



LONDONDERRY TOWN COUNCIL

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

Michael Malaguti • Town Manager
Lisa Drabik • Assistant Town Manager
Justin Campo • Finance Director

Agenda August 15, 2022 – 7:00 P.M. Moose Hill Council Chambers

A. CALL TO ORDER

B. PUBLIC COMMENT

C. PUBLIC HEARING

1. Lithia Springs Conservation Transaction
(Michael Malaguti, Town Manager; Mike Speltz Conservation Commission)
2. Resolution # 2022-15: Acceptance of Unanticipated Revenue (RSA 31:95-b, III(a) – \$530,316.91 highway block grant and \$397,786 municipal bridge funding
(Michael Malaguti, Town Manager; Justin Campo, Finance Director)

D. NEW BUSINESS

1. Lithia Springs Conservation Transaction
(Michael Malaguti, Town Manager; Mike Speltz Conservation Commission)
2. Resolution # 2022-15: Acceptance of Unanticipated Revenue (RSA 31:95-b, III(a) – \$530,316.91 highway block grant and \$397,786 municipal bridge funding
(Michael Malaguti, Town Manager; Justin Campo, Finance Director)
3. Resignation of Lisa Drabik (Assistant Town Manager) from the CART Board of Directors; Appointment of Ilona Arndt (Director of Senior Affairs) to CART Board
(Michael Malaguti, Town Manager)

4. Briefing on road paving plan and practices
(John Trottier, Director of Engineering and Environmental Services)
5. Designation of preferred area for electioneering (RSA 659:43, II)
(Town Council; Jonathan Kipp, Town Moderator)
6. Waste Management cost increase (trash and recycling contract)
(Michael Malaguti, Town Manager; Justin Campo, Finance Director; Bob Kerry, Environmental Engineer; John Trottier, Director of Engineering & Environmental Services)
7. Presentation of refreshed DPW website
(Dave Wholley, Director of Public Works)
8. Order #2022-15 – Order Relative to the Expenditure of Maintenance trust Fund for various Projects
(Dave Wholley, Director of Public Works)
9. Resolution # 2022-14: Updated Policy Against Harassment & Reporting Procedures
(Michael Malaguti, Town Manager)

E. OLD BUSINESS

1. Follow Up on Strategic Goals Discussion
(Michael Malaguti, Town Manager)
2. Briefing on handling of animal control calls
(Kim Bernard, Deputy Police Chief)
3. Forest Hills abatement update
(Steve Hamilton, Assessor)
4. Discussion of processing of tax payments
(Allison Parsons, Tax Collector; Justin Campo, Finance Director)
5. PFAS update
(Michael Malaguti, Town Manager)

F. APPROVAL OF MINUTES

July 11, 2022 Town Council Minutes

G. APPOINTMENTS/REAPPOINTMENTS

1. Appointment of Brian Battaglia as a Full Member, 4 Year Term, on SNHPC
2. Appointment of Jeff Penta as an Alternate Member, 1 Year Term, on SNHPC

H. OTHER BUSINESS

1. Liaison Reports

2. Town Manager Report
 - A. Drought Update
 - B. Community Power Coalition (Aggregation) Update

I. ADJOURNMENT

J. MEETING SCHEDULE

1. Town Council Meeting 08/29/2022
Moose Hill Council Chambers, 7:00 P.M.

LEGAL NOTICE

The Londonderry Town Council will hold the following PUBLIC HEARING:

The Lithia Springs Conservation Transaction

The public hearing will occur on Monday, August 15, 2022 at 7:00 PM at the Londonderry Town Hall, 268B Mammoth Road, Londonderry, NH 03053.

Londonderry Town Council

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT effective the date it is signed by all parties, is between, on the one hand, **Wayland C. Elwood, Trustee of the Wayland H. Elwood Trust, dated May 12, 2008, Pamela Hills**, of 11 Cutler Road, Litchfield, NH 03052, and **Ronald Lawrence**, 19102 Limestone Court, New Smyrna Beach, FL 32168 (the "Seller"), and the **Town of Londonderry, New Hampshire** (the "Buyer"), of 268B Mammoth Road, Londonderry, NH 03053:

1. Property

The Property to be conveyed is approximately fifty four (54) acres of land vested in the Seller by virtue of a warranty deed of Londonderry Lithia Spring Water Company to "Nettie B. Elwood, her heirs and assigns forever" dated May 22, 1940 and recorded at Book 969, Page 280 in the Rockingham County Registry of Deeds, and also known as Map and Lot 002-022-0 (the "Property").

Subject to Section 16, below, the Property will be held perpetually in the name of the Buyer for conservation, agricultural, and/or recreational purposes under the control and management of the Londonderry Conservation Commission following its acquisition by the Buyer.

To the extent a certain directional sign for Elwood Orchards located at the intersection of NH Route 102 and High Range Road is situated on the Property, the Buyer shall grant a license to Seller or Seller's nominee for such sign to remain in its present location. This provision shall survive the closing and is intended to benefit Wayne Elwood and his successors-in-title with respect to the property at ³⁵37 Elwood Road (Elwood Orchards). Except with respect to this provision, and subject to ³⁷paragraph 16, this Agreement is not intended to benefit any third party.

pms wce, ph

2. Purchase Price

The Buyer shall pay the Seller or the Seller's assign the purchase price of One Million Five Hundred Thousand Dollars and No Cents (\$1,500,000.00) funded with money in the Buyer's existing conservation land fund and other funding to be secured. The purchase price shall be paid as follows:

- a. Deposit of \$10,000 by check drawn on a bank account of the Town of Londonderry, to be held in escrow by Seller's representative pending closing, or as otherwise provided herein; and
- b. \$1,490,000.00 by check drawn on a bank account of the Town of Londonderry at closing.

3. Closing

The closing shall occur at the Londonderry Town Hall on or before December 31, 2022.

4. Transfer of Title

Upon the receipt of the Purchase Price as set forth herein, and no later than the date stated above (absent agreement of the parties), the Seller shall deliver to the Buyer a duly executed, good and sufficient Warranty Deed in form reasonably satisfactory to the Buyer conveying its fee interest in the Property free from liens and encumbrances, except:

- a. Real estate taxes assessed on the Property which are not yet due and payable;
- b. Lien for Current Use Taxation;
- c. Betterment assessments, if any, which are not a recorded lien on the date of this Agreement;
- d. Federal, state, and local laws, ordinances, bylaws, rules and regulations regulating use of land, including building codes, zoning bylaws, health and environmental laws;
- e. Utility easements of record; and
- f. Permitted Encumbrances.

5. Closing Certifications and Documents

- a. Seller shall execute and deliver simultaneously with the delivery of the deed such certifications and documents as may customarily and reasonably be required by Buyer, including, without limitation, certifications and documents relating to: (A) parties in possession of the Property; (B) the creation of mechanics' or materialmen's liens; (C) the settlement statement, 1099 acknowledgment, NH DRA forms, disbursement authorization, certificate of nonforeign status, errors and omissions agreement, and tax proration agreement; (D) Seller not in bankruptcy and there being no litigation pending or threatened against or relating to the Property; and (E) information required to permit the closing agent to report the transaction accurately to applicable taxing authorities.
- b. If Seller is a corporate entity, Seller shall provide evidence of Seller's good standing with the Secretary of State, copies of its formation documents, as amended, and certification as to the authority of the person signing documents on the Seller's behalf, all as reasonably requested by Buyer.

6. Contingencies

The Buyer's and Seller's performance of this Agreement is contingent upon the following:

- A. Approval of this transaction by the Londonderry Conservation Commission on or before August 31, 2022;
- B. Approval of this transaction by the Londonderry Town Council under RSA 36-A:4, I, on or before August 31, 2022;
- C. Appraisal of the Property for no less than \$1,500,000.00 (the "Appraised Value"), on or before August 31, 2022, by McManus & Nault Appraisal Company, at the Buyer's expense. Should the Property appraise for more than \$1,500,000.00, the purchase price shall remain \$1,500,000.00;
- D. Completion of a Phase 1 environmental study satisfactory to the Buyer in its sole discretion on or before August 31, 2022; and
- E. Buyer securing funding sufficient to cover the purchase price, by way of grant(s), appropriation(s), or from other sources, on or before December 19, 2022. It is acknowledged that Buyer may seek funding from such sources as it deems appropriate, and may decline to seek funding from other sources, in its sole discretion.
- F. Upon the effective date of this Agreement, Buyer, or Buyer's representatives, shall have the right to enter the Property for the purpose of performing inspections and tests. All such inspections and tests shall be conducted at the sole expense of the Buyer. Buyer shall have the right to have the Property surveyed, to test for environmental matters, to conduct engineering inspections, to review zoning matters, market conditions, financial matters and any or all other matters Buyer deems relevant to its purchase. If Buyer, in its sole opinion, is not satisfied with the results of such tests or inspections for any reason, or if the Property is not in compliance with any applicable laws, regulations, codes or ordinances, Buyer may, at its option, terminate this agreement by providing written notice to the Seller on or before December 31, 2022, in which event this agreement will be null and void without recourse to the Seller. Buyer and its agents shall indemnify and hold Seller harmless from and against losses and claims occasioned by their entry onto the Property for the purpose of conducting inspections and tests under this paragraph, and shall supply evidence of commercially reasonable liability and workers' compensation insurance upon request. To the extent Seller may permissibly do so, Seller shall grant Buyer the right to copies of any and all tests, including but not limited to, inspection results, engineering inspections and/or reports, environmental inspections and or tests, etc., and to the use of such information.

Should one or more of the foregoing contingencies fail, the Buyer may elect to cancel this Agreement, in which case the Seller will return the deposit to the Buyer and the parties shall be released from their respective obligations under this Agreement. With respect to a failure of

contingency (C), Seller and Buyer may, but are not required to, amend the purchase price stated in Section 2 and to amend the Appraised Value stated in Contingency (C) to an amount no less than the actual appraised value. Should the above contingency deadlines and the Title Notification Date pass without the Buyer canceling this Agreement, the deposit will become nonrefundable. The Buyer may request extensions of dates or deadlines contained in this Agreement which shall not be unreasonably withheld.

7. Closing Costs

The Seller and Buyer shall be responsible for their respective fees and expenses.

8. Real Estate Broker

The Seller is represented by a New Hampshire real estate broker, Maggie and Giovanni Verani, BHHS Verani Londonderry ("Broker"). It is acknowledged that Buyer shall in no way be responsible for payment of Broker's or his or her applicable agency's commission, and Seller shall indemnify and hold Buyer harmless from and against any claim of the Broker for the same.

9. Title

On or before December 31, 2022 (the "Title Notification Date"), Buyer agrees to obtain, at Buyer's expense, either (i) a Commitment for Title Insurance written on a nationally recognized title insurance company, or (ii) a written title certification, together with copies of all instruments which create title exceptions (collectively, the "Title Commitment"). Buyer agrees that on or before the Title Notification Date, Buyer shall give written notice to Seller of any title matters which are not acceptable to Buyer as Permitted Encumbrances (the "Title Notice"). Except for those matters of record arising after the date of the Title Commitment, any matter of record not set forth in the Title Notice shall be deemed to be a Permitted Encumbrance. In the event that the Title Notice sets forth title matters not acceptable to Buyer as Permitted Encumbrances, then Seller shall use reasonable efforts to remedy the title matters to which Buyer has disapproved in the Title Notice. If Seller shall be unable to remedy such title matters, this Agreement shall be deemed terminated and the Deposit shall be returned to Buyer.

10. No Waste

During the term of this Agreement, Seller shall not commit waste on the Property, and Seller shall not alter the Property in any way, including, but not limited to the harvesting of timber, excavation of earth, or construction of improvements. Seller shall keep the taxes paid upon the Property, and shall permit no liens or encumbrances to attach to the Property.

11. Other Disclosures

Seller represents and warrants that during the time of Seller's ownership of the Property, Seller has not discovered, nor has Seller caused the Property to be exposed to, any toxic or hazardous substance and Seller is otherwise unaware of the existence of any toxic or hazardous

substance on the Property. The parties waive any statutory property disclosure requirements that may apply to the Property.

12. Default

If the Seller shall default in the performance of the Seller's obligations under this agreement, then the Buyer may institute a suit for specific performance or pursue other available legal remedies. If the Buyer shall default in the performance of the Buyer's obligations under this agreement, then the Seller may rescind the agreement and treat the deposit as liquidated damages. This shall be the Seller's sole remedy at law or in equity.

13. Attorneys

Sheehan Phinney and Michael J. Malaguti represent the Buyer and the Buyer's interests. Solomon P.A. and Peter Solomon represent the Seller and the Seller's interests.

14. Condition of Property

Except as otherwise set forth herein Seller is conveying the Property in its AS IS condition.

15. Backup Offers

Seller may continue to show the Property, receive backup offers, and enter into agreements with third parties, provided, however, that such agreements are subject to the terms of this Agreement and the rights of the Buyer set forth herein. The Seller may permit such third parties to enter the Property for the purpose of conducting due diligence, provided, however, that Seller shall not permit such parties to commit waste as defined in Section 10, above.

16. Assignment

The Buyer may in writing assign its interests, rights, and obligations under this Agreement to a third party or parties without the consent of the Seller.

17. Effect of Agreement

This Agreement contains the complete, final, and exclusive embodiment of the entire understanding between the parties. This Agreement is entered into without reliance on any promise, representation, agreement or understanding, oral or written, not contained herein. This Agreement may only be amended in a writing signed by the parties hereto.

18. Venue

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

SELLER

Wayland C. Elwood

WAYLAND C. ELWOOD, Trustee of the
Wayland H. Elwood Trust

Date: 5/24/22

Pamela Hills

PAMELA HILLS

Date: 5/23/22

Ronald Lawrence

RONALD LAWRENCE

Date: May 13, 2022

Vict Eill



Victoria Eichhorn
Comm. #HH084114
Expires: Feb. 5, 2025
Bonded Thru Aaron Notary

BUYER

TOWN OF LONDONDERRY

Michael Malaguti

Michael Malaguti, Town Manager

Date: 5/31/2022

LEGAL NOTICE

The Londonderry Town Council will hold the following PUBLIC HEARING:

Pursuant to RSA 31:95-b, III(a), the Londonderry Town Council will hold a public hearing on the acceptance of approximately \$530,316.91 in additional highway block grant funding, and approximately \$397,786 in additional municipal owned bridge funding on August 15, 2022 at 7:00 p.m. in the Moose Hill Town Council Chambers, Londonderry Town Hall, 268B Mammoth Road, Londonderry, NH 03053.

Londonderry Town Council

RESOLUTION 2022-15

A Resolution Relative to the

Acceptance of Unanticipated Revenue Under RSA 31:95-b

First Reading: 08/15/2022

Second Reading: Waived

Adopted: 08/15/2022

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 approximately \$530,316.91 in highway block grant funding and approximately \$397,786 in municipal-owned bridge funding under S.B. 401(the "Grant").

NOW THEREFORE BE IT RESOLVED by the Londonderry Town Council that the Grant funds mentioned above are hereby accepted.

John Farrell - Chairman
Town Council

Sharon Farrell - Town Clerk

(TOWN SEAL)

A TRUE COPY ATTEST:08/15/22

Kirby Brown

From: Lisa Drabik
Sent: Friday, August 12, 2022 9:31 AM
To: Michael Malaguti
Cc: Kirby Brown
Subject: Resignation from CART Board

Good morning,

Please consider this my formal resignation from my position on the CART Board given my impending departure, and my request that the Council make another appointment to the CART Board given that the Town has three seats (two of which are currently held by Art Rugg and Nancy Michels; my resignation creates a vacancy in the third seat).

-Lisa

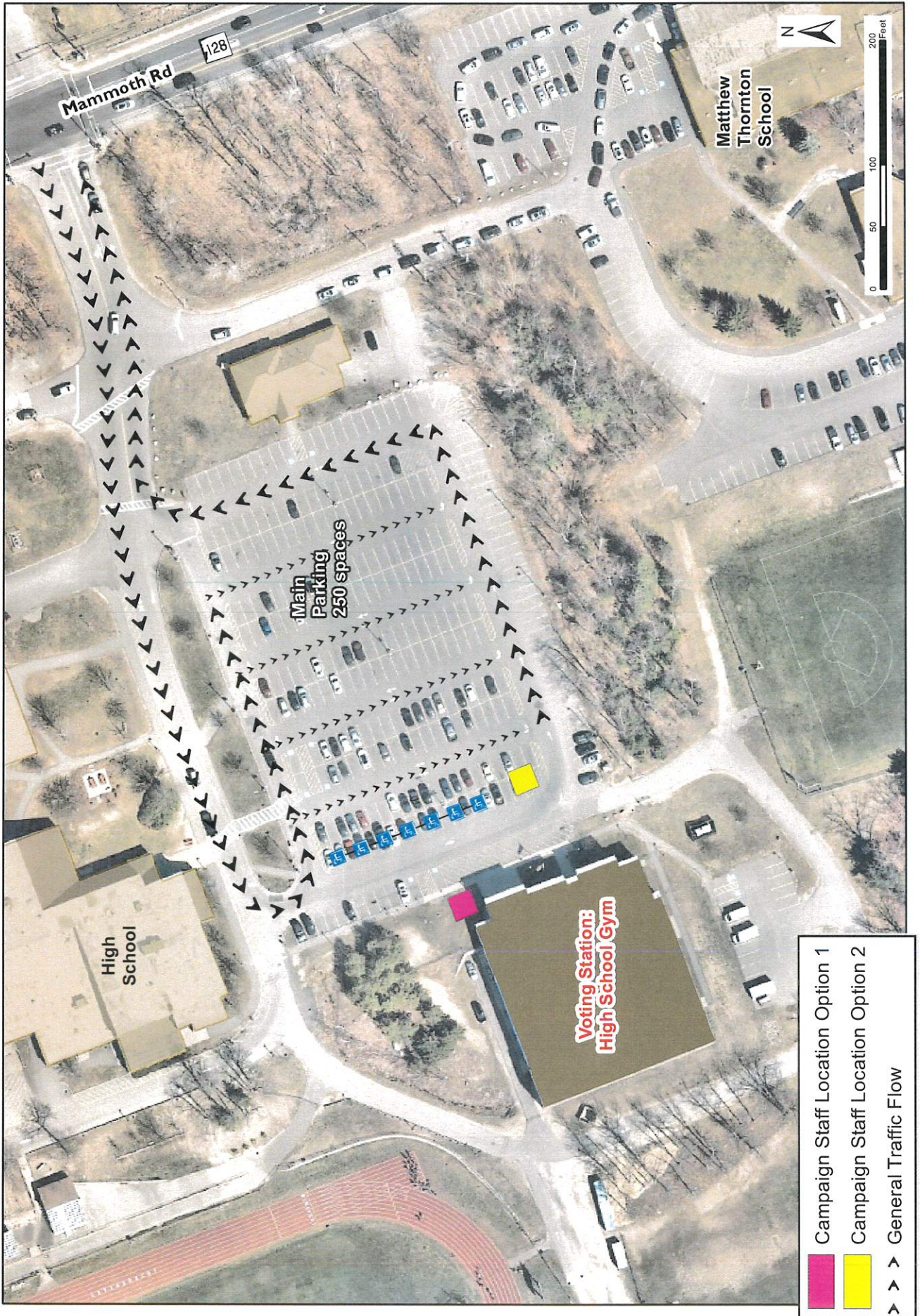
Regards,

Lisa M. Drabik

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

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Potential Campaign Staff Location Primary Election: September 13, 2022



Waste Management Contract Adjustment Proposal

	Proposal	Original Contract	Increase from PY	Increase Over Current
FY 2023:	2,056,119	\$ 2,046,186	3.50%	0.50%
FY 2024:	2,251,450	\$ 2,107,571	9.50%	6.50%
FY 2025:	2,364,022	\$ 2,170,798	5.00%	2.00%
FY 2026:	2,458,583	\$ 2,235,922	4.00%	1.00%
Total Cost:	9,130,174	\$ 8,560,478	22.00%	10.00%

* Total increase over current contract: \$ 569,696.50

** Note, 2 optional extensions for FY27 at base plus 10% and FY28 at base plus 15%

ORDER #2022-16

An Order Relative to

EXPENDITURE OF

MAINTENANCE TRUST FUNDS FOR VARIOUS PROJECTS

Reading: 08/15/2022

Adopted: 08/15/2022

WHEREAS voters since 2003 have approved funding for the maintenance and repair of public buildings and grounds in the town; and

WHEREAS by the Town Council of the Town of Londonderry that the Town Treasurer is hereby ordered to expend \$3,922.68 from the Expendable Maintenance Trust Fund for the aforementioned repairs and improvements.

NOW THEREFORE BE IT ORDERED by the Town Council of the Town of Londonderry that the Town Treasurer is hereby ordered to expend \$3,922.68, from the Expendable Maintenance Trust Fund for the aforementioned repairs and improvements.

John Farrell, Chairman
Town Council

Sharon Farrell
Town Clerk

A TRUE COPY ATTEST:
08/15/2022

Description	Vendor	Amount
<p>Repair of Central Fire A/C unit</p> <p>On July 12th the compressor on A/C which serves the bunk house failed due to excessive build up of dirt, dust and pollen. This resulted in replacement of the compressor, filter and the thermal expansion valve. System was then repressurized and finally put back into service on 8/2/22. We utilized the install contractor during this emergency due to the heat wave and availability of parts.</p>	<p>Eckhardt & Johnson</p> <p>Materials/parts</p> <p>Labor</p>	<p>\$ 2,313.93</p> <p>\$ 1,608.75</p>
<p>Total Town Council EMTF Order #2022-15</p>		<p>\$ 3,922.68</p>

Eckhardt & Johnson

MECHANICAL CONTRACTORS

6 Eastpoint Drive, Hooksett, NH 03106
Tel. 603-622-7493 Fax 603-647-4618



** Invoice Proof **

Reference: 41548

Proof Date: 8/4/2022

Bill to: Londonderry Fire Department
280 Mammoth Road
Londonderry, NH 03053

Service at: Londonderry Fire Department
280 Mammoth Road
Londonderry, NH 03053

Problem: AC Repair

Terms: Net 30 Days

PO Number:

Customer ID: LONFIR

AHU #1 (Serves Bunk House) isn't running. Space is warm. Chris Patten (603) 305-5585

Item	Description	Quantity	Unit Price	Amount
Labor				
7/12/2022	Moore; Jason D. Travel	REG 0.50	90.00	45.00
<i>Found no power to the condenser. Found compressor shorted to ground and breaker tripped. There was 1/8" of pollen on the condenser coil so it was cleaned. Reached out compressor availability and we're waiting to hear back.</i>				
7/12/2022	Moore; Jason D. Repaired A/C	REG 1.00	90.00	90.00
<i>Found no power to the condenser. Found compressor shorted to ground and breaker tripped. There was 1/8" of pollen on the condenser coil so it was cleaned. Reached out compressor availability and we're waiting to hear back.</i>				
7/12/2022	Moore; Jason D. Repaired A/C	OT 0.25	135.00	33.75
<i>Found no power to the condenser. Found compressor shorted to ground and breaker tripped. There was 1/8" of pollen on the condenser coil so it was cleaned. Reached out compressor availability and we're waiting to hear back.</i>				
7/12/2022	Fletcher; Andrew J. Repaired A/C	REG 1.00	90.00	90.00
<i>Checked controls and assisted with cleaning the coil.</i>				
7/21/2022	Moore; Jason D. Travel	REG 0.50	90.00	45.00
<i>Recovered refrigerant from system, replaced failed compressor, filter drier, and thermal expansion valve, and pressure tested. Started vacuum pump and will return tomorrow.</i>				
7/21/2022	Moore; Jason D. Repaired A/C	REG 7.75	90.00	697.50
<i>Recovered refrigerant from system, replaced failed compressor, filter drier, and thermal expansion valve, and pressure tested. Started vacuum pump and will return tomorrow.</i>				
7/22/2022	Moore; Jason D. Travel	REG 0.50	90.00	45.00
<i>Charged system, replaced contactor, and checked operation. Time delay relay should be added to prevent short-cycling of compressor.</i>				
7/22/2022	Moore; Jason D. Repaired A/C	REG 6.25	90.00	562.50
<i>Charged system, replaced contactor, and checked operation. Time delay relay should be added to prevent short-cycling of compressor.</i>				
8/2/2022	Moore; Jason D. Repaired A/C	REG 8.00	0.00	0.00
<i>Replaced thermal expansion valve and checked operation.</i>				
8/2/2022	Moore; Jason D. Travel	REG 0.50	0.00	0.00
<i>Replaced thermal expansion valve and checked operation.</i>				
Labor Subtotal:				1,608.75

Eckhardt & Johnson

MECHANICAL CONTRACTORS

6 Eastpoint Drive, Hooksett, NH 03106
Tel. 603-622-7493 Fax 603-647-4618



** Invoice Proof **

Reference: 41548

Proof Date: 8/4/2022

Bill to: Londonderry Fire Department
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Service at: Londonderry Fire Department
280 Mammoth Road
Londonderry, NH 03053

Problem: AC Repair

Terms: Net 30 Days

PO Number:

Customer ID: LONFIR

AHU #1 (Serves Bunk House) isn't running. Space is warm. Chris Patten (603) 305-5585

Item	Description	Quantity	Unit Price	Amount
Miscellaneous				
	Truck Charge			
	C307S 7/8 OD Filter Drier			
	TA-1 Test-All Acid Kit			
	ERZE8GA Thermal Expansion Valve, 8 Ton, R-410A			
	Contactora, 40 Amp, 3 Pole, 24VAC			
	R-410A, Per Lb.			
	Nitrogen (15cf)			
	Auxiliary Switch, SPDT/DPDT, 30-60 Amp			
	ERZE8GA Thermal Exp. Valve, 8-Ton, R-410A			
	Reclaim Machine			
	Condenser Coil Cleaner, Blue, Quart			
	R-410A, Per Lb.			
			Miscellaneous Subtotal:	2,313.93
Total Due:				\$3,922.68

RESOLUTION #2022-14

A Resolution Relative to the Town of Londonderry POLICY AGAINST HARASSMENT AND REPORTING PROCEDURES

First Reading: 08/15/22

Hearing/Second Reading: xx/xx/22

Adopted: _____

WHEREAS on June 30, 1997, Londonderry adopted its Policy on Harassment & Reporting Procedures, later revised via Resolution #2012-12, and said Town Policy on Harassment & Reporting Procedures is codified as Title VI, Chapter V of the Town Municipal Code;

WHEREAS the State of New Hampshire added “gender identity” to the list of protected classes in 2018 via HB 1319 which was signed into law by Governor Sununu, and the Town’s reporting structure for harassment claims has also changed, thereby necessitating an update to the Town’s Policy on Harassment & Reporting Procedures; and

WHEREAS the Town Council may, pursuant to Article 3 of the Town Charter, revise the Municipal Code as necessary; and

WHEREAS the revised Policy on Harassment & Reporting Procedures is attached hereto and shall replace Resolution #2012-12 as the new Title V, Chapter V, in the Town Policy section of the Londonderry Municipal Code.

NOW THEREFORE BE IT RESOLVED by the Town Council of the Town of Londonderry, that Resolution 2022-14 is hereby adopted as **Title VI – Town Policy, Chapter V – Policy on Harassment & Reporting Procedures** and it shall become effective on the date of adoption set forth herein and reviewed as necessary thereafter.

John Farrell, Chairman
Londonderry Town Council

A true copy attest:

Sharon Farrell - Town Clerk

(TOWN SEAL)

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Chapter V – POLICY AGAINST HARASSMENT & REPORTING PROCEDURES

SECTION I PURPOSE

The Town of Londonderry is committed to providing a work environment that is free of harassment based on sex, race, color, national origin, religion, age, military or veteran status, physical or mental disability, marital status, pregnancy, sexual orientation, [gender identity](#) and any other characteristic protected by applicable law. The Town recognizes the harmful effects of harassment and will not tolerate it.

SECTION II STATEMENT OF POLICY

The Town of Londonderry requires all employees to report violations of this policy. The Town Manager (or designee) will respond promptly to reports of harassment, and will take corrective and/or disciplinary action, as appropriate, in an effort to ensure that the goals of this policy are met. The Town will not tolerate any form of retaliation against any employee who reports harassment, or who participates in an investigation of a report of harassment.

SECTION III EXAMPLES OF PROHIBITED HARASSMENT

This policy prohibits offensive, intimidating, threatening, or otherwise unwelcome comments or conduct based on sex, race, color, national origin, religion, age, military or veteran status, physical or mental disability, marital status, pregnancy, [gender identity](#) or sexual orientation. Examples of prohibited conduct include, but are not limited to:

- A. Written or spoken disrespectful or derogatory terms about sex, race, color, national origin, religion, age, military or veteran status, physical or mental disability, marital status, pregnancy, or sexual orientation;
- B. Slurs and epithets;
- C. Unwelcome jokes;
- D. Insults;
- E. Threats of physical violence or harm to a person's property;
- F. Display or circulation of materials, items, or images that are disrespectful, degrading or disparaging to individuals or groups based on the characteristics listed above;
- G. Any other unwelcome conduct or comments directed at a person or group because of a particular protected characteristic (i.e. sex, race, age, etc.).

It is important to note that the types of conduct explained in this policy are prohibited regardless of the intent of the person(s) engaging in the conduct (i.e. to be intentionally offensive, a misguided attempt at humor, attempts at establishing a romantic relationship, etc.). Prohibited conduct includes conduct that is direct as well as indirect (e.g. overheard conversations, e-mail messages sent or forwarded by accident, etc.).

Chapter V – POLICY AGAINST HARASSMENT & REPORTING PROCEDURES
(Cont'd.)

SECTION IV SPECIFIC INFORMATION ABOUT SEXUAL HARASSMENT

The formal definition of sexual harassment includes unwelcome sexual advances, requests for sexual favors and other verbal, physical, and non-physical conduct of a sexual nature when:

- A. Submission to or rejection of such conduct is made explicitly or implicitly a term or condition of employment;
- B. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting that individual, or for awarding or withholding favorable employment opportunity, evaluation or assistance; or
- C. Such conduct has the purpose or effect of unreasonably interfering with an individual's performance at work, or creating an intimidating, hostile, or offensive work environment.

Less formally, the types of conduct prohibited by this policy cover a wide range of inappropriate behaviors including, but not limited to, the actual coercion of sexual relations, unwelcome comments, jokes, innuendoes, sexually suggestive materials, and other unwelcome sexually oriented actions.

While it is not possible to list all of the types of conduct that might violate this policy, the following are some examples:

- Unwelcome sexual advances, whether they involve physical touching or not;
- Sexual epithets, jokes, vulgarity;
- Written or oral references to sexual conduct;
- Gossip or other comments regarding an individual's sex life;
- Comments regarding an individual's body;
- Comments about an individual's sexual activity, deficiencies, or prowess;
- Displaying sexually suggestive objects, pictures, cartoons, electronic images;
- Leering, staring, whistling, grabbing, pinching;
- Sexual flirtation;
- Brushing against someone's body;
- Sexual gestures;
- Suggestive or insulting comments;
- Inquiries or comments about one's sexual experiences; and
- Discussion of one's sexual activities, ambitions or perceptions.

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Chapter V – POLICY AGAINST HARASSMENT & REPORTING PROCEDURES
(Cont’d.)

SECTION V GENERAL PROVISIONS

- A. Individuals Covered by this Policy: This policy applies to all employees of the Town of Londonderry at every level. This policy also prohibits harassment of or by non-employees (vendors, Board members, consultants, etc.) who come in contact with Town employees. This policy prohibits conduct whether it is directed at men by women, at women by men, at men by men, or at women by women, and regardless of whether the conduct occurs on or off the Town’s premises or during or outside of working hours.
- B. Mandatory Reporting Procedure: Employees must report any conduct that violates this policy using the “Reporting Procedure for Discrimination, Harassment, and Retaliation” below (referred to as the “Reporting Procedure”). Do not assume that the Town is aware of the problem. Each employee has a responsibility to report harassment. It is only through the active involvement of all employees that the Town can prevent and correct harassment in the workplace.

Using the Town’s mandatory Reporting Procedure does not preclude an employee who has experienced conduct in violation of this policy from discussing the matter directly with the person(s) engaging in the offensive conduct. Employees who are offended by conduct are encouraged, but not required, to inform the person(s) engaging in the conduct of the unacceptable nature of the conduct in a professional, civil manner. This discussion may resolve the issue, but even if it is resolved the matter must still be reported through the Reporting Procedure.
- C. Consequences for Violating the Policy: Violations of this policy, whether intended or not, will not be tolerated. Any employee who violates this policy will be subject to corrective and/or disciplinary action, up to and including termination of employment. Note that the Town may take corrective and/or disciplinary action to address inappropriate conduct even if it does not rise to the level of unlawful harassment.
- D. Retaliation will not be Tolerated: The Town of Londonderry requires employees to report violations of this policy and will not tolerate any form of retaliation against an employee who makes a report or who participates in an investigation of a report under this policy. All incidents of retaliation must be immediately reported using the Reporting Procedure.

Chapter V – POLICY AGAINST HARASSMENT & REPORTING PROCEDURES
(Cont'd.)

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SECTION VI REPORTING PROCEDURES

Any employee who has observed, been made aware of, or experienced conduct in violation of the Policy Against Harassment or any policy regarding diversity and equal employment opportunity (collectively referred to in this Reporting Procedure as the “Policies”) must follow this reporting procedure to notify ~~a Department Head, and if the incident involves a Department Head, notify the Town Manager (or the Town Manager’s designee) of the problem so that the matter can promptly and thoroughly be investigated and appropriate action taken:the Town as follows:~~

- Notify the Department Head (or, if in the Police or Fire Departments, a member of the Command Staff, to include PD Lieutenants and above and FD Battalion Chiefs and above). -and/or the Town Manager (or the Town Manager’s designee) of the conduct. An employee can report the matter to any (or more than one) of these individuals either orally or in writing.
- In the event that the report is about conduct engaged in by the Town Manager, the employee may also choose to make the report directly to the Chair of Town Council, and may do so orally or in writing.
-

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A. Investigation: The Town will investigate reports made through this Reporting Procedure promptly and fairly. The investigation will be conducted in such a way as to maintain confidentiality to the extent practicable under the circumstances. The investigation may be conducted internally or, in appropriate circumstances, an outside investigator may be retained.

Investigations will typically include private interviews with the person filing the report, with witnesses, and with others as circumstances warrant. The person alleged to have violated the Policies will also typically be interviewed. Any employee asked to participate in an investigation is expected to cooperate fully and truthfully. When the investigation is complete, to the extent appropriate, the Town will inform the person filing the report and the person alleged to have violated the Policies of the results of that investigation.

B. Corrective/Disciplinary Action: Any employee who has violated the Policies or otherwise acted inappropriately will be subject to corrective and/or disciplinary action, up to and including immediate termination of employment.

C. Retaliation is Prohibited: Employees who make reports in good faith under this Reporting Procedure and/or participate in good faith in any investigation under this Reporting Procedure have the Town’s assurance that it will not tolerate any form of retaliation against them for their participation in the process. Any concerns regarding retaliation must be reported using the Reporting Procedure.

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Town of Londonderry
Title VI - Town Policy

Adopted 6/30/97, later revised via
Resolution —2012-12 - Rev. 11/05/12,
Resolution 2022-14 - Rev. xx/xx/22

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Chapter V -SEXUAL HARASSMENT PREVENTION & REPORTING POLICY
(Cont'd.)

ACKNOWLEDGMENT

I have received a copy of the Town of Londonderry's Policy Against Harassment and Reporting Procedure for Discrimination, Harassment, and Retaliation, and have read it or had it explained to me.

Employee's Printed Name

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Employee's Signature

Date

~End of Chapter~
Chapter V Page 5 of 5

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Chapter V Page 5 of 5

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~~End of Chapter~~
Chapter V Page 5 of 5

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

Town Manager's Report – August 15, 2022

The purpose of this report is to update the Council and the public on my activities, and the activities of the Department Heads and their Staff, during the last reporting period. The following is a summary of notable updates:

1. Community Events, Contacts, and Economic Development. The following is a list of notable community events, contacts, and economic development activity I participated in:

- Exit 4 A groundbreaking;
- Congressman Chris Pappas PFAS roundtable held at Town Hall;
- Chief Hart's retirement events;
- Introductory meeting with Eversource's Community Relations Specialist Donald Stokes;
- Meeting with Senator Hassan's State Director and Deputy State Director;
- Meeting with DES concerning sewer infrastructure;
- Meeting with DES/NH Attorney General regarding PFAS;
- 3 meetings with Londonderry's PFAS consultants and attorneys;
- "Meet your School Resource Officer" event hosted by LPD;
- Check-in meeting with one of our unions;
- Election planning meeting;
- Coffee with a local commercial lender to discuss economic development opportunities;
- Gave quotes and content to *Union Leader* reporter about our drought ordinance and drought conditions in Londonderry; and

- Communicated or met with 10 developers on separate pending or prospective projects.

Additionally, I continued to work with Town Staff and third parties intensively on sewer infrastructure improvements in south Londonderry. I continued to work with DES to move our possible water infrastructure upgrades forward. I discussed the Stonehenge/Route 28 intersection project with DOT staff. A public informational session is planned for September 1, 2022.

2. Personnel Matters. Chief of Police William Ryan Hart, Jr., and Suzanne Roy, Fire Department Executive Assistant, retired. Fire Chief Darren O'Brien also retired, but will continue to lead the Fire Department on a part-time basis to assist in the transition to new leadership.

Our new Town Planner, Kellie Walsh, started work on July 21, 2022. Five firefighters have started work with the Fire Department in recent weeks. The Police Department has one recruit in the academy. Part time Clerk's Assistant Carol Murphy started work on August 10.

3. Cost Increases. We negotiated an agreement with Waste Management to adjust their contract to reflect inflationary conditions. This will be presented to the Town Council on August 15.

4. Water/PFAS. Work has begun on the cost of service study to determine the feasibility of a Town-owned water system. The Town is working with engineering consultants and lawyers and has adopted a multi-pronged approach to mitigate PFAS contamination in Town. Much of this work is occurring behind the scenes and is not ready to be addressed publicly.

5. Senior Resources. Planning work continues on the Senior Resources Expo, which will be held in the High School Gymnasium on October 16.

6. Lancaster Drive Water Line Project. This project which brings safe, clean drinking water to the heavily contaminated area on Lancaster Drive, is almost complete.

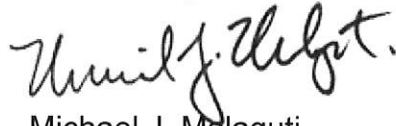
7. Lion's Hall. The Lions will be turning the Lion's Hall over to the Town on September 5. A building assessment is underway to determine the extent of work that will be needed on the building.

8. DPW Website. Administrative Assistant Donna Limoli spearheaded the effort to update and streamline the DPW website. The much-improved final product will be highlighted at the August 15 Council meeting.

9. Read File. The following items are attached to this Report for general informational purposes:

- CART update (01-04)
- Homeowner Assistance Fund Information (05)
- Highway Block Grant Information (06)

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Michael J. Malaguti". The signature is written in a cursive style with a large, stylized initial "M".

Michael J. Malaguti
Town Manager



MAY 2022 Operations Report For Londonderry

Tracey Whitehead
Regional Service Coordinator

MAY Londonderry Service

MAY REPORT YEARLY COMPARISON

Below is data for the Londonderry Demand Response operated by MTA.
****PLEASE NOTE THE UNDERLINED NUMBERS HAVE BEEN CORRECTED FROM PAST REPORTS.**

Month	Ridership	Shows / No	Total Service Hours	Number of Service Days	Revenue Mileage
MAY 2022	141	6	178.50	21	1,284
MAY 2021	37	1	<u>170.00</u>	20	652
MAY 2020	14	2	<u>170.00</u>	20	73

MAY 2022 MONTHLY REPORT

Month	Ridership	Shows / No	Total Service Hours	Number of Service Days	Mileage
JULY 2021	75	8	<u>178.50</u>	21	780
AUGUST 2021	69	8	<u>187.00</u>	22	638
SEPTEMBER 2021	61	7	<u>187.00</u>	22	570
OCTOBER 2021	114	9	<u>170.00</u>	20	1,006
NOVEMBER 2021	116	13	<u>178.50</u>	21	1,006
DECEMBER 2021	70	0	<u>195.50</u>	23	614
JANUARY 2022	76	9	<u>170.00</u>	20	N/A
FEBRUARY 2022	67	10	161.50	19	528
MARCH 2022	109	21	195.50	23	852
APRIL 2022	121	17	178.50	21	1,038
MAY 2022	141	6	178.50	21	1,284

Community Events Outreach and Marketing

1. Met with Sylvia from SNHPC regarding the MTA-CART website, to provide a more user friendly website to current and potential users. These updates are currently in progress.
2. We will be shuttling for the Londonderry Senior Center on August 20, for the parade using our CART vehicle.



WHERE ARE THEY GOING?

- SUPERCUTS-DERRY
- DERRY MEDICAL @ LONDONDERRY
 - WALMART-DERRY
 - MARKET BASKET
- THE PAVILION-MANCHESTER
 - APPLEBEE'S-DERRY
- KELVIN DENTAL ASSOCIATION
 - SALON ELIGANTE-DERRY
- LONDONDERRY SENIOR CENTER
 - PARKLAND MEDICAL
 - DERRY SPORT AND REHAB
 - UPPER ROOM
- OLD PATRIOT TITLE COMPANY

THE NH HOMEOWNER ASSISTANCE FUND APPLICATION GUIDE & CHECKLIST



ELIGIBILITY REQUIREMENTS

- You own and occupy, as your primary residence, the property for which you require assistance.
- You experienced a coronavirus pandemic-related reduction in income or increase in expenses.
- Your income is equal to or less than 125% of Area Median Income. (This will be reviewed with you during the application process.)
- You have past-due expenses associated with your primary residence, such as:
 - Mortgage payments
 - Property taxes
 - Homeowner insurance, flood insurance, mortgage insurance premiums
 - Homeowner association and condominium fees
 - Utility or internet payments

NO REPAYMENT TERMS

- If you receive less than \$5,000 in assistance, these funds will be provided as a non-recourse grant with no repayment necessary.
- If you receive assistance equal to or greater than \$5,000, funds will be provided as a two-year, forgivable grant that requires a recorded Promise to Pay and Mortgage. Repayment in full will be required if the property is sold or refinanced within two years. The Promise to Pay and Mortgage will be automatically released by the NH Homeowner Assistance Fund two years from the date of assistance.

LOSS MITIGATION

- If you apply for assistance with past-due mortgage payments, completing loss mitigation will be required. Loss mitigation is a request for mortgage assistance that includes information required by your servicer for evaluating the request. Exceptions can be requested when:
 - A servicer has not been timely/responsive with loss mitigation review; or
 - There is an urgent threat of foreclosure, making loss mitigation unlikely; or
 - There are circumstances that prevent the completion of loss mitigation.
- **Contact AHEAD for assistance with loss mitigation:
800-974-1377 ext. 1014**

NUMBER OF APPLICATIONS

- Apply for all delinquent housing-related expenses in your first application, as there is a 6-month waiting period before a new application can be submitted.
- New applications may include expenses incurred since the previous application.

APPLICATION CHECKLIST

- Social Security card
- Contact information of the Authorized Representative helping with your application
- Most recent federal tax return
- Deed to property
- Mortgage information (if applicable)
- Proof of income for the most recent four weeks or from the timeframe of your hardship. Proof of Public Assistance may be used as proof of eligibility.
- **Proof of all needed assistance:**
 - Copies of recent mortgage statement(s)
 - Most recent property tax bill
 - Most recent insurance bill
 - Most recent homeowner or condominium association bill
 - Most recent utility/internet bill
 - A copy of the loss mitigation determination letter from your servicer (if available)



Apply at HomeHelpNH.org



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



Victoria F. Sheehan
Commissioner

August 2, 2022

William Cass, P.E.
Assistant Commissioner

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

**Re: Londonderry Highway Block Grant Aid – in Accordance with RSA 235:23
Payment for Maintenance, Construction and Reconstruction of Class IV and V Highways**

Dear Mr. Malaguti:

The following is notification of State Highway Block Grant Aid available to your town in State Fiscal Year 2023 (July 1, 2022 thru June 30, 2023) based on estimated revenues through June 30, 2022. The Block Grant Aid payment includes highway revenue from Senate Bill (SB) 367 that was effective July 1, 2014. The total could possibly change based on final audited State Fiscal Year 2022 revenues. The resulting adjustment will be reflected in the April payment. Funding is anticipated to be available upon the availability and continued appropriation of funds in the future operating budget.

State Highway Block Grant Aid anticipated to be available to the Town of Londonderry during Fiscal Year 2023 (July 1, 2022 to June 30, 2023) is as follows:

July 2022 Actual Payment:	\$187,654.66
October 2022 Actual Payment:	\$187,654.66
January 2023 Actual Payment:	\$125,103.11
April 2023 Estimated Payment:	\$125,103.11

TOTAL FOR FY 2023: \$625,515.54

In generalized terms and in accordance with statutory provisions for distribution of Apportionment “A” and SB 367 funds, a disbursement is made of approximately \$1,476 for each mile of Class IV and Class V highway inventoried by each municipality and approximately \$13 for each person residing in a municipality based on the state planning estimate of population. Apportionment “B” is distributed this year to 18 small towns under a somewhat more complicated formula as specified in RSA 235:23, which recognizes the economics of maintaining their Class V highway mileage when considered in relationship to their equalized valuation tax base.

Please contact us at 271-3344 if you have any questions.

Sincerely,

C. R. Willeke

C. R. Willeke, PE
Municipal Highways Engineer
Bureau of Planning and Community Assistance

CRW/dmp

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT effective the date it is signed by all parties, is between, on the one hand, **Wayland C. Elwood, Trustee of the Wayland H. Elwood Trust, dated May 12, 2008, Pamela Hills**, of 11 Cutler Road, Litchfield, NH 03052, and **Ronald Lawrence**, 19102 Limestone Court, New Smyrna Beach, FL 32168 (the "Seller"), and the **Town of Londonderry, New Hampshire** (the "Buyer"), of 268B Mammoth Road, Londonderry, NH 03053:

1. Property

The Property to be conveyed is approximately fifty four (54) acres of land vested in the Seller by virtue of a warranty deed of Londonderry Lithia Spring Water Company to "Nettie B. Elwood, her heirs and assigns forever" dated May 22, 1940 and recorded at Book 969, Page 280 in the Rockingham County Registry of Deeds, and also known as Map and Lot 002-022-0 (the "Property").

Subject to Section 16, below, the Property will be held perpetually in the name of the Buyer for conservation, agricultural, and/or recreational purposes under the control and management of the Londonderry Conservation Commission following its acquisition by the Buyer.

To the extent a certain directional sign for Elwood Orchards located at the intersection of NH Route 102 and High Range Road is situated on the Property, the Buyer shall grant a license to Seller or Seller's nominee for such sign to remain in its present location. This provision shall survive the closing and is intended to benefit Wayne Elwood and his successors-in-title with respect to the property at ²⁵Elwood Road (Elwood Orchards). Except with respect to this provision, and subject to paragraph 16, this Agreement is not intended to benefit any third party.

2. Purchase Price

The Buyer shall pay the Seller or the Seller's assign the purchase price of One Million Five Hundred Thousand Dollars and No Cents (\$1,500,000.00) funded with money in the Buyer's existing conservation land fund and other funding to be secured. The purchase price shall be paid as follows:

- a. Deposit of \$10,000 by check drawn on a bank account of the Town of Londonderry, to be held in escrow by Seller's representative pending closing, or as otherwise provided herein; and
- b. \$1,490,000.00 by check drawn on a bank account of the Town of Londonderry at closing.

3. Closing

The closing shall occur at the Londonderry Town Hall on or before December 31, 2022.

4. Transfer of Title

Upon the receipt of the Purchase Price as set forth herein, and no later than the date stated above (absent agreement of the parties), the Seller shall deliver to the Buyer a duly executed, good and sufficient Warranty Deed in form reasonably satisfactory to the Buyer conveying its fee interest in the Property free from liens and encumbrances, except:

- a. Real estate taxes assessed on the Property which are not yet due and payable;
- b. Lien for Current Use Taxation;
- c. Betterment assessments, if any, which are not a recorded lien on the date of this Agreement;
- d. Federal, state, and local laws, ordinances, bylaws, rules and regulations regulating use of land, including building codes, zoning bylaws, health and environmental laws;
- e. Utility easements of record; and
- f. Permitted Encumbrances.

5. Closing Certifications and Documents

- a. Seller shall execute and deliver simultaneously with the delivery of the deed such certifications and documents as may customarily and reasonably be required by Buyer, including, without limitation, certifications and documents relating to: (A) parties in possession of the Property; (B) the creation of mechanics' or materialmen's liens; (C) the settlement statement, 1099 acknowledgment, NII DRA forms, disbursement authorization, certificate of nonforeign status, errors and omissions agreement, and tax proration agreement; (D) Seller not in bankruptcy and there being no litigation pending or threatened against or relating to the Property; and (E) information required to permit the closing agent to report the transaction accurately to applicable taxing authorities.
- b. If Seller is a corporate entity, Seller shall provide evidence of Seller's good standing with the Secretary of State, copies of its formation documents, as amended, and certification as to the authority of the person signing documents on the Seller's behalf, all as reasonably requested by Buyer.

6. Contingencies

The Buyer's and Seller's performance of this Agreement is contingent upon the following:

- A. Approval of this transaction by the Londonderry Conservation Commission on or before August 31, 2022;
- B. Approval of this transaction by the Londonderry Town Council under RSA 36-A:4, I, on or before August 31, 2022;
- C. Appraisal of the Property for no less than \$1,500,000.00 (the "Appraised Value"), on or before August 31, 2022, by McManus & Nault Appraisal Company, at the Buyer's expense. Should the Property appraise for more than \$1,500,000.00, the purchase price shall remain \$1,500,000.00;
- D. Completion of a Phase 1 environmental study satisfactory to the Buyer in its sole discretion on or before August 31, 2022; and
- E. Buyer securing funding sufficient to cover the purchase price, by way of grant(s), appropriation(s), or from other sources, on or before December 19, 2022. It is acknowledged that Buyer may seek funding from such sources as it deems appropriate, and may decline to seek funding from other sources, in its sole discretion.
- F. Upon the effective date of this Agreement, Buyer, or Buyer's representatives, shall have the right to enter the Property for the purpose of performing inspections and tests. All such inspections and tests shall be conducted at the sole expense of the Buyer. Buyer shall have the right to have the Property surveyed, to test for environmental matters, to conduct engineering inspections, to review zoning matters, market conditions, financial matters and any or all other matters Buyer deems relevant to its purchase. If Buyer, in its sole opinion, is not satisfied with the results of such tests or inspections for any reason, or if the Property is not in compliance with any applicable laws, regulations, codes or ordinances, Buyer may, at its option, terminate this agreement by providing written notice to the Seller on or before December 31, 2022, in which event this agreement will be null and void without recourse to the Seller. Buyer and its agents shall indemnify and hold Seller harmless from and against losses and claims occasioned by their entry onto the Property for the purpose of conducting inspections and tests under this paragraph, and shall supply evidence of commercially reasonable liability and workers' compensation insurance upon request. To the extent Seller may permissibly do so, Seller shall grant Buyer the right to copies of any and all tests, including but not limited to, inspection results, engineering inspections and/or reports, environmental inspections and or tests, etc., and to the use of such information.

Should one or more of the foregoing contingencies fail, the Buyer may elect to cancel this Agreement, in which case the Seller will return the deposit to the Buyer and the parties shall be released from their respective obligations under this Agreement. With respect to a failure of

contingency (C), Seller and Buyer may, but are not required to, amend the purchase price stated in Section 2 and to amend the Appraised Value stated in Contingency (C) to an amount no less than the actual appraised value. Should the above contingency deadlines and the Title Notification Date pass without the Buyer canceling this Agreement, the deposit will become nonrefundable. The Buyer may request extensions of dates or deadlines contained in this Agreement which shall not be unreasonably withheld.

7. Closing Costs

The Seller and Buyer shall be responsible for their respective fees and expenses.

8. Real Estate Broker

The Seller is represented by a New Hampshire real estate broker, Maggie and Giovanni Verani, BHHIS Verani Londonderry ("Broker"). It is acknowledged that Buyer shall in no way be responsible for payment of Broker's or his or her applicable agency's commission, and Seller shall indemnify and hold Buyer harmless from and against any claim of the Broker for the same.

9. Title

On or before December 31, 2022 (the "Title Notification Date"), Buyer agrees to obtain, at Buyer's expense, either (i) a Commitment for Title Insurance written on a nationally recognized title insurance company, or (ii) a written title certification, together with copies of all instruments which create title exceptions (collectively, the "Title Commitment"). Buyer agrees that on or before the Title Notification Date, Buyer shall give written notice to Seller of any title matters which are not acceptable to Buyer as Permitted Encumbrances (the "Title Notice"). Except for those matters of record arising after the date of the Title Commitment, any matter of record not set forth in the Title Notice shall be deemed to be a Permitted Encumbrance. In the event that the Title Notice sets forth title matters not acceptable to Buyer as Permitted Encumbrances, then Seller shall use reasonable efforts to remedy the title matters to which Buyer has disapproved in the Title Notice. If Seller shall be unable to remedy such title matters, this Agreement shall be deemed terminated and the Deposit shall be returned to Buyer.

10. No Waste

During the term of this Agreement, Seller shall not commit waste on the Property, and Seller shall not alter the Property in any way, including, but not limited to the harvesting of timber, excavation of earth, or construction of improvements. Seller shall keep the taxes paid upon the Property, and shall permit no liens or encumbrances to attach to the Property.

11. Other Disclosures

Seller represents and warrants that during the time of Seller's ownership of the Property, Seller has not discovered, nor has Seller caused the Property to be exposed to, any toxic or hazardous substance and Seller is otherwise unaware of the existence of any toxic or hazardous

substance on the Property. The parties waive any statutory property disclosure requirements that may apply to the Property.

12. Default

If the Seller shall default in the performance of the Seller's obligations under this agreement, then the Buyer may institute a suit for specific performance or pursue other available legal remedies. If the Buyer shall default in the performance of the Buyer's obligations under this agreement, then the Seller may rescind the agreement and treat the deposit as liquidated damages. This shall be the Seller's sole remedy at law or in equity.

13. Attorneys

Sheehan Phinney and Michael J. Malaguti represent the Buyer and the Buyer's interests. Solomon P.A. and Peter Solomon represent the Seller and the Seller's interests.

14. Condition of Property

Except as otherwise set forth herein Seller is conveying the Property in its AS IS condition.

15. Backup Offers

Seller may continue to show the Property, receive backup offers, and enter into agreements with third parties, provided, however, that such agreements are subject to the terms of this Agreement and the rights of the Buyer set forth herein. The Seller may permit such third parties to enter the Property for the purpose of conducting due diligence, provided, however, that Seller shall not permit such parties to commit waste as defined in Section 10, above.

16. Assignment

The Buyer may in writing assign its interests, rights, and obligations under this Agreement to a third party or parties without the consent of the Seller.

17. Effect of Agreement

This Agreement contains the complete, final, and exclusive embodiment of the entire understanding between the parties. This Agreement is entered into without reliance on any promise, representation, agreement or understanding, oral or written, not contained herein. This Agreement may only be amended in a writing signed by the parties hereto.

18. Venue

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

SELLER

Wayland C. Elwood
WAYLAND C. ELWOOD, Trustee of the
Wayland H. Elwood Trust

Date: 5/24/22

Pamela Hills
PAMELA HILLS

Date: 5/23/22

Ronald Lawrence
RONALD LAWRENCE

Date: May 13, 2022

Victoria Eichhorn
Victoria Eichhorn
Comm. #HH084114
Expires: Feb. 5, 2025
Bonded Thru Aaron Notary



BUYER

TOWN OF LONDONDERRY
Michael Malaguti
Michael Malaguti, Town Manager

Date: 5/31/2022

LONDONDERRY TOWN COUNCIL MEETING MINUTES

Londonderry Town Council Meeting Minutes

July 11, 2022

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

Present: Chairman John Farrell; Vice Chairman Joe Green; Councilor Jim Butler, Chad Franz, and Deb Paul; Town Manager Michael Malaguti; Assistant Town Manager Lisa Drabik; 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 affected by the July 4th shooting in Illinois.

PUBLIC COMMENT

Chairman Farrell announced that Assistant Town Manager Lisa Drabik will be resigning. She accepted a position as the HR Director for the City of Manchester. Chairman Farrell thanked Drabik for all she has done for the town over the last five and a half years.

Chairman Farrell announced that Police Chief Bill Hart will be retiring in early August. Chairman Farrell stated that Chief Hart served Londonderry well and we have one of the finest police stations and forces in the state. Chief Hart addressed the Council and thanked the town for its support and the opportunities the Town and Council provided to him during the many years he spent with Londonderry.

Dan Bouchard, O'Connell Drive, asked where the money goes once taxes are collected. Chairman Farrell clarified whether Bouchard was asking about the deposit process. Town Manager Malaguti stated that the money is deposited in interest bearing accounts. Bouchard stated that he sent his taxes in early July and nothing has cleared from the bank yet. Bouchard stated that he called and was told that there are a few boxes of payments to be entered. Bouchard stated that he is concerned his payment is just sitting in a box. Chairman

LONDONDERRY TOWN COUNCIL MEETING MINUTES

35 Farrell stated that they're processed as quickly as possible. Bouchard stated that he mailed
36 his checks on June 27th. It is now Jul 11th and he's being charged late fees on his accounts
37 and his checks have not cleared the bank. Chairman Farrell stated that they will check with
38 the Tax Collector. Malaguti stated that the Tax Collector uses the post date on the mailing
39 in terms of late fees so he shouldn't be expected to pay late fees.

40

41 Kristine Perez, 5 Wesley Drive, stated that she lives in the Nevins community but she is not
42 representing the Nevins, just her husband and herself. Perez stated that there are negotiations
43 between the Town and Gilcreast LLC, and she would like the developers to be required to
44 put a fence in between the Nevins and the property at issue. Chairman Farrell asked Town
45 Manager Malaguti if these negotiations were terminated. Malaguti stated that this parcel has
46 a lack of sewer capacity, and until this week, we thought they put the whole thing on hold.
47 Now, they are looking to see if they can do the project with septic, so he is not sure where
48 it stands. Chairman Farrell stated the project may or may not go forward.

49

50 Ray Breslin, 3 Gary Drive, stated that in regards to the property on Gilcreast, we have to be
51 careful how we proceed. Breslin stated that apparently the Town came up with over one
52 million dollars for the developer so that he wouldn't build on the property and now he's
53 decided he does want to build. Breslin believes they are putting roads in there and clearing
54 in there because they want to see if they can put in septic systems. Breslin asked who gave
55 them the okay to do this because it's Conservation land. Chairman Farrell reviewed the
56 history of the property as follows: the property was originally sold to Elmer Pease, so at the
57 time before the Nevins was built, they wanted to build assisted living and three hundred
58 apartments. Chairman Farrell stated that this went to ballot by special election for a few
59 million dollars, the townspeople decided to buy the land, and also still have this piece of
60 land remain in the property of Elmer Pease. Pease sold the land to the current developer.
61 They own whatever Pease sold them. Breslin asked if the site was a brownfield site.
62 Chairman Farrell stated that it is not. Chairman Farrell stated that the EPA brownfield site
63 is in a different area, behind Tinkham. Town Manager Malaguti stated this is not a part of
64 the ground water management zone that pertains to the Tinkham Garage. Breslin asked the
65 Council who owns the superfund site. Chairman Farrell stated that he does not know. Breslin
66 stated that Tinkham superfund site is a real problem and we should know who owns them
67 so we know how to proceed and that nothing is being done on it. Chairman Farrell stated
68 that it has been monitored since the early eighties and we get very regular reports. Breslin
69 asked who is going to have a discussion with him in regards to this. Chairman Farrell stated
70 that staff will look into it and get back to him, Town Manager Malaguti clarifies that the
71 Gilcreast parcel isn't owned by the Town and there is a Conservation restriction on it but it

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72 remains owns by the developer. Malaguti stated that there isn't anything in the Conservation
73 easement that restricts them from doing what they're doing.

74

75 Lee Jeffers, 16 Crestview Cr, stated that a few weeks ago he was approached by Manchester
76 Water Works and unbeknownst to the people of Vista Ridge, they have been trying to
77 negotiate with the board of directors in regards to an easement to dig a trench to run a water
78 line on Vista Ridge property. Jeffers stated that he has been in contact with Manchester
79 Water Works but doesn't have a clear understanding as to why they're doing it. Jeffers asked
80 the Council if they know about the purpose of the water line. Town Manager Malaguti stated
81 that he has been in contact with Manchester Water Works and they feel strongly about this
82 project, they think it's important for not only for water quality in the region, but it is intended
83 to address pressure issues and water quality issues associated with the filling and refilling
84 of a nearby tank.

85

86 Ray Breslin, 3 Gary Drive, stated that there seems to be some confusion about the water
87 tank and the thirty-inch line up in north Londonderry. Breslin stated that there is a water
88 supply problem in Londonderry. Breslin stated that water is passing through Londonderry
89 and we have to protect our most valuable resources.

90

91

PUBLIC HEARING

92

93 Motion to open public hearing made by Vice Chairman Green and seconded by Councilor
94 Franz. Chair votes 5-0-0.

95

96 Chairman Farrell introduced Ordinance #2022-06, an amendment to Title IV, Public Safety
97 and Welfare, Chapter VIII, Animal Control. Town Manager Malaguti presented. This
98 amendment arose out of complaints the Town Clerk has been receiving about at-large dog
99 offenses; dogs attacking dogs, other people, or causing trouble. Malaguti stated that there is
100 a state statute, not a full leash law, but a community has the ability to be more restrictive.

101

102 Town Clerk, Sherry Farrell, presented to the Council and thanked all of those who helped
103 her come up with this amendment in an attempt to gain better control of the dogs.

104

105 Councilor Butler stated that if we can't enforce it, it's not worth a penny, and that if we put
106 this in place, it has to be enforced.

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107

108 Councilor Paul asked if under violations and penalties, the different offenses and RSA's,
109 there could be a description for what a "menace" is. Malaguti stated that there's a specific
110 definition under state law. Councilor Paul suggested amending to Ordinance to put all of
111 the definitions in one spot for people who don't know. Councilor Franz agreed.

112

113 Jan McLaughlin, Crestview Circle, shared her experience with a dog in her neighborhood.

114

115 Deputy Police Chief Kim Bernard stated that he is sorry if anyone has had a bad experience
116 with calling the PD in regards to a dog issue.

117

118 Chairman Farrell stated that he needs a motion on the amendment to incorporate the
119 definitions suggested by Councilor Paul. Vice Chairman Green made that motion. Malaguti
120 stated that section 12, section two will be amended to include the statutory definitions of
121 nuisance, menace and vicious. The motion was seconded by Councilor Franz. Chair votes
122 affirmative; amendment passes 5-0-0.

123

124 Vice Chairman made a motion to strike, under section 11, the unlicensed dog section of the
125 ordinance as presented. Motion seconded by Councilor Franz. Chair votes affirmative;
126 amendment passes 5-0-0.

127

128 Motion to approve Ordinance #2022-06, as amended, made by Vice Chairman Green and
129 seconded by Councilor Franz. Chair votes affirmative; motion passes 5-0-0.

130

131 Chairman Farrell moved on to the Lithia Springs Conservation transaction matter. Town
132 Manager Malaguti presented with representatives from the Conservation Commission. This
133 is a transaction in which the town would acquire 54 acres of land along Nashua Rd, toward
134 the Hudson line. This is property that was previously home to the historic Lithia Springs
135 Water Company. That company is long gone but the property is going to be preserved
136 against development. It contains prime wetland and habitats. The purchase price is \$1.5M.
137 There are a number of contingencies in the purchase and sales agreement, including
138 appraisal of the property, and approval by the Conservation Commission and Town Council.
139 The Conservation Commission has already approved it.

140

141 Mike Speltz, 18 Sugarplum Lane, a member of the Conservation Commission, presented a

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142 PowerPoint about the land and its conservation value.

143

144 Jan McLaughlin, Crestview Circle, stated that she used to be a part of the Conservation
145 Commission and a wetland survey was done back then. There was interest in preserving
146 the site. This is a site that should be protected.

147

148 Lee Jeffers, 16 Crestview Circle, asked if the Town has until December 31st to close on
149 this transaction. Town Manager Malaguti stated that August 31st is the deadline for the
150 Town Council to approve or disapprove this.

151

152 Motion was made to continue the public hearing by Vice Chairman Green and seconded
153 by Councilor Franz. Chair votes in the affirmative; motion carries 5-0-0.

154

155 Motion to close the public hearings made by Vice Chairman Green and seconded by
156 Councilor Franz. Chair in the affirmative; motion carries votes 5-0-0.

157

158 Chairman Farrell informed the public that the Council will be taking a five-minute break,
159 and requested to see Deputy Chief Bernard and Town Manager Malaguti outside.

160

161

NEW BUSINESS

162

163 The Council interviewed Lee Jeffers, a recent Leadership Londonderry graduate, for a
164 position on the Heritage Commission. Motion to appoint Lee Jeffers as a full-member on
165 the Heritage Commission made by Vice Chairman Green and seconded by Councilor
166 Butler. Chair votes affirmative; motion carries 5-0-0.

167

168 The Council put off the update on the department/Town Manager strategic goals to August
169 15th.

170

171 Town Manager Malaguti discussed the Town's acquisition of Bodwell Waste Services
172 Corporation's infrastructure. Malaguti stated that the Town has been approached and the
173 effort here is being led by the Manchester Wastewater Treatment System. Bodwell has
174 users in Londonderry, but the waste goes to the Manchester plant. Manchester is looking
175 to make sure that the waste gets there in a safe way. The Council took a tentative

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176 consensus “yes” pending answers to a couple of questions that Malaguti will follow up on.

177

178 Town Manager Malaguti discussed meeting locations and recording practices at
179 Londonderry Town Hall. Malaguti stated that he gets questions regarding why some
180 boards/committee meetings aren't on TV, or why certain group meet in rooms places that
181 don't have TV capability. Malaguti stated that he is looking for guidance as to how the
182 Council would like him to address the issues when they arise. Malaguti stated that there is
183 no statutory requirement requiring meetings to be televised. Malaguti stated that we can
184 formalize the process. Chairman Farrell suggested we look at the calendar to see when and
185 if any calendaring conflicts (when rooms would be double booked for meetings) can be
186 resolved first.

187

APPROVAL OF MINUTES

188

189

190 Motion to approve the Town Council minutes from June 20, 2022 as amended made by
191 Vice Chairman Green and seconded by Councilor Franz. Chair votes; motion carries 5-0-0.

192

193 Vice Chairman Green made a motion to re-appoint Art Rugg and Deb Lievens as a member
194 of the Southern New Hampshire Planning Commission. Motion seconded by Councilor
195 Franz. Chair votes; motion carries 5-0-0.

196

ASSISTANT TOWN MANAGER REPORT

197

198

199 Assistant Town Manager Drabik gave an update on the drought. Drabik stated that there is
200 a lawn watering ordinance on the books that the Council could enact during a drought. We
201 are in drought status. The Council enacted the ban at Restriction Level I.

202

203 The Council discussed the upcoming Senior Expo the Town will be hosting. Information to
204 come soon.

205

ADJOURNMENT

206

207 Motion to adjourn made by Vice Chairman Green and seconded by Councilor Butler. Chair
208 votes; motion carries 5-0-0.

209

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210	Notes and Tapes by:	Kirby Brown	Date: 7/11/2022
211	Minutes Typed by:	Kirby Brown	Date: 7/18/2022
212	Approved by:	Town Council	Date: 8/15/2022