

**TOWN COUNCIL AGENDA**  
**May 9, 2022**  
**Moose Hill Council Chambers**  
**7:00 P.M.**

**A. CALL TO ORDER**

**B. PUBLIC COMMENT**

- 1.) Follow-Up Discussion on Dog Leash Issues  
**Presented by Sherry Farrell**
  
- 2.) Community Power Coalition of New Hampshire (CPCNH)  
Presentation  
**Presented by Henry Herndon and Director Craig Putnam  
with CPCNH**

**C. PUBLIC HEARING**

- 1.) **Ordinance #2022-05** – An Ordinance Creating the Londonderry  
Commercial and Industrial Property Tax Incentive Program  
**Presented by Michael Malaguti**
  
- 2.) **Resolution #2022-06** – A Resolution Relative to the Veteran’s  
Tax Credit Policy  
**Presented by Michael Malaguti**

**D. NEW BUSINESS**

- 1.) **Order #2022-06** – An Order Relative to the Distribution of Fire  
Equipment Capital Reserve Funds  
**Presented by Darren O’Brien**
  
- 2.) **Order #2022-07** – An Order Relative to the Expenditure of  
Maintenance Trust Fund for Various Projects  
**Presented by Dave Wholley**

**E. OLD BUSINESS**

**F. APPROVAL OF MINUTES**

**Approval of April 18, 2022 Town Council Minutes**

**G. APPOINTMENTS/REAPPOINTMENTS**

- 1.) Appointment of John Wilson as a Full-Time Member of the  
Senior Resources Committee

**H. OTHER BUSINESS**

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

**I. ADJOURNMENT**

**J. MEETING SCHEDULE**

- A. Town Council Meeting **05/23/2022**  
Moose Hill Council Chambers, 7:00 PM
- B. Town Council Meeting **06/06/2022**  
Moose Hill Council Chambers, 7:00 PM



**COMMUNITY  
POWER COALITION  
OF NEW HAMPSHIRE**  
*For communities, by communities.*

**CPCNH**

**Londonderry Invitation to Join Coalition**

April 25, 2022

**To:** Londonderry Town Councilors John Farrell, Joe Green, Jim Butler, Deb Paul and Chad Franz  
**Cc:** Londonderry Town Manager Michael Malaguti and Energy Efficiency Task Force  
**From:** Clifton Below, CPCNH Chair & Lebanon Director; Lisa Sweet, CPCNH Member Ops Committee Chair & Rye Director  
**RE:** Invitation to join the Community Power Coalition of New Hampshire

Dear Londonderry Town Council,

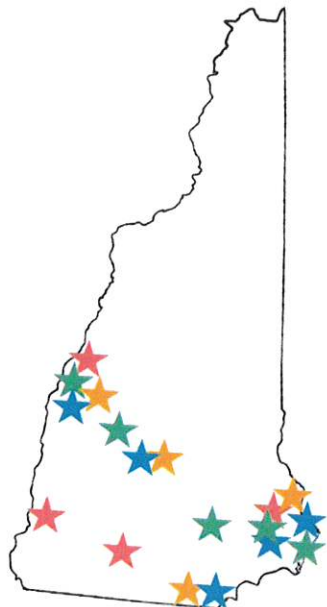
We are writing to invite the Town of Londonderry to join the Community Power Coalition of New Hampshire (CPCNH), a public nonprofit supporting Community Power programs across the state. There is no cost associated with joining the Coalition.

CPCNH was designed to incorporate national best practices for Community Power markets. Benefits of the "Coalition Model" include long-term energy cost savings and fiscal stability, the ability to jointly develop local clean energy projects and customer programs, and stronger collective influence over New Hampshire's energy policies.

Under this Coalition Model, cities, towns, and counties establish a "Joint Action Agency" to enable joint exercise of their local authorities. In this case, those authorities include "Community Power" or "Electric Aggregation" authorities provided for under New Hampshire RSA 53-E (*Relative to Aggregation of Electric Customers by Municipalities and Counties*).

To date, eighteen municipalities and one county have joined the Coalition by unanimous vote of their governing body to adopt the Joint Powers Agreement. Current Coalition Members include:

- ★ 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. Town of Warner
- ★ 8. City of Dover
- ★ 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 Hudson
- ★ 16. Town of Webster
- ★ 17. Cheshire County
- ★ 18. Town of New London
- ★ 19. City of Portsmouth



We envision two phases of Coalition membership. First, Coalition members benefit from peer-to-peer resource sharing across the state towards authorizing Community Power locally. The process requires a Committee to draft an Electric Aggregation Plan; hold public hearings; and bring the plan before the local legislative body for approval (e.g., town meeting; city/town council vote).

Secondly, when a city or town chooses to move forward with Community Power, that Coalition member will benefit from



shared services and economies of scale in terms of (1) designing, launching and operating their Community Power program by relying on the Coalition's administrative, advisory and operational support services (including energy procurement and risk management), (2) participating in joint project development opportunities (such as community solar and storage projects), and (3) jointly engaging at the Legislature and Public Utility Commission to speak with one voice on public advocacy issues related to energy and Community Power.

There is no cost to joining the Coalition and Community Power programs are self-funded through revenues received from participating customers. Once Coalition members launch Community Power programs and begin providing electric power supply to their residents and businesses, Coalition operations will be funded through revenues associated with customers' electricity purchases.

As a public nonprofit, the Community Power Coalition of New Hampshire is governed by its member communities. Up until there are more than 21 members, each member community will appoint a representative to the CPCNH's Board of Directors. (Thereafter, Directors will be elected by member representatives at annual meetings.) This ensures good governance, accountability, and financial transparency. If Londonderry elects to join the Coalition, the Town Council will appoint a primary representative and alternate to represent the town at Membership meetings and on the CPCNH Board. A Director or Alternate can be an elected official, staff, a committee member, or a volunteer selected by the Town Council and may be changed by the town.

We believe Community Power and the Coalition present a significant opportunity to empower our cities and towns to realize their energy goals, including reducing and stabilizing costs, increasing customer choice and stimulating local economic development of clean energy technologies.

We are pleased to invite the Town of Londonderry to join this Coalition. If you decide to do so, we recommend taking the following steps:

- Review the Joint Powers Agreement;
- Join the Coalition by Town Council vote approving the Joint Powers Agreement for adoption; and
- Establish an Electric Aggregation Committee in accordance with RSA 53-E:6 (which may be an existing committee).
- Appoint primary representative and alternate

Thank you and please do not hesitate to contact any of us for further discussion.

Sincerely,

CPCNH Chair Clifton Below, Assistant Mayor, Lebanon Director

CPCNH Member Ops Committee Chair Lisa Sweet, Rye Director



## Attachment A: Template Motions to Join CPCNH, Appoint a Director and Alternate, Form EAC

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Template language to authorize a municipality to enter into the CPCNH Joint Powers Agreement:

*"[ELECTED OFFICIAL] MOVED, that the [GOVERNING BODY] hereby authorizes the [MANAGER / ADMINISTRATOR / CHAIR] to enter into an intermunicipal agreement known as the "Joint Powers Agreement" under the provisions of New Hampshire RSA 53-A to create the Community Power Coalition of New Hampshire (CPCNH) for the purpose of supporting member municipalities and counties in developing and implementing electric aggregation plans, pursuant to RSA 53-E, as well as related statutory authorities.*

Template language to appoint representation to the CPCNH Board of Directors.

*BE IT FURTHER MOVED, that the [GOVERNING BODY], appoints \_\_\_\_\_ to serve as [NAME OF TOWN/CITY/COUNTY'S] primary representative and Director of CPCNH and \_\_\_\_\_ to serve as an alternate representative to CPCNH and its Board of Directors."*

Template language to establish an Electric Aggregation Committee:

*"[ELECTED OFFICIAL] MOVED, that the [GOVERNING BODY] hereby establish an Electric Aggregation Committee [OR DESIGNATE EXISTING COMMITTEE AS THE ELECTRIC AGGREGATION COMMITTEE] pursuant to RSA 53-E to research Community Power and develop a plan for an electric aggregation program."*

Signed copies of the Joint Powers Agreement should be transmitted to the individuals below. Email transmittals are sufficient.

CPCNH c/o Henry Herndon  
14 Dixon Ave, Suite 201  
Concord, NH 03301  
[Henry@cpcnh.org](mailto:Henry@cpcnh.org)

CPCNH c/o Sustainability Director  
Town of Hanover  
41 S. Main Street  
Hanover, NH 03755  
[Clifton.Below@cpcnh.org](mailto:Clifton.Below@cpcnh.org)

## Attachment B: Coalition Joint Powers Agreement

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The Coalition's Joint Powers Agreement is available on our web site at the link below, and at [www.cpcnh.org/about](http://www.cpcnh.org/about) in the section titled "Key Documents":

- [https://www.cpcnh.org/\\_files/ugd/202f2e\\_22bb91fef73b4affb863a52236b48970.pdf](https://www.cpcnh.org/_files/ugd/202f2e_22bb91fef73b4affb863a52236b48970.pdf)

**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>

This Joint Powers Agreement (“Agreement” or “JPA”) is made and entered into pursuant to the provisions of New Hampshire Revised Statutes Annotated (“NH RSA”) 53-A:3, as it may be amended, providing for the joint exercise of powers among the parties set forth in Attachment B (“Parties”). The term “Parties” shall also include a municipality, county, or a group of such entities operating jointly pursuant to RSA 53-E:3, II(b) added to this Agreement in accordance with Article IV, Section 4. Parties to this Agreement shall also be known as “Members.”

**RECITALS**

**WHEREAS**, the Constitution of New Hampshire declares that “Free and fair competition in the trades and industries is an inherent and essential right of the people and should be protected against all monopolies and conspiracies which tend to hinder or destroy it”;

**WHEREAS**, in 1996, the New Hampshire General Court enacted NH RSA 374-F, the Electric Utility Restructuring Act to “to reduce costs for all consumers of electricity by harnessing the power of competitive markets . . . for wholesale and retail electricity services”;

**WHEREAS**, in 1996, the NH General Court also enacted NH RSA 53-E, “Aggregation of Electric Customers by Municipalities and Counties” and in 2019, the General Court enacted SB 286 (Chapter 316, NH Laws of 2019) to better enable municipalities and counties to create Community Power Aggregations (“CPAs”) as a competitive means for local governments to achieve their local policy goals and assume the responsibility of providing electricity service to their residents and businesses that do not choose an alternative supplier;

**WHEREAS**, electric aggregation will allow communities to promote renewable and distributed energy development, energy efficiency programs, price stability, access to innovative energy products, services, and rates, and local economic benefits through local control;

**WHEREAS**, local communities have substantial responsibilities and authority for land use planning, including adoption of master plans that may address transportation, utility and energy planning among other needs pursuant to NH RSA 674:2, zoning, development review, building and fire code administration, adoption of “stretch” codes pursuant to NH RSA 155-A:2, V, and creation of energy commissions pursuant to NH RSA 38-D for the study, planning, and utilization of energy resources and making recommendations on sustainable practices;

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<sup>1</sup> Amended at first CPCNH Annual Membership Meeting on 4/21/22: 1) corrected spelling of “Coalition” in first line, and 2) added the phrase “unless the Board specifies otherwise” at the end of 3<sup>rd</sup> sentence under Article IX, §1.

<sup>2</sup> The dates for Members joining after 10/1/21 are the dates the Board of Directors approved the new Member.

**WHEREAS**, the Members desire to establish a separate legal entity, known as Community Power Coalition of New Hampshire (“CPCNH” or the “Corporation”), under the provisions of NH RSA 53-A, in order to jointly support the implementation and operation of their respective CPAs and related energy programs and to offer membership on the same mutually-advantageous terms to all municipalities and counties throughout the State of New Hampshire; and

**WHEREAS**, by establishing the Corporation, the Members seek to create an independent enterprise that is financially sustainable, mutually beneficial, responsive to local priorities, well managed, and overseen by both elected officials and members of the public to promote the common good and general welfare by supporting the economic vitality and prosperity of local communities.

## **AGREEMENTS**

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, and conditions hereinafter set forth, it is agreed by and among the Members as follows:

### **ARTICLE I DEFINITIONS AND ATTACHMENTS**

**SECTION 1. Definitions.** Capitalized terms used in the Agreement shall have the meanings specified in Attachment A, except when defined in context (such as where the term is set off by quotation marks or is part of the section or article heading that defines the term) or where the context requires otherwise.

**SECTION 2. Documents Included.** This Agreement consists of this document and the following attachments, all of which are hereby incorporated into this Agreement:

Attachment A: Definitions

Attachment B: Articles of Agreement of the Corporation

Attachment C: Corporation By-Laws

Attachment D: List of Members

Attachment E: Signatories

Attachment F: List of Project Contracts

Attachment G: Notices to Corporation

**SECTION 3. Revision of Attachments.** The Members agree that Attachments D, E, F, and G to this Agreement describe certain organizational and administrative matters that may be revised from time to time upon approval of the Board or Membership, without such revision constituting an amendment to this Agreement. The Corporation shall provide written notice to the Members of revision of any such attachment.

## **ARTICLE II FORMATION OF CORPORATION**

**SECTION 1. Creation of Corporation.** The Corporation will be formed by the filing of the Articles of Agreement of the Corporation in the form set forth in Attachment B with the New Hampshire Secretary of State.

**SECTION 2. Purpose.** The purpose of this Agreement is for Members to make the most efficient use of their powers on a basis of mutual advantage through a corporation separate from, and for which, the Members are not liable for the debts, liabilities, or obligations of the Corporation, except to the extent they may have contracted with the Corporation to be liable thereafter. The Members will form the Corporation to regulate and manage the affairs of the Corporation not inconsistent with the laws of New Hampshire or the Articles of Agreement, in order to study, promote, develop, conduct, operate, and manage energy-related programs, and to exercise all other powers necessary and incidental to accomplishing this purpose. Without limiting the generality of the foregoing, the Members intend for the Corporation to jointly exercise certain powers, privileges, and authorities granted to municipalities and counties pursuant to NH RSA 33-B, NH RSA 53-E, NH RSA 53-F, and NH RSA 374-D (and by reference NH RSA 33), all in accordance with NH RSA 53-A; to assist Members in exercising their authorities under, and complying with, the provisions of NH RSA 53-E in developing and implementing Electric Aggregation Plans and Programs, known as CPAs; to provide supportive services and technical assistance to CPAs serving member municipalities and counties; and to support and promote public education and civic engagement by the residents and businesses of member communities in developing and implementing energy and climate policies and actions and the role of CPAs in advancing such policies and actions for the common good. The Corporation will be a non-stock, non-profit voluntary corporation.

## **ARTICLE III POWERS**

Powers under this Agreement shall be the same as provided for the Corporation as reflected in the Articles of Agreement of the Community Power Coalition of New Hampshire, with the initial text as set forth in Attachment B.

## **ARTICLE IV MEMBERSHIP**

**SECTION 1. Members to Agreement.** Each Member certifies that it intends to, and does, contract with every other Member and, in addition, with such other Members as may later be added. Each Member also certifies that the withdrawal or termination of any Member from this Agreement does not affect this Agreement, each Member's obligations under the Agreement, and each remaining Member's intent to contract with the other Members then remaining. Members acknowledge that membership in the Agreement may change by the addition and/or withdrawal or termination of Members. Prior to the initial Members Annual Meeting, each eligible entity upon delivery of a certified authorization of participation in, and an executed, Agreement shall become a Member as provided for in Sections 2 and 3 below.

**SECTION 2. Membership Eligibility.** Membership in the Agreement will be pursuant to the same terms for Membership in the Corporation as reflected in the By-Laws.



**SECTION 3. Additional Members.** Any eligible entity may become a Member of the Agreement pursuant to the same terms for Membership in the Corporation as reflected in the By-Laws.

**SECTION 4. Voluntary Withdrawal of Member.** Voluntary withdrawal of a Member from the Agreement shall be pursuant to the same terms for voluntary withdrawal of membership in the Corporation as reflected in the By-Laws.

**SECTION 5. Involuntary Termination of Member.** Involuntary Termination of Member from the Agreement shall be pursuant to the same terms for involuntary termination of membership in the Corporation as reflected in the By-Laws.

**SECTION 6. Continuing Obligations.** Any withdrawn or terminated Member shall continue to be liable for its obligations under any Project Contract and Cost Sharing Agreement(s) for the remaining term of any such Project Contract or Cost Sharing Agreement . The Member's equity or deficit position while a participant in any Project Contract will continue to be reflected in the records and reports of the Corporation. The Corporation may withhold funds otherwise owing to the Member or may require the Member to deposit sufficient funds with the Corporation, as reasonably determined by the Board, to cover the Member's liability for the costs described herein. Any amount of the Member's funds held on deposit with the Corporation above that required to pay any liability or obligation shall be returned to the Member.

## **ARTICLE V COST SHARING PRINCIPLES**

**SECTION 1. Fiscal Year.** The fiscal year shall be the calendar year, subject to the Board's discretion to amend the Fiscal Year. Before changing the Fiscal Year, the Board shall confer with the Treasurer and may confer with the auditor.

**SECTION 2. Budget.** The budget will be established pursuant to the terms reflected in the By-Laws.

**SECTION 3. Cost Sharing Agreements.** An agreement shall be entered into between the Corporation and each respective Member, uniform in all material respects, except with regard to the scope of Member services and Project Contracts that each Member selects to participate in and pay for, to ensure that the costs, expenses, debts, and liabilities ("Costs") directly or indirectly incurred by the Corporation on such Member's behalf are recovered through said Member's CPA revenues, or from revenues from grants or other third-party sources. Such Costs shall be classified as:

- (a) **CPA Member Services Costs:** Costs incurred to provide the Complete Service Bundle, or such services that CPCNH offers, shall be recovered directly from Member(s) for the period they contract to receive such service(s). The Complete Service Bundle will include those services CPAs will require to undertake and provide Electric Aggregation Plans and Programs, such as: power supply procurement and management, data and billing, and customer service;
- (b) **General and Administrative Costs:** Costs described in Article V, Section 4 are incurred for the common objectives of all Members of the Corporation, and are not incurred specifically in connection with a particular Project, Project Contract, or Member Service and shall be allocated to, and recovered from, each Member on a *pro rata* basis in accordance with the

following formula: Member CPA's Annual Retail Electricity Load divided by all Member CPAs' Annual Retail Electricity Load; and

- (c) **Direct Project Costs:** Costs incurred for a particular Project pursuant to a Project Contract shall be recovered directly from the Member(s) that participate in a particular Project or pursuant to the Project Contract that governs Member cost responsibility for the Project.

**SECTION 4. General and Administrative Costs.** General and Administrative Costs include those that have been incurred for the general operation and administration of the Corporation, and other expenses of a general character, including but not limited to Costs relating to: administrative offices that serve the Corporation; Corporation-wide financial management, business services, budget and planning, and personnel management; operations of the Corporation's central management information systems; general management of the Corporation, such as strategic direction and member affairs, Board functions, accounting, procurement, and legal services; operation and maintenance expense; depreciation and use allowances; and interest costs.

General and Administrative Costs do not include Costs that relate solely to, or are incurred by, the Corporation for CPA Member Services or as a result of any specific Project or Project Contract. The intent of the Members is to ensure that all Costs incurred by the Corporation that are directly related to CPA Member Services will only be paid by the Members receiving such services or for any specific Project will be paid only by the Project Participants of that specific Project. As such, when an activity or cost generally included within the General and Administrative Cost category benefits CPA Member Services, a specific Project or Project Contract, or is performed or budgeted for a specific Project or Project Contract, an appropriate adjustment shall be made to assure that the proper portion of the Cost of such activity is categorized and allocated as CPA Member Services costs to a Member receiving such service, or as a Direct Project Cost to the Project Participants, subject to Cost allocation under the applicable Project Contract. The Members intend that all Costs of the Corporation that are not directly assigned for recovery to CPA Member Services, a specific Project or Project Contract will be recovered as General and Administrative Costs.

**SECTION 5. Member Advances, Contributions and Repayment.** Upon the request or approval of the Board, any Member may make payments, advances, or contributions to the Corporation for any and all purposes set forth herein, and may contribute personnel, equipment or property, in lieu of other contributions or advances, to assist in the accomplishment of one or more of such purposes. All such payments, advances or contributions, whether in cash or in kind, shall be made to, and may be disbursed or used by, the Corporation. Except as otherwise specified in contracts with Members by the Board, the approved advances will be treated as indebtedness of the Corporation and shall be payable and repaid as such.

**SECTION 6. Refunds.** No Member that withdraws or is terminated shall be entitled to a refund of any payments made in connection with General and Administrative Costs.

**SECTION 7. Funding of Initial Costs.** Any Members that have funded activities necessary to implement the Corporation may request that the Board consider reimbursing said Members for said costs over a reasonable time period and shall provide such documentation of costs paid as the Board may request.

**ARTICLE VI  
MEMBERSHIP MEETINGS**

**SECTION 1. Annual Meeting of the Members.** Membership meetings in the Corporation as reflected in the By-Laws shall substitute for, and fully satisfy, all membership meeting requirements under this Agreement.

**SECTION 2. Expenses.** Each Member shall bear its own expenses, including the expenses of its designated representative (s), for attendance at all regular and special meetings.

**ARTICLE VII  
BOARD OF DIRECTORS**

**SECTION 1. Powers and Duties.** The business and affairs under the Agreement shall be managed by a Board of Directors of the Corporation, which shall have and may exercise all the powers of the Corporation, except as otherwise provided by law, by the Articles of Agreement, by the Corporation By-Laws, or by this Agreement. All matters pertaining to the Board of Directors shall be as specified in the Articles of Agreement, the Corporation By-Laws, and this Agreement.

**SECTION 2. Compensation.** There shall be no compensation of participating Members under the Agreement as provided in the Corporation By-Laws.

**ARTICLE VIII  
EMPLOYEES AND AGENTS**

**SECTION 1. Chief Executive Officer.** The Board of Directors shall appoint a Chief Executive Officer, or such other position as determined by the Board, in accordance with the terms of the Articles of Agreement and the Corporation By-Laws.

**SECTION 2. Employees and Other Agents.** The Board of Directors may appoint, from time to time, such employees and other agents as it shall deem necessary, in accordance with the terms of the Articles of Agreement, the Corporation By-Laws, and this Agreement.

**ARTICLE IX  
COMMITTEES**

**SECTION 1. Establishment.** The Board of Directors may, by resolution adopted at any meeting, create any standing committee. The Board of Directors or Executive Committee may establish any special or ad hoc committee. A majority of members of any committee shall constitute a quorum unless the Board specifies otherwise. Unless the Board otherwise designates, committees shall conduct their affairs in the same manner as provided in this Agreement and the By-Laws for the Board to the extent applicable.

**SECTION 2. Appointment.** Except as otherwise provided in this Agreement, the Chair shall appoint the members and chairs of each committee, subject to approval or modification by the Board, or, in the case of a special or ad hoc committee, by the Executive Committee. Appointments to standing committees shall be for one-year terms, with each term beginning at the conclusion of the Annual Meeting, or as close to thereof as practicable, and ending at the conclusion of the following year's Annual Meeting.

**SECTION 3. Committee Meetings.** Meetings of committees may be called at any time by the

respective chairperson of each committee, or by the Chair, provided that notice is given to all members of the committee in person, by telephone, or by electronic mail at least 24 hours in advance of the meeting. All committee meetings shall comply with New Hampshire's Right-to-Know Law, NH RSA 91-A, and as it may be amended. Reports of committee meetings shall be presented to the Board at its next regular meeting, and each committee shall furnish copies thereof to the Secretary to be maintained with the records of the Corporation. Any committee member may participate in a meeting of the committee by means of a conference telephone, video or similar communications equipment allowing all persons participating in the meeting, including the public, to hear each other at the same time, to the extent allowed by NH RSA 91-A, and participation by such means shall constitute presence in person at a meeting. Unless the Board shall otherwise provide, the standing committees shall have the power to establish their own rules of procedure and to determine the time and place of their meetings.

**SECTION 3. Executive Committee.** At such time as Membership in the Corporation exceeds 11 (eleven) Members, there shall be an Executive Committee consisting of the Chair, the Vice Chair, the Treasurer, the Secretary, and the Immediate Past-Chair. If there is no Immediate Past Chair or the Immediate Past-Chair is no longer a Director of the Board or declines to serve on the committee, another Director may be appointed to serve on the committee. The Chair, Vice Chair, Treasurer, and Secretary shall serve on the committee during their terms in office. Other members shall be appointed for one-year terms and may serve consecutive terms. The Executive Committee shall have authority to exercise all powers of the Board between meetings of the Board but shall exercise such authority only when action is required before the next scheduled Board meeting. All actions taken by the committee shall be reported to the Board at the next meeting of the Board. Further, the committee shall have no authority to take any of the following actions:

- (a) Elect or remove any Director or officer, including the filling of a vacancy.
- (b) Terminate, hire, or take any other action with respect to the employment status of the Chief Executive Officer.
- (c) Adopt or materially amend the Corporation's budget.
- (d) Amend or terminate the Agreement.
- (e) Repeal or adopt any amendment to the Corporation's Articles of Agreement or By-Laws; or
- (f) Approve any merger, reorganization, liquidation, dissolution, or disposition of substantially all the Corporation's assets.

**SECTION 4. Finance Committee.** There shall be a Finance Committee consisting of at least two Directors or alternates, one of whom shall be the Treasurer, who shall serve as chairperson of such Committee. The committee shall advise the Treasurer and the Board as to the investments, budget, and general fiscal policy of the Corporation.

**SECTION 5. Audit Committee.** There shall be an Audit Committee consisting of no fewer than two and no more than six Directors or alternates. The committee shall oversee the quality and integrity of the Corporation's accounting, auditing and reporting practices, shall cause an independent financial report of the accounts and records of the Corporation to be made by a certified public accountant or public accountants each fiscal year, which shall be provided to Directors and to Members at the Annual Meeting. The Corporation shall consider the budget amount necessary for such financial reports as determined by the Audit Committee. The specific

powers and responsibilities of the Audit Committee shall be specified in an Audit Committee Charter, which shall be adopted from time to time by the Members at the Annual Meeting.

**SECTION 6. Regulatory and Legislative Affairs Committee.** There shall be a Regulatory and Legislative Affairs Committee consisting of no fewer than two Directors along with a number of Members determined at the Annual Meeting. The committee shall be responsible for monitoring and advising the Corporation and Members in regard to regulatory and legislative engagement and shall have specific powers and responsibilities as specified in a Regulatory and Legislative Affairs Committee Charter, which shall be adopted from time to time at the Annual Meeting. This committee shall also appoint representatives of the Corporation to serve on statutory commissions, study commissions, and other boards and commissions created by the state legislature.

**SECTION 7. Risk Management Committee.** There shall be a Risk Management Committee consisting of the Chair, the Treasurer, and such other Directors and members as the Board determines. The committee shall develop and recommend to the Board within one year of the Effective Date of this Agreement, and at least biennially thereafter, an Enterprise Risk Management Policy, and shall perform such tasks as, reviewing major risk exposures and monitoring the steps taken to control said exposures. The Risk Management Committee shall commission an independent agent to conduct and deliver to the Board and to the Members at the Annual Meeting an evaluation of the operational performance of the Corporation relative to the Enterprise Risk Management Policy and as otherwise requested by the Board. The Corporation shall budget an amount necessary for the evaluation as determined by the Risk Management Committee, which shall cause to be hired a firm or individual that has no other direct or indirect business relationship with the Corporation. The evaluation shall be conducted at least once every two years, starting within three years of the initial provision of electricity supply to a Member and no individual or firm may be hired to conduct more than two consecutive evaluations. The Risk Management Committee shall act upon a majority vote of the Member Directors of the Committee.

**SECTION 8. Governance Committee.** There shall be a Governance Committee consisting of no fewer than three and no more than six Directors or alternates. The committee shall assist the Members in recruitment of Board Directors; determine eligibility of nominees for consideration of Directorship; monitor the effective functioning of the Board and committees; conduct regular Board orientations and evaluations; periodically review and recommend amendments to this Agreement; and advise the Board and Members, through the Annual Meeting, on governance issues. The Governance Committee shall be comprised of at least one Director each from a city, a town, and a county.

**SECTION 9. Other Committees.** Other committees may be established and abolished as necessary by the Board and given such authority as the Board determines appropriate, subject to the provisions of this article, and except that the authority of the Board itself shall not be delegated to any committee other than the Executive Committee. In the case of such committees established by the Board, it shall not be necessary for a committee member to also be a Member or a Director.

**SECTION 10. Project Committees.** The power to oversee implementation of Projects is delegated to Project Committees as set forth in this Agreement.

## **ARTICLE X PROJECTS**

**SECTION 1. Projects.** The Board may establish Projects and Study Projects (collectively, for purposes of this Article X only both are referred to as “Projects”) within the purpose and power of the Corporation and to adopt general policy guidelines for their implementation. “Project Contracts” means contracts between and among the Corporation and its Members for the Projects. Nothing contained in a Project Contract shall obligate non-participating Members in any respect with the Project.

**SECTION 2. Right to Participate in Projects.** The Board shall provide at least thirty (30) days prior written notice to all Members, unless such notice is otherwise waived, before any Project may be considered for adoption by a vote of the Board. Once a Project is approved by the Board, all Members shall have the right, but not the obligation, to participate in a pro rata share in the Project in relative proportion to the electric load of each Member. If a Project is not fully subscribed, the unsubscribed portion may be divided among the participating Members in the Project that seek a greater participation share in the same proportion as the original allocation until a project is fully subscribed. A Project that is fully subscribed or for which the initial time to participate has closed may remain open to new Members to join subject to, and under the terms of, the Project Contract.

**SECTION 3. Project Participation and Terms.** Each Member’s participation share allocation for the Project shall be based on the financial commitments made by the participating Members or as otherwise may be agreed by the participating Members in a particular Project. Once the Project is fully subscribed or the time to participate has closed, (i) the Treasurer will calculate the number of Project Votes each Member has in the Project, and (ii) the Chief Executive Officer, at the direction of the participating Project Members, will lead the negotiation of the agreements with the Project’s vendors, developers and/or consultants and assist with coordinating the Project Contracts amongst the participating Members and the Corporation. All expenses, rights, and obligations to any specific Project as among the participating Project Members will be as provided through Project Contract that will be separate and distinct from this Agreement.

**SECTION 4. General Project Voting Guidelines.** The following guidelines apply to all Projects established by the Corporation:

- (a) The Members that participate in a Project will all collectively agree, in Project Contract(s), separate from this Agreement, to what extent they will assume any obligations, debts and liability incurred in connection with the formation and/or implementation of such Projects. Nothing in this Agreement requires joint and several liability or imposes any liability on any Member with respect to any Project or Project Contract. The impact of a defaulting Member to any Project Contract shall be solely limited by, and governed according to, the terms for default covered in the Project Contract for the applicable Project.
- (b) Once a Project is fully subscribed or the time to participate has closed, as set forth in Section 2 herein above, and unless otherwise agreed to by the participating Members in a particular Project, all Project Matters regarding the Project shall be decided by 80% of the Project Votes cast thereon; provided that if one party controls more than 80% of the vote, then another party shall be required to vote in the affirmative for any action to be taken to prevent one party from controlling the outcome of the vote, and each Director shall be

entitled to cast all or any portion of the number of such Director's Project Votes.

**SECTION 5. Transfer of Participating Member Project Contract Interests.** Subject to the terms of any financing for a Project, a Project Contract may provide for a Member's transfer of an interest in a Project to other Members participating in the Project Contract and, if such transfer is not fully subscribed by such participating Members, to other Members. Project Contracts shall not permit the transfer of a participating Member's participation interest in a Project Contract to any entity that does not qualify for membership in the Corporation or that would adversely affect the tax status of the Corporation.

**SECTION 6. Project Committees.** There will be a Project Committee for each Project consisting of one Director or alternate from each participating Member, which shall adopt procedures for the committee to follow as deemed appropriate for the Project.

## **ARTICLE XI BONDS AND NOTES**

The Corporation shall have the power to facilitate for Projects or directly issue, sell, and deliver bonds in accordance with the provisions of NH RSA 33-B, RSA 53-E, RSA 53-F, and RSA 374-D, for the purpose of acquiring, financing, performing or constructing one or more Projects and to issue notes for the purpose of financing one or more Study Projects and for the purpose of providing temporary financing of costs of development, construction or acquisition of one or more Projects. The terms and conditions of the issuance of any such bonds or notes shall be set forth in such resolution, indenture, or other instrument, as required by law and as approved by the Board, provided that any such bond or note issuance is approved by participating Members' governing and legislative bodies as required by statute and all such debts, liabilities and obligations shall be non-recourse to any and all of the Members except as expressly agreed to by such Members through a Member's Cost Sharing Agreement or Project Contract or by the terms of legislative body approvals required by statute.

## **ARTICLE XII LIMITATION ON LIABILITY OF MEMBERS**

No debt, liability, or obligation of the Corporation shall be a debt, liability, or obligation of any Member unless otherwise specified and agreed to by individual Members under a Cost Sharing Agreement or Project Contract under this Agreement.

## **ARTICLE XIII ACCOUNTS AND REPORTS**

**SECTION 1. Establishment and Administration of Funds.** The Corporation is responsible for the strict accountability of all funds and reports of all receipts and disbursements. The Board is authorized to select such depositories as it shall deem proper for the funds of the Corporation and will comply with every provision of law relating to the establishment and administration of funds, provided that all funds of the Corporation shall be held in separate accounts in the name of the Corporation. The Corporation shall establish and maintain such funds and accounts as may be required by good accounting practice or by any provision of any resolution, indenture or other instrument of the Corporation securing its bonds or notes, except insofar as such powers, duties

and responsibilities are assigned to a trustee appointed pursuant to such resolution, indenture or other instrument. The books and records of the Corporation shall be open to inspection at all reasonable times to each Member and its representatives. All the books, records, accounts and files referred to in this Article XIII shall be open to the inspection of holders of bonds or notes of the Corporation to the extent and in the manner provided in the resolution, indenture or other instrument providing for the issuance of such bonds or notes.

**SECTION 2. Checks, Notes and Contracts.** The Board shall determine who shall be authorized on behalf of the Corporation to sign bills, notes, receipts, acceptances, endorsements, checks, releases, contracts and documents.

#### **ARTICLE XIV TERM; TERMINATION; LIQUIDATION; DISTRIBUTION**

This Agreement shall become effective (the "Effective Date") when at least two Members execute this Agreement. This Agreement shall continue in full force and effect until terminated by dissolution and liquidation of the Corporation, and distribution of any net proceeds, as provided for in Article XI of the By-Laws.

#### **ARTICLE XV INDEMNIFICATION AND INSURANCE**

Indemnification and insurance shall be as provided for in Article XIII of the By-Laws.

#### **ARTICLE XVI AMENDMENTS, SUCCESSORS AND ASSIGNS**

**SECTION 1. Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Members. No Member shall assign its interest in this Agreement to an entity that is not a Member or that is not eligible to become, and demonstrates an intent to become, a Member. No Member may assign any right or obligation hereunder without the consent of all other Members, provided that such consent shall not be unreasonably withheld. The immediately preceding sentence shall not affect, in any respect, any right of the assignment under any Project Contract between any Member and the Corporation.

**SECTION 2. Amendments.** Subject to any requirements of law or indenture authorizing the issuance of Bonds, this Agreement may be amended at any time and from time to time by a written amendment approved by at least 2/3 (two-thirds) of the votes cast at an Annual Meeting at which a quorum is present, provided that no amendment shall be adopted upon the dissenting vote of two or more Members totaling 50% (fifty percent) or more of the population of all Members as based upon the most recent population census. This Article XVI Section 2 and Articles XII, XIV and XV may not be amended unless such amendment is approved by the governing body of each Member. Attachments B and C, the Articles of Agreement and By-Laws, may be amended by a vote of at least 2/3 (two-thirds) of the votes cast by the Members at a Membership Meeting at which a quorum is present pursuant to the terms specified in Article IX of the By-Laws.



## ARTICLE XVII GENERAL PROVISIONS

**SECTION 1. Breach of Agreement.** If a Member defaults in any undertaking contained in this Agreement, such default shall not excuse such Member from fulfilling its obligations under this Agreement, Cost Sharing Agreement, or Project Contract(s) and each Member shall continue to be liable for the performance of all conditions herein and therein contained. Each Member hereby declares that this Agreement is entered into for the benefit of the Corporation created hereby and each Member hereby grants to the Corporation the right to enforce by whatever lawful means the Corporation deems appropriate all of the obligations of each of the Members hereunder. Each and all of the remedies given to the Corporation hereunder or by any law now or hereafter enacted are cumulative and the exercise of one right or remedy shall not impair the right of the Corporation to any or all other remedies.

**SECTION 2. Dispute Resolution.** The Members and the Corporation shall make reasonable efforts to settle all disputes arising out of, or in connection with, this Agreement. Before exercising any remedy provided by law, a Member or Members and the Corporation shall engage in nonbinding dispute resolution or in a manner agreed upon by the Member or Members and the Corporation. The Members agree that each Member may specifically enforce this provision, Article XVI, Section 2, Dispute Resolution. In the event that dispute resolution is not initiated or does not result in a resolution within 60 days after a written request for dispute resolution, any disputing Member or the Corporation may pursue any remedies provided by law.

**SECTION 3. Notices.** Any notice given pursuant to this Agreement shall be in writing and shall be dated and signed by the Member giving such notice. Notices to the Corporation shall be delivered to the Corporation's principal place of business, as identified in Attachment E. Notice to each Member under this Agreement is sufficient if mailed to the Member and separately to the Member's Director to their respective addresses on file with the Corporation. All written notices sent in the prescribed manner will be deemed given to a Member or the Corporation on whichever date occurs first: (1) the date of personal delivery; (2) the third business day following deposit in the U.S. mail, when sent by "first class," postage prepaid, or faster delivery method; or (3) the date of transmission, when sent electronically, including by email or facsimile.

**SECTION 4. Severability.** Should any portion, term, condition, or provision of this Agreement be determined by a court of competent jurisdiction to be illegal or in conflict with any law of the State of New Hampshire, or be otherwise rendered unenforceable or ineffectual, each and all of the remaining portions, terms, conditions, and provisions of this Agreement shall not be affected thereby and shall remain in full force and effect to the maximum extent permitted by law.

**SECTION 5. Section Headings.** The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section to which they refer of this Agreement.

**SECTION 6. Governing Law.** This Agreement is made and to be performed in the State of New Hampshire, and as such New Hampshire substantive and procedural law shall apply.

**SECTION 7. Execution by Counterparts.** This Agreement may be executed in any number of counterparts, and upon execution by the Corporation and Member, each executed counterpart shall have the same force and effect as an original instrument and as if all Members had signed the same instrument. Any signature page of this Agreement may be detached from any counterpart of this

Agreement without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more signature pages.

## Attachment A: Definitions

1. "Annual Retail Electricity Load" means the annual amount of metered electricity delivered to retail consumers and supplied through the Member CPA during the most recent 12 whole months, or if less than 12 whole months of load have been supplied the calculation of a Member's Annual Retail Electricity Load for the allocation of General and Administrative Costs under Article V, Section 3(b) shall be as provided for under the terms of the Cost Sharing Agreement.
2. "Articles of Agreement" means the Articles of Agreement of Community Power Coalition of New Hampshire, a New Hampshire Nonprofit Corporation to be formed pursuant to NH RSA 292:2 as initially set forth in Attachment B.
3. "Board" means the Board of Directors of the Community Power Coalition of New Hampshire as described in Third article of the Articles of Agreement prior to adoption of the By-Laws and thereafter as described in Article V of the By-Laws.
4. "By-Laws" means the by-laws of the Corporation as initially set forth in Attachment C.
5. "Corporation" means Community Power Coalition of New Hampshire and may be referred to as CPCNH.
6. "Cost Sharing Agreement(s)" means an agreement between CPCNH and each Member pursuant to Article V, Section 3 regarding how Costs of CPCNH will be shared.
7. "CPA" means a Community Power Aggregation, which is the same as a municipal or county aggregation authorized by RSA 53-E.
8. "Directors" means the members of the Board of Directors of CPCNH as referenced in Article VII of this JPA and detailed in Article V of the By-Laws.
9. "Direct Project Costs" means Costs for activities or services that benefit specific Projects as defined in one or more Project Contracts as provided for in Article V, Section 3(c).
10. "Electric Aggregation Plans and Programs" means such services municipalities and Counties undertake pursuant to NH RSA 53-E.
11. "Enterprise Risk Management Policy" means a Board policy framework to enable CPCNH to identify, mitigate, and manage financial, operational, and strategic risks in a holistic, methodical, and transparent manner to support the mission and financial sustainability of CPCNH. Regarding energy portfolio risk management, the policy will identify risks associated with the procurement of the power supply, identify those responsible for administering the various elements of the risk management policy from procurement operations to oversight, set parameters and methodologies for managing risk associated with procuring and hedging the power supply portfolio including the specification of authorized products, terms and transaction limits, and provide for the accrual of reserve funds for the purpose of satisfying all financial obligations and objectives associated with management of the power supply portfolio.
12. "Member Directors" means Directors appointed by a Member of this Agreement.
13. "Members Annual Meeting" means the Annual Membership Meeting of CPCNH as referenced in Article VI, Section 1 of this JPA and described in Article IV of the By-Laws.
14. "Member Services" means services provided by CPCNH to Members as referenced in Article V, Section 3(a) of this JPA.

15. "Membership" means all of the Members of CPCNH as described in Article III of the By-Laws.
16. "Project" means any of the following activities as approved by the Board pursuant to Article X: (i) the design, development, contracting for, lease, acquisition, transfer, construction, financing, operation, maintenance, and/or ownership of facilities for generation, storage, and/or distribution of electrical energy, including but not limited to electric meters, meter communications, microgrids, and electric vehicle charging infrastructure, and any related transactions, services, and goods that may be necessary or convenient to acquire, construct, and/or finance such facilities; (ii) the bulk purchasing and/or use of Member funds to finance retail customer technologies, including, but not limited to, distributed energy resources such as solar photovoltaics, battery storage, heat pumps, electric vehicle chargers, energy efficiency and/or demand response technologies; and/or (iii) activities as may otherwise be defined by the Board within the powers of Corporation.
17. "Project Contract" means a contract by and among the Corporation and its participating Members for a Project.
18. "Project Matter" means a matter for decision by the Members subscribed to a Project or Study Project involving a question or matter pertinent to considering, entering, studying, planning, financing, developing, acquiring, constructing, reconstructing, improving, enlarging, bettering, operating and/or maintaining the Project or Study Project as to which there shall be one or more Project Contracts.
19. "Project Participants" means the Members that choose to participate in any particular project pursuant to Article X, Section 2 of this JPA.
20. "Project Votes" means the number of votes a Member shall be entitled to cast with respect to a Project Matter. Unless otherwise agreed by the Project Participants each Member shall be entitled to cast that number of votes, with respect to a Project Matter, computed as follows: That number of votes (rounded to the next higher whole number) equal to 1000 multiplied by the result of dividing (i) the amount of the Member's financial commitment in the Project or Study Project to which the Project Matter relates, by (ii) the aggregate amount of all Members' then existing financial commitments in such Project or Study Project. In the event that such a calculation is being made with respect to a Project (other than a Study Project) prior to the date of commencement or commercial operation of the Project, as applicable, such calculation shall be made as of the anticipated date of commencement or commercial operation of such Project.
21. "Regular Meeting" means a regularly scheduled meeting of the Membership, or the Board, as established at a prior meeting of the Membership, or the Board, respectively.
22. "Special Meeting" means a meeting of the Membership, or the Board, as called by the Board, or its Chair, respectively, or by request of other Members, or Directors, respectively, pursuant to Article 4 or Section 5.8 of the By-Laws.
23. "Study Project" means one or more proposed Projects as to which the Corporation undertakes to make studies or to acquire options or permits and to incur other preliminary Costs prior to the undertaking of the solicitation, construction or acquisition of such proposed Project.

**Attachment B: Articles of Agreement of the Corporation**

*The State of New Hampshire*

Recording Fee: \$25.00

RSA 292:2

**ARTICLES OF AGREEMENT  
OF  
COMMUNITY POWER COALITION OF NEW HAMPSHIRE  
A NEW HAMPSHIRE NONPROFIT CORPORATION**

THE UNDERSIGNED, being persons of lawful age, associate under the provisions of the New Hampshire Revised Statutes Annotated, Chapter 292 by the following articles:

**FIRST:** The name of the corporation shall be "Community Power Coalition of New Hampshire" (abbreviated "CPCNH").

**SECOND:** The purpose of CPCNH is to promote the common good and general welfare by supporting the economic vitality and prosperity of local communities by enabling municipalities and counties to support and jointly exercise authorities granted to them pursuant to NH RSA 33-B, NH RSA 53-E, NH RSA 53-F, and NH RSA 374-D (including by reference NH RSA 33), all in accordance with NH RSA 53-A; to assist member municipalities and counties in complying with the provisions of NH RSA 53-E in developing and implementing Electric Aggregation Plans and Programs known as Community Power Aggregations ("CPAs"); to provide supportive services and technical assistance to community power aggregations serving member towns, cities, counties, unincorporated places, and village districts; and to support and promote public education and civic engagement by the residents and businesses of member communities in developing and implementing energy and climate policies and actions and the role of CPAs in advancing such policies and actions for the common good. This voluntary corporation is formed to carry out the objectives and purposes of the Community Power Coalition of New Hampshire Joint Powers Agreement executed on or before its effective date of October 1, 2021 pursuant to RSA 53-A (the "JPA").

**THIRD:** The provisions for establishing membership and participation in the corporation are as follows:

Pursuant to NH RSA 53-E members of CPCNH may include counties, cities, towns, unincorporated places, and village districts within the state and any grouping of such entities operating pursuant to NH RSA 53-E:3, II(b). Any of the foregoing may become a Member upon complying with the requirements established by the CPCNH Board of Directors.

Each Member shall have one vote at all Member meetings.

Filed  
Date Filed : 10/01/2021 10:11:00 AM  
Effective Date : 10/01/2021 10:11:00 AM  
Filing # : 5450650 Pages : 6  
Business ID : 882366  
William M. Gardner  
Secretary of State  
State of New Hampshire

**Attachment B: Articles of Agreement of the Corporation**

*The State of New Hampshire*

Recording Fee: \$25.00

RSA 292:2

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Each Member shall have one vote at all Member meetings.

## **Attachment B: Articles of Agreement of the Corporation**

The initial board of directors shall be the incorporators. The board of directors shall establish a code of by-laws not inconsistent with these Articles of Agreement or the provisions NH RSA 292 as amended, for the governance of the corporation.

These Articles of Agreement may be amended by a vote of the two-thirds of the Members at a Member meeting.

**FOURTH:** The provisions for disposition of the corporate assets in the event of dissolution of the corporation including the prioritization of rights of shareholders and members to corporate assets are:

In the event of dissolution, all net proceeds from the liquidation of the assets and property of CPCNH and any remaining assets shall be conveyed to its Members that remain at the time of dissolution as is determined by the Board in accordance with law. No Director, Officer, committee member, employee, or individual connected with CPCNH shall be entitled to share in the liquidation or distribution of any of the assets of CPCNH upon its dissolution.

**FIFTH:** The New Hampshire principal address at which the business of this corporation is to be carried on is: City Hall, City of Lebanon, 51 N. Park Street, Lebanon.

Principal Mailing address is: CPCNH c/o Sustainability Director, Town of Hanover, 41 S Main Street, Hanover, NH 03755.

Business Email is info@cpcnh.org.

Please check if you would prefer to receive the courtesy Nonprofit Report Reminder by email.

**SIXTH:** The amount of capital stock, if any, or the number of shares or membership certificates, if any, and provisions for retirement, reacquisition and redemption of those shares or certificates are: There is no capital stock, shares, or membership certificates.

**SEVENTH:** The powers of the Corporation shall include the following:

- 7.1. Receive contributions and donations of property, funds, services, and other forms of assistance from any source;
- 7.2. Employ agents and employees;
- 7.3. Lease real or personal property as lessee and as lessor;

## **Attachment B: Articles of Agreement of the Corporation**

7.4 Acquire, contract, manage, maintain, sell, or otherwise dispose of real and personal property and operate any buildings, infrastructure, works, or improvements;

7.5 Receive, collect, invest, and disburse moneys;

7.6 Make and enter into contracts;

7.7 Sue and be sued in its own name;

7.8 Establish, operate, maintain and/or fund energy-related programs;

7.9 Make and enter into service agreements relating to the provision of services necessary to plan, implement, operate, and administer CPCNH's affairs;

7.10 Apply for, accept, and receive all licenses, permits, grants, loans, or other aids from any federal, state, or local public agency;

7.11 Submit documentation and notices, register, and comply with orders, tariffs, and agreements for the establishment and implementation of community power aggregations and other energy related programs;

7.12 Acquire, purchase, finance, offer, arrange, construct, maintain, utilize and/or operate one or more Projects as that term is defined in the JPA;

7.13 Incur debts, liabilities, and obligations, provided that all debts, liabilities and obligations shall be non-recourse to any and all of the Members unless expressly agreed to by such Members through a Member's Cost Sharing Agreement or Project Contract as those terms are defined in the JPA;

7.14 Issue revenue bonds, and incur other forms of indebtedness including but not limited to loans from private lending sources, pursuant to NH RSA 33-B, RSA 53-E, RSA 53-F, and RSA 374-D, provided that any such bond or debt issuance is approved by participating Members' governing and legislative bodies as required by statute;

7.15 Form subsidiary or independent entities to carry out energy supply, energy conservation and other energy-related programs that may be conducted by CPCNH;

7.16 Intervene in germane regulatory proceedings on behalf of itself and its Members;

7.17 Engage in germane legislative activity, but shall not under any circumstance directly or indirectly participate or intervene in any political campaigns on behalf of or in opposition to any candidate for public office;

7.18 Assign, delegate, or contract with a Member or third party to perform any of the duties of the Board, including, but not limited to, acting as administrator of the Corporation;

7.19 Carry out other duties as required to accomplish other responsibilities as set forth in the JPA; and

7.20 Exercise all other powers necessary, proper, and lawful to carry out the Articles of Agreement.



**Attachment B: Articles of Agreement of the Corporation**

7.21 Defend, hold harmless, and indemnify, to the fullest extent permitted by law, each Member from any liability, claims, suits, or other actions.

**EIGHTH:** Provision eliminating or limiting the personal liability of a director, an officer or both, to the corporation or its shareholders for monetary damages for breach of fiduciary duty as a director, an officer or both is as follows:

There shall be no personal liability of a director, an officer, or both, to the corporation for monetary damages for breach of fiduciary duty as a director, an officer, or both, except with respect to:

1. Any breach of the director's or officer's duty of loyalty to the corporation.
2. Acts or omissions which are not in good faith or which involve intentional misconduct or a knowing violation of law.
3. Any transaction from which the director, officer, or both, derived an improper personal benefit.

**NINTH:** Signatures and post office address of each of the representatives of the governmental entities associated together to form the corporation:

**Signature and Name**

**Post Office Address**

1. \_\_\_\_\_  
Signature

25 Perley Ave.  
Street

Clifton C. Below  
Name (please print)

Lebanon, NH 03766-1816  
City/Town/State/Zip

2. \_\_\_\_\_  
Signature

\_\_\_\_\_  
Street

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
City/Town/State/Zip

3. \_\_\_\_\_  
Signature

\_\_\_\_\_  
Street

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
City/Town/State/Zip

**Attachment B: Articles of Agreement of the Corporation**

7.21 Defend, hold harmless, and indemnify, to the fullest extent permitted by law, each Member from any liability, claims, suits, or other actions.

**EIGHTH:** Provision eliminating or limiting the personal liability of a director, an officer or both, to the corporation or its shareholders for monetary damages for breach of fiduciary duty as a director, an officer or both is as follows:

There shall be no personal liability of a director, an officer, or both, to the corporation for monetary damages for breach of fiduciary duty as a director, an officer, or both, except with respect to:

1. Any breach of the director's or officer's duty of loyalty to the corporation.
2. Acts or omissions which are not in good faith or which involve intentional misconduct or a knowing violation of law.
3. Any transaction from which the director, officer, or both, derived an improper personal benefit.

**NINTH:** Signatures and post office address of each of the representatives of the governmental entities associated together to form the corporation:

**Signature and Name**

**Post Office Address**

1. Clifton C. Below  
Signature

25 Perley Ave.  
Street

Clifton C. Below  
Name (please print)

Lebanon, NH 03766-1816  
City/Town/State/Zip

2. ~~Signature~~  
Signature

229 Main St  
Street

Teria Brown  
Name (please print)

Nashua NH 03060  
City/Town/State/Zip

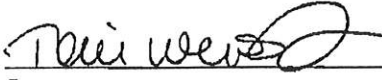
3. Andrea Hodson  
Signature

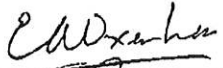
705 Chesham Rd, PO Box 284  
Street

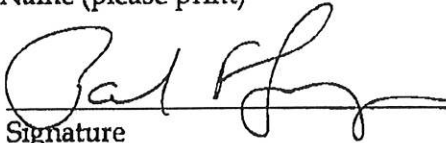
Andrea Hodson  
Name (please print)


Harrisville NH 03450  
City/Town/State/Zip


Attachment B: Articles of Agreement of the Corporation

4.  186 South Main St.  
 Signature Street  
Toni Weinstein Newmarket, NH 03857  
 Name (please print) City/Town/State/Zip

5.  92 METHODIST HILL RD, PLAINFIELD  
 Signature Street NH 03781  
~~Paul Looney~~ ~~EVAN OXENHAM~~ ~~34 Elm St Walpole NH 03608~~ ~~PPR~~  
 Name (please print) City/Town/State/Zip

6.  34 Elm St Walpole NH 03608  
 Signature Street  
Paul F. Looney Walpole NH 03608  
 Name (please print) City/Town/State/Zip

7.  14 BARRETT AVE  
 Signature Street  
TERRY M. CLARK KEENE NH 03431  
 Name (please print) City/Town/State/Zip

8.  41 S. Main Street  
 Signature Street  
April Salas Hanover, NH 03755  
 Name (please print) City/Town/State/Zip

Note: At least five signatures are required.

DISCLAIMER: All documents filed with the Corporation Division become public records and will be available for public inspection in either tangible or electronic form.

**Attachment C: Corporation By-Laws**

**BY-LAWS  
of the  
COMMUNITY POWER COALITION  
OF NEW HAMPSHIRE**

**ARTICLE I  
NAME**

The name of the corporation shall be the Community Power Coalition of New Hampshire (“CPCNH”).

**ARTICLE II  
PURPOSE AND POWERS**

**Section 2.1 Purpose**

The purpose of CPCNH is to promote the common good and general welfare by supporting the economic vitality and prosperity of local communities by enabling municipalities and counties to support and jointly exercise authorities granted to them pursuant to NH RSA 33-B, NH RSA 53-E, NH RSA 53-F, and NH RSA 374-D (including by reference NH RSA 33), all in accordance with NH RSA 53-A; to assist member municipalities and counties in complying with the provisions of NH RSA 53-E in developing and implementing Electric Aggregation Plans and Programs known as Community Power Aggregations; to provide supportive services and technical assistance to community power aggregations serving member towns, cities, counties, unincorporated places, and village districts; and to support and promote public education and civic engagement by the residents and businesses of member communities in developing and implementing energy and climate policies and actions and the role of community power aggregations in advancing such policies and actions for the common good.

**Section 2.2 Community Power Coalition of New Hampshire Joint Powers Agreement**

This voluntary corporation is formed to carry out the objectives and purposes of the Community Power Coalition of New Hampshire Joint Powers Agreement effective on October 1, 2021 (the “JPA”).

**Section 2.3 Powers**

CPCNH is authorized, in its own name, to do all acts permitted under NH RSA 53-A, as amended from time to time, such other provisions of New Hampshire law not inconsistent with NH RSA 53-A, as well as any act necessary, consistent with New Hampshire law, to fulfill the purposes set forth in Section 2.1 above, including but not limited to, each of the following:

### **Attachment C: Corporation By-Laws**

**2.3.1** Receive contributions and donations of property, funds, services, and other forms of assistance from any source;

**2.3.2** Employ agents and employees;

**2.3.3** Lease real or personal property as lessee and as lessor;

**2.3.4** Acquire, contract, manage, maintain, sell, or otherwise dispose of real and personal property and operate any buildings, infrastructure, works, or improvements;

**2.3.5** Receive, collect, invest, and disburse moneys;

**2.3.6** Make and enter into contracts;

**2.3.7** Sue and be sued in its own name;

**2.3.8** Establish, operate, maintain and/or fund energy-related programs;

**2.3.9** Make and enter into service agreements relating to the provision of services necessary to plan, implement, operate, and administer CPCNH's affairs;

**2.3.10** Apply for, accept, and receive all licenses, permits, grants, loans, or other aids from any federal, state, or local public agency;

**2.3.11** Submit documentation and notices, register, and comply with orders, tariffs, and agreements for the establishment and implementation of community power aggregations and other energy related programs;

**2.3.12** Acquire, purchase, finance, offer, arrange, construct, maintain, utilize and/or operate one or more Projects as that term is defined in the JPA;

**2.3.13** Incur debts, liabilities, and obligations, provided that all debts, liabilities and obligations shall be non-recourse to any and all of the Members unless expressly agreed to by such Members through a Member's Cost Sharing Agreement or Project Contract as those terms are defined in the JPA;

**2.3.14** Issue revenue bonds, and incur other forms of indebtedness including but not limited to loans from private lending sources, pursuant to NH RSA 33-B, RSA 53-E, RSA 53-F, and RSA 374-D, provided that any such bond or debt issuance is approved by participating Members' governing and legislative bodies as required by statute;

**2.3.15** Form subsidiary or independent entities to carry out energy supply, energy conservation and other energy-related programs that may be conducted by CPCNH;

**2.3.16** Intervene in germane regulatory proceedings on behalf of itself and its Members;

**2.3.17** Engage in germane legislative activity, but shall not under any circumstance directly or indirectly participate or intervene in any political campaigns on behalf of or in opposition to any candidate for public office;

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**2.3.18** Assign, delegate, or contract with a Member or third party to perform any of the duties of the Board, including, but not limited to, acting as administrator of the Corporation;

**2.3.19** Carry out other duties as required to accomplish other responsibilities as set forth in the JPA; and

**2.3.20** Exercise all other powers necessary, proper, and lawful to carry out the Articles of Agreement and these By-Laws.

**2.3.21** Defend, hold harmless, and indemnify, to the fullest extent permitted by law, each Member from any liability, claims, suits, or other actions.

### **ARTICLE III MEMBERSHIP**

#### **Section 3.1 Members**

The initial Members of CPCNH shall be the towns, cities, and counties that entered into the JPA on or before its effective date of October 1, 2021. Pursuant to NH RSA 53-E, the following shall be also eligible to become members of CPCNH:

#### **Section 3.2 Municipalities**

Any city, town, unincorporated place, or village district within the state. Any such entity (hereinafter "*Municipality*") shall be eligible for membership in CPCNH.

#### **Section 3.3 Counties**

Any county within the state. Any such entity (hereinafter "*County*") shall be eligible for membership in CPCNH.

**Section 3.4 Joint Powers Authority** Any group of municipalities and counties that have chosen to jointly operate a community power aggregation in accordance with NH RSA 53-A and RSA 53-E shall be eligible for membership in CPCNH as a Joint Powers Authority in lieu of individual municipal or county memberships.

#### **Section 3.5 Manner of Becoming a Member**

Any city, town, unincorporated place, village district, county, or joint powers authorities may become a Member at any time upon an affirmative vote by the governing body of the proposed new Member to approve and join the Community Power Coalition of New Hampshire Joint Powers Agreement and by an affirmative vote of a majority of the Board of Directors to approve the new Member.

#### **Section 3.6 Designation of Member Representatives; Voting**

The governing body of each Member shall designate in writing to the Chief Executive Officer, or Chair of the Board in the absence of a Chief Executive Officer, an elected or appointed official as a Member representative who shall attend CPCNH meetings and vote on behalf of the Member. The governing body of each Member may also designate in writing an alternate to serve when the primary representative is

## **Attachment C: Corporation By-Laws**

unavailable. The designated representative or alternate may also be employees or volunteers of the Member. Each Member shall be entitled to one vote on the election of Directors and all other matters submitted to a vote of the membership.

### **Section 3.7 Voluntary Withdrawal of Membership**

A Member's membership with CPCNH may be withdrawn by the Member's governing body upon notifying the Chair of the Board of Directors in writing and complying the provisions of Section 3.9.

### **Section 3.8 Involuntary Termination of Membership**

A Member's membership with CPCNH may be terminated by a two-thirds (2/3) vote of the entire Board of Directors, with the exception of the terminated Member's representative if they are also a Director, for reasons deemed good and sufficient by the voting Directors. Default under a Project Contract, failure to satisfy the material terms of its Cost Sharing Agreement, as defined in the JPA, with the Corporation, and material non-compliance with the provisions of the JPA are each ground for terminating membership.

### **Section 3.9 Continuing Obligations**

Any withdrawn or terminated Member shall execute all reasonable and necessary documents to effectuate such withdrawal or termination and such Members' continuing obligations shall be pursuant to the same terms for continuing obligations as provided for under Article IV, Section 6 of the JPA.

## **ARTICLE IV**

### **MEMBERSHIP MEETINGS**

#### **Section 4.1 Annual Membership Meeting of CPCNH**

Each April there shall be an annual meeting ("Annual Membership Meeting") of the Members at a specific date, time, and place established by the Board of Directors ("Board"). Written notice thereof shall be sent to the principal executive officers of each Member by the Chief Executive Officer or Chair of the Board not less than thirty (30) days prior to the Annual Membership Meeting date. The notice shall set forth the number of Directors to be elected by the Members, as well as any other items of business to be conducted at the Annual Membership Meeting. Only those items set forth in the notice shall be acted upon at the Annual Membership Meeting.

#### **Section 4.2 Regular Meetings of CPCNH**

The Members may vote to hold periodic meetings. An annual schedule for such meetings may be established by a majority vote of the Members. Written notice for each such meeting shall be given not less than ten days prior to the date of the meeting. The notice shall set forth the items of business to be conducted at each meeting. By a majority vote of the Members present at the meeting, items of business not identified in the meeting notice may be transacted at such meeting.

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### **Section 4.3 Special Meetings**

Special meetings of CPCNH may be called by the Board or at the written request of twenty-five percent (25%) of the Members. Written notice of a special meeting shall be given not less than five (5) days prior to the date of said meeting. Only such business stated in the notice shall be transacted at the said meeting.

### **Section 4.4 Quorum**

Not less than twenty-five percent (25%) of the total number of Members shall constitute a quorum for any meeting of the Members of CPCNH.

### **Section 4.5 Vote Necessary to Take Action**

A plurality vote of the Members in attendance at a Membership meeting shall be necessary to elect any Director. A majority vote of the Members in attendance at a Membership meeting shall decide any other matter, except as otherwise provided in these By-Laws. Attendance at a meeting may be in the manners specified in Section 5.10 of these By-Laws.

### **Section 4.6 Meetings Subject to Right-to-Know Law**

All meetings of CPCNH shall comply with New Hampshire's Right-to-Know Law, NH RSA 91-A, as amended from time to time.

## **ARTICLE V**

### **BOARD OF DIRECTORS**

#### **Section 5.1 Management**

The affairs, activities, and property of CPCNH shall be managed, directed, and controlled by, and its power exercised by and vested in a Board of Directors, which shall have all powers enumerated in the Articles of Agreement, the laws of the State of New Hampshire as amended from time to time, and all other powers conferred by these By-Laws and the JPA. Each year the Board shall establish the budget for CPCNH.

#### **Section 5.2 Board Duties**

In addition to those duties outlined briefly in Section 5.1 above, the Board may appoint a Chief Executive Officer and authorize such other positions as it shall deem necessary to conduct the work of the organization.

#### **Section 5.3 Composition**

**5.3.1 Initial Board** Subject to the provisions of Section 5.3.2, below, the initial Board of Directors shall consist of one designated representative, or alternate, from each Member. At any point in time that there are less than five (5) Members, the Members, through their representatives to the Board of Directors, may elect additional voting Directors by majority vote, such that there is always a minimum of five (5) voting



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Directors. The term of such additional voting Directors shall end when there are at least 5 Members with representation on the Board of Directors.

### **5.3.2 Subsequent Boards**

Until such time as there are a total of twenty-one (21) Members, all Member representatives or their alternates shall serve as Directors. At such time as there shall be more than a total of twenty-one (21) Members, members of the Board ("Directors") shall be selected from the representatives and alternates of Members of CPCNH, and such other persons as provided in Section 5.4 of these By-Laws. At such time, to ensure the broadest support for the goals of CPCNH, the organization shall seek Board members who reflect the qualifications and diversity determined by the Board in its policies. Among these considerations the Board shall at all times, so long as there are sufficient Member representatives from each of the following designations, include the following: not less than two Directors from cities, not less than two Directors from towns, and not less than two Directors from counties or joint powers authorities. There shall not be two or more Directors that represent the same city, town, county, or joint powers authority. Every reasonable effort shall be made to assure geographic diversity on the Board.

### **Section 5.4 Non-Voting Directors**

The Board, by majority vote, may appoint non-voting persons to serve on the Board based on their expertise in areas valuable to the operations of CPCNH and as liaisons with other related organizations.

### **Section 5.5 Terms of Office**

Starting with the first election of Directors by the Membership pursuant to paragraph 5.3.2. Directors shall serve three (3) year terms, staggered so that approximately one-third (1/3) of the Directors will be elected each year. There shall be no term limit.

### **Section 5.6 Election**

Directors of CPCNH shall be elected by a plurality vote of the Members in attendance at each Annual Membership Meeting. Attendance at the Annual Membership Meeting may be in the manners specified in Section 5.10 of these By-Laws. Vacancies on the Board may be filled by majority vote at any Regular Meeting or Special Meeting of the Board, and those so elected shall fill the unexpired term of their predecessors in office.

### **Section 5.7 Number**

The initial Board shall consist of all the Member representatives or their alternates, plus such additional Directors as may be elected pursuant to paragraph 5.3.1 until such time as there are more than twenty-one (21) Members. When there are more than twenty-one (21) Members the Board shall consist of not less than eleven (11) Directors and not more than twenty-one (21) Directors. The number of Directors to be

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elected shall be established by the Board of Directors each year prior to the Annual Membership Meeting and included in the notice for such Meeting in accordance with Section 4.1.

### **Section 5.8 Meetings**

The Chair may call meetings of the Board at any time, and a Special Meeting must be called when requested in writing by twenty-five percent (25%) of the Directors. Notice for a Special Meeting of the Board must be provided to each Director in writing at least five (5) days prior to the Special Meeting and shall specify the purpose of the Special Meeting. Only the items indicated in the Notice shall be acted upon at a Special Meeting.

### **Section 5.9 Annual Meeting of the Board**

The Annual Meeting of the Board Directors shall be held immediately following the Annual Membership Meeting, or at such other time as may be established by the Board, for the purposes of electing officers, receiving reports on the financial fitness and activities of CPCNH, and determining the direction of the organization for the coming year. The specific location and time of the Annual Meeting of the Board and the Membership shall be held at such place as may be designated from time to time by the Board.

### **Section 5.10 Electronic Participation at Meetings of the Board**

To the extent permitted by RSA 91-A the Directors or the members of any committee may participate in, and act at any meeting, using any means of communication so long as all persons participating in the meeting can communicate with each other concurrently. Such communication includes video, audio, electronic, and telephonic conferencing. Participation by telephone or other electronic means shall be equivalent to presence in person at a meeting for the purposes of determining if a quorum is present. All Directors attending meetings by audio or electronic conferencing shall be entitled to vote as if they were personally and physically present at the meeting and their votes shall be recorded by the Secretary as completed via audio or electronic attendance. E-mail is not considered a proper form of electronic participation at a meeting. Only those attending a meeting in-person may vote to break a tie.

### **Section 5.11 Record of Meetings**

The Secretary or, in the absence of the Secretary, one of the Directors designated by the Chair and participating in the meeting, shall keep a record of Board meetings.

### **Section 5.12 Quorum**

At all meetings of the Board, twenty-five percent (25%) of the Directors then serving shall be necessary and sufficient to constitute a quorum for the transaction of business. The act of a majority of the Directors present at any meeting at which there is a quorum shall be considered the act of the Board, except as may be otherwise

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specifically provided by the laws of the State of New Hampshire or these By-Laws. No business shall be transacted at any meeting of the Board at which the required quorum is not present, and the only motion, which the Chair shall entertain at such meeting, is a motion to adjourn.

### **Section 5.13 Removal of Directors**

Any Director may be removed at any time, with or without cause, by a vote of two-thirds (2/3) of all of the Directors, with the exception of the Director subject removal, at any Regular Meeting or Special Meeting of the Board called for that purpose. In addition, any Director who fails to attend three (3) Regular Meetings of the Board in a fiscal year may be asked to resign unless the Chair of the Board has excused the absences.

### **Section 5.14 Manner of Acting**

The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board, unless the act of the greater number is required by law or these By-Laws.

**5.14.1** To the extent permitted by RSA 91-A the Board may also act without a meeting on any action required or permitted to be taken at a meeting if:

**5.14.1.1** Written consent setting forth the action taken thereto is signed by all the Directors and filed with the minutes of the meetings of the Board. Written consents may be executed in any number of counterparts, all of which when taken together shall constitute a single original consent.

**5.14.1.2** Consent by electronic mail setting forth the action taken thereto is submitted and received by all the Directors and filed with the minutes of the meetings of the Board. Such consents shall be treated as a vote of the Directors for all purposes.

### **Section 5.15 Compensation**

Board positions are voluntary, and Directors shall not receive any compensation for their service as Directors from CPCNH. Compensation by a Member of its representative is not precluded by these By-Laws. The Board may adopt policies providing for reasonable reimbursement of Directors for incidental expenses incurred in conjunction with carrying out their duties as Directors, such as extraordinary travel expenses to attend Board meetings.

### **Section 5.16 Director Serving as Chief Executive Officer, Employee Serving as Director**

In no event may a Director serve as a Chief Executive Officer until six months after his or her term as a Director or resignation from the Board. In no event may an employee of CPCNH serve as a Director until six months after the termination of their employment.

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### ARTICLE VI COMMITTEES

#### Section 6.1 Committees

Article IX of the JPA provides for committees that shall be established and other committees that may be established by the Board, including special or ad hoc committees, as the Directors deem necessary and appropriate to carry on or oversee the work of the organization and goals and purposes of the JPA.

The Board shall strive to maintain diversity in the membership of each committee to include consideration of the size and location of the various Members.

In addition, the Board shall strive to appoint committee members with specialized knowledge in the areas for which each committee shall have responsibility.

#### Section 6.2 Limitations

Any committee whether established under the JPA or by the Board, to the extent provided in a resolution of the Board, shall have all the authority of the Board, except that no committee, regardless of Board resolution may:

6.2.1 Take any final action on matters that also requires Board approval;

6.2.2 Fill vacancies on the Board or any committee which has the authority of the Board;

6.2.3 Expend CPCNH funds, except as authorized by the Board;

6.2.4 Appoint other committees of the Board or the members of committees; and

6.2.5 Approve any transaction to which CPCNH is a party, and one or more Directors have a material financial interest.

### ARTICLE VII OFFICERS

#### Section 7.1 Officers

The Officers of CPCNH shall consist of a Chair, the Immediate Past- Chair, a Vice-Chair, a Secretary, a Treasurer, and such other officers ("*Officers*") as shall be determined by the Board, all of which shall be elected by the Board. All Officers shall be members of the Board.

#### Section 7.2 Election and Term of Office

The Board shall elect the Officers of CPCNH by majority vote of the Directors in attendance at each Annual Meeting. Between Annual Membership Meetings, vacancies in any Officer position may be filled by a majority vote of the Directors present at any regularly or specially scheduled meeting of the Board. The Officers of CPCNH shall

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hold office for a term of one (1) year and shall not serve more than three (3) consecutive one (1) year terms in any office.

### **Section 7.3 Chair**

The Chair shall preside at all meetings of the Board and shall have and exercise general charge and supervision over the affairs of CPCNH and the Chief Executive Officer. The Chair shall perform such other duties as may be assigned by the Board. He or she or the Chief Executive Officer shall, unless otherwise ordered by the Board, execute all written agreements and contracts in the name of CPCNH, subject to the approval of the Board or the Executive Committee.

### **Section 7.4 Immediate Past-Chair**

Upon completing a final term as Chair, the person in that position shall automatically move into the position of Immediate Past-Chair. The Immediate Past-Chair shall remain a full voting member of the Board, even if his or her term has expired, and the Board has reached its quota, provided that the Immediate Past-Chair remains a designated representative or alternate of his or her Member. This position will be a one (1) year position. The Immediate Past-Chair shall serve as an adviser to the Board Chair.

### **Section 7.5 Vice Chair**

The Vice Chair shall perform such duties as prescribed by the Board or the Chair and shall act for the Chair in his or her absence.

### **Section 7.6 Secretary**

The Secretary shall be present at all meetings of the Board and keep or cause to be kept minutes of all meetings of the Board and maintain custody thereof. The Secretary shall perform all other duties incident to the office, and such other duties as may be assigned by the Board.

### **Section 7.7 Treasurer**

The Treasurer shall oversee the collection and receipt of all money due CPCNH and shall have supervision of CPCNH monies and regular books of accounts. He or she shall oversee the deposits, expenditure, or investment of such funds according to the direction of the Board. He or she shall oversee the full and accurate recordation of receipts, deposits, investments, and expenditures. The Treasurer shall submit periodic reports of financial transactions to the Board at least quarterly, and more often if so requested. In conjunction with the Chief Executive Officer, he or she shall prepare the annual budget for approval of the Board.

### **Section 7.8 Removal**

Any Officer may be removed from office at any time, with or without cause, by the affirmative vote of two-thirds (2/3) of the Board at any Regular Meeting or Special

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Meeting of the Board called expressly for that purpose, or whenever, in its judgment, the best interest of CPCNH would be served thereby.

### **ARTICLE VIII**

#### **CHIEF EXECUTIVE OFFICER**

The Chief Executive Officer shall be engaged by the Board in such manner as it determines. The title for the Chief Executive Officer be part of the negotiations with the Board. The Chief Executive Officer serves at the pleasure of the Board. The Executive Committee shall review compensation and annual performance evaluation in a process conducted by the Chair of the Board.

In general, the Chief Executive Officer shall be responsible for the administration and management of CPCNH. The Chief Executive Officer shall participate in all Regular Meetings of the Board and shall be responsible for carrying out the objectives of the organization; subject to such written policies, directions and procedures as may be established from time to time by the Board. The Chief Executive Officer shall be responsible for the day-to-day operation of CPCNH, and is empowered to hire additional staff, who report to the Chief Executive Officer, when the Board votes to authorize a position and a budget line to support it.

A position description (for the Chief Executive Officer and any other staff) with specific responsibilities will be drafted and reviewed as part of the annual performance evaluation process.

Prior to hiring a Chief Executive Officer or in the absence of a Chief Executive Officer the Board may retain such consultants and interim staff, such as an acting manager, as it may determine is appropriate.

### **ARTICLE IX**

#### **AMENDMENTS**

##### **Section 9.1 Amendment of By-Laws**

Except as otherwise provided by law, these By-Laws may be amended by a vote of not less than two-thirds (2/3) of the Members in attendance at the Annual Membership Meeting, any Regular Meeting, or any Special Meeting, provided that written notice of the proposed amendments are distributed to each Member at least fourteen (14) days prior to such meeting at which it is to be acted upon.

Further, all amendments must be consistent with the Articles of Agreement and the JPA, and this Article IX, Article XI, and Article XIII may not be amended unless such amendment is approved by the governing body of each Member.

The Board shall, as may be required by law, report to the New Hampshire Attorney General, Charitable Trust Unit, a copy of any By-Laws Amendments.

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### **ARTICLE X**

#### **FISCAL YEAR, FINANCIAL REPORTS, AND AUDITS**

##### **Section 10.1 Fiscal Year**

As provided for under the JPA, the fiscal year shall be the calendar year, subject to the Board's discretion to amend the Fiscal Year.

##### **Section 10.2 Financial Reports and Audits**

As provided for under the JPA, an independent financial report by a professional accounting firm of the books and records of CPCNH shall be conducted each fiscal year, and a copy of such financial report shall be submitted to each Director and the Members. A copy of such financial report may also be provided to others as directed by the Chair. The Board shall determine when it is appropriate for audits to be performed by professional accounting firms.

### **ARTICLE XI**

#### **DISSOLUTION, LIQUIDATION, AND DISTRIBUTION**

CPCNH shall not be dissolved until such time as all principal of, and interest on, bonds and other forms of indebtedness issued by CPCNH are paid in full or adequate provision for such payment shall have been made in accordance with the instruments governing such bonds and other forms of indebtedness. Thereafter CPCNH may be dissolved upon the unanimous vote of all of the Members taken at a meeting of the Membership called for that purpose; provided, however, that CPCNH shall continue to exist after termination for the purpose of discharging or disposing of all claims and obligations, liquidating and distributing all assets and property, and conducting all other functions necessary to conclude the obligations and affairs of the CPCNH. In the event of a vote for dissolution, the Board shall liquidate the business and assets and the property of the Corporation as expeditiously as possible and distribute any net proceeds and any remaining assets to any remaining Members in such manner as is determined by the Board in accordance with law. The Board is vested with all powers of the Corporation for the purpose of concluding and dissolving the business affairs of the Corporation. No Member representative, Director, Officer, committee member, employee, or individual connected with CPCNH shall be entitled to share in the liquidation or distribution of any of the assets of CPCNH upon its dissolution.

### **ARTICLE XII**

#### **CONFLICT OF INTEREST**

##### **Section 12.1 Duty to Disclose and Voting Requirements**

Any possible conflict of interest on the part of any Director or Officer of CPCNH, shall be disclosed in writing to the Board and made a matter of record through an annual procedure, and also when the interest involves a specific issue or transaction

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before the Board. Where the transaction involving a Director or Officer exceeds five hundred dollars and no cents (\$500.00) but is less than five-thousand dollars and no cents (\$5,000.00) in a fiscal year, a two-thirds (2/3) vote of disinterested Directors approving the transaction is required. Where the transaction involved exceeds a value of five thousand dollars and no cents (\$5,000.00) in a fiscal year, then a two-thirds (2/3) vote of disinterested Directors approving the transaction after publication of a legal notice in a newspaper of general circulation in the community in which the principal office of CPCNH is located (or if there is no such office, then in a newspaper of general circulation throughout the state), and after written notice to the Office of the Attorney General, Director of Charitable Trusts. Neither the interested Director nor any other Director who had a pecuniary benefit transaction with CPCNH in the same fiscal year shall be present for or participate either in the discussion or the actual vote concerning the transaction and the minutes shall reflect the fact as well as the disclosure of the Director's interest and the vote. Every new member of the Board will be advised of this policy upon entering the duties of his and her office, and shall sign a statement acknowledging, understanding and agreement to this policy. CPCNH shall keep a log of the pecuniary benefit transactions occurring between it and Board Members.

### **Section 12.2 Other Statutory Requirements**

The Board will comply with all applicable requirements of New Hampshire laws dealing with pecuniary benefit transactions (NH RSA 7:19-a, II and 292:6-a) and all such laws are incorporated in full into and made a part of this policy statement. These requirements include, but are not limited to, (1) the absolute prohibition of any loans to any Director or Officer of CPCNH; and (2) prohibition of any sale or lease (for a term greater than five (5) years) or conveyance of real estate to or from a Director or Officer, without the prior approval of the probate court. These requirements extend to both direct and indirect financial interests.

## **ARTICLE XIII**

### **INDEMNIFICATION AND INSURANCE**

#### **Section 13.1 Indemnification**

Each Member (including its governing body), Member representative, Director, Officer, committee member, employee, assignee, or agent of CPCNH, (and their respective heirs, executors and administrators), shall be indemnified and held harmless by CPCNH against any and all claims, demands, losses, costs, penalties, expenses (including attorneys' fees), judgments, damages and liabilities reasonably incurred by, or imposed upon them in connection with any action, suit or proceeding to which they may be made a party or with which they shall be threatened, by reason of their being, or having been, a Member, Member representative, Director, Officer, committee member, employee, assignee, or agent of CPCNH (whether or not they continues to be a Member, Member representative, Director, Officer, committee member, employee, assignee, or agent of CPCNH at the time such action, suit or proceeding is brought or



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threatened), arising in whole or in part, directly or indirectly from conduct in which such Member, Member representative, Director, Officer, committee member, employee, assignee, or agent has engaged in good faith. However, no such indemnification shall apply in relation to any matter involving (i) a breach of their duty of loyalty to CPCNH; (ii) acts or omission which are not in good faith or which involved intentional misconduct or a knowing violation of law; or (iii) a transaction from which the Director, Officer, Member representative, committee member, employee, assignee, or agent derived an improper personal benefit.

In the event of settlement of any such action, suit or proceeding brought or threatened, such indemnification shall be limited to matters covered by the settlement as to which CPCNH is advised by counsel that such Member, Member representative, Director, Officer, committee member, employee, assignee, or agent is not liable for misconduct as such. The foregoing right of indemnification shall be in addition to any rights to which any Member (including its governing body), Member representative, Director, Officer, committee member, employee, assignee, or agent may otherwise be entitled.

#### **Section 13.2 Insurance**

CPCNH shall self-provide or acquire insurance coverage as is necessary to protect the interests of the CPCNH, the Members, employees, agents, and the public and to indemnify such persons in instances in which they may be indemnified pursuant to Section 13.1 in this Article XIII.

These By-Laws were adopted by a 2/3 majority action of the signers of the Articles of Agreement constituting the initial Board on October 1, 2021.

**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>

This Joint Powers Agreement (“Agreement” or “JPA”) is made and entered into pursuant to the provisions of New Hampshire Revised Statutes Annotated (“NH RSA”) 53-A:3, as it may be amended, providing for the joint exercise of powers among the parties set forth in Attachment B (“Parties”). The term “Parties” shall also include a municipality, county, or a group of such entities operating jointly pursuant to RSA 53-E:3, II(b) added to this Agreement in accordance with Article IV, Section 4. Parties to this Agreement shall also be known as “Members.”

**RECITALS**

**WHEREAS**, the Constitution of New Hampshire declares that “Free and fair competition in the trades and industries is an inherent and essential right of the people and should be protected against all monopolies and conspiracies which tend to hinder or destroy it”;

**WHEREAS**, in 1996, the New Hampshire General Court enacted NH RSA 374-F, the Electric Utility Restructuring Act to “to reduce costs for all consumers of electricity by harnessing the power of competitive markets . . . for wholesale and retail electricity services”;

**WHEREAS**, in 1996, the NH General Court also enacted NH RSA 53-E, “Aggregation of Electric Customers by Municipalities and Counties” and in 2019, the General Court enacted SB 286 (Chapter 316, NH Laws of 2019) to better enable municipalities and counties to create Community Power Aggregations (“CPAs”) as a competitive means for local governments to achieve their local policy goals and assume the responsibility of providing electricity service to their residents and businesses that do not choose an alternative supplier;

**WHEREAS**, electric aggregation will allow communities to promote renewable and distributed energy development, energy efficiency programs, price stability, access to innovative energy products, services, and rates, and local economic benefits through local control;

**WHEREAS**, local communities have substantial responsibilities and authority for land use planning, including adoption of master plans that may address transportation, utility and energy planning among other needs pursuant to NH RSA 674:2, zoning, development review, building and fire code administration, adoption of “stretch” codes pursuant to NH RSA 155-A:2, V, and creation of energy commissions pursuant to NH RSA 38-D for the study, planning, and utilization of energy resources and making recommendations on sustainable practices;

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<sup>1</sup> Amended at first CPCNH Annual Membership Meeting on 4/21/22: 1) corrected spelling of “Coalition” in first line, and 2) added the phrase “unless the Board specifies otherwise” at the end of 3<sup>rd</sup> sentence under Article IX, §1.

<sup>2</sup> The dates for Members joining after 10/1/21 are the dates the Board of Directors approved the new Member.

**ARTICLE VI  
MEMBERSHIP MEETINGS**

**SECTION 1. Annual Meeting of the Members.** Membership meetings in the Corporation as reflected in the By-Laws shall substitute for, and fully satisfy, all membership meeting requirements under this Agreement.

**SECTION 2. Expenses.** Each Member shall bear its own expenses, including the expenses of its designated representative (s), for attendance at all regular and special meetings.

**ARTICLE VII  
BOARD OF DIRECTORS**

**SECTION 1. Powers and Duties.** The business and affairs under the Agreement shall be managed by a Board of Directors of the Corporation, which shall have and may exercise all the powers of the Corporation, except as otherwise provided by law, by the Articles of Agreement, by the Corporation By-Laws, or by this Agreement. All matters pertaining to the Board of Directors shall be as specified in the Articles of Agreement, the Corporation By-Laws, and this Agreement.

**SECTION 2. Compensation.** There shall be no compensation of participating Members under the Agreement as provided in the Corporation By-Laws.

**ARTICLE VIII  
EMPLOYEES AND AGENTS**

**SECTION 1. Chief Executive Officer.** The Board of Directors shall appoint a Chief Executive Officer, or such other position as determined by the Board, in accordance with the terms of the Articles of Agreement and the Corporation By-Laws.

**SECTION 2. Employees and Other Agents.** The Board of Directors may appoint, from time to time, such employees and other agents as it shall deem necessary, in accordance with the terms of the Articles of Agreement, the Corporation By-Laws, and this Agreement.

**ARTICLE IX  
COMMITTEES**

**SECTION 1. Establishment.** The Board of Directors may, by resolution adopted at any meeting, create any standing committee. The Board of Directors or Executive Committee may establish any special or ad hoc committee. A majority of members of any committee shall constitute a quorum unless the Board specifies otherwise. Unless the Board otherwise designates, committees shall conduct their affairs in the same manner as provided in this Agreement and the By-Laws for the Board to the extent applicable.

**SECTION 2. Appointment.** Except as otherwise provided in this Agreement, the Chair shall appoint the members and chairs of each committee, subject to approval or modification by the Board, or, in the case of a special or ad hoc committee, by the Executive Committee. Appointments to standing committees shall be for one-year terms, with each term beginning at the conclusion of the Annual Meeting, or as close to thereof as practicable, and ending at the conclusion of the following year's Annual Meeting.

**SECTION 3. Committee Meetings.** Meetings of committees may be called at any time by the

## Attachment D: List of Members

The following entities are Parties to the Joint Power Agreement of Community Power Coalition of New Hampshire:

1. City of Lebanon
2. Town of Hanover
3. City of Nashua
4. Cheshire County
5. Town of Harrisville
6. Town of Exeter
7. Town of Rye
8. City of Dover
9. Town of Warner
10. Town of Walpole
11. Town of Plainfield
12. Town of Newmarket
13. Town of Enfield
14. Town Durham
15. Town of Pembroke (10/21/21)<sup>3</sup>
16. Town of Hudson (12/16/21)
17. Town of Webster (12/16/21)
18. Town of New London (1/20/22)
19. City of Portsmouth (4/21/22)

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<sup>3</sup> The dates for Members joining after 10/1/21 are the dates the Board of Directors approved the new Member and their Membership became effective per Article IV, Section 4 of this JPA and Section 3.5 of the By-Laws.

## **LEGAL NOTICE**

The Londonderry Town Council will hold a PUBLIC HEARING on Ordinance #2022-05, an Ordinance Creating the Londonderry Commercial and Industrial Property Tax Incentive Program.

The public hearing will occur on Monday, May 9, 2022 at 7:00 PM at the Londonderry Town Hall, 268B Mammoth Road, Londonderry, NH 03053.

Londonderry Town Council

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

**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 eighteen (18) 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.

---

Sharon Farrell, Town Clerk

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John Farrell, Chairman  
Town Council

A TRUE COPY ATTEST: 05/09/2022  
SEAL)

(TOWN

**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 7.5 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 7.5 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.

7.5 Tier One, 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.
  - i. 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 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. 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.

(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 7.5 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, 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 eighteen (18) 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.

## **LEGAL NOTICE**

Londonderry Town Council will hold a PUBLIC HEARING on Resolution #2022-06, A Resolution Relative to the Veteran's Tax Credit Policy.

The public hearing will occur on Monday, May 9, 2022 at 7:00 PM at the Londonderry Town Hall, 268B Mammoth Road, Londonderry, NH 03053.

Londonderry Town Council



## RESOLUTION 2022-06

### A Resolution Relative to the *Veterans' Tax Credit Policy*

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**Introduction: 04/11/2022**  
**Public Hearing: 05/09/2022**  
**Adopted: 05/09/2022**

**WHEREAS** by Resolutions ## 2006-04 and 2007-02, the Town of Londonderry adopted the Optional Veterans' Tax Credit pursuant to RSA 72:28 at a rate of \$500, with such \$500 tax credit applicable to veterans serving in a qualifying war or foreign conflict (the "Optional Veterans' Credit"); and

**WHEREAS** by Resolution 2017-09, the Town of Londonderry adopted the All Veterans' Tax Credit pursuant to RSA 72:28-b at a rate of \$100 in 2018, \$300 in 2019, and \$500 in 2020 and in all subsequent years (the "All Veteran's Credit"); and

**WHEREAS** Effective April 1, 2018, the Legislature authorized municipalities to increase the maximum credit amount for both credits from \$500 to \$750, see Laws, 2018 148:1.

**NOW, THEREFORE, BE IT RESOLVED** by the Londonderry Town Council as follows:

- (1) The Optional Veterans' Credit amount is set at \$625;
- (2) The All Veterans' Credit amount is set at \$625;
- (3) Section IV (A) and (B) of the Veterans' Tax Credit Policy (the "Policy") are amended to read as follows:
  - A. The Optional Veterans' Tax Credit shall be \$625 in its entirety, and shall not be in addition to the All Veterans' Tax Credit.
  - B. The All Veteran's Tax Credit shall be \$625 in its entirety, and shall not be in addition to the Optional Veterans' Tax Credit.;
- (4) In all other respects, the Policy is ratified and reaffirmed; and
- (5) The effective date of the above changes is May 9, 2022.

---

Sharon Farrell - Town Clerk

(TOWN SEAL)

---

John Farrell - Chairman  
Town Council

*A TRUE COPY ATTEST:*

# ORDER 2022-06

An order relative to  
*The Distribution of Fire Equipment Capital Reserve Funds*

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First Reading: 05/09/2022  
Second Reading: Waived  
Adopted: 05/09/2022

***WHEREAS***

the Town of Londonderry, by adoption of Warrant Article 6 at the March 13, 2012, established the Fire Equipment Capital Reserve and authorized the Town Council as agents to expend from this capital reserve, and;

***WHEREAS***

the Fire Department desires to purchase Personnel Turnout Gear from Bergeron Protective Clothing, Particulate Hoods from Bergeron Protective Clothing, Personnel Turnout Gear from East Coast Emergency Outfitters, Personnel Turnout Gear and Gloves from Industrial Protection Services, LLC, and Intake Pressure Valves for Apparatus from Fire Tech & Safety of EN, Inc.; and

***WHEREAS***

the Fire Department has selected Fire Tech and Safety of New England, East Coast Emergency Outfitters, Bergeron Protective Clothing and Industrial Protection Services, LLC as the vendors for the purchases of the aforementioned equipment. The total withdrawal request is for \$42,254.95; and

***WHEREAS***

there is sufficient funds in the Fire Equipment Capital Reserve for the purchase of the aforementioned equipment;

***NOW THEREFORE BE IT ORDERED*** by the Londonderry Town Council that the Finance Department is hereby authorized to expend from the Fire Department Equipment Reserve Fund the sum \$42,254.95.

---

John Farrell - Chairman  
Town Council

(TOWN SEAL)

---

Sharon Farrell - Town Clerk

***A TRUE COPY ATTEST:***  
05/09/2022



1024 Suncook Valley Hwy., Unit 5-D  
 Epsom NH, 03234  
 TEL: 603.736.8500  
 www.BergeronProtectiveClothing.com

# ORDER ACKNOWLEDGEMENT

No. : 221332

For Quotation#: 208948

Doc. Date : 08/25/2021

Payment Terms : NET30

Delivery Date: 08/25/2021

Customer PO:

Salesperson : Maureen Gnecco

Page : Page 1 of 2

**Bill To**

Londonderry Fire Department  
 Bruce Hollowell  
 280 Mammoth Road  
 Londonderry NH 03053

**Ship To :**

Bruce Hollowell  
 280 Mammoth Road  
 Londonderry NH 03053

Quantity	Style	Description	Unit Price	Your Cost
6	D57LMB	Globe G-Xcel Jacket, Agility * Contains PFAS Color: Dark Gold Glide Ice with Nomex NanoThermal Liner Stedair 4000 Moisture Barrier 3" L/Y NFPA Basic Triple Trim for COTE, GAGNE, HINDS and SCHOFIELD - R/O NFPA Basic Triple Trim for Officers: DEVOE and COTTON 2" Scotchlite letters "LONDONDERRY" Row B- same color as trim Hung letter patch for last names Zipper in/Velcro out closure Kevlar backed Semi expansion pockets 2 x 8 x 8 with fleece handwarmers Radio pocket- Left Chest 3 x 4.5 x 9 Self material Mic strap above radio pocket Survivor Light Holder-Right chest American Flag left sleeve Dragon Hide cuffs Black Arashield Pocket pull tabs Drag Rescue Device	1,539.16	9,234.95
6	190549N	Wristers, Nomex Hand and Wrist Guards	5.11	30.68
34	19721	Letter, 3" Scotchlite Location: Hung Letter Patch Add name to hung letter patch L/Y for Firefighters: COTE, GAGNE, HINDS, SCHOFIELD and R/O for Officers: DEVOE and COTTON	3.00	102.00
6	GGCJN	Globe Guard Component Jacket - Neoprene / Tecasafe Plus	66.51	399.05
6	VELREONLY	Receiving Velcro for Future Sleeve Patch Location: Right Sleeve	11.00	66.00
6	PATCH	Velcro Shoulder Patch for Dept. Patch Location: Right Sleeve	28.00	168.00
Subtotal:			1,652.78	\$10,000.68
6	G57LMB	Globe GPS IH Pant, Agility, Contains PFAS	1,459.26	8,755.59

\*Notice: Products marked as 'Contains PFAS Chemicals' are considered notification; pursuant to NH Law 154:8-c Firefighting PPE. Notify ASAP of style, size and spelling corrections. Exchanges may incur additional handling charges. Terms Net 30 days. Add 3% fee when paying via credit card. Late fee 2% per mo. \$25 return check fee. MC/Visa/Discover accepted.

From: BERGERON PROTECTIVE CLOTHING LLC  
 To: Londonderry Fire Department

Document No. : 221332  
 Doc. Date : 08/25/2021

Quantity	Style	Description	Unit Price	Your Cost
		Color: Dark Gold		
		Glide Ice Nomex Nano Thermal Liner		
		Stedair 4000 Moisture Barrier		
		L/Y triple trim around cuffs-R/O for Officers- SAME AS JACKET		
		Velcro closure		
		Internal harness loops		
		Black Nomex Belt		
		Lifeline Rope Pocket in Right expansion Pocket (pocket and flap split 1/3 rear-2/3 front)		
		Left Expansion pocket 2 x 10 x 10 with Kevlar pouch		
		Dragon Hide knees and cuffs		
		Kevlar lined expansion pockets		
		Dragon Hide pocket reinforcement (outside)		
		Silicone padded knees sewn on liner		
		Black Arashield Pocket pull tabs		
		Padded Rip-cord Suspenders with L/Y trim, R/O for Officers- SAME AS JACKET		
6	GGCPN	Globe Guard Components Pant Cuff And Fly - Neoprene/Tecasafe Plus	43.52	261.11
6	N227301-GPS	GPS Pant, Escape Belt Closure	264.92	929.87
Subtotal:			<b>1,767.70</b>	<b>\$9,946.57</b>

**Subtotal** 19,947.25  
**Shipping & Handling** 48.90  
**Total** 19,996.15

\*Notice: Products marked as 'Contains PFAS Chemicals' are considered notification; pursuant to NH Law 154:8-c Firefighting PPE. Notify ASAP of style, size and spelling corrections. Exchanges may incur additional handling charges. Terms Net 30 days. Add 3% fee when paying via credit card. Late fee 2% per mo. \$25 return check fee, MC/Visa/Discover accepted.



1024 Suncook Valley Hwy., Unit 5-D  
Epsom NH, 03234  
TEL: 603.736.8500  
www.BergeronProtectiveClothing.com

**INVOICE**

No. : **230988**

For Order#: 223493

Doc. Date : 03/24/2022

Payment Terms : NET30

Due Date: 04/23/2022

Customer PO: Larabee

Salesperson : Maureen Gnecco

Page : Page 1 of 1

**Bill To**

Londonderry Fire Dept.  
280 Mammoth Road  
Londonderry NH 03053

**Ship To:**

Londonderry Fire Dept.  
280 Mammoth Road  
Londonderry NH 03053

Account #	Shipped Via
3798	Customer

Quantity	Style	Description	Your Cost
1	MISC	PPE GXT 3.0 Jacket 40 -1 slv 29 Serial #6000597 GPS Pant 38x30 Serial #6000599	2,500.00

**Subtotal** 2,500.00  
**Total** 2,500.00

Add 2.5% for Credit Cards Service Charge rate 2% per month added to accounts 30 days past due (Annual Percentage Rate 24%). Product exchanges are subject to additional handling charges. Itemized detail available on request



1024 Suncook Valley Hwy., Unit 5-D  
 Epsom NH, 03234  
 TEL: 603.736.8500  
 www.BergeronProtectiveClothing.com

# INVOICE

No. : 229066

For Delivery # : 221268  
 Doc. Date : 10/21/2021  
 Payment Terms : NET30  
 Due Date: 11/20/2021  
 Customer PO:  
 Salesperson : House  
 Page : Page 1 of 1

**Bill To**

Londonderry Fire Department  
 Bruce Hallowell  
 280 Mammoth Road  
 Londonderry NH 03053

**Ship To :**

Bruce Hallowell  
 280 Mammoth Road  
 Londonderry NH 03053

Account # 3786	Shipped Via UPS
-------------------	--------------------

Quantity	Style	Description	Your Cost
22	GGH	Globe Guard Hood One size fits all	2,200.00

<b>Subtotal</b>	2,200.00
<b>Shipping &amp; Handling</b>	10.20
<b>Total</b>	2,210.20

Add 2.5% for Credit Cards Service Charge rate 2% per month added to accounts 30 days past due (Annual Percentage Rate 24%). Product exchanges are subject to additional handling charges. Itemized detail available on request



1024 Suncook Valley Hwy., Unit 5-D  
 Epsom NH, 03234  
 TEL: 603.736.8500  
 www.BergeronProtectiveClothing.com

# INVOICE

No. : 229067

For Delivery # : 221268  
 Doc. Date : 10/21/2021  
 Payment Terms : NET30  
 Due Date : 11/20/2021  
 Customer PO:  
 Salesperson : House  
 Page : Page 1 of 1

**Bill To**

Londonderry Fire Department  
 Bruce Hallowell  
 280 Mammoth Road  
 Londonderry NH 03053

**Ship To :**

Bruce Hallowell  
 280 Mammoth Road  
 Londonderry NH 03053

Account # 3786	Shipped Via UPS
-------------------	--------------------

Quantity	Style	Description	Your Cost
22	GGH	Globe Guard Hood One size fits all	2,200.00

<b>Subtotal</b>	2,200.00
<b>Shipping &amp; Handling</b>	10.20
<b>Total</b>	2,210.20

Add 2.5% for Credit Cards Service Charge rate 2% per month added to accounts 30 days past due (Annual Percentage Rate 24%). Product exchanges are subject to additional handling charges. Itemized detail available on request



**POLICE-FIRE-EMS**

NEW ADDRESS  
 801 PERIMETER ROAD  
 MANCHESTER, NH 03103  
**(866) 639-0279**  
 sales@emergencyoutfitter.net

**Invoice**

Date	Invoice #
3/22/2021	42280

**Bill To**

Londonderry Fire Department  
 280 Mammoth Rd  
 Londonderry, NH 03053

**Ship To**

Due Date	Account #	Ship Date	Rep	P.O. No.	Ship Via	Terms	e mail address		
4/1/2021		3/22/2021			Delivery	Due Upo...			
Item	Description				Qty	Rate	Amount		
Lakeland Gear	Pioneer w/Bz Jacket & Pant- Gold - COTE				1	1,250.00	1,250.00		
Thank you for your business!						<b>Total</b>	<b>\$1,250.00</b>		
						<b>Payments/Credits</b>	<b>\$0.00</b>		
						<b>Balance Due</b>	<b>\$1,250.00</b>		

Items with original packing (including tags) may be exchanged or replaced within 30 calendar days. Proof of purchase required.

Phone #	E-mail	Web Site
1-603-881-7106	Lisa@Mach5group.net	www.emergencyoutfitter.net

Remit Payment To:  
 East Coast Emergency Outfitter  
 801 Perimeter Rd  
 Manchester, NH 03103





**POLICE-FIRE-EMS**

NEW ADDRESS  
 801 PERIMETER ROAD  
 MANCHESTER, NH 03103  
**(866) 639-0279**  
 sales@emergencyoutfitter.net

**Invoice**

Date	Invoice #
2/2/2022	47327

**Bill To**

Londonderry Fire Department  
 280 Mammoth Rd  
 Londonderry, NH 03053

**Ship To**

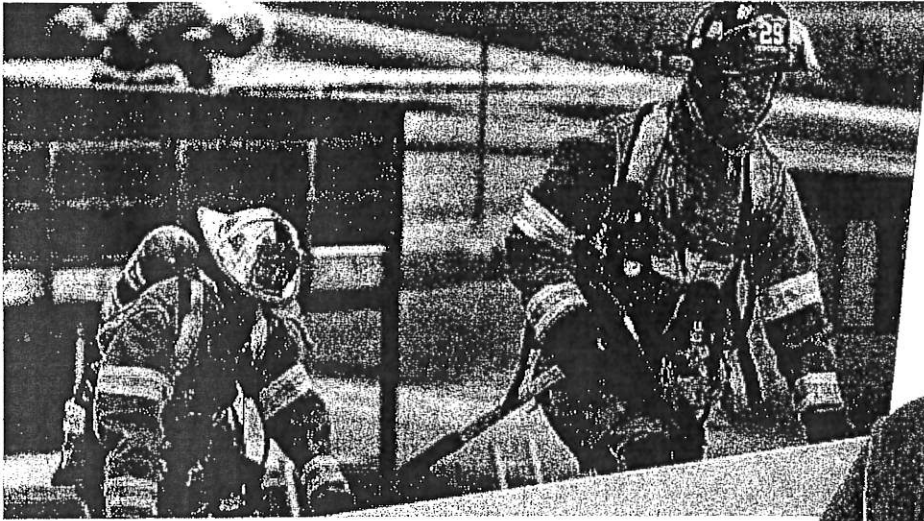
Due Date	Account #	Ship Date	Rep	P.O. No.	Ship Via	Terms	e mail address
2/12/2022		2/2/2022			Delivery	Due Upo...	

Item	Description	Qty	Rate	Amount
Lakeland Gear DISCOUNTRS	Pioneer w/Bz Jacket & Pant- Gold - JOHNSON Price Adjustment	1	1,950.00 -400.00	1,950.00 -400.00

Thank you for your business!	<b>Total</b>	\$1,550.00
Items with original packing (including tags) may be exchanged or replaced within 30 calendar days. Proof of purchase required.	<b>Payments/Credits</b>	\$0.00
	<b>Balance Due</b>	\$1,550.00

Phone #	E-mail	Web Site
1-603-881-7106	Lisa@Mach5group.net	www.emergencyoutfitter.net

Remit Payment To:  
 East Coast Emergency Outfitter  
 801 Perimeter Rd  
 Manchester, NH 03103



**Lakeland®**

**B2™ COAT WITH  
LAZERMAX™**

**Feature List**

- 32" Length Coat
- Plastic Delrin® YKK® Zipper/Velcro® Closure
- NYC Style Lime/Yellow 3M™ Scotchlite™ Reflective Material for enhanced visibility - Double Stitched
- Ergonomic Pleated Back/Shoulders
- Easy Grip™ DRD
- Low Profile 3" Collar with Hanger Loop
- Set-In Pleated Ergonomically Curved Sleeves
- 7" Black Kevlar® Thumb hole Wristers
- 5" Deep Black Stedprene Sleeve Wells
- Black Stedshield Coat Cuff Reinforcements - Double Stitched
- 2" x 3.5" x 8" Radio Pocket with Velcro® Antenna Opening on each side of Flap
- Self Mic Strap above Radio Pocket
- Universal Flashlight Holder
- 2" x 8" x 8" Coat Expansion Pockets with Hand-warmer
- LIner Inspection Velcro® Opening
- 3 Snap Tabs at the hem to secure the liner to the outer shell"
- LazerVax™ Trim

**Style OSX BP3207G91  
shown in Standard  
OSX B2 Material  
Configuration**



**Style OSX BP3207G91**



**Style BP32 shown  
in optional Black  
Pioneer with 3M  
Segmented  
Comfort Trim™**

Pleated shoulder and back goes from the top of the shoulder to the hem of the coat for maximum mobility

32" length... a popular length in the Fire Industry

# B2™ PANTS WITH LAZERMAX™



## Feature List

- Lo-Rise Waist Design with small 3" Rear Bib for Overlap Protection.
- Pant Closure: 2" Wide Black Kevlar® Belt with Belt Loop/Handle Grips, Snap and Velcro® Fly Closure
- 2" x 10" x 10" Pant Expansion Pocket lined with Kevlar® Twill
- Black Stedshield Double Padded Knees with Side Kick Extension Panel
- Black Stedshield Pant Cuff Reinforcements – Double Stitched
- Lime/Yellow 3M™ Scotchlite™ Reflective Material for enhanced visibility – Double Stitched
- Reverse Boot Cut
- Black-Ops™ Multi Adjust Suspenders – No Metal Suspender Buttons!
- LazerMax™ Trim



Style OSX BP3307G91

**Black-Ops™ Suspenders Included!**



3" short bib

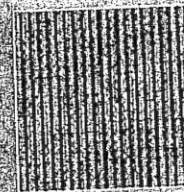


Style OSX BP3307G91 shown above in Standard OSX B2 Material Configuration

Style BP33 shown left in optional Black Pioneer with 3M Segmented Comfort Trim™

### OSX Stock Program B2™ Standard Materials

Coat: BP3207G91  
Pant: BP3307G91



6.6 oz Gold Pioneer Outer Shell



Defender™ M SL2 Camo Print Thermal Liner



Stedair 3000® Moisture Barrier

3M | Scotchlite™  
Reflective Material



Kevlar. Nomex.

Compliant to the current 2018 Edition of NFPA 1971 Standard on Protective Ensembles for Structural Firefighting



# Industrial Protection Services, LLC

33 Northwestern Drive ■ Salem, NH 03079  
 Tel: (800) 696-4740 ■ www.ipp4safety.com

## INVOICE

INVOICE NO.	
177266-00	
INV. DATE	PAGE #
12/14/21	1

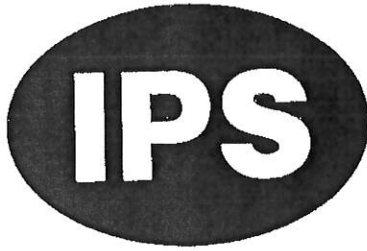
**Bill To:**

Londonderry Fire Dept  
 280 Mammoth Rd  
 Londonderry, NH 03053

**Ship To:**

Londonderry Fire Dept  
 Bruce Hallowell #24/Lt.  
 280 Mammoth Rd  
 Londonderry, NH 03053

CUST #	CUSTOMER P.O.	TERMS	SHIP VIA				SALES REP
90434	Bruce Hallowell #24	Net 30	UPS Ground				CP
LN	ITEM # / DESCRIPTION	ORD	B/O	SHIP	UM	PRICE	AMOUNT
1	FXR-C-PWT-LONDONDERRY Coat, FXR PWT ** DIRECT ORDER **	2	0	2	ea	1300.00	2600.00
2	FXR-P-PWT-LONDONDERRY Pant, FXR PWT ** DIRECT ORDER **	2	0	2	ea	930.00	1860.00
5	FXR-C-PWT-LONDONDERRY Coat, FXR white ** DIRECT ORDER **	1	0	1	ea	1148.00	1148.00
6	FXR-P-PWT-LONDONDERRY Pant, FXR chief ** DIRECT ORDER **	1	0	1	ea	973.00	973.00
Total Invoice						Total	6581.00
Total							6581.00



## PRODUCT PREVIEW

Quoted By: IPS-INDUSTRIAL PROTECTION SERV  
 Prepared By: Edward Ashegh  
 Product Specialist  
 Address: 33 Northwestern Dr.  
 Salem, NH 03079  
 Phone: (978) 657-4740  
 Email: eashhegh@ipp-ips.com  
 Quote: Londonderry NH 11-2021  
 FWID: 149216  
 Item: FXR Turnout Gear Coat & Pant  
 Contract: FireWriter 2021 October Revision



### COAT SPECIFICATIONS

Coat Outer Shell: 30" Coat with DRD, 6.5 oz. TECGEN71, Gold  
 Coat Thermal Liner: (G1) 5.9 oz Glide Ice™ 1-Layer  
 Coat Moisture Barrier: (F) 5.5oz Stedair® 4000  
 Coat Closures: XC40 Zipper / Woven Hook and Loop  
 XMZP Fabric Zipper Pull  
 Coat Trim Style: 3" NFPA Standard ScotchLite™ Triple Lime/Silver

### COAT PATTERN, LINER, PATCHES AND LABELS OPTIONS

XMSN 3 Snap Neck Shell/Liner Attachment  
 XMEFL Nomex® American Flag, Left Arm

### LETTERING

Text: LONDONDERRY  
 Pos: 2, 2" Scotchlite™ Lime, XL00 - Sewn Direct Lettering  
 Text: NAME  
 Pos: 9, 2" Scotchlite™ Lime, FXRSHLET70 - Extra Elongated Coat Back  
 with 1 Row Patch, Hook & Loop Attachment (14 x 4")

### COAT REINFORCEMENTS

Knit Wrist Reinforcement: XM01 Knit Wrist with Thumb Loop, Nomex®  
 (White)  
 Cuff Reinforcement: Standard Cuff, Black, PCA (Polymer Coated Aramid)  
 Shoulder Reinforcement: No Reinforcement  
 Elbow Reinforcement: No Reinforcement

### COAT MIC CLIPS AND STRAPS



This preview is for illustrative purposes only. Not all options may be shown in the preview. Not all options shown may be to the correct scale of the garment and may not be attached in the exact location shown.

### LETTERING PREVIEW

- 1.
2. LONDONDERRY

XMCLP Mic Clip: 1" x 2" Shell Material

Left Qty: 1

XM7985 XM79/XM85 Combo - Hook on Patch above Survivor® Flashlight Holder

Right Qty: 1

- 4.
- 5.
- 6.
- 7.
- 8.
- 9. NAME

### COAT POCKETS

Chest Pocket - Left: (XP08) Radio Pocket 9 x 4 x 3  
Double Notch

Hand Pocket - Left: (XP54) Semi Bellow, Handwarmer with Full Kevlar & Fleece Lining, 8 x 8 x 2

Hand Pocket - Right: (XP54) Semi Bellow, Handwarmer with Full Kevlar & Fleece Lining, 8 x 8 x 2

### PANT SPECIFICATIONS

Pant Rise: Mid-Rise

Pant Rear Panel: No Rear Panel

Pant Outer Shell: 6.5 oz. TEGGEN71 - Gold

Pant Thermal Liner: (G1) 5.9 oz Glide Ice™ 1-Layer

Pant Moisture Barrier: (F) 5.5oz Stedair® 4000

Pant Closures: XC50 Woven Hook and Loop / Hook & D

Pant Trim Style: 3" around cuffs - ScotchLite™ Triple Lime/Silver

### PANT SUSPENDERS

SVHC - Sewn Direct Hook and Loop, H-Back, Black Webbing, Padded with Cam Lock (Max Length: 54")

### PANT HARNESS

Harness Installment: External - XMHS-5 5 Harness Straps, 1.5x3.5

Egress Pocket - Right: (XPEGGLB) Egress Pocket placed on FRONT of pant leg: 9" deep Rope Pocket, hook pocket, Descender Cradle, Carabiner Strap

### PANT POCKETS

Front Pocket - Left: (XP30) Full Bellow 10 x 10 x 2

PCA Reinforcement (cannot be chosen on coats with comfort trim), Black, "Rolled" Flap - 1/2" Foam in Flap (Includes XPLP), Full Kevlar® Lining (All 4 Sides), Kevlar® Pouch Insert - Divided with 3 Compartments

### PANT REINFORCEMENTS

Knee Reinforcement: STS 1-Layer Knee (Foam Encapsulated in Moisture Barrier), Black, PCA (Polymer Coated Aramid), 11" STS

Cuff Reinforcement: DexCuff - Reverse Tapered Cuff, Black, PCA (Polymer Coated Aramid)

Leg and Crotch Reinforcement: No Reinforcement

TPP (Before Washing, NFPA minimum = 35)

41.40 cal/cm<sup>2</sup>

THL (NFPA Minimum = 205)

316.70 W/m<sup>2</sup>



# Industrial Protection Services, LLC

33 Northwestern Drive ■ Salem, NH 03079  
 Tel: (800) 696-4740 ■ www.ipp4safety.com

## INVOICE

INVOICE NO.	
179718-00	
INV. DATE	PAGE #
04/19/22	1

**Bill To:**

Londonderry Fire Dept  
 280 Mammoth Rd  
 Londonderry, NH 03053

**Ship To:**

Londonderry Fire Dept  
 Bruce Hallowell  
 280 Mammoth Rd  
 Londonderry, NH 03053

CUST #	CUSTOMER P.O.	TERMS	SHIP VIA				SALES REP
90434	BEH 4-15-22	Net 30	UPS Ground				CP
LN	ITEM # / DESCRIPTION	ORD	B/O	SHIP	UM	PRICE	AMOUNT
1	G2LLG glove, dexpro gauntlet large	2	0	2	ea	112.00	224.00
2	G2LMD Glove, dexpro gauntlet medium	2	0	2	ea	112.00	224.00
3	G2LXL glove, Dex Pro Gauntlet XL	4	0	4	ea	112.00	448.00
						Total	896.00
						Freight Out	19.62
						Invoice Total	915.62
<b>Invoice Total \$</b>							<b>915.62</b>

FIRE TECH & SAFETY OF NEW ENGLAND, INC.  
 PO Box 435  
 84A Route 133  
 Winthrop, ME 04364-0435  
 1-800-331-7900 Fax (207) 377-6260



# Invoice

Date	Invoice #
2/28/2022	202365

Bill To	Account # 00262
LONDONDERRY FIRE DEPT-NH 280 MAMMOTH RD. LONDONDERRY, NH 03053	

Ship To
LONDONDERRY FIRE DEPT-NH 280 MAMMOTH RD. LONDONDERRY, NH 03053

P.O. No.	S.O. No.	Ship Via	Rep	Terms
	180426		D&B	Net 30

Ordered	Shipped	B/O	Description	Unit Price	Amount
1	1	0	TASK FORCE JUMBO BALL INTAKE VALVE, 6"	2,475.00	2,475.00
1	1		NH F X 5" RIGID STORZ SHIPPING & HANDLING	45.89	45.89

VENDOR# \_\_\_\_\_  
 DATE 3/9/22  
 APPROVED [Signature]  
 ACCOUNT# LOD-23-22 41082

Tracking if available:

Thank you for your business.

**Our preferred payment method is ACH.**

If you would like information about ACH or receive your invoices by email, please contact Laurie at LChick@FireTechUSA.com.

www.FireTechUSA.com



Total	\$2,520.89
Payments/Credits	\$0.00
<b>Balance Due</b>	<b>\$2,520.89</b>

Notice: One or more of the products listed above may contain PFAS. For detailed product information please call 800-256-8700.



FIRE TECH & SAFETY OF NEW ENGLAND, INC.

PO Box 435  
 84A Route 133  
 Winthrop, ME 04364-0435  
 1-800-331-7900 Fax (207) 377-6260



# Invoice

Date	Invoice #
2/28/2022	202364

Bill To	Account # 00262
LONDONDERRY FIRE DEPT-NH 280 MAMMOTH RD. LONDONDERRY, NH 03053	

Ship To
LONDONDERRY FIRE DEPT-NH 280 MAMMOTH RD. LONDONDERRY, NH 03053

P.O. No.	S.O. No.	Ship Via	Rep	Terms
	180427		D&B	Net 30

Ordered	Shipped	B/O	Description	Unit Price	Amount
1	1	0	TASK FORCE JUMBO BALL INTAKE VALVE, 6"	2,475.00	2,475.00
1	1		NH F X 5" RIGID STORZ SHIPPING & HANDLING	45.89	45.89

VENDOR# \_\_\_\_\_  
 DATE: 3/9/22  
 APPROVED: [Signature]  
 ACCOUNT# LD-23-22 4680

Tracking if available: \_\_\_\_\_

Thank you for your business.

**Our preferred payment method is ACH.**

If you would like information about ACH or receive your invoices by email, please contact Laurie at LChick@FireTechUSA.com.

www.FireTechUSA.com



<b>Total</b>	\$2,520.89
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$2,520.89

Notice: One or more of the products listed above may contain PFAS. For detailed product information please call 800-256-8700.



1024 Suncook Valley Hwy., Unit 5-D  
Epsom NH, 03234  
TEL: 603.736.8500  
www.BergeronProtectiveClothing.com

# ORDER ACKNOWLEDGEMENT

No. : 221332

For Quotation#: 208948

Doc. Date : 08/25/2021

Payment Terms : NET30

Delivery Date: 08/25/2021

Customer PO:

Salesperson : Maureen Gnecco

Page : Page 1 of 2

**Bill To**

Londonderry Fire Department  
Bruce Hallowell  
280 Mammoth Road  
Londonderry NH 03053

**Ship To :**

Bruce Hallowell  
280 Mammoth Road  
Londonderry NH 03053

Quantity	Style	Description	Unit Price	Your Cost
6	D57LMB	Globe G-Xcel Jacket, Agility * Contains PFAS Color: Dark Gold Glide Ice with Nomex NanoThermal Liner Stedair 4000 Moisture Barrier 3" L/Y NFPA Basic Triple Trim for COTE, GAGNE, HINDS and SCHOFIELD - R/O NFPA Basic Triple Trim for Officers: DEVOE and COTTON 2" Scotchlite letters "LONDONDERRY" Row B- same color as trim Hung letter patch for last names Zipper in/Velcro out closure Kevlar backed Semi expansion pockets 2 x 8 x 8 with fleece handwarmers Radio pocket- Left Chest 3 x 4.5 x 9 Self material Mic strap above radio pocket Survivor Light Holder-Right chest American Flag left sleeve Dragon Hide cuffs Black Arashield Pocket pull tabs Drag Rescue Device	1,539.16	9,234.95
6	190549N	Wristers, Nomex Hand and Wrist Guards	5.11	30.68
34	19721	Letter, 3" Scotchlite Location: Hung Letter Patch Add name to hung letter patch L/Y for Firefighters: COTE, GAGNE, HINDS, SCHOFIELD and R/O for Officers: DEVOE and COTTON	3.00	102.00
6	GGCJN	Globe Guard Component Jacket - Neoprene / Tecasafe Plus	66.51	399.05
6	VELREONLY	Receiving Velcro for Future Sleeve Patch Location: Right Sleeve	11.00	66.00
6	PATCH	Velcro Shoulder Patch for Dept. Patch Location: Right Sleeve	28.00	168.00
			<b>Subtotal:</b>	<b>1,652.78      \$10,000.68</b>
6	G57LMB	Globe GPS IH Pant, Agility, Contains PFAS	1,459.26	8,755.59

\*Notice: Products marked as 'Contains PFAS Chemicals' are considered notification; pursuant to NH Law 154:8-c Firefighting PPE. Notify ASAP of style, size and spelling corrections. Exchanges may incur additional handling charges. Terms Net 30 days. Add 3% fee when paying via credit card. Late fee 2% per mo. \$25 return check fee. MC/Visa/Discover accepted.

From: BERGERON PROTECTIVE CLOTHING LLC  
 To: Londonderry Fire Department

Document No. : 221332  
 Doc. Date : 08/25/2021

Quantity	Style	Description	Unit Price	Your Cost
		Color: Dark Gold		
		Glide Ice Nomex Nano Thermal Liner		
		Stedair 4000 Moisture Barrier		
		L/Y triple trim around cuffs-R/O for Officers- SAME AS JACKET		
		Velcro closure		
		Internal harness loops		
		Black Nomex Belt		
		Lifeline Rope Pocket in Right expansion Pocket (pocket and flap split 1/3 rear-2/3 front)		
		Left Expansion pocket 2 x 10 x 10 with Kevlar pouch		
		Dragon Hide knees and cuffs		
		Kevlar lined expansion pockets		
		Dragon Hide pocket reinforcement (outside)		
		Silicone padded knees sewn on liner		
		Black Arashield Pocket pull tabs		
		Padded Rip-cord Suspenders with L/Y trim, R/O for Officers- SAME AS JACKET		
6	GGCPN	Globe Guard Components Pant Cuff And Fly - Neoprene/Tecasafe Plus	43.52	261.11
6	N227301-GPS	GPS Pant, Escape Belt Closure	264.92	929.87
Subtotal:			<b>1,767.70</b>	<b>\$9,946.57</b>

**Subtotal** 19,947.25  
**Shipping & Handling** 48.90  
**Total** 19,996.15

\*Notice: Products marked as 'Contains PFAS Chemicals' are considered notification; pursuant to NH Law 154:8-c Firefighting PPE. Notify ASAP of style, size and spelling corrections. Exchanges may incur additional handling charges. Terms Net 30 days. Add 3% fee when paying via credit card.  
 Late fee 2% per mo. \$25 return check fee. MC/Visa/Discover accepted.



1024 Suncook Valley Hwy., Unit 5-D  
Epsom NH, 03234  
TEL: 603.736.8500  
www.BergeronProtectiveClothing.com

# INVOICE

No. : **230988**

For Order#: 223493  
**Doc. Date :** 03/24/2022  
**Payment Terms :** NET30  
**Due Date:** 04/23/2022  
**Customer PO:** Larabee  
**Salesperson :** Maureen Gnecco  
**Page :** Page 1 of 1

**Bill To**

Londonderry Fire Dept.  
280 Mammoth Road  
Londonderry NH 03053

**Ship To:**

Londonderry Fire Dept.  
280 Mammoth Road  
Londonderry NH 03053

Account #	Shipped Via
3798	Customer

Quantity	Style	Description	Your Cost
1	MISC PPE	GXT 3.0 Jacket 40 -1 sly 29 Serial #6000597 GPS Pant 38x30 Serial #6000599	2,500.00

**Subtotal** 2,500.00  
**Total** 2,500.00

Add 2.5% for Credit Cards Service Charge rate 2% per month added to accounts 30 days past due (Annual Percentage Rate 24%). Product exchanges are subject to additional handling charges. Itemized detail available on request



1024 Suncook Valley Hwy., Unit 5-D  
 Epsom NH, 03234  
 TEL: 603.736.8500  
 www.BergeronProtectiveClothing.com

# INVOICE

No. : 229066

For Delivery # : 221268  
 Doc. Date : 10/21/2021  
 Payment Terms : NET30  
 Due Date : 11/20/2021  
 Customer PO:  
 Salesperson : House  
 Page : Page 1 of 1

**Bill To**

Londonderry Fire Department  
 Bruce Hollowell  
 280 Mammoth Road  
 Londonderry NH 03053

**Ship To :**

Bruce Hollowell  
 280 Mammoth Road  
 Londonderry NH 03053

Account #	Shipped Via
3786	UPS

Quantity	Style	Description	Your Cost
22	GGH	Globe Guard Hood One size fits all	2,200.00

Subtotal 2,200.00  
 Shipping & Handling 10.20  
 Total 2,210.20

Add 2.5% for Credit Cards Service Charge rate 2% per month added to accounts 30 days past due (Annual Percentage Rate 24%). Product exchanges are subject to additional handling charges. Itemized detail available on request



1024 Suncook Valley Hwy., Unit 5-D  
Epsom NH, 03234  
TEL: 603.736.8500  
www.BergeronProtectiveClothing.com

**INVOICE**

No. : **229067**

For Delivery # : 221268  
Doc. Date : 10/21/2021  
Payment Terms : NET30  
Due Date: 11/20/2021  
Customer PO:  
Salesperson : House  
Page : Page 1 of 1

**Bill To**

Londonderry Fire Department  
Bruce Hallowell  
280 Mammoth Road  
Londonderry NH 03053

**Ship To :**

Bruce Hallowell  
280 Mammoth Road  
Londonderry NH 03053

Account #	Shipped Via
3786	UPS

Quantity	Style	Description	Your Cost
22	GGH	Globe Guard Hood One size fits all	2,200.00

**Subtotal** 2,200.00  
**Shipping & Handling** 10.20  
**Total** 2,210.20

Add 2.5% for Credit Cards Service Charge rate 2% per month added to accounts 30 days past due (Annual Percentage Rate 24%). Product exchanges are subject to additional handling charges. Itemized detail available on request



**POLICE-FIRE-EMS**

**NEW ADDRESS**  
 801 PERIMETER ROAD  
 MANCHESTER, NH 03103  
**[866] 639-0279**  
 sales@emergencyoutfitter.net

**Invoice**

Date	Invoice #
3/22/2021	42280

<b>Bill To</b>
Londonderry Fire Department 280 Mammoth Rd Londonderry, NH 03053

<b>Ship To</b>

Due Date	Account #	Ship Date	Rep	P.O. No.	Ship Via	Terms	e mail address		
4/1/2021		3/22/2021			Delivery	Due Upo...			
Item	Description				Qty	Rate	Amount		
Lakeland Gear	Pioneer w/B2 Jacket & Pant- Gold - COTE				1	1,250.00	1,250.00		
Thank you for your business!						<b>Total</b>	\$1,250.00		
Items with original packing (including tags) may be exchanged or replaced within 30 calendar days. Proof of purchase required.						<b>Payments/Credits</b>	\$0.00		
						<b>Balance Due</b>	\$1,250.00		

<b>Phone #</b>	<b>E-mail</b>	<b>Web Site</b>
1-603-881-7106	Lisa@Mach5group.net	www.emergencyoutfitter.net

Remit Payment To:  
 East Coast Emergency Outfitter  
 801 Perimeter Rd  
 Manchester, NH 03103



**POLICE-FIRE-EMS**

NEW ADDRESS  
 801 PERIMETER ROAD  
 MANCHESTER, NH 03103  
**(866) 639-0279**  
 sales@emergencyoutfitter.net

**Invoice**

Date	Invoice #
2/2/2022	47327

**Bill To**

Londonderry Fire Department  
 280 Mammoth Rd  
 Londonderry, NH 03053

**Ship To**

Due Date	Account #	Ship Date	Rep	P.O. No.	Ship Via	Terms	e mail address		
2/12/2022		2/2/2022			Delivery	Due Upo...			
Item	Description	Qty	Rate	Amount					
Lakeland Gear DISCOUNTRS	Pioneer w/B2 Jacket & Pant- Gold - JOHNSON Price Adjustment	1	1,950.00 -400.00	1,950.00 -400.00					

Thank you for your business!

**Total** \$1,550.00

Items with original packing (including tags) may be  
 exchanged or replaced within 30 calendar days.  
 Proof of purchase required.

**Payments/Credits** \$0.00

**Balance Due** \$1,550.00

Phone #	E-mail	Web Site
1-603-881-7106	Lisa@Mach5group.net	www.emergencyoutfitter.net

Remit Payment To:  
 East Coast Emergency Outfitter  
 801 Perimeter Rd  
 Manchester, NH 03103





**Lakeland®**

**B2™ COAT WITH  
LAZERMAX™**

**Feature List**

- 32" Length Coat
- Plastic Delrin® YKK® Zipper/Velcro® Closure
- NYC Style Lime/Yellow 3M™ Scotchlite™ Reflective Material for enhanced visibility - Double Stitched
- Ergonomic Pleated Back/Shoulders
- Easy Grip™ DRD
- Low Profile 3" Collar with Hanger Loop
- Set-In Pleated Ergonomically Curved Sleeves
- 7" Black Kevlar® Thumb hole Wristers
- 5" Deep Black Stedprene Sleeve Wells
- Black Stedshield Coat Cuff Reinforcements - Double Stitched
- 2" x 3.5" x 8" Radio Pocket with Velcro® Antenna Opening on each side of Flap
- Self Mic Strap above Radio Pocket
- Universal Flashlight Holder
- 2" x 8" x 8" Coat Expansion Pockets with Hand-warmer
- LIner Inspection Velcro® Opening
- 3 Snap Tabs at the hem to secure the liner to the outer shell"
- LazerVax™ Trim

**Style OSX BP3207G91  
shown in Standard  
OSX B2 Material  
Configuration**



**Style OSX BP3207G91**



**Style BP32 shown  
in optional Black  
Pioneer with 3M  
Segmented  
Comfort Trim™**

Pleated shoulder and back goes from the top of the shoulder to the hem of the coat for maximum mobility

32" length... a popular length in the Fire Industry

# B2™ PANTS WITH LAZERMAX™



## Feature List

- Lo-Rise Waist Design with small 3" Rear Bib for Overlap Protection.
- Pant Closure: 2" Wide Black Kevlar® Belt with Belt Loop/Handle Grips, Snap and Velcro® Fly Closure
- 2" x 10" x 10" Pant Expansion Pocket lined with Kevlar® Twill
- Black Stedshield Double Padded Knees with Side Kick Extension Panel
- Black Stedshield Pant Cuff Reinforcements – Double Stitched
- Lime/Yellow 3M™ Scotchlite™ Reflective Material for enhanced visibility – Double Stitched
- Reverse Boot Cut
- Black-Ops™ Multi Adjust Suspenders – No Metal Suspender Buttons!
- LazerMax™ Trim



Style OSX BP3307G91

**Black-Ops™ Suspenders Included!**



3" short bib



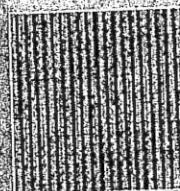
Style OSX BP3307G91 shown above in Standard OSX B2 Material Configuration

Style BP33 shown left in optional Black Pioneer with 3M Segmented Comfort Trim™

### OSX Stock Program B2™ Standard Materials

Coat: BP3207G91

Pant: BP3307G91



6.6 oz Gold Pioneer Outer Shell



Defender® M SL2 Camo Print Thermal Lining



Stedair 3000® Moisture Barrier



Kevlar. Nomex.

Compliant to the current 2018 Edition of NFPA 1971 Standard on Protective Ensembles for Structural Firefighting



# Industrial Protection Services, LLC

33 Northwestern Drive ■ Salem, NH 03079  
 Tel: (800) 696-4740 ■ www.ipp4safety.com

## INVOICE

INVOICE NO.	
177266-00	
INV. DATE	PAGE #
12/14/21	1

**Bill To:**

Londonderry Fire Dept  
 280 Mammoth Rd  
 Londonderry, NH 03053

**Ship To:**

Londonderry Fire Dept  
 Bruce Hallowell #24/Lt.  
 280 Mammoth Rd  
 Londonderry, NH 03053

CUST #	CUSTOMER P.O.	TERMS	SHIP VIA				SALES REP
90434	Bruce Hallowell #24	Net 30	UPS Ground				CP
LN	ITEM # / DESCRIPTION	ORD	B/O	SHIP	UM	PRICE	AMOUNT
1	FXR-C-PWT-LONDONDERRY Coat, FXR PWT ** DIRECT ORDER **	2	0	2	ea	1300.00	2600.00
2	FXR-P-PWT-LONDONDERRY Pant, FXR PWT ** DIRECT ORDER **	2	0	2	ea	930.00	1860.00
5	FXR-C-PWT-LONDONDERRY Coat, FXR white ** DIRECT ORDER **	1	0	1	ea	1148.00	1148.00
6	FXR-P-PWT-LONDONDERRY Pant, FXR chief ** DIRECT ORDER **	1	0	1	ea	973.00	973.00
Total Invoice Total							6581.00
Total							6581.00



## PRODUCT PREVIEW

Quoted By: IPS-INDUSTRIAL PROTECTION SERV  
 Prepared By: Edward Ashegh  
 Product Specialist  
 Address: 33 Northwestern Dr.  
 Salem, NH 03079  
 Phone: (978) 657-4740  
 Email: eashegh@ipp-ips.com  
 Quote: Londonderry NH 11-2021  
 FWID: 149216  
 Item: FXR Turnout Gear Coat & Pant  
 Contract: FireWriter 2021 October Revision



### COAT SPECIFICATIONS

Coat Outer Shell: 30" Coat with DRD, 6.5 oz. TECGEN71, Gold  
 Coat Thermal Liner: (G1) 5.9 oz Glide Ice™ 1-Layer  
 Coat Moisture Barrier: (F) 5.5oz Stedair® 4000  
 Coat Closures: XC40 Zipper / Woven Hook and Loop  
 XMZP Fabric Zipper Pull  
 Coat Trim Style: 3" NFPA Standard ScotchLite™ Triple Lime/Silver

### COAT PATTERN, LINER, PATCHES AND LABELS OPTIONS

XMSN 3 Snap Neck Shell/Liner Attachment  
 XMEFL Nomex® American Flag, Left Arm

### LETTERING

Text: LONDONDERRY  
 Pos: 2, 2" Scotchlite™ Lime, XL00 - Sewn Direct Lettering  
 Text: NAME  
 Pos: 9, 2" Scotchlite™ Lime, FXRSHLET70 - Extra Elongated Coat Back  
 with 1 Row Patch, Hook & Loop Attachment (14 x 4")

### COAT REINFORCEMENTS

Knit Wrist Reinforcement: XM01 Knit Wrist with Thumb Loop, Nomex®  
 (White)  
 Cuff Reinforcement: Standard Cuff, Black, PCA (Polymer Coated Aramid)  
 Shoulder Reinforcement: No Reinforcement  
 Elbow Reinforcement: No Reinforcement

### COAT MIC CLIPS AND STRAPS



This preview is for illustrative purposes only. Not all options may be shown in the preview. Not all options shown may be to the correct scale of the garment and may not be attached in the exact location shown.

### LETTERING PREVIEW

- 1.
2. LONDONDERRY

XMCLP Mic Clip: 1" x 2" Shell Material

Left Qty: 1

XM7985 XM79/XM85 Combo - Hook on Patch above Survivor® Flashlight Holder

Right Qty: 1

- 4.
- 5.
- 6.
- 7.
- 8.
9. NAME

## COAT POCKETS

Chest Pocket - Left: (XP08) Radio Pocket 9 x 4 x 3

Double Notch

Hand Pocket - Left: (XP54) Semi Bellow, Handwarmer with Full Kevlar & Fleece Lining, 8 x 8 x 2

Hand Pocket - Right: (XP54) Semi Bellow, Handwarmer with Full Kevlar & Fleece Lining, 8 x 8 x 2

## PANT SPECIFICATIONS

Pant Rise: Mid-Rise

Pant Rear Panel: No Rear Panel

Pant Outer Shell: 6.5 oz. TEGGEN71 - Gold

Pant Thermal Liner: (G1) 5.9 oz Glide Ice™ 1-Layer

Pant Moisture Barrier: (F) 5.5oz Stedair® 4000

Pant Closures: XC50 Woven Hook and Loop / Hook & D

Pant Trim Style: 3" around cuffs - ScotchLite™ Triple Lime/Silver

## PANT SUSPENDERS

SVHC - Sewn Direct Hook and Loop, H-Back, Black Webbing, Padded with Cam Lock (Max Length: 54")

## PANT HARNESS

Harness Installment: External - XMHS-5 5 Harness Straps, 1.5x3.5

Egress Pocket - Right: (XPEGGLB) Egress Pocket placed on FRONT of pant leg: 9" deep Rope Pocket, hook pocket, Descender Cradle, Carabiner Strap

## PANT POCKETS

Front Pocket - Left: (XP30) Full Bellow 10 x 10 x 2

PCA Reinforcement (cannot be chosen on coats with comfort trim), Black, "Rolled" Flap - 1/2" Foam in Flap (Includes XPLP), Full Kevlar® Lining (All 4 Sides), Kevlar® Pouch Insert - Divided with 3 Compartments

## PANT REINFORCEMENTS

Knee Reinforcement: STS 1-Layer Knee (Foam Encapsulated in Moisture Barrier), Black, PCA (Polymer Coated Aramid), 11" STS

Cuff Reinforcement: DexCuff - Reverse Tapered Cuff, Black, PCA (Polymer Coated Aramid)

Leg and Crotch Reinforcement: No Reinforcement

TPP (Before Washing, NFPA minimum = 35)

41.40 cal/cm<sup>2</sup>

THL (NFPA Minimum = 205)

316.70 W/m<sup>2</sup>



# Industrial Protection Services, LLC

33 Northwestern Drive ■ Salem, NH 03079  
 Tel: (800) 696-4740 ■ www.ipp4safety.com

## INVOICE

INVOICE NO.	
179718-00	
INV. DATE	PAGE #
04/19/22	1

**Bill To:**

Londonderry Fire Dept  
 280 Mammoth Rd  
 Londonderry, NH 03053

**Ship To:**

Londonderry Fire Dept  
 Bruce Hallowell  
 280 Mammoth Rd  
 Londonderry, NH 03053

CUST #	CUSTOMER P.O.	TERMS	SHIP VIA				SALES REP
90434	BEH 4-15-22	Net 30	UPS Ground				CP
LN	ITEM # / DESCRIPTION	ORD	B/O	SHIP	UM	PRICE	AMOUNT
1	G2LLG glove, dexpro gauntlet large	2	0	2	ea	112.00	224.00
2	G2LMD Glove, dexpro gauntlet medium	2	0	2	ea	112.00	224.00
3	G2LXL glove, Dex Pro Gauntlet XL	4	0	4	ea	112.00	448.00
						Total	896.00
						Freight Out	19.62
						Invoice Total	915.62

Invoice Total \$ 915.62

FIRE TECH & SAFETY OF NEW ENGLAND, INC.  
 PO Box 435  
 84A Route 133  
 Winthrop, ME 04364-0435  
 1-800-331-7900 Fax (207) 377-6260



# Invoice

Date	Invoice #
2/28/2022	202365

Bill To	Account # 00262
LONDONDERRY FIRE DEPT-NH 280 MAMMOTH RD. LONDONDERRY, NH 03053	

Ship To
LONDONDERRY FIRE DEPT-NH 280 MAMMOTH RD. LONDONDERRY, NH 03053

P.O. No.		S.O. No.	Ship Via	Rep	Terms
		180426		D&B	Net 30
Ordered	Shipped	B/O	Description	Unit Price	Amount
1	1	0	TASK FORCE JUMBO BALL INTAKE VALVE, 6"	2,475.00	2,475.00
1	1		NH F X 5" RIGID STORZ SHIPPING & HANDLING	45.89	45.89
VENDOR# _____ DATE <u>3/9/22</u> APPROVED <u>[Signature]</u> ACCOUNT# <u>LOD-23-22-41182</u>					
Tracking if available:					

Thank you for your business.

**Our preferred payment method is ACH.**

If you would like information about ACH or receive your invoices by email, please contact Laurie at LChick@FireTechUSA.com.

www.FireTechUSA.com



<b>Total</b>	\$2,520.89
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$2,520.89

Notice: One or more of the products listed above may contain PFAS. For detailed product information please call 800-256-8700.

FIRE TECH & SAFETY OF NEW ENGLAND, INC.  
 PO Box 435  
 84A Route 133  
 Winthrop, ME 04364-0435  
 1-800-331-7900 Fax (207) 377-6260



# Invoice

Date	Invoice #
2/28/2022	202364

Bill To	Account # 00262
LONDONDERRY FIRE DEPT-NH 280 MAMMOTH RD. LONDONDERRY, NH 03053	

Ship To
LONDONDERRY FIRE DEPT-NH 280 MAMMOTH RD. LONDONDERRY, NH 03053

P.O. No.	S.O. No.	Ship Via	Rep	Terms
	180427		D&B	Net 30

Ordered	Shipped	B/O	Description	Unit Price	Amount
1	1	0	TASK FORCE JUMBO BALL INTAKE VALVE, 6"	2,475.00	2,475.00
1	1		NH F X 5" RIGID STORZ SHIPPING & HANDLING	45.89	45.89

VENDOR# \_\_\_\_\_  
 DATE 3/9/22  
 APPROVED [Signature]  
 ACCOUNT# LD 23-22 4680

Tracking if available: \_\_\_\_\_

Thank you for your business.

**Our preferred payment method is ACH.**

If you would like information about ACH or receive your invoices by email, please contact Laurie at LChick@FireTechUSA.com.

www.FireTechUSA.com



<b>Total</b>	\$2,520.89
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$2,520.89

Notice: One or more of the products listed above may contain PFAS. For detailed product information please call 800-256-8700.



# ORDER #2022-07

An Order Relative to  
**EXPENDITURE OF  
MAINTENANCE TRUST FUNDS FOR VARIOUS PROJECTS**

---

Reading: 05/09/2022

Adopted: 05/09/2022

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

**WHEREAS** by the Town Council of the Town of Londonderry that the Town Treasurer is hereby ordered to expend \$2,514.35 from the Expendable Maintenance Trust Fund for the aforementioned repairs and improvements.

**NOW THEREFORE BE IT ORDERED** by the Town Council of the Town of Londonderry that the Town Treasurer is hereby ordered to expend \$2,514.35, from the Expendable Maintenance Trust Fund for the aforementioned repairs and improvements.

---

John Farrell, Chairman  
Town Council

---

Sharon Farrell  
Town Clerk

**A TRUE COPY ATTEST:**  
05/09/2022

Description	Vendor	Amount
<p><b>Repair of Town Hall generator radiator</b></p> <p>Town Hall generator had a small leak in the radiator that we had been monitoring for some time in order to locate it. On our winter PM visit our vendor located it and provided an estimate of \$6,612.78 for a complete replacement. After discussion with our staff, we decided to take on the task with our skills and labor and by bringing it for a cleaning and recore. A cost savings of \$4,098.43 was realized with this approach.</p>	<p><b>Merrill's Radiator</b></p> <p>PM (cleaning/pressure test/etc. \$ 18.49            Freight \$ 85.71            Recore \$ 2,385.51            Miscellaneous Parts/shop supplies 24.64</p>	<p>\$2,514.35</p>
<p><b>Total Town Council EMTF Order \$</b></p>		<p>2,514.35</p>



**MERRILL'S RADIATOR**

549 First NH TRPK  
Northwood, NH 03261

603.942.8711  
www.merrillsradiator.com

DATE	4/26/22	TAG #	
PURCHASE ORDER #			
CONTACT	PAUL		
TELE	603-552-X	7863	
TELE		X	

NAME Town of Londonderry

ADDRESS 121

CITY 1690 STATE \_\_\_\_\_ ZIP \_\_\_\_\_

<input checked="" type="checkbox"/>	<b>RADIATOR -</b> <u>GEN SET.</u>	
<input checked="" type="checkbox"/>	CLEAN EXTERNALLY: PRESSURE WASH. STEAM CHEMICAL	
<input checked="" type="checkbox"/>	CLEAN INTERNALLY: BACK FLUSH ROD OUT ULTRASOUND	
	FLOW TEST #1.....GPM FLOW TEST #2.....GPM	
<input checked="" type="checkbox"/>	TEST & REPAIR: <u>Advise N/A</u>	
<input checked="" type="checkbox"/>	FILLER NECK INLET / OUTLET CONNECTION DRAIN ASSEMBLY <u>PN-2-18-49</u>	
<input checked="" type="checkbox"/>	TUBE LEAKS: INTERNAL INLET HEADER OUTLET HEADER	
<input checked="" type="checkbox"/>	INLET TANK: REMOVE / REPLACE RESOLDER SEAM REBUILD HEADER	
	INLET TANK (\$ )	
	OUTLET TANK: REMOVE / REPLACE RESOLDER SEAM REBUILD HEADER	
	OUTLET TANK (\$ )	
	STRAIGHTEN FINS PAINT NO PAINT	
	<b>INDUSTRIAL RADIATOR -</b>	
	REMOVE & REPLACE TANK(S) / FRAME(S) / SHROUD / ETC.	
	NEW NUTS / BOLTS / WASHERS / ETC. NEW GASKETS	
<input checked="" type="checkbox"/>	RECORE (\$ <u>676997</u> ) RADIATOR (\$ )	<u>2385.51</u>
	<b>HEATER -</b>	
	CLEAN, TEST & REPAIR:	
	TANK SEAM(S) CONNECTION(S) REBUILD TOP / BOTTOM HEADER	
	HEATER (\$ )	
	<b>FUEL TANK -</b>	
	CLEAN, TEST & REPAIR COAT INTERNALLY COAT EXTERNALLY	
	FUEL TANK (\$ )	
	<b>SPECIAL SERVICES -</b>	
	STEEL WELD...ALUMINUM WELD...	
	PLASTIC REPAIR...EPOXY REPAIR...SILVER SOLDER REPAIR...MUGGYALLOY REPAIR...	
<input checked="" type="checkbox"/>	FREIGHT <u>ROSS TRUCK</u>	<u>85.71</u>
<input checked="" type="checkbox"/>	<u>TANK repair</u>	<u>ENCL</u>
<input checked="" type="checkbox"/>	<u>6' SEALING foam</u>	<u>24.64</u>
<input checked="" type="checkbox"/>	<u>10282 missing cap.</u>	

WARRANTY INFORMATION - LIFETIME\* 5YRS 1YR 90DAYS NOWARRANTY

CASH	CHECK	CARD	ACCOUNT	TOTAL	<u>2514.35</u>
------	-------	------	---------	-------	----------------

# Proposal

# Power Up Generator Service Co.

8 Priscilla Lane Auburn, NH 03032 Tel(603)657-9080 Fax(603)657-9082

Proposal Submitted To <b>Town of Londonderry NH</b>			PHONE <b>603-432-1100 x152</b>	DATE <b>3/30/2022</b>
STREET <b>268B Mammoth Road</b>			JOB NAME <b>Generator repairs</b>	
CITY <b>Londonderry</b>	STATE <b>NH</b>	ZIP <b>03053</b>	JOB LOCATION <b>Town Hall</b>	
Atten: <b>Dave Wholley</b>	Customer Issued PO#		Genset serial number <b>F3433C/001</b>	JOB NUMBER <b>p12046</b>

During the recent PM service visit our technician noted the engine radiator has a leak from the upper tank and the voltage adjust potentiometer was not functioning correctly. The radiator, radiator hoses, coolant and voltage adjust potentiometer were in need of replacement.

We recommend replacing the above and fully testing the generator at the completion of repairs.

**\* This quote includes on replacing the radiator with a new OEM provided radiator. The vendor could not provide an estimated lead time on the radiator at the time of this quotation.**

**Our price to complete the repair described above including all parts, travel and labor is \$6,612.78, plus applicable taxes**

Since this estimate has been prepared prior to repairs we may discover further deficiencies or encounter unexpected difficulties. If this occurs we will contact you immediately to discuss any price adjustments related to this situation.

Thank you,  
Power Up Generator Service  
info@powerupgeneratorservice.com

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of: \_\_\_\_\_ dollars \_\_\_\_\_ cents

We have a fleet of rental generators available up to 2,000 kW upon request.

All material is guaranteed to be as specified. All work to be completed in a workman like manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. Payment in full will be net 30 from date of completion

Authorized Signature \_\_\_\_\_

Note: This proposal may be withdrawn by us if not accepted within \_\_\_\_\_ days

**Acceptance of Proposal** - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment in full will be net 30 from date of completion.

Signature: \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

Signature: \_\_\_\_\_



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 – May 9, 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 Project Funding.** The Town requested \$5 million from Congressman Chris Pappas' office to build a sewer pump station in south Londonderry. The pump station will allow Londonderry to access additional capacity at the Manchester Waste Water Treatment Plant, which we do not have access to now. I presented the Town's request to the Congressman's Community Advisory Board on April 25. We learned on April 26 that the Congressman is supporting our request and will submit it to the Appropriations Committee for review and consideration.
- 2. Personnel Changes.** Town Planner Colleen Mailloux has announced she is taking another opportunity with the federal government. Colleen has served the Town exceptionally well, and will be hard to replace. The Town has engaged Southern New Hampshire Planning Commission to support the Planning Department in the immediate term. The Town is also seeking to hire an Assistant Director of Engineering and a Town Attorney. The Town hired an Assistant Assessor. Firefighter/Paramedic Ed Daniels and Officer Matt Laquerre retired.
- 3. Community Events and Contacts.** I met with the owners of 603 Brewery to discuss and learn about their business. I attended an event at Uni-Cast and also learned about their business. This event was attended by Sen. Shaheen and SBA Administrator Guzman. The Town donated a basket to be raffled off at "Pint Night" to support the

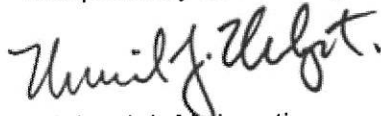
sensory playground. I met with the President of the Greater Derry Londonderry Chamber of Commerce to learn about this group.

**4. Waste Management.** Waste Management has notified the Town it is seeking an “extraordinary cost increase” of 13% under the force majeure clause of the contract. They base this request upon the inflationary conditions, which they refer to as “unforeseen and extraordinary market conditions, which neither party could have anticipated at the time the contract was executed.” The Town has sought legal assistance and is evaluating this request.

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

- Auburn Road Landfill Mowing Award Letter (01-02).
- DRA Equalization Letter (03).
- Update on Library Hours (04).
- Pappas Community Funding Letter (05).
- County – Notice of Budget Hearing (06).
- Waste Management Cost Recovery Request (07-08)
- Lion’s Notice of Lease Termination (09).

Respectfully submitted,



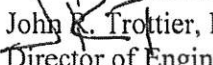
Michael J. Malaguti  
Town Manager



TOWN OF LONDONDERRY  
ENGINEERING & ENVIRONMENTAL SERVICES  
268B MAMMOTH ROAD  
LONDONDERRY, NH 03053  
TEL (603)432-1100 EXT 193  
FAX (603)432-1128

## Memorandum

To: Mike Malaguti, Town Manager

From:  John R. Trottier, PE  
Director of Engineering  
& Environmental Services

Date: April 27, 2022

Re: Lawn Mowing  
Auburn Road Superfund Site  
Auburn Road, Londonderry, NH

Mike,

I have received and reviewed the bids received on April 26, 2022 for lawn mowing services to be performed at the Auburn Road Superfund Site. The attached table summarizes the results of the received bids.

I recommend that the Town of Londonderry retain the services of NH Core Properties for the 2022 / 2023 / 2024 seasons.

If you need any further information, please call.

*Concur  
Mike Trottier  
4/27/22*

Attachments: Bid Results - Auburn Road Superfund Site

\\file19-vs\Dept Share\PW\Home\Personal\J Trottier\Auburn Road\Mowing\2022 Bid\MMalagutti042722Memo.doc

26-Apr-22 BID RESULTS - AUBURN ROAD SUPERFUND SITE									
CONTRACTOR	2022 -1st TIME PER MOWING	2022 -2nd TIME PER MOWING	2023 -1st TIME PER MOWING	2023 -2nd TIME PER MOWING	2024 -1st TIME PER MOWING	20241 -2nd TIME PER MOWING	TOTAL COST		
NH Core Manchester, NH	\$2,000	\$2,000	\$2,000	\$2,000	\$2,100	\$2,100	\$12,200		
Donahue & Son Barre, MA	\$3,850	\$3,850	\$4,042.50	\$4,042.50	\$4,244.63	\$4,244.63	\$24,274.26		
Precision Yard Bedford, NH	\$3,150	\$3,150	\$3,250	\$3,250	\$3,300	\$3,300	\$19,400		
Boyden Landscaping Pelham, NH	\$2,500	\$2,500	\$2,600	\$2,600	\$2,700	\$2,700	\$15,600		





Lindsey M. Stepp  
Commissioner

Carolyn J. Lear  
Assistant Commissioner

## State of New Hampshire Department of Revenue Administration

109 Pleasant Street  
PO Box 487, Concord, NH 03302-0487  
Telephone (603) 230-5000  
www.revenue.nh.gov



MUNICIPAL & PROPERTY  
DIVISION  
James P. Gerry  
Director

Samuel T. Greene  
Assistant Director

Mar 30, 2022

TOWN OF LONDONDERRY  
OFFICE OF SELECTMEN  
268B MAMMOTH ROAD  
LONDONDERRY, NH 03053

Dear Selectmen/Assessing Officials,

The Department of Revenue Administration is charged with the responsibility of annually equalizing the local assessed valuation of municipalities and unincorporated places throughout the state. The Department has conducted a sales-assessment ratio study using market sales, which have taken place in Londonderry between October 1, 2020 and September 30, 2021. Based on this information, we have determined the average level of assessment of land, buildings and manufactured housing as of April 1, 2021.

Based on the enclosed survey, we have determined a median ratio for the land, buildings and manufactured housing in Londonderry for Tax Year 2021 to be **92.9%**. The median ratio is the generally preferred measure of central tendency for assessment equity, monitoring appraisal performance, and determining reappraisal priorities, or evaluating the need for reappraisal. The median ratio, therefore, should be the ratio used to modify the market value of properties under review for abatement to adjust them in accordance with the overall ratio of all properties in Londonderry.

We have also determined the overall equalization assessment - sales ratio for the land, buildings, utilities, and manufactured housing in Londonderry for Tax Year 2021 to be **92.3%**. This ratio will be used to equalize the modified local assessed valuation for all land, buildings, utilities, and manufactured housing in Londonderry.

In an effort to provide municipalities with more detailed information regarding their level of assessment (i.e. equalization ratio) and dispersion (i.e. coefficient of dispersion and price-related differential), we have prepared separate analysis sheets for various property types (stratum). See attached summary sheet showing Londonderry's stratified figures and a further explanation of the DRA's stratified analysis.

**Please review the list of sales used in determining your assessment-sales ratio. If any incorrect data has been used, or if you would like to meet with me to discuss this ratio or an alternate ratio methodology as outlined in the accompanying information sheet, please contact me immediately.**

You will be notified of Londonderry's total equalized valuation when the Department has completed its process of calculating the total equalized valuation.

Linda Kennedy  
Supervisor

James Gerry  
Municipal and Property Director

TDD Access: Relay NH 1-800-735-2964

Individuals who need auxiliary aids for effective communication in programs and services of the Department of Revenue Administration are invited to make their needs and preferences known to the Department.

## Michael Malaguti

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**From:** Erin Matlin  
**Sent:** Monday, May 2, 2022 10:55 AM  
**To:** Kirby Brown  
**Cc:** Michael Malaguti; Lisa Drabik  
**Subject:** Hours update from Leach Library

Hello Kirby, Lisa and Mike,

Just wanted to remind you that starting today we go back to full hours. We have updated the hour on all the locations we can think of and alerted patrons on social media.

Monday -Thursday 9-8  
Friday – Saturday 9-5  
Sunday – Closed

Thanks  
Erin

Erin Matlin  
Director of the Leach Library  
276 Mammoth Road  
Londonderry, NH 03053  
603-432-1100 ext.270  
[ematlin@londonderrynh.org](mailto:ematlin@londonderrynh.org)

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This email was scanned by Bitdefender

## Michael Malaguti

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**From:** Pio, Colin <Colin.Pio@mail.house.gov>  
**Sent:** Friday, April 29, 2022 3:47 PM  
**To:** Thurman, Kari; Pio, Colin  
**Subject:** Community Project Funding - Office of Rep. Pappas

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

Good afternoon,

Thank you for your submission to the Office of Congressman Pappas for Community Project Funding.

Our office reviewed each project, received feedback from our Community Advisory Board, and took into account public feedback and comments.

We are grateful for everyone's submissions and patience throughout this process, and are aware of the incredible work you do; much of which has been compounded as we continue to recover from a global pandemic. While all of the projects serve a necessary need in the community, only 15 can be submitted to the House Appropriations Committee for possible funding. Those projects can be found at the bottom of the page here: <https://pappas.house.gov/cpf>.

In the coming weeks and months, our office is committed to working with you to assist in your important work. We will be working to identify other sources of funding, grant opportunities, other resources, and federal assistance for your organizations and projects. Additionally, we are available to speak individually, meet with you and your organization, and visit your locations to learn more about your ongoing needs and the work you do.

Colin and Kari

**Colin Pio**  
Congressman Chris Pappas, NH-01  
[colin.pio@mail.house.gov](mailto:colin.pio@mail.house.gov)  
(603) 361-0655

CONGRESSMAN  
**CHRIS PAPPAS**  
PROUDLY SERVING NEW HAMPSHIRE'S 1st DISTRICT



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This email was scanned by Bitdefender

# 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 2, 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.

From: The Rockingham County Commissioners

Re: Rockingham County Fiscal Year 2023 Proposed Budget and Public Hearing Notice

Enclosed please find a copy of the Rockingham County Commissioner's Fiscal Year 2023 Proposed Budget. Notice of the hearing is as follows:

## Legal Notice

### Public Hearing

Rockingham County Board of Commissioners  
Proposed Fiscal Year 2023 Budget (RSA: 24:13-C)  
For an estimated new appropriation of \$91,500,000.

Conducted by the Chair of the Rockingham County Board of Commissioners  
Friday, May 6, 2022 @ 8:30am.

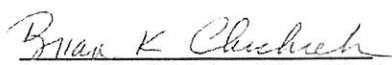
Hilton Auditorium, Rockingham County Nursing Home, 117 North Road, Brentwood, NH  
Thomas Tombarello, Chair  
Rockingham County Board of Commissioners

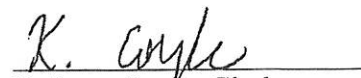
*Due to COVID-19 restrictions imposed, access to the Hilton Auditorium is limited, but remote access will be available. If you wish to attend in person, or to receive the remote access information, please contact Leila Mattila in advance at 603-679-9350 or email her at [lmattila@co.rockingham.nh.us](mailto:lmattila@co.rockingham.nh.us).*

On April 28, 2022, the above notice was published in the Manchester Union Leader and displayed in the following three (3) Public Posting Places: Rockingham County, NH website: <http://www.rockinghamcountynh.org>, Rockingham County Rehabilitation and Nursing Center, 117 North Road, Brentwood, NH 03833 and Rockingham County Commissioners Office, 119 North Road, Brentwood, NH 03833.

Best Regards,

  
Thomas Tombarello, Chair

  
Brian Chirichiello, Vice Chair

  
Kathryn Coyle, Clerk

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

#1 INITIAL WM LETTER



February 17, 2022

Robert Kerry  
Environmental Engineer  
Londonderry Department of Engineering and Environmental Services  
268B Mammoth Rd.  
Londonderry, NH 03053

Re: Inflation Cost Recovery Related to Trash and Recycling Collection Operations

Dear Bob,

Waste Management of New Hampshire, Inc. ("WM") is proud to be your community's service provider and grateful for your business. WM is also proud of the essential work our frontline collection, recycling, and disposal crews performed throughout the COVID-19 pandemic and continue to provide your community despite lingering and difficult disruptions.

Throughout 2021, the U.S. economy has been experiencing the unexpected adverse impacts of inflation caused in large part by an economy re-emerging from COVID-19 but hampered by labor and supply chain constraints. Not since the years immediately following WWII or the late-1970s has the U.S. experienced inflationary price increases at these levels. For WM, disruptions in the supply chain for critical materials and equipment, labor shortages, and significant increases in fuel costs have substantially increased WM's cost to provide services to your community. As just one example, the price of the steel WM needs for solid waste and recycling vehicles and containers has increased more than 150% over the past 12 months. Additionally, front line labor costs have nearly doubled since 2020, which represent a substantial portion of WM's overall operating costs. Many economists are projecting continued labor shortages and upward pressure on labor and critical material costs.

The Towns current annual rate adjustment is not to exceed 3%. I have outlined below some recent examples of some index's that support what we are requesting.

**PPI Industry Data**

**Source:**

<https://beta.bls.gov/dataViewer/view/timeseries/PCUOMFG--OMFG-->

Series Title	PPI Industry group data for Total manufacturing industries, not seasonally adjusted
Series ID	PCUOMFG--OMFG--
Seasonality	Not Seasonally Adjusted
Survey Name	PPI Industry Data
Measure Data Type	Total manufacturing industries
Industry	Total manufacturing industries
Item	Total manufacturing industries

Year	Period	Label	Observation Value	Percent Change	Percent Change	Percent Change	Percent Change
2021	M12	2021 Dec	226.286	15.04%	16.04%	15.22%	12.18%

**PPI Industry Data: Local Trucking**

**Source:**

<https://beta.bls.gov/dataViewer/view/timeseries/PCU484110484110;jsessionid=01D632CC625B6C82FA8A00E670D0C55A>

Series Title: PPI Industry data for General freight trucking, local, not seasonally adjusted  
Series ID: PCU484110484110  
Seasonality: Not Seasonally Adjusted  
Survey Name: PPI Industry Data  
Measure Data Type: General freight trucking, local  
Industry: General freight trucking, local  
Item: General freight trucking, local

Year	Period	Label	Observation Value	Percent Point	Percent YoY	Percent YoY	12 Mo Inflation Rate
2021	M12	2021 Dec	170.987	11.46%	12.62%	11.82%	10.13%

**CPI for All Urban Consumers (CPI-U)**

**Source:**

<https://beta.bls.gov/dataViewer/view/timeseries/CUUR0000SA0>

Series Title: All items in U.S. city average, all urban consumers, not seasonally adjusted  
Series ID: CUUR0000SA0  
Seasonality: Not Seasonally Adjusted  
Survey Name: CPI for All Urban Consumers (CPI-U)  
Measure Data Type: All items  
Area: U.S. city average  
Item: All Items

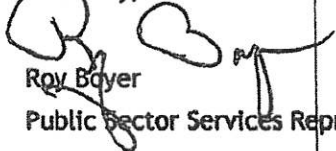
Year	Period	Label	Observation Value	Percent Point	Percent YoY	Percent YoY	12 Mo Inflation Rate
2021	M12	2021 Dec	278.802	7.04%	6.69%	6.01%	4.70%

Due to these unforeseen and extraordinary market conditions, which neither party could have anticipated at the time the contract was executed in 2016, WM respectfully requests an extraordinary increase of 13% effective July 1, 2022.

This will allow WM's compensation to better keep pace with WM's operating costs to provide critical services in your community. Although many of WM's contracts include annual price adjustment mechanisms, in most instances those mechanisms do not provide an adjustment to offset the inflationary pressures WM has absorbed over the past year. For that reason, WM is respectfully requesting this immediate relief.

WM is as committed as ever to provide best-in-class service to our customers and the communities we call home. We appreciate your partnership as we address these unusual market conditions.

Sincerely,



Roy Boyer  
Public Sector Services Representative



To: Michael J. Malaguti  
Town Manager  
Town of Londonderry

From: Board of Directors, Londonderry Lions Club, Inc.

Date May 5, 2022

Re: Notice of Termination

Michael,

Pursuant to paragraph 12 of the lease agreement between the Town of Londonderry and the Londonderry Lions Club, Inc we hereby give 90 days notice of termination of the lease which was renewed on May 22, 2019.

# LONDONDERRY TOWN COUNCIL MEETING MINUTES

1 April 18, 2022

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

5  
6 Present: Chairman John Farrell; Vice Chairman Joe Green; Councilor Jim Butler, Chad  
7 Franz, and Deb Paul; Town Manager Michael Malaguti; Assistant Town Manager Lisa  
8 Drabik; Executive Assistant Kirby Brown

9  
10 CALL TO ORDER

11  
12 Chairman Farrell called the Town Council meeting to order at 7:00 PM. This was followed  
13 by the Pledge of Allegiance. This was followed by a moment of silence for all of those who  
14 are in harms way in Ukraine, pray for their safety.

15  
16 PUBLIC COMMENT

17  
18 Chairman Farrell invited up Larry Casey, Julie Lee, and Stephen Lee, with the Londonderry  
19 Arts Council to discuss and give the Council and public an update on Concerts on the  
20 Common. Casey gave a rundown of who they have coming for artists this year, the dates,  
21 and thanked the Council for their ongoing support. This is the 22<sup>nd</sup> season. Casey also  
22 discussed the sponsors and operational support. See attached for the 2022 Concerts on the  
23 Common schedule.

24  
25 Dan Bouchard, 8 O'Connell Dr, discussed staffing with the Council and filling overtime  
26 shifts. Assistant Town Manager Lisa Drabik stated that the town does perform exit  
27 interviews when people leave. Drabik stated that the town also did union negotiations for  
28 five of the unions a couple years ago, did salary surveys, compared to other towns. Drabik  
29 stated that they have a good understanding as to why folks are leaving, and it's for a variety  
30 of reason.

31  
32 Kim Stone, 3 Pine St, stated that she is here to discuss the poultry item, Ordinance #2022-  
33 03. Stone stated that she is in support of the change. One of the benefits of having poultry  
34 is pest control. Stone stated that one of the items in the Ordinance is if you have less than



## LONDONDERRY TOWN COUNCIL MEETING MINUTES

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35 two acres you have to keep them contained at all times, which defeats the purpose of pest  
36 control if they can't go through the yard to get the ticks. That is a good change to the  
37 Ordinance.

### NEW BUSINESS

38  
39  
40 Assistant Town Manager Lisa Drabik and Town Manager Mike Malaguti gave an update  
41 to the Council on department goals and discussion. Malaguti stated that last time the  
42 public and fire departments were at the meeting to talk about their department goals and  
43 concerns. Malaguti stated that he and Drabik kept having discussions with department  
44 heads and what he observed is that a lot of department head concerns and goals can be  
45 addressed at the operational level before they come to the Council. Malaguti stated that they  
46 will tap the breaks on the full rollout of the goals and discussions so he and Drabik can  
47 meet with department heads first.

48  
49 Chairman Farrell introduced the first reading of Ordinance #2022-03, an amendment to  
50 the Zoning Ordinance, Section 4.2.1.4 relative to the keeping of poultry in the AR-1  
51 District. Town Planner Colleen Mailloux presented. Mailloux stated that the Planning  
52 Board has been discussing this issue for months. Motion to waive first reading and  
53 schedule a public hearing for May 23<sup>rd</sup> made by Vice Chairman Green and second by  
54 Councilor Franz. Chair votes 5-0-0.

55  
56 Chairman Farrell introduced the first reading of Ordinance #2022-04, an amendment to  
57 the Zoning Ordinance establishing a Groundwater Protection Overlay District, Senior  
58 4.6.8. Town Planner Colleen Mailloux present. Motion to waive the first reading and  
59 schedule a public hearing for May 23<sup>rd</sup> made by Vice Chairman Green and second by  
60 Councilor Franz. Chair votes 5-0-0.

61  
62 Town Planner Colleen Mailloux gave the Council a presentation on how to access projects  
63 under review on the town website page. All of the development under review or recently  
64 passed by the Planning Board.

65  
66 Chairman Farrell introduced the first reading of Ordinance #2022-05, an ordinance  
67 creating the Londonderry Commercial and Industrial Tax Incentive Program. Town  
68 Manager Malaguti presented. Malaguti stated that this is an iteration of a program that was  
69 tabled at the beginning of this year, with the same title. Malaguti previewed the program

# LONDONDERRY TOWN COUNCIL MEETING MINUTES

70 for the Council and highlighted the changes, such as the scope of the program, trial period,  
71 and consideration of costs and detriments. Malaguti stated that this would be a town-wide  
72 program, so not just for one area of town. Motion to waive first reading and schedule a  
73 public hearing for May 9<sup>th</sup> made by Councilor Franz and second by Vice Chairman Green.  
74 Chair votes 5-0-0.

75

76

## APPROVAL OF MINUTES

77

78 Motion to approve the Town Council minutes from April 11, 2022 made by Councilor  
79 Franz and second by Councilor Paul. Chair votes 5-0-0.

80

81 Assistant Town Manager Drabik announced that it was put out in a press release that  
82 NHDES has entered into agreement with St. Gobain in regards to the consent decree area,  
83 the west side of town and surrounding towns. St. Gobain has agreed to the extension of  
84 water lines for a certain number of homes thus far. Only 13 addresses in Londonderry so  
85 far. St Gobain has to provide April 30<sup>th</sup> provide information on what they're going to do  
86 about the rest of the properties in that area, a permanent solution.

87

88

## ADJOURNMENT

89

90 Motion to adjourn made by Vice Chairman Green and second by Councilor Franz. Chair  
91 votes 5-0-0.

92

93	Notes and Tapes by:	Kirby Brown	Date: 04/18/2022
94	Minutes Typed by:	Kirby Brown	Date: 04/28/2022
95	Approved by:	Town Council	Date: 05/09/2022

## LONDONDERRY ARTS COUNCIL (/)



## Londonderry High School Jazz Ensembles and Orchestra (/cotc-schedule/lhs)

Monday, June 6, 2022

7:00 PM – 8:30 PM

265 Mammoth Road, Londonderry, NH, 03053, United States (map) (<http://maps.google.com?q=265 Mammoth Road Londonderry, NH, 03053 United States>)

Last year we sincerely missed starting our concert season with our wonderful Londonderry High School Jazz Ensembles and Orchestra. The LHS bands ALWAYS kick off our concert season. They are back to perform this year, and we can't wait

to hear them! This is such a special evening, as it is the last concert for the LHS graduating seniors. We think that is one reason why you can feel the energy the bands put into this concert every year. Come out for a great start to our season, and to send off the seniors with your appreciation!



## Neurotic Gumbo (/cotc-schedule/ngumbo)

Wednesday, June 15, 2022

7:00 PM – 8:30 PM

265 Mammoth Road, Londonderry, NH, 03053, United States (map) (<http://maps.google.com?q=265 Mammoth Road Londonderry, NH, 03053 United States>)

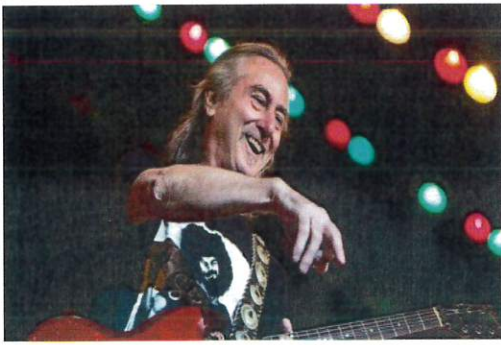
Last year Neurotic Gumbo

(<https://www.facebook.com/profile.php?id=100063953670059>)

was a *huge* hit! Folks were up and dancing to the classic rock tunes this large horn band performed. Gumbo has been playing together for many years, and have a set list of great classic rock hits. You'll hear Chicago, Santana, AC/DC, Bruce Springsteen, Motown hits...the list goes on. And the musicianship is incredible! Come enjoy a fantastic concert with this great band!

(/cotc-schedule/bmb)

JUN  
22



## Brian Maes Band Featuring Barry Goudreau (/cotc-schedule/bmb)

Wednesday, June 22, 2022

7:00 PM – 8:30 PM

265 Mammoth Road, Londonderry, NH, 03053, United States (map) (<http://maps.google.com?q=265 Mammoth Road Londonderry, NH, 03053 United States>)

The Brian Maes Band has rocked our Common for six years now... and we've loved every minute! Now, you may not know it, but Brian also performs with Barry Goudreau, the former lead guitar player for the band Boston. Brian graciously arranged for Barry to sit in with The Brian Maes Band. What a treat this is going to be! Along with Brian and his band, his incredibly talented wife MaryBeth sings like you wouldn't believe. Please join us in welcoming Barry Goudreau and The Brian Maes Band for an evening that is going to ROCK the Common - again!



## Bruce Marshall Group with James Montgomery (/cotc-schedule/bmgandjm)

Wednesday, June 29, 2022

7:00 PM – 8:30 PM

265 Mammoth Road, Londonderry, NH, 03053, United States (map) (<http://maps.google.com?q=265 Mammoth Road Londonderry, NH, 03053 United States>)

Several years ago, Bruce brought his good friend James Montgomery to our stage for an evening of blues. We still talk about that concert. This June they will be back together on the Common! James is a world renown bluesman. He has

toured with many artists, including Aerosmith, The J. Geils Band, Bonnie Raitt, Bruce Springsteen, The Allman Brothers, The Steve Miller Band, The Johnny Winter Band, The Blues Brothers (with Jim Belushi and Dan Aykroyd) and others. James' musical accomplishments are simply too numerous to list! He is the best of the best.

Bruce is an incredibly accomplished musician. We know that because this will be Bruce and his band (<https://www.brucemarshall.net>)'s tenth year at COTC! Bruce's band is right there with him in terms of musicianship. James will be singing and playing blues harmonica, while Bruce brings his clear voice and masterful guitar. Enjoy an awesome evening of Blues, R&B, Rock and Southern Boogie!



## Veronica Lewis (/cotc-schedule/veronica)

Wednesday, July 6, 2022

7:00 PM – 8:30 PM

265 Mammoth Road, Londonderry, NH, 03053, United States (map) (<http://maps.google.com?q=265 Mammoth Road Londonderry, NH, 03053 United States>)

We don't always succeed, but if we are lucky enough to find one, we like to have a "surprise" musician each season. Someone that is going to astonish and delight us! And this year we definitely "ain't unlucky", because we found a rising star with Veronica Lewis (<https://www.veronicalewis.com>). We first saw Veronica on WMUR's NH Chronicle show. She blew us away with her music and energy! She has been nominated for two 2022 Blues Music Awards - "You Ain't Unlucky" is nominated for 'Best Emerging Artist Album' and Veronica has been nominated for 'Piano Player of the Year'.

Talk about exciting! Check out her videos on Facebook ([https://www.facebook.com/veronicalewisblues/?ref=page\\_internal](https://www.facebook.com/veronicalewisblues/?ref=page_internal)) and YouTube (<https://www.youtube.com/c/VeronicaLewisBlues>). You are sure to enjoy this concert - don't miss it!

**“Veronica Lewis is one of the most promising torchbearers of American Rock n Roll” – *American Songwriter Magazine***



## What a Fool Believes - A Doobie Brothers Experience (/cotc-schedule/wafb)

Wednesday, July 13, 2022

7:00 PM – 8:30 PM

265 Mammoth Road, Londonderry, NH, 03053, United States (map) (<http://maps.google.com?q=265 Mammoth Road Londonderry, NH, 03053 United States>)

Always delivering a high-energy, high-level performance, What a Fool Believes – A Doobie Brothers Experience performs the full range of Doobie Brothers top hits, including some of the most complex and challenging songs performed for live audiences. Comprised of some of the best musicians and performers in the industry, What a Fool Believes also introduces Sean Byrne, a world-class vocalist who is no stranger to commanding the stage. What a Fool Believes - A Doobie Brothers Experience consistently delivers a remarkable show that will exceed your expectations. Head down the the Common for what will be a great evening of music!



## All Summer Long (/cotc-schedule/allsummerlong)

Wednesday, July 20, 2022

7:00 PM – 8:30 PM

265 Mammoth Road, Londonderry, NH, 03053, United States (map) (<http://maps.google.com?q=265 Mammoth Road Londonderry, NH, 03053 United States>)

ALWAYS a COTC favorite! All Summer Long (<https://www.facebook.com/allsummerlongtribute/>) is New England's premier Beach Boys tribute band. They play and sing the hits of this band note-for-note! Put on your Hawaiian shirt to get in the mood for these catchy summer tunes and join us on the Common!



JUL  
27

## Ken Yates and Brian Dunne (/cotc-schedule/kb)

Wednesday, July 27, 2022

7:00 PM – 8:30 PM

265 Mammoth Road, Londonderry, NH, 03053, United States (map) (<http://maps.google.com?q=265 Mammoth Road Londonderry, NH, 03053 United States>)

This story starts back in 2012. Some of our long-time concert goers will remember these two wonderful singer/songwriters, Ken Yates (<http://www.kenyates.com>) and Brian Dunne (<https://www.briandunnemusic.net>). They met each other attending the Berklee College of Music, and we were lucky enough to hear about them. Ken and Brian graced our stage for four summers. Then they were kind enough to play for us in our UnCommon series of concerts in 2020. We couldn't stop thinking about how great it would be to coax them back



to Londonderry again. But with Brian living in New York City, and Ken in Toronto...would they journey back? They both answered YES, and we couldn't be more excited! They are even bringing Brian's band to complete the evening.

Since they last played for us, Ken and Brian have both released multiple albums of thoughtful, heart-felt songs with beautiful melodies and arrangements. We cannot wait to hear them, once again, back together for COTC! We hope that you can join us for what is sure to be a very special evening!



## Raquel & The Wildflowers (/cotc-schedule/wildflowers)

Wednesday, August 3, 2022

7:00 PM – 8:30 PM

265 Mammoth Road, Londonderry, NH, 03053, United States (map) (<http://maps.google.com?q=265 Mammoth Road Londonderry, NH, 03053 United States>)

There's a new face in country music that has quickly grabbed the attention of music lovers across the nation; Raquel & The Wildflowers. This nationally touring energetic powerhouse blends the sound of traditional country music with a rock and roll drive. We are excited to welcome the band to Londonderry, and can't wait to hear them perform!

(/cotc-schedule/mandk2022)

AUG

10



## Martin and Kelly (/cotc-schedule/mandk2022)

Wednesday, August 10, 2022

7:00 PM – 8:30 PM

265 Mammoth Road, Londonderry, NH, 03053, United States (map) (<http://maps.google.com?q=265 Mammoth Road Londonderry, NH, 03053 United States>)

If you were lucky enough to see Martin and Kelly (<https://www.martinkellymusic.com>) perform for us last year, then you know *exactly* why they are back. Whoa - what a concert! The incredibly talented duo of Jilly Martin and Ryan Brooks Kelly have become the next must-see act from New England to Nashville. Standouts in today's crossover country music scene, Jilly & Ryan's songs bridge the boundary between traditional and new country. They've made their mark with highly-acclaimed original music and are winning over audiences each and every time they perform. Jilly and Ryan's compelling song-writing, dynamic vocal harmonies and stunning musicianship have them poised for a breakthrough in the music industry. Come join us on the Common to enjoy this great band!



## Studio Two Beatles Tribute Band (/cotc-schedule/studiotwo)

Wednesday, August 17, 2022

7:00 PM – 8:30 PM

265 Mammoth Road, Londonderry, NH, 03053, United States (map) (<http://maps.google.com?q=265 Mammoth Road Londonderry, NH, 03053 United States>)

For our Old Home Days concert, we have a real treat. The Beatles tribute band Studio Two will be performing for us! Studio Two is a headlining Beatles band that pays tribute to the early Beatles, choosing songs from their club and touring years. These are the songs that fans actually saw them play in concert!

Featuring graduates from Berklee College of Music and Beatles devotees, Studio Two band mates met in a “cellar full of noise” in a town slightly west of Liverpool (Milford, New Hampshire) to pay homage to the greatest rock band of all time.

Band members are experienced musicians of today’s generation dedicated to preserving the memory and fan culture of The Beatles generation.

By recreating the Fab Four’s music, appearance, instruments, and onstage banter, Studio Two performs your most favorite hits that will bring people to the dance floor.