



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
September 26, 2022 – 6:30 P.M.
Moose Hill Council Chambers

A. CALL TO ORDER

B. NON-PUBLIC SESSION

RSA 91-A, II (b) to begin at 6:30 PM

C. PUBLIC COMMENT

D. PUBLIC HEARING

E. NEW BUSINESS

1. Reconstitution of Municipal Aggregation Committee and Freedom Energy Update
(*Michael Malaguti, Town Manager*)
2. Review of Waste Management Contract Amendment
(*Michael Malaguti, Town Manager; Bob Kerry, Environmental Engineer; John Trottier, Director of Engineering and Environmental Services*)
3. Contribution Assurance Program (CAP) for Property & Liability Insurance from Fiscal Year 2024 through Fiscal Year 2026
(*Justin Campo, Finance Director; Michael Malaguti, Town Manager*)
4. Adoption of Fiscal Year 2024 Budget Calendar
(*Michael Malaguti, Town Manager; Justin Campo, Finance Director*)

F. OLD BUSINESS

G. APPROVAL OF MINUTES

August 15, 2022 Town Council Minutes

H. APPOINTMENTS/REAPPOINTMENTS

I. OTHER BUSINESS

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

J. ADJOURNMENT

K. MEETING SCHEDULE

1. Town Council Meeting 10/03/2022
Moose Hill Council Chambers, 7:00 P.M.
2. Town Council Meeting 10/17/2022
Moose Hill Council Chambers, 7:00 P.M.

**AMENDMENT THREE TO THE
CONTRACT FOR CURBSIDE RESIDENTIAL AND MUNICIPAL RECYCLABLES
COLLECTION AND MARKETING AND CONTRACT FOR CURBSIDE RESIDENTIAL
AND MUNICIPAL SOLID WASTE COLLECTION, TRANSPORTATION AND
DISPOSAL BETWEEN
WASTE MANAGEMENT OF NEW HAMPSHIRE, INC. AND
TOWN OF LONDONDERRY, NEW HAMPSHIRE**

This Amendment Three, is made by and between the Town of Londonderry, New Hampshire (“Town”) and Waste Management of New Hampshire, Inc. (“Contractor”) and is effective _____, 2022 (“Effective Date”).

WHEREAS, Contracts for “Curbside Residential and Municipal Recyclables Collection and Marketing” and “Curbside Residential and Municipal Solid Waste Collection, Transportation and Disposal” (individually, each referred to as “Agreement” or “Contract” and collectively, referred to as the “Agreements”) were each made on the 17th day of February 2016, and effective the 1st day of July 2016; and each was subsequently amended July 1, 2019 (Amendment One) and May 1, 2021 (Amendment Two); and

WHEREAS, the Town and Contractor are seeking to amend the Agreements as specified herein; and

NOW, THEREFORE, in consideration of the mutual covenants, undertakings and promises set forth herein, the Town and Contractor do hereby agree as follows:

- (1) **“REQUIREMENTS” SECTION A. Contract Duration.** Each Agreement shall be modified by changing the first sentence of the aforementioned section as follows “The term of the Contract shall be a five-year period beginning on July 1, 2016 and ending on June 30, 2021, with an option by the Town to renew the contract for seven (7) one-year periods from July 1, 2021 to June 30, 2022, July 1, 2022 to June 30, 2023, July 1, 2023 to June 30, 2024, July 1, 2024 to June 30, 2025, July 1, 2025 to June 30, 2026, July 1, 2026 to June 30, 2027 and July 1, 2027 to June 30, 2028. Additionally, the third sentence of the section shall be modified as follows “The Town may exercise its option to extend the Contract for the seven (7) one-year periods by notifying the Contractor within sixty (60) days after the Annual Deliberative Sessions held in 2021 through 2027.” The remainder of the section of each Agreement remains unchanged.
- (2) **“SCOPE OF SERVICES” SECTION K. Rates.** The Agreement for Curbside Residential and Municipal Recyclables Collection and Marketing **only** shall be modified as follows:
 - Section K. Rates, subsection a. paragraph 3, shall be partially modified to also allow the index adjustment as written to apply to the contract period starting July 1, 2022, and thereafter the use of the index shall be terminated, and rates, including those related to new construction units, shall be increased annually by the percentages specified below:
 - July 1, 2023 – 6%
 - July 1, 2024 – 5%
 - July 1, 2025 – 5%
 - July 1, 2026 – 20%
 - July 1, 2027 – 14%

- Section K. Rates, subsection b., shall be partially modified as of the Effective Date and annually thereafter for the term of the Agreement to allow for the “Processing Fee” to be fixed at the rates specified below:

July 1, 2023 - \$106.00 per ton
 July 1, 2024 - \$111.30 per ton
 July 1, 2025 - \$116.86 per ton
 July 1, 2026 - \$140.24 per ton
 July 1, 2027 - \$159.87 per ton

- Section K. Rates, subsection c., shall be partially modified as of the Effective Date and annually thereafter for the term of the Agreement to allow for the “Maximum Charge Per Ton” to be fixed at the rates specified below:

July 1, 2023 - \$68.90 per ton
 July 1, 2024 - \$72.35 per ton
 July 1, 2025 - \$75.97 per ton
 July 1, 2026 - \$91/16 per ton
 July 1, 2027 - \$103.93 per ton

(3) “SCOPE OF SERVICES” SECTION L. Rates. The Agreement for Curbside Residential and Municipal Solid Waste Collection, Transportation and Disposal **only** shall be modified as follows:

- Section L. Rates, subsection a. paragraph 4. shall be partially modified to also allow the index adjustment as written to apply to the contract period starting July 1, 2022, and thereafter the use of the index shall be terminated, and rates, including those related to new construction units, shall be increased annually by the percentages specified below:

July 1, 2023 – 6%
 July 1, 2024 – 5%
 July 1, 2025 – 5%
 July 1, 2026 – 20%
 July 1, 2027 – 14%

- Section L. Rates, subsection b., shall be partially modified to also allow the index adjustment as written to apply to the contract period starting July 1, 2022, provided further, that any such increase in this year shall be limited so as not-to-exceed 1.5% and thereafter the use of the index and the not-to-exceed limit shall be terminated, and rates shall be increased annually by the percentages specified below:

July 1, 2023 – 6%
 July 1, 2024 – 5%
 July 1, 2025 – 5%
 July 1, 2026 – 20%
 July 1, 2027 – 14%

- (4) The parties agree upon execution of this Amendment Three, Contractor shall be allowed to submit an invoice to the Town in the amount of \$190,000.00 for services rendered and cost incurred by the Contractor during FY22. Town agrees to pay said invoice in accordance with the terms of the "Agreements".
- (5) All terms and conditions of each Agreement as amended, except those expressly modified by this Amendment Three, remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment Three to be executed by their respective authorized officers or agents on the date set forth below.

TOWN OF LONDONDERRY, NEW HAMPSHIRE

Michael Malaguti, Town Manager

Date: _____

CONTRACTOR: WASTE MANAGEMENT OF NEW HAMPSHIRE, INC.

Christopher DeSantis, President

Date: _____



September 23, 2022

Justin Campo, Finance Director
Town of Londonderry
268B Mammoth Road
Londonderry, NH 03053

RE: Contribution Assurance Program (CAP) for FY 2024 – FY 2026 for the Property & Liability Program

Dear Justin:

Primex³ is pleased to offer the **Town of Londonderry** the option of participating in the **Contribution Assurance Program (CAP)** for the next three coverage period years. **For members who have demonstrated commitment to the Primex³ pool, CAP provides stability by creating a limit on your Property & Liability contributions for future renewals.**

We are pleased to offer you a **CAP** Agreement that provides you budgetary assurance through **June 30, 2026**. (See enclosed **CAP** Agreement and Resolution.) **Please return your executed CAP Agreement and Resolution on or before September 30, 2022, to ensure your participation in CAP for the upcoming October 15, 2022 Renewal.**

The percentage listed is a maximum increase; actual increases will not exceed that percentage and may be lower, based on each member's performance. Performance still impacts contribution amounts, so it remains important for both Primex³ and our members to leverage our partnership to effectively manage risks and any claims that occur.

Our goal has always been to provide members with the best programs at the best value. **CAP** provides predictable contributions in the Property & Liability Program that you and your taxpayers can count on for budgetary stability.

Please contact me or your Member Services Consultant with questions at 800-698-2364.

Sincerely,

A handwritten signature in black ink, appearing to read "C. Weber".

Carl Weber
Director of Member Services

Trust. Excellence. Service.

Bow Brook Place, 46 Donovan Street ■ Concord, NH 03301-2624
(603) 225-2841 ■ (800) 698-2364 ■ nhprimex.org

**Property & Liability
Contribution Assurance Program (CAP) Agreement
THIS AGREEMENT AMENDS AND EXTENDS YOUR MEMBERSHIP AGREEMENT
PLEASE READ CAREFULLY**

Primex³ is offering members in our **Property & Liability Program** an opportunity to stabilize their annual contributions through participation in our Contribution Assurance Program (**CAP**). **CAP** is offered to members who qualify, providing them predictability by limiting the annual contribution increase during a defined period of years (**CAP Period**). By signing this Agreement, you agree to extend your Membership Agreement for **three (3) years** and Primex³ agrees, with limited exception¹, that your annual contribution increase will not exceed five percent (5%) of the prior year's contribution. Because performance matters with Primex³, you may realize an annual increase that is less than the **CAP** through sound risk management and stable underwriting exposures.

We are offering this opportunity so that our members can extend their commitment to pooling through the Primex³ programs. Participation in **CAP** for each year of the **CAP Period** is conditioned upon a three-year commitment to participation in the Primex³ Property & Liability Program.

The following **CAP Period** years qualify for the Contribution Assurance Program (**CAP**):

FY 2024 July 1, 2023 through June 30, 2024

(maximum 5% increase over July 1, 2022 through June 30, 2023 contribution)

FY 2025 July 1, 2024 through June 30, 2025

(maximum 5% increase over July 1, 2023 through June 30, 2024 contribution)

FY 2026 July 1, 2025 through June 30, 2026

(maximum 5% increase over July 1, 2024 through June 30, 2025 contribution)

By signing this Agreement, the **Town of Londonderry** agrees to extend its risk pool membership and participation in the Primex³ **Property & Liability Program** for three coverage period years, through **June 30, 2026**. The **Town of Londonderry** agrees and understands it remains bound by and subject to the terms and conditions of the Membership Agreement, Public Entity Coverage Documents and Trust Agreement, and all Trust by-laws, policies and procedures.

¹ CAP protects the member from most contribution increases during the CAP period; i.e., those resulting from account underwriting, or directly caused by changes in the member's loss history, property and payroll exposures. For the protection of all members, CAP does not prevent Primex³ from raising contributions across the pool/program to meet the actuary's reserve funding recommendations in response to catastrophic events, investment losses, severe adverse claim development, reinsurance failure, legislative enactments, judicial opinions and administrative orders. In the rare and unlikely event CAP maximum increase limits must be exceeded to adequately fund reserves, Primex³ in fairness will provide members advance notice and the option of terminating the CAP Agreement.

The **Town of Londonderry** agrees that the five percent (5%) maximum increase currently available for this **CAP Period** does not apply to any other year or period of years, and upon expiration of the **CAP Period** in this Agreement, any subsequent participation in a Primex³ **CAP** will be subject to underwriting review, membership criteria, **CAP** criteria, determination of contribution and the maximum increase in place for the subsequent **CAP Period**.

The **Town of Londonderry** further acknowledges that by extending its Membership Agreement for three (3) coverage period years, the Public Entity Coverage Documents, General Conditions Section (L) ("Terminating Participation in Our Program(s)") is suspended during year one (1) and year two (2) of the three (3) year term, as there is no right to cancel or terminate during year one (1) and year two (2) but shall be reinstated for the end of year three (3).

The **Town of Londonderry** agrees that failure to provide notice in strict accordance with the Public Entity Coverage Documents, General Conditions Section (L) shall result in automatic renewal of risk management pool membership and continuation in the Primex³ Property & Liability Program, but not continuation of **CAP** which must be separately offered and accepted.

Primex³ acknowledges that the **Town of Londonderry** is a NH public entity which receives budgetary authorization for appropriations from an annual meeting of its legislative body and pertains to a fiscal year which commences on the following January 1 or July 1, of any given year. The **Town of Londonderry** also acknowledges that it is legally required to carry insurance coverage. As such, if the legislative body, at such annual meeting for any years that are within the anticipated term of the contract, fails to approve such appropriation, and there are no other lawful means of funding the coverage, this contract may be terminated by the **Town of Londonderry** by notice to Primex³ made within 30 days of the legislative action at which such funding initiative was defeated and such cancellation shall be effective as of the commencement on the following fiscal year or on the anniversary of the policy, whichever first occurs.

The **Town of Londonderry**, however, agrees that it shall seek the requisite appropriations in good faith and that the availability of lower cost or otherwise preferable coverage alternatives during the term of this Agreement shall not constitute a good faith and permissible basis on which to fail to pursue the appropriations or assert that appropriations are unavailable. In the event of an early termination, the **Town of Londonderry** agrees to return the difference between the **CAP** increase and the uncapped contribution.

By affixing my signature below, I am attesting, representing and warranting that I am a duly authorized representative of the governing body of the **Town of Londonderry** with legal authority to contractually bind the **Town of Londonderry** to the terms of this Agreement, and that I understand the commitment being made to membership in the Primex³ risk management pool and participation in the Property & Liability Program.

**VOID -
NOT A VALID**



RESOLUTION TO ENTER PRIMEX³
Property & Liability Contribution Assurance Program (CAP)

RESOLVED: To hereby accept the offer of the New Hampshire Public Risk Management Exchange (Primex³) to enter into its **Property & Liability Contribution Assurance Program (CAP)** as of the date of the adoption of this resolution, and to be contractually bound to all of the terms and conditions of Primex³ risk management pool membership during the term of the **Property & Liability Contribution Assurance Program (CAP)**. The coverage provided by Primex³ in each year of membership shall be as then set forth in the Coverage Documents of Primex³.

I attest that the foregoing is a true copy of the Resolution of the Governing Board of the **Town of Londonderry** adopted on _____.

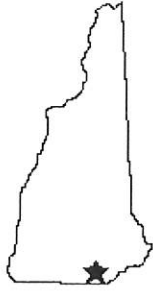
**VOID -
NOT A VALID
COPY**



Town of Londonderry, New Hampshire FY 2024 Budget Calendar

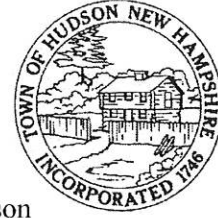
(All meetings at 7:00 PM unless otherwise noted)

Saturday, Nov. 05, 2022 <i>(9:00 am)</i>	<u>Fiscal Year 2024 Initial Budget Presentation:</u> <u>Presented by Town Manager & Town Departments</u>
Monday, Nov. 21, 2022	<u>Town Council Meeting: Budget Workshop</u>
Monday, Dec. 05, 2022	<u>Town Council Meeting: Public Hearing on Budget & Budget Workshop – Preliminary Budget Recommendations, Determination of Bond Hearing (if necessary)</u>
Monday, Dec. 19, 2022	<u>Town Council Meeting: Bond hearing (if necessary) Preliminary warrant approval</u>
Friday, Jan. 06, 2023	<u>Deadline for petitioned warrant articles that propose a Bond governed by RSA 33:8-a</u> <i>(RSA 40:13 II-a (a); 33:8-a, I)</i>
Tuesday, Jan. 10, 2023	<u>Deadline for petitioned warrant articles</u> <i>(RSA 40:13 II-a (b) - Must be received by the 2nd Tues. in Jan.)</i>
Monday, Jan. 16, 2023	<u>Second budget public hearing, adoption of FY 2024 Budget and final vote on warrant</u> <i>(RSA 40:13 II-a (c) require public hearing by the 3rd Tuesday in Jan.)</i>
Wednesday, Jan. 18, 2023	<u>If Necessary; Optional Meeting to sign final warrant</u>
Saturday, Feb 11, 2023 <i>(9:00 am start)</i> <i>(High school Cafè)</i>	<u>Deliberative Session (Must be between 1st & 2nd Saturdays following last Monday in January)</u>
Tuesday Mar. 07, 2023	<u>2022 Annual Report to be made available to public (minimum of 100 physical copies) and posted on Town website</u>
Tuesday Mar. 14, 2023 <i>(7:00 am – 8:00 pm)</i>	<u>Annual Town Meeting: - Official Ballot session; election of Town/School Officers, Town/School budget adoption and Town/School bond articles (RSA 39:1)</u>



TOWN OF HUDSON

Planning Board



Timothy Malley, Chairman

Robert Guessferd, Selectmen Liaison

12 School Street · Hudson, New Hampshire 03051 · Tel: 603-886-6008 · Fax: 603-594-1142

MINUTES/DECISIONS OF THE PLANNING BOARD

MEETING DATE: SEPTEMBER 14, 2022

In attendance = X	Alternate Seated = S	Partial Attendance = P	Excused Absence = E
Tim Malley Chair <u>X</u>	Ed Van der Veen Vice-Chair <u>X</u>	Dillon Dumont Secretary <u>X</u> (arrived @ 7:01 PM)	Jordan Ulery Member <u>X</u>
James Crowley Member <u>X</u>	Brian Etienne Member <u>X</u>	Michael Lawlor Alternate <u>X</u>	Victor Oates Alternate <u>X</u>
George Hall Alternate <u>X</u>	Bob Guessferd Select. Rep <u>X</u>	Dave Morin Alt. Select. Rep. <u>E</u>	Brian Groth Town Rep. <u>X</u>

-
- I. CALL TO ORDER BY CHAIRPERSON AT 7:00 P.M.
 - II. PLEDGE OF ALLEGIANCE
 - III. ROLL CALL
 - IV. SEATING OF ALTERNATES
Mr. Lawlor seated for Mr. Dumont.
Mr. Dumont seated (arrived @ 7:01 P.M). Mr. Lawlor back to alternate.
 - V. MINUTES OF PREVIOUS MEETING(S)
 - 27 July 2022 Meeting Minutes

Mr. Ulery moved to approve the July 27, 2022 minutes.
Motion seconded by Mr. Van der Veen. Motion carried 6/0/1 (Crowley abstained).
 - 24 August 2022 Meeting Minutes

Mr. Ulery moved to approve the August 24, 2022 minutes.
Motion seconded by Mr. Van der Veen. All in favor – motion carried 7/0/0.
 - VI. CORRESPONDENCE
 - A. New site plan application for Greenmeadow Golf Course received.

Mr. Groth defined Regional Impact and explained the new application and its relation to the previously approved application, by this applicant for the same parcel, that the Board deemed a Development of Regional Impact pursuant to RSA 36:54-58.

Motion seconded by Mr. Ulery. All in favor – motion carried 7/0/0.

IX. OTHER BUSINESS

A. Housing Opportunity Grants

Mr. Groth presented information for Housing Grants.

Mr. Ulery made a motion to have the Planning Board request the Town Staff to prepare the grant application for Phase 1 of the Housing Opportunity Planning Grants.

Motion seconded by Mr. Etienne. All in favor – motion carried 7/0/0.

B. Master Plan Update

Mr. Dumont moved to have the Planning Board recommend the evening of October 13, 2022 & the daytime of October 15, 2022 for public outreach sessions.

Motion seconded by Mr. Etienne. All in favor – motion carried.

Mr. Etienne moved to have the Town Planner seek additional funding for two additional outreach sessions.

Motion seconded by Mr. Van der Veen. All in favor – motion carried 7/0/0.

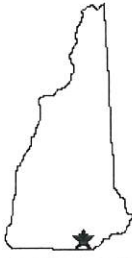
X. ADJOURNMENT

Mr. Etienne moved to adjourn. Motion seconded by Mr. Van der Veen. Motion carried 7/0/0.

Meeting adjourned at 9:27 p.m.

These minutes are in draft form and have not yet been approved by the Planning Board.

Note: Planning Board minutes are not a transcript. For full details on public input comments, please view the meeting on HCTV (Hudson Community Television).



TOWN OF HUDSON

Planning Department



12 School Street • Hudson, New Hampshire 03051 • Tel: 603-886-6008 • Fax: 603-816-1291

September 21, 2022

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

Subject: Development of Regional Impact

Dear Council Members,

On September 14, 2022, the Hudson Planning Board determined that a proposed development has a potential regional impact. In accordance with New Hampshire Revised Statutes Annotated (RSA) 36:57.II, attached herewith are minutes (in draft form) from that meeting.

The development proposal seeks to redevelop the property at 43 Steele Road, also known as the Green Meadow Golf Club. The Hudson Planning Board previously reviewed a proposal for this site, which was deemed a Development of Regional Impact on May 6, 2020 and conditionally approved on May 5, 2021. The current application is presented by the same applicant (Hillwood Enterprises L.P.) and for the same land use (warehouse and distribution facility), but proposes a modification to the site layout.

Pursuant to RSA 36:57.I, your municipality is afforded the status of abutter as defined in RSA 672:3 for the purpose of receiving notice and the right to testify concerning the development. You will be receive notice, by certified mail, of the date, time and place of the hearing.

Application submittals can be found online at:
<https://www.hudsonnh.gov/planning/page/hudson-logistics-center-2022>

Please do not hesitate to contact me with any questions.

Sincerely,

Brian Groth, AICP
Town Planner

LONDONDERRY TOWN COUNCIL MEETING MINUTES

Londonderry Town Council Meeting Minutes September 12, 2022

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

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

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 lost their lives twenty-one years ago on September 11, 2001, and all of those first responders who responded that day.

PUBLIC COMMENT

Tara Myles, 1 Access Way, thanked everyone for having the Women's March at Old Home Day. Myles stated that they received a ton of support from hundreds along the parade route. Myles read the below email into the record:

I want to extend my thanks for having the women's rights group in the Old Home Day Parade. We received a ton of support on the day of the parade from literally hundreds of folks along the parade route. Approximately 5 people tried to shout us down from the sidelines, but they were the tiny minority and we treated them with greater respect than we were shown. Most people in Londonderry, and across the country, support a woman's right to choose, even if they wouldn't choose it for themselves.

Our group maintained the decorum we committed ourselves to when we registered for the parade and the obscenity and harassment claims made at last council meeting are false and unsubstantiated by evidence. While some people may find the topic of abortion obscene in and of itself, it is a conversation that moved from the privacy of a doctor's office to the

LONDONDERRY TOWN COUNCIL MEETING MINUTES

35 public space when rights were stripped away from women across the US with the June
36 Supreme Court decision and the legislation that followed in states across the country.

37

38 With all of this in mind, I do want to acknowledge that while it is entirely my right to have
39 joined this parade, as a member of this community, it's important that we work together to
40 make every event we have spectacular. I hope we don't have to walk in the parade next
41 year because women's rights are codified, but if they aren't and we choose to, I am happy
42 to work with the Old Home Day committee to best align with their preferences with regard
43 to signs, megaphones, chants etc. We are a community and the best way to ensure we have
44 a great community is to work together. Just because we can do or say something doesn't
45 mean we should. Let's continue to have open conversations led by kindness and community
46 and drive Londonderry to progress.

47

48 In addition to my comments about my group, I wanted to share my support for the
49 Londonderry CARES group. They create spaces that are welcoming, kind, safe, and
50 accepting in a world where too often people and spaces are unkind and unwelcoming. I
51 know that a majority of people in Londonderry support the LGBTQIA+ community and I
52 am proud to raise my family in a community that supports organizations like Londonderry
53 CARES.

54

55 What we've seen in recent weeks from people here in this room unapologetically defending
56 the confederate flag and all it stands for, leveling unsubstantiated accusations against
57 members of Londonderry Women's March and Londonderry CARES, wearing white
58 supremacist emblems at this very podium and shaming the LGBTQIA+ community for
59 existing in public spaces - it has no place in Londonderry. We are a community and we
60 ought to act like it. These folks you're targeting are the ones standing next to you in line at
61 Market Basket, whose children sit at the desk beside your own, your neighbors who would
62 give the shirts off their back or help you shovel out your driveway when the DPW plows
63 you in. We have an opportunity to leave the divisive behavior in the past, to stop
64 antagonizing our elected officials, and stop bullying our neighbors. We all have more in
65 common than you would think and we all are invested in the success of our community.
66 This success is only possible if we work together.

67

68 I encourage everyone on the council, in leadership roles in this community, in the room
69 today and across this amazing town to consider what future they'd like for Londonderry -
70 one that reflects the core values of loving thy neighbor not one that is marked by division

LONDONDERRY TOWN COUNCIL MEETING MINUTES

71 and discord. We can do better but we can only do it together.

72

73 Dave Ellis, 1 Wilshire Drive, brought up the Lithia Springs vote. Ellis stated that if the
74 Council passes the vote, there should be an agreement to conserve the Lithia Springs
75 complex.

76

77 Mike Pettengill, 5 Apollo Rd Ex., spoke in favor of making the purchase.

78

79 Ron Dunn, 12 Quincy Road, reminded the public that on September 21st DES will hold
80 office hours to help people apply for the rebate program.

81

82 Martha Smith, 38 Shasta Drive, asked the Council what the water plan is. Smith stated that
83 she spoke to the state and they said Londonderry has a bunch of money available but we
84 don't have plan yet.

85

86 PUBLIC HEARING

87

88 Motion to enter public hearing made by Vice Chairman Green and second by Councilor
89 Franz. Chair votes 5-0-0.

90

91 Chairman Farrell stated that he would like to release the town attorney. Town Manager
92 Malaguti stated that would be for the waste management discussion under old business.

93

94 Chairman Farrell made a motion to close the public hearing Vice Chairman Green and
95 seconded by Councilor Franz. Chair votes 5-0-0.

96

97 OLD BUSINESS

98

99 Chairman Farrell brought up the continued discussion about Waste Management cost
100 increases. Town Manager Malaguti presented. Director of Engineering and Environmental
101 Services, John Trottier, and Bob Kerry, Environmental Engineer, were present to help.
102 Malaguti stated that our trash and recycling vendor has been seeking an extraordinary cost
103 increase of 10% as they say is permitted under existing contract. Malaguti stated that this
104 has gone in front of the Council with the proposal that was put together by staff. The Council

LONDONDERRY TOWN COUNCIL MEETING MINUTES

105 had asked to renew the discussion and contract and Malaguti stated that tonight he is
106 presenting on those two items and additional information the Council requested. Malaguti
107 stated that Londonderry is paying less than other communities in the area who have
108 conducted recent requests for proposal processes. Malaguti stated that there are two
109 proposals. One is the original proposal that he made to the Council that is still on the table,
110 \$569k. The revised proposal is \$513k. Vice Chairman Green asked what the increase is
111 going to cost each household roughly. Kerry stated that in FY23 we are slated at \$16.50 per
112 household, for everything. Malaguti stated that he is happy with a consensus because it has
113 to come back for formal approval once the language has been put together. The Council
114 gave a consensus.

115

116

PUBLIC HEARING

117

118 Motion to reopen public hearing made by Vice Chairman Green and seconded by Councilor
119 Franz. Chair votes 5-0-0.

120

121 Chairman Farrell introduced the Lithia Springs Conservation transaction. Chairman Farrell
122 stated that this has been talked about a few times. Town Manager Malaguti presented the
123 additional information the Council requested. Malaguti stated that there was a concern about
124 how important the property was. That question was driven by what may be developed there
125 if this transaction doesn't go through. Malaguti shared that there are letters of support that
126 were given to Kirby and provided to the Council.

127

128 Councilor Paul stated that we are not buying it for the wetlands, are buying it for the
129 buildable area to protect the wetlands and that's what we are buying it for.

130

131 Councilor Franz confirmed that the funds for this purchase are from two sources. Once from
132 the Conservation Commission and the other one is hinged on approval of a Grant. Councilor
133 Franz asked that if the funds are not awarded, is there room to exit without penalty. Malaguti
134 stated that is correct and there are three forms of payment. One is the Conservation
135 Commission Acquisition Fund, and there are two Grants that have been applied for. If it
136 doesn't come together, we can get out of the purchase by the end of the year with the money
137 given back.

138

139

LONDONDERRY TOWN COUNCIL MEETING MINUTES

140 Marge Badios, Conservation Commission, summarized what the Conservation
141 Commissions position is. Badios stated that this property is exceptional on many levels. It's
142 environmental, historical and ecological. It would be one of the Commissions top
143 acquisitions at no taxpayer money.

144

145 Dan Bouchard, 8 O'Connell Drive, asked what the purchase price was. Chainman Farrell
146 stated \$1.5M and the appraisal is at \$2M.

147

148 Kristine Perez, 5 Wesley Drive, asked when the appraisal was requested. Malaguti stated
149 that he doesn't have that date and it was handled by the Conservation Commission. Badois
150 stated that it was toward the beginning of the process and it took a while.

151

152 Ann Chiampa, 28 Wedgewood, stated she was speaking for the Historical Society. Chiampa
153 stated that she took a vote from the Historical Society and they were fully in support.

154

155 Councilor Butler asked the Conservation Commission if Mr. Ellis conditions will be met.
156 Badois stated that they will be.

157

158 Motion to approve the Lithia Springs Conservation transaction made by Vice Chairman
159 Green and seconded by Councilor Franz. Chair votes 5-0-0.

160

161 Chairman Farrell introduced Resolution #2022-14, an update to the policy against
162 harassment and reporting procedures. Town Manager Malaguti presented. Malaguti stated
163 that state law changed recently and added a gender identity under a protected class. We
164 had a harassment policy that didn't reflect that. We also clarified the process which make
165 sit easy for employees to report harassment.

166

167 Kristine Perez, 5 Wesley Drive, asked how these reports are given. Verbal or written. How
168 are they filed. Malaguti stated that there is a provision for an oral report to be made.
169 Malaguti stated that a written report would be okay as well. Perez asked if there was a way
170 for the public to file one. Malaguti stated that the policy and practice would be the same
171 for the public making a complaint.

172

173

LONDONDERRY TOWN COUNCIL MEETING MINUTES

174 Councilor Paul asked how many warnings someone has before action is taken. Councilor
175 Paul asked at what point is an action taken and what are those actions. Malaguti stated that
176 the answer will always depend on the facts of that specific case.

177

178 Motion to approve Resolution #2022-14 made by Vice Chairman Green and seconded by
179 Councilor Franz. Chair votes 5-0-0.

180

181 Chairman Farrell introduced Resolution #2022-15, the acceptance of Bodwell Waste
182 Services Corporation Sewer Infrastructure, RSA 31:95-e. Malaguti stated that this is to
183 formalize the consensus the Council gave him. They way to get this property is by
184 donation. Motion to approve Resolution #2022-15 made by Vice Chairman Green and
185 seconded by Councilor Franz. Chair votes 5-0-0.

186

187 Motion to close public hearing made by Vice Chairman Green and seconded by Councilor
188 Paul. Chair votes 5-0-0.

189

190

NEW BUSINESS

191

192 Town Manager Malaguti went over the upgrade options for intersection of Route 28 and
193 Stonehenge Drive. Malaguti stated that Chairman Farrell, Councilor Paul and himself
194 attended a meeting put on by NH Department of Transportation to address the plan for
195 traffic improvements to this intersection. DOT favors a roundabout here due to fewer site
196 impacts. John Trottier, Director of Engineering and Environmental Services, stated a
197 roundabout would be a good choice.

198

199 The Council discussed options and spoke about the idea of a roundabout.

200

201 Town Manager Malaguti stated that he has promoted Benefits Administrator, Tara Koza,
202 to Human Resources Manager for the town. The Council congratulated Koza on her
203 promotion.

204

205

206

207

LONDONDERRY TOWN COUNCIL MEETING MINUTES

208

APPROVAL OF MINUTES

209

210 Motion to approve the Town Council minutes from August 29, 2022 by Councilor Franz,
211 and seconded by Councilor Paul. Chair votes 5-0-0.

212

213

OTHER BUSINESS

214

215 Town Manager Malaguti stated that drought restrictions are still in effect.

216

217

ADJOURNMENT

218

219 Motion to adjourn made by Vice Chairman Green and second by Councilor Franz. Chair
220 votes 5-0-0.

221

222 Notes and Tapes by: Kirby Brown Date: 9/12/2022

223 Minutes Typed by: Kirby Brown Date: 9/16/2022

224 Approved by: Town Council Date: 9/26/2022