

**TOWN COUNCIL AGENDA**  
**June 7, 2021**  
**Moose Hill Council Chambers**  
**7:00 P.M.**

Regular meetings are cablecast live and videotaped for the convenience of our viewers at home. 7:00 PM.

**A. CALL TO ORDER**

**B. PUBLIC COMMENT**

- 1.) **Introduction of New Firefighters**

**C. PUBLIC HEARING**

- 1.) **Barn Preservation Easement at 15 Parmenter Rd.**
- 2.) **Resolution #2021-15** – A Resolution Relative to the Acceptance of Unanticipated Revenue Under RSA 31:95-b (**Gifts/Donations**)  
**Presented by Justin Campo**

**D. NEW BUSINESS**

- 1.) **Discussion on I-93 Sound Barriers**
- 2.) **Order #2021-09** – An Order Relative to the Licensing of a Junkyard Pursuant to RSA 236 (S&S Metals)  
**Presented by Brad Anderson**
- 3.) **Order #2021-10** – An Order Relative to the Licensing of a Junkyard Pursuant to RSA 236 (Murray's Auto)  
**Presented by Brad Anderson**
- 4.) Authorization to Submit Grant to NH DES Drinking and Groundwater Trust Fund – Lancaster Drive  
**Presented by Mike Malaguti**
- 5.) Authorization to Submit Grant to NH DES Drinking and Groundwater Trust Fund – Rebate Program.  
**Presented by Mike Malaguti**
- 6.) **Mack's Apples Update & Lease**
- 7.) **Resolution #2021-16** – A Resolution Relative to Acceptance of Unanticipated Revenue under RSA 31:95-b (Recreation)  
**Presented by Justin Campo**

E. **OLD BUSINESS**

F. **APPROVAL OF MINUTES**

Approval of May 17, 2021 Town Council Minutes

G. **APPOINTMENTS/REAPPOINTMENTS**

1.) **Appointment of CIP Committee Members**

H. **OTHER BUSINESS**

1. Liaison Reports
2. Town Manager Report
3. Assistant Town Manager Report
  - 1.) **Drought Update**

- **Non Public Session Pursuant to RSA 91-A II (a) and (b)**

I. **ADJOURNMENT**

J. **MEETING SCHEDULE**

- A. Town Council Meeting – 06/21/2021  
Moose Hill Council Chambers, 7:00PM

**TOWN OF LONDONDERRY**

**NOTICE OF PUBLIC HEARING**

**ACCEPTANCE OF UNANTICIPATED FUNDS AND NON-MONETARY DONATIONS UNDER RSA 31:95**

The Londonderry Town Council will hold a public hearing pursuant to RSA 31:95-b, acceptance of unanticipated funds in excess of \$10,000, and RSA 31:95-e, acceptance of gifts valued in excess of \$5,000, for the fiscal year ending June 30, 2021. Information on the funds to be accepted is available by emailing or calling Justin W. Campo ([JCampo@LondonderryNH.org](mailto:JCampo@LondonderryNH.org); (603) 432-1100 x 138) during regular business hours.

The public hearing will be held on Monday, June 7, 2021 at a meeting of the Council scheduled to begin at 7:00 p.m. in the Moose Hill Conference Room, 268B Mammoth Road, Londonderry, NH. The public is urged to attend.

# RESOLUTION 2021-15

A Resolution Relative to the

## Acceptance of Unanticipated Revenue Under RSA 31:95-b/RSA 31:95-e

First Reading: 06/07/21  
Second Reading: Waived  
Adopted: 06/07/21

**WHEREAS** the Town of Londonderry adopted the provisions of RSA 31:95-b with the passage of Warrant Article 18 at the March, 1994 town meeting authorizing, indefinitely, until specific rescission of such authority, the Town Council to apply for, accept and expend, without further action by the Town, unanticipated money from a state, federal, or other governmental unit or a private source which becomes available during the fiscal year; and,

**WHEREAS** the Town of Londonderry adopted the provisions of RSA 31:95-e with the passage of Warrant Article 20 at the March, 1994 town meeting authorizing, indefinitely, until specific rescission of such authority, the Town Council to accept gifts of personal property, other than money, which may be offered to the town for any public purpose from a state, federal, or other governmental unit or a private source which becomes available during the fiscal year; and,

**WHEREAS** the Town Council has complied with RSA 31:95-b, III(a) relative to unanticipated monies received in amounts more than \$10,000, and RSA 31:95-e II relative to gifts/donations greater than \$5,000, by publishing notice of a public hearing in a newspaper of general circulation at least seven days before said hearing, and then conducting said hearing; and,

**WHEREAS** the Town has received unanticipated revenue in the amount of \$198,300.81 during the fiscal year ending June 30, 2021 and

**WHEREAS** the Town has received gift/donations of an estimated value of \$182,089.00 during fiscal year ending June 30, 2021.

**NOW THEREFORE BE IT RESOLVED** by the Town Council that the revenues appearing on the attached list totaling \$198,300.81 and gifts/donation appearing on the attached list with an estimated total of \$182,089.00 for the fiscal year ending June 30, 2021, are hereby accepted.

\_\_\_\_\_  
Sharon Farrell - Town Clerk

\_\_\_\_\_  
John Farrell - Chairman  
Town Council

(TOWN SEAL)

*A TRUE COPY ATTEST:06/07/21*



**Gifts-Donations**

<b>Description</b>		<b>Estimated Value</b>
Department of Natural and Cultural Resources, Forests & Lands Forest Protection Bureau	2002 Stewart & Stevenson 5-ton Cargo Truck	\$ 182,089.00

**Unanticipated Revenue**

<b>Description</b>		<b>Amount</b>
Heath Trust	Return of Surplus	\$ 161,574.47
Citizens Bank	Credit Card Rebate	\$ 23,088.20
Liberty Utilities	Rebate	\$ 10,838.14
Rockingham Nutrition on Wheels	Assist in Sr Center Cleaning Costs June 21-May 22	\$ 2,800.00
<b>Total Unanticipated Revenue:</b>		<b>\$ 198,300.81</b>
<b>Total Unanticipated Revenue and Gifts/Donations:</b>		<b>\$ 380,389.81</b>

## **LEGAL NOTICE**

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

**Barn Preservation Easement  
15 Parmenter Rd**

The public hearings will occur on Monday, June, 7, 2021 at 7:00 PM at the Londonderry Town Hall, 268B Mammoth Road, Londonderry, NH 03053.

Londonderry Town Council



# Town of Londonderry *Assessing Department*

268B MAMMOTH RD.  
LONDONDERRY, NH 03053

Main: (603) 432-1100, Ext. 135  
Fax: (603) 421-9617

DATE: Thursday, June 3, 2021

TO: Town Council

FROM: Stephan Hamilton, Assessor  
Daniel J. Scalzo, Asst. Assessor

RE: Public Hearing  
Discretionary Barn Preservation Easement

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Attached, please find an application, along with supporting documents for the below:

Discretionary Barn Preservation Easement  
15 Parmenter Road, Londonderry  
Kathy Wagner

FORM

PA-36-A

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION  
DISCRETIONARY PRESERVATION EASEMENT APPLICATION

STEP 1 PROPERTY OWNER (S)

PLEASE TYPE OR PRINT	LAST NAME Wagner	FIRST NAME Kathleen
	LAST NAME	FIRST NAME
	STREET ADDRESS 15 Parmenter Road	
	STREET (continued) PO Box 1107	
	TOWN/CITY Londonderry	STATE NH

STEP 2 PROPERTY LOCATION OF LAND AND HISTORIC AGRICULTURAL STRUCTURE BEING CLASSIFIED

PLEASE TYPE OR PRINT	STREET 15 Parmenter Road				
	TOWN/CITY Londonderry			COUNTY Rockingham	
	NUMBER OF ACRES 4.5	MAP # 002	LOT # 011	BOOK # 4191	PAGE # 1912
	CHECK ONE: Original Application <input checked="" type="checkbox"/> Renewal <input type="checkbox"/>			Tax Year 2021	

STEP 3 REASON FOR DISCRETIONARY PRESERVATION EASEMENT APPLICATION

Describe how the Historic Agricultural Structure meets one of the tests of public benefit per RSA 79-D:3. Submit additional sheets, if necessary.  
See attachment.

How many square feet will be subject to the easement?  
4950 square feet approximately

STEP 4 SIGNATURES OF ALL PROPERTY OWNERS OF RECORD

TYPE OR PRINT NAME (in black ink) Kathleen L. Wagner	SIGNATURE (in black ink) <i>Kathleen L. Wagner</i>	DATE 3/25/2021
TYPE OR PRINT NAME (in black ink)	SIGNATURE (in black ink)	DATE
TYPE OR PRINT NAME (in black ink)	SIGNATURE (in black ink)	DATE
TYPE OR PRINT NAME (in black ink)	SIGNATURE (in black ink)	DATE

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION  
**DISCRETIONARY PRESERVATION EASEMENT APPLICATION**  
 (CONTINUED)

**STEP 5 TO BE COMPLETED BY THE LOCAL ASSESSORS**

<input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED	Pending approval of Discretionary Preservation Easement Agreement by landowner and assessing officials.
Comments:	

**STEP 6 APPROVAL OF A MAJORITY OF SELECTMEN/ASSESSORS**

TYPE OR PRINT NAME (in black ink)	SIGNATURE (in black ink)	DATE

**STEP 7 DOCUMENTATION**

Is a map of the entire parcel showing the property location, orientation, overall boundaries and acreages clearly showing easement area requested submitted?	Yes <input type="checkbox"/> No <input type="checkbox"/>
--	--

BARN PRESERVATION

- Basic Information -

Applicant: Wagner, Kathleen L  
Mailing Address: 2 MacGregor Ct # 403 Londonderry  
Phone Number: 603-437-1938  
Property Location: 15 Parmenter Road  
Map & Lot: Map 2 Lot 11 Date of Application: \_\_\_\_\_

- Qualifying Structure -

- 1. Is the structure 75 years old:  Yes  No
- 2. If no, is there significance importance, please explain:  
\_\_\_\_\_
- 3. Is the structure used for agricultural purpose:  Yes  No
- 4. How is the structure currently used:  
Personal Use - We are looking for 75%

- Public Benefit -

- 1. Does the structure provide scenic enjoyment to the general public from a public way, or water way:  Yes  No
- 2. Is the structure historically important on a local, regional, state or national level, individually or as part of a historic area:  Yes  No

For 75% Assessment Reduction each structure must qualify for one or more of the following:

- 1. Current use of property to be agricultural:  Yes  No
- 2. Property listed on State or National Historical Regis:  Yes  No
- 3. The physical or aesthetic features contribute to the historic or cultural integrity of a property listed or eligible for listing in the NH Register of Historic Places:  Yes  No

For 65% Assessment Reduction each structure much qualify for one of following:

- 1. Demonstrated high degree of restoration or maintenance:  Yes  No
- 2. Building to have historical significance:  Yes  No

For 55% Assessment Reduction each structure much qualify for one of following:

- 1. Property to be in average condition:  Yes  No
- 2. Property to have historical significance:  Yes  No

For 25% Assessment Reduction each structure much qualify for one of following:

- 1. Property to be in fair condition:  Yes  No
- 2. Property to have historical significance:  Yes  No

Definitions

Good Condition - Property has been maintained, and repaired ✓  
Average Condition - Structurally sound, could need cosmetic work ✓  
Fair Condition - Property has not been maintained, could need a roof, siding repaired, windows repaired, etc. ✓  
Poor Condition - Cost of repair could be more than value of building. Building needs roof, windows, structural support, etc. ✓





The state of New Hampshire implemented a program which gives antique barn owners an opportunity to save these historic structures. The bill RSA 79-D: 2 III encourages the preservation of historic agricultural structures which are potentially subject to decay or demolition. Maintaining the historic rural character of the state's landscape; sustaining agricultural traditions; and providing an attractive scenic environment for work and recreation of the state's citizens and visitors are the goals of the bill.

The bill allows the local government to determine if the structure should qualify for an easement. The local government has the discretion to grant the percentage and the length of the easement that will apply to the structure. It will be the decision of the town government to decide whether the benefits to the community of helping save an old barn outweighs the loss of tax revenue.

The qualification guidelines include the scenic enjoyment of the structure by the general public; its historical importance on a local, regional, state or national level; and that the structure's physical or aesthetic features will maintain historic integrity and character during the life of the easement.

By granting preservation easements on barns, owners use private funds to restore structures, preserving them for future generations. Historic barns are an important and much appreciated part of our landscape and Londonderry's history. Taxes on barns and potential liabilities frequently cause owners to put off making repairs, or simply raze them altogether.

The barn at 15 Parmenter Road is located on the corner of Parmenter Road and Route 102 (Map 2, Parcel 11). The structure is near Sunnycrest Farm, Elwood Farm, and the scenic by-way known as "Apple Way." According to the deed on the structure, the March family, who settled here in the 18<sup>th</sup> century, built the Homestead in the 1700's. The house was originally located on Old Nashua Road but was relocated by oxen and placed on its current foundation in 1822. We estimate that the barn was added in around 1850. The total amount of land on the property is 4.5 acres.

Kathy Wagner  
Stephen Young

15 Parmenter Road  
Londonderry, NH 03053  
Barn Preservation Easement Request

Because of its location on Route 102, approximately 15,000 cars pass by the property and barn daily. Both structures are very visible to those that travel this major roadway. Restoring the property would greet visitors to Londonderry with two historic structures - the Estey Farm with the barn and silo right down the road, and the barn at Parmenter Road. Granting the easement would assist the preservation of this structure in the fast-growing community of Londonderry.

Our intent is to utilize the first, second, and third floors of the barn in an agricultural manner yet to be determined. The lower level of this barn will be renovated with a commercial grade foundation and highwalls, with the southern facing façade to have a similar appearance to the original structure.

We believe that the section of the house closest to the Parmenter Road is the original structure. The Town assigned a date to the structure; however, we believe it is even earlier than what is assigned on the tax card. Our intent is to continue to renovate both structures. The repairs of both buildings would be completed in a manner which preserves the historical look and feel. This easement would help us to save the structures for future generations.



Barn Restoration  
15 Parmenter Road  
Londonderry NH





Barn Restoration  
15 Parmenter Road  
Londonderry NH





Barn Restoration  
15 Parmenter Road  
Londonderry NH



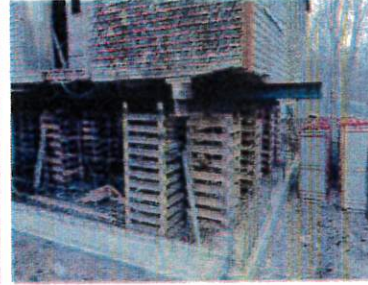


Barn Restoration  
15 Parmenter Road  
Londonderry NH



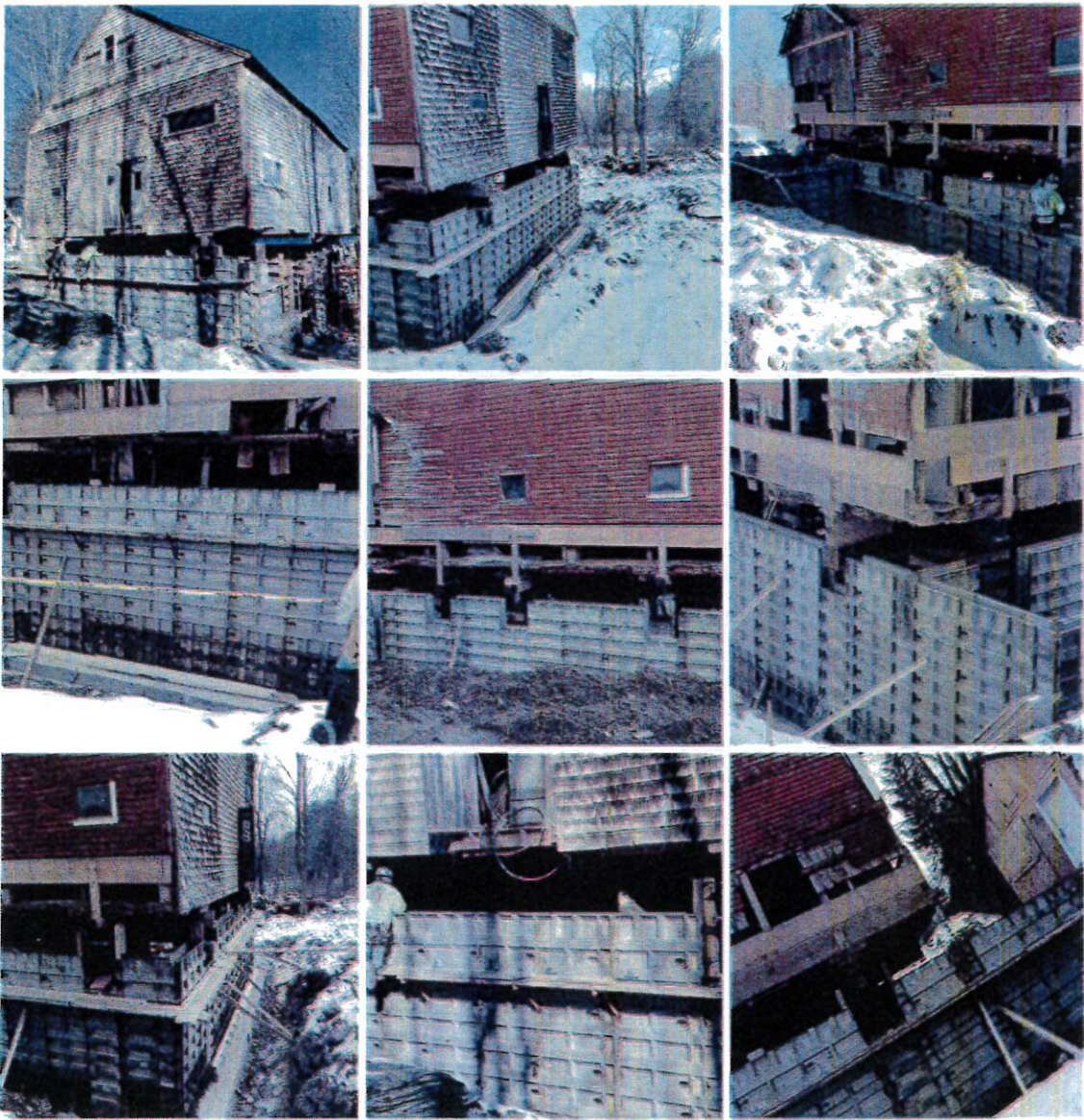


Barn Restoration  
15 Parmenter Road  
Londonderry NH





Barn Restoration  
15 Parmenter Road  
Londonderry NH





Barn Restoration  
15 Parmenter Road  
Londonderry NH

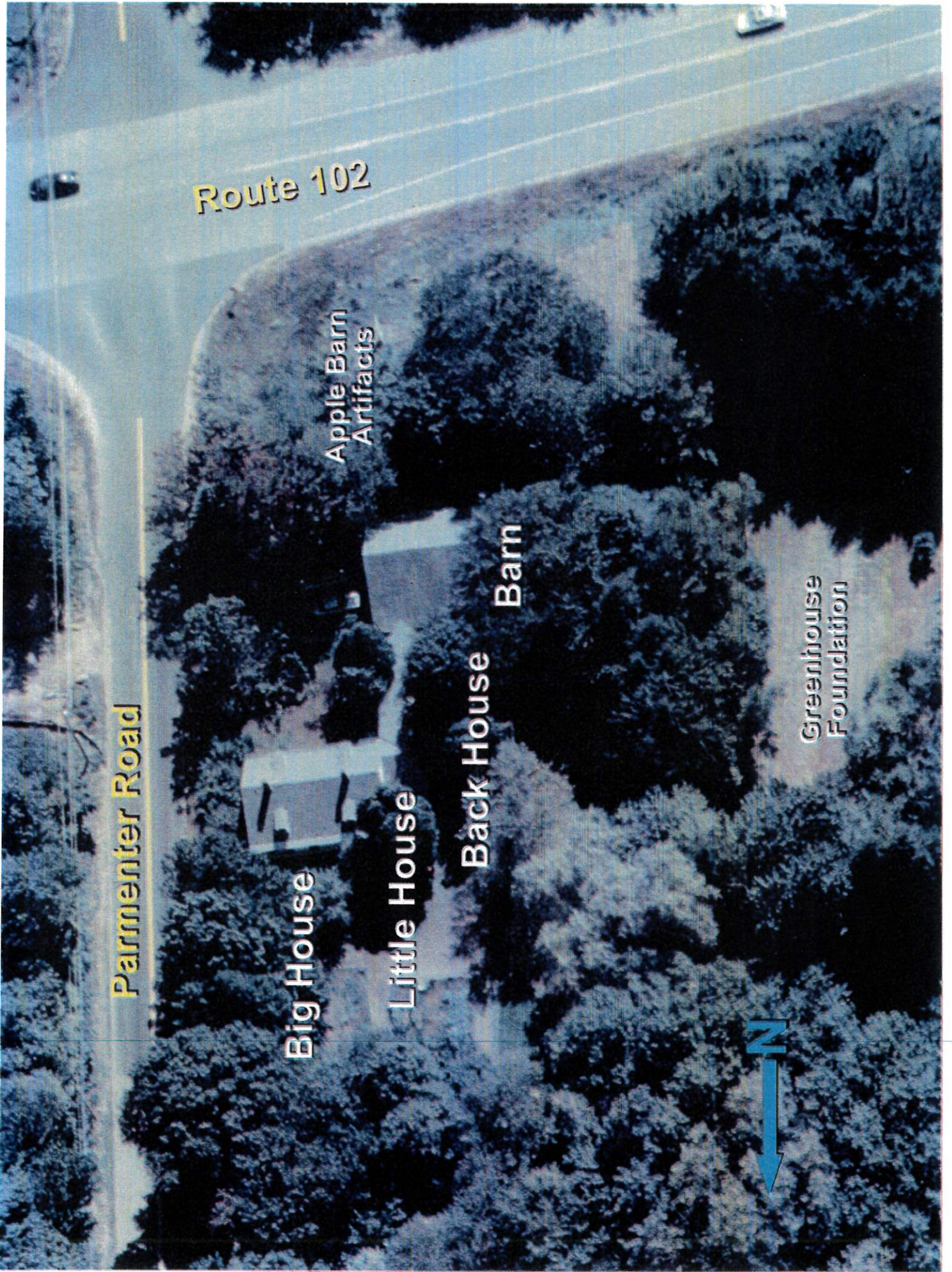




Barn Restoration  
15 Parmenter Road  
Londonderry NH







Route 102

Parmenter Road

Big House

Little House

Back House

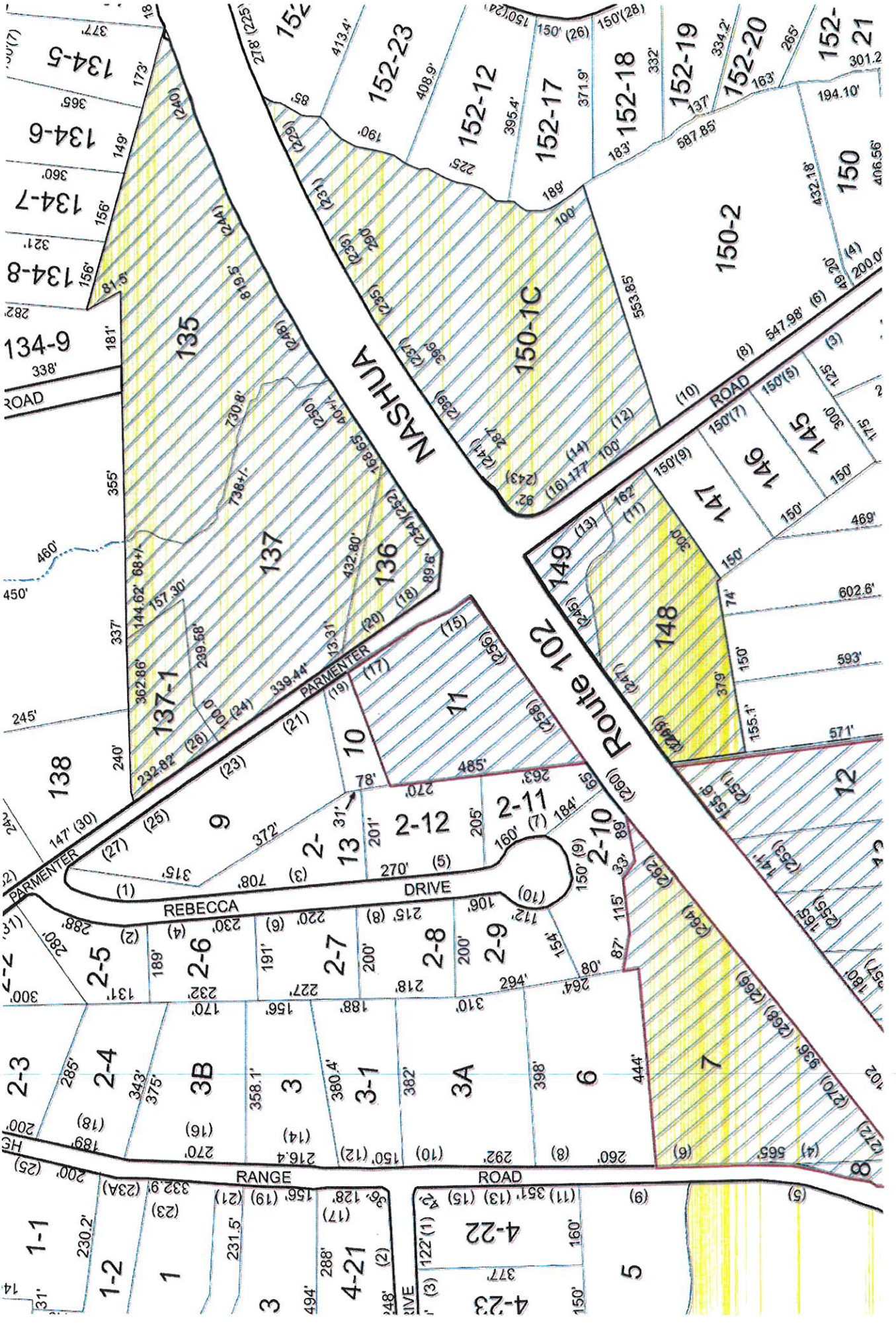
Barn

Apple Barn  
Artifacts

Greenhouse  
Foundation







134-5  
134-6  
134-7  
134-8  
6-131  
ROAD

NASHUA

Route 102

REBECCA DRIVE

1-1  
1-2  
1  
3  
4-21  
4-23  
5

RANGE ROAD

152-23  
152-12  
152-17  
152-18  
152-19  
152-20  
152-21  
150  
145  
146  
147  
148  
11  
10  
2-11  
2-12  
2-7  
2-8  
2-9  
2-3  
2-4  
3B  
3  
3-1  
3A  
6  
7  
8



Map  
2004



State Well

Route 102

Parmenter Road

Old Nashua Road

Adams Road

High Range Road

PSNH  
Right of  
Way



Road

REINHOLD  
L. HOWLES  
ADAMS ROAD  
W. H. BARKER

W. H. BARKER

W. H. BARKER

Parmenter Road

W. H. BARKER

W. H. BARKER

Old Nashua Road

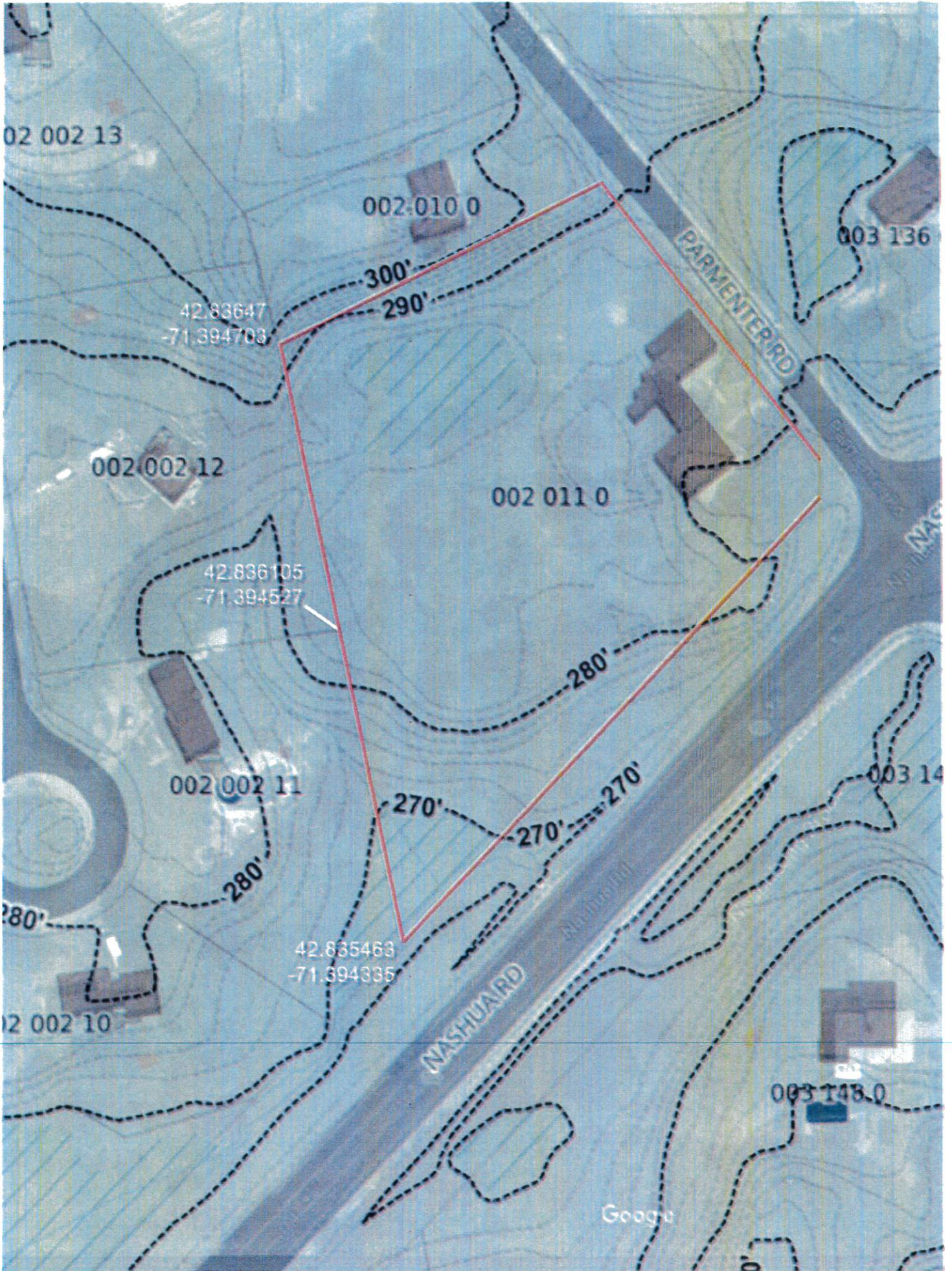
W. H. BARKER

W. H. BARKER

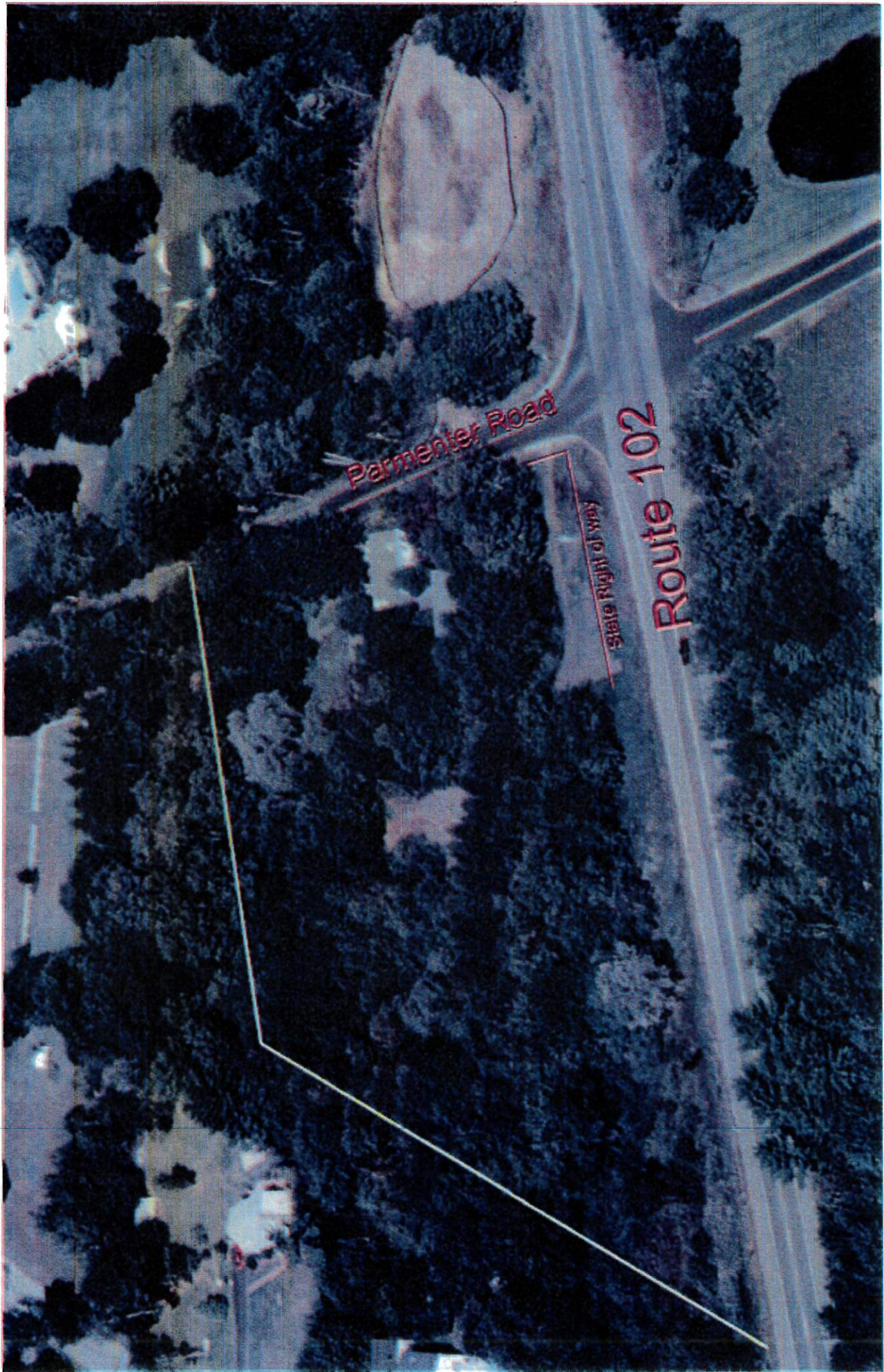
W. H. BARKER

Map 1892









Parmenter Road

State Right of way

Route 102

# ORDER #2021-09

An Order Relative to  
***THE LICENSING OF A JUNKYARD PURSUANT TO RSA 236***

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First Reading: 06/07/2021

Second Reading: Waived

Adopted: 06/07/2021

***WHEREAS*** Vito J. Solomini, who resides at 39 Tsienneto Road, Derry, NH and is the owner of S & S Metals, 196 Rockingham Road, Londonderry, NH desires a license to continue operations of said business; and

***WHEREAS*** Vito J. Solomini, has complied with the requirements of RSA 236; 111-129 and

***WHEREAS*** the Londonderry Building/Health Inspector has inspected the premises and recommends insurance of the license;

***IT IS THEREFORE ORDERED*** by the Londonderry Town Council that Vito J. Solomini, doing business as S & S Metals, be granted a license to operate an auto recycling facility in accordance with RSA 236; 111-129.

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John Farrell - Chairman  
Town Council

( TOWN SEAL )

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Sharon Farrell - Town Clerk

***A TRUE COPY ATTEST:***  
***06/07/2021***





TOWN OF LONDONDERRY  
**Building, Health & Zoning Enforcement**

268 Mammoth Road  
Londonderry, New Hampshire 03053  
432-1100 ext. 115 Fax: 432-1128

May 13, 2021

S&S Metals Recycling, Inc.  
196 Rockingham Road  
Londonderry, NH 03053

Re: S&S Metals Recycling Inc. 196 Rockingham Rd, Londonderry, NH Map 15 Lot 66

Dear: S&S Metals Recycling Inc.,

It is time once again to begin the process of renewing your Junkyard Dealers license for the upcoming year in accordance with the provisions of RSA 236:121, II. As you know, this annual license expires on July 1<sup>st</sup> each year.

A renewal Application Form and Compliance Certification Statement are attached for your convenience. The Town Council is scheduled to review your application at their June 7, 2021 meeting.

Please complete the Application Form and Compliance Certification Statement and return those along with the application fee in the amount of \$250 prior to the scheduled hearing date.

Prior to the application hearing, an inspection of the premises will need to be conducted by this office for the purpose of determining that your junkyard operation remains in compliance with the conditions of your license. **An inspection appointment has been tentatively scheduled for May 25, 2021 at 12:00 pm.** Please contact this office to confirm that this date and time is acceptable.

If you have questions at any time, please do not hesitate to contact me. Your cooperation in this matter is greatly appreciated.

Sincerely,

Brad Anderson  
Assistant Building Inspector





**TOWN OF LONDONDERRY**  
**Building, Health & Zoning Enforcement**

268 Mammoth Road  
Londonderry, New Hampshire 03053  
432-1100 ext. 108 Fax: 432-1128

**MEMORANDUM**

**To:** Town Council  
**From:** Brad Anderson, Assistant Building Inspector  
**Date:** May 25, 2021  
**Subject** S&S Metals Recycling Inc., 196 Rockingham Rd.

An inspection of this junkyard was performed on the date above to determine compliance with license conditions in preparation for renewal.

No opposing conditions were observed during inspection that would prohibit renewal of this license.

The applicant continues to work with DES to maintain compliance with the recommended Best Management Practices (BMP). Due to the nature of the junkyard operation as determined by DES, Mr. Solimini also operates as a metal recycling facility for the non-automotive metals received at this site.

The front end of the property along Rockingham Road at times during the year needed attention to maintain compliance with the licensing conditions. In response to my discussion with Mr. Solomini, he did address the issues and the front of the lot remains in compliance.

**Recommendation:** Based on the recent inspection and other visits to the property during the year, it appears that the applicant is operating within the requirements of their license, and renewal of the license is recommended.

## Compliance Certification Statement

for obtaining a license to operate an automotive recycling yard or motor vehicle junkyard license  
pursuant to RSA 236:115, II and RSA 236:121

Facility Name: S+S Metals Recycling Inc  
Facility Street Location: 196 Rockingham Rd Town: Londonderry N.H.  
Facility Owner / Operator: Vito Solimini  
This facility is an:  existing facility (complete statement 1 below)  
 proposed facility (complete statement 2 below)

**1. For an EXISTING facility, complete this statement and attach to the license application:**

I am familiar with the best management practice (BMPs) established by the Department of Environmental Services (DES) for the automobile salvage industry\* and to the best of my knowledge and belief based in part on my own inspection and review of facility operations, I certify hereby that the facility is: *(check one and sign beneath):*

- Operated in compliance with the BMPs established by DES  
or  
 NOT operated in compliance with the BMPs. (Attach a full description of all aspects of the facility that are non-compliant, and provide a plan and schedule for achieving compliance. Prepare to present the same information at a hearing, to be scheduled by town officials pursuant to RSA 236:111-129).

Signed under penalty of unsworn falsification:

Vito Solimini  
Facility Owner / Operator Signature

5.17.2021  
Date

**2. For a PROPOSED facility, complete this statement and attach to the license application:**

I am familiar with the best management practice (BMPs) established by the Department of Environmental Services (DES) for the automobile salvage industry\* and to the best of my knowledge and belief based in part on my personal inspection and review of the plans and specifications for the proposed facility, I certify hereby that the facility is designed and shall be operated in compliance with the BMPs established by DES.

Signed under penalty of unsworn falsification:

\_\_\_\_\_  
Facility Owner / Operator Signature

\_\_\_\_\_  
Date

\* For a complete list of the referenced BMPs, see booklet titled "Motor Vehicle Salvage Yard Environmental Compliance Manual & Self-Audit Checklist" published by the Department of Environmental Services (DES). Copies are available by contacting the DES Green Yards Program for Auto Recyclers at 29 Hazen Drive, PO Box 95, Concord, NH 03302; email: [nhgreennyards@des.state.nh.us](mailto:nhgreennyards@des.state.nh.us); telephone: (603) 271-2938. Also, the booklet can be downloaded from the DES website at: <http://des.nh.gov/SW/GreenYards/GYComplianceManual.pdf>

*Disclaimer:* This sample form was prepared by the Department of Environmental Services (DES) to show the type of information local licensing officials might request of motor vehicle junkyard and automotive recycling yard license applicants in order to satisfy the BMP compliance certification license application requirements in RSA 236:115, II and RSA 236:121. Towns electing to use this form should consider having their municipal attorney review it for adequacy beforehand.



**TOWN OF LONDONDERRY**  
**Building, Health & Zoning Enforcement**

268 Mammoth Road, Londonderry, New Hampshire 03053  
 432-1100 ext. 115 Fax: 432-1128

**RENEWAL APPLICATION FOR MOTOR VEHICLE  
 JUNKYARD DEALER'S LICENSE**

Name of Applicant: S+S METALS RECYCLING INC Date: 5-17-2021  
 Address: 196 ROCKINGHAM RD. LONDONDERRY N.H. 03053  
 Location of Junkyard: SAME

An application for renewal of a junkyard license must be made to the Town Council of the Town of Londonderry annually, on or before July 1<sup>st</sup> pursuant to RSA 236:121.

Accompanying this application form please attach the following:

- a. All state permits and supporting documentation, e.g., motor vehicle dealer's permit, inspection station's permit, etc.
- b. Any environmental studies, reports developed by or on behalf of or in the possession of the applicant or notices from the New Hampshire Department of Environmental Services.


In order for a renewal license to be issued, the junkyard:

- a. May not become a public nuisance, RSA 236:119;
- b. May not violate the terms of RSA 236:111-129;
- c. May not have an adverse impact on the surrounding environment, RSA 236:111; and
- d. Must be completely surrounded with a solidly constructed fence at least six feet (6') in height which substantially screens the area and includes a suitable gate which shall be closed and locked, except when the applicant or his agent is at the site. All motor vehicles and parts must be stored within the fenced area.

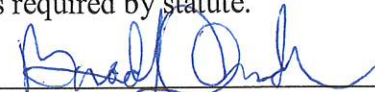


Each motor vehicle dealer is required to file with the state annually bonds in the following amounts, dependent upon the length of time said dealer has done business under the same name in the community: (a) one year, \$20,000; (b) over one year, but less than two (2) years, \$15,000; and (c) over two (2) years, \$10,000. RSA 261:98. Any dealer failing to post a bond in accordance with the provisions of the statute shall be guilty of a misdemeanor. RSA 261:102.

I hereby certify, under penalties prescribed for perjury, that this application is complete and that the junkyard for which I seek application meets the standards set forth under the applicable statutes.

  
\_\_\_\_\_  
(signature of applicant)

I hereby certify, under penalties prescribed for perjury, that the junkyard has been inspected and remains in compliance with town and state regulations, as required by statute.

  
\_\_\_\_\_  
Code Enforcement Officer Town  
of Londonderry

Fees Paid: \$ 250-

Date: 5/20/21

  
\_\_\_\_\_  
Town Clerk

**Receipt**

**TOWN OF LONDONDERRY**

268B Mammoth Rd.  
Londonderry, NH 03053

Receipt No: 626593  
Printed Date: 5/20/2021  
Time: 3:08 pm  
Page: 1

Customer: s&s metals recycling

Transaction	Description	Charges
Other	(as follows)	\$250.00

Bill Code	Charge Description	Quantity	UOM	Additional Details	Cost	Total
JUNK	Junk Yard License	1.00	Ea		\$250.00	\$250.00

**Payments**

L CK 1519 \$250.00

Total Charges \$250.00  
Total Payments \$(250.00)

Due \$0.00



# State of New Hampshire

Department of Safety  
Division of Motor Vehicles

## VEHICLE DEALER LICENSE

THIS IS TO CERTIFY THAT THE DIRECTOR OF MOTOR VEHICLES HAS ESTABLISHED THAT THE DEALER NAMED HEREON HAS SATISFIED THE REQUIREMENTS OF RSA 261:103-a, AND IS HEREBY A LICENSED VEHICLE DEALER IN THE STATE OF NEW HAMPSHIRE.

S & S METALS RECYCLING  
196 ROCKINGHAM ROAD  
LONDONDERRY, NH 03053

DEALER NUMBER J-134

LICENSE EXPIRATION: MARCH, **2022**

DSMV 401 (Rev. 11/97)

*Virginia C. Becker*  
DIRECTOR OF MOTOR VEHICLES





May 18, 2021

GeoInsight Project 7712-000

Board of Selectmen  
Town of Londonderry  
268 Mammoth Road  
Londonderry, NH 03053

RE: Junkyard Dealer License Information  
S&S Metals Recycling, Inc.  
196 Rockingham Road  
Londonderry, New Hampshire  
**NHDES Site # 200409212**

Dear Selectmen:

GeoInsight, Inc. (GeoInsight) has been retained and is currently engaged with S&S Metals Recycling, Inc. (S&S) to provide environmental consulting and compliance services for their above referenced facility in Londonderry, New Hampshire. S&S is in compliance with New Hampshire Department of Environmental Services (NHDES) requests and work performed is currently funded through the NHDES Oil Remediation & Compliance Bureau (ORCB), Petroleum Reimbursement Fund (ETHER Project #37999) and the MTBE Remediation Bureau (MTBE Project #37865).

As requested in a NHDES Letter dated June 12, 2019, GeoInsight completed a Supplemental Site Investigation Report, which was submitted to the NHDES on February 3, 2020. A formal response from the NHDES to the report has not been received to date, but based upon recent discussions with the NHDES ORCB, a groundwater monitoring event will be requested from the NHDES and GeoInsight will complete this work in accordance with their specific request and requirements.

As discussed with the NHDES MTBE Remediation Bureau, GeoInsight will be moving forward with the continued fund initiatives/remediation (soil excavation) and concrete pad replacement/modification, which is intended to prevent releases to groundwater of petroleum products related to automobile recycling activities. It is our understanding that these activities will be completed Spring and Summer 2021.

Please call me at (603) 314-0820 if you have questions regarding the ongoing work at the facility.

Sincerely,  
GEOINSIGHT, INC.



Peter D. Frank, P.G.  
Associate/Senior Hydrogeologist

cc: Vito Solimini, S&S Metals Recycling, Inc.

Enclosures

\\geonho\NHO\_Projects\7712 Londonderry\Londonderry Town Letter\S&S Londonderry ltr 5-18-21.doc



# ORDER #2021-10

An Order Relative to

## ***THE LICENSING OF A JUNKYARD PURSUANT TO RSA 236***

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First Reading: 06/07/2021

Adopted: 06/07/2021

***WHEREAS*** Edward Dudek, Jr., who resides at 36 Strafford Lane, Bedford, NH and is the owner of Murrays Auto Recycling, 55 Hall Road, Londonderry, NH desires a license to continue operations of said business; and

***WHEREAS*** Edward Dudek, Jr. has complied with the requirements of RSA 236; 111-129 and

***IT IS THEREFORE ORDERED*** by the Londonderry Town Council that Edward Dudek, Jr., doing business as Murrays Auto Recycling, be granted a license to operate an auto recycling facility in accordance with RSA 236; 111-129.

---

John Farrell - Chairman  
Town Council

( TOWN SEAL )

---

Sharon Farrell - Town Clerk

***A TRUE COPY ATTEST:***  
***06/07/2021***



**TOWN OF LONDONDERRY**  
**Building, Health & Zoning Enforcement**

268 Mammoth Road  
Londonderry, New Hampshire 03053  
432-1100 ext. 115 Fax: 432-1128

May 12, 2021

Holten Realty LLC  
55 Hall Road  
Londonderry, NH 03053

Re: Murray's Auto Recycling 55 Hall Rd., Londonderry, NH Map 15 Lot 13

Dear Holten Realty, LLC:

It is time once again to begin the process of renewing your Junkyard Dealers license for the upcoming year in accordance with the provisions of RSA 236:121, II. As you know, this annual license expires on July 1<sup>st</sup> each year.

A renewal Application Form and Compliance Certification Statement are attached for your convenience. The Town Council is scheduled to review your application at their June 7, 2021 meeting.

Please complete the Application Form and Compliance Certification Statement and return those along with the application fee in the amount of \$250 prior to the scheduled hearing date.

Prior to the application hearing, an inspection of the premises will need to be conducted by this office for the purpose of determining that your junkyard operation remains in compliance with the conditions of your license. **An inspection appointment has been tentatively scheduled for May 25, 2021 at 10:00 am.** Please contact this office to confirm that this date and time is acceptable.

If you have questions at any time, please do not hesitate to contact me. Your cooperation in this matter is greatly appreciated.

Sincerely,

Brad Anderson  
Assistant Building Inspector



TOWN OF LONDONDERRY  
**Building, Health & Zoning Enforcement**

268 Mammoth Road  
Londonderry, New Hampshire 03053  
432-1100 ext. 108 Fax: 432-1128

**MEMORANDUM**

**To:** Town Council  
**From:** Brad Anderson, Assistant Building Inspector  
**Date:** May 25, 2021  
**Subject:** Murray's Auto Recycling, 55 Hall Rd.

An inspection of the junkyard was performed on the date above to determine compliance with license conditions in preparation for renewal.

No opposing conditions were observed during inspection that would prohibit renewal of this license.

The applicant continues to work with DES to maintain compliance with the recommended Best Management Practices (BMP). During my visit, it appeared that Mr. Dudek is following proper BMP.

On occasion during the year there have been times when I needed to remind Mr. Dudek that his vehicles were visible above the fence line. Also, the fence fabric along the west side of the yard needed attention from time to time. When I brought those to Mr. Dudek's attention, he made effort to correct those issues.

**Recommendation:** Based on the recent inspection and other visits to the property during the year, it appears that the applicant is operating within the requirements of their license, and renewal of the license is recommended.

## Compliance Certification Statement

for obtaining a license to operate an automotive recycling yard or motor vehicle junkyard license  
pursuant to RSA 236:115, II and RSA 236:121

Facility Name: MURRAY'S AUTO RECYCLING  
Facility Street Location: 55 HALL RD. Town: LONGMORAN  
Facility Owner / Operator: EB DWORIN  
This facility is an:  existing facility (complete statement 1 below)  
 proposed facility (complete statement 2 below)

**1. For an EXISTING facility, complete this statement and attach to the license application:**

I am familiar with the best management practice (BMPs) established by the Department of Environmental Services (DES) for the automobile salvage industry\* and to the best of my knowledge and belief based in part on my own inspection and review of facility operations, I certify hereby that the facility is: (check one and sign beneath):

Operated in compliance with the BMPs established by DES

or

NOT operated in compliance with the BMPs. (Attach a full description of all aspects of the facility that are non-compliant, and provide a plan and schedule for achieving compliance. Prepare to present the same information at a hearing, to be scheduled by town officials pursuant to RSA 236:111-129).

Signed under penalty of unsworn falsification:

[Signature]  
Facility Owner / Operator Signature

5/17/21  
Date

**2. For a PROPOSED facility, complete this statement and attach to the license application:**

I am familiar with the best management practice (BMPs) established by the Department of Environmental Services (DES) for the automobile salvage industry\* and to the best of my knowledge and belief based in part on my personal inspection and review of the plans and specifications for the proposed facility, I certify hereby that the facility is designed and shall be operated in compliance with the BMPs established by DES.

Signed under penalty of unsworn falsification:

\_\_\_\_\_  
Facility Owner / Operator Signature

\_\_\_\_\_  
Date

\* For a complete list of the referenced BMPs, see booklet titled "Motor Vehicle Salvage Yard Environmental Compliance Manual & Self-Audit Checklist" published by the Department of Environmental Services (DES). Copies are available by contacting the DES Green Yards Program for Auto Recyclers at 29 Hazen Drive, PO Box 95, Concord, NH 03302; email: [nhgreennyards@des.state.nh.us](mailto:nhgreennyards@des.state.nh.us); telephone: (603) 271-2938. Also, the booklet can be downloaded from the DES website at: <http://des.nh.gov/SW/GreenYards/GYComplianceManual.pdf>

*Disclaimer: This sample form was prepared by the Department of Environmental Services (DES) to show the type of information local licensing officials might request of motor vehicle junkyard and automotive recycling yard license applicants in order to satisfy the BMP compliance certification license application requirements in RSA 236:115, II and RSA 236:121. Towns electing to use this form should consider having their municipal attorney review it for adequacy beforehand.*





**TOWN OF LONDONDERRY**  
**Building, Health & Zoning Enforcement**

268 Mammoth Road, Londonderry, New Hampshire 03053  
432-1100 ext. 115 Fax: 432-1128

**RENEWAL APPLICATION FOR MOTOR VEHICLE  
JUNKYARD DEALER'S LICENSE**

Name of Applicant: EDWARD DUDEK Date: 5/12/21

Address: 19 MAPLE RD. W HAMPTON NH 03882

Location of Junkyard: 55 HALL RD.

An application for renewal of a junkyard license must be made to the Town Council of the Town of Londonderry annually, on or before July 1<sup>st</sup> pursuant to RSA 236:121.

Accompanying this application form please attach the following:


- a. All state permits and supporting documentation, e.g., motor vehicle dealer's permit, inspection station's permit, etc.
- b. Any environmental studies, reports developed by or on behalf of or in the possession of the applicant or notices from the New Hampshire Department of Environmental Services.

In order for a renewal license to be issued, the junkyard:

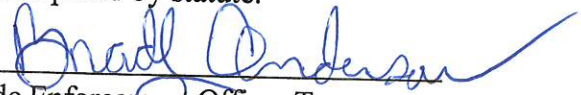
- a. May not become a public nuisance, RSA 236:119;
- b. May not violate the terms of RSA 236:111-129;
- c. May not have an adverse impact on the surrounding environment, RSA 236:111; and
- d. Must be completely surrounded with a solidly constructed fence at least six feet (6') in height which substantially screens the area and includes a suitable gate which shall be closed and locked, except when the applicant or his agent is at the site. All motor vehicles and parts must be stored within the fenced area.

Each motor vehicle dealer is required to file with the state annually bonds in the following amounts, dependent upon the length of time said dealer has done business under the same name in the community: (a) one year, \$20,000; (b) over one year, but less than two (2) years, \$15,000; and (c) over two (2) years, \$10,000. RSA 261:98. Any dealer failing to post a bond in accordance with the provisions of the statute shall be guilty of a misdemeanor. RSA 261:102.

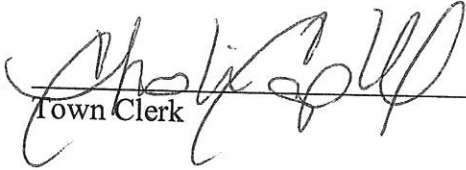
I hereby certify, under penalties prescribed for perjury, that this application is complete and that the junkyard for which I seek application meets the standards set forth under the applicable statutes.

  
\_\_\_\_\_  
(signature of applicant)

I hereby certify, under penalties prescribed for perjury, that the junkyard has been inspected and remains in compliance with town and state regulations, as required by statute.

  
\_\_\_\_\_  
Code Enforcement Officer Town  
of Londonderry

Fees Paid: \$ 250

Date: 5/20/21   
\_\_\_\_\_  
Town Clerk

**Receipt**

**TOWN OF LONDONDERRY**

268B Mammoth Rd.  
Londonderry, NH 03053

Receipt No: 626595  
Printed Date: 5/20/2021  
Time: 3:09 pm  
Page: 1

Customer: dudek auto recycling inc

Transaction	Description	Charges
Other	(as follows)	\$250.00

Bill Code	Charge Description	Quantity	UOM	Additional Details	Cost	Total
JUNK	Junk Yard License	1.00	Ea		\$250.00	\$250.00

**Payments**

L	CK	48374	\$250.00
---	----	-------	----------

Total Charges	\$250.00
Total Payments	\$(250.00)

Due	<u>\$0.00</u>
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**Authority to Submit Drinking Water and Groundwater Trust Fund Funding Application**  
**[TOWN OF LONDONDERRY]**  
**[268A Mammoth Road, Londonderry, NH 03053]**

I, John Farrell, Chairman of the Londonderry Town Council, do hereby certify that at a meeting held on June 7, 2021, the Londonderry Town Council voted to submit a Drinking Water and Groundwater Trust Fund funding application to the NH Department Environmental Services to fund a Short-Term PFAS-Remediation Rebate Program Initiative

The Londonderry Town Council further authorized Kevin Smith, Town Manager, to execute any documents which may be necessary to complete the funding application.

Signature \_\_\_\_\_

IN WITNESS WHEREOF, I have hereunto set my hand as Chairman of the Londonderry Town Council on the 7<sup>th</sup> day of June, 2021.

Witness \_\_\_\_\_



NEW HAMPSHIRE DRINKING WATER & GROUNDWATER TRUST FUND

# FORM 2

## DWGTF

### AUTHORITY TO SUBMIT A FUNDING APPLICATION for the Construction Projects Assistance Program



RSA/Rule: RSA 485-F

In accordance with its "2020 Award Plan", the NH Drinking Water and Groundwater Advisory Commission "Commission" requires that the funding applications for the Construction Projects Assistance Programs include submittal of an Authority to Submit a Funding Application to meet the threshold for project readiness.

**Applications submitted without this attachment will be considered ineligible and will not be reviewed.**

The purpose of this form is to certify that the person submitting a Funding Application to the Drinking Water and Groundwater Trust Advisory Commission for financial assistance from the Drinking Water and Groundwater Trust Fund for drinking water construction projects is authorized to do so by the governing body of the water system seeking funding. This form is not required if the funding application is submitted directly by the governing body of the water system.

Pursuant to the requirements of the Commission's "2020 Award Plan":

- This Certificate shall be completed and signed by a member of the governing body (i.e., Commission, Board) other than the person being authorized;
- The authorization to execute any documents necessary to complete the funding application is restricted to a member of the governing body or employee of the water system Owner; and
- Meeting minutes shall accompany this certificate.

**Authority to Submit Drinking Water and Groundwater Trust Fund Funding Application**  
**[TOWN OF LONDONDERRY]**  
**[268A Mammoth Road, Londonderry, NH 03053]**

I, John Farrell, Chairman of the Londonderry Town Council, do hereby certify that at a meeting held on June 7, 2021, the Londonderry Town Council voted to submit a Drinking Water and Groundwater Trust Fund funding application to the NH Department Environmental Services to fund a water system improvement project.

The Londonderry Town Council further authorized Kevin Smith, Town Manager, to execute any documents which may be necessary to complete the funding application.

Signature \_\_\_\_\_

IN WITNESS WHEREOF, I have hereunto set my hand as Chairman of the Londonderry Town Council on the 7<sup>th</sup> day of June, 2021.

Witness \_\_\_\_\_

# **Mack's Lease Agreement**

**LEASE AGREEMENT**

THIS LEASE AGREEMENT is between the Town of Londonderry (“Lessor”), having an address of 268A Mammoth Road, Londonderry, New Hampshire, and MHO Acquisition, LLC (“Lessee”), having an address of P.O. Box 202, Exeter, NH 03833.

**SECTION 1 - PROPERTY DESCRIPTION**

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

**SECTION 2 - GENERAL TERMS**

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

2.1 This lease shall run for one year commencing \_\_\_\_\_, 2021 and ending on \_\_\_\_\_, 2022. This Lease Agreement shall automatically extend annually for ten additional one-year periods unless either party gives written notice of termination at least forty-five days before the expiration of the current term.

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

2.3 Lessee shall be entitled to the profits generated by Lessee’s agricultural activities on or from the Property, provided such profits are not obtained by unauthorized use of the Property.

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

3.1 As a material condition of this Lease Agreement, Lessee shall maintain and preserve the apple trees on the Property, which shall remain the property of the Lessor. In the event one or more apple trees succumb to damage or disease as a result of natural causes and despite Lessee’s best efforts to prevent such damage or disease, Lessee may replace such trees at Lessee’s expense or may consult with Lessor to determine a mutually agreed course of action. Additionally, the Property shall be maintained and kept in good condition, with reference to the standards identified in § 3.3, below by, for example, maintaining existing crops or replacing them with new agricultural products (subject to the requirement to maintain and preserve the apple trees); removing diseased or dying crops and replacing them with new agricultural products (subject to the requirement to maintain and preserve the apple trees); preventing various types of diseases and infestation of noxious weeds; controlling soil erosion by planting cover crop, repairing and maintaining



ditches, drains, waterways, and agricultural roads; maintaining soil fertility by applying fertilizer, lime or other commonly used nutrients when such applications are indicated or required based on soil testing; and performing other prudent activities necessary to maintain the Property in good condition.

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

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

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

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

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

- (A) such activities are commonly necessary in the accomplishment of the agricultural uses of the Property;
- (B) such activities do not harm state or federally recognized rare, threatened, or endangered species, such determination of harm to be based upon information from the New Hampshire Natural Heritage Inventory or the agency then recognized by the State of New Hampshire as having responsibility for identification and/or conservation of such species; and
- (C) such activities are not detrimental to the scenic, agricultural, historic, recreational, or wildlife value of the Property.

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

3.8 There shall be no mining, quarrying, excavation, or removal of rocks, minerals, gravel, sand, topsoil, or other similar materials on or from the Property. There shall be no dumping, releasing, injection, burning, or burial of manmade materials then known to be environmentally hazardous on, under or in the Property.

3.9 Lessee shall permit pedestrian public access onto the Property at all reasonable times, dates, and seasons which will not impair the Lessor's ability to use the Property for agricultural purposes. It is acknowledged that meaningful pedestrian public access is a material condition of this Lease Agreement.

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

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

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

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

3.14 Lessee shall not post political signage or advertising on the Property.

#### SECTION 4 - EVENTS OF DEFAULT

4.0 The following are violations of this Lease Agreement:

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

#### SECTION 5 – LESSEE'S INTEREST

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

5.1 Lessee has no authority, express or implied, to create or place any lien or encumbrance of any kind or nature whatsoever upon, or in any manner to bind Lessor's property or the interest of Lessor or Lessee in the Property. Lessee shall timely pay or cause to be paid all sums due for any labor performed or materials furnished in connection with any work performed on the Property by or at the request of Lessee. Lessee shall give Lessor immediate written notice of the placing of any lien or encumbrance against the Property.

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

#### SECTION 6 – MISCELLANEOUS PROVISIONS

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

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

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

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

6.4 In addition to Lessor's right to terminate under § 2.1 and § 6.3, Lessor shall have the option to terminate this Lease Agreement for its convenience, with no fault, in its sole discretion, provided, however, that the term of the lease will end six months after written notice is given of termination under this section. Lessor retains its right to terminate for cause following the giving of such notice, should such cause exist.

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

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

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

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

(A) If to Lessor:

Kevin Smith  
Town Manager  
268B Mammoth Road



Londonderry, NH 03053

With copy to:

Michael J. Malaguti  
Assistant Town Solicitor  
268A Mammoth Road  
Londonderry, NH 03053

(B) If to Lessee:

TOWN OF LONDONDERRY

By: \_\_\_\_\_  
Kevin Smith, Town Manager

Dated: \_\_\_\_\_

STATE OF NEW HAMPSHIRE  
COUNTY OF ROCKINGHAM

On this \_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned officer, personally appeared Kevin Smith, Town Manager, known to be (or satisfactorily proven to be) the person whose name is subscribed to the within instrument and acknowledged that s/he executed the same for the purposes therein contained.

\_\_\_\_\_  
Notary Public/Justice of the Peace  
My Commission Expires: \_\_\_\_\_

MHO ACQUISITION, LLC

By: \_\_\_\_\_  
Kyle Chrestensen, Manager

STATE OF NEW HAMPSHIRE  
COUNTY OF ROCKINGHAM

On this \_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned officer,

personally appeared Kyle Chrestensen, Manager, known to be (or satisfactorily proven to be) the person whose name is subscribed to the within instrument and acknowledged that s/he executed the same for the purposes therein contained.

\_\_\_\_\_  
Notary Public/Justice of the Peace

My Commission Expires: \_\_\_\_\_

# RESOLUTION 2021-16

A Resolution Relative to the

## *Acceptance of Unanticipated Revenue Under RSA 31:95-b*

---

First Reading: 06/07/21  
Second Reading: Waived  
Adopted: 06/07/21

**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 (b) relative to unanticipated moneys received in amounts less than \$10,000; and,

**WHEREAS** the Town of Londonderry has acted as a fiduciary for the organizers of the sensory playground improvement and the Town has received donations from various individuals and varying sources, with the donations directed purpose purchase and improve the Town's playground and allow for it to become more inclusive to all children.

**WHEREAS** the organizers of the inclusive/sensory playground improvement have received a quote for \$1,049.00 to purchase a "Molded Swing" to start the improvements towards a more inclusive Town playground.

**WHEREAS** the total number of the donations received for the improvement of the Town playground are in excess of the \$1,049.00 required to purchase a "Molded Swing".

**NOW THEREFORE BE IT RESOLVED** by the Londonderry Town Council that unanticipated revenue in the amount of \$1,049.00 for the fiscal year ending June 30, 2021 are hereby accepted for the purpose of purchasing playground equipment and items as required by the donations to improve the Town's playground to allow it to be more inclusive.

---

John Farrell - Chairman  
Town Council

(TOWN SEAL)

---

Sharon Farrell - Town Clerk

**A TRUE COPY ATTEST:**  
06/07/21



**M.E. O'BRIEN & SONS, INC.**  
 17 Trotter Drive - P O Box 718 / Medway MA 02053  
 508-359-4200 (phone) / 508-533-6342 (fax)  
**SDO Certified WBE (MA Only)**

## Q U O T A T I O N

Date: May 12, 2021 Page 1 of 2  
 Job: Londonderry Molded Seat  
 Location: Londonderry, NH  
 Salesman: Joel St. Pierre, CPSI, Park & Playground Consultant/pb (Joel\_StPierre@obrienandsons.com)  
 Attention:  
 E-mail:

We are pleased to offer our quotation on the following for the above subject job:

<u>QTY.</u>	<u>MODEL #</u>	<u>DESCRIPTION</u>	<u>TOTAL</u>
(1)	177351A	Molded bucket seat with harness and chain for 8' beam height.	
<b>TOTAL FURNISHED AND DELIVERED</b>			<b>\$1,049.00</b>

Date: \_\_\_\_\_ Signature of Approval: \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_

Purchase Order #, if applicable \_\_\_\_\_

Amount: \$ \_\_\_\_\_ Please check if sales tax is applicable \_\_\_\_\_

Tax Exempt ID #: \_\_\_\_\_ Please provide tax exempt certificate \_\_\_\_\_

Ship to business name \_\_\_\_\_

Ship to address \_\_\_\_\_

Need the two intersecting streets \_\_\_\_\_

Contact name and telephone \_\_\_\_\_

Bill to business name \_\_\_\_\_

Bill to address \_\_\_\_\_

Contact name and telephone \_\_\_\_\_

Tax Form ST-5C must be completed (Part A Only) see attachment to e-mail.

Date Required (must be completed) \_\_\_\_\_

**Continued...**



Date: May 12, 2021  
Job: Londonderry Molded Seat  
Location: Londonderry, NH

Page 2 of 2

**\*\*PLEASE READ – IMPORTANT NOTES – PLEASE READ\*\***

- Contractor/Customer is responsible for quantity, color, and product confirmation.
- Prices based on quantities listed. Any change to quantities may impact prices quoted.
- M.E. O'Brien & Sons is NOT responsible for plan take-offs. All quantities, square footages, thicknesses, etc. are the responsibility of the purchaser. Confirm and double check quantities quoted. It is the responsibility of the purchaser to approve/purchase items "per plan".
- Quote is based on information at the time of bid/request. Any changes, updates, addendums, etc., may require the quote to be revised.
- Prices quoted are firm for 30 days only and are subject to review thereafter.
- Prices are for materials only unless otherwise noted.
- Prices do NOT include off-loading, lift-gate (lift-gate is an additional charge) or inside delivery. \*The lift-gate gets the material from the truck to the ground. Once on the ground, it is your responsibility to move it from there.
- Prices do NOT include sales tax, resilient surfacing, assembly or installation.
- If installation is included, M.E. O'Brien & Sons is NOT responsible for buried underground hazards including, but not limited to: ledge, unsuitable bearing soils, unmarked utilities, boulders, construction debris and any other conditions beyond our control. Additional cost will be required to rectify these situations.
- Prices are not using prevailing wages unless otherwise specified.
- Prices do NOT include cost for electrical cut outs or staining of tongue and groove roof decking unless otherwise noted.
- Standard manufacturer's design, colors, specifications, and construction apply.
- If ordered, inspect entire delivery carefully, making note on delivery receipt of ANY damage so a freight claim can be filed if damage is discovered after opening package(s).
- Retainage does not apply.
- Custom items are not returnable.
- Returns must be made within 30 calendar days of receipt of order. Customer is responsible for re-stocking fee plus shipping charges (to and from) for all returned items.
- Our terms are: check or credit card with order or 50% deposit only with an execution of credit application.
- Allow 4 to 6 weeks for delivery of materials after receipt of order and architectural approval, if required.
- **NO ORDER CAN BE PLACED WITHOUT A PURCHASE ORDER OR SIGNED COPY OF OUR QUOTE.**

*If we can be of further assistance, please do not hesitate to contact us. Thank you!*



**Town of Londonderry**  
**Planning and Economic Development Department**

268B Mammoth Road  
Londonderry, NH 03053  
Phone 603.432.1100 x 128  
[www.londonderrynh.org](http://www.londonderrynh.org)

**To:** Town Council  
**From:** Amy Kizak, GIS Manager/ Comprehensive Planner  
**Date:** June 1, 2021  
**Subject:** **2023-2028 Capital Improvement Program (CIP) Committee**

In accordance with Section 5.5 of the Town Charter, and RSA 674:5, the Town Council must appoint the members of the Capital Improvements Program (CIP) Committee. By Town Charter, the CIP Committee is comprised of one (1) member of the Town Council, one (1) member of the School Board, one (1) member of the Budget Committee and two (2) members of the Planning Board. The following Committee members have been recommended for appointment to the Committee by the Council:

- Town Council Representative (1) – John Farrell
- School Board Representative (1) – Jenn Gamen; Mike Saucier, Alternate
- Budget Committee Representative (1) – Steve Breault
- Planning Board Representatives (2) – Jake Butler and Bruce Hallowell

The CIP Committee is tasked with preparing and submitting a Capital Improvements Plan to the Planning Board, which will then hold a public hearing on the plan. The Planning Board will finalize recommendations, adopt the CIP plan and forward the plan to the Town Council and School Board for consideration.

**Staff recommends that the Council accept the nominations as presented and appoint the above listed individuals to the 2023-2028 Capital Improvement Plan Committee.**

# LONDONDERRY TOWN COUNCIL MEETING MINUTES

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1 May 17, 2021

2  
3 The meeting took place in the Moose Hill Council Chambers, 268B Mammoth Rd,  
4 Londonderry, NH 03053.

5  
6 Present: Chairman John Farrell; Vice Chairman Joe Green; Councilor Jim Butler, Tom  
7 Dolan and Deb Paul; Town Manager Kevin Smith; Assistant Town Manager Lisa Drabik;  
8 Executive Assistant Kirby Brown

9  
10 CALL TO ORDER

11  
12 Chairman Farrell called the Town Council meeting to order. This was followed by the  
13 Pledge of Allegiance. Chairman Farrell stated that he attended the police award ceremony  
14 prior to the meeting. This was followed by a moment of silence for our country, especially  
15 those who serve us here in Londonderry.

16  
17 PUBLIC COMMENT

18  
19 Kirsten Hildonen, 17 Sutton Place, current president of the Londonderry Historical Society.  
20 Hildonen stated that the Historical Society applied for and got the Morrison House onto  
21 the state registry of historical places. This is the fourth property in Londonderry on the  
22 registry. Hildonen gave a background on the Morrison House.

23  
24 Police Chief Bill Hart introduced new Police Officers; JR Valenti, Building &  
25 Maintenance; Officer Joanna Phan, Dispatcher Sophie Bartlett, Officer Corey Ford, and  
26 Tom Roy from the IT Department. Chief Hart stated that its great work by all.

27  
28 Marge Badois, 189 Litchfield Rd, Conservation Commission, asked for an update on the  
29 lawn watering restrictions. Chairman Farrell stated that there will be an update tonight but  
30 we have moved out of drought status.

31  
32 Chairman Farrell read two proclamations into the record for National EMS Week and  
33 National Police Week.



# LONDONDERRY TOWN COUNCIL MEETING MINUTES

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## PUBLIC HEARING

34  
35  
36 Motion to open Public Hearing made by Vice Chairman Joe Green and second by Councilor  
37 Dolan. Chair votes 5-0-0.  
38  
39 Chairman Farrell introduced Ordinance #2021-01, an Ordinance relative to an amendment  
40 to the Zoning Ordinance to rezone 271 and 275 Nashua Rd, Map 2, Lots 28-10 and 29-11.  
41 Town Planner Colleen Mailloux presented.  
42  
43 Mark Gleason, 19 Rossini Rd, stated that he is an abutter and he has no problem with Mr.  
44 Tate and he's been a great neighbor and there has been no problem with the business.  
45 However, the zoning change follows the property and not the owner and his concern is what  
46 will happen if he ever sells. The wetlands also abut his property. Gleason stated that they  
47 would like to see him granted a variance so he can keep doing his business.  
48  
49 Pat Panciocco, attorney for the property owners, stated that the house is mainly used for  
50 residential uses but he does store antique vehicles.  
51  
52 Mailloux advised the Council what uses were permitted in a C-II.  
53  
54 Vice Chairman Green asked if a variance is possible. Mailloux stated that it would be an  
55 option to apply for a variance for the use or criteria. The drawback is that if it is a home  
56 occupation, there is no additional review in terms of Planning Board, storm water, making  
57 sure other site criteria is met. That would go through the Zoning Board.  
58  
59 Pat Panciocco, 392 Spawford Rd, Auburn, stated that she understands where it is coming  
60 from but we haven't touched upon how the surrounding properties are zoned. Panciocco  
61 stated that there are many visible businesses from this property. Panciocco stated that  
62 directly across the street is a mix of C-I and C-II. The reason C-II was chosen is that there  
63 is more control over the storm water, the property and it's a longer permitting process. He  
64 is just trying to make his business okay with the town.  
65  
66

## LONDONDERRY TOWN COUNCIL MEETING MINUTES

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67 Julie Christensen-Collins, 23 Rossini Rd, stated that she also abuts the property. She echoes  
68 Mark Gleason's comments as to what would happen to the property if they ever move.

69

70 The Council discussed the options and decided that the property owner should get a variance  
71 from the Zoning Board. Vice Chairman Green stated that changing the property to a C-II  
72 zone is not needed. The Council tabled the Ordinance until the applicant can go to the ZBA  
73 and if it fails the ZBA it can come back to the Council. Motion to table made by Vice  
74 Chairman Green and second by Councilor Butler. Chair votes 5-0-0.

75

76 Chairman Farrell introduced Resolution #2021-10, a Resolution relative to the adoption of  
77 Exit 4A Area TIF District. Town Manager Kevin Smith presented.

78

79 Richard Belinski, 89 Hall Rd, stated that he has a few concerns with it. All a TIF district is  
80 welfare for the rich. Belinski asked why taxpayer money is being put into this since it is all  
81 being developed. Belinski stated that if it was a housing department, they would put it in as  
82 part of their development cost, so why do we keep putting taxpayer money into private  
83 development. Belinski asked if there was a list that is considered infrastructure. Belinski  
84 stated that it's nothing more than corporate welfare for the rich.

85

86 Ray Breslin, 3 Gary Drive, stated that the TIF district that was done at the airport, stated  
87 that the tax payers have the right to know how much. Breslin asked if it was going to be a  
88 benefit to the Town of Londonderry.

89

90 Christine Perez, 5 Wesley Drive, stated that Kevin Smith gave a great presentation at the  
91 School Board. Perez stated that they will pay the taxpayers back over a period of time, the  
92 businesses that go in there. Smith stated that it is the opposite, they front the cost and we  
93 reimburse them. Perez stated that she saw it as a win for the town.

94

95 Motion to approve Resolution #2021-10 made by Councilor Dolan and second by Vice  
96 Chairman Green. Chair votes 4-1-0. Councilor Paul voted against.

97

98 Chairman Farrell introduced Resolution #2021-13, a Resolution relative to the acceptance  
99 of unanticipated revenue under RSA 31:95-b. Fire Chief Darren O'Brien and Finance  
100 Director Justin Campo presented. This is for the NH Department of Safety, Homeland

## LONDONDERRY TOWN COUNCIL MEETING MINUTES

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101 Security and Emergency Management. Campo stated that this is to assist with the town's  
102 emergency management operation center. This is an EMT Grant. There is a 40% match  
103 which is met in kind by the construction of the emergency management center at Central  
104 Fire Station. Chief O'Brien stated that this is for all of the equipment to put in the center.

105  
106 Chairman Farrell stated that by the Town Council in a majority vote, accepted the terms of  
107 the Emergency Management Performance Grant as presented in the amount of \$40,000.00  
108 for the EOC Equipment Project. Furthermore, the Board acknowledges that the total cost of  
109 this project will be \$80,000.00, in which the town will be responsible for a 50% match  
110 (\$40,000.00), which has been met in-kind through construction costs of the Emergency  
111 Operations Center which is located at Central Fire and hereby Kevin Smith, Town Manager  
112 is authorized to sign all documents related to the grant.

113  
114 Motion to accept the unanticipated revenue made by Vice Chairman Green and second by  
115 Councilor Dolan. Chair votes 5-0-0.

116  
117  
118 Motion to close Public Hearing made by Councilor Dolan and second Vice Chairman Green.  
119 Chair votes 5-0-0.

### NEW BUSINESS

120  
121  
122 Motion to approve Resolution #2021-13 made by Councilor Dolan and second by Vice  
123 Chairman Green. Chair votes 5-0-0.

124  
125 Chairman Farrell introduced Resolution #2021-14, a Resolution relative to the temporary  
126 closure of Memorial Drive. Assistant Town Solicitor Mike Malaguti presented. Malaguti  
127 stated that there have been issues with groups of people gathering for a fight club in this  
128 area, a mutual combat. This is over by the airport. Police Captain Chris Gandia presented  
129 as well. Motion to approve Resolution #2021-14 made by Councilor Dolan and second by  
130 Vice Chairman Green. Chair votes 5-0-0.

### APPROVAL OF MINUTES

131  
132  
133



## LONDONDERRY TOWN COUNCIL MEETING MINUTES

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134 Motion to approve the Town Council minutes from May 3, 2021 made by Vice Chairman  
135 Green Dolan and second by Councilor Paul. Chair votes 5-0-0.

136

137

### APPOINTMENTS/RESIGNATIONS

138

139 Motion to accept the resignation of Brian Lockhart from the PFAS Task Force made Vice  
140 Chairman Green and second Councilor Dolan. Chair votes 5-0-0. The Council thanked  
141 Lockhart for his service.

142

143 Councilors gave their liaison reports.

144

145 Assistant Town Manager Drabik gave an update on the drought status and as of right now  
146 we are not in drought status. Drabik also gave an update on the Leadership Londonderry  
147 application process.

148

149 Chairman Farrell stated that as of tomorrow, May 18<sup>th</sup>, the mask mandate at Town Hall will  
150 be lifted.

151 Councilor Butler brought to the Council's attention to what he believes to be a violation of  
152 the Town Charter dated March 12, 1996 by Councilor Deb Paul, owner of the Londonderry  
153 Times. In reference of the Charter, Article 6 Conduct of Officials, Section 6.2b, conflict of  
154 interest. It states that "any person so financially interested in such matters shall not vote or  
155 advise on otherwise participate in town or Town Council's consideration of such matters".  
156 Councilor Butler stated that Ms. Paul, as an appointed member of the Town Council on the  
157 Planning Board, violated the Charter during the Planning Board meeting on April 14, 2021.  
158 This violation occurred during the discussion of a proposed site plan located at Woodmont  
159 Commons for a \$19k, 792 sq ft two story building for Derry Medical Center. Councilor  
160 Butler stated that Ms. Paul did not recluse herself and participated in the discussion. The  
161 conflict of interested centers around companies associated with this projects have advertised  
162 in the Londonderry Times which is owned by Ms. Paul. The companies are Woodmont  
163 Commons, Pillsbury Realty Development, Market Basket, Derry Medical Center, and the  
164 companies that are currently located at Woodmont. Councilor Butler asked Chairman  
165 Farrell if he could ask Councilor Paul a simple question. Have these companies advertised  
166 in the Londonderry Times, the paper that she owns and has a financial interest in? Councilor  
167 Butler stated that the Town Attorney has addressed this issue before in a public issue.

## LONDONDERRY TOWN COUNCIL MEETING MINUTES

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168  
169 Chairman Farrell pulled up the Charter. Chairman Farrell asked Councilor Butler what he's  
170 asking. Does he want clarification, etc. Councilor Paul stated that she would like to answer  
171 Councilor Butler. Councilor Paul stated that she doesn't know what Councilor Butler's "hair  
172 across is ass" is with her. Councilor Paul stated that those companies are not in her paper  
173 now and they advertised with her prior to being a Councilor. Councilor Paul stated that  
174 according to the Town Attorney when he litigated her publically at a Town Council meeting,  
175 he stated that it had to be a consistent advertising source. Councilor Paul stated that to run  
176 an ad once or say congratulations to graduating seniors, is not a continual insource of cash  
177 and the amount of money being made is minuscule. Councilor Paul stated that when the  
178 Baldwins came up in the Planning Board, he recused herself because at that time they were  
179 advertising. Councilor Paul stated that she does the best that she can. Councilor Paul stated  
180 that Derry Medical Center hasn't advertised with the Londonderry Times in six years.  
181 Councilor Paul stated that Pillsbury Realty hasn't advertised with her in over two years.  
182 Councilor Butler stated that her comments based on the development can spur advertising  
183 in her paper based on her decisions and comments. Councilor Paul stated that if Councilor  
184 Butler wants to get a lawyer and trial her that's fine. Councilor Butler stated that he isn't  
185 going to take her to court. All he is saying is don't violate the Charter and Councilor Paul  
186 should have recused herself. Councilor Paul stated that she didn't need to.

187 Councilor Paul stated that if Councilor Butler has something he wants to put against her he  
188 can and if not he needs to shut up. Councilor Butler told Councilor Paul that she needs to  
189 shut up. Councilor Butler stated that he wants this investigated now.

190  
191 Chairman Farrell asked both to keep the language under control. Councilor Paul stated that  
192 the appropriate was to have done it is to approach her quietly just the three of them.  
193 Chairman Farrell stated that for clarification purposes, three Councilors can't do something  
194 privately. Councilor Paul stated that maybe through the Town Manager. Chairman Farrell  
195 asked the other Councilors if they would like the Town Attorney to look at this or just move  
196 forward. Chairman Farrell stated that the Charter process is very formal. What we have is a  
197 conflict and he would like to resolve the conflict. Vice Chairman Green stated that for both  
198 Councilors, clarity would be important. Vice Chairman Green stated that having the Town  
199 Attorney look at it is a good idea and fair for both parties. Councilor Dolan stated that we  
200 need to pick a path that has a solution. Councilor Dolan stated that he wouldn't be in favor  
201 of going to the attorney and asking him what he thinks. Councilor Dolan stated that there  
202 needs to be some closure. Chairman Farrell stated that if the Council does that, it puts the  
203 town at risk. Chairman Farrell stated that he would like to move forward.

## LONDONDERRY TOWN COUNCIL MEETING MINUTES

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204

205 Chairman Farrell stated that he will have a conversation with the Town Attorney and find  
206 out how they can move forward. The Council agreed.

207

208

### **ADJOURNMENT**

209

210 Motion to adjourn made by Vice Chairman Green and second by Councilor Dolan. Chair  
211 votes 5-0-0.

212

213 Notes and Tapes by: Kirby Brown Date: 5/17/2021

214 Minutes Typed by: Kirby Brown Date: 5/23/2021

215 Approved by: Town Council Date: 6/7/2021