



LONDONDERRY TOWN COUNCIL

John Farrell • Chair
Joe Green • Vice Chair
Jim Butler • Councilor
Deb Paul • Councilor
Chad Franz • Councilor

Michael Malaguti • Town Manager
Justin Campo • Finance Director

Agenda
October 17, 2022 – 6:00 P.M.
Moose Hill Council Chambers

A. CALL TO ORDER

B. NON-PUBLIC SESSION

RSA 91-A, I (a), (b), and (c) to begin at 6:00 PM

C. PUBLIC COMMENT

1. Energy Update
(*Michael Speltz, Energy Efficiency Task Force*)

D. PUBLIC HEARING

1. **Resolution #2022-16** – Acceptance of Unanticipated Revenue (Under RSA 31:95-b, III (a))
2022 Homeland Security Grant – Endpoint Detection & Response Cyber Security
(*Justin Campo, Finance Director*)
2. **Resolution #2022-17** – Acceptance of Unanticipated Revenue (Under RSA 31:95-b, III (a))
Londonderry Police Department Office of Highway Safety Grant
(*Londonderry Police Department*)

E. NEW BUSINESS

1. Panciocco Request to release deed restrictions at 94 Pillsbury Road
(*Attorney Pat Panciocco; Mark and Cheryl Tepper*)

2. Lions Hall Existing Conditions Presentation
(Dave Wholley, Director of Public Works; Weston & Sampson Consultants)
3. Extend Lancaster Drive Grant Agreement
(Michael Malaguti, Town Manager)
4. DPW Winter Operations Presentation
(Dave Wholley, Director of Public Works)
5. Extend Strategic Planning Grant Agreement
(Michael Malaguti, Town Manager)
6. Resolution #2022-18 – A Resolution Relative to Creating the Municipal Aggregation Committee
(Michael Malaguti, Town Manager)
7. Sister City Discussion
(Councilor Deb Paul)

F. OLD BUSINESS

G. APPROVAL OF MINUTES

October 3, 2022 Town Council Minutes

H. APPOINTMENTS/REAPPOINTMENTS

1. Budget Committee Interviews
 - A. *Interview of John Goglia as a Member*
 - B. *Interview of Lynn Wiles as a Member*
 - C. *Interview of Rob Galan as a Member*
2. Energy Efficiency Task Force Interviews
 - A. *Appointment of Ray Breslin from an Alternate to a Full Member*
 - B. *Interview of Anne Fenn for an Alternate Position*
 - C. *Interview of Janice Harvey for an Alternate Position*

D. OTHER BUSINESS

1. Liaison Reports
2. Town Manager Report
 - a. Drought Update

E. ADJOURNMENT

F. MEETING SCHEDULE

1. Town Council Meeting 11/07/2022
Moose Hill Council Chambers, 7:00 P.M.
2. FY24 Budget Workshop 11/05/2022
Moose Hill Council Chambers, 9:00 A.M.
3. Town Council Meeting & Budget Workshop 11/07/2022
Moose Hill Council Chambers, 7:00 P.M.

LEGAL NOTICE

The Londonderry Town Council will hold a PUBLIC HEARING on the following item:

Acceptance of Unanticipated Revenue 31:95-b, III(a)
LPD Office of Highway Safety Grant
2022 Homeland Security Grant -Endpoint Detection & Response Cyber Security

The public hearing will occur on Monday, October 17, 2022 at 7:00 PM at the Londonderry Town Hall, 268B Mammoth Road, Londonderry, NH 03053.

Londonderry Town Council

RESOLUTION 2022-16

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

First Reading: 10/17/22
Second Reading: Waived
Adopted: 10/17/22

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

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

WHEREAS the Town has been awarded the 2022 Homeland Security Grant by the New Hampshire Department of Safety, in the amount of \$43,486.00, for the purpose of purchasing and installing an Endpoint Detection & Response Program to assist in preventing Cyber-attacks.

WHEREAS the equipment will be purchased with funds provided by the U.S. Department of Homeland Security and the NH Department of Safety - Grants Management Bureau.

WHEREAS these funds provided to the town expire on August 31, 2025.

NOW THEREFORE BE IT RESOLVED by the Londonderry Town Council to authorize the Town Manager to enter into and accept the grant mentioned in this resolution and therefore the Town Council resolves that the unanticipated revenues in the amount of \$43,486.00 for this grant are hereby accepted through the life of the grant through Fiscal Year ending June 30, 2026.

John Farrell - Chairman
Town Council

(TOWN SEAL)

Sharon Farrell - Town Clerk
A TRUE COPY ATTEST: 10/17/22

State of New Hampshire

ROBERT L. QUINN
COMMISSIONER OF SAFETY



RICHARD C. BAILEY, JR.
EDDIE EDWARDS
ASSISTANT COMMISSIONER

DEPARTMENT OF SAFETY

James H. Hayes Safety Building, 33 Hazen Drive, Concord, NH 03305
Tel: (603) 223-3889
Speech/Hearing Impaired
TDD Access Relay NH 1-800-735-2964

September 30, 2022

Public Safety IT Coordinator Thomas Roy
Town of Londonderry
268B Mammoth Road
Londonderry, NH 03053

Re: 2022 Homeland Security Grant Program– (Endpoint Detection & Response Cyber Security) - \$43,486

Dear Public Safety IT Coordinator Roy:

Congratulations! Enclosed is the award package for the above referenced grant. Please review these documents and sign where appropriate. There are 13 attachments, which I have outlined below.

Please carefully review the grant Terms and Conditions. Many special grant conditions must be fulfilled before you can proceed. We also will update fiscal, program management, and agency contacts at that time. Please be sure the most current contacts are those who are listed and sign these grant award documents as they are authorized to do. If you have questions, please contact my office at any time. Please note we have included a summary of who can legally sign these grant documents which are equivalent to a contract.

REMINDER: Governor and Council approval of this grant must be executed. Do not undertake any activities related to your application at this time. Do not undertake any activities related to your application at this time. Any work outside of the official grant performance period cannot be reimbursed. Work completed before the final execution of the grant documents is also prohibited. Several of the special conditions must be fulfilled before any grant work can begin. Once you review the grant award documents, sign them, and return them to my office, you will be given an official "OK to proceed" in writing from my office via e-mail. At that time, you may begin. If applicable, you may start the process of EHP reviews (first project which must be completed and approved by DHS HQ- before any work can begin), then you could draft bids for work etc., but bids cannot be posted until you have an OK to Proceed.

RESOLUTION 2022-17

A Resolution Relative to the

Acceptance of Unanticipated Revenue Under RSA 31:95-b

First Reading: 10/17/22
Second Reading: Waived
Adopted: 10/17/22

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

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

WHEREAS the Town has been awarded Highway Safety Grant by the Office of Highway Safety & National Highway Traffic Safety Administration, in the amount of \$14,400.00, with a Town match of \$3,600.00.

WHEREAS this award is intended to help with the funding of 6 different traffic safety programs.

NOW THEREFORE BE IT RESOLVED by the Londonderry Town Council to authorize the Town Manager to enter into and accept the grant mentioned in this resolution and therefore the Town Council resolves that the unanticipated revenues in the amount of \$14,400.00 are hereby accepted through the life of the grant through Fiscal Year ending June 30, 2024.

John Farrell - Chairman
Town Council

(TOWN SEAL)

Sharon Farrell - Town Clerk
A TRUE COPY ATTEST: 10/17/22

PANCIOCCO LAW, LLC

Patricia M. Panciocco *
*Admitted in NH & ME

One Club Acre Lane
Bedford, New Hampshire 03110
www.pancioccolaw.com

Tel. 603-518-5370
Fax 603-206-5946
E-mail: Pat@pancioccolaw.com

September 7, 2022

Via US Mail & Email – mmalaguti@londonderrynh.org

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

**Re: Tax Map 9, Lot 56-4
94 Pillsbury Road**

Dear Town Manager Malaguti:

I represent Mark E. and Cheryl W. Tepper who own 92 Pillsbury Road and the abutting property referenced above (“Property”). In addition to being their residence, this combined location is also used to operate Orchard Hill Greenhouses. Both parcels are zoned AR-1 and except for the Nelson Road Recreation Area located to the north, are surrounded by other residential uses.

My clients acquired the rear 8-acres of the Property from the Town in 2001 to expand their greenhouse business. The 8-acres was originally part of a 47-acre tract the Town acquired from CCM, Inc. in 1973 to build the Nelson Road Recreation Area. The Plan showing the original 47-acre parcel and a copy of the Town’s deed to my client are attached as Exhibit A. To fund the acquisition of the 47-acres, the Town received a grant from the Land and Water Conservation Fund (“LWCF”) in 1973 and then executed a “*project agreement*” requiring the 47-acre tract be used for public recreation. After the Nelson Road Recreation Area improvements were completed, the 8-acre remainder had remained unused because it was landlocked, steep and generally unsuitable to accommodate recreational improvements.

After my client asked if the 8-acres was available for purchase, the Town contacted the NH Department of Resources and Economic Development¹ (“DRED”) and explained why it was unusable. On July 26, 2000, DRED sent the Town a letter approving the 8-acres being released from the terms of the LCWF project agreement and its sale to my client for \$15,000 provided they paid the Town’s legal fees and subdivision costs, and the proceeds were reinvested in the West Road Recreation Area. Exhibit B.

However, when the purchase agreement was prepared in September of 2000, the Town added 2 additional conditions requiring: (a) the use of the 8-acres be limited to “*agricultural use only... greenhouses, and flowers, shrubs, bushes, trees and other landscape plantings*”; and (b) a 50-foot no-disturbance buffer being imposed along its perimeter. Exhibit C. On June 22, 2001, the Town

¹ At that time, DRED managed this program for the federal government.

transferred the 8-acres to my client with those deed restrictions although neither were imposed by DRED or LWCF. Exhibit D.

I write today because my clients are nearing retirement. Like most industries, the greenhouse business has changed, and they are very concerned the additional restrictions in the Town's deed to them will limit the value of their land. This question is further complicated by the requirement that the 8-acre parcel, because it had no frontage, be merged into my client's existing 3.8-acre parcel fronting on Pillsbury Road when it was subdivided from the original 47-acre tract.

For these reasons, my client would like to meet with the Town Council to explore whether the deed restrictions could be released. Since its acquisition, my clients have been paying the full tax rate on the rear 8-acres and did not put it in current use. By way of further information, I did request a copy of the DRED file and can send that to you if necessary. That documentation does confirm the deed restrictions were not imposed by LWCF or DRED. I look forward to hearing from you when it may be possible to meet with the Town Council.

Sincerely yours,

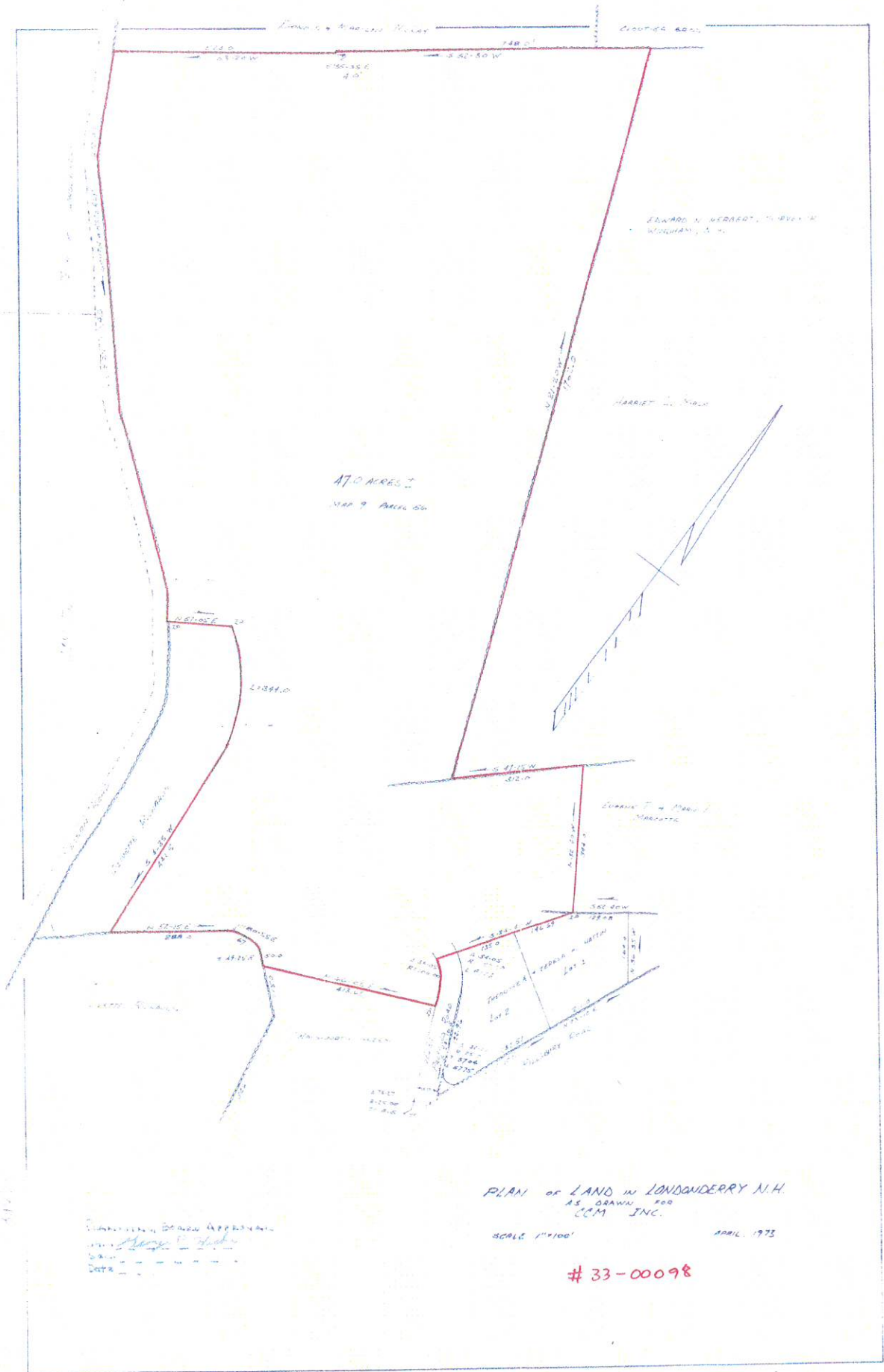
/s/ Patricia M. Panciocco

Patricia M. Panciocco

Enclosures

Cc: Clients

EXHIBIT A



C C M Inc., a New Hampshire corporation duly established by law and having its principal place of business in Londonderry, County of Rockingham, State of New Hampshire, for consideration paid, grant to Town of Londonderry, a municipal corporation having its principal place of business in Londonderry, County of Rockingham, State of New Hampshire, with WARRANTY covenants,

A certain parcel of land situated on the Easterly side of Nelson Road and Northerly of, but not on, Pillsbury Road in said Londonderry, and being shown on plan entitled "Plan of Land in Londonderry, N.H. as drawn for CCM Inc. April 1973" Edward N. Herbert, Surveyor, and according to which plan said parcel is more particularly bounded and described as follows:

Beginning at a corner of stone walls on the Easterly side of said Nelson Road at the Northwesterly corner of the within conveyed premises and at the Southwesterly corner of land of Donald & Marilyn McKay; thence in a general Southwesterly direction by said stone wall and Nelson Road one thousand two hundred seventy-two (1272) feet to an iron pin in said wall at land of Olivette Richards; thence North 57° 05' East by said Richards land to an iron pin; thence in a general Southerly direction following a curve, a distance of three hundred forty-four (344) feet to a point; thence South 4° 35' West still by said Richards land four hundred forty-one and 5/10ths (441.5) feet to a point in a stone wall at other land of said Richards; thence North 52° 15' East by said stone wall and Richards land two hundred eighty-eight (288) feet to a point in said wall; thence North 80° 55' East by said wall and Richards land sixty-seven (67) feet; thence South 49° 25' East still by said wall and Richards land fifty (50) feet to a point in said wall at land of Andem; thence North 66° 05' East by said Andem land four hundred thirteen and 62/100ths (413.62) feet to a point on the Westerly side of a proposed road; thence in a generally Southerly direction two hundred twenty-six and 35/100ths (226.35) feet by the land of Andem to a point; thence in a generally Southwesterly direction following a curve at the intersection of said proposed road and Pillsbury Road, said curve having an angle of 73° 27', a radius of 25.00 feet and a tangent of 18.65 feet to an iron pin; thence in a generally Northeasterly direction across said proposed road and following the Northerly line of Pillsbury Road and a stone wall one hundred forty-one (141.00) feet, more or less, to a point; thence in a generally Northwesterly direction following a curve at the intersection of said proposed road and Pillsbury Road, said curve having an angle of 132° 21', a radius of 25.0 feet and a length of 57.75 feet to a point; thence North 24° 10' West by a stone wall and land of Hattin one hundred ninety-two and 96/100ths (192.96) feet to a point; thence in a generally Northwesterly direction following a curve, said curve having an angle of 34° 05', a radius of 150.00 feet and a length of 89.23 feet to a point at the Northwesterly corner of land of said Hattin; thence North 34° 40' East by said Lot #2 one hundred thirty-five (135) feet to a point at Lot #1; thence continuing along the same course by said Lot #1 one hundred forty-six and 69/100ths (146.69) feet to an iron pin in a stone wall at land of Marcotte; thence North 32° 40' West by said Marcotte land three hundred forty-four (344) feet to a point in a stone wall at land now or formerly of Mack; thence South 47° 15' West by said stone wall and Mack land three hundred twelve (312) feet to a corner in said wall; thence North 21° 20' West by said wall and still by Mack land one thousand seven hundred sixty-two (1762) feet to a corner in said wall at land of Cloutier Bros.; thence South 52° 30' West by said stone wall and partly by land of Cloutier Bros. and land of one McKay seven hundred forty-eight (748) feet to a bend in said wall; thence South 35° 35' East four (4) feet to a bend in said wall; thence South 53° 20' West still by said wall and McKay land five hundred twenty-three (523) feet to the point of beginning. Containing 47.0 acres, more or less.

73 SEP 13 AM 10:17

REGISTRY OF DEEDS
ROCKINGHAM COUNTY

Meaning and intending to convey a part of the premises conveyed by James A. Matarozzo, et als. to C C M Inc., dated May 8, 1968 recorded in Rockingham County Registry of Deeds at Volume 1909, Page 154.

Reference is hereby made to a General Vote of C C M Inc. recorded in said Registry at Volume 2070, Page 430.

Consideration is such that no transfer stamps are required, see RSA 78-B:2 (a).

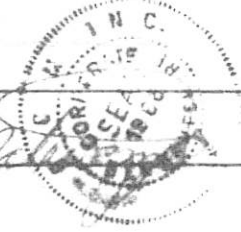
Subject to 1973 Town of Londonderry taxes.

WITNESS its hand and seal this 7th day of September, 1973, by its officer thereunto duly authorized.

Charles A. Fowler
Witness

C C M INC.

By: James A. Matarozzo
Its President



STATE OF NEW HAMPSHIRE

Rockingham, ss.

September 7, 1973

The foregoing instrument was acknowledged before me this day by James A. Matarozzo, President of C C M Inc., a New Hampshire corporation, on behalf of the corporation.

Robert E. Carr
Justice of the Peace

EXHIBIT B



GEORGE M. BALD
Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT
DIVISION of PARKS and RECREATION
172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856



FAX 603 271-2629
WEB: www.nhparks.state.nh.us
E-MAIL: nhparks@dred.state.nh.us

RICHARD MCLEOD
Director
603 271-3556

July 26, 2000

Mr. Troy R. Brown,
Administrative Services Director
Town of Londonderry
50 Nashua Road Suite 100
Londonderry, NH 03053

Dear Mr. Brown,

This letter is in response to the Town of Londonderry's request to convert 8 acres of town owned land, known as Nelson Field, out of recreation so that it may be sold to a land abutter for agricultural purposes. This is a partial conversion request of the original 49 acres of land acquired through the Land and Water Conservation Fund Program, project 33-00098.

Based on the information provided by your office, it is my understanding that:

- All practical alternatives have been evaluated and rejected on a sound basis.
- The town will convert 8 acres of Nelson Field out of recreation
- The Town will sell the 8 acres to a land abutter for the sum of \$15,000 plus any and all legal costs associated with the subdividing and deeding of the land.
- The conversion of 8 acres will not affect the recreational usefulness of the Nelson Field Property and the unconverted area will remain recreationally viable.
- The Town will use revenues from the sale of the property to enhance a new recreational area in the town.
- The converted land at Nelson Field will be replaced with 40 acres of acquired property as required by the Land and Water Conservation Fund Program.
- The property to be acquired will have public access.
- The newly acquired parcel will be used for outdoor recreation purposes in perpetuity.
- The market value of 8 acres at Nelson field is \$44,831.00
- The market value of 40 acres on West Road is \$110,140.00.

Based on the information above, and advisory clearance from the State Historic Preservation Office, the Department of Resources and Economic Development grants conditional approval to the Town of Londonderry to proceed with the requested action.

To complete this process, resulting in an amended project agreement, I will need from the Town, within one year of the date of this letter, survey maps for both the remaining Nelson Field property and the West St property. These will serve as updated Section 6(f) maps as required by the Land and Water Conservation Fund Program and will be placed in the permanent file located at the Department of Resources and Economic Development. Also, the deed on the West Road property should reflect LWCF participation and that it shall not be converted to other than outdoor recreation uses. Please provide me with a copy of the deed transferring the property to the Town of Londonderry. Lastly, Land and Water Conservation Fund signs, as provided by this office, should be placed at both locations.

Upon receipt of the maps and deed, I will forward copies to the National Park Service. Subsequently, an amended project agreement will be sent to the Town for signature.

Thank you for your cooperation with this process. Please do not hesitate to call with any questions.

Sincerely,



Allison A. McLean,
Recreation Services Director
Alternate State Liaison Officer for LWCF (ASLO)

Cc: Commissioner George Bald, DRED
and State Liaison Officer, LWCF

Richard McLeod, Director, Parks & Recreation
ASLO

ORDER 2000-09

An Order Relative to

THE CONVERSION AND SALE OF RECREATIONAL PROPERTY***Re: Orchard Hill Greenhouses/Nelson Field***

First Reading: 09/11/00

Hearing/Second Reading: Waived

Adopted: 09/11/00

WHEREAS voters attending the Annual Town Meeting held on March 6, 1972, did approve Warrant Article No. 8 to raise and appropriate funds for the purchase of forty nine acres of land identified as Tax Map 9, Lot 56 and 58 for public outdoor recreation purposes; and to accept grant funds offered under the Land and Water Conservation Fund Program (LWCFP), known as Project #33-00098; and,

WHEREAS the property, developed for recreational purposes and now known as Nelson Field, includes an eight (8) acre section which the Town Council and Recreation Commission have determined has no recreational use at this time; and,

WHEREAS the Department of Resources and Economic Development, Division of Parks and Recreation has agreed that the conversion of said eight (8) acres to agricultural use will not affect the recreational usefulness of Nelson Field and that said conversion is acceptable;

WHEREAS the Londonderry Town Council is desirous of a timely conversion of the property by sale of said eight (8) acres to Orchard Hill Greenhouses, a business owned by Mark and Cheryl Tepper,

IT IS THEREFORE ORDERED by the Town Council of the Town of Londonderry that the Council hereby authorizes the Town Manager, Richard M. Plante, to act on behalf of the Council relative to the sale of said eight (8) acres owned by the Town of Londonderry, being a part of Tax Map 9, Lot 56 and Lot 58, respectively and further to authorize the Town Manager to:

1. Execute a Purchase and Sale Agreement(s) on behalf of the Town Council substantially in the form presented this date,
2. Execute, acknowledge and deliver any and all agreements, including but not limited to, Purchase and Sale agreements,
3. Make such adjustments and disbursements called for under the Purchase and Sale Agreement(s) or required to complete the transfer,
4. Accept other documents necessary to consummate the transfer of the Deed for said subdivided parcel to Orchard Hill Greenhouses,
5. To do all things necessary for and related to the sale under such stipulations as set forth in the State of New Hampshire, DRED/Division of Parks and Recreation letter dated July 26, 2000.

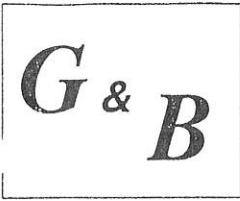
Andrew P. Greco - Chairman
Town Council

(TOWN SEAL)

Marguerite Seymour - Town Clerk/Tax Collector

A TRUE COPY ATTEST:

09/11/00



GRINNELL & BUREAU, ATTORNEYS AT LAW

25 Nashua Road, Suite C-3, Londonderry, NH 03053

George H. Grinnell, 1910-2000

Edward D. Bureau

Robert E. Carr

Roland E. Morneau, Jr.



603-432-3351 Phone

603-432-4730 Fax

GBLawFirm@aol.com Email

September 5, 2000

Troy Brown, Director of Administrative Services
Londonderry Town Offices
50 Nashua Road, Suite 100
Londonderry, NH 03053

Re: Purchase and Sale Agreement
Seller: Town of Londonderry
Buyer: Tepper
Location: 8 Acres Off and Northerly of Pillsbury Road

Dear Troy:

Pursuant to our meeting on Thursday, August 31, 2000, enclosed find the redrafted Purchase and Sale Agreement which I have prepared.

I would appreciate your careful review of this document to see if you think it now accurately reflects the understanding and agreement of the parties. If so, I would suggest that you have Mr. and Mrs. Tepper sign the original and a copy of the Purchase and Sale Agreement. When Dick Plante returns, he can sign the Purchase and Sale Agreement on behalf of the Council (assuming he has received authority from them to do so) and, thereafter, a copy of the Purchase and Sale Agreement can be given to Mr. and Mrs. Tepper. Once Mr. and Mrs. Tepper have obtained a signed original Purchase and Sale Agreement, they will proceed to contact a surveyor to have the plan prepared.

If you have any questions regarding this letter or the enclosed Purchase and Sale Agreement, kindly contact me at your convenience.

Very truly yours,

GRINNELL & BUREAU

Robert E. Carr

REC/mal

PURCHASE AND SALE AGREEMENT

This Agreement made by and between the Town of Londonderry, a municipal corporation with a principal place of business at 50 Nashua Road, Londonderry, County of Rockingham, State of New Hampshire (hereinafter referred to as the "Town" and/or "Seller"), and Mark Tepper and Cheryl Tepper, d/b/a "Orchard Hill Greenhouses" of 94 Pillsbury Road in Londonderry, said County and State (hereinafter referred to as the "Tepper" and/or "Buyer") ("Town" and/or "Seller" and "Tepper" and/or "Buyer" may be referred to collectively as "the Parties" where the context so admits or requires).

For good and valuable consideration, the receipt of which is hereby acknowledged, the Parties do hereby that the Town is to sell and Tepper is to purchase the property described below on the following terms and conditions:

1. **PROPERTY:** A certain parcel of land located northerly of and off Pillsbury Road in Londonderry, County of Rockingham, State of New Hampshire, containing eight (8) acres, more or less, and located adjacent to and northerly of real property owned by Tepper, all as more particularly shown on a plan attached hereto and made a part hereof.
2. **PURCHASE PRICE:**

Purchase Price	\$	15,000.00
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3. **CLOSING AND TRANSFER OF TITLE:** The property is to be conveyed in or within thirty (30) days from the date of the recording in the Rockingham County Registry of Deeds of the plan showing the property at the office of Grinnell & Bureau, 25 Nashua Road, Suite C-3, Londonderry, New Hampshire, unless some other date and time shall be mutually agreed to by the Parties. At that time the Seller shall supply a properly executed Quitclaim Deed conveying clear and marketable title, free of all encumbrances, except as set forth in this agreement, subject to easements and restrictions of record, if any such there may be, and all as contained in the deed itself.
4. **ADJUSTMENTS:** Taxes for the current year and any other adjustments that may be required, shall be apportioned as of the date of closing.
5. **REAL ESTATE COMMISSION:** The Parties respectively represent that no real estate commission is due, the parties not having dealt with a real estate broker or salesman in regard to this sale, and agree to hold each other harmless from any claim for a commission by anyone who has dealt with either party.

6. **USE OF PROCEEDS:** The Town hereby states and agrees that the proceeds from the sale of the property shall be used to enhance the forty (40) acre, more or less, parcel the Town is obtaining from Continental Paving Company, which acreage abuts other land which the Town has acquired, for outdoor recreational purposes in perpetuity.

7. **CONTINGENCIES:** Prior to the Town's conveying the property to Tepper, the following conditions/obligations shall be fulfilled.
 1. Tepper shall have prepared a lot line adjustment plan showing the property, said plan shall be presented to the Town and approved by the Londonderry Planning Board merging the eight (8) acre parcel with the land on which Tepper's home is located.
 2. Tepper shall hire, pay for and be solely responsible for the payment of all costs of surveying and engineering necessary for the preparation of the plan showing the 8-acre parcel, more or less, and the recording of the deed conveying the same from the Town to Tepper.
 3. The deed of the property from the Town to Tepper shall contain a permanent covenant which shall restrict the property "for agricultural use only – for the growing of plant materials (both inside and outside) of to-be constructed greenhouses, and flowers, shrubs, bushes, trees and other landscape plantings."
 4. The deed of the property shall contain a covenant that Tepper agrees to maintain a fifty (50') foot buffer between any agricultural activity conducted by them on the property and any abutter's property line, leaving such buffer undisturbed, except as is necessary for surveying and performing any necessary soil conservation/wetland protective measures.
 5. The deed of the property shall contain a covenant that Tepper shall agree to and shall comply with any requirements of the United States Department of Agriculture, New Hampshire Department of Agriculture, New Hampshire Department of Environmental Services or any other federal or state agency with regard to the use of the property.
 6. The property will be "merged" with other property owned by Tepper.

8. **GENERAL DEFINITIONS:**

- A. Time is of the Essence: The Parties agree that time shall be of the essence with respect to all times and dates set forth herein for the performance of the obligations stated.
- B. Assignment: No assignment of this agreement or any right accruing under this agreement shall be made, in whole or in part, by either party, without the prior written consent of the other party, provided, however, that nothing in this paragraph shall be deemed to apply to any business entity of the Buyer which business entity is within his sole control.
- C. Recordation: The Parties hereto agree that this purchase and sale agreement shall not be recorded or filed in the Registry of Deeds and that this agreement shall terminate (at Seller's option) in the event of such recording or filing by the Buyer and that nothing herein contained shall operate to bind or cloud the title to said premises.
- D. Binding on Successors: This agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, estates, successors and assigns of Buyer and Seller.
- E. Interpretation: This agreement shall be interpreted under the laws of the State of New Hampshire.
- F. Captions: The captions used herein are for convenience only, are not a part of this agreement, and shall not be used in construing it.
- G. Gender: Reference herein to the masculine shall be deemed to include the feminine and reference to the singular shall be deemed to include the plural where the context so requires or permits.
- H. Entire Agreement: This agreement contains all the terms and conditions of this sale and any oral representations made by either party prior to the signing of this agreement are null and void. This agreement may only be modified by a written instrument.
- I. Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall be one and the same instrument.
- J. Notices: All notices or other documents under this agreement shall be in writing and delivered personally or mailed by certified mail, return receipt requested, postage prepaid, addressed to the parties at their last known addresses.

Dated this _____ day of _____, 2000.

NOTE: THIS IS A LEGAL DOCUMENT THAT CREATES CERTAIN BINDING OBLIGATIONS. IF YOU DO NOT UNDERSTAND IT, CONSULT AN ATTORNEY BEFORE SIGNING.

I have read and understand this Agreement.

BUYER
TOWN OF LONDONDERRY

Witness

Date

By: _____
Richard M. Plante, Town Manager

SELLER

Witness

Date

Mark Tepper

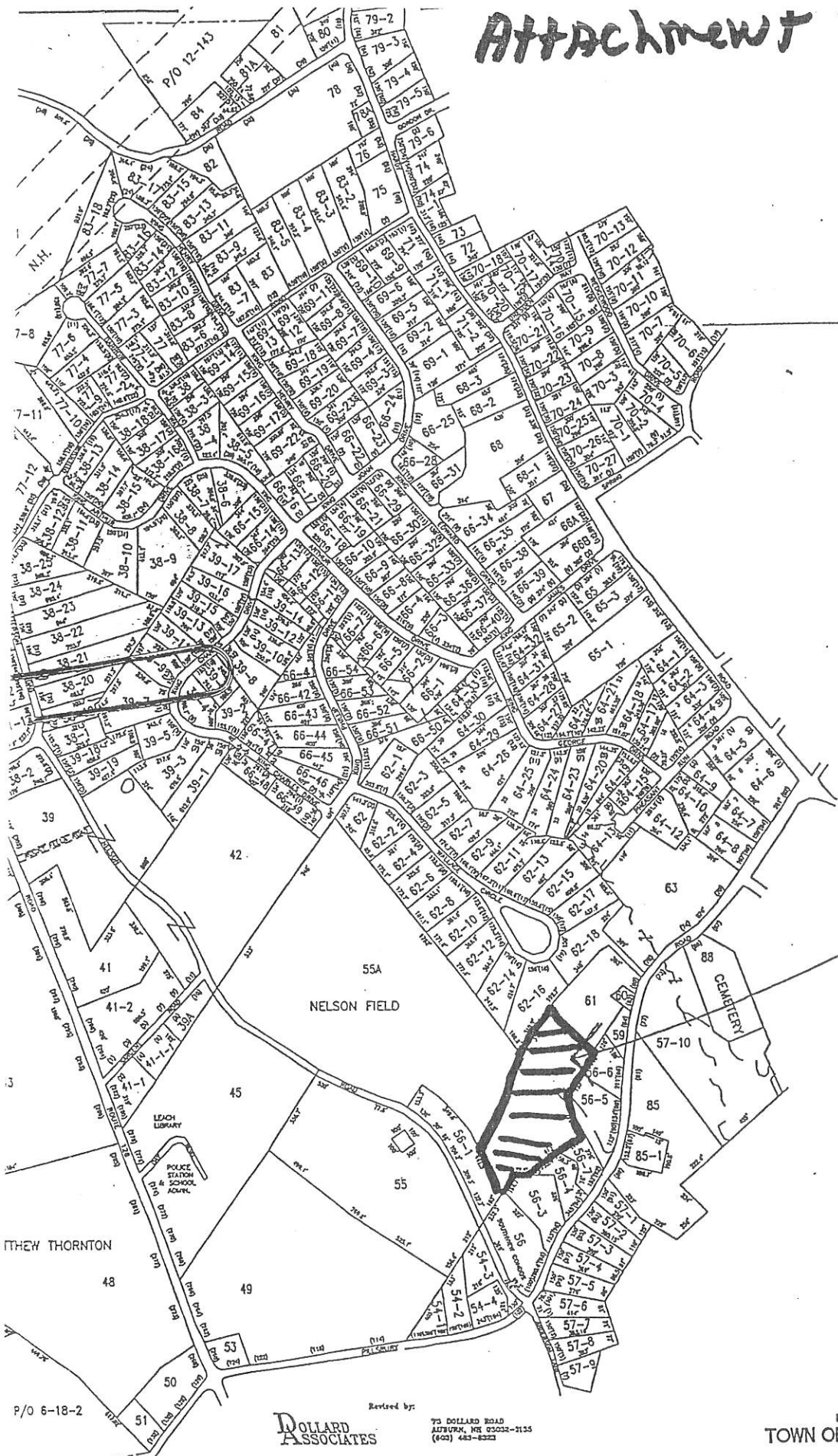
Witness

Date

Cheryl Tepper

Attachment

8/3/00



10

*Proposed
Subdivision
Approximately 8 acres*

DOLLARD ASSOCIATES

Revised by:
73 DOLLARD ROAD
ALBURN, NH 03032-2155
(603) 483-8223

PROPERTY MAP
TOWN OF LONDONDERRY

ROCKINGHAM COUNTY, NEW HAMPSHIRE
PREPARED BY
JAMES W. SEWALL COMPANY OLD TOWN, MAINE
SCALE 1 INCH EQUALS APPROXIMATELY 400 FEET

REV.	DATE	DESCRIPTION	BY
A	6/19/85	SUBDIVIDED LOT 52, UPDATED LOTS 4,52,61-1	AMB
B	5/15/96	SUBDIVIDED LOT 86 INTO 86, 86-1	AMB
C	6/26/98	ADDED ADDRESS #'S & LOT #'S 66-3,66-40	SRR
D	6/28/98	SUBDIVISIONS FOR 6-18-2 & 9-8-3	SRR
E	7/8/99	ADDED Z-LINE'S ON 39 & 42	SRR

DICTIONED AND ELECTRONICALLY PREPARED BY
THE SOUTHERN NEW HAMPSHIRE PLANNING COMMISSION

QUITCLAIM DEED

Town of Londonderry, a municipal corporation with a principal place of business at 50 Nashua Road, Suite 100, Londonderry, County of Rockingham, State of New Hampshire, **for consideration paid**, grants to **Mark Tepper and Cheryl Tepper**, being husband and wife, d/b/a "Orchard Hill Greenhouses" of 91 Pillsbury Road, Londonderry, County of Rockingham, State of New Hampshire, as joint tenants with rights of survivorship,

Handwritten initials: M.T. & C.T.

with **QUITCLAIM COVENANTS**,

All the Town's right, title and interest in and to Parcel "A" as shown on a plan of land entitled "Lot Line Adjustment, Tax Map 9, Lot 56-4, Tax Map 9, Lot 55-A, Pillsbury Road, Londonderry, N. H." prepared by Cornerstone Survey Associates, Inc., 25 Whitetail Lane, Chester, NH 03036, which plan is dated November 2000 and approved by the Londonderry Planning Board on 5-9-01 and recorded in the Rockingham County Registry of Deeds as Plan D-28942 and according to which plan said Parcel "A" is more particularly bounded and described as follows:

045183

2001 JUN 27 AM 8:41

ROCKINGHAM COUNTY
REGISTRY OF DEEDS

Beginning at a point on the boundary line between Parcel "A" and the boundary line between Map 9, Lot 56-4 and Map 9, Lot 56-7; thence South 65° 46' 00" West, one hundred ninety-three and 40/100ths (193.40) feet by Lot 56-4 to an iron pipe found at the northwesterly corner of Lot 56-4; thence North 53° 57' 45" West, seventy-seven and 50/100ths (77.50) feet to a point; thence North 78° 19' 26" West, fifty-two and 73/100ths (52.73) feet to a point; thence South 46' 44' 49" West, two hundred sixteen and 00/100ths (216.00) feet to a point, the last three courses being by Map 9, Lot 56-3; thence by a course line believed to be North 46° 20' 27" West (recited as North 86° 20' 27" West), fifty-two and 61/100ths (52.61) feet by Map 9, Lot 56-2 to a concrete bound found at the most westerly corner of the within-described premises; thence North 37° 47' 52" East four hundred forty-one and 57/100ths (441.57) feet by Map 9, Lot 56-1 to a concrete bound found; thence North 69° 11' 01" East fifty-seven and 76/100ths (57.76) feet by Tax Map 9, Lot 9-55A to a point set in a stone wall; thence South 79° 20' 38" East, four hundred eighty-eight and 15/100ths (88.15) feet by a stone wall and by Tax Map 9, Lot 9-55A to a point set in a stone wall; thence North 46° 10' 02" East, one hundred thirty-six and 02/100ths (136.02) feet to a point set in a stone wall; thence North 45° 40' 06" East, one hundred seventy-four and 29/100ths (174.29) feet to an iron pin set in a stone wall at the northeasterly corner of the within-described premises, the last two courses being by a stone wall and Map 9, Lot 16; thence South 11° 71' 26" West, three hundred thirty-six and 96/100ths (336.96) feet to a steel stake found, the last course being by Map 9, Lot 61; thence South 28° 31' 25" West, two hundred seventy-eight and 74/100ths (278.74) feet to an iron pin found; thence in a generally southeasterly direction following a curve to a point, said curve having a radius of 150.00 feet, a length of 89.23 feet to a point; thence South 25° 27' 17" East, one hundred eighty-six and 85/100ths (186.85) feet to a point; thence in a generally southeasterly direction following a curve to a point, said curve having a radius of 25.00 feet, a length of 57.75 feet to a point on the northerly line of Pillsbury Road, the last four courses being by Map 9, Lot 56-6 and Map 9, Lot 56-5; thence South 64° 41' 01" West, one hundred thirty-eight and 18/100ths (138.18) feet to a point; thence South 47° 59' 43" West, thirteen and 88/100ths (13.88) feet to a point on the northerly side of Pillsbury Road at the southeasterly corner of Map 9, Lot 56-7; thence in a generally northeasterly direction following a curve to a point, said curve having a radius of 25.00 feet, a length of 32.05 feet to a point; thence North 25° 27' 17" West two hundred seventeen and 16/100ths (217.16) feet to a point set at the northeasterly corner of Map 9, Lot 56-7; thence South 65° 46' 00" West, two hundred eighteen and 99/100ths (218.99) feet by Map 9, Lot 56-7 to a point at the northwesterly corner of Map 9, Lot 56-7 at the point of beginning. Said parcel containing 434,926 sq. ft. or 9.98 acres.

Parcel "A" is to be combined with Map 9, Lot 56-4 to create a new lot, Tax Map 9, Lot 56-4 having a total combined acreage of 514,152 sq. ft. or 11.80 acres, more or less.

The Grantee understands and hereby covenants that the above-described property is conveyed subject to the following covenants and restrictions:

- A. The above-described premises shall be used for agricultural use and purposes only – for the growing of plant materials (both inside and outside) of to-be constructed greenhouses, and flowers, shrubs, bushes, trees and other landscape plantings;

- B. The within Grantee agrees to maintain a Fifty (50') foot buffer between any agricultural activity conducted on the above-described property and any abutter's property line, leaving such buffer undisturbed, except as is necessary for surveying and performing any necessary soil, conservation/wetland protective measures;
- C. The within Grantee shall comply with any requirements of the United States Department of Agriculture, New Hampshire Department of Agriculture, New Hampshire Department of Environmental Services, or any other federal or state agency with regard to the use of the property.

Meaning and intending to convey all its right, title and interest in and to a portion of the same premises conveyed to it by deed of CCM Inc. by deed dated September 7, 1973 and recorded in the Rockingham County Registry of Deeds at Book 2210, Page 1062.

Executed this 22nd day of June, 2001.

TOWN OF LONDONDERRY

[Signature]
Witness

By [Signature]
Richard M. Plante, Town Manager

STATE OF NEW HAMPSHIRE
Rockingham, ss.

June 22, 2001

The foregoing instrument was acknowledged before me this day by Richard M. Plante, Town Manager of the Town of Londonderry, a municipal corporation, on behalf of the corporation for the purposes herein expressed.

[Signature]
Justice of the Peace/Notary Public

STATE OF NEW HAMPSHIRE
DEPARTMENT OF REVENUE ADMINISTRATION
REAL ESTATE TRANSFER TAX
XX THOUSAND 1 HUNDRED AND 13 DOLLARS
MO. DAY YR. AMOUNT
06 27 01 492676 \$ 113.00
VOID IF ALTERED



G:\LIC6061.164

A Certificate of Vote of Authorization is a certificate that states that a grant applicant is willing to enter into a grant agreement with the State of NH Department of Environmental Services, that whoever signs the Grant Agreement has the authority to do so. All certificates must include:

- *Certificate should be completed and signed by someone other than the person being given authority (a signature other than the person that will sign the Grant Agreement)*
 - *Must state that the person who signed the Grant Agreement has the authority to do so*
 - *Must be notarized*
 - *Original is needed for submittal. No copies.*
-

Certificate of Vote of Authorization (Lancaster Drive)

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

I, John Farrell, Chairman of the Londonderry Town Council, do hereby certify that at a meeting held on October 17, 2022, the Londonderry Town Council voted to apply to submit an amendment request to extend a certain a Drinking Water and Groundwater Trust Fund grant agreement with the NH Department Environmental Services to fund a water system improvement project, as approved by the Governor and Council on October 15, 2021.

The Londonderry Town Council further authorized the Town Manager, Michael Malaguti, to execute any documents which may be necessary to effectuate this amendment request / grant agreement.

IN WITNESS WHEREOF, I have hereunto set my hand as Chairman of the Londonderry Town Council on the ____th day of October, 2022.

Signature _____

STATE OF NEW HAMPSHIRE

County of Rockingham

On this ____ th day of October, 2022, before me _____ (Notary Public) the undersigned Officer, personally appeared John Farrell, who acknowledged himself to be the Chairman of the Londonderry Town Council, being authorized so to do, execute the foregoing instrument for the purpose therein contained.

In witness thereof, I have set my hand and official seal.

Notary Public _____ My commission expires: _____

Drinking Water & Groundwater Trust Fund (DWGTF)



LOAN AND GRANT AMENDMENT FORM



RSA 486:14,l(a)&(c); Env-Dw 1100.

1. APPLICANT INFORMATION

Municipal Private

Applicant Name: **Town of Londonderry** PWS ID # **1391010**
 Town/City: Londonderry
 Contact Person: Michael Malaguti, Town Manager
 Phone: 603-432-1100 x151 Email: mmalaguti@londonderrynh.org

2. PROJECT TITLE: Londonderry Lancaster Drive Water Main Extension

3. TYPE(s) OF REQUEST

- Extend Completion Date New Completion Date: **December 1, 2023**
- Increase Loan Amount* New Loan Amount \$ _____
- Increase Grant Amount* New Grant Amount \$ _____

****Requests for additional funds need to be submitted to the Advisory Commission for review and approval.***

4. JUSTIFICATION FOR REQUEST - provide a concise description of the need for the amendment:

Final paving and related restoration work will not be completed until Spring 2023 to allow for the winter season to pass.

5. REVISED BUDGET

Task/Classification	Original Budget	Revised Budget
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
TOTAL:	\$	\$

6. REVISED SCHEDULE

Design Start Date: _____
 Construction Contract Award Date: _____

New Project Completion Date: **December 1, 2023**

7. UPDATED AUTHORITY TO BORROW/AUTHORIZATION TO ACCEPT GRANT FUNDS

For an increase in loan funds, a new authority to borrow will be required.

For an increase in grant funds, a new vote of authorization will be required.

Privately owned systems also need to submit meeting minutes.

8. UPDATED FINANCIALS

For an increase in loan funds, privately owned water systems need to provide updated financial statements (determined on a case-by-case basis).

9. UPDATED ENVIRONMENTAL REVIEW

For an increase in loan and/or grant funds, if the work is in a different location than listed in the original Environmental Review a new or amended Environmental Review will need to be completed (determined on a case-by-case basis).

Applicant certifies that the information in the application and in the attachments is true, correct and complete to the best of the representative's knowledge and belief.

Signature of Authorized Representative

Title

Date

**Grant Agreement with the Town of Londonderry
Drinking Water and Groundwater Trust Fund Grant
Amendment No. 1**

This Agreement (hereinafter called the Amendment) dated this ____ day of _____, is by and between the State of New Hampshire, acting by and through its Department of Environmental Services (hereinafter referred to as the State) and the Town of Londonderry acting by and through its Town Manager, Michael Malaguti (hereinafter referred to as the Grantee).

WHEREAS, pursuant to an Agreement (hereinafter called the Agreement) approved by the Governor and Council on October 15, 2021, the Grantee agreed to perform certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, The Grantee and the State have agreed to amend the Agreement in certain respects.

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties hereto do hereby agree as follows:

1. Amendment and Modification of Agreement: The Agreement is hereby amended as follows:

(A) The Completion Date as set forth in sub-paragraph 1.6 of the Agreement shall be changed from December 1, 2022, to December 1, 2023.
2. Effective Date of Amendment: This Amendment shall take effect upon the date of approval of this Amendment by the Governor and Executive Council of the State of New Hampshire.
3. Continuance of Agreement: Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement, and the obligations of the parties thereunder, shall remain in full force and effect in accordance with the terms and conditions set forth therein.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

TOWN OF LONDONDERRY

By _____
Michael Malaguti, Town Manager

STATE OF NEW HAMPSHIRE
COUNTY OF _____

On this the ____ day of _____, before the undersigned officer, personally appeared _____ who acknowledged himself to be the person who executed the foregoing instrument for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires:

THE STATE OF NEW HAMPSHIRE
Department of Environmental Services

By: _____
Robert R. Scott, Commissioner

Approved by Attorney General this ____ day of _____, as to form, substance, and execution.

OFFICE OF ATTORNEY GENERAL

A Certificate of Vote of Authorization is a certificate that states that a grant applicant is willing to enter into a grant agreement with the State of NH Department of Environmental Services, that whoever signs the Grant Agreement has the authority to do so. All certificates must include:

- *Certificate should be completed and signed by someone other than the person being given authority (a signature other than the person that will sign the Grant Agreement)*
 - *Must state that the person who signed the Grant Agreement has the authority to do so*
 - *Must be notarized*
 - *Original is needed for submittal. No copies.*
-

Certificate of Vote of Authorization (Lancaster Drive)

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

I, John Farrell, Chairman of the Londonderry Town Council, do hereby certify that at a meeting held on October 17, 2022, the Londonderry Town Council voted to apply to submit an amendment request to extend a certain NH DES Strategic Planning Grant to study and prepare a water system financial plan, as approved by the Governor and Council on June 15, 2022.

The Londonderry Town Council further authorized the Town Manager, Michael Malaguti, to execute any documents which may be necessary to effectuate this amendment request / grant agreement.

IN WITNESS WHEREOF, I have hereunto set my hand as Chairman of the Londonderry Town Council on the ___th day of October, 2022.

Signature _____

STATE OF NEW HAMPSHIRE

County of Rockingham

On this ___ th day of October, 2022, before me _____ (Notary Public) the undersigned Officer, personally appeared John Farrell, who acknowledged himself to be the Chairman of the Londonderry Town Council, being authorized so to do, execute the foregoing instrument for the purpose therein contained.

In witness thereof, I have set my hand and official seal.

Notary Public _____ My commission expires: _____

Drinking Water & Groundwater Trust Fund (DWGTF)



LOAN AND GRANT AMENDMENT FORM



RSA 486:14,I(a)&(c); Env-Dw 1100.

1. APPLICANT INFORMATION

Municipal

Private

Applicant Name: **Town of Londonderry** PWS ID # _____

Town/City: _____

Contact Person: _____

Phone: _____ Email: _____

PROJECT TITLE **SPL-ARPA-024 Strategic Planning Grant**

3. TYPE(s) OF REQUEST

Extend Completion Date *New Completion Date:* **October 1, 2023**

Increase Loan Amount* *New Loan Amount \$* _____

Increase Grant Amount* *New Grant Amount \$* _____

**Requests for additional funds need to be submitted to the Advisory Commission for review and approval.*

4. JUSTIFICATION FOR REQUEST - *provide a concise description of the need for the amendment:*

The reason for the extension is the work being performed by Weston & Samson was funded in part by a warrant article that passed in March 2022. Funding under this warrant article did not become available until the beginning of our fiscal year, July 2022, and therefore work did not begin until approximately that time. The project is anticipated to take about 9 months.

5. REVISED BUDGET

Task/Classification	Original Budget	Revised Budget
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
TOTAL:	\$	\$

6. REVISED SCHEDULE

Design Start Date: _____

Construction Contract Award Date: _____

New Project Completion Date: **October 1, 2023**

7. UPDATED AUTHORITY TO BORROW/AUTHORIZATION TO ACCEPT GRANT FUNDS

For loan funds, a new authority to borrow will be required.

For grant funds, a new vote of authorization will be required.

Privately owned systems also need to submit meeting minutes.

8. UPDATED FINANCIALS

For an increase in loan funds, privately owned water systems need to provide updated financial statements (determined on a case-by-case basis).

9. UPDATED ENVIRONMENTAL REVIEW

For an increase in loan and/or grant funds, if the work is in a different location than listed in the original Environmental Review a new or amended Environmental Review will need to be completed (determined on a case-by-case basis).

Applicant certifies that the information in the application and in the attachments is true, correct, and complete to the best of the representative's knowledge and belief.

Signature of Authorized Representative

Title

Date

**Grant Agreement with the Town of Londonderry
Drinking Water and Groundwater ARPA Grant
Amendment No. 1**

This Agreement (hereinafter called the Amendment) dated this ____ day of _____, is by and between the State of New Hampshire, acting by and through its Department of Environmental Services (hereinafter referred to as the State) and the Town of Londonderry acting by and through its Town Manager, Michael Malaguti (hereinafter referred to as the Grantee).

WHEREAS, pursuant to an Agreement (hereinafter called the Agreement) approved by the Governor and Council on June 15, 2022, the Grantee agreed to perform certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, The Grantee and the State have agreed to amend the Agreement in certain respects.

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties hereto do hereby agree as follows:

1. Amendment and Modification of Agreement: The Agreement is hereby amended as follows:

(A) The Completion Date as set forth in sub-paragraph 1.6 of the Agreement shall be changed from December 1, 2022, to October 1, 2023.
2. Effective Date of Amendment: This Amendment shall take effect upon the date of approval of this Amendment by the Governor and Executive Council of the State of New Hampshire.
3. Continuance of Agreement: Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement, and the obligations of the parties thereunder, shall remain in full force and effect in accordance with the terms and conditions set forth therein.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

TOWN OF LONDONDERRY

By _____
Town Manager, Michael Malaguti

STATE OF NEW HAMPSHIRE
COUNTY OF _____

On this the ____ day of _____, before the undersigned officer, personally appeared _____ who acknowledged himself to be the person who executed the foregoing instrument for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires:

THE STATE OF NEW HAMPSHIRE
Department of Environmental Services

By: _____
Robert R. Scott, Commissioner

Approved by Attorney General this ____ day of _____, as to form, substance and execution.

OFFICE OF ATTORNEY GENERAL

RESOLUTION 2022-18

A Resolution Creating the Municipal Aggregation Committee

First Reading: 10/17/2022
Second Reading: Not required
Adopted: 10/17/2022

WHEREAS New Hampshire RSA 53-E now allows municipalities to aggregate retail electric customers to provide customers access to competitive markets for supplies of electricity and related energy services;

WHEREAS In order to take advantage of this opportunity, Londonderry must first create an Electric Aggregation Plan; and

WHEREAS The Town Council desires to pursue municipal aggregation in order to potentially benefit the community with lower electricity bills.

NOW THEREFORE BE IT RESOLVED by the Londonderry Town Council that the Municipal Aggregation Committee is established in accordance with the "Committee Charge," a copy of which is attached hereto.

John Farrell, Chairman
Town Council

Sharon Farrell
Town Clerk

(TOWN SEAL)

A TRUE COPY ATTEST:
10/17/2022

LONDONDERRY MUNICIPAL AGGREGATION COMMITTEE COMMITTEE CHARGE

PURPOSE:

The Londonderry Municipal Aggregation Committee (“Committee”) shall do the following:

- (1) Study and prepare an Electric Aggregation Plan (“Plan”) complying with RSA 53-E;
- (2) Solicit public input in the planning process and hold public hearings; and
- (3) Submit the proposed Plan to the Town Council for final adoption.

REPRESENTATION:

The Committee shall consist of the following:

- The Town Manager or designee, who shall act as the Chair;
- The Superintendent of Schools or designee;
- The Director of Public Works or designee;
- The School District Facilities Director or designee; and
- The Library Director or designee.

ORGANIZATION

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

In addition to the Chair, the Committee shall appoint a Vice Chair and Secretary.

DUTIES/RESPONSIBILITIES

- (1) Hold meetings upon required notice, and keep minutes as required by RSA 91-A;
- (2) Study and prepare an Electric Aggregation Plan (“Plan”) complying with RSA 53-E;
- (3) Solicit public input in the planning process and hold public hearings;
- (4) Submit the proposed Plan to the Town Council for final adoption;
- (5) Provide periodic reports to the Town Council;
- (6) Maintain a permanent project file that, at a minimum, includes:
 - A. Committee minutes and meeting notices;
 - B. Project plans, contracts, and payment requests;
 - C. Project correspondence; and
 - D. Other material as deemed necessary.

(7) Provide a final report to the Council, or request an extension of such final report deadline, on or around March 1, 2023.

LONDONDERRY TOWN COUNCIL MEETING MINUTES

Londonderry Town Council Meeting Minutes

October 3, 2022

7:00 PM

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

Present: Chairman John Farrell; Councilor Jim Butler, Chad Franz, and Deb Paul; Town Manager Michael Malaguti; Finance Director Justin Campo; Executive Assistant Kirby Brown; Absent: Vice Chairman Joe Green

CALL TO ORDER

Chairman Farrell called the Town Council meeting to order at 7:00 PM. This was followed by the Pledge of Allegiance. This was followed by a moment of silence for all of those who serve us both here and abroad, especially our Londonderry first responders who keep the schools and people safe and serve this community.

PUBLIC COMMENT

Chairman Farrell read in a statement at the beginning of the Council meeting. Chairman Farrell stated that last week there was someone with a complaint. The Council, along with their attorney, has reviewed the complaint and Chairman Farrell moved forward with a statement. Chairman Farrell stated that discussions lately at public meetings have been less civil than they should be. The Town Council, and other people, remind people that Londonderry is better than that. The Council invites people to discuss things civilly. Chairman Farrell stated that the Council will move forward and not live in the past.

Doug Thomas, 143 Mammoth Rd, discussed energy public assistance program that just passed for electrical and heating assistance. The information can be found on the town's website. This is surplus funds that were left over from last term.

Kristine Perez, 5 Wesley Drive, asked if it was against the law to give a false address

LONDONDERRY TOWN COUNCIL MEETING MINUTES

34 when you speak at the town Council meeting. Chairman Farrell stated that he won't be
35 doing questions and answers tonight. Perez stated that she had a nice long conversation
36 with Jonathan Kipp after the Primary, as well as with Sherry Farrell. She said the
37 conversations were very informative, but it's her understanding that family members are
38 not allowed to work the polls if they have a family member on the ballot and she wants to
39 make sure that holds true for the November election. It is her understanding that in the
40 Primary it did not hold true. Perez went on records about the Nevins and stated that when
41 the negotiations are done with Gilcrest LLC, she would like to see a fence. An eight-foot,
42 chain length fence.

43

44

NEW BUSINESS

45

46 Town Manager Michael Malaguti introduced the appointment of Deputy Chief Kim A.
47 Bernard as Londonderry Police Chief. Motion to appoint Deputy Chief Kim A. Bernard to
48 Chief made by Councilor Butler and seconded by Councilor Franz. Chair votes 4-0-0. The
49 Council and public congratulated and applauded Chief Bernard. Chief Bernard spoke to
50 the Council and stated that he will do everything to protect this community. Chief Bernard
51 thanked all of those who have been there along his journey.

52

53 Dave Wholley, Director of Public Works, discussed the fire alarm panel at the police
54 department. Wholley stated that some of the components and electrical parts have a
55 serious problem right now and the panel needs to be replaced. Wholley stated that he
56 wanted to discuss it with the Council before an RFP went out. Chairman Farrell stated that
57 he has no choice but to replace it.

58

59 Chairman Farrell introduced Order #2022-16, an Order relative to the expenditure of
60 Reclamation Trust Funds. John Trottier, Director of Engineering and Environmental
61 Services, presented. Trottier requested the release of \$18,979.00 from the Reclamation
62 Trust Fund for additional recycling carts. Motion to approve Order #2022-16 made by
63 Councilor Franz and seconded by Councilor Butler. Chair votes 4-0-0.

64

65

APPROVAL OF MINUTES

66

67 Motion to approve the Town Council minutes from September 26, 2022 by Councilor Franz
68 and seconded by Councilor Paul. Chair votes 4-0-0.

LONDONDERRY TOWN COUNCIL MEETING MINUTES

69

OTHER BUSINESS

70

71 Town Manager Malaguti gave his Town Manager report.

72

73 The Council voted to move from Level 2 drought restrictions, down to Level 1 restriction.

74 Motion made by Councilor Franz and Councilor Paul. Chair votes 4-0-0.

75

76

ADJOURNMENT

77

78 Motion to adjourn made by Councilor Franz and second by Councilor Paul. Chair votes 4-

79 0-0.

80

81 Notes and Tapes by: Kirby Brown

Date: 10/03/2022

82 Minutes Typed by: Kirby Brown

Date: 10/09/2022

83 Approved by: Town Council

Date: 10/17/2022