

Town of Farmington  
Board of Selectmen Public Meeting Minutes  
Monday, February 26, 2024  
Selectmen's Chambers  
356 Main Street-Farmington, NH 03835

**Board Members Present:**

Gerry Vachon, Chairman  
Charlie King, Vice Chairman  
Ann Titus  
Doug Staples

**Board Members Absent:**

Penny Morin

**Others Present:**

Ken Dickie, Town Administrator  
Scott Orlando, Police Chief  
Ed Brannan, Highway Dept. Supervisor  
Erica Rogers, Parks & Rec Director  
Manny Krasner, Resident  
Att. Keriann Roman (by phone)

**1). Call to Order:**

Chairman Vachon called the meeting to order at 5:31 p.m.

**2). Non-Public Session A:**

**Motion:** (Vachon, second Titus) to enter non-public session under RSA 91-A: 3 II (a)  
Compensation passed 4-0 by roll call vote (Vachon, King, Titus, Staples-aye) at 5:32 p.m.

**Motion:** (Vachon, second Staples) to come out of non-public session passed 4-0 at 6 p.m.

**3). Reconvene Public Session:**

Chairman Vachon reconvened the public session at 6:01 p.m.

**4). Pledge of Allegiance:**

All present stood for the Pledge of Allegiance.

**5). Public Input:**

Resident Manny Krasner said he had questions in 2 areas. He said he looked at the warrant and he saw that Article #27 is for putting a solar installation on the capped landfill and it said there was information at the Selectmen's office so he came in and read the terms sheet and it left him with a number of questions. He said the first one is did the board put this out for Request for Proposals.

Mr. King said they did put it out for RFP's and they got no responses and then this company came to them after that.

Mr. Krasner said the term sheet says Kearsarge said they will pay \$13,000 per megawatt of direct current generated and it also says it's going to be a minimum 1.7 MW capacity in the installation. He asked if they know how frequently this is likely to generate a MW and if we are going to get \$13,000 a week, a month or a year.

Mr. Vachon said that's a yearly rate.

Mr. Krasner asked if we were going to get \$13,000 a year and that's the total lease amount.

Mr. King said that's per MW so it's 13 times 1.7.

Mr. Vachon said that's the first year and it escalates.

Mr. King asked Mr. Dickie if there were some other fees in the terms.

Mr. Krasner said there was a provision that said there could be up to \$2,000 in personal property tax and if you went above \$2,000 that would set off against the lease amount. He said so essentially it would be \$20 something thousand a year if it generates to capacity.

Mr. King said those figures were very similar to if not exactly the same as the prior agreement that they tried to enter into with the prior company that was putting the solar on the landfill. He said he believes those payment terms mirrored that but he could be wrong. He then asked Mr. Dickie if that was the truth that those payment terms in lieu of taxes and so forth mirrored the original proposal that the contractor couldn't come through on the landfill.

Mr. Dickie said that's correct.

Mr. Krasner said there was a completely unsatisfactory relationship with the earlier guy so it's more or less the same terms as with him.

Mr. King said as far as dollar amounts per MW and whether they lease or rent the land he'd have to pull that up and he was just going from memory.

Mr. Kasner asked if they know how much power the Town uses annually or how much the cost of electricity is.

Mr. Vachon read that electrical savings is estimated to be \$11,000 a year. He said 10% off the net metered price is what they were told.

Mr. Krasner said the first paragraph of the term sheet says that the lease will be a standard solar ground lease and asked if they have seen that proposed lease and if Kearsarge has given them a copy of this standard lease so the Town Attorney could take a look at it.

Mr. Dickie said they have a term sheet that we developed.

Mr. Krasner said he knew they have a term sheet and the term sheet says in the first paragraph that they are going to enter into a lease which is a standard solar ground lease. He asked if they have seen that lease that they say they are going to enter into.

Mr. Dickie said the lease hasn't been developed yet.

Mr. Krasner said "no sale" it says it's the standard solar ground lease that means somebody has a template that they use.

Mr. King said the crux of the issue is they were not ready or at a position based upon permitting or something to be at that point so they tried to get it before the voters and this thing is to seek permission of the voters to enter into that standard lease based upon the payment terms and so forth but they were not ready to formalize 100% and he didn't remember exactly every reason. He said their goal was to get permission from the taxpayers to get that done within the next 6-9 months otherwise we'd be waiting until the following year.

Mr. Staples said they had to hurry up and sign that so they could start with Eversource to get the permit to hook onto the lines.



Mr. King said for them to get to the point to say they're able to enter into that contract because they wouldn't be able to answer all the questions on that side. He said it's not finalized yet because there wasn't enough time to finalize on the Eversource side as far as what their connection cost is going to be and all these other things. He said they believe that based on what their expectations are that this is what it would be. We're going forth with the taxpayers and what they're looking for is permission to enter into a standard lease based upon these general terms and that's the basics of it there. I'm not the attorney at the table you are he said. Mr. Krasner asked if the Town Attorney said that this agreement requires you to enter into the lease if the voters give them permission or if she said no, it doesn't require you to. He said he was concerned about jumping off a cliff and in other words if this is meant to say that if the town votes yes you have to enter into a solar ground lease and you guys made a bad decision because they can put whatever they want in the standard lease.

Mr. Vachon said not until their legal counsel looks at it.

Mr. Krasner said he needed to hear from them that the Town Attorney has said no this doesn't bind you.

Mr. King said they would have to double check and while he doesn't believe so he was not going to make that statement without checking with Att. Keriann Roman that this does not legally bind us to a bad contract.

Mr. Vachon said as with every lease or legal document they always send it out to legal for review.

Mr. Krasner said he worried about if this puts them in a position where they're stuck with whatever they give them no matter what legal says afterwards. He said he would very much ask that they check with legal to say does this tie our hands.

Mr. Vachon said they sign that or they lose this deal because they can't bring it to the voters without that piece of paper being signed. He said the reason for that being signed was so they could have the warrant article legal to go to voters and then do the finalization of everything after the voters say yes we want to and keep the ball rolling. But until the voters say they want to do this Kearsarge is just waiting until they get the okay to even start anything. Why put a \$1 million into something and then the town says no he said.

Mr. Krasner said he understood that but the concern he has is you don't want to be in a position where after the town says yes you've got no negotiating levers. He said for example you go to the Town Attorney and she says you're not bound you're free to negotiate terms and if you can't negotiate good terms and you don't like the lease you don't have to go forward.

He said if the Town Attorney uh-oh you're stuck here and you tell us that at Town Meeting, the Town Meeting can say no bad idea. It's a safety valve he said.

Mr. King called Att. Roman and put her on speaker phone and told her Mr. Krasner was present and was asking questions about Kearsarge energy and the crux of his question is if the town approves that if they are bound to enter into a contract if they disagree with the terms of the contract.



Att. Roman said no.

Mr. King asked if they find something in that contract that they don't like they can say no and we're walking away.

Att. Roman said they were talking about the one down at the landfill and that requires a PILOT, a lease and possibly a power purchase buy back but Kearsarge said the power purchase buy back might come later so that is not a condition. She said there is nothing on the table right now that they're obligated to buy power through them but they can negotiate that later if they want. She said the PILOT is going to be standard because we have to offer the same terms that we have in the past and that we offered with the larger one that she was blanking on their name.

She said the lease what they've done so far is lease terms like a term sheet and then it's going to go to Town Meeting and if Town Meeting approves it the way that she set it up is that the term sheet that they have all seen is the basic elements of how much we're going to charge for rent, how do we terminate it, how long it's going to be those core things. She said the Select Board has agreed to those core terms so long as the Town Meeting approves it but there is a provision in there that talks about the lease and we haven't written it we're waiting for Town Meeting so there is going to be additional provisions in the lease that it's quite possible that they might disagree with Kearsarge on and in that case we don't have to sign the lease.

She asked if they recalled the term sheet they saw a few weeks ago and then said those terms we are bound to as long as Town Meeting approves it.

Mr. King asked just the terms.

Att. Roman said the cost, the length of the lease those kind of key things.

Mr. King said but any other details that are not listed in that they can disagree with and not sign the contract.

Att. Roman said that's correct. She said if Town Meeting says yes, we have to put in a good faith effort to negotiate a lease however it is possible that's why she accounted for it that there could be term of the lease that Kearsarge wants that we are adamantly against for a good reason that's not in the term sheet that could blow apart the whole deal. I can't think of what that would be but it is possible she said.

Mr. Krasner said he had no further questions for Att. Roman and the board thanked her for her help and ended the call.

Mr. Krasner asked where the power is going to go and if we are going to get some back and if that is something they are going to negotiate down the road. He said they do community power too and that he checked on their website so that may be something to negotiate too where people could buy in or the school district could buy in.

He said his next question goes back to our failed attempts that went on for years and years. He said the term sheet says they have 3 years and asked if that is exclusive and nobody will go looking for anybody else for 3 years. He asked if they are supposed to be getting going in 3 years or supposed to break ground.

Mr. Vachon said their provisional schedule is sign the letter of intent with month zero (at Town



Meeting once it's approved?), submit interconnection application in month 1, contract negotiations in months 1-3, design period 2-5 months, utility impact 2-12 months, permitting 5-10 months, place long lead procurement 6-8 months, installation 12-14 months and LDC interconnection 15-18 months.

He said this looks like 18 months from month zero which is the letter of intent even if it is Town Meeting 18 months from there possibly could be longer with how things are with ordering materials.

Mr. Krasner said Eversource will delay it as long as they can.

Mr. Vachon said that and procurement as who knows how long the transformers or panels are going to take.

Mr. Staples said the timeframe should be on the Town website right now too.

Mr. Krasner asked Mr. Dickie if he said the current wholesale rate the Town is getting is 11 cents a kilowatt hour. He asked if they know what the wholesale rate is so they can gage whether or not that's a fair price for the lease.

Mr. Dickie said the Town is locked in at paying 16.5 cents for electricity because they locked in for 2 years.

Mr. Krasner said so they will be able to judge if whether it would be in the Town's interest to cut down on the lease payment and take the electricity instead. He said they would have the necessary information to make those kinds of decisions.

Mr. King said at that time but they don't know where the rates are going because Eversource jacked them up so much because the PUC let them and now they're coming back down and where that is going to settle out is somebody who are better guessers than us.

Mr. Dickie said where he said 11 cents was with the solar power. He said the community power agreement was with the third party they joined forces with that are going to negotiate our electric rate on behalf of the Town of Farmington and all the rate payers so that's separate from the solar system.

Mr. Krasner said he read this to say that they can tax them up to \$2,000 on top of the lease but if they go any further than that...

Mr. Vachon said the lease is \$13,000 per MW DC with 2% escalator, the first year is \$22,490, the PILOT is \$2,000 per MW per year so it's \$3460 per year with no escalator.

Mr. Krasner said if they did want to switch it would come off the \$13,000 which is the way he reads Section F.

Mr. King said PILOT stands for Payment in Lieu of Taxes and this is taxation on land at the landfill so he didn't think it was valuable for much.

Mr. Krasner said when he was looking at the warrant, he saw there are these 2 petitioned warrant articles about the Budget Committee. He said one of them was to create a Bud Com but we've had a Bud Com as long as he can remember.

Mr. Vachon said there is a subsection that wasn't around when the Bud Com was established.

Mr. Krasner said they voted that this was not a good idea.



Mr. Vachon said that's correct on the second one to have an advisory Bud Com.

Mr. Krasner asked what that is all about.

Mr. King said currently the Bud Com is not advisory and they have authority over the budgets that go to the taxpayers. He said that petitioned warrant article is to strip that authority and make it advisory and he didn't think anybody on this board was in favor of doing that.

Mr. Dickie said the Bud Com was established in 1952.

Mr. Vachon said he believes it's worded that way but he would have to talk to the person that wrote the petition warrant article is because the RSA she's quoting wasn't around in 1952. He said that particular section wasn't in there and he believes that's why it was written to establish a Bud Com following that RSA and he would have to see the petitioner for her definition on that.

Mr. Krasner said he would try to do that. He then thanked the board and left the meeting.

Mr. Vachon said he would like to wish the Boys' and Girls' Basketball teams good luck tonight and tomorrow night as the Boys play tonight in the final 4 for the State Championship in Division 4 and the Girls play tomorrow in the final 4 for the Division 4 Championship.

#### **6). Review of Minutes:**

**Feb. 5, 2024-Public Minutes-**No errors or omissions

**Motion:** (Titus, second Staples) to accept the minutes as written passed 4-0.

**Feb. 12, 2024- Public Minutes-** No errors or omissions

**Motion:** (Titus, second Staples) to accept the minutes as written passed 4-0

**Feb.5, 2024-Non-Public Sessions A, B, and C-**No errors or omissions

**Motion:** (Titus, second Staples) to accept the minutes as written passed 4-0.

**Feb. 12, 2024-Non-Public Session A-** No errors or omissions

**Motion:** (Titus, second Staples) to accept the minutes as written passed 4-0.

#### **7). Old Business:**

**Vote to Accept \$90,000 for the Drainage Study- Motion:** (King, second Titus) to accept the \$90,000 for the drainage study;

Mr. King noted the board already held a public hearing on this matter (at their 2/12/24 meeting).

**Vote:** the motion passed 4-0.

**Facility Contracts-** Parks & Rec Director Erica Rogers came forward and said a couple of weeks ago they talked about facility use and the important ones are karate and the church because they are the ones they have in there right now. She said the board should have a letter from Grace Church and both of them did have and provided the insurance and she has both of those on file.

Mr. King asked that copies of those be provided to the Town office and to Primex. He asked if they were current.

Mrs. Rogers said they are both current. She said she would like to see them continue to allow



Grace Church to use the facility every Wednesday for the community meals free of charge to them because they provide from 50-65 meals a week that is open to any Farmington resident and they provide that completely free of charge to our residents. She said it's a really great time for our residents to get out, have a warm meal and they usually run from Nov. to the end of March/mid-April and it also provides a place for people to go to get out during the winter months. She said they pay for the food, they use their own paper products, forks, plates, spoons and cups and it's of literally no cost to us other than electricity and heat for the facility.

Mr. King asked if we supply staff to open and close the building.

Mrs. Rogers said we do not and the church has always had a key to the building. She said they are usually there when they first come in because they are still there until 5:30 p.m. She said karate and Grace are ones that previously had been given keys to the facility and for as long as she knows they have been running without staff in the building.

Mr. King asked when we gave them the keys if they signed any paperwork.

Mrs. Rogers she didn't know if they did originally and she put that as part of her packet as having them sign for those keys.

Mr. King said they need to have that reviewed by Att. Roman because if they're giving keys to someone he didn't have a problem with it but we need to say what they're signing as a responsible party to do and what they are responsible for so that way they are putting their signature on the responsibilities they assume by taking that key and then asked her to give whatever she had for that to Mr. Dickie. He then added that they may need to ask Primex and say these are some people we give keys to and ask what they need to have in this agreement they're signing and what they're agreeing to do.

Mrs. Rogers said if they were to charge them for using the facility on Wednesdays, they wouldn't be able to provide this service for our community so she would like to see this service stay as it's widely used.

Mr. King asked how many hours and if they also use it on Sundays.

Mrs. Rogers said they no longer use it on Sundays and it's just Wednesdays through the winter months from Nov. and then their usually done at the end of March maybe a week into April.

Mr. Vachon said the Pastor's letter says beginning in Nov. and lasting through the cold weather months into April.

Mr. King said so they're only looking to waive costs for 2.5 hours a week.

Mrs. Rogers said the benefit to the community outweighs them paying us for the facility.

**Motion:** (Vachon, second King) to allow Grace Church to use the Rec Center for their meals in the cold months throughout the winter at no charge;

**Friendly Amendment:** by Mr. King: contingent upon them providing the necessary paperwork for the insurance and signing for the release for having a key.

Mr. Vachon accepted the friendly amendment.

Mrs. Rogers asked if they were agreeing to this through this March and if she has to come back to the board in Nov. and how long this rolls over for.



Mr. Vachon said he would like to see it every year.

Mrs. Titus said she likes 3 years and then they come back.

Mr. Staples said then they are binding another board to a contract or a deal.

Mr. King said he didn't have an issue with going through next winter but maybe they should do it every year.

**Amendment:** by Mr. Vachon: to add until April 2025.

Mr. King seconded the amendment.

Mr. Vachon said if the board does change between now and next March they would only be bound for 1 month and then could decide what they want to do.

**Vote:** the motion passed 4-0.

Mrs. Rogers said she sat down with Norm and had a good long conversation with him about where everything came from and where they're at now. She said one thing that came out of it and she attached the estimate, is the estimate of what he would charge to do the floors. She said the Town (the Rec Dept.) would be responsible for the \$740 but these numbers may change if they wait until Dec. to do it. She said the Town would pay for the materials and Norm in karate would take care of the rest of the work so that would be the roughly \$4,100. She said when she and Mr. Dickie did the math, they broke that down to what they're using and if we were to charge them the \$50 per use like they do in the contract we're pretty close to the \$4,100.

Mr. Dickie said it would have been \$4,500 or \$4,600 if they were to charge them vs. the \$4,200 they'd get for doing the floors so he pretty much called it a wash.

Mrs. Rogers said the other thing he expressed to her was that by him not paying for the facility he only charges the students \$50 a month where other dojo's are charging from \$85 to \$100 a month so that allows him to keep that cost low for our residents. She said they are not making a huge profit on this program and they went over some of their finances but she didn't want to share those publicly but it's not like they're raking in thousands of dollars and just skating by.

Mr. Vachon asked if they have provided mats and things in the past.

Mrs. Rogers said they provide their mats for themselves. She said the other thing they talked about was potentially adding in 20 hours of community service for the karate for the dojo. She said if they're getting the floors done, keeping the cost low for our residents and we're getting some almost in-kind help back then to her it's still equitable as far as just him coming in and paying us \$50 a week to use the gym. She said what she was hoping for an agreement was that they do the floors once a year, they volunteer and they keep that cost low for the students. She said the other thing they talked about was she has been very hands off with karate since she took over because she was under the impression that karate was kind of a separate its own thing and he would like us to join forces more on that and to start promoting it for them and help to get that program back to where it was pre-COVID. She said that is part of the Rec Dept. and if they're going to promote the programs it falls back under...

Mrs. Titus asked what he is asking from her like to be there.



Mrs. Rogers said not to be there but they could definitely help advertise it and get the word out there and they had left it to him to do that. She said they would get calls and they would tell them to contact Norm because they don't have anything to do with it but it better serves the community if we work hand in hand with that program.

Mr. King said she mentioned the 20 hours of community service and asked what she meant by that and if it would be they would provide 20 hours of community service for the Rec Center.

Mrs. Rogers said back to the Rec Dept. helping them with events or they just spent an entire day cleaning out under the stage.

Mr. King asked if that was 20 hours a month or a year.

Mrs. Rogers said she would like to see 20 hours for the dojo as a whole for the year. She said basically it would be helping them out for 20 hours because they have these projects that they need help with that they need to get done and they're using the facility and everybody is helping everybody and she was going to leave it as the dojo as a whole because if they have a little 4-year-old in the class making him do 20 hours of service is kind of excessive.

Mr. King said so it would be 20 hours of assistance whatever that is. He then asked when was the last time the floors were done.

Mrs. Rogers said they haven't been done since she has been there and April will be the start of her 4<sup>th</sup> year so it's been 3 years.

Mr. King recalled this was what was in place and it was being done on an annual basis and then it fell off and asked if she was looking to re-establish under similar terms. He said so we would pay roughly \$750 for the materials, they would do the coating and asked currently how many hours they are using the space.

Mrs. Rogers said they are in there Tuesdays and Thursdays from 5:30 to 8:30 p.m.

Mr. King said that's 6 hours a week and he thought she said there were some hours on Saturdays.

Mrs. Rogers said if they do testing or if they bring in other dojo's to skills and drills but they charge for that and they pay for that separately.

Mr. King asked if they were paying for the time for the hall for that.

Mrs. Rogers said yes because they charge their students extra for that and he does give them money for that. But that's very rare I think he's only done it twice since I've been here she said.

Mr. King asked if those times were going to be per the schedule.

Mrs. Rogers said yes.

Mr. King said it would be 6 hours a week every week, he's amenable to giving back 20 hours of assistance throughout the year, he will do the floor once a year as long as we provide the materials and asked if he was missing anything. He said he wanted to make sure there was an understanding and that somebody needs to put it down on paper saying an approx. time and if he has 8 hours this week and 5 the next it's going to be fine, so that other boards will know what was agreed upon and what was give and take. He said she has done it with a calculation that seems reasonable and he was okay with that.



Mrs. Rogers said and keeping the cost low for our residents.

Mr. King asked in return if they were going to ask him to give us his rates on an annual basis or any time they change.

Mrs. Rogers said the rates that he charges the students they can and he said he's kept it at \$50 for as long as he could remember but if it changes...

Mr. King said if they have a statement of what his rates are she could double check to say yes they are down because he could go up \$75 tomorrow and they don't know what he's charging and what's acceptable. He said he should provide that on an annual basis or when they change and it's up to the Town on whether or not they're going to check them and make sure he is doing what he says he is doing and at least we have that information if anybody asks.

Mr. Vachon asked if they have an insurance certificate from them.

Mrs. Rogers said yes.

Mr. Vachon said that has to be submitted annually so they could have him submit his rates annually with his insurance certificate.

Mr. King said or when they change because they could change mid-year. He said based on those general terms to be finalized by Mrs. Rogers and Mr. Dickie he will make the following motion:

**Motion:** (King, second Titus) to approve the agreement between Norm Carrier and the Town for the continuation of karate at the Town Hall passed 4-0.

**Community Garden-** Mrs. Rogers said they brought a 4H community to the town and they originally paired up with them for the afterschool program on Tuesday nights and it has gone really well and they've gotten a lot of interest from the community so they've started to branch out and have started to hold community 4H meetings. She said they had their first one a couple of Thursdays ago and they had over 20 families show up and sign up for the program. She said they've had more since then so there's definitely a lot of interest in town for 4H and they are working with them through the UNH Co-op.

She said one of the things that was brought up was a community garden and they were asking for the board's blessing to work the community garden that's up on Bay Road by the old water tower. She said there is one small area that has been used for a few years and they are looking at making that area a little bit bigger. She said she talked to Water Dept. Supervisor Chuck Tiffany and he said the water can be turned on and off as they need it and they don't use that property for anything as far as if they made it bigger, they don't have a problem with that. She said there is one gentleman in town who has used it fairly recently and if he wants his own section that's fine. She said they are hoping to generate some more community help but it would be they would start bringing it back through the 4H program. She said the paperwork it talks about the Master Gardener's course and she has talked to a couple of them and there is a pretty good following of Master Gardeners from the Strafford County area that are willing to come in and potentially help clean that area up and get it all "garden like".

Mrs. Rogers said they were hoping that if that's the direction that they want to take with the 4H kids that they would have their blessing to use that property.



Mr. King said he was around the first time this started so there was quite bit a bit of history and there was a bunch of interest at the time and it was successful for quite a few years and then it fell off by membership. He said there were some individuals that were trying to manage it that were not associated with the Town and in some ways that was okay but caused some problems. He said he was all for it and they need to put out the word that anybody interested in using that space they need to contact her and she is going to need to develop a plan for what it is going to be used for listening to the people that want to use it and come up with what each space is going to be and try to get a plan for everybody to work well together up there.

He said he had no problem with providing the water before, they've provided some brush cutting and prep work if they need to put some equipment up there in the spring. He said he thought it was a great idea and Mrs. Rogers needs to be the center person to pull it together because they don't want to not allow the people that have been using it as a community and it may only be a few people and they want to encourage that.

He said before they didn't have the 4H program involved in that so it's a little bit new and based upon what people want to grow that may determine some of the segregation naturally by someone who is a Master Gardener. I'm all for it I think we have to get the word out as soon as possible and anybody that used it in the past we should direct contact because at one time we had a required sign-in and waiver for the people who used it and that probably fell off he said. Mr. Vachon said where he works, they have a community garden and there are about 80 plots and there's a waiting list for them. He said they have them sign a volunteer waiver so if they're up there gardening and then they cut their foot with a hoe.

Mr. King said maybe she could reach out to Somersworth and get their take on how they manage it—if it's per plot and the plots are grouped together by size or put people together in groups or however it works.

Mr. Vachon said there were some that were grandfathered that were bigger than the newer ones and the new section is all 10' x 10' and they were raised wood beds that they got a grant for from Home Depot. He said if she would like information on that she could call Courtney at 603-692-4266 and ask Courtney questions about the community garden. She is more involved with the paperwork side of it we're just involved with the maintenance and heavy equipment stuff for it he said.

Mr. King said he wouldn't want to put a requirement in for people to do raised beds.

Mr. Vachon said that was the grant they got and that's why they laid it out that way.

Mr. King said it has its pluses and minuses. He said a raised bed is going to take more irrigation and more water depending on what there is for soil.

Mr. Vachon said he said raised bed because it's not in the ground it's actually from the 2' x 8' up.

Mrs. Rogers said she thought it would be a neat project for the 4H to work on and the kids would be involved in this even in the management part of it obviously overseen by adults going through and then do some canning classes once they get enough vegetables so they can go through the whole process and their end goal would be to sell some of their stuff at farmer's



markets to go back into their 4H account. She said she wanted to come to the board before she reached out to the Master Gardeners and make sure they were clear on this side.

Consensus of the board was Mrs. Rogers could get some more information and see what it's going to take to proceed.

**Road Posting-** Highway Dept. Supervisor Ed Brannan came forward and said he thought it was time to think about putting road weight restrictions out and he would like to get them out tomorrow and it is up to the board when they want them to go into effect.

Mr. King said if they put them up its going to be in effect.

Mr. Brannan said typically they give a few days' notice usually they go up the week before some time during the week prior.

**Motion:** (Vachon, second Titus) to allow the Highway Dept. to post the roads in Farmington with an effective date of next Monday, March 4 passed 4-0.

Mr. Staples asked when he thought they would get to Dick Dame Lane and there are some craters in the middle of that road that could eat a small child. He said he would give Mr. Brannan's phone number to the resident who has been calling him and she can call him every day.

Mr. Brannan lifted his hands with his palms up and shrugged his shoulders gesturing as if to say he didn't know.

Mr. Staples said a month ago he said they would get right to it so he told her to calm down they're going to get on it and she's called him every day since.

Mr. Brannan said he would put that on the list and they would get to it.

Mr. Staples said there are 2 pretty big holes right where that culvert is and it looks like it's collapsing around the culvert and there are some pretty significant potholes on that street.

Mr. King said they should fill them full of gravel because they are going to tear the road up hopefully if we get our culverts lined up for next year.

Mr. Brannan said he thinks they got their last quote from the engineering company and hopefully they can bring that to the board next week so they can make a decision on that.

Mr. Staples said they have to do something because there are some significant potholes in that road.

Mr. King asked if that was going to take more than one truck load of gravel or just one truck.

Mr. Staples said some of them are 2' x 2' and 8-10 inches deep.

Mr. King said so they would need a 6 wheeler probably with some gravel.

Mr. Vachon said we don't have any 6 wheelers with skuttle doors on them so that would be kind of difficult and would probably be out of a one ton with a shovel. We don't have any skuttle doors on any of our dump trucks for some reason he said.

Mr. Brannan said they would get right on that.

Mr. Staples said he was not going to tell her that until they're done.

Mr. Brannan said they will get the posted signs out.

Mr. Staples said they through a bunch of gravel down there last year and it worked pretty



decently but they're all blown wide open again.

Mr. Brannan said the weather isn't helping them any and unfortunately, it's a sign of the times and it's what they are going to have to deal with moving forward for years to come.

**Transfer Station Recycling Alternative Proposal-** Mr. Dickie said he sent them the proposal that came in from Jeff Greenhalgh and during the excavation of the rear footings for the full 80' wall they uncovered as they were digging for the footings some material that displayed some sand, fill and ash. He said back in the day we used to burn our trash and they got into it so based on that there was concern about it being able to support the load bearing wall for that 80' wall on some fill that was less than desirable. He said Building Insp./Code Enforcement Officer Ron LeMere and Jeff Greenhalgh got together and Mr. Lemere discussed paragraph 104.11 for alternative materials. He said initially the engineering firm came up with putting these screw-in type pylons in the ground that range from \$50,000 to \$150,000 and once Jeff and Ron got their heads together and Ron found that paragraph in his codes book which shows that it is allowable the second plan was to put in a footing that is 8' wide, 20 inches thick and use a #5 rebar for the entire 80 ft. of the bearing wall and this option would cost an additional \$19,500.

Mr. Vachon said at this point the building is ordered and everything is already rolling.

Mr. King said this is a construction project and sometimes the contingency is never enough. He said the site was used for other things over the years and the concrete is the best way to go because they need to do it right. We can't do it half right and unfortunately it's another \$15,000 in the hole-throw it in the hole and cover it up he said.

Mr. Vachon asked if that \$19,500 includes the excavation, concrete and everything for that.

Mr. Dickie said yes.

Mr. King said so they are going to excavate, compact and then put the footing on.

Mr. Dickie said yes.

Mr. King said typically in untouched soil they would just excavate but here they're going to excavate and compact in the footing area and then put the footings on which will make sure that they settle.

Mr. Vachon asked if this is the only unknown they've run into and they have put the rest of the footings in.

Mr. Dickie said the upper footings were poured today and Ron approved those today and it's just the lower footings they still need to do and it's only on the 80' wall.

Mr. Vachon asked where they would pull that money from.

Mr. Dickie said it was \$338,000 he requested \$150,000 from the undesignated fund balance and that leaves him with \$7,500 he has to get the additional funding for.

Mr. Vachon said the project is rolling there's not much they can do they'll have to figure it out.

**Motion:** (King, second Titus) to authorize proceeding with the increased footing at an estimated cost of \$20,000;

**Discussion:** Mr. Staples asked if they would be able to amend the amount on the floor of Town Meeting.



Mr. Dickie said they can.

Mr. Vachon said they could do that as well and they will figure it out but they have to give them the okay so they can keep rolling on this.

**Vote:** the motion passed 4-0.

**Hornetown Road Bridge Update-** Mr. Dickie said last Friday they had a meeting between T Buck, Calderwood, Hoyle Tanner and himself and Calderwood came in with a preliminary design 60% complete and the design is going to be stopping until they can get that in front of NH DES for their approval. He said in the meantime Calderwood has been working with Tighe & Bond where they have a lady that was working for NH DES to help expedite the process for getting permits from the DES and it's working quite well. He said she has kept them on the right path and given them the proper procedures to go by and her name will be on that as well so when DES sees her name, they'll recognize it and they'll know that process has been approved by her and it makes it much smoother.

He said the other thing he worked out with T Buck is this is all part of his expense and is not additional to the Town so Calderwood and Tighe & Bond goes to T Buck.

Mr. King said he took the design build so it's to his benefit to have their help.

Mr. Dickie said yes and he thanked us and he appreciated it. He said T Buck is still planning to put a shovel in the dirt in June and also as part of that meeting was a discussion about the temp bridge and everybody looked at it and nodded their heads yes that it's going to work and it will fit.

He said another side bar they did with T Buck was they sent them all of our bridge repairs that we need to do on all our bridges and he is looking at that right now to see what he can do for the Town. He said they will be meeting once a month from here in to get updates and he will notify the board in advance of their next meeting in case any of them want to attend.

Mr. King said he came in today and looked at the plans and had a discussion about a couple of points he was sure Mr. Dickie will carry on with. He said he had some questions about the channel, they talked about some of the grade on the slope that they proposed and that he thought made that sense. He directed the board to page 3 of the plans and said the only other question he had was about the concrete tie-ins and asked why they wouldn't have some concrete tie-backs to help support the retention.

He pointed out the 2.5 ft. wide concrete pour and that the rest of it on the bank is basically gravel and asked why they wouldn't have some cement anchors to help stabilize that this way and he didn't know if that was typical and asked Mr. Dickie to pass that on to them in their discussions. He said what you'll see in a lot of abutments is they'll have cement in front and the angles that help brace it but also help direct the water that flows into that channel. He said that flow is not coming straight in it's coming at an angle and it has to go around the corner there. He turned to the map again and pointed out the corners where they could have erosion at high flow and they could have wing wall and if that was anchored that would act as more support.

**Town Well Update-** Mr. King said since the signage has gone up at the Town well he hasn't been



getting any calls especially with the warm weather it seemed to at least taper off so that's good. What we've done seems to be working so far so that may be all we need to do he said.

#### **8). New Business:**

**Car Wash Application-** Mr. Vachon said they have a car wash application from the Teens in Ministry Christian Youth Group that would like to use the front parking lot at the Municipal Building for a carwash on June 15 from 9 a.m. to 3 p.m. as a nonprofit.

**Motion:** (King, second Titus) to approve contingent upon them signing and giving us whatever we need as far as a facility use request and any waiver required by Primex passed 4-0.

**Grant Agreement-Hazard Mitigation Plan-** Mr. Dickie said this is saying that the NH Dept. of Safety is going to be funding SRPC Planner Kyle Pimental and his group to start developing and working on the Hazard Mitigation Plan for the Town because right now we don't have a Hazard Mitigation Plan in place so any federal funding through FEMA we can't get right now so we need to have that done.

Mr. King asked if we don't have one currently or we never had one.

Mr. Dickie said they had one but it expired in August 2023. He said the federal government held back funding and we haven't been able to renew it.

Mr. King said they've addressed this before and it's now out of date and they need to update it.

Mr. Dickie said they are going to get federal funding through the state which will allow Mr. Pimental to work with him and others to get this mitigation plan in place so they can start getting more federal grants and he just wanted to update the board on this.

Mr. Vachon said it looks like \$10,800 in possible funding but he didn't know if we have been selected yet. He said we haven't received it yet and asked if they have to complete the highlighted areas on this application and send it back.

Mr. Dickie said yes. He said the grant they would be applying for once they get this in place is doing some pre-homework to help us because if they remembered going through the Army Corps of Engineers for the levee study, they will cover 80% and the Town would have to cover 20% of that cost and he seemed to recall a \$200,000 marker coming out of our pocket. He said once they get the Hazard Mitigation Plan there is a grant that will help cover that cost. I plan on submitting for a cost of up to \$250,000 for the Town portion of that once we prove that we're a low-income town then that grant could potentially cover 95% of the cost of that \$250,000 that would come out of our pocket he said.

**Conservation Commission Application-** Mr. Dickie said Briana Lavoy was applying for a seat on the Conservation Commission. He said she has not yet filled out an application and he would ask her to do so.

**Motion:** (King, second Titus) to appoint Briana Lavoy to the Conservation Commission contingent upon her filling out an application passed 4-0.

#### **9). Town Administrator's Business:**

**Carbides-** Mr. Dickie said they got the carbide on the grader and they went up today to hit lower



Ten Rod Road and he will go back over that tomorrow to see how it worked. He said he went over it today and it was rough as hell so he will see how that worked.

**Hoyle Tanner Contract-** Mr. Dickie said at this point Hoyle Tanner has fulfilled their contract with the Town for the oversight of the bridge. He said he asked Tighe & Bond to check into any conflict of interest where they are going to be stamping the process for the wetland permits and stuff and hoping there would not be a conflict of interest if they were able to do the oversight of the construction and they're going to let him know. He asked if it is a conflict if they would go back with Hoyle Tanner or bring it back to the board.

Mr. King said he might want to get estimates from both for oversight of the construction and what they feel the scope of work should be and that might give them the answer to the decision they should make. They're both in good standing, Hoyle Tanner has done a lot for the town over time and we've had good luck with Tighe & Bond. It's a competitive quote let's see how they do he said.

**Cruiser Update-** Police Chief Scott Orlando said over the past few weeks they have discussed cruiser availability and there was 1 white Ford Explorer that the board authorized him to put a down payment on to reserve it. He said when they picked up the new cruiser, they found out they have Dodge Durango Pursuits that are in the color black.

He said he just wanted to talk to the board and tell them where the Fund 08 balance is today after the purchase of the Ford Explorer and looking to purchase another cruiser which would either be the Dodge Durango Pursuit or the Ford Explorer. He said he would start with the Fund 08 balance and talk a little bit of history. He said the balance previously was \$85,274, they purchased a cruiser on Feb. 7 for \$44,915 which brought them to a new balance of \$40,359. He said they received their checks for the (2<sup>nd</sup>) totaled cruiser for \$58,738 and the balance today in Fund 08 is \$99,097.

Mr. Staples asked if the checks for the totaled cruiser went into Fund 08 instead of the general fund.

Chief Orlando said the board's previous motion was to accept the reimbursement checks from Primex to go into the general fund and then use that for the purchase of the new cruiser and for his math he did it as Fund 08.

Mr. King said they designated it for Fund 08.

Chief Orlando said they received 4 additional checks for the 2<sup>nd</sup> cruiser so if the board wishes to proceed with the purchase of another cruiser, they would like the same type of motion to accept the checks into the general fund with those funds earmarked for a new cruiser.

Mr. Staples said he was saying as of right now we have \$99,097 to buy an additional cruiser.

Chief Orlando said that would be a combination of the general fund and Fund 08.

Mr. King asked about the 4 additional checks.

Chief Orlando said he dealt with Laurie from Primex on cruiser accident 1 and he got 2 checks, one for the equipment and one for the vehicle and that is how she felt comfortable doing it and the new lady Amy felt comfortable doing it in a series of 4 checks. He said they received \$33,400



for the cruiser, \$17,335 for the equipment, a check for \$5,380 for the mobile radio and \$2,623 for the radar detector and there is change associated with it they're not all round numbers. Mr. Staples said he thought they were able to salvage the radio and the radar out of the cruiser. Chief Orlando said he talked to the insurance company and there is no guarantee that the internal components aren't broken and they felt comfortable with giving us a full reimbursement minus a 10% depreciation.

Mr. Vachon asked if the \$58,738 was what they were expecting to get back for that cruiser. Chief Orlando said they got \$4,000 more for the second one even though it was her sister. Mr. Vachon said they had generic numbers and it wasn't finalized and asked if these are the numbers they want to earmark for the new cruiser.

The Chief said that's correct. He said he would like to have in accordance with Finance Admin Kelly Heon last time they had a motion that made it clean and comfortable for her to accept that amount of money into the general fund and earmarked for the vehicle purchase.

**Motion:** (King, second Titus) to accept the four checks from Primex for the cruiser reimbursement totaling approximately \$58,000 and that total amount is to be earmarked for the cruiser replacement passed 4-0.

Chief Orlando said the next part is informative and also a decision to be made if the board would like to move forward with the purchase of the new cruiser. He said they do have a choice- the Ford Police Interceptor Explorer in color white or the Dodge Durango Pursuit in color black. He said he sees no big difference other than one is black and he likes that and our residents are used to seeing them in black and it does cause a little bit of anxiety being pulled over with white and they're wondering who this is and there would be an adjustment phase.

He said there are some differences- the Dodge Durango is a 2023 and it's \$43,755 and the Ford is \$47,580. He said up front there was some concern if this Dodge had a hemi in it because of the power and this does not have a hemi in it. He said the officers went to Claremont Ford and looked at the Dodge Durango and the feedback he got was positive and they wanted that and were hoping to get a Dodge.

After some discussion about engines and transmissions and problems they have had with Fords Mr. King said he thought they should try the Dodge. He said the officers looked at it and if they feel comfortable with how they have to do their job inside of it and other depts. around here are using them.

Chief Orlando said New Durham has one and they like it and their Patrol said it's their favorite vehicle.

Mr. Vachon said he likes to standardize but there are some known problems with the Explorers. I wouldn't have a problem with trying a different one out he said.

Chief Orlando said the Dodge is cheaper and to outfit it it's \$100 cheaper than the Explorer.

Mr. King asked regardless of what the brand is if they have a commitment from our outfitter on the timeliness of getting it outfitted.

Chief Orlando said he is currently working with 3 individuals on that, one has been extremely



receptive and they seem to be confident that they can get our cruiser back quicker and he wanted to see one of their most recent installs to see the quality.

Mr. Vachon said if it's the company out of Newington then he should come down and see him (at work) as they have a brand new one.

Chief Orlando said he would like to do so and they would figure it out so somebody can go look.

Mr. King suggested that he ask them what their lead time was to turn that around.

**Motion:** (Vachon, second Titus) to authorize the Chief to purchase the Dodge Durango Pursuit vehicle from Claremont Ford and to utilize the funds in the general fund received from the insurance checks roughly \$58,000 worth to go toward the purchase and outfitting of that vehicle the rest to come from Fund 08 passed 4-0.

Chief Orlando said he will come before the board one more time when has more information about the outfitting from the 3 organizations.

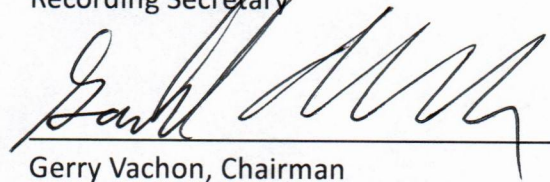
Mrs. Titus said she read the Chief's monthly report and it was very detailed and informational.


**10). Next Meeting:** Monday, March 4, 2024

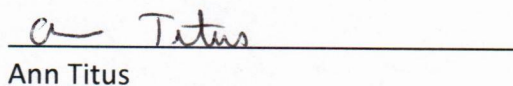
**11). Adjournment:**

**Motion:** (Vachon, second Staples) to adjourn the meeting passed 4-0 at 7:38 p.m.

Kathleen Magoon  
Recording Secretary

  
Gerry Vachon, Chairman

  
Charlie King, Vice Chairman

  
Ann Titus

\_\_\_\_\_  
Douglas Staples