



LONDONDERRY TOWN COUNCIL

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

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

Agenda
Jul 11, 2022 – 7:00 P.M.
Moose Hill Council Chambers

A. CALL TO ORDER

B. PUBLIC COMMENT

C. PUBLIC HEARING

1. Ordinance #2022- 06 – An Amendment to Title IV, Public Health, Safety and Welfare, Chapter VIII, Animal Control
(Sherry Farrell, Town Clerk; Michael Malaguti, Town Manager)
2. Lithia Springs Conservation Transaction
(Michael Malaguti, Town Manager; Mike Speltz Conservation Commission)

D. NEW BUSINESS

E. OLD BUSINESS

1. Follow Up on Strategic Goals Discussion
(Michael Malaguti, Town Manager; Lisa Drabik, Assistant Town Manager)
2. Town's Acquisition of Bodwell Waste Services Corporation's Infrastructure
(Michael Malaguti, Town Manager)
3. Discussion of Meeting Location and Recording Practices for Town Boards

F. APPROVAL OF MINUTES

June 20, 2022 Town Council Minutes

G. APPOINTMENTS/REAPPOINTMENTS

1. Interview of Lee Jeffers for the Heritage Commission
2. Reappointment of Art Rugg as a Member on SNHPC
3. Reappointment of Deb Lievens as a Member on SNHPC

H. OTHER BUSINESS

1. Liaison Reports
2. Town Manager Report
 - A. Community Power Coalition (Aggregation) Update
 - B. Senior Resources Expo
3. Assistant Town Manager Report
 - A. Drought Update

I. ADJOURNMENT

J. MEETING SCHEDULE

1. Town Council Meeting 08/15/2022
Moose Hill Council Chambers, 7:00 P.M.

LEGAL NOTICE

The Londonderry Town Council will hold the following PUBLIC HEARINGS:

Ordinance #2022-06 – An Amendment to Title IV, Public Health, Safety and Welfare, Chapter VIII, Animal Control

And

The Lithia Springs Conservation Transaction

The public hearings will occur on Monday, July 11, 2022 at 7:00 PM at the Londonderry Town Hall, 268B Mammoth Road, Londonderry, NH 03053.

Londonderry Town Council

Introduced: 06/06/2022
Public Hearing: 07/11/2022
Adopted: 07/11/2022

ORDINANCE 2022-06
***AN AMENDMENT TO TITLE IV, PUBLIC HEALTH,
SAFETY AND WELFARE, CHAPTER VIII, ANIMAL
CONTROL***

WHEREAS the Town of Londonderry has previously established an Animal Control Ordinance to promote the general health and welfare of the citizens and animals residing in the Town of Londonderry; and

WHEREAS animal ownership is encouraged and welcomed within the Town, and strong emphasis is placed on the responsible ownership of all animals to ensure all animals are properly registered, cared for, and properly trained or controlled to prevent any animal from creating a nuisance; and,

WHEREAS the Town would like to amend its Animal Control Ordinance in order to establish a requirement for dog control which is more restrictive than that set forth in NH RSA 466 and less restrictive than a full leash law.

NOW THEREFORE BE IT ORDAINED by the Town Council of the Town of Londonderry that its Animal Control Ordinance in Title IV, Public Health, Safety and Welfare, Chapter VIII, Animal Control, is amended per the attached with the changes to become effective upon passage by the Town Council.

John Farrell, Chairman
Londonderry Town Council

A TRUE COPY ATTEST:

Sherry Farrell - Town Clerk
07/11/2022

Town Seal

CHAPTER VIII - ANIMAL CONTROL

PURPOSE:

The Town of Londonderry (“Town”) has established this Animal Control Ordinance (“Ordinance”) to promote the general health and welfare of the citizens and animals residing within the Town. Animal ownership is encouraged and welcomed within in Londonderry. However, strong emphasis is placed on responsible ownership of all animals. Animal owners are encouraged to respect the rights of their fellow citizens and their animals. The responsibility is placed upon animal owners to ensure all animals are properly registered, cared for, and properly trained or controlled to prevent any animal from creating a nuisance.

It is recognized that a requirement for all dogs to be leashed is unnecessary in Town. However, in view of several of unfortunate incidents, the Town adopts this amended Ordinance, which is intended to establish a requirement for dog control which is more restrictive than that set forth in RSA 466, and less restrictive than a full “leash law.” The Town Council intends that the provisions of RSA 466 shall remain available as an alternative remedy to this Ordinance.

SECTION I DEFINITIONS

- A. “Dog” shall mean both male and female, altered or not.
- B. “Owner” shall mean any person owning, keeping, harboring, or otherwise assuming the care and control of a dog.
- C. “At large” is defined as a dog that is off the premises of the owner or keeper and not under the direct control of any person.
- D. “Service dog” is a type of assistance dog specifically trained to help people who have disabilities, such as visual impairment, hearing impairments, mental illnesses (such as but not limited to posttraumatic stress disorder (PTSD)), seizure disorders, mobility impairment, and diabetes.
- E. “Leashed” shall mean any physical restraint that securely connects the owner to the animal that allows for the owner to have physical control of the animal.
- F. “Mandatory Leash Area” shall mean an area where animals must be “leashed.” These areas shall include the area known as the “Rail-Trail,” Londonderry Town Common, the “Town Forest” (referring to the forested area adjacent to the Town Common), and such additional areas as may be designated from time to time as Mandatory Leash Areas by the Londonderry Town Council.

SECTION II RUNNING AT LARGE

- A. It shall be unlawful for an owner of any dog licensed or unlicensed to permit such dog to run at large.

Title IV - Public Health, Safety and Welfare

Rev. July , 2022

- B. There shall be a rebuttable presumption that a dog outside the direct sight of its owner is “at large” when injury to another leashed dog or person results from such an interaction.
- C. With the exception of service dogs and dogs securely confined in a vehicle, no dogs shall be permitted within the confines of any cemetery owned and managed by the Town of Londonderry.
- D. No dog shall be unleashed in a Mandatory Leash Area.

SECTION III DOG FOULING PROHIBITION

It shall be unlawful for any person owning, possessing, or controlling a dog on street, park, parkway, cemetery, town forest, trail-way or other public place in the Town of Londonderry, any public street, sidewalk or right-of-way adjacent to a public place, or on any private property neither owned nor occupied by said person to fail to remove and dispose of any feces left by the dog in or on such public or private property.

SECTION IV ENFORCEMENT

The Londonderry Animal Control Officer and/or the Londonderry Police Department may seize, impound or restrain any dog running at large and deliver said dog to an authorized boarding shelter for dogs. Such dogs shall be handled pursuant to applicable law.

SECTION V IMPOUNDING

It shall be the duty of the Animal Control Officer to apprehend any dog found running at large, as defined or running at large without a collar and valid license tag. Any injury or death of the animal caused in the effort of its apprehension shall be the responsibility of the owner and no liability shall be found with the Animal Control Officer or the Town of Londonderry. The Animal Control Officer shall have the responsibility to investigate violations of this Chapter and take enforcement action as required.

SECTION VI METHOD OF CONFINEMENT

The Town Council, with the assistance and cooperation of the Animal Control Officer, shall select a suitable place of confinement for impounded dogs. A suitable place of confinement shall include good food and care. The ACO currently utilizes the dog pound located at the Police Department as a primary location for animal confinement.

SECTION VII NOTICE TO OWNERS, REDEMPTION

- A. If the dog has upon it the name or address of the owner or such name or address is otherwise known or obtainable, then the Police Department or the Animal Control Officer shall attempt to notify the owner within twenty-four (24) hours after seizure of the dog.

- B. Notice of impoundment shall be made by any reasonable manner. If contact is not made by telephone or in person, a writing by registered mail shall be sent with a return receipt requested.
- C. If the dog impounded does not have the name or address of the owner, and if the owner is not otherwise known, then no notice shall be necessary.
- D. The owner of any dog so impounded may reclaim the dog upon payment of the sum of up to thirty dollars (\$30) for the first twenty four hour (24 hr.) period or any part thereof that the dog is held and up to thirty dollars (\$30) for each twenty four hour (24 hr.) period or any part thereof that the dog is held thereafter; provided, however, that before release to any person, if the dog is not licensed, a license as required by the Town shall be secured. Any and all reasonable ancillary costs associated with boarding and maintaining the animal's health, including but not limited to all veterinary expenses, shall be the sole responsibility of the owner.

SECTION VIII FEES

The sum collected pursuant to the provisions of the Ordinance shall be accounted for and paid over to the Londonderry Town Clerk.

SECTION IX DISPOSITION OF UNCLAIMED DOGS

- A. Any properly collared and tagged dog which has been impounded and has not been redeemed by the owner shall be put up for adoption or turned over to the nearest Animal Rescue League/ animal shelter, provided that any such dog shall be held for at least ten (10) days after impounding.
- B. In those cases where it is required that notice be given to the owner, the ten (10) days shall commence from the date the owner is notified.
- C. In the event the Animal Rescue League/ animal shelter is unwilling or unable to accept custody of the dog, the dog shall be disposed of as directed by the Town Manager.
- D. Any uncollared, untagged dog whose owner cannot be identified shall be held for a minimum of ten (10) days and after such time, if the owner cannot be determined, the dog shall be put up for adoption, turned over to the nearest Animal Rescue League/ animal shelter, or disposed of in the manner prescribed by the Town Manager.

SECTION X DOG OFFICER APPOINTED

- A. The Chief of Police shall appoint an Animal Control Officer and determine the amount of his pay.

- B. It shall be the duty of the Animal Control Officer to enforce the provisions of this Ordinance and perform such other duties in respect thereto as the Chief of Police shall determine.

SECTION XI VIOLATION AND PENALTIES

A person who violates any provision of this Chapter shall be guilty of a violation. In addition to impounding a dog found at large the Londonderry Animal Control officer and/or Londonderry Police Department may issue the owner of any dog or animal a Conditional Court Summons for any violation of this ordinance. Nothing contained herein shall prevent the Animal Control Officer, in his or her discretion, from enforcing a violation of this Ordinance in Circuit Court as a "town ordinance violation."

Any notice of violation by Conditional Court Summons issued shall require payment to the Town Clerk, within seven (7) business days from the date of issue. If the forfeiture is paid, said payment shall be in full satisfaction of the assessed penalty.

The forfeiture shall be in the amount as specified for the following violations: **(These fine amounts are separate from the \$30 daily storage fee for a dog held at the LPD dog pound.)**

Unlicensed Dog - RSA 466:1 and Nuisance - RSA 466: 31 (a-d)

- A. \$25 for the first offense;
- B. \$100 for the second offense committed within twelve months (12) months of the first offense.

Menace – RSA 466:31 II (e-f)

- A. \$50 for the first offense;
- B. \$200 for the second offense committed within twelve (12) months of the first offense.

Vicious Offenses – RSA 466:31 II(g)

- A. \$100 for the first offense;
- B. \$400 for the second offense committed within twelve (12) months of the first offense;
- C. \$800 for third vicious offense committed within twelve (12) months of the first offense;
- D. Any other offense shall be punishable by a fine of up to one thousand dollars (\$1000.00).

If such penalty is not paid to the Londonderry Town Clerk within the time limitation specified, a summons shall be issued for appearance in 10th Circuit Court – District

Division – Derry, and any person found guilty of violating the provisions of this section shall be guilty of a violation.

~~End of Chapter~~

CHAPTER VIII - ANIMAL CONTROL

PURPOSE:

The Town of Londonderry ("Town") has established this Animal Control Ordinance ("Ordinance") to promote the general health and welfare of the citizens and animals residing within the Town. Animal ownership is encouraged and welcomed within in Londonderry, this Town; however, strong emphasis is placed on responsible ownership of all animals. Animal owners are encouraged to respect the rights of their fellow citizens and their animals. The responsibility is placed upon animal owners to ensure all animals are properly registered, cared for, and properly trained or controlled in order to prevent any animal from creating a nuisance.

It is recognized that a requirement for all dogs to be leashed is unnecessary in Town. However, in view of several of unfortunate incidents, the Town adopts this Ordinance, which is intended to establish a requirement for dog control which is more restrictive than that set forth in RSA 466, and less restrictive than a full "leash law." The Town Council intends that the provisions of RSA 466 shall remain available as an alternative remedy to this Ordinance.

SECTION I DEFINITIONS

- A. ~~"Dog" shall mean both male and female, altered or not.~~
- B. ~~"Controlled" shall mean the proper care and control of an animal by its owner to prevent an animal from becoming a nuisance or menace.~~
- C. ~~C. "Owner" shall mean any person owning, keeping, harboring, or otherwise assuming the care and control of a dog.~~
- D. ~~"Running at Large" is defined as an animal that is off of the premises of its owner and not under control so as to prevent the animal from becoming a nuisance. This shall not apply to an animal that is under the control of its owner while actively engaged in licensed/privileged hunting, herding, an exhibition, or training for any aforementioned activities.~~
- A. "Dog" shall mean both male and female, altered or not.
- B. "Owner" shall mean any person owning, keeping, harboring, or otherwise assuming the care and control of a dog.
- C. "At large" is defined as a dog that is off the premises of the owner or keeper and not under the direct control of any person.
- D. E. "Service dog" is a type of assistance dog specifically trained to help people who have disabilities, such as visual impairment, hearing impairments, mental illnesses (such as but not limited to posttraumatic stress disorder (PTSD)), seizure disorders, mobility impairment, and diabetes.

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Title IV - Public Health, Safety and Welfare Rev. ~~May 2, 2016~~ July 2022

~~E.~~ F. —“Leashed” shall mean any physical restraint that securely connects the owner to the animal that allows for the owner to have physical control of the animal.

~~F.~~ F. —“Mandatory Leash Area” shall mean an area where animals must be “leashed.” These areas shall include the area known as the “Rail-Trail,” Londonderry Town Common, ~~and~~ the “Town Forest” (referring to the forested area adjacent to the Town Common), and such additional areas as may be designated from time to time as Mandatory Leash Areas by the Londonderry Town Council.

~~SECTION II~~ ——— ~~LICENSING AND REGISTRATION~~

- ~~A.~~ — All dogs kept, harbored or maintained by their owners in the Town shall be licensed and registered as specified in RSA 466 and as it may be amended, of the State of New Hampshire.
- ~~B.~~ — Any owner found to be keeping, harboring or maintaining an unlicensed dog shall be required to license the dog at the office of the Town Clerk within ten (10) days of notice and at the time of registration, and pay to the Town an additional fee of ten dollars (\$10).
- ~~C.~~ — Failure to register the dog and pay the fee shall require the person to be summonsed to court for the violation of RSA 466 and to receive the punishment thereof.

~~SECTION III~~ ~~RUNNING AT LARGE~~

- ~~A.~~ — The Town Council shall provide for the enforcement of NH RSA 466 and take such steps as they may deem necessary to ensure compliance with its provisions by residents of the Town.
- ~~B.~~ In accordance with the provisions of NH RSA 466:30-A, it shall be unlawful for an owner of any dog licensed or unlicensed to permit such the dog to run at large, ~~except when accompanied by the owner or custodian (a 4th person — custodian) and/or when used for hunting, herding, supervised competition and exhibition or training for such.~~
- ~~B.~~ C. — There shall be a rebuttable presumption that a dog outside the direct sight of its owner is “at large” when injury to another leashed dog or person results from such an interaction.
- ~~C.~~ With the exception of service dogs and or if the dogs is securely confined in a vehicle, no dogs shall be permitted within the confines of any cemetery owned and managed by the Town of Londonderry.
- ~~D.~~ No dog shall be unleashed in a Mandatory Leash Area.

Title IV - Public Health, Safety and Welfare Rev. ~~May 2, 2016~~ July 2022

SECTION ~~III~~IV DOG FOULING PROHIBITION

It shall be unlawful for any person owning, possessing, or controlling a dog on street, park, parkway, cemetery, town forest, trail-way or other public place in the Town of Londonderry, any public street, sidewalk or right-of-way adjacent to a public place, or on any private property neither owned nor occupied by said person to fail to remove and dispose of any feces left by the dog in or on such public or private property.

~~SECTION V NOISE REGULATION~~

~~It shall be unlawful to keep any dog that barks for a sustained period of 30 minutes or more, or during the night so as to disturb the peace and quiet of the neighborhood or area.~~

SECTION ~~IV~~IV ENFORCEMENT

The Londonderry Animal Control Officer and/or the Londonderry Police Department may seize, impound or restrain any dog running at large and deliver said dog to an authorized boarding shelter for dogs. Such dogs shall be handled pursuant to applicable laws.

SECTION ~~VII~~VI IMPOUNDING

It shall be the duty of the Animal Control Officer to apprehend any dog found running at large, as defined or running at large without a collar and valid license tag. Any injury or death of the animal caused in the effort of its apprehension shall be the responsibility of the owner and no liability shall be found with the Animal Control Officer or the Town of Londonderry. The Animal Control Officer shall have the responsibility to investigate violations of this Chapter and take enforcement action as required.

SECTION ~~VIII~~VII METHOD OF CONFINEMENT

The Town Council, with the assistance and cooperation of the Animal Control Officer, shall select a suitable place of confinement for impounded dogs. A suitable place of confinement shall include good food and care. The ACO currently utilizes the dog pound located at the Police Department as a primary location for animal confinement.

SECTION ~~VIII~~VIIX NOTICE TO OWNERS, REDEMPTION

- A. If the dog has upon it the name or address of the owner or such name or address is otherwise known or obtainable, then the Police Department or the Animal Control Officer shall attempt to notify the owner within twenty-four (24) hours after seizure of the dog.

Title IV - Public Health, Safety and Welfare Rev. ~~May 2, 2016~~ July 2022

- B. Notice of impoundment shall be made by any reasonable manner. If contact is not made by telephone or in person, a writing by registered mail shall be sent with a return receipt requested.
- C. If the dog impounded does not have the name or address of the owner, and if the owner is not otherwise known, then no notice shall be necessary.
- D. The owner of any dog so impounded may reclaim the dog upon payment of the sum of up to thirty dollars (\$30) for the first twenty four hour (24 hr.) period or any part thereof that the dog is held and up to thirty dollars (\$30) for each twenty four hour (24 hr.) period or any part thereof that the dog is held thereafter; provided, however, that before release to any person, if the dog is not licensed, a license as required by the Town shall be secured. Any and all reasonable ancillary costs associated with boarding and maintaining the animal's health, including but not limited to all veterinary expenses, shall be the sole responsibility of the owner.

SECTION IX FEES

The sum collected pursuant to the provisions of the Ordinance shall be accounted for and paid over to the Londonderry Town Clerk.

SECTION XI DISPOSITION OF UNCLAIMED DOGS

- A. Any properly collared and tagged dog which has been impounded and has not been redeemed by the owner shall be put up for adoption or turned over to the nearest Animal Rescue League/ animal shelter, provided that any such dog shall be held for at least ten (10) days after impounding.
- B. In those cases where it is required that notice be given to the owner, the ten (10) days shall commence from the date the owner is notified.
- C. In the event the Animal Rescue League/ animal shelter is unwilling or unable to accept custody of the dog, the dog shall be disposed of as directed by the Town Manager.
- D. Any uncollared, untagged dog whose owner cannot be identified shall be held for a minimum of ten (10) days and after such time, if the owner cannot be determined, the dog shall be put up for adoption, turned over to the nearest Animal Rescue League/ animal shelter, or disposed of in the manner prescribed by the Town Manager.

SECTION XII DOG OFFICER APPOINTED

Title IV - Public Health, Safety and Welfare Rev. ~~May 2, 2016~~ July 2022

A. The ~~Chief of Police~~ Town Manager shall appoint an Animal Control Officer and ~~shall~~ determine the amount of his pay.

~~B. The Officer shall be selected from candidates having knowledge of animals and their care.~~

~~C.~~ B. It shall be the duty of the Animal Control Officer to enforce the provisions of this Ordinance and perform such other duties in respect thereto as the Chief of Police ~~Town Manager~~ shall determine.

~~D. The Animal Control Officer shall be considered an employee of the Police Department and shall be supervised by the Chief of Police or his designee.~~

SECTION XIII VIOLATION AND PENALTIES

A person who violates any provision of this Chapter shall be guilty of a violation. In addition to impounding a dog found at large the Londonderry Animal Control officer and/or Londonderry Police Department may issue the owner of any dog or animal a Conditional Court Summons for any violation of this ordinance. Nothing contained herein shall prevent the Animal Control Officer, in his or her discretion, from enforcing a violation of this Ordinance in Circuit Court as a "town ordinance violation."

Any notice of violation by Conditional Court Summons issued shall require payment to the Town Clerk, within seven (7) business days from the date of issue. —If the forfeiture is paid, said payment shall be in full satisfaction of the assessed penalty.

The forfeiture shall be in the amount as specified for the following violations: **(These fine amounts are separate from the \$30 daily storage fee for a dog held at the LPD dog pound.)**

Unlicensed Dog - RSA 466:1 and Nuisance - RSA 466: 31 (a-d)

~~A.~~ A. \$25 for the first offense;

~~B.~~ B. \$100 for the second offense committed within twelve months (12) months of the first offense.;

~~B.~~

Menace – RSA 466:31 II (e-f)

A. \$50 for the first offense;

B. \$200 for the second offense committed within twelve (12) months of the first offense.;

Title IV - Public Health, Safety and Welfare Rev. ~~May 2, 2016~~ July,
2022

Vicious Offenses – RSA 466:31 II(g)

- A. \$100 for the first offense;
- ~~B.~~ \$400 for the second offense committed within twelve (12) months of the first offense;
- ~~B.~~
- ~~C.~~ \$800 for third vicious offense committed within twelve (12) months of the first offense;
- ~~C.~~
- ~~C.D.~~ Any other offense shall be punishable by a fine of up to one thousand dollars (\$1000.00).

~~Any person who pays a civil forfeiture specified above in any 12-month period according to the records of the town or Town clerk, may not pay a civil forfeiture for fourth or subsequent violations of RSA 466:31 in that 12-month period, but shall have those cases disposed of in district or municipal court.~~

~~If in the event that~~ such penalty is not paid to the Londonderry Town Clerk within the time limitation specified, a summons shall be issued for appearance in 10th Circuit Court – District Division – ~~Derry-District Court~~, and any person found guilty of violating the provisions of this section shall be guilty of a violation.

~~End of Chapter~~

PURCHASE AND SALE AGREEMENT

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

1. Property

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

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

To the extent a certain directional sign for Elwood Orchards located at the intersection of NH Route 102 and High Range Road is situated on the Property, the Buyer shall grant a license to Seller or Seller's nominee for such sign to remain in its present location. This provision shall survive the closing and is intended to benefit Wayne Elwood and his successors-in-title with respect to the property at ³⁵ Elwood Road (Elwood Orchards). Except with respect to this provision, and subject to ³¹ paragraph 16, this Agreement is not intended to benefit any third party.

pms wce, ph

2. Purchase Price

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

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

3. Closing

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

4. Transfer of Title

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

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

5. Closing Certifications and Documents

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

6. Contingencies

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

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

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

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

7. Closing Costs

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

8. Real Estate Broker

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

9. Title

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

10. No Waste

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

11. Other Disclosures

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

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

12. Default

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

13. Attorneys

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

14. Condition of Property

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

15. Backup Offers

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

16. Assignment

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

17. Effect of Agreement

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

18. Venue

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

SELLER

Wayland C. Elwood

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

Date: 5/24/22

Pamela Hills

PAMELA HILLS

Date: 5/23/22

Ronald Lawrence

RONALD LAWRENCE

Date: May 13, 2022

Victoria Eichhorn



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

BUYER

TOWN OF LONDONDERRY

Michael Malaguti

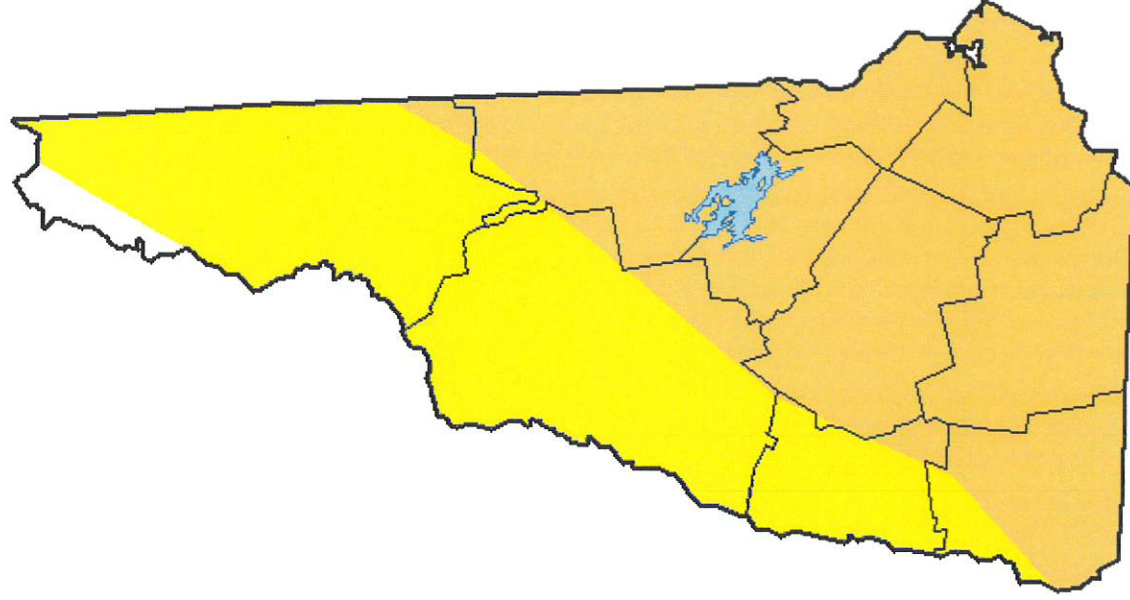
Michael Malaguti, Town Manager

Date: 5/31/2022




U.S. Drought Monitor New Hampshire

July 5, 2022

(Released Thursday, Jul. 7, 2022)
Valid 8 a.m. EDT



Intensity:

-  None
-  D0 Abnormally Dry
-  D1 Moderate Drought
-  D2 Severe Drought
-  D3 Extreme Drought
-  D4 Exceptional Drought

The Drought Monitor focuses on broad-scale conditions. Local conditions may vary. For more information on the Drought Monitor, go to <https://droughtmonitor.unl.edu/About.aspx>

Author:

Brad Pugh
CPC/NOAA



droughtmonitor.unl.edu

ORDINANCE 2020 - 03

Ordinance Restricting Outdoor Lawn Watering

First Reading: July 13, 2020
Second Reading/Public Hearing: August 31, 2020
Adopted: August 31, 2020

SECTION I: PURPOSE AND AUTHORITY

Pursuant to RSA 41:11-d, the Town Council adopts this Ordinance in order to protect public health and safety by restricting the use of water from private wells and public water systems for outdoor lawn watering (including residential and commercial properties) during a state or federally declared drought.

SECTION II: APPLICABILITY

This Ordinance shall apply to all outdoor lawn watering within the Town of Londonderry immediately after the public notice period described in Section V when the executive or administrative agencies of the state or federal government have designated the region as being under a declared state or condition of drought.

SECTION III: DEFINITIONS

A. Drought: A sustained and regionally extensive occurrence of appreciably below average natural water availability in the form of precipitation, stream flow or groundwater. The following resources are among those used by the Town of Londonderry to determine the existence of a drought condition: (i) the New Hampshire Drought Management Team as designated by the New Hampshire Drought Management Plan and the U.S. Drought Monitor; and/or (ii) State of Emergency Declaration by the Governor's Office.

B. Lawn Watering: The application of water to decorative grass at a property. The grass playing turf of a recreational field, the grass playing surfaces of a golf course, or grass agricultural fields, including fields used for the production of sod, may be excluded by the Council from the restrictions set forth in Section IV, below.

SECTION IV: RESTRICTIONS UNDER DROUGHT CONDITIONS

The following limits to lawn watering will apply under drought conditions. Upon receiving notice that Londonderry is under a declared state of Drought as defined in Section III A., the Town Manager or his designee may impose one the following levels of watering restrictions after the mandatory notice period specified in Section V, and such restrictions shall remain in place until the next Town Council meeting, at which time the

Town Council may continue, amend or terminate the drought restrictions imposed by the Town Manager or his designee:

A. Level 1 restriction:

- i. Lawn watering by odd numbered addresses is allowed on odd numbered days.
- ii. Lawn watering by even numbered addresses is allowed on even numbered days.
- iii. Lawn watering shall not occur between the hours of 8AM and 7PM.

B. Level 2 restriction::

- i. Lawn watering by odd numbered addresses is allowed on Mondays and Thursdays.
- ii. Lawn watering by even numbered addresses is allowed on Tuesdays and Fridays.
- iii. Lawn watering shall not occur between the hours of 8AM and 7PM.

C. Level 3 restriction:

- i. Lawn watering is prohibited.

The authority of the Town Manager or his designee to temporarily impose a watering restriction shall not extend past the Town Council meeting immediately following such imposition of a watering restriction.

SECTION V: PUBLIC NOTIFICATION OF WATER USE RESTRICTIONS

Notification of any intention to restrict water use and the requirements associated with Section IV shall be given at least three calendar days before implementation. Notice of the regulations shall be posted in a paper of general circulation and shall be posted in at least two public places.

SECTION VI: TERMINATION OF WATER USE RESTRICTIONS

Public notification of termination of water use restrictions shall be given in accordance with Section V,

SECTION VII: ENFORCEMENT

Any sworn officer of the Londonderry Police Department is hereby granted the authority to initiate any enforcement action against any violation of the provisions of this Ordinance.

SECTION VIII: PENALTIES

Any property owner failing to comply with the restrictions imposed pursuant to this Ordinance shall be deemed to be in violation and subject to penalties pursuant to RSA 651:2. Violations shall be cumulative within a given calendar year, and shall reset at the end of a calendar year (i.e., the first violation at the start of a calendar year shall be deemed to be a first violation, notwithstanding the prior calendar year's history of violations, if any). Note that a property owner shall be deemed to be in compliance with

Level 1 restrictions if the owner's outdoor lawn watering complies with the more restrictive parameters of the Level 2 restrictions.

- First violation: Warning
- Second violation: \$200 fine
- Additional violations: \$1,000 fine.

SECTION IX: SEVERABILITY

If any section, provision, or phrase of this Ordinance shall be held to be invalid or unconstitutional by any court of competent authority, such holding shall not affect, impair or invalidate any other section, provision, or phrase of this Ordinance.

SECTION X: WAIVERS AND APPEALS

Waivers of this Ordinance may be granted by a majority vote of the Town Council for good cause shown. Upon request of a property owner, the Town Council shall hear appeals to any penalties assessed against that owner, subject to a 30-day limit within which to file an appeal with the Town Council.

SECTION XI: AMENDMENTS

This Ordinance may, from time to time, be amended by a majority vote of the Town Council at a regularly scheduled Town Council meeting, provided notice of said meeting has been duly posted at least seven (7) business days in advance of same.

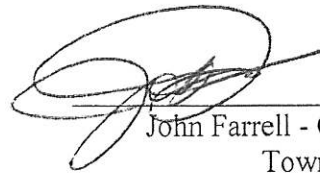
SECTION XII: EFFECTIVE DATE

This Ordinance shall take effect immediately upon adoption by the Town Council.

Adopted this 31 day of August, 2020.



Sharon Farrell - Town Clerk



John Farrell - Chairman
Town Council
(TOWN SEAL)

A TRUE COPY ATTEST:





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 – July 11, 2022

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

1. Community Events, Contacts, and Economic Development. I met with a resident concerned with the accessibility of Town facilities. I had six meetings with real estate developers about potential or pending projects in Town. I corresponded with the NH Division of Economic Development concerning an exciting potential project in Town. I continued to work with Town Staff and third parties intensively on sewer infrastructure improvements in south Londonderry. I spoke and corresponded with the Town Manager of a nearby town about their negotiations with Waste Management over inflationary cost increases. I corresponded with the Greater Derry/Londonderry Chamber of Commerce. I participated in our annual employee appreciation cookout.

I took a site walk and met multiple times with a set of business owners who requested my assistance in resolving an enforcement issue. I had great meeting with Jeff Rapsis, Executive Director at the Aviation Museum of New Hampshire. He and his staff spent several hours educating me on one of Londonderry's crown jewels, which is just off the tarmac at Manchester Boston Regional Airport, and has so much to offer. I encourage everyone to check it out. I met with Ann Chiampa who together with David Ellis is working on a historical component to Old Home Day.

I corresponded with several people about campaign signs and reserving Town facilities. I continued to work with DES to move our possible water infrastructure upgrades forward. I corresponded with the City Manager in Lebanon and his staff about community

power aggregation. I spoke with the EPA about the Auburn Road superfund site. I discussed the Stonehenge/Route 28 intersection project with DOT staff. A public informational session is planned for August 18, 2022.

2. *Town Security Issues.* The Deputy Police Chief and I had a productive meeting with the Interim Superintendent and his staff about school security. With the assistance of the Deputy Chief, I continued my effort to improve the security of the Town Hall complex.

3. *Personnel Matters.* Chief of Police William Ryan Hart, Jr., notified me of his retirement effective August 5, 2022. Suzanne Roy, Fire Department Executive Assistant, is retiring after 38 years of service to the Town.

Our new Town Planner, Kellie Walsh, starts work on July 21, 2022. A big shout out to Laura Gandia, Associate Planner, Amy Kizak, GIS Manager/Comprehensive Planner, and Beth Morrison, Land Use Assistant, for “keeping the trains running” following the departure of Kellie’s predecessor, Colleen Mailloux. I assisted the Code Enforcement office with several matters, and with securing legal advice.

4. *Cost Increases.* Manchester Water Works is the latest vendor to notify the Town of significant cost increases. Information is enclosed in the Read File below. We continue to negotiate with Waste Management over their request for an “inflationary” cost increase.

5. *FY 2022 Closeout.* Thanks to the “soft” budget freeze I instituted in March, and the Finance Director and department heads’ careful budgetary management, the Town ended the fiscal year with a surplus of at least \$1 million. Continued or even more aggressive fiscal practices are important as we enter a period of significant uncertainty.

6. *Water/PFAS.* The Town has offered to host a pickup location for Monadnock bottled water for those receiving it through the Saint Gobain consent decree. The Governor and Executive Council approved the Town’s strategic planning grant request, which will fund a cost of service study to determine the feasibility of a Town-owned water system. We have communicated with DES about presenting a significant water infrastructure project to the voters in March.

7. *Senior Resources.* Per Vice Chairman Green’s suggestion, we are working on updating the Senior Resource Committee website, to include additional resources for seniors who might require assistance paying their taxes. In cooperation with the Police Department, Town Council Liaison, and Senior Resource Committee, we are planning a Senior Resources Expo in the fall.

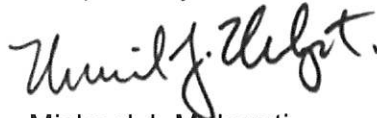
8. *Lancaster Drive Water Line Project.* After many months working through legal and logistical issues, the Lancaster Drive water line extension is underway.

9. **Lion's Hall.** I met with David Steinhauer, President of the Lions. We continued to work productively on several issues (see Read File).

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

- Campaign Signs Press Release (01)
- Hart Resignation (02)
- Eversource Cost Increase (03-04)
- MWW Rate Increase (05-06)
- Executive Councilor Stevens' Report (07-20)
- Lions Update (21)
- Nevins Letter (22-23)

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Michael J. Malaguti". The signature is written in a cursive, flowing style.

Michael J. Malaguti
Town Manager



Town of Londonderry, New Hampshire

John Farrell, Town Council Chair
Michael Malaguti, Town Manager

June 30, 2022

**FOR IMMEDIATE RELEASE
REGARDING CAMPAIGN SIGNS ON TOWN PROPERTY**

With state and federal primary campaigns underway, questions have continued to arise concerning the Town's practice for campaign signs on Town property. The Town of Londonderry has the legal right to remove campaign signage from public property, including Town rights-of-way. That right has been, and will continue to be, exercised sparingly. It is the Town's policy to remove campaign signage from rights-of-way only if necessary for traffic safety. Campaign signage is not generally allowed on Town property such as the Town Common, Town Hall complex, fire stations, conservation land, and cemeteries.

For years, campaign signs have been a regular fixture on the parcel of property across from the Matthew Thornton School, which was formerly owned by Moose Hill Orchards. When the Town acquired that parcel last year, it continued to allow campaign signage there, and intends to continue that practice. The Town does not select which candidates' signs are permitted here and will remain neutral.

There is no law stating how early signage can be placed, but the Town believes it is sensible to permit campaign signage once the filing period has opened, if otherwise permitted under the above requirements. Campaign signage must be removed no later than the second Friday following the election, unless the election is a primary and the signage concerns the winner of the primary. In that case, the candidate prevailing in the primary may leave his or her signs up until the second Friday following the general election.

Town maintenance or law enforcement personnel are authorized to remove signage that violates these requirements. Any signs removed prior to election day will be kept until one week after the election and may be retrieved by the candidate at the Town Manager's office.



CHIEF OF POLICE
WILLIAM RYAN HART, JR.

DEPUTY CHIEF
KIM A. BERNARD - OPERATIONS

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

John Farrell, Chairman
Town Council
Town Of Londonderry
268B Mammoth Road
Londonderry, NH 03053

Michael Malaguti, Town Manager
Town of Londonderry
268B Mammoth Road
Londonderry, NH 03053

Gentlemen:

I write to advise you that it is my intention to resign as Chief of Police here in Londonderry and retire from the Londonderry Police Department. My final day in office will be August 5, 2022.

My experience from my start as a Prosecutor/Legal Advisor on July 1, 1992, through these last weeks has been truly a gift. I have been enriched in every way by serving the community of Londonderry and have been lucky to be called to lead the Department. While it has changed dramatically and obviously from the small agricultural town of thirty years ago, so much of its hospitality and welcoming attitude remains. Life is good here in Londonderry.

Thank you both for the opportunity to serve and do it in a job where I hope that by my actions and choices, I left the Department better than when it was entrusted to me to lead.

Best regards,

William Ryan Hart, Jr., Chief of Police
Londonderry, NH

cc: Londonderry PD

Michael Malaguti

From: Celentano, Catalina J <catalina.celentano@eversource.com>
Sent: Monday, June 27, 2022 9:43 AM
Subject: Eversource New Hampshire Electric Rate Update

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

Good morning. I am sending the communication below on behalf of David Creer who is on vacation this week. Thank you.

Dear Community Leader,

As you may already be aware, on **August 1**, New Hampshire electric customers will see an unprecedented increase in the supply portion of their bill, which will be more than double last August's supply rate. The energy supply rate is a pass-through cost to customers with no profit to Eversource. *The Energy Service rate does not apply to customers on competitive supply or municipal aggregation.*

This anticipated significant rate increase is due to record-high natural gas prices and the global economy. Natural gas is the primary fuel for generating electricity in the region. Given world events, we could see continued volatility in energy supply prices for the foreseeable future.

We recognize the significant financial burden these rate adjustments will place on customers who are already facing higher prices for goods and services.

Governor Sununu, in collaboration with the NH legislative leadership and the Department of Energy, have proposed several financial relief initiatives. Eversource is working closely with regulators and state officials to implement these efforts, and to develop expanded payment and assistance options. More details about these initiatives will be available in the coming days ahead.

Even with these mitigation efforts, we encourage customers to carefully manage their energy use this summer and to shop and compare energy supply prices with energy suppliers. A list of registered energy suppliers can be found on the [NH Dept. Of Energy](#) website.

Visit [Eversource.com/home-savings](https://www.eversource.com/home-savings) for immediate actions customers can take to save money and energy.

We also offer a range of [payment programs](#). These include:

- **Extended Payment Plans**, to help customers pay off a balance over a period of time and prevent service interruption.
- **Budget Billing**, to help avoid seasonal bill spikes with a fixed payment amount each month based on average annual usage.
- **Discount Rate**, for customers with a household income that meets eligibility requirements.
- **New Start Program**, which may eliminate portions of an overdue balance in as little as 12 months with on-time payments.

We will provide additional details on the relief initiatives and expanded payment options as soon as they become available. Please contact me if you have any questions.

Thanks,
Catalina

Catalina J. Celentano
Senior Specialist, Community Relations and Economic Development
New Hampshire - Northern Region

64 Business Park Drive | Tilton, NH 03276
603-266-1358 | catalina.celentano@eversource.com
Cell 603-770-6765

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MANCHESTER WATER WORKS

281 LINCOLN STREET • MANCHESTER, NEW HAMPSHIRE 03103 • (603) 624-6494



BOARD OF WATER COMMISSIONERS

DANIELLE YORK
President

HAROLD SULLIVAN
Clerk

Ex Officio
HON. JOYCE CRAIG
Mayor

PHILIP W. CROASDALE
Director

June 27, 2022

Manchester Water Works
Wholesale Customers

RE: RATE INCREASE FOR OCTOBER 1, 2022

Dear Wholesale Customers,

The Manchester Water Works' Board of Water Commissioners voted on June 23, 2022, to increase rates for water usage, service charges, and fire protection charges 7% effective October 1, 2022.

Enclosed, please find a full rate schedule.

If you have any questions or concerns, please do not hesitate to reach out.

Respectfully,

Sarah Lescault

Sarah Lescault
Deputy Director, Finance and Administration

Enclosure

Manchester Water Works

Rate Schedule - Water Usage and Service and Fire Charges

Effective Date - water usage after September 30, 2022

Rate increase - 7% for water usage and service charges, 7% for fire service charges

CCF - hundred cubic feet - 748 gallons

		2022 Rate	2022 Rate
		<u>Out-of-Towns</u>	<u>Manchester</u>
WATER USAGE / Per CCF		2.068	\$ 1.806
SENIOR CITIZEN / Per CCF	Quarterly <= 50 ccf	1.034	0.903
	Usage over 51 ccf	2.068	1.806
WHOLESALE / Per CCF	Without fire protection	1.329	N/A
	With fire protection	1.738	N/A
SERVICE CHARGE - Quarterly	5/8"	34.84	30.30
	3/4"	44.78	38.94
	1"	52.84	45.95
	1-1/2"	88.48	76.94
	2"	119.73	104.12
	3"	161.27	140.24
	4"	238.79	207.65
	6"	411.81	358.10
	8"	713.02	620.02
	10"	1,189.33	1,034.20
PRIVATE FIRE PROTECTION - Quarterly	1-1/2"	5.07	4.41
	2"	10.86	9.45
	2-1/2"	19.55	17.00
	3"	31.64	27.53
	4"	67.47	58.67
	5"	121.40	105.57
	6"	196.12	170.54
	8"	418.03	363.51
	10"	751.77	653.72
	12"	1,214.36	1,055.97
MUNICIPAL FIRE PROTECTION - Quarterly		196.14	N/A
SERVICE CHARGE - Monthly	5/8"	19.03	16.55
	3/4"	22.29	19.39
	1"	24.98	21.73
	1-1/2"	36.89	32.08
	2"	47.28	41.12
	3"	61.15	53.18
	4"	86.97	75.63
	6"	144.63	125.77
	8"	245.08	213.12
	10"	396.38	344.68
PRIVATE FIRE PROTECTION - Monthly	1-1/2"	1.63	1.42
	2"	3.56	3.10
	2-1/2"	6.48	5.64
	3"	10.51	9.14
	4"	22.44	19.52
	5"	40.44	35.18
	6"	65.34	56.82
	8"	139.29	121.13
	10"	250.58	217.90
	12"	404.76	351.97

NOTE: ALL OTHER RATES AND CHARGES INCLUDING SUCH ITEMS AS APPLICATION FEES, LATE CHARGES, & METER FEES ARE THE SAME FOR ALL CUSTOMERS IN MANCHESTER AND IN THE TOWNS.



STATE OF NEW HAMPSHIRE

Executive Council

STATE HOUSE ROOM 207

CONCORD, NEW HAMPSHIRE 03301

(603) 271-3632 FAX: 271-3633



TO: All District Three Constituents

DATE: June 29, 2022

FROM: Executive Councilor Janet Stevens

MEMO: **\$5.5 MILLION** IN FUNDING AVAILABLE FOR HOMEOWNERS WITH RESIDENTIAL WELLS
\$57,064,708.00 IN WATER INFRASTRUCTURE FUNDS AWARDED TO DISTRICT THREE

At the June 15, 2022, Executive Council meeting, the Council approved the acceptance and expenditure of **\$5.5 million from the state’s Drinking Water and Groundwater Trust Fund (DWGWTF) to provide financial assistance to homeowners served by private wells experiencing water quality and or PFAS water contamination.** *Funding is available via two programs:*

WATER ASSISTANCE for NATURAL DISASTERS FOR LOW-INCOME RESIDENTIAL WELL OWNERS (WAND). This program is intended for low-income homeowners experiencing problems with water quantity or quality at their residential wells, resulting from extreme weather or natural hazards/flooding. Approximately \$500,000 will be available through June 30, 2023 for rebates on expenses to improve private wells. Funding applications will be available in the next two weeks and can be found at [NH DES](#).

***#104** Authorize to accept and expend \$500,000 in Drinking Water and Groundwater Trust Funds for the purpose of providing emergency financial assistance to low-income NH homeowners served by residential wells that are experiencing irreversible water supply quantity or quality problems.*

\$5 MILLION ASSISTANCE FOR RESIDENTIAL WELL OWNERS WITH PFAS CONTAMINATION. This program will assist well owners with PFAS (Per – polyfluoroalkyl) levels in excess of New Hampshire’s Ambient Groundwater Quality Standards (AGQS). Of the 9,000 wells tested for PFAS in New Hampshire, 3,500 exceeded New Hampshire standards. Of the 3,500 wells with elevated PFAS levels, 1000 property owners have been offered alternative water by responsible parties.

The remaining 2,000 wells that are not being provided an alternate water supply are candidates for this program – which includes rebates in the amount of \$5,000 for treatment systems or up to \$10,000 for connection to water supplies. Not all contaminated wells have been either “technically or legally attributed to a responsible party”. Additional information will soon be found at [NH DES](#).

The procedural steps for property owners with wells tested by NH DES –

- A letter will be sent to all property owners with a PFAS exceeding AGQS to inform them of the rebate program.
- In Mid-July, property owners with wells in exceedance for AGQS levels for PFAS will be invited to a meeting to introduce the program.

Property owners who have conducted private sampling of their wells - can email pfasrebateprogram@des.nh.gov to request a notification/invitation letter.

For property owners needing assistance with testing their wells for PFAS - they can complete a form on the https://www4.des.state.nh.us/nh-pfas-investigation/?page_id=307 page.

#107 Authorize to accept and expend \$5,000,000 in Drinking Water and Groundwater Trust Funds to fund a rebate program for removal of per-and polyfluoroalkyl substances in private wells. Effective upon G&C approval through June 30, 2023

FOR FY '22 the New Hampshire Department of Environmental Services established ten specific water infrastructure funding programs (loans and grants) to assist municipalities, utilities and cooperative housing entities with necessary water system upgrades, repairs, audits, and asset management planning. These programs were funded via New Hampshire's Drinking Water State Revolving Fund (DWSRF), Clean Water State Revolving Fund (CWSRF), PFAS Revolving Loan Fund, and the federal American Rescue Plan Act (ARPA).

District Three towns and cities, cooperatives and water utilities received more than \$56 million in funding via –

AMERICAN RESCUE PLAN ACT: \$26,937,789.00

CLEAN WATER STATE REVOLVING FUND: \$30,126,919.00

PFAS REVOLVING LOAN FUND: \$3,727,000.00

The following charts identify funding categories, District Three recipients, and revenue sources.

DRINKING WATER INFRASTRUCTURE PROJECTS				ARPA GRANT OFFER ¹		DWSRF LOAN OFFER ²
APPLICANT	SYSTEM TOWN	PROJECT NAME	ESTIMATED PROJECT COST	GRANT %	GRANT \$	DWSRF LOAN AMOUNT
AUTUMN WOODS	DERRY	AUTUMN WOODS ARSENIC TREATMENT SYSTEM	\$260,000	20%	\$52,000	--
TOTAL ARPA GRANT & DWSRF LOAN OFFERS					\$52,000	\$0

Notes:

1. All ARPA grant offers are subject to recommendation to and approval by the Governor and Executive Council.
2. All potential recipients of DWSRF loan funds must submit a final application and receive approval by the Governor and Executive Council.

WASTEWATER INFRASTRUCTURE PROJECTS					ARPA GRANT OFFER ^{1,2,3}		CWSRF LOAN OFFER ³	
APPLICANT	PROJECT NAME	ESTIMATED PROJECT COST	REQUESTED LOAN AMOUNT	GRANT %	GRANTS	CWSRF LOAN AMOUNT		
FINAL APPLICATION RECEIVED								
Portsmouth	Pease Tradeport WWTF Expansion and Upgrades	\$13,500,000	\$1,500,000	30%	\$450,000	\$1,050,000		
Epping	Lagoon Decommissioning and Solar Field	\$13,545,000	\$0	30%	\$500,000	\$0		
Seabrook	WWTF Upgrades	\$2,644,000	\$2,644,000	20%	\$528,800	\$2,115,200		
ARPA GRANT OFFERS								
Portsmouth	Fleet Street Roadway Reconstruction	\$7,000,000	\$2,000,000	30%	\$600,000	\$1,400,000		
Portsmouth	Sewer System Rehabilitation Contract No. 1	\$735,000	\$0	30%	\$220,500	\$0		
Newmarket	Sludge Thickening and Supplemental Carbon Upgrade	\$850,000	\$0	30%	\$255,000	\$0		
Hampton	Sewer & Drain Replacement - Ross Ave., Charles St., Kentville Terrace	\$2,078,250	\$2,078,250	20%	\$415,650	\$1,662,600		
New Castle	Pump Station Electrical System Upgrades	\$335,500	\$335,500	30%	\$100,650	\$234,850		
Exeter	Squamscott River Sewer Siphon Upgrades	\$1,200,000	\$1,200,000	30%	\$180,000	\$420,000		
Exeter	Webster Ave. Pump Station Rehabilitation	\$7,300,000	\$7,300,000	30%	\$1,875,000	\$4,975,000		
Hampton	WWTF Upgrades	\$15,730,000	\$15,730,000	20%	\$2,000,000	\$13,730,000		
Portsmouth	Mechanic Street Pump Station Interim Upgrades	\$2,000,000	\$0	30%	\$600,000	\$0		
Salem	Butler Street Pump Station Improvements	\$1,000,000	\$1,000,000	20%	\$200,000	\$800,000		
Derry	Influent Pump Station Upgrade	\$600,000	\$600,000	20%	\$120,000	\$480,000		
Hampton	Sun Valley Force Main and Pump Station Improvements	\$2,670,000	\$2,670,000	20%	\$534,000	\$2,136,000		
TOTAL ARPA GRANT & CWSRF LOAN OFFERS²					\$8,579,600	\$28,403,650		

Notes:

- All ARPA grant offers are subject to recommendation to and approval by the Governor and Executive Council.
- ARPA grant offers are limited to a \$2M maximum per project and/or community. The \$2M maximum includes all ARPA Clean Water incentives grants for infrastructure, planning, asset management and energy audit measure implementation. Actual ARPA grant funds offered in this category may be adjusted to satisfy this requirement and will be reflected in the final application.
- Total Cost and resulting ARPA grant offer calculation assumes full CWSRF eligibility.

STORMWATER INFRASTRUCTURE PROJECTS					ARPA GRANT OFFER ^{1,2}		CWSRF LOAN OFFER ^{2,3}
APPLICANT	PROJECT NAME	ESTIMATED PROJECT COST	REQUESTED LOAN AMOUNT	GRANT %	GRANT \$	CWSRF LOAN AMOUNT	
ARPA GRANT OFFERS							
Exeter	Westside Dr Area Utility Improvement	\$2,461,813	\$2,461,813	30%	\$738,544	\$1,723,269	
			TOTAL ARPA GRANT & CWSRF LOAN OFFERS		\$738,544	\$1,723,269	
Notes:							
1. All ARPA grant offers are subject to recommendation to and approval by the Governor and Executive Council.							
2. ARPA grant offers are limited to a \$2M maximum per project and/or community. The \$2M maximum includes all ARPA Clean Water incentives; infrastructure, planning, asset management and energy audit measure implementation.							
3. Total Cost and resulting ARPA grant offer calculation assumes full CWSRF eligibility and may change based on specific project needs.							

APPLICANT	PROJECT NAME	ARPA GRANT (Max) ^{1,2,3}
FINAL APPLICATION RECEIVED		
Hampton	Copper Sampling and Reduction Alternatives	\$100,000
ARPA GRANT OFFERS		
Derry	Wastewater Facility Plan	\$100,000
Epping	WWTF Nitrogen Removal Upgrade	\$100,000
Franklin	Wastewater Collection System Planning	\$100,000
Newmarket	Sewer System Evaluation Study	\$100,000
Seabrook	WWTF Upgrade	\$100,000
TOTAL WASTEWATER ARPA PLANNING GRANT OFFERS		\$600,000
<p>Notes</p> <ol style="list-style-type: none"> All ARPA grant offers are subject to recommendation to and approval by the Governor and Executive Council. For planning costs exceeding the \$100,000 ARPA grant offer, CWSRF assistance is available (no additional planning principal forgiveness will be awarded). ARPA grant offers are limited to a \$2M maximum per project and/or community. The \$2M maximum includes all ARPA Clean Water incentives; infrastructure, planning, asset management and energy audit measure implementation. 		

APPLICANT	PROJECT NAME	ARPA GRANT OFFERS (Max) ^{1,2,3}
FINAL APPLICATION RECEIVED		
Rye	Restoring Parsons Creek	\$100,000
ARPA GRANT OFFERS		
Exeter	Pickpocket Dam Reconstruction Removal Feasibility	\$100,000
Raymond	MS4 Compliance IDDE	\$100,000
Salem	Salem MS4-IDDE Program Implementation	\$100,000
TOTAL STORMWATER ARPA PLANNING GRANT OFFERS		\$400,000
Notes		
<p>1. All ARPA grant offers are subject to recommendation to and approval by the Governor and Executive Council.</p> <p>2. For planning costs exceeding the \$100,000 ARPA grant offer, CWSRF assistance is available (no additional planning principal forgiveness will be awarded).</p> <p>3. ARPA grant offers are limited to a \$2M maximum per project and/or community. The \$2M maximum includes all ARPA Clean Water incentives; infrastructure, planning, asset management and energy audit measure implementation.</p>		

2021 CWSRF Asset Management ARPA Grant Offers

APPLICANT	PROJECT NAME	ACTUAL PROJECT ARPA GRANT REQUEST ^{1,2,3}
FINAL APPLICATIONS RECEIVED		
Hampton	Wastewater Asset Management Phase 2	\$60,000
Portsmouth	WWTF & Stormwater Asset Management	\$210,000
TOTAL ASSET MANAGEMENT GRANT OFFERS		\$270,000
<p>Notes</p> <ol style="list-style-type: none"> All ARPA grant offers are subject to recommendation to and approval by the Governor and Executive Council. ARPA grant offers ranging from \$30,000 to \$180,000 will be awarded for wastewater asset management programs and \$30,000 for stormwater asset management programs. Grant offer amount for wastewater assets is based on the size and complexity of wastewater system. Stormwater grant offer amount is limited to \$30,000 per community. ARPA grant offers are limited to a \$2M maximum per project and/or community. The \$2M maximum includes all ARPA Clean Water incentives; infrastructure, planning, asset management and energy audit measure implementation. 		

APPLICANT	PROJECT NAME	ARPA GRANT (Max) ^{1,2}
GRANT AGREEMENT IN PROCESS		
Newfields Village Water and Sewer District	Sustainable Water Supply Evaluation	\$50,000
City of Portsmouth	Tank Pressure Zone Evaluation	\$50,000
Town of Seabrook	Preliminary Engineering for Water System Improvements	\$50,000
Town of Epping	Groundwater Exploration Program	\$50,000
ARPA FUNDING OFFERS		
Foothill Estates LLC	Water System Master Plan	\$50,000
TOTAL DRINKING WATER ARPA PLANNING GRANT OFFERS		
DECLINED OFFERS		
Chalk Pond Water Company	Preliminary Engineering for Water System Improvements	--
Notes		
<p>1. All ARPA grant offers are subject to recommendation to and approval by the Governor and Executive Council.</p> <p>2. Maximum ARPA grant offers for Drinking Water Strategic Planning is \$50,000/community. ARPA grant offer may be adjusted based on information provided during the scope approval process.</p>		

2021 DWSRF Asset Management ARPA Grant Offers

APPLICANT	PROJECT NAME	ARPA GRANT (Max) ^{1,2,3}
APPROVED BY G&C		
ARPA GRANT AGREEMENTS IN PROCESS		
New Castle Water and Sewer	Water System Asset Management	\$100,000
Town of Plaistow	Water System Asset Management	\$56,200
Rye Water District	Water System Asset Management	\$100,000
Hampstead Water	Water System Asset Management	\$100,000
TOTAL ASSET MANAGEMENT GRANT OFFERS		\$356,200

Notes

1. All ARPA grant offers are subject to recommendation to and approval by the Governor and Executive Council.
2. ARPA grant offers ranging from \$20,000 to \$100,000 will be awarded for drinking water asset management programs. Grant offer amount is limited to \$100,000 per community. ARPA grant offer may be adjusted based on information provided during the scope approval process.

2021 DWSRF Energy Audit Measure Implementation ARPA Grant Offers

APPLICANT	PROJECT NAME	ARPA GRANT (Max) ^{1,2,3}
FINAL APPLICATIONS RECEIVED		
Town of Newmarket	Water System Equipment Upgrades	\$200,000
FUNDING OFFERS		
TOTAL ENERGY AUDIT MEASURE IMPLEMENTATION GRANT OFFERS		\$200,000

Notes

1. All ARPA grant offers are subject to recommendation to and approval by the Governor and Executive Council.
2. Maximum ARPA grant offers for Drinking Water Energy Audit Measure Implementation (EAMI) is \$200,000/community. ARPA grant offer may be adjusted based on information provided during the scope approval process. A 100% community match is required.

COOPERATIVE APPLICANT	SYSTEM TOWN	DRINKING WATER PROJECT	DRINKING WATER REQUESTED AMOUNT	WASTEWATER PROJECT	WASTEWATER REQUESTED AMOUNT	ACTUAL PROJECT ARPA GRANT REQUEST ^{1,2}
FINAL APPLICATION RECEIVED						
Rock Rimmon Cooperative	Danville	Wellhouse upgrades and new distribution	\$559,772	WW system upgrades	\$904,000	\$1,463,772
Exeter River MHP Cooperative	Exeter	Water distribution upgrades	\$994,600	Cornwall St. PS replacement & sewer	\$987,000	\$1,981,600
TOTAL ARPA GRANT OFFERS						\$3,445,372

Notes:

1. All ARPA grant offers are subject to recommendation to and approval by the Governor and Executive Council.
2. ARPA grant offer letters notified applicants of up to \$2M available for comprehensive drinking water and wastewater system upgrades in accordance with the Assistance for Disadvantaged Communities Drinking Water and Wastewater Grant Program work plan. Final applications have been received for all listed projects and the actual project ARPA grant request has been confirmed by the recipient in the final application.

DRINKING WATER INFRASTRUCTURE PROJECTS				ARPA GRANT OFFER ^{1,3}		PFAS RLF LOAN OFFER ^{2,3}	
APPLICANT	SYSTEM TOWN	PROJECT NAME	ESTIMATED PROJECT COST	GRANT % ³	GRANT \$	PFAS RLF LOAN AMOUNT	
FINAL APPLICATION RECEIVED							
AQUARION WATER OF NH	HAMPTON	MILL ROAD WELLFIELD PFAS TREATMENT	\$1,284,750	100%	\$1,341,750	\$0	
EAST DERRY SCHOOL	DERRY	EAST DERRY ELEMENTARY	\$150,000	100%	\$150,000	\$0	
TOWN OF WINDHAM	WINDHAM	POET INSTALLATIONS	\$368,000	100%	\$368,000	\$0	
FUNDING OFFERS							
TOWN OF STRATHAM	STRATHAM	PFAS REMEDIATION RESPONSE IN TOWN CENTER	\$350,000	100%	\$350,000	\$0	
TOWN OF NORTH HAMPTON	NORTH HAMPTON	WATER MAIN EXTENSION	\$40,000	100%	\$40,000	\$0	
ROLLING MEADOWS I, III, IV	LONDONDERRY	WATER SYSTEM INTERCONNECTION	\$4,065,000	37%	\$1,500,000	\$2,565,000	
OLDE COUNTRY VILLAGE	LONDONDERRY	WATER SYSTEM INTERCONNECTION	\$2,500,000	60%	\$1,500,000	\$1,000,000	
MORNINGSIDE DRIVE	DERRY	MORNINGSIDE DRIVE PFAS REMEDIATION	\$1,662,000	100%	\$1,500,000	\$162,000	
IRON WHEEL MHP	DANVILLE	IRON WHEEL PFAS TREATMENT	\$506,200	100%	\$506,200	\$0	
TOTAL ARPA GRANT & PFAS RLF LOAN OFFERS					\$7,255,950	\$3,727,000	

Notes:

1. All ARPA grant offers are subject to recommendation to and approval by the Governor and Executive Council.
2. All potential recipients of PFAS RLF loan funds must submit a final application and receive approval by the Governor and Executive Council.
3. Percentage of eligible costs which is not always the same as the requested amount.

APPLICANT	PROJECT NAME	ARPA GRANT OFFERS ¹
ARPA GRANT APPROVED BY GOVERNOR AND EXECUTIVE COUNCIL		
NH Fish and Game Department	State-Wide Fish Hatchery Planning Feasibility Study	\$1,000,000
ARPA GRANT OFFERS¹		
The Hampstead Area Water Company, Inc.	Chester (NH) Water Main Extension Study	\$50,000
Town of Derry	Southern NH Regional Water Interconnection Project - Phase II Planning (large-scale regional water supply enhancement)	\$60,000
TOTAL STRATEGICALLY IMPORTANT WATER SUPPLY PROJECTS ARPA GRANT OFFERS		\$1,110,000
<p>Note:</p> <p>1. All ARPA grant offers are subject to recommendation to and approval by the Governor and Executive Council.</p>		

APPLICANT	PROJECT NAME		ARPA GRANT OFFERS ¹
ARPA GRANT OFFERS¹			
Town of Hampton	Kings Highway Drainage Infrastructure Improvements		\$2,000,000
City of Portsmouth	Peirce Island Road Coastal Resiliency Project		\$275,000
Rockingham County Conservation District	Coastal Resilience in New Castle – Completing Recommended Final Design and Permits for the Pit Lane Crossing to Increase Tidal and Freshwater Wetland Connections		\$100,000
Town of Seabrook	Seabrook Wastewater Treatment Facility Climate Resilience Implementation Project		\$1,050,200
The Nature Conservancy	Topaz Drive: Correcting Critical At-Risk Infrastructure in Barrington		\$254,923
TOTAL CRITICAL FLOOD RISK PROJECTS ARPA GRANT OFFERS			\$3,680,123
<p>Note:</p> <p>1. All ARPA grant offers are subject to recommendation to and approval by the Governor and Executive Council.</p>			

Michael Malaguti

From: Michael Malaguti
Sent: Monday, June 27, 2022 1:02 PM
To: dastein7@gmail.com
Subject: Lion's Hall

David,

Thank you for meeting with Dave Wholley and me on June 16. As we discussed, I am following up in writing to confirm some of the main points. You asked if the Lions membership may continue to meet in the hall until the lease expires. You indicated these meetings are not large, perhaps 10-15 people at any given time. Based on that information, Dave and I agreed this would be reasonable. We did advise meetings should be conducted on the first floor, not upstairs. You also expressed the desire to have access to the facility for Old Home Day. The Town wants the Lions to be involved in Old Home Day. To facilitate that, we agreed to extend the termination of the lease to September 5. It is understood that while the Lions will continue to have access to the facility until that time, rentals have ended (or will soon end) and large gatherings in the facility (even during Old Home Day) will not be permitted. Lastly, we agreed to allow the Lions to leave their personal property in the facility until the Town requests, on reasonably notice, that such property be removed.

I hope this addresses the main points. If I have missed anything, please let me know.

Again, thank you for the productive meeting and the cooperative work.

Mike

Michael J. Malaguti
Town Manager
Town of Londonderry
603-432-1100 x 151
mmalaguti@londonderry.org

June 18, 2022

Nevins Board of Directors
2 Wesley Drive
Londonderry, NH 03053

Londonderry Town Manager and Town Councilors
268B Mammoth Road
Londonderry, NH 03053

RE: LETTER OF RESCINDING - 35 Gilcreast Real Estate Transactions

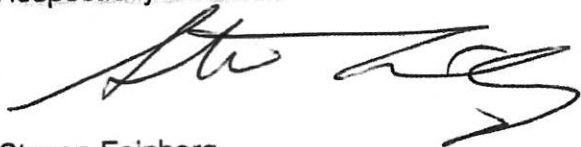
Dear Town Manager and Town Councilors:

A meeting was held at the Nevins Community to update residents on the status of issues concerning the 35 Gilcreast property. The majority of those at the meeting raised concerns that they did not agree with some of the content of the letter dated May 9, 2022, and sent to you by the Nevins Board of Directors.

Therefore, on June 1, 2022, the Nevins Board of Directors met and voted to RESCIND that letter.

We apologize for any inconvenience and thank you for your consideration.

Respectfully Submitted:



Steven Feinberg
Board Member and Treasurer

Patricia Forde, Associate Director, Brigs Condominium Management

Sent individually to each of the following by USPS certified mail to:

268B Mammoth Road

Londonderry, NH 03053

Mr. Michael Malaguti, Town Manager

Mr. Joe Green, Town Council

Madam Deb Paul, Town Council

Mr. John Farrell, Chairman, Town Council

Mr. Jim Butler, Town Council

Mr. Chad Franz, Town Council

LONDONDERRY TOWN COUNCIL MEETING MINUTES

Londonderry Town Council Meeting Minutes June 20, 2022

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

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

CALL TO ORDER

Per RSA 91-A:3 II, (a), (b), (c) and (e), the Council came out of non-public session. Chair voted to come out of non-public in a roll call votes; Councilor Deb Paul, Vice Chairman Joe Green, Chairman John Farrell, and Councilor Jim Butler. Chair votes 4-0-0.

Vice Chairman Joe Green motioned to seal the minutes, seconded by Councilor Jim. Chair voted to seal the minutes in a roll call votes; Councilor Deb Paul, Vice Chairman Joe Green, Chairman John Farrell, and Councilor Jim Butler. Chair votes 4-0-0.

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

PUBLIC COMMENT

Ann Chiampa, 28 Wedgewood Drive, noticed that the tree that was out by Town Hall is now gone. Chiampa asked what happened to it. Town Manager Malaguti stated that in consultation with the DPW Director, it was determined that the tree was making it difficult for the grass to grow in the area.

LONDONDERRY TOWN COUNCIL MEETING MINUTES

PUBLIC HEARING

34

35

36 Motion to open public hearing made by Vice Chairman Green and seconded by Councilor
37 Butler. Chair votes 4-0-0.

38

39 Chairman Farrell introduced Ordinance #2022-05, an Ordinance creating the Londonderry
40 Commercial and Industrial Tax Incentive Program, continued from previous meetings.
41 Chairman Farrell stated that the idea behind this Ordinance is the fact that there are limited
42 tools in New Hampshire to be able to drive tax revenue. Chairman Farrell stated that what
43 he hears from the community, is that people want tax relief. Town Manager Malaguti
44 presented. Town Manager Malaguti shared with the Council how its been used in other
45 communities, such as Milford. Malaguti stated that he has supplied, in the materials, all the
46 details of how it was done in Milford. Malaguti stated that there are 19 municipalities who
47 have adopted the program and eighteen entities using the program.

48

49 Vice Chairman Green thanked Malaguti for making the changes the Council requested.

50

51 Councilor Paul referred to the backup Malaguti supplied, Councilor Paul stated that out of
52 the seventeen, there are twelve that are actually taking advantage of it and under that list
53 Derry has not adopted it. Malaguti stated that the report is from the 2020 tax year prepared
54 off of the MS-1, Malaguti stated that the MS-1 doesn't hit at the end of the tax year.
55 Malaguti stated that Derry adopted the ordinance following the preparation of the MS-1.
56 Malaguti stated that LaBell Winery is not the only taxpayer taking advantage of the
57 program in Derry. Councilor Paul stated that she believes this program is still put in place
58 to benefit Woodmont. Malaguti stated that this is not just for Woodmont, it is now
59 available for everyone.

60

61 Tony DeFrancesco, Cheshire Ct, stated that he watched the last meeting. DeFrancesco
62 stated that all this is a tool, and if you move it forward there's an opportunity for the
63 Council to say yes or no when a business comes in to present. DeFrancesco stated that it
64 doesn't cost anything to have this on the books. DeFrancesco stated that revenue is the
65 only chance Londonderry has.

66

67 John Wilson, 3 Tranquil Drive, stated that the bubble real estate market is going to break.
68 Has anyone looked at the "what it's" of this program. Wilson suggested tabling this and

LONDONDERRY TOWN COUNCIL MEETING MINUTES

69 pushing it out for when the town is in collapse mode.

70

71 Steve Hamilton, Londonderry Assessor, stated that he wanted to answer the question
72 about what types of properties we will anticipate, if it's available. This exemption program
73 won't apply to existing buildings. Hamilton stated that properties like the FB Webb
74 building. Hamilton stated that this would only be about the new value that would come
75 with a developer who would build something with lasting value. Another example would
76 be the UPS building at \$41M property.

77

78 Councilor Paul asked Town Manager Malaguti if the town can have a detailed form an
79 application.

80

81 Motion to approve Ordinance #2022-05 made by Vice Chairman Green and seconded by
82 Councilor Butler. Chair votes 3-1-0. Councilor Paul voted against.

83

84 Chairman Farrell introduced the acceptance of unanticipated revenue under RSA 31:95-b
85 for the sensory playground. Finance Director Justin Campo presented. Campo stated that
86 there are two separate Resolutions. Once is for the sensory playground and the second is a
87 Grant.

88

89 Motion to approve Resolution #2022-12 made by Vice Chairman Green and seconded by
90 Councilor Paul. Chair votes 4-0-0.

91

92 Motion to approve Resolution #2022-13 made by Vice Chairman Green and seconded by
93 Councilor Paul. Chair votes 4-0-0.

94

95 Motion to close the public hearing made by Vice Chairman Green and seconded by
96 Councilor Paul. Chair votes 4-0-0.

97

98

NEW BUSINESS

99

100 Chairman Farrell introduced Order #2022-13, an Order relative to the expenditure of
101 Maintenance Trust Funds for various projects. Town Manager Malaguti presented.
102 Malaguti stated that this is for HVAC units #12 and #13 in Town Hall that went down.

LONDONDERRY TOWN COUNCIL MEETING MINUTES

103 They needed to be serviced for a leak. Motion to approve Order #2022-13 made by Vice
104 Chairman Green and seconded by Councilor Paul. Chair votes 4-0-0.

105

106 Chairman Farrell introduced Order #2022-14, an order relative to the expenditure of
107 Reclamation Trust Funds. John Trottier, Director of Engineering and Environmental
108 Services, presented. This is for recycling carts and parts. Motion to approve Order #2022-
109 14 made by Vice Chairman Green and seconded by Councilor Paul. Chair votes 4-0-0.

110

111 Town Assessor, Steve Hamilton, presented to the Council about the elderly tax exemption
112 eligibility criteria. Chairman Farrell stated that when the Council just did the exemption
113 for the veterans, the seniors came forward and asked what can be done for them. Hamilton
114 went over the exemption for a single and married person, as well as assets. Hamilton
115 stated that the amount of the exemption per category was discussed last fall. They were
116 adjusted with the revaluation that occurred last year. Hamilton went over the income
117 limits, which can be found online under the Assessing page. Hamilton stated that he has
118 looked at all of the factors from cost of living, to social security.

119

120 Town Manager Malaguti stated that we are looking at expanding the eligibility
121 requirements and we know who is receiving this exemption now so it can be projected out
122 what the total cost will be. Malaguti stated that the town doesn't track people's income or
123 asset levels.

124

125 Councilor Paul asked if this was in line with the state's other qualifications for other
126 assistances.

127

128 John Wilson, 3 Tranquil Drive, stated that there are more and more seniors in town and
129 there needs to be a procedure to take.

130

131 Chairman Farrell stated that all of the abatements were signed by the Council tonight.

132

133 Chairman Farrell introduced the first reading of Ordinance #2022-06, an amendment to
134 Title IV, Public Health, Safety and Welfare, Chapter VIII, Animal Control.

135

136

LONDONDERRY TOWN COUNCIL MEETING MINUTES

137 Councilor Paul asked what changed in the Ordinance, it's not outlined. Town Manager
138 Malaguti stated that he would get Councilor Paul a cleaned red-lined copy.

139

140 Motion to waive the first reading and schedule a public hearing for July 11th made by Vice
141 Chairman Green and seconded by Councilor Butler. Chair votes 4-0-0.

142

143 Town Manager Malaguti and Assistant Town Manager Drabik gave a presentation on
144 strategic goals. Town Manager Malaguti stated that earlier this year, the Town Council
145 requested to hear from Department Heads about their strategic goals. Town Manager
146 Malaguti stated that goals change and this is not set in stone. Town Manager Malaguti
147 went over the goals and welcomed the Councils input.

148

149 Councilor Paul gave an update on the Energy Committee and what the Committee has
150 been up to.

151

APPROVAL OF MINUTES

152

153
154 Motion to approve the Town Council minutes from June 6, 2022 as amended made by
155 Councilor Paul and seconded by Councilor Butler. Chair votes 3-0-1. Vice Chairman Green
156 was absent last meeting.

157

ADJOURNMENT

158

159
160 Motion to adjourn made by Vice Chairman Green and second by Councilor Butler. Chair
161 votes 4-0-0.

162

163 Notes and Tapes by: Kirby Brown Date: 6/20/2022

164 Minutes Typed by: Kirby Brown Date: 6/30/2022

165 Approved by: Town Council Date: 7/11/2022