

TOWN COUNCIL AGENDA
February 1, 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.) Braver Angels Presentation
Presented by Brian Macdonald

C. PUBLIC HEARING

D. NEW BUSINESS

- 1.) Updated from Freedom Energy and vote on Community Aggregation Plan
Presented by Bart Fromuth and Thomas Carter
- 2.) **Order #2021-04** – An Order Relative to the Expenditure of Maintenance Trust Fund for Various Projects
Presented by Steve Cotton
- 3.) Presentation and vote on Inter-Municipal Agreement between the Town of Derry and the Town of Londonderry for Wastewater Service
Presented by Bob Kerry and John Trottier
- 4.) **Resolution #2021-03** – A Resolution Relative to Creation of the PFAS Task Force
Presented by Lisa Drabik

E. OLD BUSINESS

- 1.) **Charter Commission Follow-up Discussion**

F. APPROVAL OF MINUTES

Approval of January 18, 2021 Town Council Minutes

G. APPOINTMENTS/REAPPOINTMENTS

- 1.) Resignation of Srenal Patel from the Heritage Commission

H. OTHER BUSINESS

1. Liaison Reports
2. Town Manager Report
3. Assistant Town Manager Report

I. ADJOURNMENT

J. MEETING SCHEDULE

- A. Town Council Meeting – 02/15/2021
LHS Cafeteria, 7:00PM

ORDER #2021-04

An Order Relative to

EXPENDITURE OF

MAINTENANCE TRUST FUNDS FOR VARIOUS PROJECTS

Reading: 02/01/2021

Adopted: 02/01/2021

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

WHEREAS by the Town Council of the Town of Londonderry that the Town Treasurer is hereby ordered to expend \$1,350.00 from the Expendable Maintenance Trust Fund for the aforementioned repairs and improvements.

NOW THEREFORE BE IT ORDERED by the Town Council of the Town of Londonderry that the Town Treasurer is hereby ordered to expend \$1,350.00, from the Expendable Maintenance Trust Fund for the aforementioned repairs and improvements.

John Farrell, Chairman
Town Council

Sharon Farrell
Town Clerk

A TRUE COPY ATTEST:
02/01/2021

**Expendable Maintenance Trust TC Order Request
for Town Council Meeting "2/01/2021"**

Description	Vendor	Amount
<u>Winter Maintenance - TH, LFD, LPD, Library, Momison & Access Ctr.</u> Plowing, salting, and shoveling on 1/3, 1/5, 1/6 and 1/15/2021 at our various town buildings (TH, Library, LPD, Access Center, Central Fire, Momison House). This EMTF request is for the materials and labor for winter maintenance for the parking lots, walkways, steps, fire lanes at our buildings.	Shady Hill - Invoice # 1-1148964	\$ 685.00
	Shady Hill - Invoice # 1-1149015	\$ 445.00
		\$ -
		\$ -
	Shady Hill Sub-Total	\$ 1,130.00
<u>Winter Maintenance - Senior Center</u> Plowing, salting, and shoveling on 1/15 and 1/23/2021 at our senior center. This EMTF request is for the materials and labor for winter maintenance for the parking lots, walkways, steps, fire lanes at our senior center.	Green Magic - Invoice # 3863	\$ 75.00
	Green Magic - Invoice # 3865	\$ 145.00
		\$ -
		\$ -
	Green Magic Sub-Total	\$ 220.00
Total Town Council EMTF Order		\$ 1,350.00

**INTER-MUNICIPAL AGREEMENT BETWEEN
THE TOWN OF DERRY AND
THE TOWN OF LONDONDERRY FOR
WASTEWATER SERVICE**

DATE: JULY 10,1981
REVISED: MARCH 1991

REVISED: 2021

INTER-MUNICIPAL WASTEWATER AGREEMENT

THIS INTER-MUNICIPAL WASTEWATER AGREEMENT (“Agreement”), made pursuant to RSA 53-A and entered into this the day of _____, 2021 by and between the Town of Derry, New Hampshire, a municipal corporation in the State of New Hampshire (“Derry”), and the Town of Londonderry, New Hampshire, a municipal corporation in the State of New Hampshire (“Londonderry”) (collectively, the “Parties” and each a “Party”), for the purpose of providing wastewater service to Londonderry through the Derry System, for the mutual benefit of Derry and Londonderry thereby serving the public health and welfare of the people of the State of New Hampshire and enhancing the water quality of the Merrimack River and its tributaries.

WITNESSETH:

WHEREAS, the Town of Derry, through its Public Works Department, operates and maintains wastewater facilities, hereinafter known as the Derry Sewerage System (the "System"), and

WHEREAS, it is deemed in the best interest of the Parties that Londonderry obtain wastewater service through the System, and

WHEREAS, Derry and Londonderry have been parties to previous iterations of this Agreement since 1981 and see mutual benefits to extend and amend the terms and conditions of the Agreement, and

WHEREAS, Derry has agreed with the applicable Federal and State Agencies to negotiate with Londonderry to receive, treat, and dispose of Wastewaters from the Town of Londonderry through the System; and

WHEREAS, pursuant to RSA 149:I, Derry is authorized to negotiate and execute an agreement with Londonderry by which Derry will provide wastewater service to Londonderry, and

WHEREAS, Londonderry is authorized to negotiate and execute an agreement with Derry, as authorized by RSA 149:I, by which Derry will accept sanitary sewer from Londonderry,

NOW, THEREFORE, in consideration of the mutual undertakings, promises, benefits, and agreements herein contained, Derry and Londonderry covenant and agree as follows:

ARTICLE I - OBLIGATIONS OF THE PARTIES

1.1 DERRY TO PROVIDE WASTEWATER SERVICE

Derry agrees to provide wastewater service to Londonderry subject to the conditions hereinafter provided. Derry shall accept into the System and shall treat and discharge to the Merrimack River, all wastewater received from Londonderry in accordance with municipal, State, and federal regulations. The Derry Public Works Department shall have exclusive jurisdiction and control over the System and shall be responsible to local, State, and federal authorities having

jurisdiction over said facilities.

1.2 LONDONDERRY TO PAY FOR SERVICE

In consideration of the wastewater service to be provided by Derry under the provision of this Agreement, Londonderry agrees to pay all charges as provided for in Article III of this Agreement and to comply with all other conditions of this Agreement.

1.3 LONDONDERRY USER CHARGE SYSTEM

Londonderry shall develop and maintain a system of user charges acceptable to the NH Department of Environmental Services and the United States Environmental Protection Agency.

1.4 DERRY FACILITIES

Derry shall provide all such wastewater facilities as are required to perform its obligation under the terms of this Agreement. Derry shall be responsible for land acquisition and for the design, construction, maintenance, repair, and operation of all wastewater facilities within its own geographic area.

1.5 LONDONDERRY FACILITIES

Londonderry shall provide such wastewater facilities as are required to collect and deliver its wastewater, from within the part of Londonderry to be serviced under this Agreement, to the point of interception with the System. Londonderry shall be responsible for land acquisition and for the design, construction, maintenance, repair, and operation of all wastewater facilities within the geographic area of Londonderry which is to be serviced by this Agreement.

1.6 LAWS AND ORDINANCES

Londonderry shall comply with, and strictly enforce, all federal, state and local laws, ordinances, rules, regulations, by-laws, permits and agreements relating to water pollution control in Londonderry and to wastewater characteristics, collection, treatment and disposal, as they apply to Londonderry's facilities and to the System. Londonderry shall be liable to Derry for any damage caused to the System resulting from a violation of any such law, ordinance, rule, regulation, by-law, permit or breach of this Agreement by it or any of its users.

Derry shall comply with, and strictly enforce, all federal, state, and local laws, ordinances, rules, regulations, by-laws, permits, and agreements relating to water pollution control in Derry, and to wastewater characteristics, collection, treatment, and disposal, as they apply to the System. Derry shall be liable to Londonderry for any damages caused to the Londonderry facilities resulting from a violation of any such law, ordinance, rule, regulation, by-law, permit, or breach of this Agreement by Derry or any of its users.

Derry shall adopt, and from time-to-time revise, a Sewer Use Ordinance and Discharge Permit System acceptable to the United States Environmental Protection Agency and the New Hampshire Department of Environmental Services. Londonderry shall adopt, and from time-to-time revise, a Sewer Use Ordinance and Discharge Permit System acceptable to Derry, the New Hampshire Department of Environmental Services, and the United States Environmental Protection Agency. Londonderry and its users shall not be subject to more stringent regulations than Derry users. Londonderry shall issue industrial wastewater discharge permits in accordance with applicable Federal, State, and local requirements, including any requirements set forth in Londonderry's approved pretreatment program.

1.7 INSPECTION

It shall be the responsibility of Londonderry to establish and maintain a permit, inspection, monitoring, and sampling program to assure proper and adequate control of the discharge of wastewaters within its boundaries. If failure of Londonderry to properly and adequately control wastewaters caused to the System, then Derry, after 24 hours' notice, shall have the right to inspect, monitor and sample discharges contributory to the Derry WWTP. Londonderry shall cooperate with Derry in such an evaluation program.

1.8 PERFORMANCE

No failure, or delay, in performance of any term of this Agreement by either Party, shall be deemed to be a breach thereof when such failure, or delay is occasioned by, or due to, any Act of God, strikes, lockouts, wars, riots, epidemics, explosions, sabotage, breakage or accident to machinery or lines of pipe, the binding order of any court or governmental authority, or any other cause, whether of the kind herein enumerated or otherwise not within the control of the party claiming suspension; provided that no cause or contingency shall relieve Londonderry of its obligation to make payment for wastewater entering the Derry System, and provided further, that the Derry Public Works Department shall assume full responsibility for maintaining service in the absence of the above happening and to maintain standards of treatment, as established by the New Hampshire Department of Environmental Services, and the United States Environmental Protection Agency.

In the event of emergency, or unforeseen crisis, demanding, or seeming to demand, joint action by the Derry Town Administrator and the duly authorized representative of the Londonderry Town Council, of whatsoever nature, magnitude, cause, or probable effect, the Derry Public Works

Director and the duly authorized representative of the Town of Londonderry Town Council, are specifically empowered to take jointly whatever action may be called for, within the requirements of applicable federal and state regulations. Such action, or actions, shall be fully and promptly reported, by Derry, in writing, to the Chair of the Derry Town Council, the Londonderry Town Council and applicable federal and state agencies. In the event of disagreement as to the action needed to correct, to prevent, or to anticipate the emergency or crisis, or in the event no authorized member or representative of the Londonderry Town Council is available, the decision of the Derry Town Administrator shall be determining.

1.9 TEMPORARY DISCONTINUANCE

If the Derry Public Works Department must discontinue temporarily all or part of the service to Londonderry to maintain proper operation of the system, no claim for damages for such temporary discontinuance shall be made by Londonderry against Derry, or any of its duly authorized agents, provided that reasonable advanced notice of, and explanation for, such discontinuance shall be given to Londonderry, when possible.

ARTICLE II - GENERAL PROVISIONS AND LIMITATIONS

2.1 LIMITATION ON FLOW AND CHARACTERISTICS

The net wastewater flow, biochemical oxygen demand (BOD) and total suspended solids content (TSS) from within Londonderry's service area, through the monitoring devices outlined in Paragraph 3.4 into the System, (see Paragraph 3.5) shall be subject to the following daily limitations:

Avg. daily maximum flow -	500,000 gallons/day
Avg. daily BOD -	300 mg/l
Avg. daily TSS -	370 mg/l

In the event of an exceedance of the BOD or TSS concentration limits above, the maximum allowable mass loading limit will be used to ultimately determine compliance. The maximum allowable mass loading limit shall be equal to the concentration-based limit listed above times Londonderry's purchased flow allocation.

The average daily quantities shall include both wastewater and infiltration. The average daily quantities will be calculated monthly or as required for control of total quantities.

Derry shall treat Londonderry as any other individual user, except for the items otherwise noted in this Agreement.

Derry shall accept wastewater from Londonderry in an amount not to exceed to 500,000 gallons per day (gpd). Requirements for BOD and TSS shall also be calculated on a per gallon per day

basis using the current or future approved NPDES permit in effect for the Derry at the time the calculation is made.

Derry shall allow a maximum average daily discharge not to exceed 500,000 GPD for Londonderry to enter the Derry Wastewater System for final treatment before discharge to the Merrimack River.

Derry will not reserve more than 500,000 gpd capacity for Londonderry, which shall include any amounts previously reserved under the temporary discharge from the EPA Tinkham Superfund site treatment facility. However, Derry may allow Londonderry to purchase capacity in excess of 500,000 gpd with the approval of the Derry Town Council should Derry, in its sole discretion, determine that additional capacity is available and not required by Derry in accordance with Derry's Wastewater Facility Plan or the Derry Master Plan as may be updated from time to time.

2.2 LIMITATIONS ON POLLUTANTS

Derry has enacted a Sewer Use Ordinance which limits the discharge of certain pollutants into the System. That ordinance may be revised from time to time as provided in Paragraph 1.7.

Londonderry will be responsible for compliance with the requirements of Derry's Industrial Pretreatment Program (IPP) at the last accessible point of sampling prior to entering the "System". Individual Londonderry users will be required to comply with Londonderry's Industrial Pretreatment Program. Derry will have the cooperation of Londonderry to access, if necessary, (jointly with Londonderry) individual Londonderry users to assure compliance with Derry's IPP program.

Londonderry shall be subject to the maximum limitations in the discharge of pollutants into the System, as outlined in Chapter 122 of the Code of the Town of Derry Article V: Use of Public Sewer

- A. No discharge shall contain waters or wastewaters containing toxic, poisonous or radioactive solids, liquids or gases in sufficient quantity, either independently or by interaction with other wastewaters, which may injure or interfere with any part or portion of the treatment works, constitute a hazard to humans or animals, or create any hazard in the receiving waters or the wastewater treatment plant.

- B. No toxic or poisonous substance shall be present in any quantities in excess of the following local limits in milligrams per liter:

Zinc, Total	0.8358 mg/l
Lead, Total	0.2640 mg/l
Cadmium, Total	0.091 mg/l
Chromium, Total	0.7068 mg/l

Nickel, Total	0.3450 mg/l
Cyanide, Total	0.0840 mg/l
Selenium, Total	0.0348 mg/l
Aluminum, Total	48.0 mg/l
Beryllium, Total	0.0098 mg/l
Cadmium, Total	0.0281 mg/l
Mercury, Total	0.0086 mg/l
Molybdenum, Total	0.0174 mg/l
Phenol	163 mg/l

C. Discharges shall not exceed the following limits which are based on the Town of Derry's maximum allowable headworks loading:

Arsenic, Total	0.055 mg/l
Copper, Total	1.87 mg/l
Silver, Total	0.246 mg/l

D. Screening Levels: Below is a list of acceptable maximum concentrations for certain chemicals. If one of these levels is exceeded, then the situation causing the excess contaminant will be reviewed. An engineering study may be required with implementation of any or all of the recommendations as deemed appropriate by Derry and at the expense of Londonderry.

acrylonitrile	1.19 mg/l
benzene	0.14 mg/l
chlorobenzene	0.31 mg/l
chloroform	0.41 mg/l
1,1-dichloroethane	2.29 mg/l
1,2 dichloropropane	3.60 mg/l
1,3-dichloropropene	0.08 mg/l
ethyl benzene	1.58 mg/l
formaldehyde	0.02 mg/l
hexachloroethane	0.09 mg/l
methylene chloride	2.06 mg/l
toluene	0.68 mg/l
1,2,4-trichlorobenzene	0.39 mg/l
1,1,1-trichloroethane	1.59 mg/l
trichlorofluoromethane	1.23 mg/l
vinyl chloride	0.004 mg/l

E. The concentration limits shall control when a conflict arises between concentration limits and mass loading limits.

2.3 SEWER CONSTRUCTION

The limitations contained in Sections 2.1 and 2.2 hereof are established to ensure that the size and capacity of the System are and will remain sufficient to serve the contemplated needs of Londonderry. Londonderry shall notify the Derry Department of Public Works (DPW) of all proposed substantial sewer construction and connections to the Londonderry facilities so that the Derry DPW will be able to coordinate the operation and maintenance of the System with the development of the Londonderry facilities.

Londonderry shall submit via the Derry Department of Public Works, all proposed sewer construction and connections to the New Hampshire Department of Environmental Services as required by NH DES, for its review and approval. Copies of all such submittals and subsequent approvals by the New Hampshire Department of Environmental Services, shall be sent to the Derry DPW.

2.4 INSPECTION OF FACILITIES AND RECORDS

Derry shall have the right to inspect all sewers, drains and wastewater facilities in Londonderry. Derry may inspect all financial and engineering records of the Londonderry wastewater facilities and drainage systems, upon 30 days' notice, during ordinary business hours. Londonderry shall have the right to inspect all sewers, drains and wastewater facilities in Derry upon 30 days' notice, during ordinary business hours. Londonderry may inspect all financial and engineering records of the Derry wastewater facilities and drainage systems, upon 30 days' notice, during ordinary business hours.

2.5 DEFECTIVE FACILITIES

The maintenance of proper facilities is required to assure that the limitations outlined in Paragraph 2.1 and 2.2 are not exceeded. If any of the Londonderry facilities, which contribute to the Derry System, is found to be in defective condition, and such condition adversely affects the operation of the System, or causes Londonderry to exceed the limitations set forth in Paragraph 2.1 and 2.2, or adversely affect the operations of the System, then Londonderry shall correct such defective condition without delay. The expression "defective condition" as used herein, shall mean any condition that is in violation of any state or federal standard or which causes the maximum limitations in the discharge of pollutants into the System, as provided in Paragraphs 2.1 and 2.2, to be exceeded.

2.6 INDUSTRIAL PRETREATMENT PROGRAM / PERMITS

Londonderry shall adopt and administer an Industrial Pretreatment Program meeting the requirements of the Federal Clean Water Act, as amended, 33 U.S.C. 1251, et seq., and the regulations of the U.S. Environmental Protection Agency promulgated pursuant thereto, and in particular 40 CFR Part 403, including compliance and enforcement activities.

As part of this section, Londonderry shall adopt and enforce a Sewer Use Ordinance which at least as restrictive as the Sewer Use Ordinance adopted by the Town of Derry and which requires immediate notification to the Derry WWTP Chief Operator and Deputy Director of Public Works in the event of a discharge resulting from of any slug or spill. Derry shall provide Londonderry with a copy of any amendment to Derry's Sewer Use Ordinance within 10 days of the enactment of any such amendment. If necessary, Londonderry shall within a reasonable time but no later than 120 days, amend its Sewer Use Ordinance to be as restrictive as Derry's.

Londonderry shall adopt and administer a discharge permit system for its commercial and industrial users. No significant industrial user or industrial user shall be permitted to discharge in the Londonderry facilities that contribute to the System without first obtaining the required permit. No such permit shall be issued by Londonderry until it determines from the application and from independent investigation that the applicant and the wastewater discharge of the applicant shall comply with the requirements of all Federal, State and Local laws, ordinances, rules, regulations, by-laws, permits, agreements and orders relating to water pollution control, to wastewater characteristics, collection, treatment and disposal, or that the wastewater will not be inimical to either the Londonderry facilities or the System. In no event shall any representative of Londonderry issue any permit which allows any user of the Londonderry facilities to discharge any wastewater not allowed to be discharged into the System. Copies of all permits so issued are to be maintained as a part of the records of Londonderry's facilities and shall be retained for a period or at least five (5) years or indefinitely for cases involving litigation.

2.7 TERM OF AGREEMENT: RENEWAL

The term of this Agreement shall be fifteen (15) years from the date that appears at the beginning of the Agreement. The Agreement shall be automatically renewed for successive renewal terms of five (5) years unless either Party shall elect to terminate the same by written notice to the other at least one year prior to the date of expiration of the original term or any renewal term.

2.8 TERMINATION FOR BREACH OF AGREEMENT

In the event that Londonderry fails to comply with the terms or conditions of this Agreement, Derry shall give notice of said failure of compliance and Londonderry shall immediately and diligently proceed to cure the default. If Londonderry shall fail to respond with corrective methods or procedure to cure the default for thirty (30) days after said notice, Derry may elect to terminate the Agreement at any time on ninety (90) days written notice to Londonderry. Nothing herein shall

be construed as limiting the right of Derry to proceed against Londonderry at law or in equity to enforce all provisions of the Agreement. In the event Derry elects to terminate the Agreement, Derry may by any lawful means at its command take action to terminate continued introduction of wastewater into the System from Londonderry. Until Londonderry's wastewater discharge to the System has been completely terminated, Londonderry shall be required to pay all wastewater charges provided for in Article III of this Agreement.

2.9 TERMINATION OR WITHDRAWAL

Except as provided in section 2.8 above, in the event that either Party fails to comply with the terms or conditions of this Agreement, said Agreement may be terminated at any time following ninety (90) days written notice by either party.

Should Londonderry decide to withdraw from the System, Londonderry shall discontinue all flows to the System not later than five (5) years after written notification to Derry.

ARTICLE III- COSTS AND CHARGES

3.1 USER CHARGES – SEWER RENTS

Derry shall bill Londonderry, no less than quarterly, for all sewer discharged to the System as metered at Londonderry's Action Blvd. and Gilcreast Road stations at the same rate as any other individual Derry user. Such rates may, at the sole discretion of the Town of Derry, be revised from time to time to ensure adequate cost recovery for the operation, maintenance, and improvement of the Derry System.

3.2 BASIC PREMISES FOR FUTURE EXPANSION OF WASTEWATER SYSTEM

Basic premises regarding the intent of this Agreement are:

- A. Londonderry shall be considered as an individual user and subject to all user charges and connection fees as provided for in this agreement.
- B. Londonderry shall pay the total cost of those facilities within its own geographic area that are solely for its own use.
- C. Londonderry shall pay the total cost of those facilities within Derry or any other town that are solely for Londonderry's use.
- D. Londonderry shall not be subject to any other additional costs or assessments for the expansion of the Derry Wastewater Treatment Plant not assessed to other existing individual Derry users.
- E. Any upgrades of the portion of the Derry wastewater effluent pipeline located in Londonderry will not be subject to additional demands by Londonderry, other than the

normal State and local permits. Londonderry shall assist Derry in acquiring necessary easements and where necessitated by eminent domain proceedings will obtain those easements on behalf of Derry. Londonderry shall cooperate in the planning, design, and construction of the expansion or upgrading of the Facilities.

3.3 CAPITAL COSTS Wastewater Accessibility Fees

Londonderry shall pay to Derry, beginning July 31, 2021 and annually each July 31 thereafter, a wastewater accessibility fee for incremental capacity above its initial 200,000 GPD allocation up to its maximum allocation of 500,000 GPD. Such increments shall be 25,000 GPD per year as shown in the table below. If, however, in any given month, Londonderry shall exceed its allocated capacity for that year, Londonderry shall pay to Derry the prevailing wastewater accessibility fee charged to Derry customers for the difference between their allocated capacity and their actual metered flow for that month. Londonderry's allocated capacity shall be revised to reflect this additional purchased capacity. Londonderry shall continue to purchase, annually, 25,000 GPD of incremental capacity thereafter until the total 500,000 GPD is purchased.

YEAR	ALLOCATED CAPACITY (MGD)	Incremental Capacity Subject to WWAFF GPD
2021	0.225	25,000 GPD
2022	0.250	25,000 GPD
2023	0.275	25,000 GPD
2024	0.300	25,000 GPD
2025	0.325	25,000 GPD
2026	0.350	25,000 GPD
2027	0.375	25,000 GPD
2028	0.400	25,000 GPD
2029	0.425	25,000 GPD
2030	0.450	25,000 GPD
2031	0.475	25,000 GPD
2032	0.500	25,000 GPD

The allocated capacity is calculated as the average daily flow for any calendar month divided by the number of days in that calendar month. Allocated capacity to Londonderry under this Agreement is based on total sum of combined flows metered at Londonderry's Gilcreast Pump Station and Action Blvd. Pumping Station. Derry and Londonderry recognize that Derry services some Londonderry residents east of I-93 that discharge directly to the Derry sewer collection system. This discharge is grandfathered and not part of Londonderry's flow allocation under this Agreement. Any additional discharges proposed to directly enter Derry's sewer collection system will be permitted at the sole discretion of Derry and shall be considered flows subject to the

allocations under this Agreement.

3.4 MONITORING DEVICES

Londonderry shall furnish and install monitoring devices, which shall be approved by the Derry prior to installation, as required to measure, sample and record wastewater flow and composition that enters the System, the cost of which shall be borne by Londonderry. Currently there are two (2) metered entry points from the Londonderry facilities to the System: 1. Gilcreast Pump Station and 2. Action Blvd. Pump Station. Monitoring devices shall be installed so that they can be read without access to the pumping station. Any access to the pumping stations shall require the presence of authorized representatives of Derry and of Londonderry.

3.5 MONITORING PROCEDURES

Wastewater flow from Londonderry into the System shall be continuously metered and recorded by Londonderry. All flows from Londonderry will be metered at the Londonderry metering and/or pumping stations noted above. prior to entering the System. Biochemical Oxygen Demand and Total Suspended Solids shall be determined by periodic composite sampling by Derry to an extent that will permit a reasonable monthly determination of the value of the Biochemical Oxygen Demand and Total Suspended Solids. Upon written request of Londonderry, there shall be a continuous composite sampling of Biochemical Oxygen Demand and Total Suspended Solids content. In such event, Londonderry shall pay Derry all additional costs resulting from such continuous composite sampling. If, during any period, the monitoring and/or sampling devices become inoperative, Londonderry agrees to accept an estimation of discharge based on past history for billing purposes.

3.6 BILLINGS

Except where otherwise stated in this Agreement, Londonderry shall be considered as an individual user for billing purposes and be subject to the same basis for billing as are all users of the Derry System and the same billing procedures.

All reasonable incidental costs, incurred by Derry associated with sampling and analysis (including any engineering studies) of wastewater at the discharge point(s) into the System shall be billed to Londonderry. To facilitate discussion, Derry will notify Londonderry of its intent to conduct sampling, analysis, and possible engineering studies prior to conducting said work. Derry's invoice to Londonderry shall include a list of itemized costs with appropriate supporting backup and such invoice shall be paid by Londonderry in the next billing period.

3.7 RECORDS INSPECTION

As provided in Paragraph 2.4, Londonderry may inspect, review, and copy any and all records maintained by Derry which relate to costs, rates or charges under this Agreement, following thirty days prior written request. Independent certified public accountants may act on behalf of

Londonderry and at Londonderry's expense.

ARTICLE IV – JOINT MEETINGS

Joint meetings between Derry and Londonderry relative to this Agreement may be called by either Town. The requesting Town shall give fourteen (14) days written notice to the other Town of all meetings. The Derry Public Works Director shall cause to be made, kept, and distributed to Londonderry a record of the minutes of each meeting.

Derry shall review with Londonderry, at each meeting, all items relating to operation and maintenance of the System, as well as proposed expansions of either or both systems, and shall coordinate and cooperate in implementing reasonable methods and means suggested by Londonderry by which the cost of operating and maintaining the "System" may be reduced or its efficiency increased, consistent with the operation and maintenance standards required by Derry, the State, and federal authorities.

ARTICLE V - UNIFORM PROVISIONS

The Parties hereto believe they have negotiated fairly an Agreement which allocates the benefits and costs of their respective water pollution abatement programs on an equitable basis. Derry agrees that it will not grant more favorable terms and/or conditions to any other municipality than are contained in the Agreement.

The Parties shall cooperate fully in fulfillment of this Agreement.

ARTICLE VI – LIABILITY INSURANCE

During the term of this Agreement, Londonderry shall procure and maintain such public liability and property damage insurance as shall protect Derry and the Town of Londonderry for claims to damages for personal injury, including accidental death, and for property damage, which may arise from operations by Londonderry under this Agreement, or by its agents, servants, employees, or licensees.

1. Such Insurance shall cover work and operations performed under this Agreement by the Town, its agents, servants, employees, or licensees, as well as failure to perform required work (e.g., clean the Town's collection system to avoid overflows or basement backups) subject to the terms and conditions of the Town's risk pool coverage including, but not limited to, the following features:
 - a. The Town of Derry shall be named as an additional insured covered party as limited to \$1,000,000 for each occurrence and \$2,000,000.00 general aggregate.

- b. Cover operations including the official use of any and all motor vehicles in the Town of Londonderry.
- c. Coverage for hazards, including but not limited to collapse of buildings, blasting, and damage to underground property, etc. as outlined in the terms and conditions of the Town's risk pool coverage.
- d. Include coverage for products and completed operations hazard as outlined in the terms and conditions of the Town's risk pool coverage.
- e. "Personal" injury coverage as outlined in the terms and conditions of the Town's risk pool coverage.
- f. Coverage for property damage due to sanitary sewer overflows and/or backups into buildings and basements as outlined in the terms and conditions of the Town's risk pool coverage.
- g. The Town of Derry shall carry like and reciprocal insurance coverage, risk pool coverage or self-insurance of at least the minimum amounts stipulated above, for claims arising from the acts or omissions of Town of Derry officials, employees, or agents.

ARTICLE VII - REOPENING CLAUSE

Upon written notification of either party, this Agreement may be reopened for amendments, corrections, or additions by mutual agreement of both parties.

IN WITNESS WHEREOF, the parties to this Agreement have caused this instrument to be signed in sextuplicate the day and year first above written.

TOWN OF DERRY

David Caron, Town Administrator

Witness

Charles Foote, Chairperson
Derry Town Council

Witness

TOWN OF LONDONDERRY

Kevin Smith, Town Manager

Witness

John Farrell, Chairperson
Londonderry Town Council

Witness

RESOLUTION 2021-03

A Resolution Relative to Creation of the ***PFAS Task Force***

First Reading: 02/01/21
Second Reading: Not required
Adopted:02/01/21

WHEREAS the Londonderry Town Council recognizes the rising concerns in Londonderry related to PFAS-related contamination in drinking water; and

WHEREAS the Londonderry Town Council and Town staff have engaged in discussions with the New Hampshire Department of Environmental Services (“NHDES”) related to the extent of PFAS-related contamination, and potential remediation and mitigation measures for, such contamination in Londonderry and the NHDES has presented to the Council a framework for addressing such matters; and

WHEREAS the Town Council would like to create a community PFAS Task Force to, with the assistance of NHDES, do the following: (1) identify a plan for water sampling to better assess the extent of PFAS-related contamination in the Town of Londonderry; (2) identify, study and make recommendations as to potential remediation and mitigation measures related to PFAS-related contamination; and (3) assist the Council and Town staff with informing and educating residents on the sampling, extent of contamination, and potential remediation and mitigation measures as necessary.

NOW THEREFORE BE IT RESOLVED by the Londonderry Town Council that the PFAS Task Force be established in accordance with the “Committee Charge”, a copy of which is attached hereto.

John Farrell, Chairman
Town Council

Sharon Farrell
Town Clerk

(TOWN SEAL)

A TRUE COPY ATTEST:

**LONDONDERRY PFAS TASK FORCE
“COMMITTEE CHARGE”**

PURPOSE:

The PFAS Task Force (“Task Force”) shall exist to, with the assistance of NHDES, do the following:

- (1) identify a plan for water sampling to better assess the extent of PFAS-related contamination in the Town of Londonderry;
- (2) identify, study and make recommendations as to potential remediation and mitigation measures related to PFAS-related contamination, including any potential funding sources; and
- (3) assist the Council and Town staff with informing and educating residents on the plan for sampling, extent of contamination, and potential remediation and mitigation measures as necessary.

REPRESENTATION:

The Task Force shall consist of the following:

- A member of the Town Council, who shall act as the Chair of the Task Force; and
- Three (3) members, to be appointed by the Council, who are residents of Londonderry and who, by occupation or training, are environmental or chemical engineers or have a background in environmental science, toxicology, hydrogeology, etc.; AND
- Three (3) members, to be appointed by the Council, who are resident “at-large” members, with each living in geographically varied locations in the Town (i.e., one from the Matthew Thornton elementary district; one from the North School district; and one from the South School district). It is preferable that such members also have a background in engineering, science or public health.

Staff members of the Planning Department, Department of Public Works & Engineering, and the Town Manger’s office shall provide administrative and technical support to the Task Force as necessary.

ORGANIZATION:

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

In addition to the Town Council member who shall act as Chair, the Task Force shall appoint a Vice Chairperson and Secretary.

DUTIES / RESPONSIBILITIES:

1. Hold meetings and keep minutes of any such meeting in accordance with RSA Chapter 91-A.
2. Provide periodic reports to the Town Council, with the first report on or around April 15, 2021.
3. Maintain a permanent project file that, at a minimum, includes:
 - A. Committee minutes;
 - B. Project plans, contracts and payment requests;
 - C. Project correspondence; and
 - D. Other material as deemed necessary.
4. Provide a final report to the Council, or request an extension of such final report deadline, on or about June 30, 2021.

LONDONDERRY TOWN COUNCIL MEETING MINUTES

1 **January 18, 2021**

2
3 The meeting took place in the Londonderry High School Cafeteria, 295 Mammoth Rd,
4 Londonderry, NH 03053.

5
6 Present: Chairman John Farrell; Vice Chairman Joe Green; Councilor Tom Dolan, Deb
7 Paul, and Jim Butler; 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. This was followed by a moment of silence for those who serve us
14 both here and abroad and that all goes well in the Nation's Capital.

15
16 **PUBLIC COMMENT**

17
18 James Green, 22 Sugar Plum Lane, read a citizens petition into the record urging the NH
19 General Court to redraw the maps and political districts within the state to ensure fair and
20 effective representation of NH voters to make it fair and transparent. Chairman Farrell stated
21 that the town attorney has reviewed it and it will be discussed as part of the public hearing
22 and have it go to the ballot. No questions from the Council.

23
24 Tony DeFrancesco, 1 Cheshire Ct, stated that communication is weak and the Council is
25 doing good work and no one knows it. DeFrancesco suggested doing a newsletter mailing
26 or promoting the Council more on social media.

27
28 Chairman Farrell stated that at the last meeting when DES was present, it was disturbing to
29 hear that there wasn't a solid plan in place. Chairman Farrell stated that he contacted
30 Commissioner Smith at DES and asked for a meeting. Chairman Farrell went over what is
31 to be expected and happening in the next few weeks.

32
33 The Council stepped out into non-public in a roll call vote 5-0-0 at 7:19 PM.

LONDONDERRY TOWN COUNCIL MEETING MINUTES

34 The Council returned from non-public in a roll call votes 5-0-0 at 7:28 PM. Minutes have
35 been sealed. Motion to seal made by Councilor Dolan and second by Vice Chairman Green.
36 Motion to vote 5-0-0.

PUBLIC HEARING

37
38
39 Motion to enter public hearing made by Vice Chairman Green and second by Councilor
40 Dolan. Chair votes 5-0-0.

41
42 The Town Council discussed the warrant articles and voted on moving each article to the
43 ballot. Finance Director Campo presented the new tax rate calculations. The Budget
44 Committee votes took place after the Council meeting.

- 45
46 1.) Election of Officers
47
- 48 2.) Operating Budget in the amount of \$36,105,292 with Sewer Enterprise Fund
49 appropriation of \$2,809,544. Councilor Dolan stated that we should be below default
50 budget. Councilor Dolan motioned to adopt a proposed budget of \$150,000 under the
51 default budget. Motion on the Article 2 amendment made by Councilor Butler. Chair
52 votes 5-0-0. Motion to move Article 2 in the amount of \$38,864,136.00 (inclusive of
53 sewer fund) made by Councilor Dolan and second by Vice Chairman Green. Chair
54 votes 5-0-0. Motion to support Article 2 made by Councilor Dolan and second by
55 Councilor Green. Chair votes 5-0-0.
56
- 57 3.) Expendable Maintenance Trust Fund in the amount of \$180,000 with \$90,000 coming
58 out of UFB and \$90,000 being raised. Motion to move Article 3 to the ballot made
59 by Councilor Dolan and second by Vice Chairman Green. Chair votes 5-0-0. Motion
60 to support Article 3 made by Vice Chairman Green and second by Councilor Butler.
61 Chair votes 4-0-1. Councilor Paul opposed.
62
- 63 4.) Roadway Maintenance Trust Fund in the amount of \$650,000. For the repair and
64 funding of local roads. Motion to move Article 4 to the ballot made by Vice Chairman
65 Green and second by Councilor Dolan. Chair votes 5-0-0. Motion in support of Article
66 4 made by Vice Chairman Green and second by Councilor Dolan. Chair votes 4-0-1.
67 Councilor Paul opposed.

LONDONDERRY TOWN COUNCIL MEETING MINUTES

- 68 5.) Capital Reserve Funding for Geographic Information Systems in the amount of
69 \$28,000. Motion to moves Article 5 to the ballot made by Vice Chairman Green and
70 second by Councilor Dolan. Motion to support Article 5 made by Councilor Dolan
71 and second by Vice Chairman Green. Chair votes 4-0-1. Councilor Paul opposed.
72
- 73 6.) Capital Reserve Funding – Pillsbury Cemetery expansion in the amount of \$75,000.
74 Motion to move Article 6 to the ballot made by Vice Chairman Green and second by
75 Councilor Dolan. Chair votes 5-0-0. Motion to support Article 6 made by Councilor
76 Dolan and second by Vice Chairman Green. Chair votes 5-0-0.
77
- 78 7.) Capital Reserve Funding – Fire equipment in the amount of \$100,000 for the small
79 equipment. \$50,000 paid out of UFB and \$50,000 raised by the taxpayers. Motion to
80 move Article 7 to the ballot made by Councilor Dolan and second by Vice Chairman
81 Green. Chair votes 5-0-0. Motion to support Article 7 made by Councilor Dolan and
82 second by Vice Chairman Green. Chair votes 5-0-0.
83
- 84 8.) Department of Public Work Leases – for 3 vehicles in the amount of \$55,645. Motion
85 to move Article 8 to the ballot made by Councilor Dolan and second by Councilor
86 Butler. Chair votes 5-0-0. Motion to support Article 8 made by Vice Chairman Green
87 and second by Councilor Dolan. Chair votes 4-0-1. Councilor Paul opposed.
88
- 89 9.) Capital Reserve Funding – Master Plan in the amount of \$35,000, the paired down
90 Master Plan. Motion to move Article 9 to the ballot made by Councilor Dolan and
91 second by Vice Chairman Green. Chair votes 5-0-0. Motion to support Article 9 made
92 by Councilor Dolan and second by Councilor Butler. Chair votes 5-0-0.
93
- 94 10.) Capital Reserve Funding for Recreation - in the amount of \$5,000. Motion to move
95 Article 10 to the ballot made by Vice Chairman Green and second by Councilor Dolan.
96 Chair votes 5-0-0. Motion to support Article 10 made by Councilor Dolan and second
97 by Vice Chairman Green. Chair votes 5-0-0.
98
99
100
- 101 11.) Capital Reserve Funding for Cable Equipment – in the amount of \$32,500. Motion
102 to move Article 11 to the ballot made by Councilor Dolan and second by Councilor

LONDONDERRY TOWN COUNCIL MEETING MINUTES

103 Butler. Chair votes 5-0-0. Motion to support Article 11 made by Councilor Dolan and
104 second by Councilor Butler. Chair votes 5-0-0.

105
106 12.) Purchase Mack's Apples Land Adjacent to Town Hall – in the amount of \$250,000.
107 Chairman Farrell stated that there is an item coming up on the agenda about the
108 Conservation Commission purchasing the land adjacent to the Grange. Once you
109 purchase land with Conservation money, it has to stay Conservation for the rest of
110 time. Councilor Paul asked if the land would remain maintained. Chairman Farrell
111 said as far as he knows, it will be. Motion to moves Article 12 to the ballot made by
112 Councilor Butler and second by Councilor Dolan. Chair votes 5-0-0. Motion to
113 support Article 12 made by Councilor Butler and second by Councilor Dolan. Chair
114 votes 5-0-0.

- 115
116 • A motion to authorize Town Manager Smith to sign the purchase and sales
117 agreement for the municipal parcel. Motion made by Councilor Dolan and second
118 by Councilor Butler. Chair votes 5-0-0.

119
120 13.) Extend Water Main to Residents Behind Apple Tree Farm – in the amount of
121 \$250,000. Motion to move Article 13 to the ballot made by Vice Chairman Green and
122 second by Councilor Butler. Chair votes 5-0-0. Motion to support Article 13 made by
123 Vice Chairman Green and second by Councilor Dolan. Chair votes 5-0-0.

124
125 14.) Urge the New Hampshire General Court for Transparent Redistricting (citizen
126 petition). There is no money to this article. Motion to move Article 14 to the ballot
127 made by Councilor Dolan and second by Councilor Butler. The Council doesn't take
128 positions on non-monetary items.

129
130 15.) Transaction of all other business.

131
132 Finance Director Campo stated that he gave the wrong number for Article 2. It should be
133 \$38,914,836. Councilor Dolan adjusted his motion and Vice Chairman adjusted his second.
134 Chair votes 5-0-0. Still \$150,000 below default. Motion to move to the ballot with the new
135 number made by Vice Chairman Green and second by Councilor Dolan. Chair votes 5-0-
136 0. Motion to support the new number made by Councilor Dolan and second by Vice
137 Chairman Green. Chair votes 5-0-0.

LONDONDERRY TOWN COUNCIL MEETING MINUTES

138

139 Chairman Farrell introduced the approval of the Town's purchase of a portion of land at 114
140 Pillsbury Road (Tax Map 9, Lot 49) for the purpose of placing it into Conservation. Town
141 Solicitor Mike Malaguti presented. Motion to accept the Town's purchase made by
142 Councilor Dolan and second by Vice Chairman Green. Chair votes 5-0-0. There was no
143 public comment.

144

145 Chairman Farrell introduced Resolution #2021-01, a Resolution amending and extending
146 Resolution #2020-03 relative to the expiration date of the Town of Londonderry's
147 Temporary Leave Act. Assistant Town Manager Lisa Drabik presented. This would change
148 the expiration date of the policy put in place. Motion to approve Resolution #2021-01 made
149 by Vice Chairman Green and second by Councilor Butler. Chair votes 5-0-0.

150

151 Chairman Farrell introduced Resolution #2021-02, a Resolution relative to the acceptance
152 of unanticipated revenue under RSA 31:95-b. Motion to approve Resolution #2021-02 made
153 by Vice Chairman Green and second by Councilor Dolan. Chair votes 5-0-0.

154

155 Motion to close public hearing made by Vice Chairman Green and second by Councilor
156 Dolan. Chair votes 5-0-0.

157

158

NEW BUSINESS

159

160 Chairman Farrell introduced Order #2021-02, an Order relative to the expenditure of
161 Maintenance Trust Fund for various projects. Steve Cotton presented. Motion to approve
162 Order #2021-02 made by Councilor Dolan and second by Vice Chairman Green. Chair votes
163 5-0-0.

164

165 Chairman Farrell introduced Order #2021-03, an Order relative to the expenditure of funds
166 from the Reclamation Trust Fund. Presented by Assistant Public Works Director John
167 Trottier. Motion to approve Order #2021-03 made by Councilor Dolan and second by
168 Councilor Butler. Chair votes 5-0-0.

169 The Council discussed the Charter Commission concept. Councilor Paul asked what we are
170 looking to do. Tony DeFrancesco presented his ideas to try to get the Council and the School
171 Board be able to work together, because right now the Charter is now allowing that to

LONDONDERRY TOWN COUNCIL MEETING MINUTES

172 happen. Chairman Farrell stated that this can be accomplished in a Task Force.

173

174

OLD BUSINESS

175

176

NONE

177

178

APPROVAL OF MINUTES

179

180 Motion to approve the Town Council minutes from January 4, 2021 made by Councilor
181 Dolan and second by Councilor Paul. Chair votes 5-0-0.

182

183

ADJOURNMENT

184

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

187

188 Notes and Tapes by: Kirby Brown Date: 1/18/2021

189 Minutes Typed by: Kirby Brown Date: 1/22/2021

190 Approved by: Town Council Date: 2/01/2021