

Kim Alan Bernard
Acting Town Manager

Kellie Caron
Assistant Town Manager



Town Council
Ron Dunn, Chair
Shawn Faber, Vice-Chair
Ted Combes
Dan Bouchard
Deb Paul

Town of Londonderry • 268B Mammoth Road • Londonderry, NH 03053

Londonderry Town Council Meeting

Monday, May 5, 2025, 7 p.m., Moose Hill Council Chambers

A. CALL TO ORDER

B. PUBLIC COMMENT

1. Proclamation for Municipal Clerks Week
2. Introduction of New Hires

C. BOARD APPOINTMENTS & REAPPOINTMENTS

1. Interviews of New Applicants
2. Appointment to the Trustees of the Trust Funds
3. Appointment to the Recreation Commission
4. Appointment to the Senior Resources Committee

D. PUBLIC HEARING

1. **Ordinance 2025-02: An Amendment to the Municipal Code Relating to the Sewer Use Ordinance and Sewer User Charge Ordinance**
(Bob Kerry, Environmental Engineer)

Documents:

[ORDINANCE 2025-02 - SEWER USE CHARGE MUNICIPAL CODE AMENDMENT.PDF](#)
[UPDATED ACCESS FEE COMPARISON 2025 \(APPENDIX A\).PDF](#)
[TITLE IV, CHAPTER IX - AMENDED 2025-05-05.PDF](#)
[WASTEWATER FACILITIES PLAN UPDATE PRESENTATION - 2024-09-16.PDF](#)

E. NEW BUSINESS

1. **Londonderry Arts Council Update on Wild Apples & Concerts on the Common**
(Larry Casey, Chair, Londonderry Arts Council & Stephen and Julie Lee, Concerts on the Common)
2. **Amendments to the Inter-Municipal Agreement with the Town of Derry for Wastewater Service**
(Bob Kerry, Environmental Engineer)

Documents:

[DERRY-LONDONDERRRY WASTEWATER INTERMUNICIPAL AGREEMENT.PDF](#)
[APPENDIX A - DERRY SERVICE AREA FEB, 2025.PDF](#)

3. FY 2025 Financial Update

(Justin Campo, Finance Director)

4. Discussion of Town Clerk Compensation

(Kim Bernard, Acting Town Manager)

5. Order 2025-11: An Expenditure from the Master Plan Capital Reserve Fund

(Kellie Caron, Assistant Town Manager & Director of Economic Development)

Documents:

[ORDER 2025-11 - MPCRF.PDF](#)
[ORDER 2025-11 MPCRF SUPPORT.PDF](#)

6. Order 2025-07: An Expenditure from the Expendable Maintenance Trust Fund (Town Hall Replacement Windows)

(Dave Wholley, Director of Public Works & Municipal Facilities)

Documents:

[ORDER 2025-07 - EMTF \(TOWN HALL WINDOWS\).PDF](#)
[ORDER 2025-07 EMTF SUPPORT.PDF](#)

7. Order 2025-08: An Expenditure from the Expendable Maintenance Trust Fund (Town Hall Exterior Maintenance))

(Dave Wholley, Director of Public Works & Municipal Facilities)

Documents:

[ORDER 2025-08 - EMTF \(TOWN HALL FASCIA WRAPPING\).PDF](#)
[ORDER 2025-08 EMTF SUPPORT.PDF](#)

8. Order 2025-09: An Expenditure from the Expendable Maintenance Trust Fund (Central Fire Station Humidifier)

(Dave Wholley, Director of Public Works & Municipal Facilities)

Documents:

[ORDER 2025-09 - EMTF \(CENTRAL HUMIDIFIER\).PDF](#)
[ORDER 2025-09 EMTF SUPPORT.PDF](#)

9. Order 2025-10: An Expenditure from the Expendable Maintenance Trust Fund (Station 1 Boiler Replacement)

(Dave Wholley, Director of Public Works & Municipal Facilities)

Documents:

[ORDER 2025-10 - EMTF \(S1 BOILER\).PDF](#)

10. Discussion Regarding Upcoming Town Hall Maintenance Projects

- Installation of Permanent Security Glass in the Town Clerk / Tax Collector Suite
- Air Conditioning Circumstances in the Finance Department

(Dave Wholley, Director of Public Works & Municipal Facilities)

11. Council Discussion on Planned Unit Developments

F. OLD BUSINESS

G. APPROVAL OF MINUTES

1. April 7, 2025 Town Council Minutes (as amended)

Documents:

[TC-MINUTES-2025-04-07-AMENDED.PDF](#)

2. April 21, 2025 Town Council Minutes

Documents:

[TC-MINUTES-2025-04-21-D.PDF](#)

H. OTHER BUSINESS

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

I. PUBLIC COMMENT

J. ADJOURNMENT

K. MEETING SCHEDULE

1. May 19, 2025; Moose Hill Council Chambers; 7 p.m.
2. June 2, 2025; Moose Hill Council Chambers; 7 p.m.

In addition to the items listed on the agenda the Town Council may consider other matters not on the posted agenda and may enter a non-public session or convene in a non-meeting in accordance with RSA 91-A if the need arises.



Town of Londonderry, New Hampshire

268B Mammoth Road • Londonderry, NH 03053

(603) 432-1100 • londonderrynh.gov

ORDINANCE 2025-02

AN AMENDMENT TO THE MUNICIPAL CODE RELATING TO THE SEWER USE ORDINANCE AND SEWER USER CHARGE ORDINANCE

WHEREAS the Town of Londonderry provides municipal sewer services to a number of residential, commercial, and industrial properties throughout the community; and

WHEREAS the Sewer Division is self-funded through a system of sewer use and access charges; and

WHEREAS the Sewer Use Ordinance and Sewer Use Charge Ordinance should be updated periodically to promote the efficient operation of the system and reflect the costs of operating the system; and

WHEREAS an updated Wastewater Facility Plan was presented and summarized to the Town Council at a meeting on September 16, 2024, at which time the Town Council voted in favor of approving the updated Plan; and

WHEREAS the updated Wastewater Facility Plan concluded that the Sewer Access Fee should be reduced from the current rate of \$16.51 per gallon to \$12.24 per gallon;

NOW THEREFORE BE IT ORDAINED by the Town Council of the Town of Londonderry that the Municipal Code of the Town of Londonderry, Title IV – Health, Safety, & Welfare, Chapter IX – Sewer User Charge Ordinance Appendix A be amended as attached to reflect the revised Sewer Access Fee.

Ron Dunn – Chair
Town Council

Sharon Farrell – Town Clerk

A TRUE COPY ATTEST:
05/05/2025

SEWER USER CHARGE ORDINANCE
LONDONDERRY, NH
RATE SCHEDULE

The following charges are set for the users of the Town of Londonderry's wastewater facilities

Connection Fee: \$ 200 - If the connection includes a new sewer service pipe
 \$50 - If an existing sewer service pipe is to be used (transfer of property or change of use)

<u>Current Access Fee:</u>	Properties Developed after Availability of <u>Municipal Sewer</u>	<u>Existing Units</u>
Residential Unit:	\$3,467.00	\$ 500.00
Commercial/Industrial:	\$16.51/GPD	\$3.00/GPD (North Londonderry) \$8.00/GPD (South Londonderry)
	GPD = gallons per day 210 GPD X \$16.51 = \$3,467	

<u>Proposed Access Fee:</u>	Properties Developed after Availability of <u>Municipal Sewer</u>	<u>Existing Units</u>
Residential Unit:	\$2,570.00	\$ 500.00
Commercial/Industrial:	\$12.24/GPD	\$3.00/GPD (North Londonderry) \$8.00/GPD (South Londonderry)
	GPD = gallons per day 210 GPD X \$12.24 = \$2,570	

User Charge Fee:

Residential: Flat rate of \$96.00 per quarter per residential unit

Commercial: \$ 2.52 per 100 CF, with a minimum quarterly charge of \$96.00 for usage of 3,810 cubic feet or less per quarter. For commercial users without a water meter, water usage will be calculated using Table 1008-1 Unit Design Flow Figures, included in Appendix E.

Industrial: \$ 2.52 per 100 CF, with a minimum quarterly charge of \$ 187.20 for usage of 7,430 cubic feet or less per quarter. Industrial users are also subject to fees for high strength waste, outlined below.

High Strength Waste:

\$ 0.1757 per pound of BOD per quarter for the portion of BOD concentration over 224 mg/l

\$ 0.1757 per pound of TSS per quarter for the portion of TSS concentration over 280 mg/l

CHAPTER IX – SEWER USER CHARGE ORDINANCE

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CHAPTER IX – SEWER USER CHARGE ORDINANCE

GENERAL PROVISIONS – Purpose and Policy

This Ordinance combined with the Town's Sewer Use Ordinance are the rules and regulations of the Town. The Sewer Use Ordinance should be consulted for additional regulations concerning these facilities.

It is determined and declared to be necessary and conducive to the protection of the public health; safety, welfare and convenience of the people of the Town to collect charges from all users of the wastewater facilities. The proceeds of charges so derived will be used only for the purpose of operating and maintaining and paying down the debt service of the public wastewater facilities.

ARTICLE I - DEFINITIONS

Unless the context specifically indicates otherwise the meaning of the terms in this ordinance shall be as follows:

- Section 1 Access Fee. A fee paid at the time of application for a sewer permit to cover past and future capital costs for wastewater facilities.
- Section 2 Biochemical Oxygen Demand, (BOD). The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five (5) days at 20⁰C, expressed in milligrams per liter.
- Section 3 Biosolids. The organic solid or semi-solid material by-product of the wastewater treatment processes, formerly referred to as sludge.
- Section 4 Commercial User. All retail stores, restaurants, office buildings, laundries, and other private business and service establishments.
- Section 5 Commercial Unit. A single commercial user, including a commercial user who is in a common building with other commercial or residential users.
- Section 6 Connection Fee. The cost to cover the administration and inspection of sewer connections for new users, or existing users that have had a change of ownership or use.
- Section 7 Domestic Wastewater or Sanitary Sewage. The normal water-carried household and toilet waste from sanitary conveniences, excluding ground, surface or storm water, and industrial waste.

CHAPTER IX – SEWER USER CHARGE ORDINANCE

ARTICLE I – DEFINITIONS (Cont'd.)

- Section 8 Enterprise Fund. A system of finance similar to a business system where the cost of operation is paid for solely by user fees. The Town financial management system.
- Section 9 Industrial User. Any contributor who discharges industrial wastes to the sanitary sewer of the Town.
- Section 10 Industrial Waste. Any liquid, gaseous or solid waste substance resulting from any process of industry, manufacturing, trade or business or from development of natural resources.
- Section 11 Infiltration /Inflow (I/I). Seepage from the ground or flow from surface sources respectively, that occur in the system.
- Section 12 May. Means permissive (see "shall,").
- Section 13 Operation and Maintenance. Those functions that result in expenditures during the useful life of the wastewater facilities for materials, labor, utilities and other items which are necessary for managing and maintaining the facilities to achieve the capacity and performance for which the facilities were designed and constructed. The term operation and maintenance includes replacement as defined herein.
- Section 14 Meter or Water Meter. A water measuring and recording device which is approved by the Town and furnished and installed at the user's expense.
- Section 15 Replacement. Expenditures for obtaining and installing equipment, accessories or appurtenances which are necessary to maintain the capacity and performance for which the facility was designed and constructed.
- Section 16 Residential Unit. A single family home, an apartment, a condominium, a townhouse, mobile home, etc.
- Section 17 Residential User. Any contributor to the facility whose lot, parcel, real estate, or building is used for domestic dwelling purposes only.
- Section 18 Sewage. See wastewater.
- Section 19 Sewer. A pipe or conduit that carries wastewater.
- Section 20 Shall. Means mandatory (see "may,").
- Section 21 Suspended Solids or TSS. The total suspended matter that floats on the surface of, or is suspended in water, wastewater or other liquid, and that is removable by laboratory filtering.
- Section 22 Town. The local authority for matters concerning wastewater facilities.

CHAPTER IX – SEWER USER CHARGE ORDINANCE

ARTICLE I– DEFINITIONS (Cont’d’.)

- Section 23 Useful Life. The estimated period during which the facility will be operated.
- Section 24 User Charge Fee. A charge levied on the users of a facility for the cost of operation maintenance, replacement and debt service.
- Section 25 Wastewater. The spent water of the community. It may be a combination of the liquid and water carried wastes from residences, commercial buildings, industrial plants, and institutions, together with any unpolluted water which may be present. Also referred to as sewage.
- Section 26 Wastewater Treatment Plant or Works, or Wastewater Treatment Facilities, WWTF or Facility. An arrangement of devices and structures for transporting, and treating wastewater and biosolids of the Town. Also referred to as publicly owned treatment works, POTW. The terms include all sewers and components located in Londonderry, Manchester, and Derry involved in the handling of the Town of Londonderry's wastewater and its byproducts.

ARTICLE II - FUND MANAGEMENT

- Section 1 The revenues collected, as a result of the user charges levied, shall be deposited in a separate non-lapsing account known as the SEWER FUND.
- Section 2 This fund will be managed as an enterprise fund where excess funds may be retained from year to year.
- Section 3 Fiscal year-end balances in the SEWER FUND shall be used for no other purpose than those designated. Monies which have been transferred to or from other sources to meet temporary shortages in funds shall be returned to their respective accounts upon appropriate adjustments. The user charge rates will be revised as necessary such that monies transferred will be returned to the respective accounts within six months of the fiscal year end.
- Section 4 The Town shall review the user charges at least annually and revise the rates as necessary to ensure that adequate revenues are generated to pay the costs of operation, maintenance and replacement as required by the Code of Federal Register (CFR) 35.2140(a)(b), and that the system continues to provide for the proportionate distribution of operation and maintenance including replacement cost among all users.
- Section 5 The Town shall maintain a financial management system to account for all revenues and expenditures as required by CFR 35.2140(c)

CHAPTER IX – SEWER USER CHARGE ORDINANCE

ARTICLE III - RATES AND CHARGES

- Section 1 All users shall pay a fee for the services provided, these fees will consist of a minimum charge, to cover some of the fixed cost of the facility, including debt service, and a charge for the proportionate use of the facility based on a water meter reading, or other equitable system established by the Town.
- Section 2 Each user shall pay a user charge fee for operation, maintenance and replacement including debt service at a rate indicated in Appendix A.
- Section 3 All industrial users contributing wastewater with strength greater than 224 mg/L in BOD and/or 280 mg/L TSS shall prepare and file with the Town, a report that shall include pertinent data relating to the wastewater characteristics, including the methods of sampling and measurement to obtain these data. These data along with the rate in Appendix A shall be used to calculate the user charge for that user. The Town shall have the right to gain access to the waste stream and take samples. Should these sample results be substantially different from those submitted by the user, as determined by the Town, the user charge for that user shall be revised for the next billing period. The cost for treating other wastewater components may be charged in a similar manner as indicated in Appendix A.
- Section 4 Any user who discharges any substance which causes an increase in the cost of treating the wastewater or resulting biosolids, or any user who discharges any substance which singly or by interaction with other substances causes identifiable increases in the cost of treatment shall pay for such increase costs. The charge for such treatment will be determined by the Town.
- Section 5 The user charge fees will include the cost of pumping and treating any Infiltration /Inflow that exists within the system.

ARTICLE IV - COLLECTION PROCEDURES

- Section 1 All charges for services furnished shall create a lien upon the real estate where such services are furnished.
- Section 2 All users shall be billed quarterly. Bills shall be mailed at the end of the quarter. Payment is due within thirty days after the billing date. Payments received after the thirty day period shall be considered delinquent.
- Section 3 Interest at the rate of twelve percent (12%) per annum shall be charged on all sewer bills not paid within thirty (30) days to the billing date.
- Section 4 Any customer failing to pay sewer charges due within the calendar year will be subject to the lien process in the same manner as unpaid taxes. Upon the recording of the lien by the tax collector, interest on delinquent bills shall be increased to eighteen percent (18%) per annum.

CHAPTER IX – SEWER USER CHARGE ORDINANCE

ARTICLE V - CONNECTION PROCEDURES

- Section 1 An application for sewer connection shall be submitted by the owner of the property whenever a new connection to the sewer is requested, or a change in use or ownership of the property occurs. (See Appendix B for sample form)
- Section 2 A Connection Fee shall be required at the time of filing the application for sewer connection. The current fee shall be according to the schedule in Appendix A.
- Section 3 An Access Fee shall be required at the time the application for sewer connection is filed with the Town. For a proposed change of use to an existing user, the Access Fee shall be based on the incremental increase in flow for the new use. The Access Fee schedule is presented in Appendix A.
- Section 4 The owner shall be responsible for all costs of the installation and will comply fully with the SEWER USE ORDINANCE in force.
- Section 5 The Town may permit a private entity (developer) to extend sewer service to a subdivision with no cost or obligation to the Town. All local approvals must be obtained prior to approval of the application for sewer connection for the development. The Town may credit Connection Fees and Access Fees for the construction of the wastewater facilities by the developer as allowed by Resolution 2005-21 "Amending the Municipal Code Relative to a Policy Crediting Connection Fees for the Construction of Wastewater Facilities." In Resolution 2005-21, connection fees shall mean both Connection Fee and Access Fee.
- Section 6 The developer shall provide a bond in the total amount of the sewer extension prior to the commencement of construction. Additional details will be documented in an agreement between the developer and the Town.

ARTICLE VI - APPEAL PROCEDURE

- Section 1 Any user who feels his user charge is unjust may make written application to the Town requesting an abatement of the charges. The application shall be submitted within thirty days of receipt of the bill. This request shall show the actual or estimated flow and /or strength of the wastewater in comparison to the values set by this ordinance to include any other estimates or measurements that have been made. This action does not relieve the user from paying bills when they come due.
- Section 2 The application for abatement shall be reviewed by the Town.
- Section 3 If the Town neglects or refuses to grant an abatement, any person aggrieved may apply by petition to the Superior Court for relief at any time within ninety (90) days after the notice of the assessment, and not afterwards.

CHAPTER IX – SEWER USER CHARGE ORDINANCE

ARTICLE VII - ORDINANCE IN FORCE

This ordinance shall be in full force and effect from and after its passage, approval, recording and publication as provided by law. Be it hereby resolved that the Town of Londonderry, New Hampshire hereby passes the foregoing Sewer User Charge Ordinance this day of _____, 2007.

Chairman_____

Councilor_____

Councilor_____

Appendixes:

- A - Rate Schedule
- B - Sample Application for Connection
- C - Overdue Notice
- D - Copy Lien Notice
- E - Table 1008-1 Unit Design Flow Figures

CHAPTER IX – SEWER USER CHARGE ORDINANCE

(Amended May 5, 2025)

APPENDIX A

RATE SCHEDULE

The following charges are set for the users of the Town of Londonderry's wastewater facilities

Connection Fee: \$ 200 - If the connection includes a new sewer service pipe
 \$50 - If an existing sewer service pipe is to be used (transfer of property or change of use)

Access Fee:	Properties Developed after Availability of <u>Municipal Sewer</u>	<u>Existing Units</u>
Residential Unit:	\$2,570.00	\$500.00
Commercial/Industrial:	\$12.24/GPD	\$3.00/GPD (North Londonderry) \$8.00/GPD (South Londonderry)
GPD = gallons per day		

User Charge Fee:

Residential: Flat rate of \$96.00 per quarter per residential unit

Commercial: \$ 2.52 per 100 CF, with a minimum quarterly charge of \$96.00 for usage of 3,810 cubic feet or less per quarter. For commercial users without a water meter, water usage will be calculated using Table 1008-1 Unit Design Flow Figures, included in Appendix E.

Industrial: \$ 2.52 per 100 CF, with a minimum quarterly charge of \$ 187.20 for usage of 7,430 cubic feet or less per quarter. Industrial users are also subject to fees for high strength waste, outlined below.

High Strength Waste:

 \$ 0.1757 per pound of BOD per quarter for the portion of BOD concentration over 224 mg/l

 \$ 0.1757 per pound of TSS per quarter for the portion of TSS concentration over 280 mg/l

CHAPTER IX – SEWER USER CHARGE ORDINANCE

APPENDIX B

APPLICATION FOR SEWER CONNECTION, TOWN OF LONDONDERRY, NH

NAME OF OWNER: _____

ADDRESS: _____

TELEPHONE NO. _____

LOCATION OF PROPERTY TO BE CONNECTED _____

TAX MAP NUMBER¹ _____ LOT NUMBER¹ _____

TYPE OF SERVICE REQUESTED: RESIDENTIAL _____ COMMERCIAL _____

INDUSTRIAL² _____ OTHER _____

FOR COMMERCIAL AND INDUSTRIAL USERS:

ESTIMATE OF AVERAGE DAILY WASTEWATER FLOW _____ GPD

NAME OF CONTRACTOR _____

I WILL COMPLY WITH THE REQUIREMENTS OF THE TOWN SEWER USE ORDINANCE AND
USER CHARGE ORDINANCE.

DATE _____ SIGNATURE (OWNER) _____

CONNECTION FEE³ PAID \$ _____ RECEIVED BY _____

ACCESS FEE⁴ PAID \$ _____ RECEIVED BY _____

RECEIPT # _____

APPROVED BY _____ (Department of Public Works)

¹ Tax Map Number and Lot Number are referred to as the permit number

² Additional information and fees may be required for an industrial permit, see the Town's
Industrial Wastewater Discharge Permit Application.

³ See Sewer User Charge Ordinance for details regarding Connection Fees.

⁴ See Sewer User Charge Ordinance for details regarding Access Fees.

CHAPTER IX – SEWER USER CHARGE ORDINANCE

APPENDIX C

OVERDUE NOTICE

THE TOWN OF LONDONDERRY DOES HEREBY NOTIFY

Name of Owner: _____

Address: _____

Property: _____

Tax map number: _____Lot Number: _____

Amount Due: _____Amount Overdue: _____

Interest: _____

You are requested to remit the above amount as soon as possible or contact the office of the _____ at address _____ in writing within 15 days.

None payment of the amount in arrears may result in a lien being placed against the property.

Signed: _____

Date: _____

CHAPTER IX – SEWER USER CHARGE ORDINANCE

APPENDIX D

NOTICE OF LIEN

THE TOWN OF LONDONDERRY, NEW HAMPSHIRE HEREBY GIVES NOTICE
OF PENDING LIEN TO:

NAME (OWNER): _____
ADDRESS _____

The Town of Londonderry, by and through its Town Council and pursuant to RSA 38:22 II(a), does hereby state that a lien has been placed against the property described below and owned by the individuals above mentioned.

Amount of charges: _____
Date of imposition of lien: _____
Description of property: Tax map _____ Lot number _____

The above mentioned owner is hereby on notice that this lien is placed to the benefit of the Town as a consequence of sewer fees not paid in accordance with regulations adopted by the Town.

DATE _____

Councilor: _____	Witness: _____
Councilor: _____	Witness: _____
Councilor: _____	Witness: _____

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

CHAPTER IX – SEWER USER CHARGE ORDINANCE

APPENDIX E

Table 1008-1 Unit Design Flow Figures

(in Gallons per Day Per Person unless otherwise noted)

<u>USE</u>	<u>Design Flow</u>	
AIRPORTS		5
BARS, LOUNGES		20 GPD/Seat
BED & BREAKFASTS		60
CAMPS	Campground with Central Comfort Station (Figure 3 people/site)	25 plus 12 GPD dump station
	Recreational Campgrounds With 3-way hookups	90 GPD/Site
	Construction Camps (Semi-permanent)	50
	Day Camps (no meals served)	15
	Day Camps, meals served	15 plus 3 GPD/person/meal
	Dining Facility Only	3 GPD/person/meal
	Juvenile Camps	25 GPD/person plus 3 GPD/person/meal
CATERERS –	Function Rooms	12 GPD/patron
CHURCHES –	Sanctuary Seating	3
	Church Suppers	12
COUNTRY CLUBS – PRIVATE	Dining Room	10 GPD/seat
	Snack Bar	10 GPD/seat
	Locker & Showers	20 GPD/locker
DENTISTS		200 GPD/Chair plus 35 GPD/Staff Member
DOCTOR’S OFFICES		250 GPD/Doctor
DOG KENNELS		50 GPD/kennel
DWELLINGS, PER BEDROOM – (2 bedroom minimum system)		150 GPD/Bdrm
	Rooming Houses – With Meals	60
	Rooming Houses – Without Meals	40
FACTORIES (Exclusive of Industrial Waste)		
	Industry Without Cafeteria or Showers	20
	Industry With Cafeteria, No Showers	25
	Industry With Cafeteria and Showers	35
	Warehouses	35

CHAPTER IX – SEWER USER CHARGE ORDINANCE

APPENDIX E (Cont'd.)

Table 1008-1 Unit Design Flow Figures

(in Gallons per Day Per Person unless otherwise noted)

FIRE STATIONS	Without full-time employees; Without floor drains or food preparation	5
GYMS -	Participant Spectator	10 3
HAIRDRESSERS		150 GPD/Chair plus 35 GPD/Operator
HOSPITALS (Per Bed Space)		200 GPD/Bed
HOTELS AND MOTELS –		
	If plan shows that only one Double bed can be accommodated	100 GPD/Room
	All other	200 GPD/Room
INSTITUTIONS OTHER THAN HOSPITALS (per Bed Space)		135 GPD/Bed
LAUNDROMATS, COIN-OPERATED		500 GPD/Machine plus toilet waste
MANUFACTURED HOUSING PARKS (per site)		Figure on basis of bedrooms
MOTELS, see HOTELS		
NURSING HOMES (Per Bed Space)		125
OFFICE BUILDINGS –	Without Cafeteria With Cafeteria Unspecified Office Space	15 20 15 GPD/100 square feet
PICNIC PARKS –	Toilet Waste Only With Bathhouses, Showers and Toilets	5 10
RESTAURANTS –	Eat in, plus toilet and kitchen waste Eat in, paper service, plus toilet And kitchen waste Kitchen waste only Bars and lounges Function Rooms	40 GPD/Seat 20 GPD/Seat 3 20 GPD/Seat plus 35 GPD/Employee 12
SCHOOLS -	Boarding Day, Without Gym, Cafeteria or Showers Day, Without Gyms or Showers, with Cafeteria Day, With Gyms, Showers and Cafeteria	100 10 15 25

CHAPTER IX – SEWER USER CHARGE ORDINANCE

APPENDIX E (Cont'd.)

Table 1008-1 Unit Design Flow Figures

(in Gallons per Day Per Person unless otherwise noted)

SERVICE STATIONS		75 GPD/Island, plus flows from Bays, if any. 125 GPD/Bay
	With Bays	
SHOPPING CENTERS, STORES		
	Dry Goods	5 GPD/100 square feet
	Supermarkets w/Meat	
	Dept. w/o Garbage Grinder	7.5 GPD/100 square feet
	Supermarkets w/Meat	
	Dept. w/Garbage Grinder	11 GPD/100 square feet
	Dry Goods Stores in Shopping Centers	100 GPD
SKATING RINKS, see GYMS		
SKI AREAS –	Without Cafeteria	10
	With Cafeteria in Warming Hut	15
SWIMMING POOLS (Public or Private with Guests)		1000 GPD/800 square ft
TENNIS COURTS	250 GPD/Court	
THEATERS		3 GPD/Auditorium Seat
TOWN HALLS –	Total Seating Capacity	5
TOWN OFFICES –	Office Employees	15
	Transients	5
TRAVEL TRAILER PARKS, see CAMPS		
WORKERS – Construction (At temporary camps)		50
	Day, at Schools and Offices	
	Without Cafeterias	15

Wastewater Facilities Plan Update

Town of Londonderry

_____ 2024

Kevin Garvey, PE



Background

Planning

- A Sewer Facilities Plan was prepared for the Town in the late 1970's
- An update to the Facilities Plan was completed in 2005
- This update is necessary to take into consideration development and changes that have occurred since 2005

Reasons for Update: Finance Method/ Needs Requirements

- No Sewer related costs are drawn from General Fund
- All Sewer related costs are drawn from the Sewer Enterprise Fund. **No impact on Tax Rate**
- Sewer Enterprise Fund Sources of Income:
 - Rate Payers - Existing sewer customers pay quarterly sewer user charges
 - Sewer Access Fee – Developers pay onetime fees based on the design flow they will contribute to the sewer system
- Both Sources of Income need periodic review to assure sufficient income is collected.
- Rate Payers contribution, straight forward, predictable and reviewed quarterly
- Sewer Access Fee contribution, relies on much more complicated process with many variables that can change over time.
- This Facility Plan update is necessary to:
 - take into consideration development since 2005,
 - evaluate existing and future wastewater collection and treatment needs,
 - **assure the accuracy of the Access Fee determination process, and**
 - **assure adequate funding is collected to address these needs.**

Current Sewer Access Fee Schedule

Two-tiered System

Town of Londonderry

Adopted May 21, 2007

Title IV – Health, Safety & Welfare

CHAPTER IX – SEWER USER CHARGE ORDINANCE (Proposed May 7, 2007)

APPENDIX A

RATE SCHEDULE

The following charges are set for the users of the Town of Londonderry's wastewater facilities

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Residential Unit:	\$3,467.00	\$ 500.00
Commercial/Industrial:	\$16.51/GPD	\$3.00/GPD (North Londonderry) \$8.00/GPD (South Londonderry)

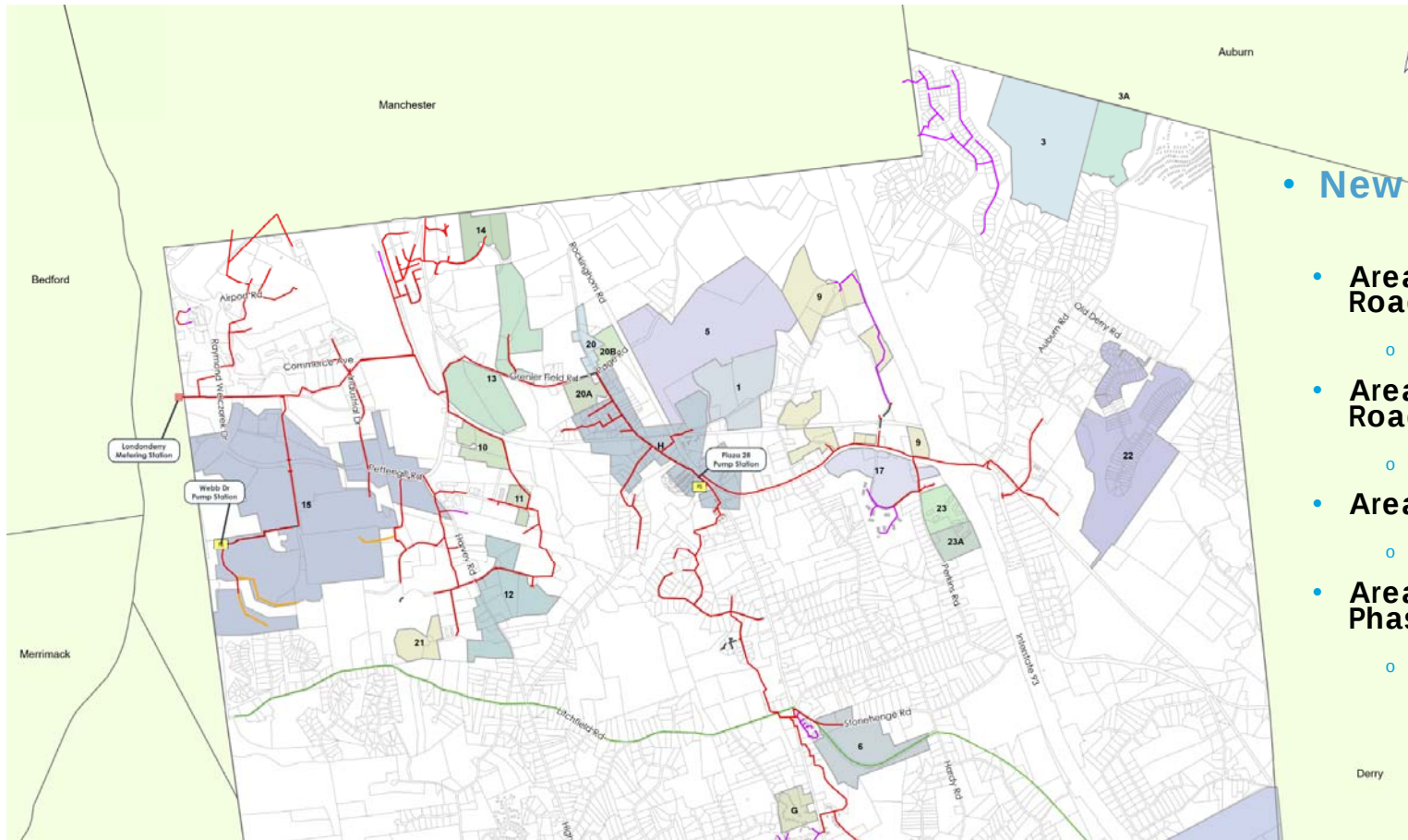
GPD = gallons per day

Background

Methods & Guidelines

- Worked continuously with our consultant, Wright Pierce Engineers using 2005 Facilities Plan as a reference point
- Future wastewater needs are based on the Town's 2013 Comprehensive Master Plan and numerous meetings with Developers, Town staff, and our Consultant through 12-31-23
- Updated identified existing and potential growth areas for next 10 to 20 years
- Town sewer to serve industrial, commercial and, when possible, new high-density residential growth areas
- It is not intended to extend Town sewer to existing subdivisions with lots sizes of 1-acre or larger

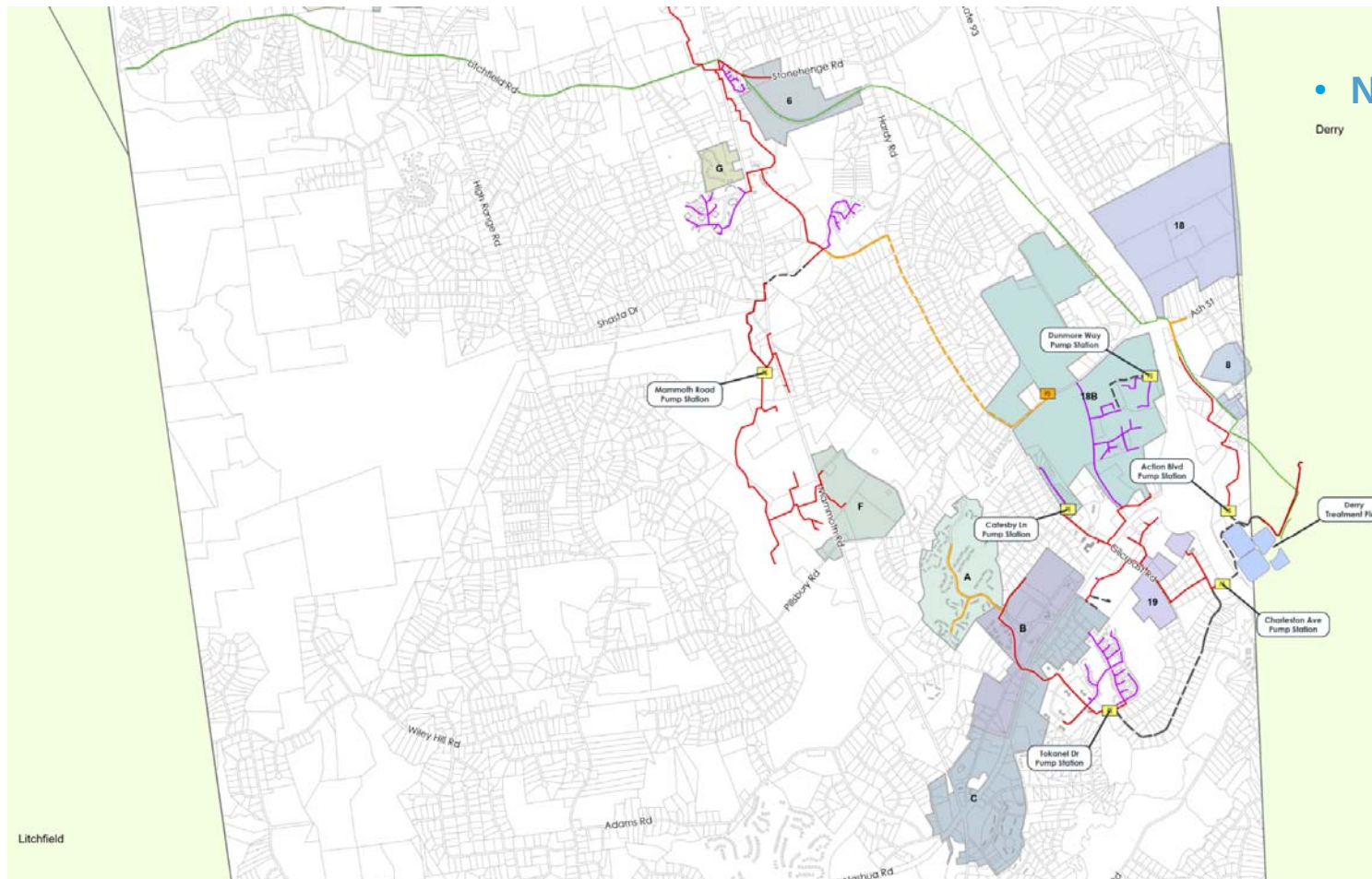
Development (Growth) Areas (Part 1)



• New Growth Areas Since 2005

- **Area 20A – Mammoth Road/Grenier Field Road**
 - projected flow: 11,430 GPD
- **Area 20B – Mammoth Road/Page Road**
 - projected flow: 8,400 gpd
- **Area 22– Lorden Commons**
 - projected flow: 21,430 GPD
- **Area 23/23A – Wallace Farms Phases 1 and 2**
 - projected flow: 22,700 GPD

Development (Growth) Areas (Part 2)



- **New Growth Areas Since 2005**

- **Area 18 – Woodmont Common east of I-93 (Exit 4A)**
 - Increase of 59,000 gpd in projected flow from 2005 Plan
- **Area 18B – Woodmont Common west of I-93**
 - largest new growth area
 - projected flow: 411,000 GPD

Significant Changes from 2005

Areas Developed Since 2005

- Area 4- First Phase of Mill Pond
- Area 7 – Whittemore Place and Trail Haven Estates
- Area 16 – Crestview Circle
- Area D – The Nevins
- Portions of areas:
 - 6 – Stonehenge Rd.,
 - 9 – Jack’s Bridge Rd.,
 - 10 – Planeview Dr.,
 - 11 – Delta Dr.,
 - 13 – Webster Rd.,
 - 14 - Akira Way,
 - 15 - Pettengill Rd. Commerce Park,
 - 18B- Woodmont West,
 - 19 - Hannaford Plaza,
 - 21 - Wentworth Ave,
 - 22 – Lorden Commons,
 - 23 – Wallace Farms, Phase 1

Significant Changes from 2005 (continued)

Completed Sewer Upgrades – Sewer Extensions Identified in the 2005 Plan and paid for by Developers and/or with previously collected Sewer Access Fees

- Tokanel Drive Pump Station and force main (2005)
- Action Boulevard Pump Station replacement (2008)
- Portions of South Londonderry Interceptor - South of NH Rt.102 (2004-2015)
- Webb Drive interceptor sewer/force main/pump station (completed in 2017)
- Plaza 28 Pump Station and force main replacement (2019)
- South Londonderry interceptor sewer extension (2019)
- Town has taken over sewer system in Mill Pond development (2023)



Top: Webb Drive Pump Station Construction

Bottom: Tokanel Drive Pump Station Construction



Access Fee Determination

Determine Development Area Current Status and Future Flow Projections

- Every Development Area from 2005 Report reviewed in detail.
- Projected flows from new growth areas not identified in 2005 Plan were developed
- Detailed summaries were prepared for each currently identified growth area including acreage, projected flow, and building type.

TABLE 5-1
ACCESS FEE CALCULATIONS

		Town Participation	
Treatment Related Costs:			
	Manchester WWTF Upgrades	\$10,000,000	
	Cost to buy from 275,000 to 750,000 gpd in Dairy	\$2,101,000	
	Subtotal	\$12,101,000	
Growth Areas:		Potential Town Participation	Proposed ADF (gpd) excluding I/I
Area 1	Sanborn Road	\$0	45,780
Area 3	Mill Pond #2	\$0	285,650
Area 3A	Mill Pond #3	\$0	12,490
Area 5	Page Road	\$0	63,693
Area 6	Stonshenge Road	\$0	5,040
Area 8	Hillside Drive	\$0	13,300
Area 9	Jacks Bridge Road	\$0	60,247
Area 10	Plainsview Drive	\$0	13,300
Area 11	Delta Drive	\$0	4,200
Area 12	Aviation Park Drive	\$0	51,900
Area 13	Webster Road	\$0	70,000
Area 14	Alora Way	\$0	7,700
Area 15	Pattengill Road Commerce Park	\$1,540,000	179,100
Area 17	Vista Ridge Drive	\$0	31,290
Area 18	Woodmont East	\$0	220,000
Area 18B	Woodmont West	\$3,900,000	362,969
Area 19	Hannaford Plaza	\$0	38,430
Area 20	Mammoth Road North Extension	\$0	9,800
Area 20A	Grenier Field Road	\$0	9,030
Area 20B	Mammoth Rd and Page Rd	\$0	8,400
Area 21	Wentworth Avenue	\$0	7,700
Area 22	Lorden Commons	\$0	17,430
Area 23	Wallace Farms, Phase 1	\$0	13,524
Area 23A	Wallace Farms, Phase 2	\$0	4,200
Area A	Century Village	\$2,000,000	0
Area B	South Londonderry Interceptor North of Route 102	\$0	12,250
Area C	Portion to Dairy Only	\$0	2,800
Area F	Town Rec. Village and Center Common (1)	\$0	0
Area H	North Village Artisan District	\$0	26,000
	Subtotal	\$7,440,000	1,549,600
	Total	\$19,541,000	
	Less Est. Revenue from Existing Units in Areas A, B, and C	\$671,700	
	Remaining	\$18,869,300	

Footnotes for Table 5-1:

(1) Assumes new residential flows in Area F will not be realized in the next 10 years.

Access Fee Determination (Cont'd)

Summary of Costs Estimates for Future Facilities

- Treatment Related Costs
 - Manchester Upgrades: **\$10,000,000**
 - Derry Capacity Purchase: **\$2,101,000***
- Sewer Interceptor Facilities
 - Potential Projects **\$7,440,000**
- TOTAL **\$19,541,000**
- Less Estimated Revenue from Existing Units: **\$571,700**
- Remaining Costs: **\$18,969,300**
- Projected increase in Sanitary Flow: **1,549,600 gpd**
- Access Fee: Cost per gallon: **\$12.24/gpd**

TABLE 5-1
ACCESS FEE CALCULATIONS

		Town Participation	
Treatment Related Costs			
	Manchester WWTF Upgrades	\$10,000,000	
	Cost to buy from 275,000 to 750,000 gpd in Derry	\$2,101,000	
	Subtotal	\$12,101,000	
Growth Areas		Potential Town Participation	Proposed ADF (gpd) excluding I/I
Area 1	Sanborn Road	\$0	45,780
Area 3	Mill Pond #2	\$0	265,650
Area 3A	Mill Pond #3	\$0	12,490
Area 5	Page Road	\$0	63,693
Area 6	Stonewinge Road	\$0	5,040
Area 8	Hillside Drive	\$0	13,300
Area 9	Jacks Bridge Road	\$0	60,247
Area 10	Plainsview Drive	\$0	13,300
Area 11	Delta Drive	\$0	4,200
Area 12	Aviation Park Drive	\$0	51,300
Area 13	Webster Road	\$0	70,000
Area 14	Alexa Way	\$0	7,700
Area 15	Pettengill Road Commerce Park	\$1,540,000	178,100
Area 17	Vista Ridge Drive	\$0	31,290
Area 18	Woodmont East	\$0	230,000
Area 18B	Woodmont West	\$3,900,000	362,969
Area 19	Hannaford Plaza	\$0	38,430
Area 20	Mammoth Road North Extension	\$0	9,800
Area 20A	Grenier Field Road	\$0	9,030
Area 20B	Mammoth Rd and Page Rd	\$0	8,400
Area 21	Wentworth Avenue	\$0	7,700
Area 22	Lorden Commons	\$0	17,430
Area 23	Wallace Farms, Phase 1	\$0	13,524
Area 23A	Wallace Farms, Phase 2	\$0	4,200
Area A	Century Village	\$2,000,000	0
Area B	South Londonderry Interceptor North of Route 102	\$0	12,250
Area C	Portion to Derry Only	\$0	2,800
Area F	Town Rec. Village and Center Common (1)	\$0	0
Area H	North Village Artisan District	\$0	26,000
Subtotal		\$7,440,000	1,549,600
Total		\$19,541,000	
Less Est. Revenue from Existing Units in Areas A, B, and C		\$671,700	
Remainder		\$18,969,300	

Footnotes for Table 5-1:

(1) Assumes new residential flows in Area F will not be realized in the next 10 years.

Proposed Sewer Access Fee Comparison

SEWER USER CHARGE ORDINANCE LONDONDERRY, NH RATE SCHEDULE

The following charges are set for the users of the Town of Londonderry's wastewater facilities

Connection Fee: \$ 200 - If the connection includes a new sewer service pipe
\$50 - If an existing sewer service pipe is to be used (transfer of property or change of use)

<u>Current Access Fee:</u>	<u>Properties Developed after Availability of Municipal Sewer</u>	<u>Existing Units</u>
Residential Unit:	\$3,467.00	\$ 500.00
Commercial/Industrial:	\$16.51/GPD	\$3.00/GPD (North Londonderry) \$8.00/GPD (South Londonderry)
	GPD = gallons per day	

<u>Proposed Access Fee:</u>	<u>Properties Developed after Availability of Municipal Sewer</u>	<u>Existing Units</u>
Residential Unit:	\$2,570.00	\$ 500.00
Commercial/Industrial:	\$12.24/GPD	\$3.00/GPD (North Londonderry) \$8.00/GPD (South Londonderry)
	GPD = gallons per day	

THANK YOU

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

DATE: JULY 10,1981
REVISED: MARCH 1991

REVISED: 2021
REVISED: 2023
REVISED: ~~2024~~2025

INTER-MUNICIPAL WASTEWATER AGREEMENT

THIS INTER-MUNICIPAL WASTEWATER AGREEMENT ("Agreement"), made pursuant to RSA 53-A and entered into this the day of August 14, 2023 by and between the Town of Derry, New Hampshire, a municipal corporation in the State of New Hampshire ("Derry"), and the Town of Londonderry, New Hampshire, a municipal corporation in the State of New Hampshire ("Londonderry") (collectively, the "Parties" and each a "Party"), for the purpose of providing wastewater service to Londonderry through the Derry System, for the mutual benefit of Derry and Londonderry thereby serving the public health and welfare of the people of the State of New Hampshire and enhancing the water quality of the Merrimack River and its tributaries.

WITNESSETH:

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

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

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

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

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

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

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

ARTICLE I - OBLIGATIONS OF THE PARTIES

1.1 DERRY TO PROVIDE WASTEWATER SERVICE

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

jurisdiction over said facilities.

1.2 LONDONDERRY TO PAY FOR SERVICE

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

1.3 LONDONDERRY USER CHARGE SYSTEM

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

1.4 DERRY FACILITIES

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

1.5 LONDONDERRY FACILITIES

Londonderry shall provide such wastewater facilities as are required to collect and deliver its wastewater, from within the part of Londonderry to be serviced under this Agreement, through a specific portion Derry owned property in Londonderry and continuing through a specific portion of Derry geographic area to the point of interception with the Derry WWTF influent pumping station located immediately down stream of Londonderry Sewer manhole DL-1., as shown in Appendix A of this document. Londonderry shall be responsible for land acquisition and for the design, construction, maintenance, repair, and operation of all wastewater facilities within the geographic area of Londonderry, and the specific Derry areas referenced above and shown in Appendix A of this document, which is to be serviced by this Agreement.

1.6 LAWS AND ORDINANCES

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

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

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

1.7 INSPECTION

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

1.8 PERFORMANCE

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

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

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

1.9 TEMPORARY DISCONTINUANCE

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

ARTICLE II - GENERAL PROVISIONS AND LIMITATIONS

2.1 LIMITATION ON FLOW AND CHARACTERISTICS

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

Avg. daily maximum flow -	500 750,000 gallons/day
Avg. daily BOD -	300 mg/l
Avg. daily TSS -	370 mg/l

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

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

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

Derry shall accept wastewater from Londonderry in an amount not to exceed to ~~500~~750,000 gallons per day (gpd). Requirements for BOD and TSS shall also be calculated on a per gallon per

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

Derry shall allow a maximum average daily discharge not to exceed 500,750,000 GPD for Londonderry to enter the Derry Wastewater System for final treatment before discharge to the Merrimack River.

Derry will not reserve more than 500,750,000 gpd capacity for Londonderry, which shall include any amounts previously reserved under the temporary discharge from the EPA Tinkham Superfund site treatment facility. However, Derry may allow Londonderry to purchase capacity in excess of 500,750,000 gpd with the approval of the Derry Town Council should Derry, in its sole discretion, determine that additional capacity is available and not required by Derry in accordance with Derry's Wastewater Facility Plan or the Derry Master Plan as may be updated from time to time.

2.2 LIMITATIONS ON POLLUTANTS

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

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

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

- A. No discharge shall contain waters or wastewaters containing toxic, poisonous or radioactive solids, liquids or gases in sufficient quantity, either independently or by interaction with other wastewaters, which may injure or interfere with any part or portion of the treatment works, constitute a hazard to humans or animals, or create any hazard in the receiving waters or the wastewater treatment plant.
- B. No toxic or poisonous substance shall be present in any quantities in excess of the following local limits in milligrams per liter:

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

Chromium, Total	0.7068 mg/l
Nickel, Total	0.3450 mg/l
Cyanide, Total	0.0840 mg/l
Selenium, Total	0.0348 mg/l
Aluminum, Total	48.0 mg/l
Beryllium, Total	0.0098 mg/l
Cadmium, Total	0.0281 mg/l
Mercury, Total	0.0086 mg/l
Molybdenum, Total	0.0174 mg/l
Phenol	163 mg/l

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

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

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

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

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

2.3 SEWER CONSTRUCTION

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

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

2.4 INSPECTION OF FACILITIES AND RECORDS

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

2.5 DEFECTIVE FACILITIES

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

2.6 INDUSTRIAL PRETREATMENT PROGRAM / PERMITS

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

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

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

2.7 TERM OF AGREEMENT: RENEWAL

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

2.8 DISPUTES, ARBITRATION:

Disputes, including but not limited to those related to supply of wastewater service, connection facilities, operation and maintenance, impairment of capacity, and charges and payment, shall be submitted to binding arbitration under the statutory provisions New Hampshire Revised Statutes Annotated Chapter 542. Derry and Londonderry shall submit disputes to arbitration through the American Arbitration Association or other mutually acceptable arbitration service. In the event

that Derry and Londonderry cannot agree on an arbitration service other than the American Arbitration Association, then arbitration shall proceed through the American Arbitration Association.

2.9 TERMINATION FOR BREACH OF AGREEMENT

In the event that Londonderry fails to comply with the terms or conditions of this Agreement, Derry shall give notice of said failure of compliance and Londonderry shall immediately and diligently proceed to cure the default. If Londonderry shall fail to respond with corrective methods or procedure to cure the default for thirty (30) days after said notice, Derry may elect to terminate the Agreement at any time on ninety (90) days written notice to Londonderry. Nothing herein shall be construed as limiting the right of Derry to proceed against Londonderry at law or in equity to enforce all provisions of the Agreement. In the event Derry elects to terminate the Agreement, Derry may by any lawful means at its command take action to terminate continued introduction of wastewater into the System from Londonderry. Until Londonderry's wastewater discharge to the System has been completely terminated, Londonderry shall be required to pay all wastewater charges provided for in Article III of this Agreement.

2.10 TERMINATION OR WITHDRAWAL

Except as provided in section 2.9 above, in the event that either Party fails to comply with the terms or conditions of this Agreement, said Agreement may be terminated at any time following ninety (90) days written notice by either party.

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

ARTICLE III- COSTS AND CHARGES

3.1 USER CHARGES – SEWER RENTS

Derry shall bill Londonderry, no less than quarterly, for all sewer discharged to the System as metered at Londonderry's Action Blvd. and Gilcreast Road stations.

The rate charged for sewer discharged to Derry shall be \$4.65 per hundred cubic feet which includes a 15% surcharge as authorized by NH RSA 149-I:10 I-a. . This rate shall be adjusted each time a new rate for Derry's customers living in Derry is approved. The rate charged under this Agreement shall be increased by the same percentage as the metered sewer rates to customers residing within the Town of Derry are increased. Such increases in the rate charged under this Agreement shall be effective as of the same date on which the increase in rates charged to customers within the Town of Derry is effective at the same rate as any other individual Derry user. Such rates may, at the sole discretion of the Town of Derry, be revised from time to time to ensure

~~adequate cost recovery for the operation, maintenance, and improvement of the Derry System.~~

3.2 BASIC PREMISES FOR FUTURE EXPANSION OF WASTEWATER SYSTEM

Basic premises regarding the intent of this Agreement are:

- A. Londonderry shall be considered as an individual user and subject to all user charges and connection fees as provided for in this agreement.
- B. Londonderry shall pay the total cost of those facilities within its own geographic area that are solely for its own use as shown in, Appendix A of this document.
- C. Londonderry shall pay the total cost of those facilities within Derry or any other town that are solely for Londonderry's use as shown in Appendix A of this document.
- D. Londonderry shall not be subject to any other additional costs or assessments for the expansion of the Derry Wastewater Treatment Plant not assessed to other existing individual Derry users.
- E. Any upgrades of the portion of the Derry wastewater effluent pipeline located in Londonderry will not be subject to additional demands by Londonderry, other than the normal State and local permits. Londonderry shall assist Derry in acquiring necessary easements and where necessitated by eminent domain proceedings will obtain those easements on behalf of Derry. Londonderry shall cooperate in the planning, design, and construction of the expansion or upgrading of the Facilities.

3.3 CAPITAL COSTS Wastewater Accessibility Fees

Londonderry shall pay to Derry, beginning July 31, 2021 and annually each July 31 thereafter, a wastewater accessibility fee for incremental capacity above its initial 200,000 GPD allocation up to its maximum allocation of ~~500~~750,000 GPD. Such increments shall be 25,000 GPD per year as shown in the table below. If, however, in any given month, Londonderry shall exceed its allocated capacity for that year, Londonderry shall pay to Derry the prevailing wastewater accessibility fee charged to Derry customers for the difference between their allocated capacity and their actual metered flow for that month. Londonderry's allocated capacity shall be revised to reflect this additional purchased capacity. Londonderry shall continue to purchase, annually, 25,000 GPD of incremental capacity thereafter until the total ~~500~~750,000 GPD is purchased.

ALLOCATED YEAR CAPACITY (MGD)	Incremental Capacity Subject to WWAF GPD
2021	0.225
2022	0.250
2023	0.275

2024	0.300	25,000 GPD
2025	0.325	25,000 GPD
2026	0.350	25,000 GPD
2027	0.375	25,000 GPD
2028	0.400	25,000 GPD
2029	0.425	25,000 GPD
2030	0.450	25,000 GPD
2031	0.475	25,000 GPD
2032	0.500	25,000 GPD
<u>2033</u>	<u>0.525</u>	<u>25,000 GPD</u>
<u>2034</u>	<u>0.550</u>	<u>25,000 GPD</u>
<u>2035</u>	<u>0.575</u>	<u>25,000 GPD</u>
<u>2036</u>	<u>0.600</u>	<u>25,000 GPD</u>
<u>2037</u>	<u>0.625</u>	<u>25,000 GPD</u>
<u>2038</u>	<u>0.650</u>	<u>25,000 GPD</u>
<u>2039</u>	<u>0.675</u>	<u>25,000 GPD</u>
<u>2040</u>	<u>0.700</u>	<u>25,000 GPD</u>
<u>2041</u>	<u>0.725</u>	<u>25,000 GPD</u>
<u>2042</u>	<u>0.750</u>	<u>25,000 GPD</u>

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

3.4 MONITORING DEVICES

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

3.5 MONITORING PROCEDURES

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

3.6 BILLINGS

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

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

3.7 RECORDS INSPECTION

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

ARTICLE IV – JOINT MEETINGS

Joint meetings between Derry and Londonderry relative to this Agreement may be called by either Town. The requesting Town shall give fourteen (14) days written notice to the other Town of all meetings. The Derry Public Works Director shall cause to be made, kept, and distributed to Londonderry a record of the minutes of each meeting. At a minimum, these meetings shall be scheduled every 5 years.

Derry shall review with Londonderry, at each meeting, all items relating to operation and maintenance of the System, as well as proposed expansions of either or both systems, and shall coordinate and cooperate in implementing reasonable methods and means suggested by

Londonderry by which the cost of operating and maintaining the "System" may be reduced or its efficiency increased, consistent with the operation and maintenance standards required by Derry, the State, and federal authorities.

ARTICLE V - UNIFORM PROVISIONS

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

The Parties shall cooperate fully in fulfillment of this Agreement.

ARTICLE VI – LIABILITY INSURANCE

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

1. Such Insurance shall cover work and operations performed under this Agreement by the Town, its agents, servants, employees, or licensees, as well as failure to perform required work (e.g., clean the Town's collection system to avoid overflows or basement backups) subject to the terms and conditions of the Town's risk pool coverage including, but not limited to, the following features:
 - a. The Town of Derry shall be named as an additional insured covered party as limited to \$1,000,000 for each occurrence and \$2,000,000.00 general aggregate.
 - b. Cover operations including the official use of any and all motor vehicles in the Town of Londonderry.
 - c. Coverage for hazards, including but not limited to collapse of buildings, blasting, and damage to underground property, etc. as outlined in the terms and conditions of the Town's risk pool coverage.
 - d. Include coverage for products and completed operations hazard as outlined in the terms and conditions of the Town's risk pool coverage.
 - e. "Personal" injury coverage as outlined in the terms and conditions of the

Town's risk pool coverage.

- f. Coverage for property damage due to sanitary sewer overflows and/or backups into buildings and basements as outlined in the terms and conditions of the Town's risk pool coverage.
- g. The Town of Derry shall carry like and reciprocal insurance coverage, risk pool coverage or self-insurance of at least the minimum amounts stipulated above, for claims arising from the acts or omissions of Town of Derry officials, employees, or agents.

ARTICLE VII - REOPENING CLAUSE

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

ARTICLE VIII - DEFINITIONS

Unless a provision explicitly states otherwise, the following terms and phrases, as used in this Agreement, shall have the meanings hereinafter designated.

1. Biochemical Oxygen Demand or BOD. The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedures for five (5) days at 20° centigrade, usually expressed as a concentration (*e.g.*, mg/L).
2. Categorical Pretreatment Standard or Categorical Standard. Any regulation containing pollutant discharge limitations promulgated by EPA in accordance with Sections 307(b) and (c) of the Act (33 U.S.C. § 1317) that apply to a specific category of users and that appear in 40 CFR Chapter I, Subchapter N, Parts 405-471.
3. Collection System. A system of pipes that carry wastewater.
4. Commercial User. A person who discharges wastewater from a premises used for financial gain, such as business or industrial use, but excluding residential uses and related accessory uses.
5. Industrial User (or User). A person who discharges industrial wastewater to the POTW.
6. Industrial Wastewater. Any wastewater from any non-domestic source that contains industrial waste, as distinct from sanitary sewage or unpolluted water.
7. May. Means permissive.
8. Medical / Infectious Waste. Means medical/infectious waste as defined by RSA 125-N:2, VIII.

9. MGD. Wastewater flow in millions of gallons per day.
10. NPDES Permit. The National Pollutant Discharge Elimination System Permit as issued by the United States Environmental Protection Agency.
11. Person: Any individual, partnership, co-partnership, firm, company, trust, estate, government entity, or any other legal entity, or their or its legal representatives, agents or assigns. This definition includes all federal state and local government entities.
12. Pharmaceutical Waste. Means a prescription drug, as defined by RSA 318:1, XVII, or a nonprescription or proprietary medicine, as defined by RSA 318:1, XVIII, that is no longer suitable for its intended purpose or is otherwise being discarded.
13. Pretreatment Standards or Standards. Pretreatment standards shall mean prohibited discharge standards, categorical pretreatment standards, and local limits.
14. Publicly Owned Treatment Works or POTW. A “treatment works,” as defined by Section 212 of the Act (33 U.S.C. §1292) that is owned by a State or municipality (as defined by section 502(4) of the CWA). This definition includes any devices or systems used in the collection, storage, treatment, recycling, and reclamation of sewage or industrial wastes of a liquid nature. It also includes sewers, pipes, and other conveyances only if these structures convey wastewater to a POTW wastewater treatment facility. The term also means the municipality that has jurisdiction over discharges to and from such a treatment plant.
15. Radiological Waste. Means radioactive waste as regulated by RSA 125-F.
16. Representative. Any designated agent, group, or board given authority by the Town’s elected body to act on behalf of the Town with the interests, duties, powers of said Town.
17. Residential. Buildings intended for providing full-time living accommodations as opposed to commercial or industrial establishments.
18. Sanitary Sewer. A public sewer that carries liquid and water-carried wastes from residences, commercial buildings, industrial facilities, and institutions, together with minor quantities of ground, storm, and surface waters that are not admitted intentionally.
19. Sewage or Wastewater. The spent water of a community, excluding unpolluted water. Any combination of the liquid and water-carried wastes from residences, commercial buildings, industrial plants, governmental facilities, and institutions, whether treated or untreated that is contributed to the POTW.
20. Sewer. A pipe or conduit that carries wastewater, storm water, groundwater, subsurface water, or unpolluted water from any source.
21. Sewer Use Ordinance. A by-law regulating the use of public sewers and drains, public sewage disposal; the installation and connection of building sewers and garbage disposal units; the discharge of waters and wastewaters into the wastewater facilities; and providing penalties for violations thereof.

22. Shall. Means mandatory.

23. Significant Industrial User.

- a. A user subject to categorical pretreatment standards under 40 CFR 403.8 and 40 CFR Chapter I, Subchapter N; or a user that:
 - i. discharges an average of ten thousand (10,000) gpd or more of process wastewater to the POTW (excluding sanitary, non-contact cooling, and boiler blowdown wastewater);
 - ii. contributes a process waste stream that comprises five (5) percent or more of the average dry weather hydraulic or organic capacity of the POTW treatment plant; or
 - iii. discharges medical/infectious waste, pharmaceutical waste, or radiological waste, if such a discharge has been designated by the municipality as having a reasonable potential for adversely affecting the POTW's operation or performance or for violating any pretreatment standard or requirement; or
 - iv. is designated as such by the POTW on the basis that it has a reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement.
- b. It may be determined that an Industrial User subject to categorical Pretreatment Standards under §403.6 and 40 CFR chapter I, subchapter N is a Non-Significant Categorical Industrial User rather than a Significant Industrial User on a finding that the Industrial User never discharges more than 100 gallons per day (gpd) of total categorical wastewater (excluding sanitary, non-contact cooling and boiler blowdown wastewater, unless specifically included in the Pretreatment Standard) and the following conditions are met:
 - i. The Industrial User has consistently complied with all applicable categorical Pretreatment Standards and Requirements;
 - ii. The Industrial User annually submits the certification statement required in §403.12(q) together with any additional information necessary to support the certification statement; and
 - iii. The Industrial User never discharges any untreated concentrated wastewater.
- c. Upon determining that a user meeting the criteria in Subsection a.i. or a.ii. has no reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement, the Town may at any time, on its own initiative or in response to a petition received from a user, and in

accordance with procedures in 40 CFR 403.8(f)(6), determine that such user should not be considered a Significant Industrial User.

24. Storm Water. Any flow occurring during or following any form of natural precipitation, and resulting from such precipitation, including snowmelt.
25. Total Suspended Solids or TSS. The total suspended matter that floats on the surface of, or is suspended in, water, wastewater, or other liquid, and that is removable by laboratory filtering.
26. Treatment Plant, Treatment Works, or Wastewater Treatment Facility. Any device or system used in the storage, treatment, equalization, recycling or reclamation of wastewater and/or wastewater sludges as defined herein.
27. Wastewater Service. The act of collecting and treating wastewater prior to its discharge to the Merrimack River.

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

TOWN OF DERRY

David Caron, Town Administrator

Witness

~~Charles Foote~~Erin Spencer, Chairperson
Derry Town Council

Witness

TOWN OF LONDONDERRY

Michael Malaguti, Town Manager

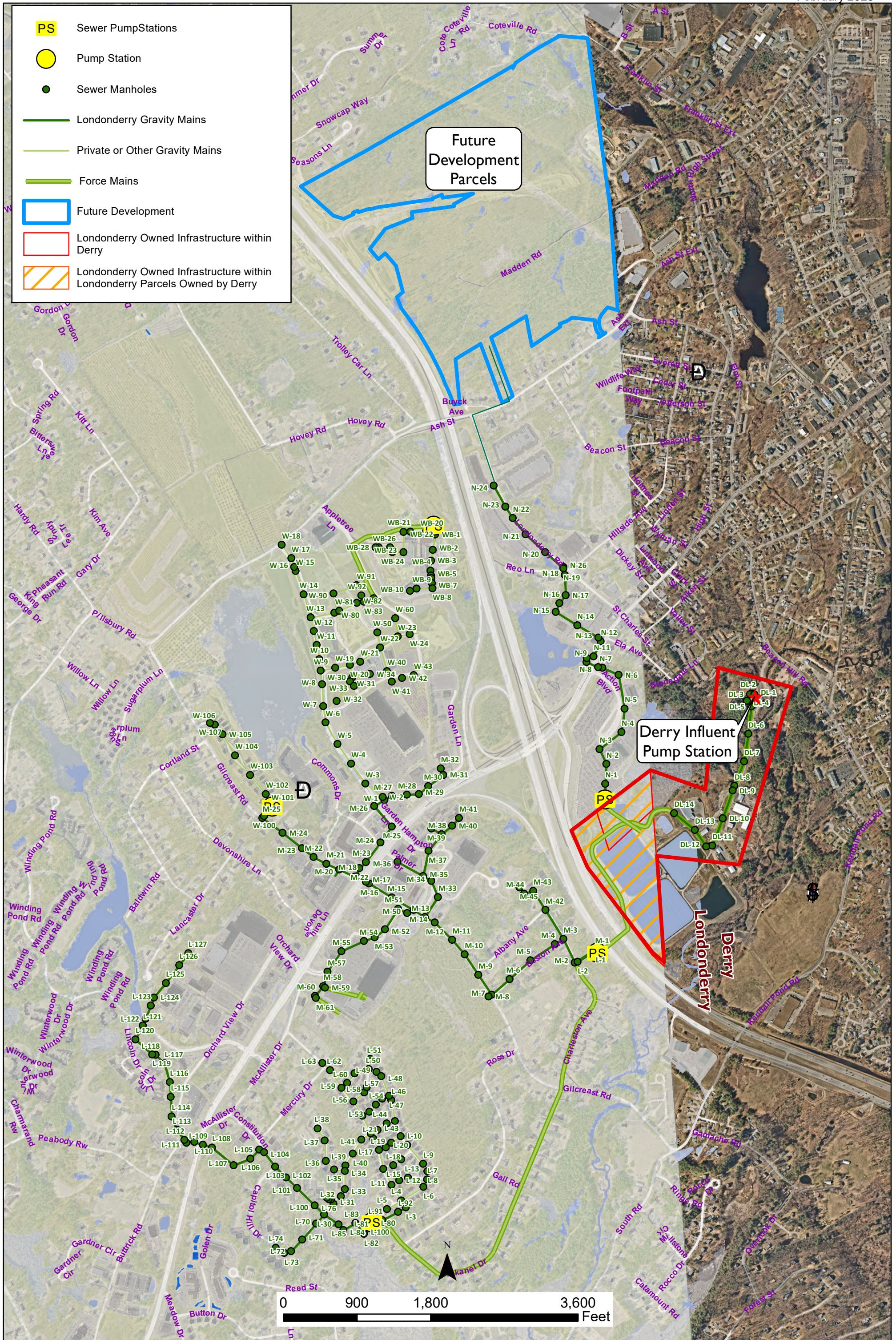
Witness

~~John Farrell~~Chad Franz, Chairperson
Londonderry Town Council

Witness

Appendix A - LONDONDERRY SEWER SYSTEM DISCHARGING TO DERRY WASTE WATER TREATMENT FACILITY

February 2025





Town of Londonderry, New Hampshire

268B Mammoth Road • Londonderry, NH 03053

(603) 432-1100 • londonderrynh.gov

ORDER 2025-11

An Order Relative to

AN EXPENDITURE FROM THE MASTER PLAN CAPITAL RESERVE FUND

WHEREAS the Town of Londonderry, by adoption of Article 18 at the 2008 Town meeting, established the Master Plan Capital Reserve Fund and authorized the Town Council as agents to expend from this capital reserve; and

WHEREAS the purpose of the Master Plan Capital Reserve Fund is to fund updates and revisions to the Town of Londonderry's Master Plan as required by RSA 674:2; and

WHEREAS the Town of Londonderry has incurred \$17,496 in Master Plan support services from the Southern New Hampshire Planning Commission.

NOW THEREFORE BE IT ORDERED by the Londonderry Town Council that the Town Treasurer is hereby directed to disburse \$17,496 from the Master Plan Capital Reserve Fund for the aforementioned purpose.

Ron Dunn – Chair
Town Council

Sharon Farrell – Town Clerk

A TRUE COPY ATTEST:

05/05/2025

Master Plan Capital Reserve Fund

CO#	As of:	Balance:	Less Request:	Expected Balance:
	4/7/2025	\$ 64,891.21	\$ (17,496.04)	\$ 47,395.17

Council Order #	Month	Vendor	Invoice #	Labor Expenses	Direct Expenses	Total Expense
	September	SNHPC	7122	\$ 4,513.97	\$ 31.49	\$ 4,545.46
	October	SNHPC	7142	\$ 3,931.69	\$ -	\$ 3,931.69
	November	SNHPC	7150	\$ 2,762.12	\$ 18.22	\$ 2,780.34
	December	SNHPC	7188	\$ 642.68	\$ -	\$ 642.68
	January	SNHPC	7209	\$ 2,796.75	\$ -	\$ 2,796.75
	February	SNHPC	7223	\$ 2,799.12	\$ -	\$ 2,799.12
	March	SNHPC				
				Total Request CO# :		\$ 17,496.04



Town of Londonderry, New Hampshire

268B Mammoth Road • Londonderry, NH 03053

(603) 432-1100 • londonderrynh.gov

ORDER 2025-07

An Order Relative to

AN EXPENDITURE FROM THE EXPENDABLE MAINTENANCE TRUST FUND

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

WHEREAS five windows in the Londonderry Town Hall, all over 20 years of age, required replacement due to excessive fogging.

NOW THEREFORE BE IT ORDERED by the Londonderry Town Council that the Town Treasurer is hereby directed to expend \$2,450 from the Expendable Maintenance Trust Fund for the aforementioned maintenance costs.

Ron Dunn – Chair
Town Council

Sharon Farrell – Town Clerk

A TRUE COPY ATTEST:

05/05/2025

Description	Vendor	Amount
<u>Replacement of 5 windows due to fogging</u>	Total Glazing Systems, Inc.	\$2,450.00
Some of the windows in Town Hall that are now over 20 years old have lost there seals for the low E glass and have fogged over. Therefore, we replaced 5 of 23 currently identified. 4 in the lower level lobby/hallway and 1 in the Town Managers office.	5 windows 43: x 28 1/4" x 1" installed both parts and labor	\$ 2,450.00
Total Town Council EMTF Order #2025-07		\$ 2,450.00



TOTAL
GLAZING SYSTEMS INC.
COMMERCIAL GLASS & ALUMINUM CONTRACTORS

DATE	INVOICE #
4/28/2025	23261

P.O. NO.

DESCRIPTION		AMOUNT
Furnish & install: (5) @ 43" x 28 1/4" --- 1" insulated units.		2,450.00
Total		\$2,450.00
Balance Due		\$2,450.00



Town of Londonderry, New Hampshire

268B Mammoth Road • Londonderry, NH 03053

(603) 432-1100 • londonderrynh.gov

ORDER 2025-08

An Order Relative to

AN EXPENDITURE FROM THE EXPENDABLE MAINTENANCE TRUST FUND

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

WHEREAS the east, west, and south sides of the Londonderry Town Hall building require wrapping of the pine fascia boards in order to repair excessive weathering and prevent premature replacement.

NOW THEREFORE BE IT ORDERED by the Londonderry Town Council that the Town Treasurer is hereby directed to expend \$8,858 from the Expendable Maintenance Trust Fund for the aforementioned maintenance costs.

Ron Dunn – Chair
Town Council

Sharon Farrell – Town Clerk

A TRUE COPY ATTEST:

05/05/2025

Description	Vendor	Amount
<u>Town Hall fascia wrap</u>	Tri-State Window & Siding Co. Inc.	\$8,858.00
Wrapping of pine fascia board that has become weathered and splintering. This will prevent it from rotting and needing replacement. North side of building was done some time ago and this will complete building on the other elevations.	Total price quoted for all materials, installation, clean up, lump sum	\$ 8,858.00
Total Town Council EMTF Order #2025-08 \$ 8,858.00		



Tri-State Window & Siding Co. Inc.

P.O. Box 1028 | Londonderry, New Hampshire 03053
603-432-1461 | tristate@tristatewindow.com | www.tristatewindow.com

RECIPIENT:

Town Of Londonderry NH

268 Mammoth Road
B
Londonderry, New Hampshire 03053
Phone: 603-234-1906

Estimate #686

Sent on	Mar 28, 2025
Total	\$8,858.00

Customer Message

Good Afternoon Dave,

Please find the quote attached for the fascia repair for the town hall.

Any questions please let me know.

Have a great weekend!

-Devin Brunet 603-396-5420

Product/Service	Description	Total
Fascia Wrapping East Side Of Building	Cost to wrap all fascia boards on east side of building.	\$3,230.00
	Cost to include lift machine, all materials and labor for the job.	
	Match south side of the buildings fascia metal color	
Fascia Wrapping North Side Of Building	Cost to wrap all fascia boards on north side of building.	\$2,100.00
	Cost to include lift machine, all materials and labor for the job.	
	Match south side of the buildings fascia metal color	
Fascia Wrapping West Side Of Building	Cost to wrap all fascia boards on west side of building.	\$3,528.00
	Cost to include lift machine, all materials and labor for the job.	
	Match south side of the buildings fascia metal color	
		Not included
Fascia Wrapping If Done All At The Same Time		\$7,500.00
Total		\$8,858.00

This estimate is valid for the next 30 days, after which values may be subject to change.



Tri-State Window & Siding Co. Inc.

P.O. Box 1028 | Londonderry, New Hampshire 03053

603-432-1461 | tristate@tristatewindow.com | www.tristatewindow.com

Signature: _____

Date: _____

ESTIMATE

Haggar Building and Remodeling
17 Dudley St
Saugus MA 01906

haggarconstruction@comcast.net
+1 (978) 685-0461



Haggar
Building & Remodeling

Londonderry DPW

Bill to
270 Mamouth Rd
Londonderry
NH

Ship to
270 Mamouth Rd
Londonderry
NH

Estimate details

Estimate no.: 2638
Estimate date: 04/23/2025

#	Product or service	Description	Qty	Rate	Amount
1.	Services	Prep and install coil at east side of building Match color to existing Machine rental fees are included	1.00	\$3,400.00	\$3,400.00
2.	Services	Prep and in install coil at north side of building Match color to existing Machine rental fees are include	1.00	\$2,400.00	\$2,400.00
3.	Services	p and install coil at west side of building Match color to existing Machine rental fees are included	1.00	\$3,700.00	\$3,700.00
Subtotal					\$9,500.00
Total					\$9,500.00

Accepted date

Accepted by

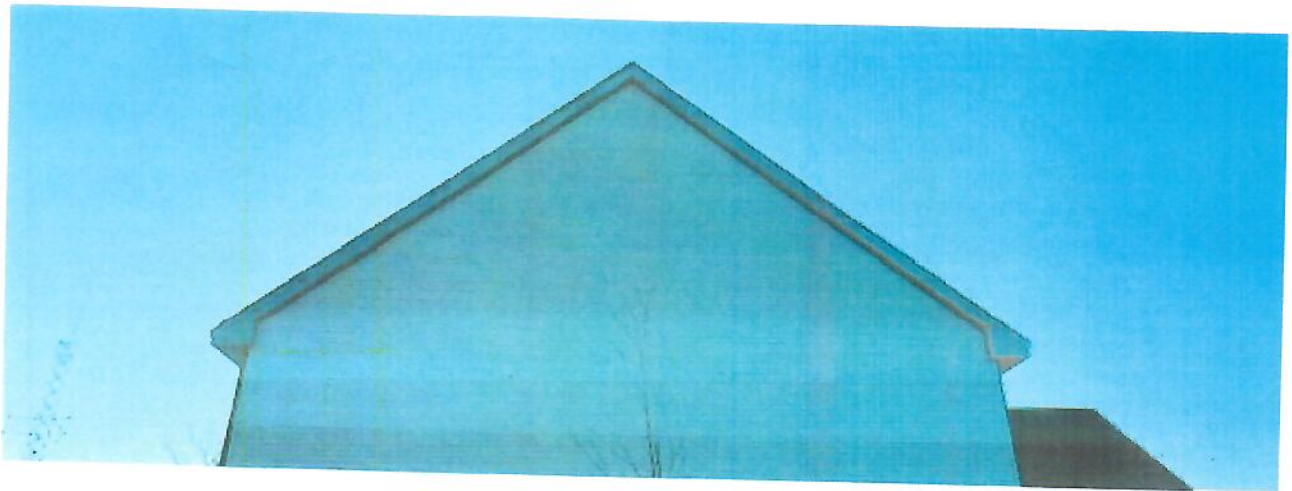
Accurate Dimensions, LLC
 20 Hazen Road
 Bedford, NH 03110

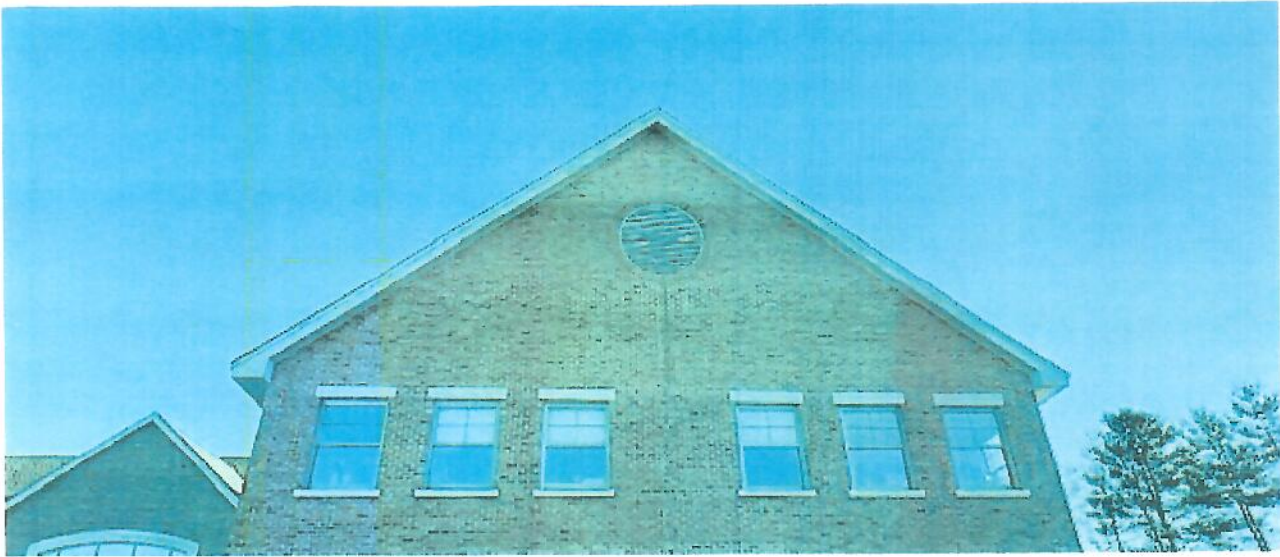
Estimate

Name/Address
Town of Londonderry, NH

Date	Estimate No.	Project
04/24/25	2025-710	

Item	Description	Quantity	Cost	Total
Misc	Wrap all fascia boards on north side of building, cost to include all materials and labor for job and use of the lift machine. Match south side of buildings fascia metal color	1	2,600.00	2,600.00
Misc	Wrap all fascia boards on west side of building, cost to include all materials, labor and lift machine. Will match south side of buildings fascia metal color	1	3,950.00	3,950.00
Misc	Wrap all fascia boards on east side of building, cost to include all materials, labor and lift machine. Match south side of buildings fascia metal color	1	3,300.00	3,300.00
Misc	Fascia Wrapping not included if done at the same time - \$8500.00		0.00	0.00
			Total	\$9,850.00







Town of Londonderry, New Hampshire

268B Mammoth Road • Londonderry, NH 03053

(603) 432-1100 • londonderrynh.gov

ORDER 2025-09

An Order Relative to

AN EXPENDITURE FROM THE EXPENDABLE MAINTENANCE TRUST FUND

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

WHEREAS the humidifier at Central Fire Station failed and was in need of emergency repairs in order to prevent damage to the electronics in Dispatch.

NOW THEREFORE BE IT ORDERED by the Londonderry Town Council that the Town Treasurer is hereby directed to expend \$7,786.81 from the Expendable Maintenance Trust Fund for the aforementioned maintenance costs.

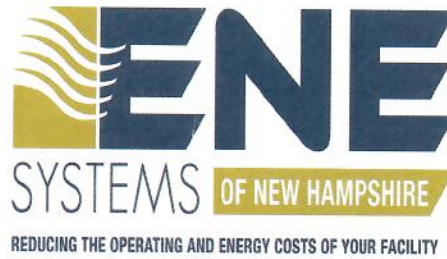
Ron Dunn – Chair
Town Council

Sharon Farrell – Town Clerk

A TRUE COPY ATTEST:

05/05/2025

Description	Vendor	Amount
Central Fire Station emergency repair of humidifier 6 elements of the humidifier had failed and needed replacing. Lead time was little extensive to get parts and we had to get order in due to this unit having extensive control of the dispatcher area which has exhorbinant electronic boards which could be problematic if air is to dry.	Tri-State Window & Siding Co. Inc.	\$7,786.81
	Parts	\$ 5,676.31
	Labor (service call & repair)	\$ 1,980.00
	Truck charge	\$ 130.50
Total Town Council EMTF Order #2025-09		\$ 7,786.81



Invoice 70106

Date: 04/28/25

Bill to: Londonderry Fire Department 280 Mammoth Road Londonderry, NH 03053	Job Address: Londonderry Central F.D. 280 Mammoth Road Londonderry, NH 03053
--	---

Customer Code	Payment Terms	Customer PO Number	Quote	Type	Page
400912	Net 30			T	1
Remarks: Londonderry Central F.D. WO# 421820					

Work Ordered

Humidifier repairs

Description of Work Completed

2/14/2025: JI + BH

Arrived on site and realized we only had one heating element when I needed six to complete the repair since all of them had burst. Will order the remaining five and come back to replace.

3/31/2025: JI + MG Sr

Arrived back on site with remaining heating elements. Dismantled humidifier and cleaned thoroughly. Replaced all 6 heating elements. Filled water back up and checked for leaks, and none found. Humidifier has been shut down remotely and must be turned back on remotely.

Labor & Equipment Used

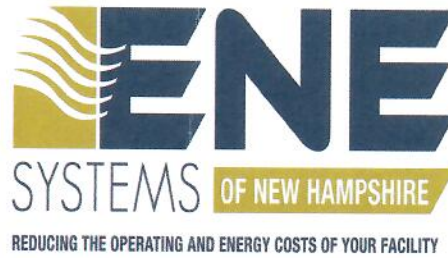
	Sun	Mon	Tues	Wed	Thur	Fri	Sat	Total Hours	Pay Type	Rate	Extension
Week ending 02/15/25	2/9	2/10	2/11	2/12	2/13	2/14	2/15				
Joe Isabelle						2.00		2.00	R	110.00	220.00
Week ending 04/05/25	3/30	3/31	4/1	4/2	4/3	4/4	4/5				
Joe Isabelle		8.00						8.00	R	110.00	880.00
Mike Gagnon		8.00						8.00	R	110.00	880.00

Material Used

Item	Description	Quantity	Unit of Measure	Unit Price	Extension
	gasket	1.00		1,297.75	1,297.75
	Fuses	1.00	EA	138.76	138.76
	element	1.00		738.05	738.05
	Heaters	5.00		700.35	3,501.75

Continued on next page . . .

Tax ID #: 47-4706387



Invoice 70106

Date: 04/28/25

Bill to: Londonderry Fire Department 280 Mammoth Road Londonderry, NH 03053	Job Address: Londonderry Central F.D. 280 Mammoth Road Londonderry, NH 03053
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Customer Code	Payment Terms	Customer PO Number	Quote	Type	Page
400912	Net 30			T	2
Remarks: Londonderry Central F.D. WO# 421820					

Continued from previous page . . .

Other Costs

Truck charge - 3 @ \$43.50

130.50

Invoice Total:

\$7,786.81



Town of Londonderry, New Hampshire

268B Mammoth Road • Londonderry, NH 03053

(603) 432-1100 • londonderrynh.gov

ORDER 2025-10

An Order Relative to

AN EXPENDITURE FROM THE EXPENDABLE MAINTENANCE TRUST FUND

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

WHEREAS the 15-year-old boiler system at Station 1 failed and required immediate emergency replacement.

NOW THEREFORE BE IT ORDERED by the Londonderry Town Council that the Town Treasurer is hereby directed to expend \$67,115 from the Expendable Maintenance Trust Fund for the aforementioned maintenance costs.

Ron Dunn – Chair
Town Council

Sharon Farrell – Town Clerk

A TRUE COPY ATTEST:

05/05/2025

Description	Vendor	Amount
<u>North Fire (Station 1) emergency boilers replacement</u> The 15 year old obsolete boiler had failed with a cracked heat exchange rendering the facility without heat or hot water for a few days till we could act quickly and begin the swap out which took another 4 days of interrupted service. Two new Lochinvar high efficiency boilers were installed and programmed over 5 buisness days. See supportive quote and emails and photo's attached for supportive illustrations.	ENE Systems of New Hampshire	\$67,115.00
	Remove and replace with 2 units, haul away old, parts, labor, materials and clean up.	\$ 67,115.00
Total Town Council EMTF Order #2025-10		\$ 67,115.00



Quote

Date: April 11, 2025

To: Londonderry Fire Department – Station 1

Subject: Replace Two Mod Con 300 boilers with new Lochinvar high efficiency boilers

Dave, our technician Al Williamson was recently working on the Mod Con 300 boiler at Fire Department Station 1 and identified a crack in the heat exchanger. This boiler has met its useful life expectancy and needs replacement. ENE Systems of NH proposes the following to address this work:

Scope of Work

- Shut down, isolate, and drain the boilers.
- Disconnect system piping etc. as needed to allow for the disassembly of the two existing Mod Con 300 boilers in order to remove and dispose of the boilers.
- Disconnect electrical and ATC serving the boilers.
- Furnish and install two new Lochinvar high efficiency condensing boilers.
- Furnish and install a new boiler stacking frame assembly.
- Furnish and install a Lochinvar condensate neutralization kit for each boiler.
- Reconfigure and pipe the flue pipe with new CPVC pipe.
- Reconfigure and reuse existing make up air pipes for the new boilers.
- Reconfigure and pipe new gas feeds to the new boilers.
- Reconnect all line voltage electrical and control wiring to the new Lochinvar boilers.
- Reconnect hot water supply and return pipes.
- Reconnect the gas supply to the boilers.
- Leak test gas piping.
- Verify sufficient combustion air.
- Provide start up and commissioning for the boiler.
- Provide owner training on the new system.
- Manufacturer's warranty is included.

Total Price\$ 67,115.00

The price is based on work being completed during regular time labor hours of 7:30am to 4:00pm.

Assumes electrical supply is sufficient and in good condition.

Roofing work is excluded.

Quote is valid for 30 days.

Please call me with any questions.

Sincerely,

Andy Gamache

The authorized representative for Barber Colman, Siebe, Invensys, Reliable and Schneider Electric I/A Systems

ENE Systems of New Hampshire | 155 River Road, Bow, New Hampshire 03304 | agamache@eneofnh.com | enesystemsnh.com







Re: ENE proposal for replacing boilers at Fire Station 1

From Dave Wholley <dwholley@londonderrynh.gov>

Date Fri 4/11/2025 12:19 PM

To Andy Gamache <agamache@eneofnh.com>

What's the lead time on getting everything in and installed?

Sent from My iPhone

Town of Londonderry

Director of DPW and Municipal Facilities

Dave Wholley

On Apr 11, 2025, at 12:00 PM, Andy Gamache <agamache@eneofnh.com> wrote:

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

Good morning, Dave,

Attached is our proposal to replace the 2 existing Mod Con 300 boilers at Fire Station 1 with 2 new Lochinvar high efficiency condensing boilers. I have also included the highlight flyer for these American made boilers. Please note that your existing Mod Con 300 boilers have a typical life expectancy of 15 to 20 years, so they have reached end of life. Also, I did reach out to our national supplier, and they told me that a replacement heat exchanger for the current Mod Con is not manufactured anymore and there are non-available in old inventory. We could not get a replacement even if we wanted to. I was also told that when there were replacement heat exchangers for those old Mod Cons, that the price was almost equal to a new boiler. This proposal addresses changing both boilers and re-configuring flue, return air and gas piping as the piping connections on the Lochinvar are in different locations compared to the Mod Con 300. Please call or email me with any questions and advise on next steps.

Thanks

Andy

<image001.jpg>

Andy Gamache

Account Manager

155 River Rd

Bow, NH 03304

Office: 603-856-0330

Londonderry Town Council Minutes
Monday, April 7, 2025, 7:00 p.m.
Moose Hill Council Chambers

Meeting Link: <http://173.166.17.35/CablecastPublicSite/show/12767?channel=4>

Attendance: Chair Ron Dunn; Vice Chair Shawn Faber; Councilors Ted Combes, Dan Bouchard, Deb Paul; Acting Town Manager Kim Bernard; Assistant Town Manager & Director of Economic Development Kellie Caron

CALL TO ORDER

Chair Dunn called the Town Council meeting to order at 7:00 p.m. and led the Pledge of Allegiance. K. Caron reported the meeting was being recorded, but not broadcast live.

NON-PUBLIC SESSION

A non-public hearing was scheduled under RSA 91-A:3, II(c) Matters which, if discussed in public, would likely affect adversely the reputation of any person other than a member of this Board.

Vice Chair Faber made a motion to go into non-public session per RSA 91-A:3, II(c). Seconded by Councilor Combes. A roll call vote was taken: Combes - aye, Faber - aye, Dunn - aye, Bouchard - aye, Paul - aye. Motion carried 5-0-0. Chair votes in the affirmative.

The cameras were turned off.

The cameras were turned back on.

Councilor Combes made a motion to come out of into non-public session. Seconded by Vice Chair Faber. A roll call vote was taken: Combes - aye, Faber - aye, Dunn - aye, Bouchard - aye, Paul - aye. Motion carried 5-0-0. Chair votes in the affirmative.

Vice Chair Faber made a motion to seal the minutes until December 31, 2025. Seconded by Councilor Combes. A roll call vote was taken: Combes - aye, Faber - aye, Dunn - aye, Bouchard - aye, Paul - aye. Motion carried 5-0-0. Chair votes in the affirmative.

PUBLIC COMMENT

Chair Dunn opened public comment.

Name: Dennis Martin

Address: 182 Pillsbury Road

Mr. Martin spoke about political signs not being picked up after the election and the amount of trash around Town. Councilor Combes said State law governs political signs and the Town needs to follow that law. Vice Chair Faber referenced the RSA that establishes penalties for signs not being removed in a timely manner. Councilor Bouchard thanked K. Bernard for having the Code Enforcement Officer pick up political signs. Councilor Paul said residents should contact the Code Enforcement Officer to remove signs that are posted illegally.

Name: Kristine Perez

Address: 5 Wesley Drive

Ms. Perez shared a legislative update. She suggested Council contact the municipal association with questions instead of Town counsel, as the Town pays \$29,000/annually for membership in this association.

Name: Doug Thomas

Address: 143 Mammoth Road

Mr. Thomas expressed concern about the Council allowing people to use obscenities at meetings, and asked that order be maintained. Councilor Paul clarified this is a form of free speech. Chair Dunn said this will be addressed at the next Council meeting.

Chair Dunn closed public comment.

Councilor Bouchard said a resident commented on how nice and helpful the staff is at Town Hall.

NEW BUSINESS

Route 28/Sanborn Road Intersection During School Drop-Offs

Councilor Bouchard asked the Acting Town Manager to direct the Police Department to station an officer at Rockingham Road and Sanborn Road during school drop-off times and provided background for this request. Police Chief Bernard agreed this intersection needs coverage, and explained not having adequate personnel to cover all necessary locations in Town. He said this issue will be addressed.

Councilor Combes noted it would have been helpful if the warrant article requesting additional officers had passed at the last election. This section of Route 28 is on the State's ten-year plan and while the Town is lucky a crosswalk light was added, a traffic light is necessary.

They discussed asking DOT about installing sensors to control the traffic lights on Sanborn Road and restricting turns onto Sanborn Road during school drop-off hours. Chief Bernard will follow up on these requests.

OLD BUSINESS

Town Council Rules of Order

The Council discussed moving public comment before the Board committee appointments and reappointments section on the meeting agenda. They discussed adding a second public comment session at the end of the meeting. They discussed allowing the Chair to assign Councilors to committees if there is disagreement about the assignments at the organizational meeting.

Vice Chair Faber made a motion to adopt these changes to the Council Rules of Order.

They discussed the requirement that citizens submit a presentation to have an item placed on the agenda. K. Bernard clarified the rule establishes a deadline for submitting a presentation; it does

not require that a presentation be submitted.

Councilor Bouchard seconded the motion. Motion carried 4-1-0, with Councilor Combes voting in opposition. Chair votes in the affirmative.

Town Council 2025-26 Goals

The Council presented and discussed proposed goals, including:

- work with the Utility Committee on a phased water plan (Dunn)
- obtain monthly budget updates from department heads (Dunn)
- preserve the Town's low tax rate and excellent services (Faber)
- maintain the look and feel of Town (Faber)
- pursue a comprehensive look at traffic (Faber)
- control growth (Paul)
- discuss how funds received for 35 Gilcreast Road will be used (Paul)
- revisit budget and warrant articles (Paul)
- have a joint School Board/Town Council/Library Trustee/Budget Committee meeting in the summer (Paul)
- have separate attorneys for the Council and Town (Paul)
- appoint two councilors as liaisons for union negotiations (Paul)
- evaluate plans for infrastructure, natural resources, and water (Paul)
- prepare for cable fees being cut/eliminated (Paul)
- discuss process to amend the Town Charter (Paul)
- consider potential uses for Town-owned land between the Town Offices and Grange Hall (Combes)
- have a department head present an update at each Council meeting (Bouchard)
- help the community of Londonderry move in a positive manner while listening to the concerns of the residents and facilitate solutions (Bouchard)
- have departments review staffing needs to better serve the community (Bouchard)

K. Bernard suggested the Finance Director or Town Manager provide monthly budget updates. K. Caron noted the Planning Board recently discussed a growth management ordinance. She is looking into impact fees with Town counsel and can present this information to Council. She and her staff are tracking proposed legislation and preparing for potential zoning amendments.

Councilor Combes noted that the Town Charter would need to be changed to enact warrant articles passed last spring and explained the process involved in this.

APPROVAL OF MINUTES

Vice Chair Faber made a motion to approve the minutes of the March 3, 2025, meeting as written. Seconded by Councilor Combes. Motion carried 3-0-2, with Councilors Bouchard and Paul abstaining. Chair votes in the affirmative.

Councilor Combes made a motion to approve the minutes of the March 17, 2025, meeting as written. Seconded by Vice Chair Faber. Motion carried 4-0-1, with Councilor Paul abstaining.

Chair votes in the affirmative.

OTHER BUSINESS

Liaison Reports

Councilor Combes reported on projects discussed at the Heritage Commission meeting.

Councilor Bouchard reported on issues discussed at the ZBA, Library Trustees, Senior Resource, and Traffic Safety meetings.

Acting Town Manager Report

K. Bernard reported the Executive Assistant position in the Town Manager's office has been filled. They are conducting interviews for the Engineering Department. The NHDOT approved reducing the speed limit on Route 102 from Hudson to the Mammoth town line from 55 to 45 mph. They will also be repaving this stretch of Route 102 this summer. In response to a question from Councilor Bouchard, he explained he will address hiring a new Ranger as soon as it can be prioritized.

Assistant Town Manager Report

K. Caron reported the Planning Department is working on land use regulation amendments. The next meeting of the Master Plan Steering Committee is on April 17th.

PUBLIC COMMENT

Chair Dunn opened public comment.

Councilor Combes noted Chair Dunn added a second public comment session without the Council approving this change to the rules.

Name: Glenn Douglas

Address: Not given

Mr. Douglas spoke to public comment being held at the end of the Council meeting. He spoke to the problems with Sanborn Road and noted this topic was not added to the agenda, and that the public should be able to provide input. He spoke in support of holding a joint meeting. He asked when the Trustee of the Trust Fund opening will be filled. Chair Dunn reviewed the process required to fill this position.

Councilor Bouchard said Sanborn Road will be addressed at the next Council meeting.

Name: Patrick El-Azem

Address: 22 Summer Drive

Mr. El-Azem thanked the Council for the discussion about goals. He spoke in support of offering two sessions for public comment.

Chair Dunn closed public comment.

184

185 **ADJOURNMENT**

186 Vice Chair Faber made a motion to adjourn the meeting. Seconded by Councilor Bouchard. Motion
187 passed 5-0-0. Chair votes in the affirmative.

188

189 The meeting was adjourned at 8:27 p.m.

190

191 *Minutes prepared by Beth Hanggeli*

**Londonderry Town Council Minutes
Monday, April 21, 2025, 7:00 p.m.
Moose Hill Council Chambers**

Meeting Link: <http://173.166.17.35/CablecastPublicSite/show/12767?channel=4>

Attendance: Chair Ron Dunn; Vice Chair Shawn Faber; Councilors Ted Combes, Dan Bouchard, Deb Paul; Acting Town Manager Kim Bernard; Assistant Town Manager & Director of Economic Development Kellie Caron

CALL TO ORDER

Chair Dunn called the Town Council meeting to order at 7:00 p.m. and led the Pledge of Allegiance.

PUBLIC COMMENT

Proclamation for National Small Business Week

Vice Chair Shawn Faber read a proclamation for National Small Business Week.

Fire Department Committee of Merit Unit Citation

Acting Fire Chief Fred Heinrich explained that as a result of their response to a motor vehicle accident in December 2023, the Londonderry Fire Department personnel were recognized by the New Hampshire Committee of Merit.

Chair Dunn opened public comment.

Name: Kristine Perez

Address: 5 Wesley Drive

Ms. Perez reported on housing bills being considered by the Legislature. She expressed concern over bills that affect local control over zoning.

Name: Tom Estey

Address: Londonderry resident

Mr. Estey asked about Gilcreast Road and the conservation easement, and where the funds received for the sale of the property should go. The Board explained this item is on the agenda and will be addressed later in the meeting. He asked Councilor Combes about his thoughts regarding a parcel of land near the grange that he expressed at an earlier Council meeting. Councilor Combes clarified he spoke about using it for recreation.

Name: Kristine Perez

Address: 5 Wesley Drive

Ms. Perez spoke about a joint meeting of the Planning Board and Town Council on April 24th, and urged residents and other Boards to attend.

Name: John Farrell

47 **Address:** 4 Hancock Drive

48 Mr. Farrell described poor behavior outside the polls during the recent election. In reference to a
49 comment made at an earlier Council meeting, he said Nashua does not allow profanity at their
50 meetings and could find no towns in New Hampshire that allow this. He spoke to a false charge
51 made against him by Kristine Perez when he was a Councilor. He read a letter from the State
52 regarding the ethics complaint that he filed against Ms. Perez as a result. He suggested everyone
53 needs to rise to a higher level of behavior. He recommended Councilors do their due diligence and
54 not trust everything they hear.

55
56 **Name:** Kevin Smith

57 **Address:** 6 King Phillip Drive

58 Mr. Smith offered a historical perspective on Londonderry's growth, explaining that the current
59 rate of growth is the lowest since the 1920s. He expressed concern over the decrease in the school
60 population, the age of the state's residents, and that young people cannot afford to buy a home in
61 southern New Hampshire. Balance is needed when addressing growth.

62
63 **Name:** Ray Breslin

64 **Address:** 3 Gary Drive

65 Mr. Breslin asked why the sewer rate is being reduced. The Sewer and Solid Waste Committee
66 was not aware of this and should have had the opportunity to review it.

67
68 **Name:** Ken Lynch

69 **Address:** 194 Mammoth Road

70 Mr. Lynch suggested a police officer should be present during the times buses are leaving Sanborn
71 Road and entering Route 28. He recommended conducting a traffic study.

72
73 **Name:** Jonathan Noble

74 **Address:** Noyes Road

75 Mr. Noble expressed concern about the safety of children and buses at the Sanborn Road/Route 28
76 intersection.

77
78 **Name:** Sarah Bernier

79 **Address:** 5 Bartley Hill Road

80 Ms. Bernier expressed concern about the safety of the Sanborn Road/Route 28 intersection. She
81 supported a police officer being present at this location.

82
83 Chair Dunn closed public comment.

84
85 DPW Director Dave Wholley spoke to comments made at the last Council meeting about litter
86 and DPW workers doing nothing at the Transfer Station. He described the working conditions at
87 the Transfer Station and the responsibilities of the workers. The DPW has never provided litter
88 pickup and does not have the resources to do so. The DOT does not pick up litter on State roads.
89 He listed things the Department has done in support of the community and things they cannot do,
90 due to limited resources. He offered an update, including replacing the boiler system at the North
91 Fire Station, conducting roadwork and sidewalk work, burials, personnel, and repairs to the fleet.
92 The Bring Back the Trades Show will be held on April 26. He asked residents to contact him to

93 discuss any concerns they have.

94
95 Councilor Bouchard complimented the workers at the Transfer Station and the DPW. He suggested
96 a solution to cars queueing on the road leading to the Transfer Station before business hours.

97
98 **NEW BUSINESS**

99
100 **Banking Update**

101 Finance Director Justin Campo reported that in response to a recent RFI, the Town will move
102 forward with TD Bank. He reviewed the reasons TD Bank was chosen. The Council commended
103 Director Campo on his work on this project.

104
105 **Purchase of Aerial Ladder / Tower Fire Apparatus in Accordance with 2025 Warrant Article**
106 **No. 14**

107 Chief Heinrich reported the cost of the ladder truck will be less than what was asked for in the
108 warrant article. The build time is four years. Director Campo explained there is an allowance for
109 an increase in cost before delivery, so the additional funds could be used for that. Chief Heinrich
110 said escalators are built into the quote. They will work on obtaining financing before delivery.

111
112 **Ordinance 2025-02: An Amendment to the Municipal Code Relating to the Sewer Use**
113 **Ordinance and Sewer User Charge Ordinance (first reading)**

114 Director of Engineering & Environmental Services John Trottier provided background on this
115 amendment, reviewing the fees customers pay to access the system. The sewer access fee for
116 commercial industrial users is being reduced from \$16.50 to \$12.24 per gallon. The sewer
117 connection fee and user fees will remain the same. The access fee for a residential unit is based on
118 the commercial industrial fee.

119
120 **Discussion on Intersection of Sanborn Road & Rockingham Road (Route 28)**

121 Police Chief Bernard noted the Police Department has received no complaints about this
122 intersection in the last year. He reiterated that they will try to help when they have availability. He
123 reviewed what has been done to access the situation. He would entertain hiring a crossing guard.

124
125 Councilor Bouchard rebutted Chief Bernard's comments and Chief Bernard responded.

126
127 There was a discussion regarding the possibility of adapting the pedestrian crossing signal to be
128 triggered by vehicles, and parking an unmanned police car as a deterrent.

129
130 Councilor Combes noted Route 28 is a State road, so it is up to the State to address issues at the
131 intersection. He supports hiring a crossing guard. The Board discussed the safety of posting a
132 crossing guard at that intersection.

133
134 Chair Dunn opened public comment; there was none.

135
136 **Allocation of Funds from Transfer of 35 Gilcreast Road (007-118-0)**

137 Conservation Commission Chair Marge Badois provided background on the transaction involving
138 35 Gilcreast Road. She urged the Council to use the proceeds from the sale of the development

rights to replace the orchard's conservation value and to boost the Town's permanent protection of open space without putting the cost on the taxpayer. The development rights were sold for \$2,650,000

Director Campo explained Warrant Article 17 to sell the property was non-monetary; therefore, there is no appropriation. Warrant Article 18 was an appropriation for \$750,000, which has been transferred to the Conservation Commission. The remaining \$1.9 million is counted as revenue for the Town, and at year-end will lapse into the undesignated fund balance. It could be appropriated via a warrant article next year.

Discussion followed regarding the land use tax and how land could be purchased by the Conservation Commission utilizing the \$1.9 million. Conservation Commission alternate Michael Speltz shared information on land protected by conservation easements in the Town.

Mr. Farrell said the taxpayers are expecting tax relief from the \$1.9 million, which the Council can give out of the UFB.

OLD BUSINESS

Website Migration Recap

Kirsten Hildonen offered an update on the website migration project. She reviewed the location of specific items on the website, including archived documents, and how to receive notifications.

Town Council Public Comment Rules Language

Councilor Bouchard asked why verbiage regarding citizens refraining from using profanity or vulgar language or gestures was not included in the Public Comment section of the policies and procedures. Ms. Hildonen explained the Council voted to remove it. The Council agreed to reintroduce it into the policy.

Councilor Bouchard made a motion to put back "Citizens should refrain from using profanity or vulgar language or gestures." Seconded by Vice Chair Faber. Motion carried 5-0-0. Chair votes in the affirmative.

Ms. Hildonen will add this language and post the new version.

APPROVAL OF MINUTES

Add the Councilor's name to each goal listed. On line 44, change K. Caron to Acting Town Manager Bernard. On lines 84-87, content is missing. Ms. Hildonen asked that Council Bouchard send her suggested edits via email. She will make the changes and present a revised copy to the Council for approval.

Approval of the April 7, 2025, minutes was tabled until the next meeting.

OTHER BUSINESS

Liaison Reports

Vice Chair Faber said Ms. Hildonen gave a presentation on 91-A to the Budget Committee and Chair Liz Thomas of the Library Trustees.

Councilor Combes met with the Interim Airport Director. They are developing their Master Plan for the 10-year plan for 2026. He shared information on spring vacation parking.

Councilor Combes reported on events and a literary magazine sponsored by the Londonderry Arts Council.

Councilor Paul commended Recreation on the work they do, as well as the contribution of volunteers. She is examining a wish list of five things that are not in the Rec budget.

Councilor Paul reported on roadside cleanup sponsored by Beautify Londonderry. They would like to place a display in the foyer of the Town Hall through October with materials for the roadside cleanup. They offered to attend the May 5th Council meeting to present information about this.

Chair Dunn reported the Conservation Commission spearheaded the installation of a boat launch at Scobie Pond.

Acting Town Manager Report

Mr. Bernard offered the Town Manager report. He commended Ms. Hildonen for her work on the website migration.

Assistant Town Manager Report

Ms. Caron offered the Assistant Town Manager report.

PUBLIC COMMENT

Chair Dunn opened public comment.

Name: Tony DeFrancesco

Address: 1 Cheshire Court

Mr. DeFrancesco commented on the new website and commended everyone involved in the project. He commended the Council on the changes made to the meeting rules. He noted that the warrant article for extra patrol officers was voted down. He supported adding a crossing guard to the Sanborn Road/Route 28 intersection. He suggested petitioning the State for signage on Route 28 warning of the presence of a crossing guard and slower speeds at certain times of day.

Name: Kevin Smith

Address: 6 King Phillip Drive

Regarding 35 Gilcreast Road, Mr. Smith said the Council does not have the authority to make a decision that goes against what the voters passed via two warrant articles. It was made clear at that time that the Conservation Commission would receive a portion of the proceeds and the rest would go to tax relief for the taxpayers. Councilor Paul spoke to the warrant articles and the choice that was given to the voters.

231 **Name:** John Farrell

232 **Address:** 4 Hancock Drive

233 Mr. Farrell clarified Mr. Smith's comments, and provided historic background on 35 Gilcreast
234 Road. He noted any easement can be challenged and brought to the ballot. He urged the Council
235 to educate themselves and not believe what they are told.

236
237 DPW Director Dave Wholley provided an update on Lions Hall, stating that the structural
238 engineers are compiling data and will present a report in the near future.

239
240 Chair Dunn closed public comment.

241
242 **MEETING SCHEDULE**

243
244 May 5, 2025; Moose Hill Council Chambers; 7 p.m.

245 May 19, 2025; Moose Hill Council Chambers; 7 p.m.

246
247 **ADJOURNMENT**

248 Councilor Combes made a motion to adjourn the meeting. Seconded by Vice Chair Faber. Motion
249 passed 5-0-0. Chair votes in the affirmative.

250
251 The meeting was adjourned at 9:30 p.m.

252
253 *Minutes prepared by Beth Hanggeli*