



## LONDONDERRY TOWN COUNCIL

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

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

### Agenda June 6, 2022 – 6:30 P.M. Moose Hill Council Chambers

**A. CALL TO ORDER**

**B. NON-PUBLIC SESSION**

RSA 91-A:3 II, (a), (b), and (c).

**C. PUBLIC COMMENT**

1. Thornton Road Right of Way Matter

**D. PUBLIC HEARING**

1. Ordinance #2022-03 – An Amendment to the Londonderry Zoning Ordinance Section 4.2.1.4 Relative to the Keeping of Poultry in the AR-1 District (Continued from 5/23).  
*(Laura Gandia, Associate Planner)*
2. Resolutions #2022-08 through #2022-11 – Acceptance of various grants for the Police Department  
*(Justin Campo, Finance Director; Londonderry Police Department)*
3. Ordinance #2022-05 – An Ordinance Creating the Londonderry Commercial and Industrial Tax Incentive Program (Continued from 5/9/22)  
*(Michael Malaguti, Town Manager)*

**E. NEW BUSINESS**

1. Appointment and Confirmation of New Senior Affairs Director  
*(Lisa Drabik, Assistant Town Manager)*
2. Elderly Exemption Eligibility Criteria  
*(Steve Hamilton, Assessor)*
3. Military Service Sidebar with LPEA (Londonderry Police Employees Association)  
*(Michael Malaguti, Town Manager; Lisa Drabik, Assistant Town Manager)*
4. Order #2022-09 – An Order Relative to the Licensing of a Junkyard Pursuant to RSA 236 (Murray’s Auto)  
*(Bradley Anderson, Assistant Building Inspector)*
5. Order #2022-10 – An Order Relative to the Licensing of a Junkyard Pursuant to RSA 236 (S&S Metals)  
*(Bradley Anderson, Assistant Building Inspector)*
6. Resolution #2022-08 – A Resolution Relative to the Acceptance of Unanticipated Revenue Under RSA 31:95-b (Opioid Grant)  
*(Justin Campo, Finance Director)*
7. Resolution #2022-09 - A Resolution Relative to the Acceptance of Unanticipated Revenue Under RSA 31:95-b (Long Range Acoustic Device)  
*(Justin Campo, Finance Director; Londonderry Police Department)*
8. Resolution #2022-10 - A Resolution Relative to the Acceptance of Unanticipated Revenue Under RSA 31:95-b (Night Vision Equipment)  
*(Justin Campo, Finance Director)*
9. Resolution #2022-11 - A Resolution Relative to the Acceptance of Unanticipated Revenue Under RSA 31:95-b (Search and Rescue Equipment)  
*(Justin Campo, Finance Director)*
10. Order #2022-11 – Cable Equipment Capital Reserve Fund Withdrawal  
*Justin Campo, Finance Director; Drew Caron, Director of Cable Services)*
11. Order #2022-12 - Cable Equipment Capital Reserve Fund Withdrawal  
*(Justin Campo, Finance Director; Drew Caron, Director of Cable Services)*
12. Lithia Springs Conservation Transaction  
*(Michael Malaguti, Town Manager)*

**F. OLD BUSINESS**

**G. APPROVAL OF MINUTES**

May 23, 2022 Town Council Minutes

**H. APPOINTMENTS/REAPPOINTMENTS**

**I. OTHER BUSINESS**

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

**J. ADJOURNMENT**

**K. MEETING SCHEDULE**

1. Town Council Meeting 06/20/2022  
Moose Hill Council Chambers, 7:00 P.M.

Introduced: 4/18/22  
Public Hearing: 5/23/22  
Second Public Hearing: 6/05/22  
Adopted: 6/05/22

**ORDINANCE 2022-03**  
***AN AMENDMENT TO THE LONDONDERRY ZONING  
ORDINANCE SECTION 4.2.1.4 RELATIVE TO THE  
KEEPING OF POULTRY IN THE AR-1 DISTRICT***

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***WHEREAS*** it has been requested that the Londonderry Planning Board review the ordinance regulating the keeping of poultry on lots smaller than 2 acres in size; and

***WHEREAS*** the Londonderry Planning Board, with advisement from the University of New Hampshire Cooperative Extension has determined that the keeping of poultry on lots smaller than 2 acres is a reasonable use, with certain restrictions,

***WHEREAS*** the Planning Board has voted to recommend Town Council adoption of the proposed amendment;

***NOW THEREFORE BE IT ORDAINED*** by the Town Council of the Town of Londonderry that the Town Zoning Ordinance be amended per the attached to reflect changes to Section 4.2.1.4 relative to the keeping of poultry in the AR-1 district, to become effective upon passage by the Town Council.

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John Farrell, Chairman  
Londonderry Town Council

***A TRUE COPY ATTEST:***

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***Sherry Farrell - Town Clerk***  
06/05/2022

***Town Seal***

**Domestic Pets:** This term includes dogs, cats and other small animals commonly kept for non-commercial purposes for the exclusive enjoyment of the residents.

**Livestock:** This term shall include horses, cattle, sheep, swine, goats and other animals usually kept or raised on a farm. Exempted from this definition are domestic pets and poultry as defined in this Ordinance.

**Poultry:** Winged and feathered animals including, but not limited to, chickens, hens, roosters, ducks, geese, and turkeys.

#### 4.2.1.4 Livestock

A. Agricultural livestock, poultry, and horses will not be permitted except on lots only permitted on lots containing two acres or more, except as noted in Section 4.2.1.4.B below. All buildings, runs, pens, and kennels (excluding pastures) will be located a minimum of 25 feet from any property line. These lot size and setback requirements also pertain to dog kennels. Exempted from this provision are domestic pets as defined in this ordinance.

B. On lots smaller than two acres in size in the AR-I district, the keeping of poultry is permitted with the following restrictions:

1. All poultry shall be properly enclosed at all times. Enclosures must be roofed (wire or mesh roofing is acceptable) and shall be adequate to prevent the poultry from escaping from and trespassing on public or private property.
2. A minimum of 3 square feet of sheltered coop and 10 square feet of enclosed outdoor run shall be provided per bird, with the exception of turkeys which require a minimum of 6 square feet of sheltered coop and 10 square feet of enclosed outdoor run per bird.
3. Enclosures in conjunction with the raising and keeping of poultry shall be located a minimum of 25' from any property line.
4. There shall be no roosters, geese or guinea fowl permitted.
5. Number of poultry permitted:
  - a. Lots 1 to 2 acres in size are permitted to have:
    - i. No more than 12 poultry other than turkeys; and
    - ii. No more than 6 turkeys.
  - b. Lots 0.5 acre to less than 1 acre in size are permitted to have:
    - i. No more than 6 poultry other than turkeys; and
    - ii. No turkeys.
  - c. No poultry shall be kept on a lot smaller than 0.5 acre in size.

A.C. At no time shall a public nuisance be created as to sight, sound, smell, vermin or any other action which would interfere with nearby property owner's rights.

B.D. Commercial piggeries or mink farms established for the raising, care, and keeping of pigs or minks as business in any district shall not be permitted. The raising of pigs for one's own home consumption shall be permitted, providing that in so doing, a public nuisance is not created and the operation does not offend by reason of the emission of smoke, noise, odors, or fumes.

First Reading: 04/18/2022  
Second Reading/Public Hearing: 05/09/2022  
Second Public Hearing: 06/06/2022  
Adopted: \_\_\_\_\_

**ORDINANCE #2022-05**  
***CREATING THE LONDONDERRY COMMERCIAL AND INDUSTRIAL  
PROPERTY TAX INCENTIVE PROGRAM***

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- WHEREAS*** RSA 72:81 permits a municipality to adopt a new construction property tax exemption (the “Incentive”) for commercial or industrial uses, or both for the purpose of providing incentives to businesses to build, rebuild, modernize, or enlarge within the municipality; and
- WHEREAS*** The Town Council believes it is in the public benefit to enhance the Town of Londonderry's commercial/ industrial property tax base with respect to economic activity, cultural and historic character, and sense of community that contribute to economic and social vitality; and
- WHEREAS*** It is further declared to be a public benefit to encourage the rehabilitation of underutilized commercial/industrial structures in Londonderry as a means of encouraging growth of economic, residential, and municipal uses in accordance with RSA 9-B; and
- WHEREAS*** Short-term property assessment tax relief and a related covenant to protect the public benefit as provided under this article are considered to provide a demonstrated public benefit if the same encourages new construction, substantial rehabilitation and use of qualifying structures, or the replacement of a qualifying structure; and
- WHEREAS*** The Town Council determines that it is in the public benefit to make the Program available town-wide; and
- WHEREAS*** Pursuant to RSA 72:82, II, this Ordinance shall remain in effect until the earlier of: (A) its rescission by further action of the Town Council; or (B) the date which is twenty four (24) months after its adoption, provided, however, that for any application which has already been granted prior to rescission or expiration, as the case may be, the exemption shall continue to apply at the rate and for the duration in effect at the time it was granted.

***NOW THEREFORE BE IT ORDAINED*** by the Town Council of the Town of Londonderry that the Londonderry Commercial and Industrial Property Tax Incentive Program is hereby adopted as set forth in Exhibit A attached hereto.

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Sharon Farrell, Town Clerk

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John Farrell, Chairman  
Town Council

A TRUE COPY ATTEST:

(TOWN SEAL)

**EXHIBIT "A"**

**LONDONDERRY COMMERCIAL AND INDUSTRIAL  
PROPERTY TAX INCENTIVE PROGRAM**

**§ 1. Adoption of program.**

1.1 Pursuant to the authority granted by RSA 72:27-a, RSA 72:81, and RSA 72:82, and such other relevant authority bestowed upon it as a political subdivision of the State of New Hampshire, the Town of Londonderry ("Londonderry" or the "Town") through its legislative body, the Londonderry Town Council ("Town Council"), adopts the Londonderry Commercial and Industrial Property Tax Exemption Program for application within the geographical limits set forth below.

**§ 2. Short title.**

2.1 Londonderry Commercial and Industrial Property Tax Incentive Program (the "Program").

**§ 3. Enabling statutes.**

3.1 NH RSAs 72:27-a and 72:80-83.

**§ 4. Purpose; declaration of public benefit.**

4.1 It is declared to be beneficial to the public interest to enhance Londonderry's commercial and industrial property tax base to attract, promote and stimulate economic activity.

4.2 It is further declared to be beneficial to the public interest to encourage the rehabilitation of underperforming or underutilized commercial and industrial facilities in Londonderry as a means of encouraging smart growth of economic, residential, and municipal uses in accordance with RSA 9-B.

4.3 Short-term property tax relief and a related covenant to further public interest as described in this ordinance provide a demonstrated public benefit because the property tax relief and related covenant encourage new construction and use of Qualifying Structures, and replacement, substantial rehabilitation and use of Qualifying Structures. A Qualifying Structure is defined in Section 6.4 hereof.

4.4 The Town Council determines that it is in the public interest to make the Program available town wide for commercial and industrial uses as defined herein.

**§ 5. Tax relief authority.**

5.1 Londonderry, through the Town Council, hereby adopts RSA 72:80-83 in the manner specified under RSA 72:27-a and RSA 72:82. In addition, the Town may modify the incentive program in the same manner as hereby adopted to best suit the needs of the Town and its constituents.



## § 6. Definitions.

6.1 Assessed Value: The Assessed Value of the improvements and structures as of April 1 of the tax year to which the exemption pertains, pursuant to RSA 72:83.

6.2 Commercial Uses: All retail, wholesale, and service uses, including but not limited to: automobile and similar vehicle sales; automobile repair facility/garage; automobile service station; bank; brewery; brew pub; commercial performing and fine arts schools and studios; commercial service establishment; conference center; contractor; contractor's yard; funeral establishment; golf course/country club; grocery/convenience store; hospital; hotel; commercial service establishment; inn (motel); medical office; movie and recording studio; multiunit commercial establishment; nursery; office, pharmacy, printing; professional office; radio broadcasting facility; repairman; restaurant, drive-in restaurant; retail sales establishment; riding school; television broadcasting; transportation center; travel agent; tourist home, and wholesale business.

6.3 Industrial Uses: All manufacturing, production, assembling, warehousing, or processing of goods or materials for sale or distribution, research and development activities, or processing of waste materials, including but not limited to: bottling facility; building material storage yard; crematorium; equipment upfit (repair); industrial establishment; light industrial establishment; industrial repair garage; industrial supply; laboratory (medical/dental); laboratory: research, experimental, testing; light industry; light manufacturing; microbrewery; product assembly; publishing; research and development facility; research lab; sand/gravel pit; self-storage; truck terminal; warehouse, and wood/metal craft.

6.4 Original Assessed Value: The value of the Qualifying Structure assessed at the time that the governing body approves the application for Tax Relief and the owner grants to the municipality the covenant to protect public benefit as required in this ordinance.

6.5 Qualifying Area: The Qualifying Area is the Town of Londonderry. =

6.6 Qualifying Structure: A structure located in the Qualifying Area built, rebuilt, modernized, or enlarged to be used for Commercial or Industrial Uses as defined in RSA 72:80 and described herein.

6.7 Replacement: The demolition or removal of a Qualifying Structure and the subsequent construction of a new structure on the same lot.

## § 7. Tax Relief.

7.1 The Tax Relief Period is the finite period of time during which the Tax Relief, as described in section 7.45 and 7.6 below, will be effective, and the percentage amount of new Assessed Value to be exempted, as determined by the Town Council based upon classification of the project by tier, pursuant to RSA 72:81, and in the further exercise of its discretion as set forth in sections 7.54 and 12, below.

7.2 A Tier One Project is a project in which the anticipated increase in valuation of the Qualifying Structure at the completion of construction is thirty million dollars (\$30,000,000) or more.

7.3 A Tier Two Project is a project in which the anticipated increase in valuation of the Qualifying Structure at the completion of construction is fifteen million dollars (\$15,000,000) or more.

~~7.4 A Tier Three Project is a project in which the anticipated increase in valuation of the Qualifying Structure at the completion of construction is two and one-half million dollars (\$2,500,000) or more.~~

7.45 Tier One ~~and Two, and Three~~ Projects shall be eligible for Tax Relief in the form of the exemption from taxation authorized pursuant to RSA 72:81, and more specifically defined as follows:

(1) For a Tier One Project:

a. In the first full tax year for which an exemption is granted following completion of a Qualifying Structure (the “first tax year”), an exemption of between forty (40) and fifty (50) percent of the increase in Assessed Value attributable to construction of new structures, and additions, renovations, or improvements to existing structures (the “Exemption”), as determined by the Town Council.

~~b. The duration of the Exemption shall be either five (5) years, or ten (10) years for a Tier One Project, as determined by the Town Council.~~

~~b.—~~

~~i.c. If the Town Council grants a five (5) year exemption, in the four (4) tax years immediately succeeding the first tax year for which an exemption is granted, the Exemption shall decrease annually by twenty (20), thirty (30), forty (40), and fifty (50) percent of the prior year’s Exemption, rounded to the nearest whole percent, as set forth in Attachment A, ten (10) percent.~~

~~ii. If the Town Council grants a ten (10) year exemption, in the nine (9) tax years immediately succeeding the first tax year for which an exemption is granted, the Exemption shall decrease annually by four (4) percent.~~

(2) For a Tier Two Project:

a. In the first full tax year for which an exemption is granted following completion of a Qualifying Structure (the “first tax year”), an exemption of between thirty (30) and forty (40) percent of the increase in Assessed Value attributable to construction of new structures, and additions, renovations, or improvements to existing structures (the “Exemption”), as determined by the Town Council.

~~b. The duration of the Exemption shall be five (5) years.~~

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- c. ~~In the four (4) tax years immediately succeeding the first tax year for which an exemption is granted, the Exemption shall decrease annually by twenty (20), thirty (30), forty (40), and fifty (50) percent of the prior year's Exemption, rounded to the nearest whole percent, as set forth in Attachment A.~~
- b. ~~In the four (4) tax years immediately succeeding the first tax year for which an exemption is granted, the Exemption shall decrease annually by seven and one-half (7.5) percent.~~

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~~(3) For a Tier Three project:~~

- a. ~~In the first full tax year for which an exemption is granted following completion of a Qualifying Structure (the "first tax year"), an exemption of between twenty (20) and thirty (30) percent of the increase in Assessed Value attributable to construction of new structures, and additions, renovations, or improvements to existing structures (the "Exemption"), as determined by the Town Council.~~

~~In the four (4) tax years immediately succeeding the first tax year for which an exemption is granted, the Exemption shall decrease annually by five (5) percent.~~

~~7.6 — The Exemption shall be no less than zero (0) percent. If the Exemption decreases to zero (0) percent during the Tax Relief Period, the Tax Relief, Tax Relief Period and the Exemption shall terminate and the covenant required under section 9 shall be released.~~

## **§ 8. Public benefits.**

8.1 In order to qualify for Tax Relief as set forth in section 7.54 above, the proposed new construction or rehabilitation must, in the reasonable discretion of the Town Council, provide one or more of the following public benefits, and the proposed Replacement must provide one or more of the same public benefits to a greater degree than would a rehabilitation of the same Qualifying Structure, as follows:

- It enhances the economic vitality of the Town;
- It promotes development of municipal centers, providing for efficiency, safety, and a greater sense of community, consistent with RSA 9-B; or
- It increases commercial and industrial activity in the Town, including job creation.
- It increases the Town's commercial or industrial tax base.

## **§ 9. Covenant to protect public benefit.**

9.1 Tax Relief for the construction, rehabilitation or replacement of a Qualifying Structure shall be effective upon the property owner's grant to the municipality of a covenant ensuring that the Qualifying Structure shall be maintained and used in a manner that continues the public benefit for which the Tax Relief was granted and as otherwise provided in this ordinance.

9.2 This covenant shall be released upon the expiration of the Tax Relief Period.

9.2 The covenant shall include provisions requiring the property owner to obtain commercially reasonable casualty insurance, and flood insurance, if relevant. The covenant may include, at the Town Council's sole discretion, a lien against proceeds from casualty and flood insurance claims for the purpose of ensuring proper restoration or demolition of damaged structures and property. If the property owner has not begun the process of restoration, rebuilding, or demolition of such structure within one year following damage or destruction, the property owner shall be subject to the termination of the Tax Relief after notice and an opportunity to be heard.

9.3 The Town shall provide for the recording of the covenant to protect public benefit with the registry of deeds. It shall be a burden upon the property and shall bind all transferees and assignees of such property for the duration of the tax relief period, but shall thereafter expire without further affect.

**§ 10. Application procedure.**

10.1 An owner (or authorized agent, including a prospective purchaser and developer) of a Qualifying Structure who intends to construct, rehabilitate or replace such structure, may submit an application for the Tax Relief to the Town Manager's Office prior to construction, but not after December 31 before the beginning of the tax year for which the exemption is sought. In such cases, the Town Council may anticipatorily grant the exemption, subject to adjustment when the actual increase in Assessed Value becomes known. The applicant shall include the address of the property, a full description of the intended construction, rehabilitation or replacement, any changes in use of the property resulting from the rehabilitation or replacement, and an application fee. The application shall be on a preapproved application form provided by the Town Manager's Office.

10.2 The application for property tax exemption shall not be deemed to be complete and the governing body shall not schedule a hearing on the application as required under RSA 72:83 until all required information has been submitted.

**§ 11. Application fees.**

11.1 An application fee of \$150, or an amount subsequently adopted by the Town Council, shall be paid at the time of application submission to the Town Manager's Office, made payable to the "Town of Londonderry."

11.2 The applicant shall also be responsible for the reasonable expenses incurred by the municipality in the drafting, review, and recording of the covenant.

**§ 12. Review and decision by Town officials.**

12.1 Upon receipt of a complete application, the Town Council shall consider the application in the normal course of business and notify the applicant of its decision no later than February 28 before the beginning of the tax year for which the exemption is sought. The Town Council shall determine:

- Whether the structure will be in the Qualifying Area;
- Whether the structure at issue is a Qualifying Structure;
- Whether there is a public benefit to granting the Tax Relief;
- The classification of the project by tier; and
- Within the parameters specified in section 7, above, the specific Tax Relief ~~and Tax Relief Period~~, if any, to be awarded for the Qualified Structure. The Town Council shall base this determination upon the extent of public benefit demonstrated by the applicant, assigning a higher percentage amount to applicants demonstrating a greater public benefit, and vice versa.

12.2 In determining the existence and extent of a public benefit, the Town Council shall also identify the costs and detriments associated with the proposed development or project, and weigh such factors against any public benefit. Only if the public benefit is found to specifically outweigh any costs and detriments shall the Town Council grant the Exemption.

12.3 After determining the applicable tier, in setting the applicable percentage ~~(or, in the case of a Tier One Project, the duration of the Exemption)~~, the Town Council shall also factor the extent of the public benefit and the costs and detriments associated with the proposed development or project.

12.4 The Town Council may seek assistance from Town officials, legal counsel, boards or commissions in making its determinations, ~~and but shall not be required to~~ conduct a public hearing.

12.5 After following the procedures established herein, the Town Council may grant the Tax Relief, provided:

- The Town Council finds a public benefit as defined herein; and
- The specific public benefit is preserved through a covenant as set forth above; and
- The Town Council finds that the proposed use is consistent with the applicable master plan, zoning ordinance or development regulations.

12.6 If the Town Council grants the Tax Relief, it shall identify the specific public benefit achieved as defined herein.

12.7 The burden of demonstrating the applicable tier and the public benefit shall be on the applicant. The Town Council or its agents may request such additional or updated information as is necessary to determine eligibility. Should the Town in its discretion determine that third party review or consultation is required, the applicant shall bear the associated cost. *See* RSA 72:83, III. If the Town Council determines that the applicant provided incorrect or false information during the application process or failed to provide information after such a request, the Town Council may refuse to grant the exemption without further inquiry.

12.8 If the Town Council, in its sole discretion, denies the application for Tax Relief, such denial shall be accompanied by a written explanation. The governing body's decision may be appealed either to the Board of Tax and Land Appeals or the Superior Court in the same manner

as provided for appeals of current use classification pursuant to RSA 72:83; provided, however, that such denial shall be deemed discretionary and shall not be set aside by the Board of Tax and Land Appeals or the Superior Court except for errors of law or abuse of discretion.

12.9 For the purpose of determining the applicable tier for a Project, the Town Council may assign a reasonable value to factors not yet known or reflected directly in the anticipated valuation of the property after construction, including, but not limited to, significant job creation, and add such assigned value to the anticipated valuation after construction.

### **§ 13. Duration and limitations of property tax incentive program.**

13.1 Pursuant to RSA 72:81, the exemption shall apply only to municipal and local school property taxes assessed by the municipality which shall exclude state education property taxes under RSA 76:3 and county taxes assessed against the municipality under RSA 29:11

13.2 If the municipality completes a revaluation during the period for which an exemption has been granted, the amount of the exemption shall be adjusted by the difference in equalization ratios applicable in the municipality before and after the revaluation. The amount and length of the property tax exemption shall be determined by the Town Council on a per-case basis, by categorizing the project by tier as set forth herein.

13.3 Tax Relief shall not be granted to an applicant who has begun construction. RSA 72:83, I.

13.4 The Town Council may grant waivers from this ordinance where not inconsistent with the purpose and intent of RSA 72:80-83, provided, however, that the Town Council may not waive a provision of this ordinance required by statute.

13.5 The Town may require the submission of an annual update to determine continued eligibility for, and the proper amount of, Tax Relief. The Town Council may conduct an annual hearing to review the update and may adjust the Tax Relief based upon changed conditions. If the Town Council determines that the applicant provided incorrect or false information in an annual update or failed to provide information necessary for an annual update after such a request, the Town Council may terminate the exemption upon notice and an opportunity for the applicant to be heard.

13.6 This ordinance shall expire ~~twenty four eighteen~~ (2418) months after its passage, unless sooner terminated or extended by vote of the Town Council.

### **§ 14. Resumption of full tax liability.**

14.1 Upon expiration of the Tax Relief Period, the property shall be taxed at its market value in accordance with RSA 75:1.

### **§ 15. Extent of Tax Relief.**

15.1 Tax Relief granted under this ordinance shall be calculated on the Assessed Value at the time of the commencement of the Tax Relief Period in excess of the Original Assessed Value.

15.2 Tax Relief granted under this ordinance shall pertain only to assessment increases attributable to the construction, rehabilitation or replacement performed under the conditions approved by the Town Council and not to those increases attributable to other factors, including but not limited to market forces.

15.3 Nothing herein shall prohibit an owner from seeking an abatement of the original assessed value prior to any adjustment granted hereunder.

**§ 16. Violations and penalties; enforcement.**

16.1 If the property owner fails to maintain or utilize the building according to the terms of the covenant, or fails to restore, rebuild, or demolish the structure following damage or destruction as provided above, the Town Council shall, after notice and an opportunity to be heard, determine whether and to what extent the public benefit of the Qualified Structure has been diminished and may terminate or reduce the property tax exemption amount and period in accordance with such determination.

16.2 Any tax payment required under this section 16 shall be payable according to the following procedure:

16.2.1 The Commissioner of the Department of Revenue Administration shall prescribe and issue forms to the local assessing officials for the payment due, which shall provide a description of the property, the market value assessment according to RSA 75:1, and the amount payable.

16.2.2 The prescribed form shall be prepared in quadruplicate. The original, duplicate, and triplicate copy of the form shall be given to the collector of taxes for collection of the payment along with a special tax warrant authorizing the collector to collect the payment under the warrant. The quadruplicate copy of the form shall be retained by the local assessing officials for their records.

16.2.3 Upon receipt of the special tax warrant and prescribed forms, the tax collector shall mail the duplicate copy of the tax bill to the owner responsible for the tax as the notice of payment.

16.2.4 Payment shall be due not later than 30 days after the mailing of the bill. Interest at the rate of 18% per annum shall be due thereafter on any amount not paid within the thirty-day period. Interest at 12% per annum shall be charged upon all taxes that would have been due and payable on or before December 1 of each tax year as if no Tax Relief had been granted.

**§ 17. Collection of unpaid taxes.**

17.1 All taxes levied pursuant to RSA 72 which are not paid when due shall be collected in the same manner as provided in RSA 80.

ATTACHMENT A

TIER 1

|   |    |    |    |    |    |    |    |    |    |    |    |
|---|----|----|----|----|----|----|----|----|----|----|----|
| 1 | 40 | 41 | 42 | 43 | 44 | 45 | 46 | 47 | 48 | 49 | 50 |
| 2 | 32 | 33 | 34 | 34 | 35 | 36 | 37 | 38 | 38 | 39 | 40 |
| 3 | 22 | 23 | 24 | 24 | 25 | 25 | 26 | 26 | 27 | 27 | 28 |
| 4 | 13 | 14 | 14 | 14 | 15 | 15 | 15 | 16 | 16 | 16 | 17 |
| 5 | 7  | 7  | 7  | 7  | 7  | 8  | 8  | 8  | 8  | 8  | 8  |

TIER 2

|   |    |    |    |    |    |    |    |    |    |    |    |
|---|----|----|----|----|----|----|----|----|----|----|----|
| 1 | 30 | 31 | 32 | 33 | 34 | 35 | 36 | 37 | 38 | 39 | 40 |
| 2 | 24 | 25 | 26 | 26 | 27 | 28 | 29 | 30 | 30 | 31 | 32 |
| 3 | 17 | 17 | 18 | 18 | 19 | 20 | 20 | 21 | 21 | 22 | 22 |
| 4 | 10 | 10 | 11 | 11 | 11 | 12 | 12 | 12 | 13 | 13 | 13 |
| 5 | 5  | 5  | 5  | 6  | 6  | 6  | 6  | 6  | 6  | 7  | 7  |



First Reading: 04/18/2022  
Second Reading/Public Hearing: 05/09/2022  
Second Public Hearing: 06/06/2022  
Adopted: \_\_\_\_\_

**ORDINANCE #2022-05**  
***CREATING THE LONDONDERRY COMMERCIAL AND INDUSTRIAL  
PROPERTY TAX INCENTIVE PROGRAM***

---

***WHEREAS*** RSA 72:81 permits a municipality to adopt a new construction property tax exemption (the “Incentive”) for commercial or industrial uses, or both for the purpose of providing incentives to businesses to build, rebuild, modernize, or enlarge within the municipality; and

***WHEREAS*** The Town Council believes it is in the public benefit to enhance the Town of Londonderry's commercial/ industrial property tax base with respect to economic activity, cultural and historic character, and sense of community that contribute to economic and social vitality; and

***WHEREAS*** It is further declared to be a public benefit to encourage the rehabilitation of underutilized commercial/industrial structures in Londonderry as a means of encouraging growth of economic, residential, and municipal uses in accordance with RSA 9-B; and

***WHEREAS*** Short-term property assessment tax relief and a related covenant to protect the public benefit as provided under this article are considered to provide a demonstrated public benefit if the same encourages new construction, substantial rehabilitation and use of qualifying structures, or the replacement of a qualifying structure; and

***WHEREAS*** The Town Council determines that it is in the public benefit to make the Program available town-wide; and

***WHEREAS*** Pursuant to RSA 72:82, II, this Ordinance shall remain in effect until the earlier of: (A) its rescission by further action of the Town Council; or (B) the date which is twenty four (24) months after its adoption, provided, however, that for any application which has already been granted prior to rescission or expiration, as the case may be, the exemption shall continue to apply at the rate and for the duration in effect at the time it was granted.

***NOW THEREFORE BE IT ORDAINED*** by the Town Council of the Town of Londonderry that the Londonderry Commercial and Industrial Property Tax Incentive Program is hereby adopted as set forth in Exhibit A attached hereto.

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Sharon Farrell, Town Clerk

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John Farrell, Chairman  
Town Council

A TRUE COPY ATTEST:

(TOWN SEAL)

**LONDONDERRY COMMERCIAL AND INDUSTRIAL  
PROPERTY TAX INCENTIVE PROGRAM**

**§ 1. Adoption of program.**

1.1 Pursuant to the authority granted by RSA 72:27-a, RSA 72:81, and RSA 72:82, and such other relevant authority bestowed upon it as a political subdivision of the State of New Hampshire, the Town of Londonderry ("Londonderry" or the "Town") through its legislative body, the Londonderry Town Council ("Town Council"), adopts the Londonderry Commercial and Industrial Property Tax Exemption Program for application within the geographical limits set forth below.

**§ 2. Short title.**

2.1 Londonderry Commercial and Industrial Property Tax Incentive Program (the "Program").

**§ 3. Enabling statutes.**

3.1 NH RSAs 72:27-a and 72:80-83.

**§ 4. Purpose; declaration of public benefit.**

4.1 It is declared to be beneficial to the public interest to enhance Londonderry's commercial and industrial property tax base to attract, promote and stimulate economic activity.

4.2 It is further declared to be beneficial to the public interest to encourage the rehabilitation of underperforming or underutilized commercial and industrial facilities in Londonderry as a means of encouraging smart growth of economic, residential, and municipal uses in accordance with RSA 9-B.

4.3 Short-term property tax relief and a related covenant to further public interest as described in this ordinance provide a demonstrated public benefit because the property tax relief and related covenant encourage new construction and use of Qualifying Structures, and replacement, substantial rehabilitation and use of Qualifying Structures. A Qualifying Structure is defined in Section 6.4 hereof.

4.4 The Town Council determines that it is in the public interest to make the Program available town wide for commercial and industrial uses as defined herein.

**§ 5. Tax relief authority.**

5.1 Londonderry, through the Town Council, hereby adopts RSA 72:80-83 in the manner specified under RSA 72:27-a and RSA 72:82. In addition, the Town may modify the incentive program in the same manner as hereby adopted to best suit the needs of the Town and its constituents.

## **§ 6. Definitions.**

6.1 Assessed Value: The Assessed Value of the improvements and structures as of April 1 of the tax year to which the exemption pertains, pursuant to RSA 72:83.

6.2 Commercial Uses: All retail, wholesale, and service uses, including but not limited to: automobile and similar vehicle sales; automobile repair facility/garage; automobile service station; bank; brewery; brew pub; commercial performing and fine arts schools and studios; commercial service establishment; conference center; contractor; contractor's yard; funeral establishment; golf course/country club; grocery/convenience store; hospital; hotel; commercial service establishment; inn (motel); medical office; movie and recording studio; multiunit commercial establishment; nursery; office, pharmacy, printing; professional office; radio broadcasting facility; repairman; restaurant, drive-in restaurant; retail sales establishment; riding school; television broadcasting; transportation center; travel agent; tourist home, and wholesale business.

6.3 Industrial Uses: All manufacturing, production, assembling, warehousing, or processing of goods or materials for sale or distribution, research and development activities, or processing of waste materials, including but not limited to: bottling facility; building material storage yard; crematorium; equipment upfit (repair); industrial establishment; light industrial establishment; industrial repair garage; industrial supply; laboratory (medical/dental); laboratory: research, experimental, testing; light industry; light manufacturing; microbrewery; product assembly; publishing; research and development facility; research lab; sand/gravel pit; self-storage; truck terminal; warehouse, and wood/metal craft.

6.4 Original Assessed Value: The value of the Qualifying Structure assessed at the time that the governing body approves the application for Tax Relief and the owner grants to the municipality the covenant to protect public benefit as required in this ordinance.

6.5 Qualifying Area: The Qualifying Area is the Town of Londonderry.

6.6 Qualifying Structure: A structure located in the Qualifying Area built, rebuilt, modernized, or enlarged to be used for Commercial or Industrial Uses as defined in RSA 72:80 and described herein.

6.7 Replacement: The demolition or removal of a Qualifying Structure and the subsequent construction of a new structure on the same lot.

## **§ 7. Tax Relief.**

7.1 The Tax Relief Period is the finite period of time during which the Tax Relief, as described in section 7.4 below, will be effective, and the percentage amount of new Assessed Value to be exempted, as determined by the Town Council based upon classification of the project by tier, pursuant to RSA 72:81, and in the further exercise of its discretion as set forth in sections 7.4 and 12, below.

7.2 A Tier One Project is a project in which the anticipated increase in valuation of the Qualifying Structure at the completion of construction is thirty million dollars (\$30,000,000) or more.

7.3 A Tier Two Project is a project in which the anticipated increase in valuation of the Qualifying Structure at the completion of construction is fifteen million dollars (\$15,000,000) or more.

7.4 Tier One and Two Projects shall be eligible for Tax Relief in the form of the exemption from taxation authorized pursuant to RSA 72:81, and more specifically defined as follows:

(1) For a Tier One Project:

- a. In the first full tax year for which an exemption is granted following completion of a Qualifying Structure (the “first tax year”), an exemption of between forty (40) and fifty (50) percent of the increase in Assessed Value attributable to construction of new structures, and additions, renovations, or improvements to existing structures (the “Exemption”), as determined by the Town Council.
- b. The duration of the Exemption shall be five (5) years.
- c. In the four (4) tax years immediately succeeding the first tax year for which an exemption is granted, the Exemption shall decrease annually by twenty (20), thirty (30), forty (40), and fifty (50) percent of the prior year’s Exemption, rounded to the nearest whole percent, as set forth in Attachment A.

(2) For a Tier Two Project:

- a. In the first full tax year for which an exemption is granted following completion of a Qualifying Structure (the “first tax year”), an exemption of between thirty (30) and forty (40) percent of the increase in Assessed Value attributable to construction of new structures, and additions, renovations, or improvements to existing structures (the “Exemption”), as determined by the Town Council.
- b. The duration of the Exemption shall be five (5) years.
- c. In the four (4) tax years immediately succeeding the first tax year for which an exemption is granted, the Exemption shall decrease annually by twenty (20), thirty (30), forty (40), and fifty (50) percent of the prior year’s Exemption, rounded to the nearest whole percent, as set forth in Attachment A.

## **§ 8. Public benefits.**

8.1 In order to qualify for Tax Relief as set forth in section 7.4 above, the proposed new construction or rehabilitation must, in the reasonable discretion of the Town Council, provide one or more of the following public benefits, and the proposed Replacement must provide one or more of the same public benefits to a greater degree than would a rehabilitation of the same Qualifying Structure, as follows:

- It enhances the economic vitality of the Town;
- It promotes development of municipal centers, providing for efficiency, safety, and a greater sense of community, consistent with RSA 9-B; or
- It increases commercial and industrial activity in the Town, including job creation.
- It increases the Town's commercial or industrial tax base.

### **§ 9. Covenant to protect public benefit.**

9.1 Tax Relief for the construction, rehabilitation or replacement of a Qualifying Structure shall be effective upon the property owner's grant to the municipality of a covenant ensuring that the Qualifying Structure shall be maintained and used in a manner that continues the public benefit for which the Tax Relief was granted and as otherwise provided in this ordinance.

9.2 This covenant shall be released upon the expiration of the Tax Relief Period.

9.2 The covenant shall include provisions requiring the property owner to obtain commercially reasonable casualty insurance, and flood insurance, if relevant. The covenant may include, at the Town Council's sole discretion, a lien against proceeds from casualty and flood insurance claims for the purpose of ensuring proper restoration or demolition of damaged structures and property. If the property owner has not begun the process of restoration, rebuilding, or demolition of such structure within one year following damage or destruction, the property owner shall be subject to the termination of the Tax Relief after notice and an opportunity to be heard.

9.3 The Town shall provide for the recording of the covenant to protect public benefit with the registry of deeds. It shall be a burden upon the property and shall bind all transferees and assignees of such property for the duration of the tax relief period, but shall thereafter expire without further affect.

### **§ 10. Application procedure.**

10.1 An owner (or authorized agent, including a prospective purchaser and developer) of a Qualifying Structure who intends to construct, rehabilitate or replace such structure, may submit an application for the Tax Relief to the Town Manager's Office prior to construction, but not after December 31 before the beginning of the tax year for which the exemption is sought. In such cases, the Town Council may anticipatorily grant the exemption, subject to adjustment when the actual increase in Assessed Value becomes known. The applicant shall include the address of the property, a full description of the intended construction, rehabilitation or replacement, any changes in use of the property resulting from the rehabilitation or replacement, and an application fee. The application shall be on a preapproved application form provided by the Town Manager's Office.

10.2 The application for property tax exemption shall not be deemed to be complete and the governing body shall not schedule a hearing on the application as required under RSA 72:83 until all required information has been submitted.

## **§ 11. Application fees.**

11.1 An application fee of \$150, or an amount subsequently adopted by the Town Council, shall be paid at the time of application submission to the Town Manager's Office, made payable to the "Town of Londonderry."

11.2 The applicant shall also be responsible for the reasonable expenses incurred by the municipality in the drafting, review, and recording of the covenant.

## **§ 12. Review and decision by Town officials.**

12.1 Upon receipt of a complete application, the Town Council shall consider the application in the normal course of business and notify the applicant of its decision no later than February 28 before the beginning of the tax year for which the exemption is sought. The Town Council shall determine:

- Whether the structure will be in the Qualifying Area;
- Whether the structure at issue is a Qualifying Structure;
- Whether there is a public benefit to granting the Tax Relief;
- The classification of the project by tier; and
- Within the parameters specified in section 7, above, the specific Tax Relief, if any, to be awarded for the Qualified Structure. The Town Council shall base this determination upon the extent of public benefit demonstrated by the applicant, assigning a higher percentage amount to applicants demonstrating a greater public benefit, and vice versa.

12.2 In determining the existence and extent of a public benefit, the Town Council shall also identify the costs and detriments associated with the proposed development or project, and weigh such factors against any public benefit. Only if the public benefit is found to specifically outweigh any costs and detriments shall the Town Council grant the Exemption.

12.3 After determining the applicable tier, in setting the applicable percentage, the Town Council shall also factor the extent of the public benefit and the costs and detriments associated with the proposed development or project.

12.4 The Town Council may seek assistance from Town officials, legal counsel, boards or commissions in making its determinations, and shall conduct a public hearing.

12.5 After following the procedures established herein, the Town Council may grant the Tax Relief, provided:

- The Town Council finds a public benefit as defined herein; and
- The specific public benefit is preserved through a covenant as set forth above; and
- The Town Council finds that the proposed use is consistent with the applicable master plan, zoning ordinance or development regulations.

12.6 If the Town Council grants the Tax Relief, it shall identify the specific public benefit achieved as defined herein.

12.7 The burden of demonstrating the applicable tier and the public benefit shall be on the applicant. The Town Council or its agents may request such additional or updated information as is necessary to determine eligibility. Should the Town in its discretion determine that third party review or consultation is required, the applicant shall bear the associated cost. *See* RSA 72:83, III. If the Town Council determines that the applicant provided incorrect or false information during the application process or failed to provide information after such a request, the Town Council may refuse to grant the exemption without further inquiry.

12.8 If the Town Council, in its sole discretion, denies the application for Tax Relief, such denial shall be accompanied by a written explanation. The governing body's decision may be appealed either to the Board of Tax and Land Appeals or the Superior Court in the same manner as provided for appeals of current use classification pursuant to RSA 72:83; provided, however, that such denial shall be deemed discretionary and shall not be set aside by the Board of Tax and Land Appeals or the Superior Court except for errors of law or abuse of discretion.

12.9 For the purpose of determining the applicable tier for a Project, the Town Council may assign a reasonable value to factors not yet known or reflected directly in the anticipated valuation of the property after construction, including, but not limited to, significant job creation, and add such assigned value to the anticipated valuation after construction.

### **§ 13. Duration and limitations of property tax incentive program.**

13.1 Pursuant to RSA 72:81, the exemption shall apply only to municipal and local school property taxes assessed by the municipality which shall exclude state education property taxes under RSA 76:3 and county taxes assessed against the municipality under RSA 29:11

13.2 If the municipality completes a revaluation during the period for which an exemption has been granted, the amount of the exemption shall be adjusted by the difference in equalization ratios applicable in the municipality before and after the revaluation. The amount and length of the property tax exemption shall be determined by the Town Council on a per-case basis, by categorizing the project by tier as set forth herein.

13.3 Tax Relief shall not be granted to an applicant who has begun construction. RSA 72:83, I.

13.4 The Town Council may grant waivers from this ordinance where not inconsistent with the purpose and intent of RSA 72:80-83, provided, however, that the Town Council may not waive a provision of this ordinance required by statute.

13.5 The Town may require the submission of an annual update to determine continued eligibility for, and the proper amount of, Tax Relief. The Town Council may conduct an annual hearing to review the update and may adjust the Tax Relief based upon changed conditions. If the Town Council determines that the applicant provided incorrect or false information in an annual update or failed to provide information necessary for an annual update after such a request, the Town Council may terminate the exemption upon notice and an opportunity for the applicant to be heard.



13.6 This ordinance shall expire twenty four (24) months after its passage, unless sooner terminated or extended by vote of the Town Council.

**§ 14. Resumption of full tax liability.**

14.1 Upon expiration of the Tax Relief Period, the property shall be taxed at its market value in accordance with RSA 75:1.

**§ 15. Extent of Tax Relief.**

15.1 Tax Relief granted under this ordinance shall be calculated on the Assessed Value at the time of the commencement of the Tax Relief Period in excess of the Original Assessed Value.

15.2 Tax Relief granted under this ordinance shall pertain only to assessment increases attributable to the construction, rehabilitation or replacement performed under the conditions approved by the Town Council and not to those increases attributable to other factors, including but not limited to market forces.

15.3 Nothing herein shall prohibit an owner from seeking an abatement of the original assessed value prior to any adjustment granted hereunder.

**§ 16. Violations and penalties; enforcement.**

16.1 If the property owner fails to maintain or utilize the building according to the terms of the covenant, or fails to restore, rebuild, or demolish the structure following damage or destruction as provided above, the Town Council shall, after notice and an opportunity to be heard, determine whether and to what extent the public benefit of the Qualified Structure has been diminished and may terminate or reduce the property tax exemption amount and period in accordance with such determination.

16.2 Any tax payment required under this section 16 shall be payable according to the following procedure:

16.2.1 The Commissioner of the Department of Revenue Administration shall prescribe and issue forms to the local assessing officials for the payment due, which shall provide a description of the property, the market value assessment according to RSA 75:1, and the amount payable.

16.2.2 The prescribed form shall be prepared in quadruplicate. The original, duplicate, and triplicate copy of the form shall be given to the collector of taxes for collection of the payment along with a special tax warrant authorizing the collector to collect the payment under the warrant. The quadruplicate copy of the form shall be retained by the local assessing officials for their records.

16.2.3 Upon receipt of the special tax warrant and prescribed forms, the tax collector shall mail the duplicate copy of the tax bill to the owner responsible for the tax as the notice of payment.

16.2.4 Payment shall be due not later than 30 days after the mailing of the bill. Interest at the rate of 18% per annum shall be due thereafter on any amount not paid within the thirty-day period. Interest at 12% per annum shall be charged upon all taxes that would have been due and payable on or before December 1 of each tax year as if no Tax Relief had been granted.

**§ 17. Collection of unpaid taxes.**

17.1 All taxes levied pursuant to RSA 72 which are not paid when due shall be collected in the same manner as provided in RSA 80.

ATTACHMENT A

TIER 1

|   |    |    |    |    |    |    |    |    |    |    |    |
|---|----|----|----|----|----|----|----|----|----|----|----|
| 1 | 40 | 41 | 42 | 43 | 44 | 45 | 46 | 47 | 48 | 49 | 50 |
| 2 | 32 | 33 | 34 | 34 | 35 | 36 | 37 | 38 | 38 | 39 | 40 |
| 3 | 22 | 23 | 24 | 24 | 25 | 25 | 26 | 26 | 27 | 27 | 28 |
| 4 | 13 | 14 | 14 | 14 | 15 | 15 | 15 | 16 | 16 | 16 | 17 |
| 5 | 7  | 7  | 7  | 7  | 7  | 8  | 8  | 8  | 8  | 8  | 8  |

TIER 2

|   |    |    |    |    |    |    |    |    |    |    |    |
|---|----|----|----|----|----|----|----|----|----|----|----|
| 1 | 30 | 31 | 32 | 33 | 34 | 35 | 36 | 37 | 38 | 39 | 40 |
| 2 | 24 | 25 | 26 | 26 | 27 | 28 | 29 | 30 | 30 | 31 | 32 |
| 3 | 17 | 17 | 18 | 18 | 19 | 20 | 20 | 21 | 21 | 22 | 22 |
| 4 | 10 | 10 | 11 | 11 | 11 | 12 | 12 | 12 | 13 | 13 | 13 |
| 5 | 5  | 5  | 5  | 6  | 6  | 6  | 6  | 6  | 6  | 7  | 7  |

# ORDER 2022-09

An order relative to  
**THE LICENSING OF A JUNKYARD PURSUANT TO RSA 236**

---

First Reading: 06/06/2022  
Second Reading: Waived  
Adopted: 06/06/2022

**WHEREAS** Edward Dudek Jr., who resides at 19 Maple Rd, North Hampton, NH, and is the owner of Murray's Auto and Recycling, 55 Hall Rd, Londonderry, NH desires a license to continue operations of said business; and

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

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

---

John Farrell - Chairman  
Town Council

---

Sharon Farrell - Town Clerk

(TOWN SEAL)

**A TRUE COPY ATTEST:**  
**06/06/2022**

# ORDER 2022-10

An Order Relative to

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

---

First Reading: 06/06/22

Second Reading: Waived

Adopted: 06/06/22

***WHEREAS***

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

***WHEREAS***

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

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

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

( TOWN SEAL )

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

***A TRUE COPY ATTEST:***  
***06/06/22***

# RESOLUTION 2022-08

A Resolution Relative to the  
*Acceptance of Unanticipated Revenue Under RSA 31:95-b*

---

First Reading: 06/06/22  
Second Reading: Waived  
Adopted: 06/06/22

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

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

**WHEREAS** the Londonderry Police department has been awarded the Comprehensive Opioid Stimulant and Substance Abuse Site-based Program (COSSAP) for up to \$66,000.00 from the New Hampshire Department of Justice.

**WHEREAS** this grant is for 3 years to support the cost of additional overtime coverage for the Londonderry Police department's officers to conduct follow up and outreach to community members who may be suffering from substance abuse.

**NOW THEREFORE BE IT RESOLVED** by the Londonderry Town Council to accept the grant revenue in the amount of up to \$66,000.00 through the life of the grant award is hereby accepted.

---

John Farrell - Chairman  
Town Council

(TOWN SEAL)

---

Sharon Farrell - Town Clerk

**A TRUE COPY ATTEST:**  
06/06/22

# RESOLUTION 2022-09

A Resolution Relative to the  
*Acceptance of Unanticipated Revenue Under RSA 31:95-b*

---

First Reading: 06/06/22  
Second Reading: Waived  
Adopted: 06/06/22

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

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

**WHEREAS** the Londonderry Police department has been awarded a grant from the New Hampshire Department of Safety's Homeland Security Grant Program in the amount of \$25,000.00 on behalf of the Southern New Hampshire Special Operation Unit (SNHSOU) for the purchase of a Long-Range Acoustic Device, 100x Mag Mount and additional accessories.

**NOW THEREFORE BE IT RESOLVED** by the Londonderry Town Council to accept the grant revenue in the amount of up to \$25,000.00 through the life of the grant award is hereby accepted.

---

John Farrell - Chairman  
Town Council

(TOWN SEAL)

---

Sharon Farrell - Town Clerk

**A TRUE COPY ATTEST:**  
06/06/22

# RESOLUTION 2022-10

A Resolution Relative to the  
*Acceptance of Unanticipated Revenue Under RSA 31:95-b*

---

First Reading: 06/06/22  
Second Reading: Waived  
Adopted: 06/06/22

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

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

**WHEREAS** the Londonderry Police department has been awarded a grant from the New Hampshire Department of Safety's Homeland Security Grant Program in the amount of \$51,176.84 on behalf of the Southern New Hampshire Special Operation Unit (SNHSOU) for the purchase of a night vision equipment.

**NOW THEREFORE BE IT RESOLVED** by the Londonderry Town Council to accept the grant revenue in the amount of up to \$51,176.84 through the life of the grant award is hereby accepted.

---

John Farrell - Chairman  
Town Council

(TOWN SEAL)

---

Sharon Farrell - Town Clerk

**A TRUE COPY ATTEST:**  
06/06/22



# RESOLUTION 2022-11

A Resolution Relative to the  
*Acceptance of Unanticipated Revenue Under RSA 31:95-b*

---

First Reading: 06/06/22  
Second Reading: Waived  
Adopted: 06/06/22

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

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

**WHEREAS** the Londonderry Police department has been awarded a grant from the New Hampshire Department of Safety's Homeland Security Grant Program in the amount of \$67,378.05 on behalf of the Southern New Hampshire Special Operation Unit (SNHSOU) for the purchase of equipment to assist in Search & Rescue operations.

**NOW THEREFORE BE IT RESOLVED** by the Londonderry Town Council to accept the grant revenue in the amount of up to \$67,378.05 through the life of the grant award is hereby accepted.

---

John Farrell - Chairman  
Town Council

(TOWN SEAL)

---

Sharon Farrell - Town Clerk

**A TRUE COPY ATTEST:**  
06/06/22

# ORDER 2022- 11

An Order Relative to  
***WITHDRAWAL OF CABLE EQUIPMENT CAPITAL RESERVE FUNDS***

---

First Reading: 06/06/22  
Second Reading: Waived  
Adopted: 06/06/22

***WHEREAS*** the Town of Londonderry annually receives the sum of \$32,500 for the purposes of supporting PEG access capital funding through its franchise agreement with Comcast; and

***WHEREAS*** the funding received from Comcast is deposited annually into the Cable Equipment Capital Reserve, established by Warrant Article 5 at the 2013 Town Meeting, which appointed the Town Council as agents to expend; and,

***WHEREAS*** the Town of Londonderry and the Londonderry School District have entered into an agreement relative to making a portion of the PEG access capital funding available for the school district's use in providing educational programming; and,

***WHEREAS*** the School District's initial request in July 2021 requested for \$7,477.00 of their \$8,000.00 annual allotment.

***WHEREAS*** the remaining balance of Five hundred Twenty-Three dollars (\$523.00) is being requested for the fiscal year ended June 30, 2021; and,

***WHEREAS*** the sufficient funds are available in the Cable Equipment Capital Reserve,

***NOW THEREFORE BE IT ORDERED*** by the Londonderry Town Council that the Town Treasurer is hereby directed to disburse \$523.00 from the Cable Equipment Capital Reserve Fund for the purpose attached.

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

( TOWN SEAL )

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

***A TRUE COPY ATTEST:***  
06/06/22

**Canon XA45 Camcorder Master Starter Kit. \$2,100.00**

**Camera Bag:** Porta Brace CS-DV1U Mini-DV Camcorder Case (Black with Black String). **\$199.00**

**Camera Tripod:** Manfrotto MVH500A Fluid Drag Video Head with MVT502AM Tripod and Carry Bag **\$379.00**

**Rode Shotgun Mic NTG2 Dual powered. \$259.00**

**Cable for mic \$28.00**

**Camera Total: \$2965.00**

**Blackmagic Design ATEM Mini Extreme for school board meetings**  
**\$995.00**

**Cameras replacement for High School Café**

|   |        |          |                                       |
|---|--------|----------|---------------------------------------|
| 5 | AVIPAS | AV-1281W | 10X PTZ Camera, HDMI/POE White finish |
|---|--------|----------|---------------------------------------|

**5X \$720.00. \$3600.00**

**Camera controller. \$560.00**

**2 -43"TV monitors \$650.00**

**TV Mounts \$190.00**

**Camera cables \$350.00**

**Cable molding. \$120.00**

**Total Café Cameras \$ 5,470.00**

**School District will do install Approx. (\$5,000)**

**Total all items requested \$9,429.00**

# ORDER 2022- 12

An Order Relative to

## WITHDRAWAL OF CABLE EQUIPMENT CAPITAL RESERVE FUNDS

First Reading: 06/06/22

Second Reading: Waived

Adopted: 06/06/22

**WHEREAS** the Town of Londonderry annually receives the sum of \$32,500 for the purposes of supporting PEG access capital funding through its franchise agreement with Comcast; and

**WHEREAS** the funding received from Comcast is deposited annually into the Cable Equipment Capital Reserve, established by Warrant Article 5 at the 2013 Town Meeting, which appointed the Town Council as agents to expend; and,

**WHEREAS** the Town of Londonderry and the Londonderry School District have entered into an agreement relative to making a portion of the PEG access capital funding available for the school district's use in providing educational programming; and,

**WHEREAS** the School District has requested the sum of Eight Thousand Dollars (\$8,000.00) as their annual installment for the fiscal year ended June 30, 2022; and,

**WHEREAS** sufficient funds are available in the Cable Equipment Capital Reserve,

**NOW THEREFORE BE IT ORDERED** by the Londonderry Town Council that the Town Treasurer is hereby directed to disburse \$8,000.00 from the Cable Equipment Capital Reserve Fund for the purpose attached.

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

( TOWN SEAL )

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

**A TRUE COPY ATTEST:**  
06/06/22



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

### **Town Manager's Report – June 6, 2022**

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

- 1. *Community Events and Contacts.*** I met with a resident concerned about water and energy. I met with a resident concerned about the 35 Gilcreast Road transaction. I received an email from a resident opposing the Commercial and Industrial Tax Exemption program and favoring an expansion of the elderly tax exemption. I attended the Leadership Londonderry graduation. I attended Awards Night at the Londonderry Police Department. I attended the volunteer luncheon at the Senior Center.
- 2. *Concerts on the Common.*** Concerts on the Common kicks off on June 6. The Town has been working with Larry Casey and the Arts Council to improve safety, logistics, and handicap access to the common.
- 3. *Town Common.*** As most people are aware, several large trees recently needed to be taken down from the Common for safety reasons. There is now a noticeable void in that area, and nowhere to hang banners. There was a discussion at the Heritage Commission's May 26 meeting about possible short and long-term solutions. A consensus of the Commission supports the Town obtaining a conceptual design for potential options.
- 4. *Lithia Springs.*** The Town is attempting to conserve against development the "Lithia Springs" property on Nashua Road. The transaction will be presented to the Town Council and Conservation Commissions for approval in the coming months.

**5. Water/PFAS.** As the Assistant Town Manager mentioned in her report at the last Town Council Meeting, the State has increased the maximum PFAS Remediation Rebate Program benefit from \$1,500 to \$5,000, and is offering a new option of a maximum \$10,000 rebate to interconnect to municipal water. DES presented the preliminary results of its Phase 2 feasibility study to the Town. The Town is working with DES to hold a public informational meeting to brief the public on such results. The Town now awaits the results of the Cost of Service study authorized by the voters in March. The Assistant Town Manager and I continue to have regular discussions with DES and our state legislators about potential funding sources going forward.

**6. Legislative Update.** On May 26 the House and Senate agreed upon a revised version of SB 401. The bill would make \$927,000 available to Londonderry, on a one-time basis, for road and bridge repair. The bill would also reimburse Londonderry, on a one-time basis, for 7.5% of Londonderry's employer's share of police and fire retirement system contributions. Londonderry advocated for passage of this bill with the Speaker of the House, who should be commended for keeping the people of Londonderry in mind as this bill worked its way through the legislative process.

**7. Department Goals Update.** The Assistant Town Manager and I have now met with every department head to discuss challenges and goals for each department. We will have information for the Council before July 1.

**8. Personnel Changes.** Town Planner Colleen Mailloux's last day with the Town was May 13. The Town is utilizing the services of the Southern New Hampshire Planning Commission to provide planning services while we search for Colleen's successor. The Town has been unsuccessfully attempting to fill two other vacant positions, the Town Solicitor role I previously held, and the Assistant Director of Engineering and Environmental Services. The job market is hampering our efforts. The Engineering position has been re-posted.

After the position was vacant for 10 months, I am pleased to announce we have re-hired Adrienne Summers to serve as Assistant Assessor. Adrienne formerly served as our Assessment Technician, and left the Town in April 2020 to relocate with her family; she recently returned to the area. This is an important step in rebuilding the Assessor's Office.

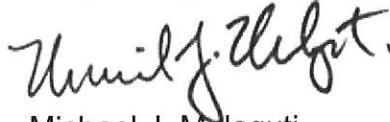
Battalion Chief Kevin Zins retired from the Fire Department on May 25 after 36 years in the fire service. (He began working with the Town when I was seven months old.) Cathy Blash is retiring as Director of Senior Affairs on June 10. Cathy has ably served in this position since July 2013. It will be difficult to replace their experience and dedication to the Town.

**9. Lion's Hall.** We are continuing to communicate productively with the Lions to work through the building and lease issues I have previously discussed. We have offered our assistance in relocating booked events. The Lions have given notice that their lease with the Town will terminate August 5. I responded to a Right to Know request concerning the Town's communications with the Lions and the replacement of the floor.

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

- PD Awards Night Announcement (01-04)
- Veterans' Tax Credit Announcement (05)
- Tombarello Letter (06)
- Eversource Community Grants Email (07)
- Stevens Letter – Every Student Scholarship Funds (08)
- Eversource Vegetation Management Information (09-10)
- County Budget Letter (11)
- Eversource 4A Information (12-13)
- MWW Water Quality Report (14-20)
- Freedom Logistics Community Choice Aggregation Agreement (21-25)
- Lithia Springs Purchase and Sales Agreement (26-31)
- Manchester Water Works Rate Increase (32)

Respectfully submitted,



Michael J. Malaguti  
Town Manager



**CHIEF OF POLICE**  
WILLIAM RYAN HART, JR.

**DEPUTY CHIEF**  
KIM A. BERNARD - OPERATIONS

**DIVISION CAPTAINS**  
PATRICK L. CHEETHAM - SERVICES  
MARK P. MORRISON - PROF. STANDARDS  
TIMOTHY C. O'DONAGHUE - AIRPORT

Londonderry, NH (May 16, 2022): On Monday May 16, 2022, the Londonderry Police held its annual Awards and Recognition Ceremony at our police station. This annual ceremony recognizes not only the outstanding work the officers and employees do throughout the year, but also the new hires and promotions that took place in the calendar year 2021. Below is a list of all those who received recognition.

**Retirees:**

Building Maintenance Supervisor Mike Cousins, Officer Kristen Gore, Sergeant Dan Hurley, Officer Adam King, Detective Tara Koski, Officer Adam Lane, Officer Bill Megarry, Sergeant Nick Pinardi, and Officer Shannon Sargent,

**Unsworn New Hires:**

- Francis Valente
- TCO Sophie Bartlett
- Prosecutor Chelsea Pande

**Sworn New Hires:**

- Officer Johanna Phan
- Officer Brittany Reitze
- Officer Nathan Slack
- Officer Kenneth Morales
- Officer Sydney Delforte
- Officer Sarah Sabella
- Officer Trevor Guay
- Officer Keeley Bartolini
- Officer Joshua Martin
- Officer Brandon Gauthier
- Officer Bryan Janeczko

**Promotions:**

- Officer Andrew Phillips to Detective
- Officer Justin Hallock to Sergeant
- Officer Eric Arel to Sergeant
- Captain Kim Bernard to Deputy Chief
- Lieutenant Mark Morrison to Captain
- Sergeant Timothy O' Donaghue to Captain
- Detective Jonathan Cruz to Sergeant





**CHIEF OF POLICE**  
WILLIAM RYAN HART, JR.

**DEPUTY CHIEF**  
KIM A. BERNARD - OPERATIONS

**DIVISION CAPTAINS**  
PATRICK L. CHEETHAM - SERVICES  
MARK P. MORRISON - PROF. STANDARDS  
TIMOTHY C. O'DONAGHUE - AIRPORT

- Officer Corey Ford to Detective
- Officer Marvin Alfaro to Detective

**Recognition of New Assignments:**

- Southern New Hampshire Special Operations Unit: Detective Corey Ford, K9 Officer Rafael Ribeiro, Officer Ryan Maclean, Officer Anthony Marciano
- Officer Matthew Morin to K9 Officer

**Special Recognition:**

- Londonderry ALERT for their assistance with locating a missing elderly woman on West Rd.

**Commendation Bar for Honorable Service:**

- Deputy Chief Kim Bernard 20 years of service
- Lieutenant Ryan Kearney 20 years of service

**Commendation Bar for Military Service:**

- Officer Joshua Martin: United States Army
- Officer Nathan Slack: United States Marine Corps.
- Officer Kenneth Morales: United States Army
- Officer Johanna Phan: United States Army

**Letter of Recognition:**

- TCO Megan Moran for her role in assisting with an escaped prisoner at Parkland Medical Center.

**Letter of Commendation:**

- Lieutenant Jason Teufel and K9 Officer Rafael Ribeiro for their role in LPD getting a second K9 and creating a K9 Unit.

**Letter of Commendation:**

- Officer Cameron Verrier and Sergeant Timothy Moran for their response to a bomb threat at MHT.

**Letter of Commendation:**

- SRO Dan Perry, SRO Mike Tufo, SRO Sean Benoit for the positive impact they have continued to create in our schools and community since being assigned to the role.



**CHIEF OF POLICE**  
WILLIAM RYAN HART, JR.

**DEPUTY CHIEF**  
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MARK P. MORRISON - PROF. STANDARDS  
TIMOTHY C. O'DONAGHUE - AIRPORT

### **Letter of Commendation:**

- Officer Emily Dyer for her role in rendering aid to an injured woman by applying 2 tourniquets, preventing further injury.

### **Distinguished Unit Bar:**

- Sergeant Jason Archambault, Officer Anthony Marciano, Officer Rafael Ribeiro, Officer Paul Mueller, Officer Matthew Morin for their role in quickly locating a person suffering from a self-induced overdose in an attempted suicide. It was later determined that the subject would very likely had passed away had it not been for the quick actions of the officers.

### **Meritorious Service Bar:**

- Sergeant Justin Hallock, Officer Tyler MacDonald, Officer Nathan Slack for their apprehension of a violent suspect wanted for multiple felonies, reportedly armed with a gun, and threatening "suicide by cop."

### **Distinguished Unit Bar:**

- Sergeant James Freda, Officer Sean Benoit, Officer George Mottram, Officer Timon Aikawa, Sergeant Jonathan Cruz for their roles in the apprehension of a group responsible for a rash of motor vehicle break ins and car theft.

### **Commendation Bar for Chief's Achievement:**

- Officer Shaun Goodnow
- Administrative Secretary Suzanne Hebert

### **Civilian of the Year:**

- Tele-Communications Coordinator Cory Nader

Cory Nader has been with the Londonderry Police Department since November of 2014 when he was hired as a Tele-Communications Operator. He was born and raised right here in Londonderry. Cory currently holds the position of Tele-Communications Coordinator. Some of his duties include scheduling, handling of our NCIC, radio maintenance, and dispatching. Cory has truly been an asset to both our agency and the community since he was hired.

### **Officer of the Year:**

- Officer Daniel Perry

Officer Daniel Perry has been with the Londonderry Police Department since December of 2006. Prior to being hired, Officer Perry served in the United States

268A MAMMOTH ROAD, LONDONDERRY, NH 03053

(603) 432-1118

FAX: (603) 432-1117

[www.londonderrynhpd.gov](http://www.londonderrynhpd.gov)

*"Expect Excellence"*



**CHIEF OF POLICE**  
WILLIAM RYAN HART, JR.

**DEPUTY CHIEF**  
KIM A. BERNARD - OPERATIONS

**DIVISION CAPTAINS**  
PATRICK L. CHEETHAM - SERVICES  
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TIMOTHY C. O'DONAGHUE - AIRPORT

Marine Corps. From 1997 – 2006. Officer Perry attended the 142<sup>nd</sup> New Hampshire Police Academy, where he was immediately recognized as a leader. Officer Perry provides a valuable veteran presence to any shift he works. He is currently assigned as the School Resource Officer to our elementary schools and the Moose Hill School where he takes great pride in his ability to interact with the youth of Londonderry on a daily basis.

If there are any further questions, please contact Sergeant Chris Olson at 603-432-1118 or via email at [colson@londonderrynhpd.gov](mailto:colson@londonderrynhpd.gov) .

###



**Town of Londonderry, New Hampshire**

John Farrell, Town Council Chair  
Michael Malaguti, Town Manager

May 31, 2022

**FOR IMMEDIATE RELEASE  
REGARDING AN INCREASE IN VETERANS' TAX CREDITS**

At its May 9, 2022 meeting, the Londonderry Town Council adopted Resolution 2022-06, increasing the annual "Optional Veterans' Tax Credit" and the "All Veterans' Tax Credit" from \$500 to \$750. For those already receiving these credits, the additional \$250 tax credit will be reflected in the December 2022 tax bill, and will reduce recipients' tax obligation for the 2022 tax year by an additional \$250. For new applicants, these credits will be reflected following an approved application, in the usual course according to the timing of the application.

# Rockingham County

Thomas Tombarello, Chair  
Brian Chirichiello, Vice Chair  
Kate Coyle, Clerk  
commissioners@co.rockingham.nh.us



Board of Commissioners  
119 North Road  
Brentwood, NH 03833  
Telephone: 603-679-9350  
Facsimile: 603-679-9354  
www.co.rockingham.nh.us

May 18, 2022

Town Administrator  
Town of Londonderry  
Londonderry, NH

Re: Redistricting County Commissioners

To the Londonderry Town Administrator,

I have recently been appointed to represent your town as your County Commissioner due to redistricting, and I would like to take this opportunity to introduce myself. I have been a Rockingham County Commissioner since 2012 and I have been meeting with your former County Commissioners on a weekly basis since being elected. I am somewhat familiar with what's going on in your town, but I would like to meet with you and get to know the people that take care of a town that I haven't worked with before. If there are any concerns or issues your town may be dealing with, I would like the chance to become part of the solution.

Please call or email my Executive Assistant, Leila Mattila to schedule a time that I may come to say hello, or if you prefer, just a phone call or Zoom meeting. You can reach Leila on her direct line at 603-679-9350, Monday through Friday, 8:30am to 4:30pm, or email [lmattila@co.rockingham.nh.us](mailto:lmattila@co.rockingham.nh.us). I look forward to meeting you.

Warmest Regards,

A handwritten signature in black ink that reads "Thomas Tombarello". The signature is written in a cursive, flowing style.

Thomas Tombarello  
Chair, Rockingham County Board of Commissioners

# [SPAM]Eversource Community Impact Grants

Creer, David J <david.creer@eversource.com>

Fri 5/13/2022 9:36 AM

To: Creer, David J <david.creer@eversource.com>;

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Good morning,

I'm reaching out today to inform you about Eversource's Community Impact Grants and hope that you will help spread the word among non-profit organizations in your communities.

Community Impact Grants provide funding for local 501(c)(3) organizations that support basic human needs, education, environmental stewardship, diversity, equity and inclusion, and economic development. These grants range from \$500 to \$2,500.

We review applications on a rolling basis, but ask that submissions are entered at least 90 days before funding is needed. Here is the link to our website that has more information on the [Community Impact Grant Program](#).

Please let me know if you know of any local organizations in your community that would benefit from these grants or encourage them to apply on our Community Impact Grant Program website at the above link.

Thank you and have a great weekend!

**David Creer**

**EVERSOURCE**

Community Relations Specialist

[David.Creer@eversource.com](mailto:David.Creer@eversource.com)

(413) 441-2000

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**The Executive Council of the State of New Hampshire**  
State House, 107 North Main Street, Concord, NH 03301

JANET L. STEVENS  
EXECUTIVE COUNCIL  
DISTRICT THREE

TO: FAMILIES & EDUCATION ADVOCATES  
DATE: May 10, 2022  
RE: YES, EVERY STUDENT Scholarship Funds Still Available  
FROM: **Executive Councilor Janet Stevens, District Three**

**The Yes, Every Student is a scholarship program** - administered by the New Hampshire Department of Education - is intended to support families and others whose educational pathways were adversely impacted by COVID and provide expanded learning opportunities. **Scholarships up to \$1,000 are still available – I would encourage all to apply ASAP.**

**Eligible students:** All public, private and non-public school-age students who reside in New Hampshire.

**Scholarship amount:** \$1,000 for supplemental services

**Eligible uses and education providers:** Tutoring provided by NHDOE-certified educators and special education therapies and services provided by NHDOE-certified special education teachers or licensed therapists.

Please see the link below for online application and additional information for Yes, Every Student.

<https://yeseducation.nh.gov/?fbclid=IwAR1QKINvy4ILjl5yN18QiWGsiNNmWuu0iJZ-VTZU2TaD2Ky06MaL6tCYatM>

JANET L. STEVENS P.O. BOX 687 RYE, NH 03870  
JANET.L.STEVENS@NH.GOV CONCORD OFFICE: 603.271.3632 CELL: 603.436.1645

## Michael Malaguti

---

**From:** Creer, David J <david.creer@eversource.com>  
**Sent:** Saturday, May 28, 2022 12:46 AM  
**To:** Michael Malaguti; Darren O'Brien; John Trottier  
**Subject:** Vegetation Management Town Scorecard  
**Attachments:** Londonderry Town Scorecard.pdf

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

To our Community Partners:

Trees are a beautiful and treasured feature of New Hampshire's landscape, but they also can cause devastating damage when strong storms tear through the state. Because trees are the number one cause of power outages for our customers and public safety issues in our communities, it's critical that we balance the many benefits that trees provide with the need for safe and reliable power.

That's why we've developed a Vegetation Management Town Scorecard to measure the value of our proactive tree work across the state. Our goal is to provide a visual and accessible overview of reliability and the state of our vegetation management efforts in your town.

The scorecard includes important data including reliability data for Eversource customers related to vegetation and the number of emergency calls/blocked roads caused by trees during 2021.

We understand the important role trees play in our communities. At the same time, we're committed to meeting customer expectations on reliability. We need reliable power and appreciate the opportunity to ensure the safety of our communities.

If you have any questions regarding Eversource's Vegetation Management program, please contact me.

Sincerely,

**David Creer**

**EVERSOURCE**

Community Relations Specialist

[David.Creer@eversource.com](mailto:David.Creer@eversource.com)

(413) 441-2000

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# EVERSOURCE

LONDONDERRY



## DISTRIBUTION TREE & RELIABILITY



TOTAL MILES SCHEDULED

**113.8**

TOWN TOTAL

**138.2**

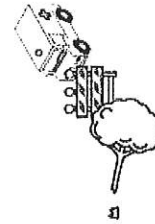


BACKBONE MILES SCHEDULED

**29.5**

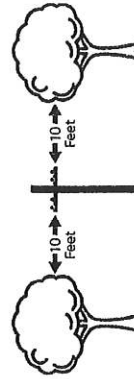
TOWN TOTAL

**34.4**



EMERGENCY CALLS

**62**



Eversource Backbone Trimming Standard

## TREE RELIABILITY 2021

CUSTOMERS SERVED

**11,990**

PERCENT TREE-RELATED OUTAGES

**32%**

OUTAGES

**626**

CUSTOMERS IMPACTED

**24,991**

MINUTES CUSTOMERS IMPACTED

**3,099,357**

# Rockingham County



Thomas Tombarello, Chair  
Brian Chirichiello, Vice Chair  
Kate Coyle, Clerk  
commissioners@co.rockingham.nh.us

Board of Commissioners  
119 North Road  
Brentwood, NH 03833  
Telephone: 603-679-9350  
Facsimile: 603-679-9354  
www.co.rockingham.nh.us

May 10, 2022

To: The Members of the Rockingham County Delegation, the 36 Chair-Board of Selectmen of Rockingham County, Mayor-City of Portsmouth, and the Secretary of State.

Re: Rockingham County Fiscal Year 2023 Proposed Budget

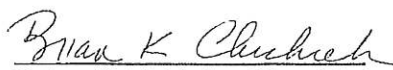
Enclosed please find a copy of the *revised* Rockingham County Commissioner's Fiscal Year 2023 Proposed Budget. The previous version was mailed on Monday, May 2, 2022, in time for the public hearing that was held on Friday, May 6, 2022. At that hearing, a few changes were adopted. This revised copy will reflect those changes as follows;

1. +\$19,500 Outside Detail wages (15104000-51150)
2. +\$1,000 Deeds Office Supplies (14100000-53400)
3. -\$1,000 Deeds Service Contracts (14100000-53600)
4. +\$17,500 IT Telephone (11300001-53000)  
+\$37,000 total appropriations + \$91,624,191 = \$91,661,191 revised BOC proposed total FY 2023 appropriations
5. +\$19,500 Outside Detail revenues (15100000-30226)
6. Revised Total Revenues now equal \$81,294,794.
7. +\$17,500 Unreserved Fund Balance (10000000-33030) for a revised amount of \$10,366,397
8. Revised Total Fund Balance amount is \$10,366,397

There was also the reordering of the amounts for Nursing Department Buyout (11702000-51400), Longevity (11702000-51401) and Compensated Absences (11702000-51004), to be in alignment with the actual payroll projections and Munis Budget Central module.

Best Regards,

  
Thomas Tombarello, Chair

  
Brian Chirichiello, Vice Chair

  
Kathryn Coyle, Clerk

Enclosure: Revised copy of the Rockingham County Board of Commissioner's proposed Fiscal Year 2023 budget.

May 4, 2022

Dear Neighbor,

As part of our everyday effort to deliver reliable energy to our customers and communities, we are preparing for an upcoming project in your community. Eversource Energy is rebuilding a section of line at the request of the New Hampshire Department of Transportation (NHDOT) to accommodate a new exit being built off of Interstate 93 in Londonderry, NH.

### **We're Always Working to Serve You Better**

Working in partnership with the New Hampshire Department of Transportation (NHDOT), NHDOT has identified the need to relocate a section of existing power line in Londonderry, N.H., to accommodate a new Interstate 93 exit 4A Project.

### **What You Can Expect**

This project includes tree clearing and constructing new section of power line corridor accommodate the installation of 11 new and replacement structures and wire between Trolley Car Lane and Madden Road. Existing wooden structures will be replaced with new steel structures, wire, and hardware. Once the new structures are installed, Eversource and our contractors will remove the old structures from the existing power line corridor.

We are in the process of identifying any local, state, and federal permits necessary in support of this project and will work to obtain those permits over the next several months. Also, in the coming months, Eversource, through its contractors, will be performing field work within the power line corridor in your area. This work may include soil and other inspections, engineering and environmental surveying, data collection, drone surveys, and identification and/or maintenance of access roads. All people working on this project will carry identification.

After securing required permits, tree clearing and line construction is expected to begin in August 2022. Please keep in mind that the schedule may change due to NHDOT project changes, weather or other unexpected circumstances.

### **Health and Safety Is Our Top Priority**

Please know that Eversource remains committed to prioritizing public health as well as the health of employees and contractors. All Eversource personnel follow applicable health and safety guidelines to help prevent the spread of COVID-19.

### **For More Information**

Keeping the lines of communication open is important to us. We would like to connect with you to discuss the project, as well as obtain the best contact phone number and/or e-mail address to reach you moving forward.

Please contact Samuel Rice at [Samuel.rice1@eversource.com](mailto:Samuel.rice1@eversource.com) to provide that information or to discuss the project. You can also contact our projects hotline at 1-888-926-5334 or send an email to [NHProjectsInfo@eversource.com](mailto:NHProjectsInfo@eversource.com). Eversource is committed to being a good neighbor and doing our work with respect for you and your property. We will provide project notifications via mailings, phone calls, and/or emails. Thank you for your patience as this important project moves forward.



PO Box 330  
Manchester, NH 03105-0330

Sincerely,

A handwritten signature in cursive script that reads "Samuel Rice".

Samuel Rice  
Eversource Project Services

# ANNUAL WATER QUALITY REPORT

Reporting Year 2021



*Presented By*  
**Manchester Water Works**

PWS ID#: NH1471010



## We've Come a Long Way

Once again, we are proud to present our annual water quality report covering the period between January 1 and December 31, 2021. In a matter of only a few decades, drinking water has become exponentially safer and more reliable than at any other point in human history. Our exceptional staff continues to work hard every day—at all hours—to deliver the highest-quality drinking water without interruption. Although the challenges ahead are many, we feel that by relentlessly investing in customer outreach and education, new treatment technologies, system upgrades, and training, the payoff will be reliable, high-quality tap water delivered to you and your family.

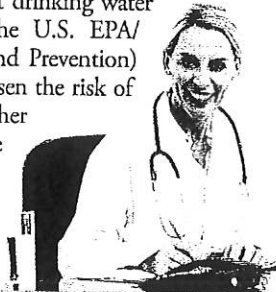
### Where Does My Water Come From?

Since 1874, Lake Massabesic has served as the water supply for Manchester and portions of six surrounding communities. Recently, we began serving communities to the south and east of Manchester including portions of Salem, Hampstead, and Atkinson. In order to satisfy stringent state and federal drinking water regulations, the lake water is purified at Manchester's Water Treatment Plant. This facility was completed in 1974 and has since been routinely updated with state-of-the-art equipment to improve quality control and operational efficiency and was significantly upgraded in 2003-06. Located adjacent to Lake Massabesic, the plant treats all of the city's water before it is pumped into a 500-mile piping network for distribution to homes and industries.

In the near future (approximately 2023), water from the Merrimack River will provide a much needed additional supply for our customers. We began construction of a new water treatment facility located in Hooksett, NH in 2021 to produce water that meets or exceeds the high level of quality leaving our Lake Massabesic plant.

### Important Health Information

Some people may be more vulnerable to contaminants in drinking water than the general population. Immunocompromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants may be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. The U.S. EPA/CDC (Centers for Disease Control and Prevention) guidelines on appropriate means to lessen the risk of infection by cryptosporidium and other microbial contaminants are available from the Safe Drinking Water Hotline at (800) 426-4791 or online at: <http://water.epa.gov/drink/hotline>.



“  
When the well is dry, we  
know the worth of water.

—Benjamin Franklin

”

### Substances That Could Be in Water

To ensure that tap water is safe to drink, the U.S. EPA prescribes regulations limiting the amount of certain contaminants in water provided by public water systems. U.S. Food and Drug Administration regulations establish limits for contaminants in bottled water, which must provide the same protection for public health. Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of these contaminants does not necessarily indicate that the water poses a health risk.

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally occurring minerals, in some cases, radioactive material, and substances resulting from the presence of animals or from human activity. Substances that may be present in source water include:

Microbial Contaminants, such as viruses and bacteria, which may come from sewage treatment plants, septic systems, agricultural livestock operations, or wildlife;

Inorganic Contaminants, such as salts and metals, which can be naturally occurring or may result from urban stormwater runoff, industrial or domestic wastewater discharges, oil and gas production, mining, or farming;

Pesticides and Herbicides, which may come from a variety of sources such as agriculture, urban stormwater runoff, and residential uses;

Organic Chemical Contaminants, including synthetic and volatile organic chemicals, which are by-products of industrial processes and petroleum production and may also come from gas stations, urban stormwater runoff, and septic systems;

Radioactive Contaminants, which can be naturally occurring or may be the result of oil and gas production and mining activities.

For more information about contaminants and potential health effects, call the U.S. EPA's Safe Drinking Water Hotline at (800) 426-4791.

### QUESTIONS?

For more information about this report, or for any questions relating to your drinking water, please call David G. Miller, P.E., Deputy Director, Water Supply, at (603) 792-2851 or by email at: [dmiller@manchesternh.gov](mailto:dmiller@manchesternh.gov).

# Water Treatment Process

## Raw Water Pumping

Raw water from Lake Massabesic is conveyed through a 60-inch high density polyethylene pipeline intake that extends 430 feet from the shoreline into a low lift pump station constructed in 1997. The original intake and pump station, built in 1906 and renovated for raw water service in 1974, is maintained for redundancy. A combination of four variable-speed pumps delivers raw water through a 48-inch pipeline to the rapid mix chambers. This pipeline is equipped with a soda ash feed point where pH and alkalinity are adjusted prior to coagulation.



## Rapid Mixing/Coagulation

In the rapid mix chamber, the primary treatment chemical aluminum sulfate, is added to begin the process of coagulation. Two rapid mix chambers are configured in series with the capability of adding the coagulants into either or both chambers. High-speed mixers ensure complete dispersion of these chemicals enabling them to react with the natural dissolved and particulate matter in the water, causing them to collide and form larger particles.

## Flocculation

Flow from the rapid mix chambers is distributed evenly into each of the four flocculation basins. The flocculation basins are configured in two stages separated by a baffle wall, with the second stage mixers set at a slightly slower speed than the first stage mixers.

## Sedimentation

The sedimentation process is achieved by allowing the water to flow slowly through a long, deep, quiescent basin that allows sufficient time for the floc particles to settle to the bottom forming sludge, a treatment process by-product. Sludge is periodically removed by isolating one of the four parallel basins each week, decanting, and pumping the sludge layer to a lagoon where it is eventually dried and moved to a permitted landfill.

## Intermediate Ozone

Settled water flows into an intermediate pump station where it is lifted into the ozone contact chambers. Ozone is a powerful oxidant and disinfectant that removes color, taste, and odor, along with killing or inactivating harmful organisms in the water. Ozone is generated on-site by passing a high-voltage electric current across a dielectric discharge gap through a pure oxygen stream. A combination of three, 500-pound-per-day ozone generators produces the required ozone gaseous stream that is injected into each of four ozone contact chambers through fine bubble diffusers. The contact chambers provide the necessary time for completion of the ozone reaction. Residual (excess) ozone is removed from the water by applying sodium bisulfite prior to exiting the contact chambers and continuing on to the filters. Excess ozone gas that accumulates above the ozone contact chambers is removed under vacuum through a thermal-catalytic ozone destruct process and vented to atmosphere.

## Granular Activated Carbon Filtration

Following intermediate ozone, the water passes through one of eight deep-bed granular activated carbon (GAC) filters. Each filter contains six feet of biologically active media that completes the physical removal process.

## Chemical Addition

After filtration, sodium hypochlorite is added before, and aqueous ammonia is added into the hydraulic control structure in a closely controlled ratio (approximately 4.5 parts chlorine to 1 part ammonia) to form monochloramine. Monochloramine is a residual disinfectant that prevents bacterial growth as water travels throughout the distribution system. Soda ash is added once again to raise the pH to prevent pipe corrosion and provide additional alkalinity. Phosphoric acid is also added for corrosion control. Finally, fluorosilicic acid is added for dental protection.

## Clearwell and Finished Water Pumping

From the hydraulic control structure, water flows into a 700,000 gallon clearwell and finished water pumping station. A series of seven vertical turbine pumps (three for the Low Service pressure zone and four for the High Service pressure zone) lifts finished water into the distribution system.





## Partnership for Safe Water

Manchester Water Works (MWW) became a charter member of the Partnership for Safe Water in 1995, and through volunteer efforts, helped shape the framework for how self-assessment and optimization guidance could be promoted and embraced nationally by utilities in the wake of the 1993 Milwaukee *cryptosporidium* crisis. As an active utility member, the importance and significance of the Partnership was embraced as a natural fit for MWW as we continued striving to provide the safest and highest water quality possible for our customers. A focus on achieving, maintaining, and/or exceeding Partnership goals became a critical measuring stick for ongoing improvements and utility growth going forward.

Manchester's Phase III Self-Assessment report was submitted to the Partnership in late 2001 and we received the Phase III Director's Award in August 2002. MWW continued to collect and report annual Partnership data over the next decade with an eye on Phase IV - Excellence in Water Treatment. In July 2011, our team submitted the Phase IV - Excellence in Water Treatment application demonstrating and detailing our path to optimization. MWW received notice in January 2012 that the Lake Massabesic Water Treatment Plant would be recognized as just the eleventh facility in the nation to achieve Phase IV status, a status we proudly maintain today.

David G. Miller, P.E.

Deputy Director, Manchester Water Works

## Community Participation

You are invited to attend our Water Board meetings and participate in discussions about your drinking water. A schedule of meeting times is posted on our website at: [www.manchesternh.gov/wtr](http://www.manchesternh.gov/wtr). Please call our office at (603) 792-2803 to confirm your intent to attend.

## What are PFAS?

Per- and polyfluoroalkyl substances (PFAS) are a group of manufactured chemicals that have been used worldwide since the 1950s to make fluoropolymer coatings and products that resist heat, oil, stains, grease, and water. During production and use, PFAS can migrate into the soil, water, and air. Most PFAS do not break down; they remain in the environment, ultimately finding their way into drinking water. Because of their widespread use and their persistence in the environment, PFAS are found all over the world at low levels. Some PFAS can build up in people and animals with repeated exposure over time.

The most commonly studied PFAS are perfluorooctanoic acid (PFOA) and perfluorooctane sulfonic acid (PFOS). PFOA and PFOS have been phased out of production and use in the United States, but other countries may still manufacture and use them.

Some products that may contain PFAS include:

- Some grease-resistant paper, fast food containers/wrappers, microwave popcorn bags, pizza boxes
- Nonstick cookware
- Stain-resistant coatings used on carpets, upholstery, and other fabrics
- Water-resistant clothing
- Personal care products (shampoo, dental floss) and cosmetics (nail polish, eye makeup)
- Cleaning products
- Paints, varnishes, and sealants

Even though recent efforts to remove PFAS have reduced the likelihood of exposure, some products may still contain them. If you have questions or concerns about products you use in your home, contact the Consumer Product Safety Commission at (800) 638-2772. For a more detailed discussion on PFAS, please visit: <https://www.atsdr.cdc.gov/pfas/index.html>.

## Lead in Home Plumbing

If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. We are responsible for providing high-quality drinking water, but we cannot control the variety of materials used in plumbing components. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using water for drinking or cooking. If you are concerned about lead in your water, you may wish to have your water tested. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline at (800) 426-4791, or online at: [www.epa.gov/safewater/lead](http://www.epa.gov/safewater/lead).



## Source Water Assessment

In compliance with a federal mandate, the NH Department of Environmental Services performed a Source Water Assessment of Lake Massabesic in September of 2002. The assessment looked at the drainage area for the lake and ranked its vulnerability to contamination. Lake Massabesic received four "high" and four "medium" vulnerability ratings, while it ranked at "low" vulnerability for five additional categories. Concern was raised over the detection of MTBE, now prohibited, which came from reformulated gasoline. Concern was also raised over Potential Contamination Sources (PCSs) on the watershed, such as highways. Overall, the report presents a positive picture of Manchester's water source and its condition. While Manchester Water Works has done its best to protect Lake Massabesic, we understand more than ever that we rely heavily upon the standards and practices of each citizen and each community on the watershed for their continued efforts to preserve this precious resource.

The complete Assessment Report is available for review at our website or at the NH DES Drinking Water Source Water Assessment page at: <https://des.nh.gov/sites/g/files/chbemt341/files/documents/manchester.pdf>.



## Safeguard Your Drinking Water

Protection of drinking water is everyone's responsibility. You can help protect your community's drinking water source in several ways:

- Eliminate excess use of lawn and garden fertilizers and pesticides – they contain hazardous chemicals that can reach your drinking water source.
- Pick up after your pets.
- If you have your own septic system, properly maintain it to reduce leaching to water sources, or consider connecting to a public water system.
- Dispose of chemicals properly; take used motor oil to a recycling center.
- Volunteer in your community. Find a watershed or wellhead protection organization in your community and volunteer to help. If there are no active groups, consider starting one. Use U.S. EPA's Adopt Your Watershed to locate groups in your community.
- Organize a storm drain stenciling project with others in your neighborhood. Stencil a message next to the street drain reminding people: "Dump No Waste – Drains to River" or "Protect Your Water." Produce and distribute a flyer for households to remind residents that storm drains dump directly into your local water body.



## BY THE NUMBERS

The number of Americans who receive water from a public water system.

**300**  
MILLION

**1**  
MILLION

The number of miles of drinking water distribution mains in the U.S.

The number of gallons of water produced daily by public water systems in the U.S.

**34**  
BILLION

**135**  
BILLION

The amount of money spent annually on maintaining the public water infrastructure in the U.S.

The number of active public water systems in the U.S.

**151**  
THOUSAND

**199**  
THOUSAND

The number of highly trained and licensed water professionals serving in the U.S.

The age in years of the world's oldest water, found in a mine at a depth of nearly two miles.

**2**  
BILLION

## Test Results

We are pleased to report that your drinking water meets or exceeds all federal and state requirements.

Our water is monitored for many different kinds of substances on a very strict sampling schedule. And, the water we deliver must meet specific health standards. Here, we only show those substances that were detected in our water (a complete list of all our analytical results is available upon request). Remember that detecting a substance does not mean the water is unsafe to drink; our goal is to keep all detects below their respective maximum allowed levels.

The State recommends monitoring for certain substances less than once per year because the concentrations of these substances do not change frequently. In these cases, the most recent sample data are included, along with the year in which the sample was taken.

Your public water supply is fluoridated. According to the Centers for Disease Control and Prevention, if your child under the age of 6 months is exclusively consuming infant formula reconstituted with fluoridated water, there may be an increased chance of dental fluorosis. Consult your child's health care provider for more information.

### REGULATED SUBSTANCES

| SUBSTANCE (UNIT OF MEASURE)                                 | YEAR SAMPLED | MCL (MRDL)                         | MCLG (MRDL) | AMOUNT DETECTED | RANGE LOW-HIGH | VIOLATION | TYPICAL SOURCE  |
|---|--------------|------------------------------------|-------------|-----------------|----------------|-----------|---|
| Barium (ppm)  | 2021         | 2                                  | 2           | 0.012           | 0.009-0.016    | No        | Discharge of drilling wastes; Discharge from metal refineries; Erosion of natural deposits                                |
| Bromate (ppb)   | 2021         | 10                                 | 0           | 0.5             | 0-1.1          | No        | By-product of drinking water disinfection   |
| Chloramines (ppm)   | 2021         | [4]                                | [4]         | 2.65            | 2.44-2.83      | No        | Water additive used to control microbes   |
| Chlorine (ppm)  | 2021         | [4]                                | [4]         | 1.4             | 1.18-1.67      | No        | Water additive used to control microbes   |
| Fluoride (ppm)  | 2021         | 4                                  | 4           | 0.69            | 0.55-0.78      | No        | Erosion of natural deposits; Water additive which promotes strong teeth; Discharge from fertilizer and aluminum factories |
| Haloacetic Acids [HAA5]-Stage 2 (ppb)                       | 2021         | 60                                 | NA          | 3.67            | 1.5-10.8       | No        | By-product of drinking water disinfection   |
| Nitrite (ppm)   | 2021         | 1                                  | 1           | 0.046           | 0-0.437        | No        | Runoff from fertilizer use; Leaching from septic tanks, sewage; Erosion of natural deposits                               |
| TTHMs [Total Trihalomethanes]-Stage 2 (ppb)                 | 2021         | 80                                 | NA          | 2.93            | 1.6-4.2        | No        | By-product of drinking water disinfection   |
| Total Organic Carbon <sup>1</sup> (ppm)                     | 2021         | TT                                 | NA          | 1.67            | 1.44-2.14      | No        | Naturally present in the environment  |
| Turbidity <sup>2</sup> (NTU)                                | 2021         | TT                                 | NA          | 0.046           | 0.02-0.046     | No        | Soil runoff   |
| Turbidity (Lowest monthly percent of samples meeting limit) | 2021         | TT = 95% of samples meet the limit | NA          | 100             | NA             | No        | Soil runoff   |

### Tap water samples were collected for lead and copper analyses from sample sites throughout the community

| SUBSTANCE (UNIT OF MEASURE) | YEAR SAMPLED | AL  | MCLG | AMOUNT DETECTED (90TH %ILE) | SITES ABOVE AL/TOTAL SITES | VIOLATION | TYPICAL SOURCE   |
|-----------------------------|--------------|-----|------|-----------------------------|----------------------------|-----------|--|
| Copper (ppm)                | 2021         | 1.3 | 1.3  | 0.051                       | 0/44                       | No        | Corrosion of household plumbing systems; Erosion of natural deposits |
| Lead (ppb)                  | 2021         | 15  | 0    | 0.001                       | 0/44                       | No        | Corrosion of household plumbing systems; Erosion of natural deposits |

## SECONDARY SUBSTANCES

| SUBSTANCE (UNIT OF MEASURE) | YEAR SAMPLED | SMCL    | MCLG | AMOUNT DETECTED | RANGE LOW-HIGH | VIOLATION | TYPICAL SOURCE  |
|-----------------------------|--------------|---------|------|-----------------|----------------|-----------|---|
| Aluminum (ppb)              | 2021         | 200     | NA   | 25.5            | 21-50          | No        | Erosion of natural deposits; Residual from some surface water treatment processes   |
| Chloride (ppm)              | 2021         | 250     | NA   | 53.25           | 51-55          | No        | Runoff/leaching from natural deposits   |
| Color (Units)               | 2021         | 15      | NA   | 0               | 0-1            | No        | Naturally-occurring organic materials   |
| Fluoride (ppm)              | 2021         | 2.0     | NA   | 0.69            | 0.55-0.78      | No        | Erosion of natural deposits; Water additive which promotes strong teeth; Discharge from fertilizer and aluminum factories |
| Manganese (ppb)             | 2021         | 50      | NA   | 8               | 2-11           | No        | Naturally present in the environment  |
| pH (Units)                  | 2021         | 6.5-8.5 | NA   | 7.96            | 7.59-8.16      | No        | Naturally occurring   |
| Silver (ppb)                | 2021         | 100     | NA   | 1.8             | 0-1.8          | No        | Industrial discharges   |
| Sulfate (ppm)               | 2021         | 250     | NA   | 18.5            | 16-23          | No        | Runoff/leaching from natural deposits; Industrial wastes  |
| Zinc (ppm)                  | 2021         | 5       | NA   | 0.0011          | 0.001-0.0013   | No        | Runoff/leaching from natural deposits; Industrial wastes  |

## UNREGULATED SUBSTANCES

| SUBSTANCE (UNIT OF MEASURE) | YEAR SAMPLED | AMOUNT DETECTED | RANGE LOW-HIGH | TYPICAL SOURCE             |
|-----------------------------|--------------|-----------------|----------------|----------------------------|
| Sodium (ppm)                | 2021         | 45.9            | 41.1-49.6      | Winter deicing of roadways |

## OTHER SUBSTANCES

| SUBSTANCE (UNIT OF MEASURE)  | YEAR SAMPLED | AMOUNT DETECTED | RANGE LOW-HIGH | TYPICAL SOURCE   |
|------------------------------|--------------|-----------------|----------------|--|
| Alkalinity (ppm)             | 2021         | 29.5            | 27-34          | Drinking water treatment additive                                |
| Ammonia as Nitrogen (ppm)    | 2021         | 0.56            | 0.54-0.57      | By-product of drinking water disinfection                        |
| Ammonia, Free (ppm)          | 2021         | 0.093           | 0.07-0.11      | By-product of drinking water disinfection                        |
| Calcium (ppm)                | 2021         | 5.05            | 4.5-5.5        | Erosion of natural deposits                                      |
| Magnesium (ppm)              | 2021         | 1.2             | 1.1-1.3        | Erosion of natural deposits                                      |
| PFOA (ppt)                   | 2021         | 4.95            | 4.63-5.26      | Industrial pollutant   |
| Perfluorobutanoic Acid (ppt) | 2021         | 3.165           | 2.1-3.9        | Manufacturing by-product   |
| Phosphate (ppm)              | 2021         | 0.423           | 0.24-0.55      | Corrosion control additive                                       |
| Silica (ppm)                 | 2021         | 2.42            | 2.03-3.32      | Naturally present in the environment                             |
| Total Hardness (ppm)         | 2021         | 15.8            | 16.3-19.1      | A measure of dissolved minerals, primarily calcium and magnesium |

<sup>1</sup>The value reported under Amount Detected for TOC is the lowest ratio between percentage of TOC actually removed to the percentage of TOC required to be removed. A value of greater than one indicates that the water system is in compliance with TOC removal requirements. A value of less than one indicates a violation of the TOC removal requirements.

<sup>2</sup>Turbidity is a measure of the cloudiness of the water. It is monitored by surface water systems because it is a good indicator of water quality and thus helps measure the effectiveness of the treatment process. High turbidity can hinder the effectiveness of disinfectants.

## Think Before You Flush!

Flushing unused or expired medicines can be harmful to your drinking water. Properly disposing of unused or expired medication helps protect you and the environment. Keep medications out of our waterways by disposing responsibly. To find a convenient drop-off location near you, please visit: <https://bit.ly/31cRyXy>.

## Definitions

**90th %ile:** The levels reported for lead and copper represent the 90th percentile of the total number of sites tested. The 90th percentile is equal to or greater than 90% of our lead and copper detections.

**AL (Action Level):** The concentration of a contaminant which, if exceeded, triggers treatment or other requirements which a water system must follow.

**MCL (Maximum Contaminant Level):** The highest level of a contaminant that is allowed in drinking water. MCLs are set as close to the MCLGs as feasible using the best available treatment technology.

**MCLG (Maximum Contaminant Level Goal):** The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.

**MRDL (Maximum Residual Disinfectant Level):** The highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.

**MRDLG (Maximum Residual Disinfectant Level Goal):** The level of a drinking water disinfectant below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contaminants.

**NA:** Not applicable

**ND (Not detected):** Indicates that the substance was not found by laboratory analysis.

**NTU (Nephelometric Turbidity Units):** Measurement of the clarity, or turbidity, of water. Turbidity in excess of 5 NTU is just noticeable to the average person.

**ppb (parts per billion):** One part substance per billion parts water (or micrograms per liter).

**ppm (parts per million):** One part substance per million parts water (or milligrams per liter).

**ppt (parts per trillion):** One part substance per trillion parts water (or nanograms per liter).

**SMCL (Secondary Maximum Contaminant Level):** These standards are developed to protect aesthetic qualities of drinking water and are not health based.

**TT (Treatment Technique):** A required process intended to reduce the level of a contaminant in drinking water.



**FREEDOM LOGISTICS, LLC COMMUNITY CHOICE AGGREGATION  
CONSULTING AGREEMENT**

**Parties:** Freedom Logistics, LLC (hereafter "FEL") and Town of Londonderry, (hereafter "Customer") (collectively known as "The Parties") enter into this COMMUNITY CHOICE AGGREGATION CONSULTING Agreement on 1/21/20 ("effective date").

**Term:** This Agreement shall commence on the effective date and continue for a period of sixty (60) months.

**Whereas:** Customer is seeking to launch a Community Choice Aggregation ("CCA"), in order to facilitate the procurement of electricity and potential related services, either separately or combined, for the Customer's own use and for use by residential and non-residential customers within the Customer's geographic boundaries; and

**Whereas:** Customer desires to engage the services of FEL to assist in the creation, authorization, implementation and management of its Municipal Aggregation Plan ("Plan") as defined by, and in compliance with, all applicable state laws and regulations.

**Termination:** The Customer may terminate this Agreement without penalty upon one hundred eighty (180) days notice during the term listed above or any subsequent renewal term. Customer is required to give FEL sixty (60) days prior notice, should Customer desire to renew with FEL for a subsequent term of equal duration to the initial Agreement. Absent prior notice described above, or new Agreement with FEL, this Agreement shall auto-renew for a period of twelve (12) months.

**Consideration:** Customer acknowledges and agrees that the Customer's final CCA electricity rate will include this per kWh consulting fee within the final rate:  
Consulting Fee = \$0.0015 per kwh<sup>1</sup>

FEL agrees that all services performed prior to the selection and enrollment with Competitive Electricity Provider ("CEP") may go uncompensated, should no CEP be selected.

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<sup>1</sup> FEL shall continue to be paid Consulting Fee by Customer's selected CEP for the duration of any CCA agreement entered into by Customer with assistance from FEL, regardless of whether FEL's services have been terminated in the interim.

Freedom Logistics, LLC  
d/b/a Freedom Energy Logistics  
5 Dartmouth Drive, Suite 301  
Auburn, NH 03032  
www.FELPower.com

## Scope of Services

At Customer's discretion, FEL shall perform each of the following services with reasonable care and in accordance with industry standard practices established for electricity aggregation program consulting services:

1. Assist the Customer in establishing a CCA for the procurement of electricity and related energy services, as determined by Customer, and the development of the Municipal Aggregation Plan, and to make recommendations to award a contract for the provision of electric power services to a licensed CEP.
2. Assist the Customer in the achievement of additionality with its default electricity rate and optional green products, if so desired. FEL will accomplish this by:
  - a. Identifying and assessing multiple options for achieving additionality;
  - b. Quantifying the known and potential kW of renewable generation and type of generation (wind, solar, biomass, hydro, etc...) that could be added to one or more of the CCA offerings;
  - c. Acting as a liaison between desired renewable generation partners and participating CEPs in the CCA supply RFP; and
  - d. Quantifying the potential impact on electricity rates.
3. Preparation of a Municipal Aggregation Plan ("Plan") in consultation with Customer and designees of Customer (i.e. members of the municipal aggregation committee) which include, but are not limited to the following components as applicable:
  - a. Detailed process and consequence of CCA;
  - b. Universal access, reliability and equitable treatment of all customer classes;
  - c. Requests for proposal issued by Customer for supply service to CCA;
  - d. Organizational structure -- roles and responsibilities;
  - e. Operation and funding;
  - f. Declaration of services provided on opt-in or opt-out basis;
  - g. Rate setting and any additional costs;
  - h. Rights and responsibilities of program participants
  - i. Constituent notification of the program;
  - j. Public education;
  - k. CEP selection criteria;
  - l. Green power components;
  - m. Treatment of those enrolled in electric assistance, ensuring continued discount; and
  - n. Activation, termination and renewal of the program
4. Assist Customer with presenting Plan for public review.
5. Assist with and facilitate all consultations and communications with involved Local Distribution Companies ("LDCs").
6. Assist Customer with power market data, intel or pricing trends to help with timing of supply bid award.
7. Prepare bid specifications and procure competitive bids for licensed CEPs based on the most advantageous proposal, price and other factors considered, with final selection of CEP(s) being decided by Customer.
8. Develop contract terms and conditions for participating CEPs to include in the Electric Service Agreement ("ESA") between Customer and CEP(s) as well as any required customer notifications consistent with the approved Plan.
9. Assist with negotiations of ESA with the selected CEP.
10. Assist with all steps to implement additionality, if applicable.
11. Assist with development of opt-out notices, opt-in notices and all other publications and notices required to facilitate the adoption and operation of the Customer's CCA.

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12. Provide and maintain customer service including a dedicated website, 800 telephone number and 24-hour chat feature on website. Website shall be hosted at [www.CommunityChoiceNH.com/YOURTOWNHERE](http://www.CommunityChoiceNH.com/YOURTOWNHERE) and shall provide all relevant details on CCA program including rate, Plan, additionality, name of CEP, FAQ's, contact information for FEL and CEP, customer rights and responsibilities, terms of CCA and ESA and any other relevant information.
13. Provide reports to Customer, contingent on cooperation by and availability of data to CEPs and/or LDCs, detailing number of accounts in the program, amount of kWh in the program, rate class of program participants.
14. Ensure CEP compliance with terms of CCA and ESA and promptly notify Customer of any default or failure on part of CEP to perform their contractual responsibilities. Alert Customer to the discovery, by FEL, of any financial or relevant regulatory issues facing selected CEP that occur during the term of the ESA.

It is expressly understood by FEL that Customer shall have sole and complete discretion in accepting or rejecting any and all contracts, agreements, and plans prepared, procured, or presented by FEL.

#### **Duties of Customer**

##### **Customer Shall:**

1. Obtain, with the assistance of FEL, all required authorizations to initiate CCA, adopt Plan and enter into ESA with CEP.
2. Use reasonable efforts to secure release of data applicable to CCA held by others, i.e. relevant customer account information held by LDCs.
3. Promptly notify FEL of any deficiencies, defaults or noncompliance with the ESA discovered by or brought to the attention of Customer.
4. Cooperate in the development of the Plan.
5. Assist FEL by making available all public information necessary for performance under this Agreement, upon request by FEL.
6. Not work with any other brokers, agents or consultants regarding matters of electricity procurement as they related to CCA.
7. Not make any request of FEL to work with, train or share strategic information with outside parties (i.e. non-employees of Customer) as part of this Agreement, especially with regard to FEL's procurement process, trade secrets, data systems or Customer information, unless otherwise agreed.<sup>2</sup>
8. Nothing herein shall be construed to require Customer to approve an ESA with a CEP.

#### **Independent Parties**

FEL is and shall be an independent contractor, and nothing contained in this Agreement shall be construed to make FEL an employee, partner or joint venture of Customer, and FEL shall not have the right to bind Customer to any agreement with any third party or to incur any obligation or liability on behalf of Customer except as provided within this Agreement or as otherwise expressly agreed to by Customer in writing.

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<sup>2</sup> The purpose of this provision is to protect FEL from being compelled to train or release sensitive information to competitors of FEL. Customer is free to hire whomever they choose (other than the aforementioned), however FEL will not work with outside parties deemed to be competitors or of a nature adverse to FEL's business interests.

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### **Governing Law**

This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of New Hampshire, without regard to principles of conflicts of law thereof. Rockingham County shall be the exclusive forum for disputes arising from or related to the Agreement.

### **Waiver**

The waiver by either party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of any provision of this Agreement.

### **Agreement Binding on Successors**

This Agreement shall inure to the benefit of and be binding upon Customer and FEL and their respective successors, executors, administrators, and/or permitted assigns; provided, however, that FEL may not make any assignment of this Agreement or any interest therein, by operation of law or otherwise, without the prior written consent of Customer, which consent shall not be unreasonably withheld.

### **Payment**

Subject to Customer's termination rights, Customer agrees that FEL's fees will be paid by the selected CEP per kWh for electricity purchased for the duration of the ESA. In the event that Customer elects not to proceed with a CCA, FEL shall not receive a fee. FEL shall have no recourse or claim against Customer in the event that FEL cannot collect its fees from the selected CEP.

### **Indemnification**

Relative to any and all claims, losses, damages, liability and cost FEL agrees to indemnify, defend and save Customer, its officers, officials and employees harmless from and against any and all suits actions or claims for property losses, damages or personal injury claimed to arise from a negligent act or omission by FEL.

### **Insurance**

FEL shall secure and maintain at his/her own expense, errors and omissions insurance in an amount of not less than One Million Dollars (\$1,000,000.00) annual aggregate to protect itself from any claim arising out of the performance of professional services and caused by negligent acts or omissions for which FEL may be legally responsible. FEL shall maintain said coverage for the entire Agreement period.

### **Entire Agreement**

This Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, discussions, undertakings and agreements between the parties. It is understood that this Agreement may not be changed, altered or modified except in writing, signed by both parties.

### **Severability**

If any provision of this Agreement is held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and the parties shall in good faith negotiate to replace such provisions by a valid, mutually agreeable and enforceable provision which so far as possible, achieves the same objectives as the severed provision was intended to achieve, and the remaining provisions of this Agreement shall continue in full force and effect.

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www.FELPower.com

**Compliance with Laws**

FEL shall comply with all applicable laws and regulations in the performance of this Agreement.

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**Freedom Logistics, LLC**

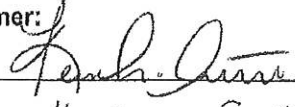
By: 

Name: Bart Fromuth

Title: C.O.O.

Date: 1/21/20

**Customer:**

By: 

Name: Kevin H. Smith

Title: Town Manager

Date: 1/21/20

Freedom Logistics, LLC  
d/b/a Freedom Energy Logistics  
5 Dartmouth Drive, Suite 301  
Auburn, NH 03032  
www.FELPower.com



## PURCHASE AND SALE AGREEMENT

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

### 1. Property

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

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

To the extent a certain directional sign for Elwood Orchards located at the intersection of NH Route 102 and High Range Road is situated on the Property, the Buyer shall grant a license to Seller or Seller's nominee for such sign to remain in its present location. This provision shall survive the closing and is intended to benefit Wayne Elwood and his successors-in-title with respect to the property at <sup>25</sup>~~34~~ Elwood Road (Elwood Orchards). Except with respect to this provision, and subject to paragraph 16, this Agreement is not intended to benefit any third party.

*plus WCE, ph*

### 2. Purchase Price

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

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

### 3. Closing

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

4. Transfer of Title

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

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

5. Closing Certifications and Documents

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

6. Contingencies

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

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

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

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

7. Closing Costs

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

8. Real Estate Broker

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

9. Title

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

10. No Waste

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

11. Other Disclosures

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

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

12. Default

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

13. Attorneys

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

14. Condition of Property

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

15. Backup Offers

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

16. Assignment

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

17. Effect of Agreement

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

18. Venue

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

SELLER

*Wayland C. Elwood*

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

Date: 5/24/22

*Pamela Hills*

PAMELA HILLS

Date: 5/23/22

*Ronald Lawrence*

RONALD LAWRENCE

Date: May 13, 2022

*Victoria Eichhorn*



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

BUYER

TOWN OF LONDONDERRY

*Michael Malaguti*

Michael Malaguti, Town Manager

Date: 5/31/2022

## Michael Malaguti

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**From:** Lescault,Sarah <slescault@manchesternh.gov>  
**Sent:** Wednesday, June 1, 2022 3:23 PM  
**To:** 'john.boisvert@PENNICHUCK.com'; 'Ware, Don'; 'culbersonc@comcast.net'; Tomcarrier@derrynh.org; 'grasmerewater@comcast.net'; 'rsawyer@bedfordnh.org'; 'publicworks@bedfordnh.org'; 'agarron@hooksett.org'; 'bthomas@hooksett.org'; 'townadmin@townofauburnnh.com'; 'Greg Colby'; Michael Malaguti; 'Sorenson, Roy'; 'dsullivan@windhamnh.gov'; TownAdmin@WindhamNH.GOV; Charlie Lanza  
**Cc:** Lee,Mia; Chabot, Guy; Croasdale, Philip  
**Subject:** Planned Rate Increase for October 1, 2022

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

To our customers:

Pending a final Board of Water Commissioners vote on June 23, 2022, Manchester Water Works will be raising rates for water usage, service charges, and fire protection charges 7% beginning October 1, 2022. Our operating costs have increased dramatically in this market, especially for chemicals. Currently we have obtained a bid for the first 6 months of FY2023 for chemicals at a 70% increase over prior year costs, and we are unsure what the second half of the year will look like.

A full rate schedule will be sent to you all the last week of June after the vote. If you have any questions in the meantime, please feel free to reach out.

### **Sarah Lescault, CPA**

*Deputy Director – Finance & Administration*

#### **Manchester Water Works**

281 Lincoln Street

Manchester, NH 03103

Direct Phone: (603) 792-2825

Cell Phone: (603) 682-7055

Main Line: (603) 624-6494

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*The Right-To-Know Law (RSA 91-A) provides that most e-mail communications, to or from City employees and City volunteers regarding the business of the City of Manchester, are government records available to the public upon request. Therefore, this email communication may be subject to public disclosure.*

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This email was scanned by Bitdefender

# LONDONDERRY TOWN COUNCIL MEETING MINUTES

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## Londonderry Town Council Meeting Minutes May 23, 2022

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

Present: Chairman John Farrell; Councilor Chad Franz, Jim Butler, and Deb Paul; Acting Town Manager Michael Malaguti; Assistant Town Manager Lisa Drabik; Executive Assistant Kirby Brown Absent: Vice Chairman Joe Green

### CALL TO ORDER

Chairman Farrell called the Town Council meeting to order at 7:00 PM. This was followed by the Pledge of Allegiance. This was followed by a moment of silence for all of those first responders who protect this community and country.

### PUBLIC COMMENT

Chairman Farrell presented a Proclamation to Thomas Ryan of Londonderry. Thomas was recognized as a 2022 US Military Child Courageous Kid. The Council congratulated Thomas on his award.

Moira Ryan, 2 Snowberry Hollow, addressed the dog issue discussed at the last meeting, and pre-assault signals. Sometimes people try to do things with dogs, there are pre-signals from dogs. Ryan suggested doing a town YouTube video about the signals. Chairman Farrell stated that the K9 officers and dog officers can work on putting something together.

Henry Herndon, Community Coalition of New Hampshire, presented to the Council. Herndon presented the benefits of community power. Herndon invited the town to join as a member. Herndon stated that there is no cost or commitment. the town would just have to appoint someone from the Council to represent the town at the meetings. See the attached PowerPoint.



## LONDONDERRY TOWN COUNCIL MEETING MINUTES

34 Mike Speltz, Conservation Commission, 18 Sugar Plum Lane, stated that there was a prior  
35 briefing that talked about coming into the community and managing our power supply. That  
36 was a for-profit entity. It would be cheaper to go with a coalition. Speltz urged the Council  
37 to task the Town Manager with looking into it in detail. The Council agreed to have the  
38 Town Manager take a look at it.

### PUBLIC HEARING

42 Motion to open the public hearing for Ordinance #2022-03 made by Councilor Franz and  
43 second by Councilor Butler. Chair votes 4-0-0.

45 Chairman Farrell introduced Ordinance #2022-03, an Ordinance amending the  
46 Londonderry Zoning Ordinance, Section 4.2.1.4, relative to the keeping of poultry in the  
47 AR-1 District. Associate Planner, Laura Gandia, presented. Gandia stated that this went in  
48 front of the Planning Board with a positive recommendation to the Town Council. The  
49 vote was unanimous.

51 Kim Stone, 3 Pine St, stated she is in support of this change. Stone stated that the  
52 requirement to have the top enclosure at all times undermines one of the benefits of  
53 keeping poultry, specifically, tick and bug control. If they always have to be enclosed, it  
54 defeats the purpose.

56 Leonard Evans, 79 West Rd, stated that he has lived there for over forty years and they  
57 have had no problem until the neighbor had chickens, illegally because they didn't have  
58 enough land, and they chew up their garden and the chickens were everywhere and not  
59 controlled. Chairman Farrell asked what the enforcement mechanism was. Gandia stated  
60 that the town has a code enforcement office that would handle this. The ordinance also  
61 specifies that at no time should a public nonsense be created.

63 Amy Agostino, 6 Willow Ln, stated that she is in support of the Ordinance and has been  
64 waiting a while for it. Agostino stated that a lot of major cities like NY, Boston, etc., allow  
65 chickens. Agostino stated that she would like to see them out of a roof, but with a fence.  
66 Agostino stated that chickens also eat all the bad bugs, including ticks.

68 Chairman Farrell asked how this came about. Gandia stated that the Zoning Board has

## LONDONDERRY TOWN COUNCIL MEETING MINUTES

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69 gotten a few requests.

70

71 Councilor Butler stated that the enforcement issue is weak and it needs to be tightened up.  
72 Chairman Farrell stated that he agrees, there needs to be strong language around  
73 enforcement.

74

75 Chris Evans, 51 Sanborn, stated that at half an acre, the coop would be on top of the  
76 house. Evans stated that half an acre is small to have chickens.

77

78 The Council agreed that there should be stronger language around enforcement and asked  
79 staff to work on that and come back. Gandia stated that she will work on it and bring it  
80 back to the Council and bring someone from code enforcement into the next meeting to  
81 discuss options. The Council decided to continue/table Ordinance #2022-03 until June 6<sup>th</sup>.

82

83 Motion to close the public hearing on Ordinance #2022-03 made by Councilor Franz and  
84 seconded by Councilor Butler. Chair votes 4-0-0.

85

86 Motion to open the public hearing for Ordinance #2022-04 made by Councilor Franz and  
87 second by Councilor Paul. Chair votes 4-0-0.

88

89 Chairman Farrell introduced Ordinance #2022-04, an amendment to the Londonderry  
90 Zoning Ordinance establishing a Groundwater Protection Overlay District, Section 4.6.8.  
91 Gandia presented.

92

93 Ray Breslin, 3 Gary Drive, stated that this Ordinance is a step in the right direction.  
94 Breslin stated that there are some yellow areas on the map, and there are well protection  
95 areas throughout Londonderry. They've been established, yes, they may be confidential,  
96 but they should be included in the Ordinance.

97

98 Ann Chiampa, 28 Wedgewood Dr, asked Gandia why some of the locations are  
99 confidential. Gandia stated for public infrastructure security reasons.

100

101 Motion to approve Ordinance #2022-04 made by Councilor Paul and second by Councilor  
102 Butler. Chair votes 4-0-0.

## LONDONDERRY TOWN COUNCIL MEETING MINUTES

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103

104 Motion to close the public hearings made by Councilor Franz and second by Councilor  
105 Paul. Chair votes 4-0-0.

106

107

### NEW BUSINESS

108

109 Chairman Farrell stated that the Council will hold off on the Senior Affairs Director  
110 appointment and take it into non-public at the next meeting so the Council can meet her.

111

112 Chairman Farrell introduced Order #2022-08, an Order relative to the expenditure of  
113 Roadway Maintenance Trust Funds. John Trottier, Director of Engineering and  
114 Environmental Services, presented. Trottier stated that it's \$1.5M for the replacement of a  
115 96-inch medal pipe on Harvey Rd. Motion to approve Order #2022-08 made by Councilor  
116 Franz and seconded by Councilor Butler. Chair votes 4-0-0.

117

118 Chairman Farrell introduced Resolution #2022-07, a Resolution relative to the acceptance  
119 of unanticipated revenue under RSA 31:95-2, accepting the funds raised from the Rabies  
120 Clinic. Finance Director Justin Campo presented. Motion to accept Resolution #2022-07  
121 made by Councilor Franz and seconded by Councilor Butler. Chair votes 4-0-0.

122

123

### APPROVAL OF MINUTES

124

125 Motion to approve the Town Council minutes from May 9, 2022 made by Councilor Franz  
126 and seconded by Councilor Paul. Chair votes 4-0-0.

127

128 The Council discussed the CIP members. Motion to appoint Vice Chairman Green as the  
129 Council CIP member and Councilor Franz as the second member, made by Councilor  
130 Franz and seconded by Councilor Paul. Chair votes 4-0-0. The Council motioned to accept  
131 all of the CIP members, motioned by Councilor Franz and second by Councilor Paul.  
132 Chair votes 4-0-0.

133

134 Assistant town manager Lisa Drabik stated that Leadership Londonderry application  
135 deadline has been extended to July 8<sup>th</sup> and the information can be found on the front page  
136 of the town website.

## LONDONDERRY TOWN COUNCIL MEETING MINUTES

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137

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139

### ADJOURNMENT

140

141 Motion to adjourn made by Councilor Franz and second by Councilor Butler. Chair votes  
142 4-0-0.

143

144 Notes and Tapes by: Kirby Brown Date: 5/23/2022

145 Minutes Typed by: Kirby Brown Date: 5/30/2022

146 Approved by: Town Council Date: 6/05/2022

# Londonderry Invitation to Join

***Community Power Coalition of New Hampshire***

A Public Nonprofit

For Municipal & County

Community Power Aggregations

*Londonderry Town Council | May 23, 7pm*

FOR COMMUNITIES, BY COMMUNITIES.



**COMMUNITY  
POWER COALITION  
OF NEW HAMPSHIRE**



# Member Communities

## “For Communities, By Communities”

- Statewide public non-profit
- Governed by member communities
- Provides pooled procurement and shared services for Community Power programs


## Status

18 municipalities + 1 county have joined by **unanimous vote** of governing body to adopt the Joint Powers Agreement (4/21/22)

## Joint Powers Agreement

Intermunicipal agreement establishing CPCNH as a public nonprofit

**All NH cities, towns, and counties are invited to join CPCNH**

- ★ 1. Town of Hanover
  - ★ 2. City of Lebanon
  - ★ 3. Town of Exeter
  - ★ 4. City of Nashua
  - ★ 5. Town of Harrisville
  - ★ 6. Town of Rye
  - ★ 7. City of Dover
  - ★ 8. Town of Warner
  - ★ 9. Town of Walpole
  - ★ 10. Town of Newmarket
  - ★ 11. Town of Plainfield
  - ★ 12. Town of Enfield
  - ★ 13. Town of Durham
  - ★ 14. Town of Pembroke
  - ★ 15. Town of Webster
  - ★ 16. Town of Hudson
  - ★ 17. Cheshire County
  - ★ 18. Town of New London
  - ★ 19. City of Portsmouth
- 
- A map of the state of New Hampshire is shown on the right side of the page. It features 19 colored stars placed at various locations across the state, corresponding to the 19 member communities listed in the adjacent list. The stars are color-coded: red, green, blue, and orange. The map shows the outline of the state with no internal boundaries.

# Officers & Leadership

*For Communities, By Communities*

## Committees

1. Executive
2. Finance
3. Member Operations & Engagement
4. Risk Management
5. Regulatory & Legislative Affairs
6. CEO & Staff Search



Clifton Below  
Chair

**City of Lebanon**  
Assistant Mayor & City  
Councilor



Kim Quirk  
Treasurer

**Town of Enfield**  
Energy Committee



Chris Parker  
Vice Chair

**City of Dover**  
Deputy City Manager



Doria Brown  
Secretary

**City of Nashua**  
Energy Manager



Matt Miller  
Chair, Risk  
Management

**Town of Pembroke**  
Energy Committee



Lisa Sweet  
Chair, Member  
Operations

**Town of Rye**  
Energy Committee



Mandy Merrill  
Chair, Regulatory &  
Legislative Affairs

**Town of Durham**  
Energy Committee



April Salas  
Founding Chair

**Town of Hanover**  
Sustainability Director

# What is Community Power?

New Hampshire cities, towns, and counties procure electric power supply on behalf of their residents and businesses and provide related customer services.



Pooled Purchasing Power  
For **Energy Supply**

*Economies of Scale*

Utility Company  
**Delivers** Power

*Grid Reliability*

Communities Benefit from  
**Value Added Programs & Services**

*Lower Rates & Product Choices*

(Customers may switch back to utility default supply or take service from a Competitive Supplier)

Enabling Legislation: [RSA 53-E, Relative to Aggregation of Electric Customers by Municipalities & Counties](#)



# Benefits of Community Power



## Local Control

Democratizing energy procurement to the community level



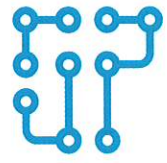
## Lower Costs

MA, NY, CA and other markets have demonstrated lower rates than regulated utilities



## Renewables

Build & Buy Clean Energy



## Resilience & Innovation

New Technologies  
Market Competition  
Price Signals  
Customer Empowerment

# What is the Community Power Coalition?

The Coalition is a statewide public nonprofit in formation, designed “**For Communities, By Communities**”



## Streamlined Formation

Statewide Peer Network  
Technical Services for Committees  
Coalition Templates:

- Enabling resolutions
- Electric Aggregation Plan
- Public education materials



## Shared Services

Vendor Vetting  
Electricity Procurement and  
Portfolio Risk Management  
Contract Management  
Customer Services  
Local programs



## Local Projects

Joint Power Solicitations &  
Economies of Scale  
Community Solar + Storage  
Project Development

### Phase 1 of Coalition Membership:

Benefit from peer-to-peer resources sharing and expert support for the program approval process.

### Phase 2 of Coalition Membership:

Shared services and economies of scale for launching Community Power programs, procuring electricity, operating the program, contracting for new project developments, implementing local programs, and engaging at the Legislature & Public Utility Commission on public advocacy and market reforms.

## Why The “Coalition Model”?

### **Governance, Transparency & Oversight**

- Educate and empower communities to make informed decisions
- Member’s control CPCNH revenues & reserves

### **Portfolio Risk Management, Reserve Fund Accrual, Energy Project Development**

- Portfolio approach allows for long-term contracting and development of local energy generation & storage
- Accrue reserves, ensure long-term financial and rate stability

### **Public Advocacy & Policy Innovation**

- Empower municipalities to remove regulatory barriers and lead on state policy innovation

*FOR COMMUNITIES, BY COMMUNITIES.*

# Community Power Roadmap: Three Key Steps



## 1 Join the Coalition

Local Governing Body adopts the Coalition's Joint Power Agreement

Appoint primary & alternate representatives to serve on Coalition Board of Directors

**Coalition Resources:** expert support, explanatory materials & template resolutions

## *Committee discusses local issues & collects data*

Discuss local governance, policies and objectives for the program

Receive aggregate electric load data from the distribution utility

**Coalition Resources:** governance discussion & data request support

## *Committee holds Public Hearings & adopts Plan*

Committee adopts plan after incorporating public feedback

Governing Body submits the Plan to Legislative Body for adoption

**Coalition Resources:** educational materials & presentation support

Process Initiated

Program Approved!



## 2 Establish a Community Power Committee

Local Governing Body establishes a Community Power Committee

Committee sets timeline and process for program approval

**Coalition Resources:** template resolution & process support

## *Committee finalizes draft Community Power Plan*

Committee finalizes Coalition template Plan (satisfies requirements of RSA 53-E)

**Coalition Resources:** Plan template & advisory support



## 3 Approve the Community Power Plan

City Council or Town Meeting votes on Electric Aggregation Plan

(Must be approved by majority present and voting)

**Coalition Resources:** summary materials for officials and voters

## How does a Community join the Coalition?

- Local governing body votes to adopt the **Joint Powers Agreement** and then executes it to join the Coalition
- A Joint Powers Agreement is a contract among local governments, agreeing to delegate specific authorities to the agency under the terms of the agreement
- There is **no cost** to adopting the Joint Powers Agreement and joining the Coalition
- Up until 21 Members, each Member appoints a Director & Alternate to the Board. Beyond 21 Members, the Board is elected by Membership at the annual meeting

**JOINT POWERS AGREEMENT  
OF  
COMMUNITY POWER COALITION OF NEW HAMPSHIRE<sup>1</sup>**

Effective October 1, 2021

Among the Following Parties:

City of Lebanon, Town of Hanover, City of Nashua, Cheshire County, Town of Harrisville,  
Town of Exeter, Town of Rye, City of Dover, Town of Warner, Town of Walpole,  
Town of Plainfield, Town of Newmarket, Town of Enfield, Town of Durham,  
Town of Pembroke (10/21/21), Town of Hudson (12/16/21), Town of Webster (12/16/21),  
Town of New London (1/20/22), and City of Portsmouth (4/21/22)<sup>2</sup>

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*FOR COMMUNITIES, BY COMMUNITIES.*



**COMMUNITY  
POWER COALITION**  
OF NEW HAMPSHIRE



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## Reference Slides



# Community Power Coalition of New Hampshire

## Our Mission

Our mission is to foster resilient New Hampshire communities by empowering them to realize their energy goals.

The Coalition will create value for our Community Power member municipalities by jointly contracting for services, developing projects and programs together, educating and engaging the public, and advocating for communities and customers at the Legislature and Public Utilities Commission.



## Our Values

### Embody an inspiring vision for NH's energy future.

Support communities to **reduce energy costs** and pursue economic vitality by harnessing the power of **competitive markets** and **innovation**.

Support communities to implement successful energy and climate policies and to **promote the transition to a carbon neutral energy system**.

**Balance the interests of member communities** who are diverse in demographics, geography and their energy goals.

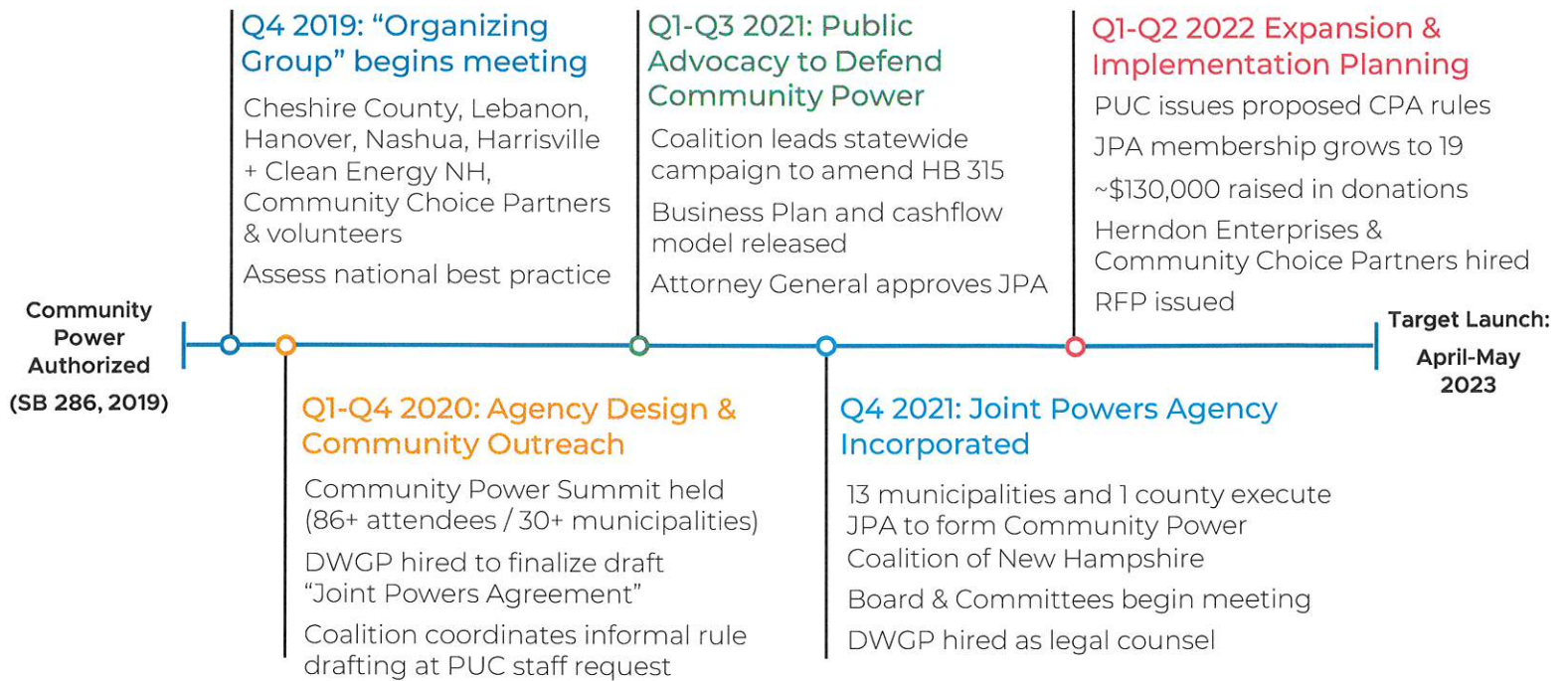
Use our shared expertise, leadership and skills to **educate, empower and build the capacities** of our members.

Help communities **demystify the power sector** to **make informed decisions**.

Facilitate **collaboration and teamwork** by **championing diversity, equity and inclusion** of people and communities of all kinds.



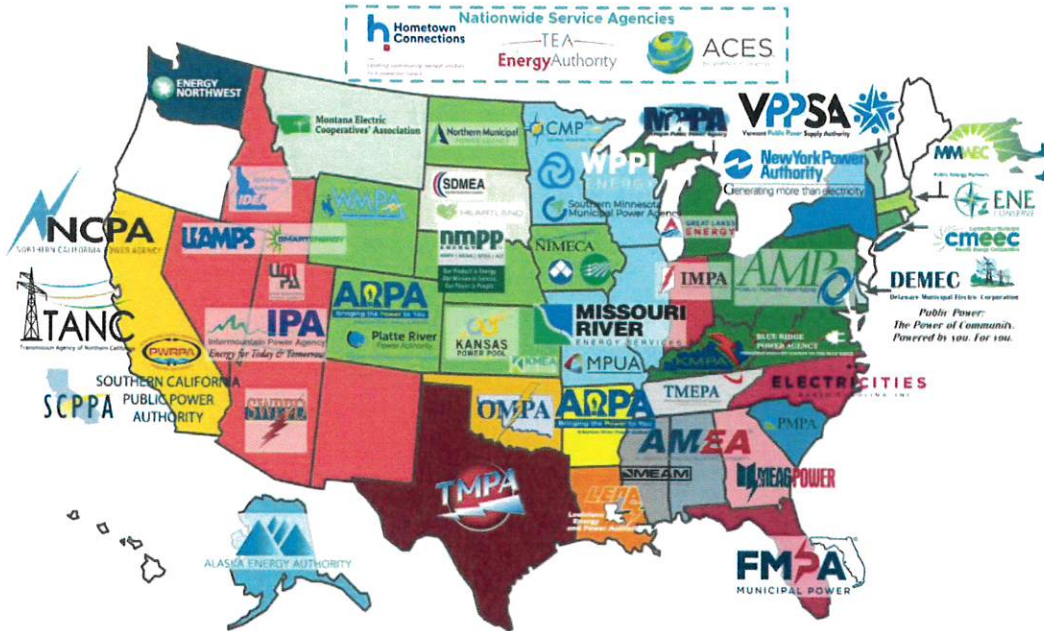
# Coalition: Capacity Building Over Time



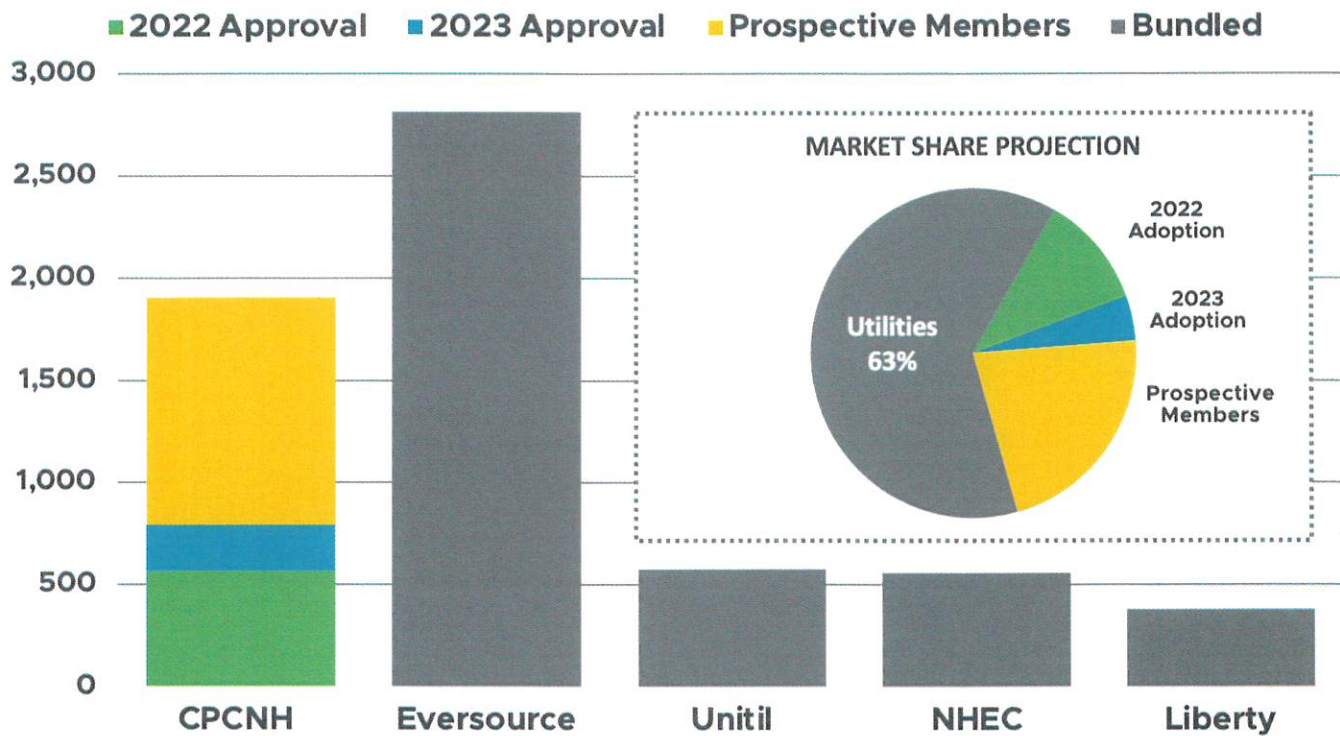
# Public Power Joint Powers Agencies (JPAs)

Public power utilities formed 70+ joint power agencies over the past ~50 years to provide power supply services for many of the more than 2,000 municipal electric utilities in the U.S.

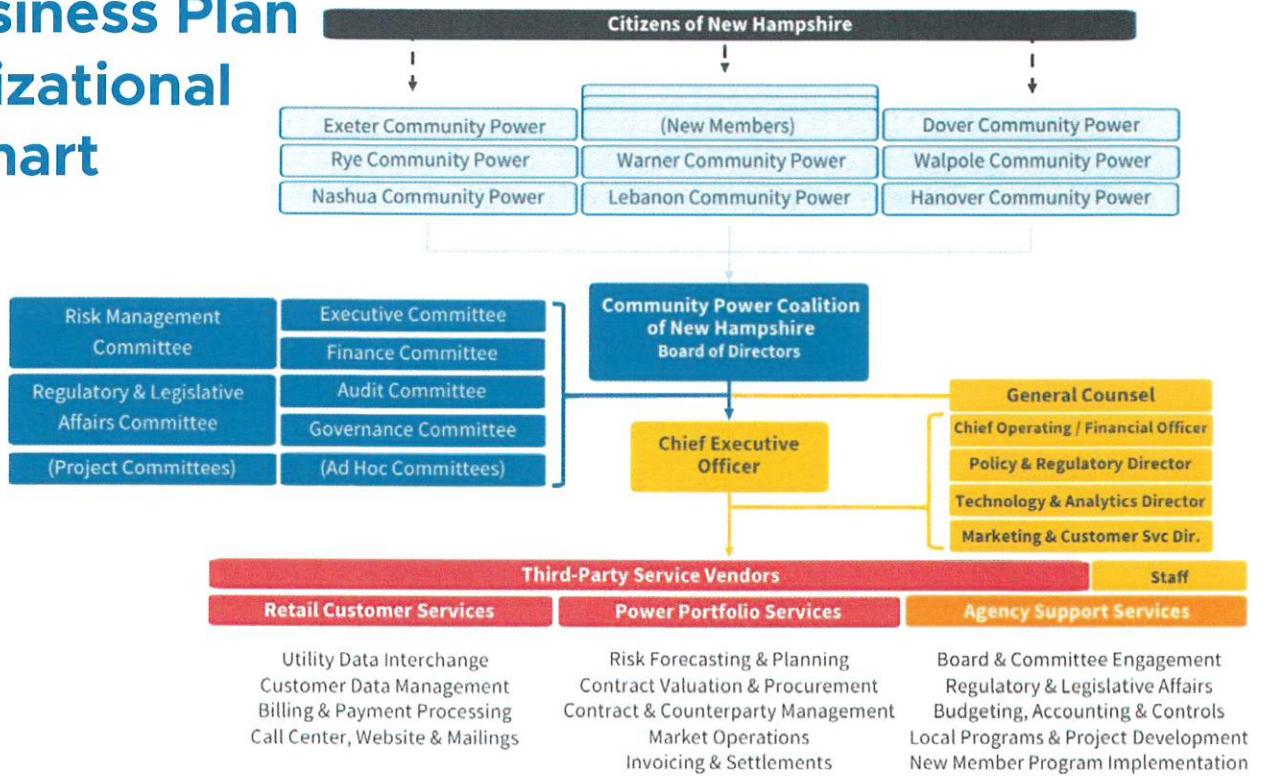
**CPCNH is based on best practices established by these public power agencies**



### DEFAULT SERVICE LOAD (GWH)



# Draft Business Plan Organizational Chart



## Questions About the Coalition

**Who can be a member of the Coalition?**

**Towns | Cities | Counties  
Jointly Operated Community Power Aggregations**

**How does a community join the Coalition?**

1. Local governing body enters into Coalition Joint Powers Agreement.
2. Coalition Board of Directors votes to accept member.
3. Governing body appoints a Director & alt.

**What is expected of Coalition Members?**

The first 21 members appoint a representative to the Board of Directors. Participate in Board, Board Committees, and decisions.

**What will the Coalition provide its members?**

Full service and a range of options to support implementation and operation of Community Power Aggregations.

# Member CPA Launch Targets

| Member | Type        | Population | Joint Powers Agreement Signed | Committee Formed | Utility Data Requested | Utility Data Received     | Aggregation Plan Drafted | Public Hearing #1                                  | Public Hearing #2         | Local Legislative Body Adoption | Public Utilities Commission Approval                   | Target CPA Launch Window |  |
|--------|-------------|------------|-------------------------------|------------------|------------------------|---------------------------|--------------------------|--|---------------------------|---------------------------------|--|--------------------------|--|
| 1      | Lebanon     | City       | 14,282                        | YES              | YES                    | YES                       | YES                      | YES  | YES                       | Council Adopted                 | Submission pending PUC adoption of CPA Rules (Q2 2022) | April - May 2023         |  |
| 2      | Hanover     | Town       | 11,870                        | YES              | YES                    | YES                       | YES                      | YES  | YES                       | Adopted at 2022 Town Meeting    |  |                          |  |
| 3      | Harrisville | Town       | 984                           | YES              | YES                    | YES                       | YES                      | YES  | YES                       |                                 |  |                          |  |
| 4      | Exeter      | Town       | 16,049                        | YES              | YES                    | YES                       | YES                      | YES  | YES                       |                                 |  |                          |  |
| 5      | Rye         | Town       | 5,543                         | YES              | YES                    | YES                       | YES                      | YES  | YES                       |                                 |  |                          |  |
| 6      | Walpole     | Town       | 3,633                         | YES              | YES                    | YES                       | YES                      | YES  | YES                       |                                 |  |                          |  |
| 7      | Plainfield  | Town       | 2,459                         | YES              | YES                    | YES                       | YES                      | YES  | YES                       |                                 |  |                          |  |
| 8      | Enfield     | Town       | 4,465                         | YES              | YES                    | YES                       | YES                      | YES  | YES                       |                                 |  |                          |  |
| 9      | Cheshire    | County     | N/A                           | YES              | YES                    | N/A: County accounts only |                          | YES  | Pending passage of SB 286 |                                 |  |                          |  |
| 10     | Durham      | Town       | 15,490                        | YES              | YES                    | YES                       | YES                      | Council hearings pending PUC adoption of CPA Rules |                           |                                 |  |                          |  |
| 11     | Nashua      | City       | 91,322                        | YES              | YES                    | YES                       | In Process               |  |                           |                                 |  |                          |  |
| 12     | Newmarket   | Town       | 9,430                         | YES              | YES                    | YES                       | In Process               |  |                           |                                 |  |                          |  |
| 13     | Dover       | City       | 32,741                        | YES              | YES                    | YES                       | YES                      | 7/1/22   | 7/20/22                   | 9/21/22                         | Q4 2022 - Q1 2023                                      | Q2 2024                  |  |
| 14     | Warner      | Town       | 2,937                         | YES              | YES                    | YES                       | YES                      | TBD  | TBD                       | TBD                             |  |                          |  |
| 15     | Pembroke    | Town       | 25,394                        | YES              | YES                    | YES                       | YES                      | In Process   | TBD                       | TBD                             |  |                          |  |
| 16     | Hudson      | Town       | 7,207                         | YES              | In Process             | YES                       | YES                      | In Process   | TBD                       | TBD                             |  |                          |  |
| 17     | Webster     | Town       | 1,954                         | YES              | YES                    | TBD                       | TBD                      | TBD  | TBD                       | TBD                             |  |                          |  |
| 18     | New London  | Town       | 4,400                         | YES              | YES                    | TBD                       | TBD                      | TBD  | TBD                       | TBD                             |  |                          |  |
| 19     | Portsmouth  | City       | 21,956                        | YES              | TBD                    | TBD                       | TBD                      | TBD  | TBD                       | TBD                             |  |                          |  |