast toe of the Tire Dump landfill surface, approximately 100-feet south of the culvert inlet.</p> <p>The Town has thinned vegetation that was previously observed, to increase water flow through the swale, including at the inlet and outlet of the 24" RCP culvert beneath the Access Road.</p> <p>A beaver dam was previously observed in this swale, approximately 300-ft south of the access road. This dam was previously breached by the Town, however, water was still observed to be pooling behind the beaver dam. The Town has since widened the breach opening of the residual beaver dam and removed residual debris to increase water flow through the swale. The town</p>		√

ITEM	SIGNIFICANT COMMENTS	CORRECTIVE ACTION REQUIRED?	
		YES	NO
	<p>should continue to weed and thin out hearty vegetation to allow surface water flow to pass more efficiently as necessary.</p> <p>A second beaver dam was previously observed in this swale, approximately 200-ft north of the access road. This dam was previously breached by the Town, however, water was still observed to be pooling behind the breached beaver dam. The Town has since widened the breach opening of the residual beaver dam and removed the residual debris to increase water flow out of the swale.</p>		
(e.) Swale E (Tire Dump)	<p>Ponded water was observed to be normal. The pond surface was primarily frozen over, however it was open at the inlet to swale E.</p> <p>This swale appears to be operating as designed. Water was observed flowing through this swale.</p> <p>Based on previous recommendations, the Town has since thinned out and removed dense vegetation the entire length of Swale E, to improve the passage of waterflow through the swale.</p>		√
(f.) Swale F	Water was observed flowing within the riprap stone layer. The swale appears to be operating as designed.		√
(g.) Swale H	The swale surface was covered by ice/snow, no water was observed flowing within the riprap stone layer, however, the swale appears to be operating as designed.		√
(h.) Concrete Culverts	Two concrete culverts: 1) the culvert that controls the water elevation of open water wetland area R-5 and 2) the culvert in Swale D were observed to be in good condition and functioning properly. Based on previous observations, the Town has since cleared overgrown vegetation from the northern and southern ends of the culvert in Swale D.		√
(7.) LCRA	Comments on the LCRA are provided in items (7a) through (7c).		
(a.) Town Dump	At the time of inspection, no grass surfaces were present – snow cover blanketed the landfill. The prior inspection noted isolated patches of sparse vegetation observed within areas of the western lobe of the cap, along Auburn Road. No depressions or erosion channels were observed. The gas monitoring wells and settlement platforms were intact. The security fence around the Town Dump appeared to be in good condition. The Town should inspect area for sparsely vegetated areas on the landfill surface and augment with seed and fertilizer in the spring and throughout the summer as necessary.	√	
(b.) Tire Dump	At the time of inspection, no grass surfaces were present – snow cover blanketed the landfill. No depressions or erosion channels were observed.		√

ITEM	SIGNIFICANT COMMENTS	CORRECTIVE ACTION REQUIRED?	
		YES	NO
	The gas vents and settlement platforms were intact. The security fencing around the Tire Dump appeared to be in good condition.		
(c.) Solid Waste Landfill	At the time of inspection, no grass surfaces were present – snow cover blanketed the landfill. No depressions or erosion channels were observed. The gas vents and settlement platforms were intact. The security fencing around the Solid Waste Landfill appeared to be in good condition.		√
(8.) Landfill Gas Screening	<p>Ambient air and six interior landfill gas sampling wells (GV-5 through GV-10) were field-screened during the site visit using a Landtec GEM-5000 and an Ion Science PhoCheck Tiger Photo-Ionization Detector (PID). Note that in March of 2016, the EPA and NHDES has approved eliminating the perimeter landfill gas monitoring wells from the monitoring program and were not screened. The results are summarized below. Attachment C contains a table that summarizes the monitoring results.</p> <ul style="list-style-type: none"> <li>• Methane was detected pre-purge in monitoring locations GV-5 &amp; GV-6 located on the Town Dump, GV-7 &amp; GV-8 located on the Tire Dump, and GV-9 &amp; GV-10 located on the Solid Waste Landfill.</li> <li>• Methane was detected post-purge in monitoring locations GV-5 &amp; GV-6 located on the Town Dump, GV-7 &amp; GV-8 located on the Tire Dump, and GV-9 &amp; GV-10 located on the Solid Waste Landfill.</li> <li>• Hydrogen sulfide was not detected at monitoring locations during this O&amp;M visit.</li> <li>• Volatile organic compounds (VOCs) were detected at low levels at GV-5 through GV-10.</li> </ul> <p>There were no nuisance odors observed at the site. The next landfill gas monitoring event will be scheduled in summer of 2022.</p>		√
(9.) Wetlands	The vegetated wetlands located in Swale D and E contain dense vegetation. The Town should continue to weed and thin out hearty vegetation within these swales to allow surface water flow to pass more efficiently as necessary. Although vegetation has been recently thinned out in these swales, they will need to be maintained routinely by the Town to prevent the dense vegetation from blocking the flow of water within swales D & E. Water was observed flowing in Swales D & E. Upgradient pond water level appears to be normal.		√
(10.) General			
(a.) Settlement	Per the March 29, 2016 letter from the US EPA, the Town was granted approval to eliminate settlement survey monitoring at the Auburn Road Landfill. Therefore, no further settlement surveys will be conducted at the site for the remainder of the Post Closure Operation and Maintenance Period. That being said, no visual indication of differential settlement or ponding of water on the landfill surface was observed during this site visit.		√
(b.) Boundary Markers	Boundary markers exist around the perimeter of the site. Permanent elevation markers appear to be intact along the access road.		√

ITEM	SIGNIFICANT COMMENTS	CORRECTIVE ACTION REQUIRED?	
		YES	NO
(c.) Access Roads	The main access road starting off Auburn Road is paved for a majority of the road leading into the site. The eastern end of the access road is gravel. The gravel road was observed to be in good condition.		√
(d.) Security	The gate on the main access road along Auburn Road was secure. No off-road vehicular traffic (ATV's, Dirt Bikes and Snowmobiles) was observed to be present on the Landfill surfaces. However, Snowmobile tracks were observed on the access road between the landfills.		√
(e.) Posting	Visible signage was posted at the main entrance to the site.		√
(f.) Leachate	Leachate was not observed seeping from any of the three landfills.		√

**RECOMMENDATIONS FOR CORRECTIVE ACTIONS**

In response to observations made during the recent site visit, the following recommendations are made:

1. Monitor and remove vegetation and saplings located in and adjacent to Swales A, B, C, F, and H as needed. (Note Swales D & E are wetland replication areas.) Selective vegetation thinning should be performed, as needed. It should be noted, dense wetland vegetation was observed in the majority of Swales D & E and should be thinned out.
2. Continue mowing activities on each of the three landfills as recommended in the post-closure O&M manual.
3. Continue monitoring isolated areas of previously sparse vegetation on Town Dump landfill. If areas of thinning vegetation are observed, the Town should supplement with grass seed, fertilizer, and compost/topsoil.

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**ATTACHMENT C**

**PHOTOGRAPHS**



**Auburn Road Landfill Superfund Site  
Operation and Maintenance Site Visit 55 – February 14, 2022**



**Photo No. 1a: Confluence of Swale E & H (View: Southwest)**



**Photo No. 1b: Pond (Water level in pond appears normal) south of Swale E (View: West)**

**Auburn Road Landfill Superfund Site  
Operation and Maintenance Site Visit 55 – February 14, 2022**



**Photo No. 2: Swale H (View: Southwest)**



**Photo No. 3: Swale H (View: Northeast)**

**Auburn Road Landfill Superfund Site  
Operation and Maintenance Site Visit 55 – February 14, 2022**



**Photo No. 4: Swale F (View: South)**



**Photo No. 5: Box Culvert at Swale F, vegetative build-up at inlet (View: North)**

**Auburn Road Landfill Superfund Site  
Operation and Maintenance Site Visit 55 – February 14, 2022**



**Photo No. 6: Access Road (View: Southeast)**



**Photo No. 7: Culvert Inlet, heavy vegetative build-up at inlet removed by Town (View: South)**

**Auburn Road Landfill Superfund Site  
Operation and Maintenance Site Visit 55 – February 14, 2022**



**Photo No. 8: Swale B, sediment and vegetative build-up removed by Town (View: Southwest)**



**Photo No. 9: Swale C (View: Southwest)**

**Auburn Road Landfill Superfund Site  
Operation and Maintenance Site Visit 55 – February 14, 2022**



**Photo No. 10: Swale C, sediment and vegetative build-up removed by Town (View: Northwest)**



**Photo No. 11: Swale C (View: Southeast)**

**Auburn Road Landfill Superfund Site  
Operation and Maintenance Site Visit 55 – February 14, 2022**



**Photo No. 12: Access Road Entrance Gate (View: West)**



**Photo No. 13: Access Road (View: Northeast)**

**Auburn Road Landfill Superfund Site  
Operation and Maintenance Site Visit 55 – February 14, 2022**



**Photo No. 14: Access Road (View: Southwest)**



**Photo No. 15: Town Dump Entrance (View: Northwest)**



**Auburn Road Landfill Superfund Site  
Operation and Maintenance Site Visit 55 – February 14, 2022**



**Photo No. 16: Town Dump Fence, vegetation thinned by Town (View: East)**



**Photo No. 17: Town Dump Swale A (View: East)**

**Auburn Road Landfill Superfund Site  
Operation and Maintenance Site Visit 55 – February 14, 2022**



**Photo No. 18: Town Dump Western Surface (View: North)**



**Photo No. 19: Town Dump – Western Surface (View: North)**

**Auburn Road Landfill Superfund Site  
Operation and Maintenance Site Visit 55 – February 14, 2022**



**Photo No. 20: Town Dump – Northern Surface (View: East)**



**Photo No. 21: Town Dump – Surface (View: Southeast)**

**Auburn Road Landfill Superfund Site  
Operation and Maintenance Site Visit 55 – February 14, 2022**



**Photo No. 22: Town Dump – Northern Surface (View: West)**



**Photo No. 23: Town Dump Surface (View: South)**

**Auburn Road Landfill Superfund Site  
Operation and Maintenance Site Visit 55 – February 14, 2022**



**Photo No. 24: Town Dump – Northern Surface (View: East)**



**Photo No. 25: Town Dump – Surface (View: Southwest)**

**Auburn Road Landfill Superfund Site  
Operation and Maintenance Site Visit 55 – February 14, 2022**



**Photo No. 26: Town Dump – Northern Toe-of-Slope (View: North)**



**Photo No. 27: Town Dump – Eastern Toe-of-Slope (View: Southwest)**

**Auburn Road Landfill Superfund Site  
Operation and Maintenance Site Visit 55 – February 14, 2022**



**Photo No. 28: Town Dump – Surface (View: East)**



**Photo No. 29: Town Dump – Surface (View: South)**

**Auburn Road Landfill Superfund Site  
Operation and Maintenance Site Visit 55 – February 14, 2022**



**Photo No. 30: Town Dump – Southern Toe-of-Slope (View: Southeast)**



**Photo No. 31: Town Dump – Southern Toe-of-Slope (View: Southwest)**



**Auburn Road Landfill Superfund Site  
Operation and Maintenance Site Visit 55 – February 14, 2022**



**Photo No. 32: Town Dump – Town Dump Swale A (View: East)**



**Photo No. 33: Tire Dump – Entrance Gate (View: South)**

**Auburn Road Landfill Superfund Site  
Operation and Maintenance Site Visit 55 – February 14, 2022**



**Photo No. 34: Tire Dump – Northern Toe-of-Slope & Fence (View: West)**



**Photo No. 35: Tire Dump - Western Toe-of-Slope & Fence (View: South)**

**Auburn Road Landfill Superfund Site  
Operation and Maintenance Site Visit 55 – February 14, 2022**



**Photo No. 36: Tire Dump - Western Surface (View: North)**



**Photo No. 37: Tire Dump – Surface (View: North)**

**Auburn Road Landfill Superfund Site  
Operation and Maintenance Site Visit 55 – February 14, 2022**



**Photo No. 38: Tire Dump – Western Surface (View: Southeast)**



**Photo No. 39: Tire Dump – Surface (View: South)**

**Auburn Road Landfill Superfund Site  
Operation and Maintenance Site Visit 55 – February 14, 2022**



**Photo No. 40: Tire Dump – Eastern Toe-of-Slope (View: North)**



**Photo No. 41: Tire Dump – Surface (View: Northeast)**

**Auburn Road Landfill Superfund Site  
Operation and Maintenance Site Visit 55 – February 14, 2022**



**Photo No. 42: Tire Dump – Swale G, vegetation thinned by Town (View: Southwest)**



**Photo No. 43: Tire Dump – Eastern Toe-of-Slope (View: Southwest)**

**Auburn Road Landfill Superfund Site  
Operation and Maintenance Site Visit 55 – February 14, 2022**



**Photo No. 44a: Tire Dump – Eastern Toe-of-Slope (View: North)**



**Photo No. 44b: Tire Dump – Swale D (View: East)**

**Auburn Road Landfill Superfund Site  
Operation and Maintenance Site Visit 55 – February 14, 2022**



**Photo No. 45: Tire Dump – Top Surface (View: North)**



**Photo No. 46: Tire Dump – Eastern Surface (View: South)**



**Auburn Road Landfill Superfund Site  
Operation and Maintenance Site Visit 55 – February 14, 2022**



**Photo No. 47: Tire Dump – Swale D, 100-ft south of Access Road, vegetation thinned by Town (View: Southwest)**



**Photo No. 48: Tire Dump - Swale D, upstream of Culvert Inlet, vegetation thinned by Town, Iron staining observed in swale (View: Northeast)**

**Auburn Road Landfill Superfund Site  
Operation and Maintenance Site Visit 55 – February 14, 2022**



**Photo No. 49: Tire Dump - Swale D Culvert Outlet, vegetation thinned, and beaver dam breach widened by Town (View: North)**



**Photo No. 50: SWLF – Entrance Gate (View: Southwest)**

**Auburn Road Landfill Superfund Site  
Operation and Maintenance Site Visit 55 – February 14, 2022**



**Photo No. 51: SWLF – Access Road (View: Northwest)**



**Photo No. 52: SWLF – Northern Toe-of-Slope (View: Northwest)**

**Auburn Road Landfill Superfund Site  
Operation and Maintenance Site Visit 55 – February 14, 2022**



**Photo No. 53: SWLF – Western Surface (View: South)**



**Photo No. 54: SWLF – Western Stormwater Basin & Toe-of-Slope (View: Northeast)**

**Auburn Road Landfill Superfund Site  
Operation and Maintenance Site Visit 55 – February 14, 2022**



**Photo No. 55: SWLF – Western Stormwater Basin & Toe-of-Slope (View: Northwest)**



**Photo No. 56: SWLF – Southern Toe-of-Slope & Surface (View: East)**

**Auburn Road Landfill Superfund Site  
Operation and Maintenance Site Visit 55 – February 14, 2022**



**Photo No. 57: SWLF – Southern Surface (View: West)**



**Photo No. 58: SWLF – Southern Surface (View: Southeast)**

**Auburn Road Landfill Superfund Site  
Operation and Maintenance Site Visit 55 – February 14, 2022**



**Photo No. 59: SWLF – Surface (View Northeast)**



**Photo No. 60: SWLF –Surface (View: South)**

**Auburn Road Landfill Superfund Site  
Operation and Maintenance Site Visit 55 – February 14, 2022**



**Photo No. 61: SWLF – Eastern Surface (View: Northeast)**



**Photo No. 62: SWLF – Eastern Toe-of-Slope (View: North)**



**Auburn Road Landfill Superfund Site  
Operation and Maintenance Site Visit 55 – February 14, 2022**



**Photo No. 63: SWLF - Surface (View: Northwest)**



**Photo No. 64: SWLF - Northern Toe-of-Slope (View: East)**

**Auburn Road Landfill Superfund Site  
Operation and Maintenance Site Visit 55 – February 14, 2022**



**Photo No. 65: SWLF – Northern Toe-of-Slope (View: Northwest)**



**Supplemental Photo A: Swale E - Heavy Vegetation Removed from swale by Town (View: Northwest)**

**Auburn Road Landfill Superfund Site  
Operation and Maintenance Site Visit 55 – February 14, 2022**



**Supplemental Photo B: Swale C - Limited view of iron staining in lower 300-foot section of swale (View: North)**



**Supplemental Photo C: Town Dump - Eastern Toe-of-Slope – Iron staining between eastern surface of Town Dump and Swale C (Ponding Water Previously Observed) (View: Northwest)**

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**ATTACHMENT D**

**LANDFILL GAS MONITORING DATA**

**AUBURN ROAD LANDFILL  
LONDONDERRY, NEW HAMPSHIRE  
OPERATION AND MAINTENANCE  
SOIL GAS MONITORING ROUND 51**  
*(Performed during Landfill Inspection 55)*  
**February 14, 2022**  
**Kleinfelder Project No. 20171186.001A**

<b>MONITORING RESULTS</b>										
<b>Well ID</b>		<b>LOCATION</b>	<b>TIME</b>	<b>Pressure (in Hg)</b>	<b>CH<sub>4</sub> (%)</b>	<b>LEL (%)</b>	<b>CO<sub>2</sub> (%)</b>	<b>O<sub>2</sub> (%)</b>	<b>H<sub>2</sub>S (ppm)</b>	<b>PID (ppm)</b>
GV-5	pre	Town Dump	9:40	29.95	<b>3.3</b>	66.0	4.0	6.9	0.0	2.5
	post		9:45	29.95	<b>4.0</b>	80.0	4.5	0.2	0.0	2.4
GV-6	pre	Town Dump	9:29	29.95	<b>0.1</b>	2.0	0.7	22.0	0.0	1.2
	post		9:34	29.95	<b>51.4</b>	1028.0	19.5	0.9	0.0	3.4
GV-7	pre	Tire Dump	11:42	29.50	<b>14.1</b>	282.0	11.7	14.4	0.0	8.8
	post		11:47	29.50	<b>29.6</b>	592.0	25.6	0.0	0.0	16.3
GV-8	pre	Tire Dump	11:52	29.50	<b>22.0</b>	440.0	18.3	18.1	0.0	3.8
	post		11:57	29.50	<b>36.3</b>	726.0	29.8	0.0	0.0	11.9
GV-9	pre	SWL	12:53	29.44	<b>0.2</b>	4.0	0.2	22.3	0.0	1.5
	post		12:58	29.44	<b>58.3</b>	1166.0	28.7	0.0	0.0	5.8
GV-10	pre	SWL	12:40	29.43	<b>0.2</b>	4.0	0.3	22.4	0.0	1.5
	post		12:45	29.43	<b>0.1</b>	2.0	0.2	22.4	0.0	1.4
<b>Background</b>		Town Dump Gate	8:45	29.95	0.0	0.0	0.0	21.9	0.0	0.0

NOTES:

- The temperature ranged between 11°F and 23°F, sunny, wind speed ranged between 6 and 18 mph with wind direction predominantly from the Northwest. Barometric pressure was in a falling trend during the day. Last significant precipitation was 1.43 inches of snow, rain and sleet on 02/04/22. Source: [www.wunderground.com](http://www.wunderground.com)
- Pressure Trend: Steady (based on recorded weather data from [www.wunderground.com](http://www.wunderground.com); pressure listed in above table is as measured by the GEM 5000).
- A pre-purge sample is collected from each well to identify gas build-up inside the well.
- Equipment: Landtec GEM-5000; Ion Science PhoCheck Tiger PID
- ">>" Indicates reading beyond equipment detection limit.
- Bold values indicate methane and hydrogen sulfide detections.
- Monitoring performed by Evan Redden and Paige Clarizia

**ATTACHMENT 6**

FOR IMMEDIATE RELEASE: March 7, 2022  
N.H. Department of Natural & Cultural Resources, Division of Parks and Recreation  
603-271-3556  
Brent Wucher, Public Information Officer  
brent.s.wucher@dncr.nh.gov

For Immediate Release

### **Federal Grant Money Available for Recreational Projects**

The New Hampshire Division of Parks and Recreation announces Grant Round 33 of the Land and Water Conservation Fund (LWCF) is now open.

The LWCF State and Local Assistance Program of the National Park Service (NPS) is intended to preserve and enhance opportunities for public outdoor recreation. Various levels of local government including cities, towns, counties, and school districts are eligible to sponsor projects and apply for financial assistance. Awarded grant funds are available on a reimbursement basis and may be used for the development of facilities and/or acquisition of land for public outdoor recreation use. Project sponsors are required to commit to a minimum 50 percent matching share of total project costs and maintain funded sites as public outdoor recreation areas in perpetuity. The New Hampshire Division of Parks and Recreation administers the program within the State.

Project sponsors seeking assistance must submit an "Intent to Apply" form to the Division of Parks and Recreation by 4 p.m. on April 29, 2022. Forms and instructions are available at [www.nhstateparks.org/about-us/community-recreation/land-water-conservation-fund-grant](http://www.nhstateparks.org/about-us/community-recreation/land-water-conservation-fund-grant).

Following receipt and review of completed forms, program staff will conduct project site inspections to verify eligibility. Sponsors of eligible projects will

subsequently be offered an invitation to apply with further instructions and forms.

Since passage of the Federal LWCF Act of 1965 New Hampshire has been apportioned more than \$47,000,000.00 in program funding for state and local projects.

“Over the years these grants through The Land and Water Conservation Fund have become such an important part in promoting public access to recreation in our New Hampshire communities,” said Phil Bryce, Director NH Division of Parks and Recreation. “NH State Parks is proud to continue to work with the National Parks Service, continuing this legacy of promoting recreation projects in New Hampshire.”

The Division of Parks and Recreation is comprised of the Bureau of Park Operations, Bureau of Historic Sites, Bureau of Trails, and Cannon Mountain. The Division manages 93 properties, including state parks, beaches, campgrounds, historic sites, trails, waysides, and natural areas. The Division of Parks and Recreation is one of five divisions of the NH Department of Natural and Cultural Resources. To learn more, visit [www.nhstateparks.org](http://www.nhstateparks.org), follow NH State Parks on Facebook, Twitter, and Instagram, or call 603-271-3556.

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# LONDONDERRY TOWN COUNCIL MEETING MINUTES

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1 **February 22, 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; Councilor Jim Butler, Tom Dolan, and Deb Paul; Acting  
7 Town Manager Michael Malaguti; Assistant Town Manager Lisa Drabik; Absent:  
8 Executive Assistant Kirby Brown and Vice Chairman Joe Green

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 all of those who  
14 are in harms way in Europe, pray for their safety.

15  
16 **PUBLIC COMMENT**

17  
18 Dan Bouchard, O'Connell Dr, stated that when we discussed the warrant articles, he had  
19 asked if we can get some information about how many empty positions we have in  
20 departments and for how long. Bouchard asked for that information. Acting Town Manager  
21 Malaguti stated that he will email it to him this week. Bouchard also stated that he was  
22 informed that part-time employees were getting health benefits. Is that for all? Assistant  
23 Town manager stated that no, it's only for three part-time employees at the PD who are  
24 retirees and who fall under the NHRS subsidy. We are only paying the Delta. No other part-  
25 time employees. Councilor Paul asked what is a sidebar and how many do we have.  
26 Malaguti stated that he doesn't know how many we have, but it is an amendment to a  
27 contract basically. All of the collective bargaining agreements are subject to sidebars  
28 sometime along the way. It is typically done to address issues that were not anticipated  
29 between the parties at the time it was negotiated. Malaguti stated that this is for things that  
30 could not have been anticipated. Malaguti stated that they are not rare, but they also don't  
31 happen every month. Drabik stated about once a year.

32  
33 Janet Huttula, 5 Stony Point Drive, stated that she has a few questions regarding things she  
34 found on the DRA website. It says that they assess taxable and non-taxable land. What is

## LONDONDERRY TOWN COUNCIL MEETING MINUTES

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35 not taxable? Church? How do they come up with their formula? Steve Hamilton,  
36 Londonderry Assessor, stated that the law provides for an exemption, when the law creates  
37 an exemption. Things like, religious, charitable, education, are not taxable based on the law,  
38 but we are required to establish a value for them so that everyone can see what the impact  
39 is of those legislation exemptions.

40

41 Eric Melanson, 7 Jewel Court, stated that there are a number of condo associations within  
42 town and on the assessments in the past, they had a value assigned to them. They weren't  
43 taxed on the land but they were taxed on the condos themselves. Now the land is showing  
44 a zero value on the town, it went from having an amount to not having an amount. Hamilton  
45 stated that he is referring to the condominium master cards for those properties at some  
46 point may have held a value for them that was never reported into the MS1 or showed as an  
47 exempt value.

48

49

### **PUBLIC HEARING**

50

51 Councilor Dolan motioned to open Public Hearing, second by Councilor Butler Chair votes  
52 4-0-0.

53

54 Chairman Farrell introduced Resolution #2022-02. The acceptance of unanticipated revenue  
55 pursuant to RSA 31:95-b, a DES Grant. Town Planner Colleen Mailloux presented.  
56 Mailloux stated that this is a request to authorize Acting Town Manager Michael Malaguti  
57 to sign paperwork with this Grant. Mailloux stated that a water resources management plan  
58 was completed in 2019 and that plan came up with a number of recommendations for tasks  
59 and projects that town can do to work on identifying risks to our water resources. One of  
60 those projects was an environmental risk assessment associated with septic systems. It's a  
61 three-part project. This \$12,865.00 Grant was awarded to complete this project. This will  
62 be supplemented with some funding from the Planning Departments budget and the  
63 Management Services line to make sure the project is effective. Mailloux stated that they  
64 will also be bringing back the intern program this summer to get an intern who can help  
65 with the project. Motion to approve Resolution #2022-02 to accept the Grant from DES in  
66 the amount of \$12,865.00 and give Malaguti signing power made by Councilor Dolan and  
67 second by Councilor Butler. Hair votes 4-0-0.

68

69 Motion to close the Public Hearing made by Councilor Dolan and second by Councilor

## LONDONDERRY TOWN COUNCIL MEETING MINUTES

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70 Paul. Chair votes 4-0-0.

71

### NEW BUSINESS

72

73 Doug Thomas, 143 Mammoth Rd, stated that he is Vice Chair of the House Science,  
74 Technology and Energy Committee, he witnessed a webinar about managing an energy  
75 emergency he would like to share with the Council. Thomas stated that in the next few  
76 winters, there will be planned power outages throughout the state. ISO New England, who  
77 controls the regional grid of six states, New Hampshire being one of them. What happens  
78 in one state, affects the entire grid if the generator goes offline. ISO NE doesn't produce  
79 any generation, but they do control it. Thomas stated that they do a projection and they see  
80 a loss of power in the next several years. Thomas stated that what they are seeing is a period  
81 of time where capacity may not be enough to provide power for an unusual cold winter  
82 when there's a spike, and the reason is the fuel situation. Natural gas has become the  
83 dominant fuel source, and we rely heavily on it. The pipelines can't provide what we need  
84 during the winter time. Thomas stated that there's enough gas, but not enough pipelines.  
85 Thomas stated that with all of this, and power plants closing, there may not be enough to  
86 handle extreme bouts of cold weather. ISO NE has asked utilities to brief, and provide  
87 information, to the state and the towns on the plans of when and what could happen. Thomas  
88 stated that the risk right now is low. But there is still the risk.

89

90 Dave Cloutier, Bedford, NH, stated that they should get a call from ISO before something  
91 like that would happen. Cloutier stated that they can turn off 87% of customers in NH if  
92 they got the call. Cloutier went over the process of shutting off customers, and rotating  
93 through customers throughout the process. Councilor Dolan asked if this will cause a  
94 blackout or a brownout. Cloutier stated that prior will be a voltage reduction, a brownout.  
95 It's a process that will be tested and it is implemented twice a year and not noticeable by the  
96 customers. For the customer, it will be like any standard outage. Councilor Butler asked  
97 about those who need electricity to survive, people on oxygen. Cloutier stated that ISO will  
98 give good notice and communicate. They look out 21 days in advance. Cloutier stated that  
99 one or two days is fine, but the third or fourth day at zero or below is when it becomes an  
100 issue. Thomas stated that this is why we need to plan.

101

102 Allison McClain, Eversource Community Relations, added that this would be very different  
103 from a storm. It is important that the town prepares. It will be different because critical  
104 facilities such as the PD or FD would be in part of the controlled outages. Those facilities  
105 would be included on the top of the list to turn back on, but they would be included in the

## LONDONDERRY TOWN COUNCIL MEETING MINUTES

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106 shutoff.

107

108 Councilor Paul asked if this will happen in the summer when there's heat waves, or just in  
109 the cold weather. Cloutier stated that it can happen any day of the year. It's more likely in  
110 the winter. Chairman Farrell thanked Doug Thomas for bringing it to the Council's attention.

111

112 Chairman Farrell introduced the first reading for Ordinance #2022-01, an organizational  
113 amendment to the Londonderry Zoning Ordinance and Ordinance #2022-02, an amendment  
114 to the Zoning Ordinance relative to portable storage. Town Planner Colleen Mailloux  
115 presented. The Public Hearing will take place on Monday, March 21<sup>st</sup>. Motion to waive the  
116 first reading of Ordinance #2022-01 made by Councilor Dolan and second by Councilor  
117 Paul. Chair votes 4-0-0. Motion to waive the first reading of Ordinance #2022-02 made by  
118 Councilor Dolan and second by Councilor Butler. Chair votes 4-0-0.

119

120 Acting Town Manager Mike Malaguti discussed the Mack's lease agreement. Malaguti  
121 stated that on December 29, 2021 we solicited applications for an agricultural lease of 114  
122 Pillsbury Rd. Malaguti stated that this is the parcel the town acquired from Mack's Apples  
123 in 2021. Malaguti stated that this was open to all applicants. Applications were accepted  
124 until January 21, 2022. The town received 12 applications, including one from Mack's  
125 Apples. Malaguti stated that only Mack's Apples fits this bill and that would be his  
126 recommendation. Malaguti stated that he has informal discussions with their attorney. He's  
127 indicated that he's willing to lease the parcel from the town on the same conditions as last  
128 year, as a one-year lease for \$1 of consideration, on condition that. Malaguti stated that he  
129 is looking for the Council to authorize him to continue the discussions with the attorney,  
130 and to enter into a lease arrangement on behalf of the town. The Conservation Commission  
131 motioned to proceed in the same fashion and for the Council to approve the lease agreement.  
132 The Council gave a consensus to Malaguti to move forward.

133

134 Chairman Farrell introduced Resolution #2022-03, the acceptance of unanticipated revenue  
135 pursuant to RSA 31:95-b, opioid settlement funds. Finance Director Justin Campo  
136 presented. Campo stated that these funds have to be spent on opioid preventing and  
137 education of opioids. Campo stated that the recommendation is to partner with CHS. The  
138 Council suggested taking CHS out. Motion to approve the amendment to take our  
139 Community Health Services made by Councilor Paul and second by Councilor Butler. Chair  
140 votes 4-0-0. Motion to approve Resolution #2022-03 as amended made by Councilor Dolan  
141 and second by Councilor Paul. Chair votes 4-0-0.

# LONDONDERRY TOWN COUNCIL MEETING MINUTES

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142

## OLD BUSINESS

143

144 Steve Hamilton gave an assessment update. Hamilton stated that they have received 28  
145 abatements from Forest Hills. There is a total of 57 altogether. Hamilton stated that he  
146 doesn't anticipate that everyone will want to apply. Hamilton stated that they held  
147 informal hearings in the summer of 2021. Among those, they had about 1/3 change in their  
148 assessed value and 2/3 with no change.

149

150

## APPROVAL OF MINUTES

151

152 Motion to approve the Town Council minutes from February 7, 2022 made by Councilor  
153 Paul and second by Councilor Butler. Chair votes 4-0-0.

154

155

## APPOINTMENTS

156

157 The Council interviewed Chris Moore for the ZBA. Motion to appoint Moore to an  
158 alternate position on the ZBA made by Councilor Dolan, and second by Councilor Butler.  
159 Chris votes 4-0-0.

160

161 Town Manager Mike Malaguti gave a Town Manager update.

162

163

## ADJOURNMENT

164

165 Motion to adjourn made by Vice Chairman Dolan and second by Councilor Butler. Chair  
166 votes 4-0-0.

167

168 Notes and Tapes by: Kirby Brown Date: 2/22/2022

169 Minutes Typed by: Kirby Brown Date: 3/01/2022

170 Approved by: Town Council Date: 3/14/2022