

Charles Evans and Evans Family, LLC
DW 24-068

Petition for Franchise and Exemption from Regulation
Responses to DOE Data Requests – Set 1

Date Request Received: 7/23/24
Request No. DOE 1-1

Date of Response: 8/2/24
Witness: Charlie Evans

REQUEST: Re: Proposed Sewer Main

Please indicate the following regarding the proposed sewer main:

- a) The current status of construction.
- b) What entity is doing the construction.
- c) When the main is anticipated to be completed and in service.

RESPONSE:

- a) The sewer main is about two-third's constructed across lot 17-45, and we anticipate hooking up to the Sanborn road end in a couple of weeks.
- b) M.R. Evans Excavation from Londonderry, New Hampshire.
- c) We anticipate having the sewer main complete and to the property line of 13 Page Rd by the mid-fall of this year, we don't anticipate any flow until Rhino completes the building on 13 Page Rd in early 2025.

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Responses to DOE Data Requests – Set 1

Date Request Received: 7/23/24
Request No. DOE 1-2

Date of Response: 8/2/24
Witness: Charlie Evans

REQUEST: Re: 13 Page Road Property (Lot 17-27)

Please indicate the following regarding this property:

- a) The current status of warehouse construction.
- b) What entity(ies) will construct, own, operate, and/or do business in the warehouse.
- c) When the warehouse is anticipated to be open for business.
- d) Whether the petitioners will own any sewer main or associated facilities on this property.
- e) Whether the owner of the property is RHINO Capital Advisors (Petition p. 2, para 3), RHINO Page Road Owner LLC (Attachment B, RHINO Property Tax Card), or other.
- f) Whether your agreement to provide sewer service to the property as part of the sale is in writing, as suggested by the last sentence of paragraph 3 on page 2 of the petition. If so, please provide a copy of the document containing that commitment.
- g) The extent to which a widening or realignment of Page Road was required in conjunction with development of the property, including what entity bore or will bear the cost of same.
- h) Whether you were, or will be, reimbursed by RHINO or any other entity for any portion of the proposed sewer main.

RESPONSE:

- a) Rhino states that construction is ongoing. Foundations are nearing completion and steel is scheduled for delivery and installation in August of 2024. Building completion is on-track for late Q1 2025 delivery.
- b) We are not involved in the construction of the warehouse and will not own, operate or do business in the warehouse. According to Rhino, construction is being overseen by PROCON, Inc.. Ownership will be by Rhino Page Road Owner, LLC. Rhino Page Road Owner, LLC will also operate the warehouse. Anticipated business in the warehouse is Beacon Roofing Supply.
- c) April 2025.
- d) We will not own any sewer main or associated facilities on the 13 Page Road property. According to Rhino, Rhino Page Road Owner, LLC will own the service line.
- e) Rhino Page Road Owner, LLC.
- f) Yes, see the Purchase and Sale agreement (Attachment DOE 1-2f) (page 18-19).

g) **Widening:** an easement was granted by Rhino (Attachment DOE 1-2g) to the Town that gives the Town access to the property should the Town elect in the future to widen the road by virtue of adding a right-hand turning lane. That cost would be borne by the Town.

Realignment: As part of this project approval, the seller Charlie Evans was required to repave the portion of Page Rd. from Rockingham Rd. past the entry of the 13 Page Rd. site. That included realignment of the road, which would be captured by Charlie's approved plans for this paving scope.

h) Partial reimbursement is contained in the Purchase and Sale agreement at page 19.

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Responses to DOE Data Requests – Set 1

Date Request Received: 7/23/24
Request No. DOE 1-3

Date of Response: 8/2/24
Witness: Charlie Evans

REQUEST: Re: Property at 280 Rockingham Rd and 14 Page Road (Lot 17-45)

- a) The lot is a large (214 acre) lot extending all the way to the I-93 corridor to the east, and to Sanborn Road further to the east of 11 Sanborn Road (lot 15-164). Please indicate what portions of the lot may ultimately be served by the proposed sewer.
- b) Please confirm that future sewer customers will be commercial in nature (petition p. 7, para. 15), and that no residential development is contemplated on the portions of the lot to be served by the proposed sewer.
- c) Please confirm that future sewer customers on the portions of the lot to be served by the proposed sewer may be either buyers or tenants (petition p. 7, para. 15). Please also indicate whether one is more likely than the other.
- d) Over what time frame do you anticipate full build out of the portion of the lot to be served by the proposed sewer?
- e) To the extent different than above, over what time frame do you anticipate the Town of Londonderry taking over the proposed sewer (paragraph 33 on page 14 of the petition indicates ownership of the main by the petitioners “is expected to be of short duration”; see also discussion at end of paragraph 11 on petition page 6)?
- f) Please indicate your general plans for the remainder of the lot (portion not to be served by the proposed sewer).

RESPONSE:

- a) See also the response to f) below. The gravity sewer main will serve about 50 acres of the parcel. The remainder of the parcel has a 20-acre conservation easement on the portion from I-93 to the point where the property widens out. Looking on the vicinity map, land lying near Rockingham Road line will be served by the gravity sewer main.
- b) The acreage of the parcel subject to the proposed gravity fed sewer main extension is zoned industrial, therefore no residential development will be connecting to the proposed sewer main.
- c) We do not anticipate providing service to tenants. We anticipate providing sewer service to industrial customers who purchase lots.

d) We expect to meet the 50% development of the drainage area within 8 to 10 years. At that point, we will trigger the 50% threshold for the Town of Londonderry to acquire the sewer assets.

e) See response to d).

f) About 25 acres in a section zoned multi-family along Sanborn Road, east of the school property, will be developed in the future but will tie into the Town's sewer mains. This part of the property will not be served by the proposed sewer main.

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Responses to DOE Data Requests – Set 1

Date Request Received: 7/23/24
Request No. DOE 1-4

Date of Response: 8/2/24
Witness: Charlie Evans

REQUEST: Re: Property at 11 Sanborn Road (Lot 15-164): Please confirm this lot was connected to the Town of Londonderry sewer in Sanborn Road prior to your purchase of the lot, and will have no sewer service connection to the proposed sewer main itself (see top of p. 4 of petition).

RESPONSE: That is correct. This lot is already connected to the Town's sewer main and therefore does not need to be connected to the proposed sewer main extension. We needed the lot to connect the main extension on the larger 214-acre parcel to the Town's sewer main.

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Responses to DOE Data Requests – Set 1

Date Request Received: 7/23/24
Request No. DOE 1-5

Date of Response: 8/2/24
Witness: Charlie Evans

REQUEST: Re: Service to Other Properties

- a) What would be your response if other entities on Page Road to the east of the proposed sewer main requested sewer service under your ownership of the main?
- b) Evans Family Limited Partnership owns land across Rockingham Rd from Lot 17-45. To what extent is service from the proposed sewer main to that or any other property on the west side of Rockingham Road a possibility?

RESPONSE:

- a) We would be open to discussing adjacent property owner's needs to interconnect with our sewer main extension, however, it would likely be more expensive for them to install a service line and then pay Town of Londonderry sewer fees than to overhaul their septic systems.
- b) There are no plans to connect that property to the sewer main extension on the 214-acre parcel. Further, it is not within the elevation range of the proposed gravity fed sewer main.

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Responses to DOE Data Requests – Set 1

Date Request Received: 7/23/24
Request No. DOE 1-6

Date of Response: 8/2/24
Witness: Charlie Evans

REQUEST: Re: Alternate Sewer Routings

a) On page 2 of the petition, the second sentence of paragraph 4 indicates “the closest municipal sewer line to 13 Page Road is on Sanborn Road”. However, Attachment C (Town of Londonderry Existing Sewer Service Map) appears to indicate an even closer potential point of connection at the intersection of Grenier Field and Mammoth Roads. Please comment on why this seemingly shorter route was not chosen to serve the 13 Page Road property.

b) The chosen route is essentially a cross-country main. In this regard please indicate:

1. Why this route was chosen vs running, for example, down the Rockingham Road right-of-way.

2. To what extent the Town of Londonderry has indicated an actual interest in ultimately acquiring this cross-country main located on private property.

3. To what extent ledge was a factor in determining the ultimate routing of the main.

RESPONSE:

a) The “shorter route” is much more expensive due to ledge and its elevation and thus is not a reasonable connection point. There is a low section in the middle which would require construction of a costly pump station.

b) 1) The proposed route takes advantage of gravity so no expensive pump stations need to be constructed.

2) The Town of Londonderry has adopted a resolution to acquire sewer mains once 50% of the drainage area is developed. That resolution is applied equally to all developments and represents the “interest” the Town has in acquiring the proposed sewer main.

3) Please see the response to a) and b).

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Responses to DOE Data Requests – Set 1

Date Request Received: 7/23/24
Request No. DOE 1-7

Date of Response: 8/2/24; 8/13/24
Witness: Charlie Evans

REQUEST: Re: Easements and Access Road

a) Paragraph 8 of Attachment H (Town Sewer Acquisition Resolution 2009-18) indicates a Town of Londonderry requirement for a minimum 30-foot wide sewer easement. However, both the Attachment D plans and Attachment I draft easements reference a 20-foot easement. The fourth and fifth sentences of paragraph 11 on page 6 of the petition attempt to reconcile this discrepancy by reference to “an additional 5 feet on either side” that “adds up to 30 feet”. Please elaborate on where this additional easement width comes from to achieve the required 30 feet.

b) The second from last sentence of petition paragraph 17 on page 8 indicates “The easement deed will be finalized once all local and State permits and approvals are obtained”. Please either provide the final recorded easements, or indicate their current status and what remaining permits and approvals are needed prior to recording.

c) Please confirm the proposed access road (“15 FT WIDE GRAVEL MAINTENANCE DRIVE”) shown on the Attachment D plans will not connect to Sanborn Road.

d) The Attachment D plans do not show the proposed access road connecting to Page Road either. However, the second paragraph on page 2 of Attachment I references use of a temporary easement “until such time as a driveway access to the [permanent] Sewer Easement is established off Page Road”. Please elaborate on:

1. Where this “driveway” will be located.
2. Whether and how it will connect to the 15-wide access road shown on the Attachment D plans.
3. When it is likely to be completed.
4. Whether the “driveway” will have its own permanent easement.

e) Please provide a copy of the “Easement Plan (Map 15, Lot 164 & Map 17, Lot 45), Proposed Sewer Main Extension and Page Road Improvements, 14 Page Road, 280 Rockingham Road and 11 Sanborn Road, Londonderry, New Hampshire” dated October 20, 2023, as referenced in Attachment I; and indicate whether this Easement Plan has been recorded.

RESPONSE:

a) The draft easement and survey plans will be finalized to satisfy the minimum 30-foot easement requirement of paragraph 8 of the Town’s Resolution. The land will come from each side of the noted 20-foot easement; roughly five feet on either side.

b) The easements will not be finalized until PUC approval is obtained. We are only awaiting PUC approval.

c) The 15-foot wide access road will start at Page Road and continue through toward Sanborn Road where it will terminate at a wetland. From the Sanborn Road side, there will be another access road of about 200 feet in length to access a manhole that is on the other side of the wetland.

SUPPLEMENTAL RESPONSE:

d) 1. The “driveway” and permanent sewer line easement can be seen as the red shaded area on Supp. Attachment DOE 1-7(d)1. The “driveway” referenced in the draft easement will ultimately become part of the permanent easement for the sewer main extension. As requested at the August 8, 2024 technical session, the cover page and survey plan sheets 1 through 3 are attached in Supp. Attachment DOE 1-7e.

d) 2. The ‘driveway’ will become part of the permanent easement for the sewer main extension. As-built plans will finalize the location of the easement necessary for the sewer main extension. Again, Attachment I is a draft easement and will need to be edited to comply with the 30-foot minimum width required under the Town’s Resolution governing sewer acquisitions.

d) 3. The driveway will be completed once the sewer line is completed and the easement road is established on top of the sewer facilities. The sewer line is expected to be fully constructed by November 2024, the easement road and driveway will be completed in conjunction with completion of the sewer main or shortly thereafter.

d) 4. No. The driveway is a permanent part of the property; the easement will be over the driveway.

e) Please see the updated latest proposed plans (sheets 1 through 6, plus the cover page) for the location of the final easement/driveway. Supp. Attachment DOE 1-7e. Please note that the redline and greenline edits in Supp. Attachment DOE 1-7d1 have been accepted in Supp. Attachment DOE 1-7e.

The initial denial by the Town of access to more of Page Road fueled the need to file with the Public Utilities Commission for recognition of the sewer main extension as a public utility. The NH DOT utilities manual, which the Town of Londonderry has adopted, allows public utilities a right of access to lay facilities in public roads. The preferred route, noted in green in Supp. Attachment DOE 1-7d1 has been provided to the Town. The Town is waiting for PUC approval of this sewer main extension as a public utility before the Town officially agrees to allow the green preferred route.

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Responses to DOE Data Requests – Set 1

Date Request Received: 7/23/24
Request No. DOE 1-8

Date of Response: 8/2/24
Witness: Charlie Evans

REQUEST: Re: Attachment D Plans

a) Footnote 6 on page 9 of the petition states “There is an inadvertent reference to 10-inch PVS but that is in error, the main is 8-inch PVC”. In this regard:

1. Should “PVS” be “PVC”?

2. The Attachment D plans show just over two thirds of the proposed sewer main as 10-inch, with the remainder 8-inch. Please indicate when and why this was changed.

b) The NHDES approval in Attachment K is for 3,763 LF (linear feet) of 8-inch main. However, the total length of 8- and 10-inch main on the Attachment D plans sums to 3,545 feet, a difference of 218 feet. Please indicate the reason for this difference.

c) To the extent the diameter and/or routing of the proposed main has changed from that shown on the Attachment D plans:

1. Does a more current set of plans exist? If not, please indicate the source of the 3,763 feet of main cited in the NHDES approval. If a more current set of plans does exist, please provide.

2. Will as-built plans be required upon completion of the main?

RESPONSE:

a)1. Yes.

a)2. The 10-inch main was selected in anticipation of Town requirements. Ultimately, the Town approved 8-inch mains as sufficient.

d) One plan had the line in Rhino’s driveway instead of to the property line. The Purchase and Sale agreement requires that the main be constructed to only the property line, therefore, the 3,545 is more accurate.

c)1. Yes, please see attached plans (Attachment DOE 1-8c). See also our response to d).

c)2. Yes.

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Responses to DOE Data Requests – Set 1

Date Request Received: 7/23/24
Request No. DOE 1-9

Date of Response: 8/2/24
Witness: Charlie Evans

REQUEST: Re: Attachment A, NH Secretary of State Filings: The attachment provides filings for Evans Family LLC. Please provide similar filings for CJE Nominee Trust, or confirm that none are required by the NH Secretary of State.

RESPONSE: The New Hampshire Secretary of State requires registration of corporations. CJE Nominee Trust is a private, not public, trust pursuant to RSA 564-B, therefore there is no State agency that requires that it be publicly registered.

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Responses to DOE Data Requests – Set 1

Date Request Received: 7/23/24
Request No. DOE 1-10

Date of Response: 8/2/24
Witness: Charlie Evans

REQUEST: Re: Prior Sewer Experience: Have the petitioners ever built or owned a sewer system or any portion thereof before? If so, please provide details including location, when constructed, nature and number of customers served, and current status and ownership.

RESPONSE:

Yes. We have constructed numerous sewer and drainage facilities in southern New Hampshire as part of our developments. The facilities are either under active acquisition by the Town of Londonderry or have already been acquired by the Town of Londonderry. We have no customers.

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Responses to DOE Data Requests – Set 1

Date Request Received: 7/23/24
Request No. DOE 1-11

Date of Response: 8/2/24
Witness: Charlie Evans

REQUEST: Re: Sewer Charges

a) Please indicate what entity paid or will pay the following Town of Londonderry sewer charges shown on Attachment J (Town Sewer Use Charge Ordinance), page 8 of 14 for the property at 13 Page Rd:

1. Connection Fee.
2. Access Fee.
3. User Charge Fee.

b) Will the same scenario as above apply to any future customers of the proposed sewer at 280 Rockingham Road (Lot 17-45)? Please confirm or explain.

c) As discussed in paragraph 26 on page 12 of the petition, please confirm that at no point do the petitioners intend to bill any customer of the proposed sewer main for as long as the petitioners own the main.

d) Petition p. 9, footnote 7 indicates sewage from the proposed main will be treated by Manchester. Please indicate whether customers of the main will see any bills directly from Manchester.

e) Footnote 5 on page 9 of the petition references a bond a developer would provide the Town of Londonderry. Have the petitioners provided such a bond? If so, please provide details including purpose, date, amount, and a copy of any agreement with the Town requiring said bond.

RESPONSE:

a) We paid a Connection Fee. Access and User Charge Fees will be charged to the customers.

b) Likely yes.

c) Correct. We do not intend to bill customers for use of the sewer main extension.

d) No. Customers will not receive bills from Manchester. They will be billed by the Londonderry Sewer Commission which has a wholesale agreement with Manchester to treat the sewage.

e) Yes. See Attachment DOE 1-11e.

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Responses to DOE Data Requests – Set 1

Date Request Received: 7/23/24
Request No. DOE 1-12

Date of Response: 8/2/24
Witness: Charlie Evans

REQUEST: Re: Petition Page 10, Paragraph 21: The second sentence of this paragraph alludes to the possibility of selling “the sewer main extension prior to the Town of Londonderry acquiring it”. Please elaborate on the extent to which such a sale is contemplated or possible.

RESPONSE: We have no present plans to sell the property.

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Responses to DOE Data Requests – Set 1

Date Request Received: 7/23/24
Request No. DOE 1-13

Date of Response: 8/2/24
Witness: Charlie Evans

REQUEST: Re: Water Service

- a) The fifth line of paragraph 25 on page 11 of the petition indicates “Water service will be provided by the Town of Londonderry”. Please clarify whether the properties that are the subject of the petition are or will be direct customers of Manchester Water Works, vs the Town of Londonderry.
- b) Please indicate the length, size and cost of any water main extension required to serve the 13 Page Road property, and what entity bore the cost.
- c) Will the petitioners own any portion of the water main needed to serve 13 Page Road?
- d) Will an additional water main extension be required to serve the property at 280 Rockingham Road? If so, please provide details.

RESPONSE:

- a) Customers will be customers of Manchester Water Works for water supply.
- b) We constructed about 2,200 feet of 12-inch main to Manchester Water Works’ specifications.
- c) We will not own the water supply main.
- d) A water supply “T” is being installed in front of lot 17-45 for future water supply connections.

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Responses to DOE Data Requests – Set 1

Date Request Received: 7/23/24
Request No. DOE 1-14

Date of Response: 8/2/24
Witness: Charlie Evans

REQUEST: Re: Electric Service

- a) Please indicate the length and cost of any electric line extension required to serve the 13 Page Road property, and what entity bore the cost.
- b) Please indicate the name of the utility providing electric service.
- c) Will the petitioners own any portion of the electric line needed to serve 13 Page Road?
- d) Will an additional line extension be required to serve the property at 280 Rockingham Road? If so, please provide details.

RESPONSE:

- a) These are overhead lines and are a matter to be addressed by the customers with Eversource directly. We will pay to have a couple of poles installed due to the road requirement but that is the extent of our involvement. _____
- b) On information and belief, we believe Rhino will be a customer of Eversource.
- c) No.
- d) Unknown.

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Date Request Received: 7/23/24
Request No. DOE 1-15

Date of Response: 8/2/24
Witness: Charlie Evans

REQUEST: Re: Natural Gas Service

- a) Please indicate the length, size and cost of any gas main extension required to serve the 13 Page Road property, and what entity bore the cost.
- b) Please indicate the name of the utility providing the gas service.
- c) Will the petitioners own any portion of the gas main needed to serve 13 Page Road?
- d) Will an additional gas main extension be required to serve the property at 280 Rockingham Road? If so, please provide details.

RESPONSE:

- a) We installed about 1,100 feet of 4-inch gas line. We have paid about \$40,000 in fees to Liberty Utilities/Northern Utilities Natural Gas. This work will be done in conjunction with the realignment of Page Road.
- b) see a)
- c) No.
- d) A “T” will be installed in front of Lot 17-45 to enable future connections of gas service.

ATTACHMENT DOE 1-2f

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (“Agreement”), dated as of August ²⁹, 2022 (the “Effective Date”) is between CHARLES H. EVANS, a married man, having an address of 22 Goonan Road, Hooksett, New Hampshire 03106 (“Seller”) and Rhino Capital Advisors, LLC, a Massachusetts limited liability company, with an address of 125 Broad Street, Floor 2, Boston, Massachusetts 02110, or its nominee (hereinafter “Buyer”).

In consideration of the mutual undertakings and covenants herein contained, Seller and Buyer hereby covenant and agree as follows:

ARTICLE I. SALE OF PROPERTY

1.1 Agreement to Buy and to Sell. Subject to the terms and conditions set forth in this Agreement, Seller agrees to sell, transfer and convey to Buyer, and Buyer agrees to purchase and accept from Seller, at the price and upon the terms and conditions set forth in this Agreement, that certain parcel of real property being more particularly described on the attached Exhibit A hereto, together with all privileges, rights, covenants, easements and other appurtenances belonging thereto, and all right, title and interest (if any) of Seller in and to any streets, curbing, sidewalks, walkways, alleys, passages, and other rights-of-way or appurtenances included in, adjacent to or used in connection therewith, and any and all of Seller’s right, title and interest, if any, in all intangible assets of any nature relating thereto (collectively referred to as the “Property”).

ARTICLE II. PURCHASE PRICE

2.1 Purchase Price.

2.1.1 Generally. The purchase price for the Property (the “Purchase Price”) is Two Million One Hundred Fifty Thousand and 00/100 Dollars (\$2,150,000.00), to be paid by Buyer to Seller, subject to the terms and conditions hereinafter set forth.

2.1.2 Matters with Purchase of 26 Jacks Bridge Road Property. By their execution below, the parties hereto agree and acknowledge that Buyer has agreed in principal with Seller as to the acquisition of property located at 26 Jacks Bridge Road, Londonderry, NH pursuant to the terms and conditions of that certain Purchase and Sale Agreement dated on or about August 19, 2022 (the “26 Jacks Road PSA”). Notwithstanding anything in Section 2.1.1 above to the contrary, if the Closing occurs prior to the closing on the 26 Jacks Road PSA transaction, the Purchase Price shall be adjusted to be \$2,500,000.00.

2.2 Deposit. Within three (3) business days of its execution of this Agreement, Buyer shall deliver to Continental Law Group, LLC, Attn: Michael Osborne (“Escrow Agent”), in immediately available funds, to be held in escrow and delivered in accordance with this Agreement, a refundable cash deposit in the amount of Fifty Thousand and 00/100 Dollars (\$50,000.00) (the “Initial Deposit”). If Buyer has not otherwise terminated this Agreement during the Due Diligence Period (as defined herein) as permitted pursuant to Section 3.4 of this Agreement, within three (3) business days following the expiration of the Due Diligence Period,

Buyer shall deliver an additional deposit of One Hundred Thousand and 00/100 Dollars (\$100,000.00) (the “Additional Deposit”, together with the Initial Deposit, collectively, the “Deposit”) by bank check or by wire transfer of immediately available federal funds to Escrow Agent. Escrow Agent shall hold the Deposit in escrow in a non-interest bearing account for Seller and Buyer at an FDIC insured bank. The Deposit shall be credited against the Purchase Price at Closing and otherwise shall be held by Escrow Agent in escrow to be applied or disposed of by Escrow Agent as is provided in this Agreement.

2.3 Payment at Closing. At the Closing (defined below), Buyer shall pay the balance of the Purchase Price by wire transfer pursuant to written instructions provided by Seller, and the Deposit shall be applied against the Purchase Price.

2.4 Payment of Monies. All monies payable under this Agreement at the time of the Closing, unless otherwise specified, shall be paid by wire transfer of immediately available funds.

2.4.1 Escrow Terms. (a) If for any reason, after the expiration of Due Diligence Period, the Closing does not occur and either party makes a written demand upon Escrow Agent for delivery of the Deposit, Escrow Agent shall give written notice to the other party of such demand. If Escrow Agent does not receive a written objection from the other party to the proposed payment within three (3) days after the giving of such notice, Escrow Agent is hereby authorized to make such delivery or payment. If Escrow Agent does receive such written objection within such three (3) day period, or if for any other reason Escrow Agent in good faith shall elect not to make such payment, Escrow Agent shall continue to hold the Deposit until it shall have received joint written instructions from the parties to this Agreement or an order from a court of competent jurisdiction but after the expiration of any appeal period provided there has been no filing of an appeal. Escrow Agent shall in addition have the right at any time to tender the Deposit to the clerk of a proper New Hampshire court. Escrow Agent shall give written notice of such court deposit to Seller and Buyer. Upon such deposit Escrow Agent shall be relieved and discharged of all further obligations and responsibilities hereunder.

(b) The parties acknowledge that Escrow Agent is acting solely as a stakeholder at their request and for their convenience, that Escrow Agent shall not be deemed to be the agent of either of the parties, and that Escrow Agent shall not be liable to either of the parties for any act or omission on its part unless taken or suffered in bad faith, in willful disregard of this Agreement or involving negligence. Seller and Buyer shall jointly and severally indemnify and hold Escrow Agent harmless from and against all costs, claims and expenses, including reasonable attorneys’ fees, incurred in connection with the performance of Escrow Agent’s duties hereunder, except with respect to actions or omissions taken or suffered by Escrow Agent in bad faith, in willful disregard of this Agreement or involving negligence on the part of Escrow Agent.

(c) Escrow Agent has acknowledged agreement to these provisions by signing in the place indicated on the signature page of this Agreement.

(d) Escrow Agent is hereby designated as the “real estate reporting person” for purposes of Section 6045 of Title 26 of the United States Code and Treasury Regulation 1.6045-4 and any instructions or settlement statement prepared by Escrow Agent shall so provide. Upon the consummation of the transaction contemplated by this Agreement, Escrow Agent shall file a

Form 1099 information return and send the statement to Seller as required under the aforementioned statute and regulation. Seller and Buyer shall promptly furnish their federal tax identification numbers to Escrow Agent and shall otherwise reasonably cooperate with Escrow Agent in connection with Escrow Agent's duties as real estate reporting person.

ARTICLE III. BUYER'S DUE DILIGENCE REVIEW

3.1 Title Matters. Seller does not have in its possession any existing title policy for the Property. Within ten (10) business days of the Effective Date, Buyer, at Buyer's sole expense, may obtain for Buyer a title commitment issued by Stewart Title Guaranty Company (the "Title Company") with such conditions and at such rates as are standard within the title insurance industry for a similar property in Rockingham County, New Hampshire.

3.2 Survey. Promptly after the Effective Date, Seller shall make available to Buyer a copy of Seller's most recent ALTA survey performed on the Property, to the extent available. Buyer may, at Buyer's expense, employ a surveyor or surveying firm, licensed in the State of New Hampshire, to enter thereon in order to prepare and deliver to Buyer a new survey of the Property (the "New Survey"), provided such New Survey is ordered within three (3) business days of the Effective Date.

3.3 Title. Without limitation of any other provisions of this Agreement, said Property shall not be considered compliant with the provisions of this Agreement with respect to title unless:

(a) All buildings, structures and improvements on the Property (if any), including, but not limited to, any driveway(s), garage(s), fence(s), shed(s) and all other improvements intended to be included in the sale and all means of access to and egress from the Property shall be wholly within the lot lines of the Property and shall not encroach upon, over or under any property not within such lot lines or property of any other person or entity;

(b) No building, structure or improvement (if any), including, but not limited to, any driveway(s), garage(s), fence(s), shed(s), way(s) or property of any kind encroaches upon, over or under the Property from other property;

(c) The Property abuts and has vehicular and pedestrian access to a public way, duly laid out or accepted as such by the town or city in which the Property is located and the Property and all buildings and improvements thereon have unrestricted and unencumbered vehicular and pedestrian access to such public way;

(d) Buyer's New Survey (as applicable) or mortgage plot plan indicates that no building, structure or improvement (if any) situated upon the Property violates any applicable zoning ordinances or by-laws or provisions of the general laws of the State of New Hampshire, unless such building, structure or improvement is validly nonconforming in accordance with said ordinances, by-laws and general laws; and

3.3.1 Permitted Title Exceptions. The title to the Property shall be free from all encumbrances, except:

- (a) provision of existing building and zoning laws;
- (b) the standard exceptions as are found in an ALTA Owner's Policy of Title Insurance;
- (c) real estate taxes for the then current fiscal year as are not due and payable on or before the Closing;
- (d) any liens for municipal betterments or special assessments assessed after the Closing; and
- (e) such other easements, rights, restrictions or reservations of record existing as of the date of this Agreement that are acceptable to Buyer in the exercise of commercially reasonable discretion and do not interfere with the use of the Property as of the date of this Agreement, provided if any of the foregoing are not acceptable to Buyer, Buyer shall raise such any objectionable matter as a Title Objection (as defined below) under Section 3.3.2 below.

The encumbrances referenced in clauses (a) through (e) above, other than any Monetary Liens (hereinafter defined) shall be collectively referred to herein as the "Permitted Title Exceptions". As used herein, the term "Monetary Liens" shall mean any mortgage, deed of trust, financing statement, mechanics' or materialmen's lien or other lien securing the payment of money. The amount of any past due unpaid taxes, assessments, water charges and sewer charges which Seller is obligated to pay and discharge, with the interest and penalties thereon at the time of the Closing, may at the option of Seller be paid out of the balance of the Purchase Price at the Closing, provided official bills therefor with interest and penalties thereon figured to said date are furnished by Seller at the Closing in form and substance satisfactory to Buyer's counsel and the Title Company if Seller elects to pay such items prior to Closing, and Seller shall produce paid receipts satisfactory to Title Company and Buyer's counsel at the Closing. Any outstanding Monetary Liens shall be paid in full at the Closing by closing counsel for the Title Company from Seller's proceeds pursuant to written payoff letter(s) reasonably acceptable to Title Company, and discharges for said Monetary Liens may be procured within a reasonable time after the delivery of the Deed in accordance with New Hampshire conveyancing practices. The existence of any such taxes or charges shall not be deemed objections to title if Seller shall comply with the foregoing requirements.

3.3.2 Buyer shall have the right on or before the date that is three (3) business days prior to the expiration of the Due Diligence Period, as hereinafter defined, to object to any title or survey matters that are not Permitted Title Exceptions, by giving notice thereof (a "Title Defect Notice") to Seller. Any such title exceptions or survey matters shall be referred to herein as a "Title Objection". Within ten (10) days of receipt of Buyer's Title Defect Notice, Seller shall advise Buyer in writing if Seller elects to remove or cause to be removed any Title Objections not constituting Monetary Liens at its expense on or before the Closing. If Seller's written response indicates that Seller will not remove or cause to be removed any Title Objections described in Buyer's Title Defect Notice, Buyer may (i) terminate this Agreement by written notice to Seller and Escrow Agent within ten (10) days of receipt of such notice, the Deposit shall be immediately returned to Buyer, and the parties shall have no further rights or obligations hereunder or (ii) waive such Title Objections, in which event such Title Objections shall be deemed Permitted Title

Exceptions and the Closing shall occur as herein provided without any reduction of or credit against the Purchase Price. If Seller, after due and diligent efforts, is unable to remove any Title Objections it has elected to remove hereunder or has committed to remove prior to the Closing, Buyer may, at its sole discretion, elect either to (x) terminate this Agreement by notice to Seller, this Agreement shall terminate, the Deposit shall be paid to Buyer and, thereafter, the parties shall have no further rights or obligations hereunder, (y) waive such Title Objections, in which event such Title Objections shall be deemed Permitted Title Exceptions and the Closing shall occur as herein provided without any reduction of or credit against the Purchase Price or (z) extend the Closing (not to exceed thirty (30) calendar days) in order to provide Seller additional time in which to remove any such Title Objections. The provisions of the preceding sentence shall not be construed or interpreted so as to permit Seller to avoid removing any Monetary Lien and/or any unpaid taxes, assessments, business improvement district charges, public assembly charges, water charges and sewer charges which Seller is obligated to pay and discharge, with the interest and penalties thereon which, pursuant to the terms of this Agreement, are required to be removed by Seller prior to or concurrently with the Closing. A failure by Seller to respond to a Title Objection within the ten (10) day period provided above shall be deemed to mean that Seller shall not cure the respective Title Objection(s) (at which time the provisions of subsections (i) and (ii) above shall be applicable). If Buyer fails to timely give the Title Defect Notice as set forth herein, Buyer shall be deemed to have accepted all title and survey matters other than Monetary Liens, which shall be removed in conjunction with Closing.

3.3.3 If on the Closing Date, as the same may be extended pursuant to the terms hereof, there exists a Title Objection that Seller is required to remove as provided herein, Seller shall remove the same at the Closing to the reasonable satisfaction of Buyer. Seller shall have the right to use the proceeds of the Purchase Price to remove any Title Objection, provided that (y) any lien release (excepting discharges of mortgages from institutional lenders securing an outstanding monetary balance) is recorded at the time of Closing and (z) the Title Company agrees to insure over such Title Objection on and after the Closing Date.

3.4 Buyer's Due Diligence Review.

3.4.1 As of the Effective Date, Seller shall make available to Buyer all documents, records and other information relating to the Property in Seller's actual possession, including, without limitation, any environmental site assessment previously obtained by or for Seller as to the Property (collectively, the "Due Diligence Materials"). Subject to that provided for in Section 3.4.2 below, through 5:00 p.m. (ET) on the date that one hundred eighty (180) days after the Effective Date (the "Initial Due Diligence Period"), Buyer and its employees, agents, consultants, attorneys, prospective investors, lenders and other advisors working on Buyer's behalf (hereinafter "Buyer Representatives") may, at all reasonable times during normal business hours upon not less than twenty-four (24) hours' prior notice to Seller and (at the option of Seller) in the presence of Seller or Seller's agents and/or representatives and subject in all respects to Seller's reasonable rules and regulations, enter the Property to, at Buyer's sole cost and expense, inspect, examine, test (including invasive testing), appraise, and survey the Property as Buyer deems necessary or desirable, including, but not limited to, investigations of the physical and environmental condition thereof and to determine the status of the Property and discussions with governing authorities regarding permitting, entitlement and approval of Buyer's proposed development of the Property. Prior to any inspection, Buyer shall deliver to Seller a certificate of

comprehensive public liability insurance in an amount of not less than \$500,000.00 per occurrence, naming Seller as an additional insured. Seller may impose reasonable conditions on any testing of the Property. Notwithstanding the foregoing, Buyer shall be afforded the right to assess the physical condition of the Property and conduct physical or environmental inspections of the Property (which environmental inspections shall include a so-called “Phase 1” investigation and report) ; provided, however that Buyer shall have no right to use any drones over the Property. Buyer shall also have the right, upon reasonable prior notice to and with the permission of Seller, to interview any persons involved in the management and operation of the Property. All information obtained by Buyer concerning the Property prior to the Closing, is and shall be treated, and shall remain, privileged and confidential and shall not be disclosed by Buyer to any third party (other than Buyer’s employees, agents, consultants, attorneys, prospective investors, lenders and other advisors) for twelve (12) months following the expiration of the Due Diligence Period (as defined below). Buyer shall, and does hereby covenant and agree to, repair any and all damage caused by the activities of Buyer or its agents on the Property (reasonable wear and tear excepted) and to indemnify, defend and hold Seller harmless from any actions, suits, liens, claims, damages, expenses, losses and liability arising out of any such entry by Buyer or its Buyer Representatives or any acts performed in exercising Buyer’s rights under this Section 3.4 (including without limitation, any rights or claims of materialmen or mechanics to liens on the Property, but excluding matters merely discovered by, and not caused by, Buyer or the Buyer Representatives).

Buyer may elect, in its sole and absolute discretion, by written notice (including email) to Seller and Escrow Agent, at any time prior to the expiration of the Initial Due Diligence Period, not to proceed with the transaction contemplated hereunder for any reason or no reason. At such time, the Deposit (or any portion thereof) shall be refunded to Buyer in accordance with Section 3.4.3 below and Buyer shall deliver to Seller copies of all reports, studies, plans, permits and approvals relating to the Property in Buyer’s possession or control, without cost to Seller, but without any warranties or representations by Buyer as to the truth or accuracy thereof. If Buyer shall fail to provide such timely notice of its election not to proceed with this transaction in accordance with this Section 3.4.1, Buyer shall be conclusively deemed to have waived the provisions of this Section 3.4.1, which shall have no further force or effect.

3.4.2 If Buyer has not previously terminated this Agreement in accordance with Section 3.4.1 above, Buyer shall the right to extend the Initial Due Diligence Period for up to an additional ninety (90) days (the “Extended Due Diligence Period”; with the Initial Due Diligence Period, collectively, the “Due Diligence Period”) in order to continue its efforts to obtain any and all necessary permits, entitlements and/or approvals for Buyer’s proposed development of the Property (the “Required Approvals, Permits and Entitlements”); provided, however, that Buyer’s right to the Extended Due Diligence Period shall be conditioned on the following:

(a) Buyer shall have provided to Seller written notice of such request to extend prior to the expiration of the Initial Due Diligence Period; and

(b) Buyer shall have provided to Seller for Seller’s review and approval (such approval not to be unreasonably withheld, conditioned or delayed) reasonable information and documentation relating to Buyer’s efforts to date in obtaining the Required Approvals, Permits and Entitlements (with this condition being deemed satisfied if Buyer has at least contacted the proper governing authorities by telephone, email or other correspondence to as to Buyer’s

proposed development and Buyer's desire to seek the Required Approvals, Permits and Entitlements).

Buyer may elect, in its sole and absolute discretion, by written notice (including email) to Seller and Escrow Agent, at any time prior to the expiration of the Extended Due Diligence Period, not to proceed with the transaction contemplated as a result of Buyer not obtaining its desired permits, entitlements and/or approvals. At such time, the Deposit (or any portion thereof) shall be refunded to Buyer in accordance with Section 3.4.3 below. If Buyer shall fail to provide such timely notice of its election not to proceed with this transaction in accordance with this Section 3.4.2, Buyer shall be conclusively deemed to have waived the provisions of this Section 3.4.2, which shall have no further force or effect.

3.4.3 In the event Buyer terminates this Agreement in the manner provided for in this Section 3.4, Escrow Agent shall immediately return the Deposit as follows:

(a) if the termination occurs after the first (90) days of the Initial Due Diligence Period, Ten Thousand and 00/100 Dollars (\$10,000.00) of the Deposit shall be delivered to Seller, with the remainder to Buyer; and

(b) if the termination occurs at any time after the commencement of the Extended Due Diligence Period, in addition to the amount provided in item (a) above, Thirty Thousand and 00/100 Dollars (\$30,000.00) of the Deposit shall be delivered to Seller, with the remainder to Buyer (for clarification, a termination made during the period referenced in this item (b) shall result in \$40,000.00 of the Deposit being delivered to Seller and the remaining amount being delivered to Buyer).

ARTICLE IV. REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Buyer as follows:

4.1 Effective Date of Representations. Seller represents that the following matters are true and correct as of the signing of this Agreement with respect to the Property and shall be true and correct as of the Closing Date. Notwithstanding the foregoing, if Seller provides Buyer with written notice that a representation or warranty contained in this Article IV was not true at Closing, Seller's representations shall be deemed modified to the extent of such knowledge.

4.2 Existence. Seller is a married man, with full power and authority to sell the Property. Further, there are no community property interests in the Property.

4.3 Ability to Perform. Seller has full right, power and authority to execute, deliver and consummate the transaction contemplated under this Agreement including, without limitation, conveying a fee simple interest in the Property to Buyer without obtaining any further consents or approvals from, or the taking of any other actions with respect to, any third parties. The person signing this Agreement on behalf of Seller is authorized to do so.

4.4 No Impediments. There are no threatened or pending actions, suits, arbitration, unsatisfied orders or judgments, government investigations or proceedings by or affecting Seller

or the Property, which affect title to the Property or which question the validity or enforceability of this Agreement, or of any action taken by Seller under this Agreement, in any court or before any governmental authority, domestic or foreign.

4.5 No Conflict. The execution, delivery and performance of this Agreement by Seller does not and will not conflict with or result in a breach of or default under the organizational documents of Seller, and does not and will not result in a breach of any condition or provision of, or constitute a default under, or result in the acceleration, creation or imposition of any lien, charge or encumbrance upon the Property by reason of the terms of any contract, lease, mortgage, lien, agreement, indenture, instrument, decree or judgment to which the Seller is a party or which is binding upon Seller or which affects the Property and, in each case, will not be extinguished in connection with the Closing.

4.6 Contracts. There are no outstanding service contracts, construction contracts, maintenance contracts, leasing commission contracts, management contracts, or any other contract made by Seller with respect to the Property.

4.7 Litigation. There are no suits or other legal proceedings pending or, to the best of Seller's knowledge, threatened against Seller, any affiliate of Seller or the Property in any way relating to or affecting the Property, except those matters set forth in Schedule 4.7 attached hereto. Seller has no actual notice or knowledge of any eminent domain proceedings affecting the Property, or of proceedings to change the zoning of the Property.

4.8 Parties in Possession. Except as otherwise disclosed to Buyer during the first ninety (90) days of the Initial Due Diligence Period, there are no parties in possession of any portion of the Property as lessees or licensees, or to Seller's Actual Knowledge, as tenants at sufferance or trespassers.

4.9 Condemnation/Government Taking; Assessments. Seller has no actual knowledge of any pending or contemplated condemnation, eminent domain, government taking or annexation actions affecting the Property. No assessments for public improvements have been made against the Property which are unpaid, including, without limitation, those for construction of sewer or water lines, streets, sidewalks, curbs or public transportation facilities (including railroad lines and railroad stations). Seller has not received any written notice of any proposed increase in the assessed valuation of the Property.

4.10 Bankruptcy. Seller has not made a general assignment for the benefit of creditors, filed any voluntary petition in bankruptcy, admitted in writing its inability to pay its debts as they come due or made an offer of settlement, extension or composition to its creditors generally. Seller has received no written notice of (a) the filing of an involuntary petition by Seller's creditors, (b) the appointment of a receiver to take possession of all, or substantially all, of Seller's assets, or (c) the attachment or other judicial seizure of all, or substantially all, of Seller's assets.

4.11 Hazardous Materials. To Seller's actual knowledge, there are no hazardous materials or toxic substances currently located on the Property in material violation of any laws, and Seller has not received written notice of any current violation or claimed violation of law, rule or regulation relating to hazardous substances. Seller has provided to Buyer all reports,

correspondence and/or other documents that in any way relate to environmental matters in its possession or control, prepared by them or on their behalf during its ownership of the Property.

4.12 Worked Performed on the Property. There is no amount owed to any contractor for any improvements made to the Property or services performed thereon which shall not have been paid in full on or before the Closing.

4.13 Current Use Assessment. The Property is not subject to any Current Use Assessment from the Town of Londonderry, New Hampshire.

4.14 Utilities Obligation. Any and all of the Utilities Obligation (as defined in Section 14.1 below) will be timely performed by or at the direction of Seller, and Seller understands and agrees that Buyer is entering into this Agreement on the condition that and is relying upon Seller's assertions that Seller will timely perform in full (post-Closing) any and all of the Utilities Obligation (time being of the essence). The terms of this Section 4.14 shall survive the Closing.

4.15 Survival of Representations and Warranties. Seller's representations, warranties and agreements set forth in this Agreement shall survive the Closing or termination of this Agreement for a period of one (1) year. Seller acknowledges and agrees that Buyer is relying on the accuracy of the foregoing representations and warranties in entering into this Agreement and any inaccuracy in Seller's representations and warranties and/or Seller's failure to notify Buyer prior to the Closing Date of any inaccuracies therein shall be deemed a default by Seller under this Agreement.

ARTICLE V. REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby represents and warrants to Seller as follows:

5.1 Effective Date of Representations. Buyer represents that the following matters are true and correct as of the signing of this Agreement and shall be true and correct as of the Closing Date.

5.2 Existence. Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of the Commonwealth of Massachusetts.

5.3 Authority. Buyer has full right, power and authority to execute, deliver and carry out the terms and provisions of this Agreement and has taken all necessary action to authorize the execution, delivery and performance of this Agreement. The person signing this Agreement on behalf of Buyer is authorized to do so.

5.4 Financial Ability To Close. Buyer has the financial resources available and financial ability to pay the Purchase Price and close as of the Closing Date.

5.5 Bankruptcy. Buyer has not made a general assignment for the benefit of creditors, filed any voluntary petition in bankruptcy, admitted in writing its inability to pay its debts as they come due or made an offer of settlement, extension or composition to its creditors generally. Buyer

has received no written notice of (a) the filing of an involuntary petition by Buyer's creditors, (b) the appointment of a receiver to take possession of all, or substantially all, of Buyer's assets, or (c) the attachment or other judicial seizure of all, or substantially all, of Buyer's assets.

5.6 No Conflict. The execution, delivery and performance of this Agreement by Buyer does not and will not conflict with or result in a breach of or default under the organizational documents of Buyer.

5.7 Actions Prior to Closing. That Buyer will not take any action which will cause any of the foregoing representations and warranties to become untrue between the date hereof and the Closing Date.

5.8 Survival of Representations and Warranties. Buyer's representations, warranties and agreements set forth in this Agreement shall survive the Closing or termination of this Agreement for a period of one (1) year. Buyer acknowledges and agrees that Seller is relying on the accuracy of the foregoing representations and warranties in entering into this Agreement and any inaccuracy in Buyer's representations and warranties and/or Buyer's failure to notify Seller prior to the Closing Date of any inaccuracies therein shall be deemed a default by Buyer under this Agreement.

ARTICLE VI. CLOSING CONDITIONS

6.1 Conditions to the Buyer's Obligations to Close. The obligation of Buyer to consummate the transaction contemplated hereunder is contingent upon the following:

(a) Seller agrees to convey, and Buyer agrees to accept, full possession of the Property, by good and sufficient Quitclaim Deed (the "Deed"), in the form attached hereto as Exhibit B, running to the Buyer or Buyer's nominee, which Deed shall convey good and clear record and marketable title to the Property, insurable (at regular rates) by a nationally recognized title insurer, free from encumbrances, except for Permitted Title Exceptions.

(b) As of the Closing Date, Seller shall have performed its obligations hereunder and all deliveries to be made on or before Closing have been tendered.

(c) Seller shall have removed and discharged the Monetary Liens (if any), and Buyer shall receive good, clear, record and marketable title to the Property free and clear of all liens and encumbrances other than the Permitted Title Exceptions.

6.2 Conditions to the Seller's Obligations to Close. The obligation of Seller to consummate the transaction contemplated hereunder is contingent upon the following:

(a) Buyer having performed its obligations hereunder and having tendered all deliveries to be made on or before Closing, including, without limitation, delivery of the Purchase Price to the Title Company.

(b) All of Buyer's representations and warranties set forth herein shall be true and correct in all material respects.

ARTICLE VII.
OBLIGATIONS OF SELLER PRIOR TO CLOSING

Seller covenants that between the date of this Agreement and the Closing:

7.1 No Leases or Agreements. Seller shall not enter into any lease, license, occupancy agreement or other agreement, or covenant relating to possession or occupancy or any right to use the Property unless same are freely terminable with forty-five (45) days' prior written notice to the contracted party.

7.2 Contracts. On and after the Effective Date, Seller shall not enter into any new service contracts, construction contracts, maintenance contracts, leasing commission contracts, management contracts, or any other contract made by Seller with respect to the Property unless same are freely terminable with forty-five (45) days' prior written notice to the contracted party.

7.3 No Encumbrances. Seller shall not further encumber the Property with any matter except such as may be approved by Buyer (in writing) in its sole (but reasonable) discretion.

7.4 Operation of Property.

7.4.1 Seller will (i) continue to operate, manage and maintain the Property through the Closing Date in accordance with the Seller's present practice, (ii) not make any material alterations or additions to the Property without first obtaining Buyer's written approval, except as may be required by law or as may reasonably be required for the prudent repair and maintenance of the Property, and (iii) not cancel, amend or modify in any respect any certificate, license, approval or permit held by or on behalf of Seller with respect to the Property.

7.4.2 Seller will maintain or cause to be maintained until the Closing Date general commercial liability and such other insurance coverage that it may be currently maintaining on the Property (if any), with coverage in amounts that are at least equivalent in all material respects to that being maintained as to the Property as of the signing of this Agreement. All risk of loss shall remain with the Seller until the Closing.

7.5 Notice. Seller shall, within forty-eight (48) hours of Seller's discovery, give Buyer reasonably detailed notice of: (1) any fire, flood or other materially adverse change with respect to the Property which Seller obtains knowledge; (2) any actual or proposed condemnation (or proceeding in lieu thereof); (3) any written notice received by Seller claiming that the Property or use and operation thereof fails to comply with applicable legal requirements; and (4) any written notice received by Seller concerning any pending or threatened litigation or administrative proceeding affecting the Property. Within five (5) business days of the receipt of any such notice, Buyer shall have the right to terminate this Agreement by giving written notice thereof to Seller and Escrow Agent, in which event the Deposit shall promptly be returned to Buyer subject to the provisions of Section 3.4.3 herein.

ARTICLE VIII.
THE CLOSING

8.1 Closing.

8.1.1 Except as otherwise provided in this Agreement, the consummation of the transactions contemplated by this Agreement (the “Closing”) shall take place on or before 4:00 P.M. on the date (the “Closing Date”) that is thirty (30) days following the later of (a) the expiration of the Due Diligence Period and (b) the date on which Buyer obtains the Required Approvals, Permits and Entitlements (as defined herein), but in no event later than May 11, 2023. The Closing shall take place as an escrow closing by Seller’s delivery of the items under Sections 8.2 and 8.4 hereof to Escrow Agent, Buyer’s lender’s counsel, or other mutually agreeable third party, on or in advance of the Closing. At the Closing, Buyer and Seller shall perform their respective obligations as set forth in Sections 8.2, 8.3 and 8.4 hereof, the performance of such obligations being concurrent conditions. In addition, Buyer and Seller shall execute such transfer statements and returns, closing statements, acknowledge and other ministerial instruments and take such further actions as may be reasonably necessary to complete the transactions contemplated by this Agreement. The recordation and filing of documents and instruments with registries of deeds and other government offices, and the transfer of the Purchase Price to Seller, shall be attended to by the Title Company pursuant to instructions provided jointly by Buyer and Seller or any other means reasonably satisfactory to Buyer and Seller.

8.1.2 Notwithstanding that provided in Section 8.1.1 above to the contrary, Buyer shall have the right to extend the Closing Date by an additional thirty (30) days, provided that on or before the scheduled Closing Date, Buyer notifies Seller and Escrow Agent of such request (in writing) and delivers to Escrow Agent the amount of Seventy-five Thousand and 00/100 Dollars (\$75,000.00) (the “Closing Date Extension Deposit”). Upon payment, the Closing Date Extension Deposit shall be added to and incorporated with the Deposit, non-refundable (except in the event of Seller default) and credited against the Purchase Price in the manner provided for herein.

8.2 Seller’s Closing Obligations. At the Closing, Seller shall deliver the following to Buyer:

(a) The Deed in recordable form properly executed by Seller conveying good and clear record and marketable title to the Property to Buyer in fee simple, subject to the Permitted Title Exceptions and in form acceptable to the Title Company.

(b) Such affidavits and indemnities as the Title Company may reasonably require in order to omit from its title insurance policy all exceptions for parties in possession, municipal liens (other than real estate taxes which are not yet due and payable) and mechanic’s liens, and such evidence as Title Company may reasonably require as to the authority of the person, or persons, executing documents on behalf of Seller and a certificate of good standing for Seller.

(c) A certificate executed by Seller to the effect that all of the representations and warranties set forth in Article IV herein remain true and correct as of the Closing Date.

(d) Evidence reasonably acceptable to Buyer and Title Company as to the due authorization of the delivery of the Deed and other documents required by this Agreement to be executed by Seller.

(e) An affidavit duly executed by Seller stating that Seller is not a “foreign person” as defined in the Federal Foreign Investment in Real Property Tax Act of 1980 and the 1984 Tax Reform Act.

(f) A settlement statement as prepared by Escrow Agent duly executed by Seller describing the sources and uses of funds in connection with the Closing.

(g) Copies of all applicable utility bills, invoices, fuel readings and other items that shall be apportioned as of the Closing Date.

8.3 Possession. At the time of Closing, Seller shall deliver to Buyer full possession of the Property, free of tenants and occupants, subject to the terms and conditions of Section 8.1 above.

8.4 Buyer’s Closing Obligations. At the Closing, Buyer shall:

(a) Deliver the Purchase Price to Escrow Agent, as adjusted for apportionments under Article IX below.

(b) Deliver any other documents required by this Agreement to be executed or delivered by Buyer.

(c) Provide evidence reasonably acceptable to Seller as to the due authorization of the delivery of the documents required by this Agreement to be executed by Buyer.

(d) Countersign the settlement statement describing the sources and uses of funds in connection with the Closing.

(e) Deliver a certificate to the effect that all representations and warranties of Buyer herein remain true and correct as of the Closing Date.

8.5 Expenses.

8.5.1 Seller shall pay: (i) its own counsel fees; (ii) the costs of releasing all liens (including without limitation, Monetary Liens), judgments, and other encumbrances to be released and recorded at the time of Closing; (iii) one-half (1/2) of the excise or deed stamp taxes payable upon transfer of the Property and/or recordation of the Deed; and (iv) such other closing costs as are customarily paid by a seller in New Hampshire.

8.5.2 Buyer shall pay all costs and expenses associated with: (i) its due diligence review; (ii) its own counsel fees; (iii) one-half (1/2) of the excise or deed stamp taxes payable upon transfer of the Property and/or recordation of the Deed; (iv) any amounts charged by parties providing debt or equity financing to Buyer or by counsel to such parties; (v) premiums due for any policy of title insurance obtained by Buyer or its lender and costs relating thereto; (vi) any

costs relating to the New Survey or any update of Seller's existing survey (if any); (vii) the fees and costs due Escrow Agent for its services, if any; (viii) all recording and filing fees in connection with the recording of the Deed and other recording/fees customarily paid by buyers in the Londonderry, New Hampshire area; and (ix) and such other closing costs as are customarily paid by a buyer in New Hampshire.

8.5.3 Real estate taxes, charges and assessments affecting the Property, utility and other operating charges shall be prorated on a per diem basis as of the date of Closing per Section 9.1 below. Any other closing costs not specifically designated as the responsibility of either party shall be paid by Seller and Buyer according to the usual and customary practice in Londonderry, New Hampshire.

ARTICLE IX.

APPORTIONMENTS AND ADJUSTMENTS TO PURCHASE PRICE

9.1 Apportionment of Operating Costs. The following apportionments, calculated as of the close of business on the day prior to the Closing Date, shall be made between the parties at the Closing. Real estate taxes, water and sewer charges shall be apportioned on a per diem basis between Buyer and Seller using the most recent assessment, invoice, meter reading or billing. Any betterments and special assessments imposed on the Property after the date of this Agreement will be paid by Buyer. There shall be no further adjustment of operating expense items based on actual costs except that if the Closing shall occur before the applicable real estate tax rate or assessment is established, the apportionment of real estate taxes at the Closing shall be upon the basis of the most recently established tax rate applied to the most recent assessment. Promptly after the applicable tax rate or assessment is established, the apportionment of real estate taxes shall be recomputed. Any net debit or credit resulting from such re-computation shall be paid promptly by check or wire transfer, which obligation shall survive the Closing.

ARTICLE X.

FAILURE TO PERFORM

10.1 Buyer's Default. If the Closing does not occur solely because of Buyer's failure to fulfill its obligations under Section 8.4 of this Agreement, then: (i) this Agreement shall terminate; (ii) the Deposit shall be paid to and retained by Seller as liquidated damages and Seller's sole and exclusive remedy; and (iii) except as otherwise expressly provided herein, Seller and Buyer shall have no further obligations to each other. BUYER AND SELLER ACKNOWLEDGE THAT THE DAMAGES TO SELLER IN THE EVENT OF A DEFAULT BY BUYER UNDER THIS AGREEMENT WOULD BE DIFFICULT OR IMPOSSIBLE TO DETERMINE, THAT THE AMOUNT OF THE DEPOSIT REPRESENTS THE PARTIES' BEST AND MOST ACCURATE ESTIMATE OF THE DAMAGES THAT WOULD BE SUFFERED BY SELLER IF THE CLOSING SHOULD FAIL TO OCCUR AND THAT SUCH ESTIMATE IS REASONABLE UNDER THE CIRCUMSTANCES EXISTING AS OF THE DATE OF THIS AGREEMENT AND UNDER THE CIRCUMSTANCES THAT SELLER AND BUYER REASONABLY ANTICIPATE WOULD EXIST AT THE TIME OF SUCH BREACH. BUYER AND SELLER AGREE THAT SELLER'S RIGHT TO RETAIN THE DEPOSIT SHALL BE SELLER'S SOLE AND EXCLUSIVE RECOURSE AND REMEDY, AT LAW AND IN EQUITY, FOR BUYER'S FAILURE TO PURCHASE THE PROPERTY IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT.

10.2 Use of Money to Clear Title. To enable the Seller to make conveyance as herein provided, the Seller may, at the time of Closing, use the Purchase Price or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of the Deed, or are delivered thereafter in accordance with local conveyancing practice with respect to the recording of a mortgage discharge from an institutional lender securing an outstanding monetary obligation.

10.3 Default by Seller. If Seller defaults in its obligations to sell the Property to Buyer in accordance with the terms of this Agreement, then Buyer may either: (a) take any and all legal actions necessary to compel Seller's specific performance hereunder (it being acknowledged that damages at law would be an inadequate remedy), and to consummate the transaction contemplated by this Agreement in accordance with the provisions of this Agreement; or (b) if Buyer has not elected the remedy provided in item (a) above within thirty (30) days after the purported Closing Date, Buyer shall have the right to terminate this Agreement by written notice to Seller, in which event Escrow Agent shall return the Deposit to Buyer. Notwithstanding anything to the contrary contained in this Agreement, in the event of a Willful Default (as defined below) or in the event that the remedy of specific performance is not available to Buyer because Seller has willfully and intentionally conveyed all or any portion of the Property to a bona fide third party buyer or encumbered the Property in a manner the result of which specific performance is not available to Buyer, the Seller's Default Cap shall be increased to One Hundred Thousand and 00/100 Dollars (\$100,000.00). As used herein, the term "Willful Default" shall mean (i) Seller's refusal to convey title to the Property at the Closing as provided herein despite its ability to do so, (ii) Seller voluntarily taking any action designed to frustrate the intention of the parties hereto (e.g., entering into negotiations or another agreement with respect to the sale of all or any portion of the Property), or (iii) an intentional material breach of a representation, covenant or agreement of Seller under this Agreement.

ARTICLE XI. BROKERAGE

11.1 Brokerage Fees. Seller and Buyer mutually represent and warrant that they have not dealt with any brokers in connection with this purchase and sale, and that neither Seller nor Buyer knows of any broker who has claimed or may have the right to claim a commission in connection with this purchase and sale. Seller and Buyer shall indemnify and defend each other against any costs, claims or expenses, including attorneys' fees, arising out of the breach on their respective parts of any representations, warranties or agreements contained in this Section 11.1. The representations and obligations under this Section 11.1 shall survive the Closing or, if the Closing does not occur, the termination of this Agreement.

ARTICLE XII. NOTICES

12.1 Effective Notices. All notices under this Agreement shall be given in writing, by electronic mail with written email confirmation of receipt, or shall be delivered personally, or by overnight mail by a nationally recognized courier which provides evidence of receipt, by reputable, national overnight courier service, addressed as set forth at the beginning of this Agreement or as Seller or Buyer shall otherwise have given notice as herein provided. Notices shall be effective

on the date received; provided that if sent by electronic mail such electronic mail shall be received before 5:00 pm (ET). Copies of all such notices shall be sent as follows:

If to Buyer:	125 Broad St., Fl. 2 Boston, MA 02110 Attn: Michael E. Olson, Manager Email: michael@rhinocapitalllc.com
With a copy to:	Erik R. Lien, Esq. Continental Law Group 75 State St., Ste. 100 Boston, MA 02109 Email: elien@continentallawgroup.com
If to Seller:	22 Goonan Rd. Hooksett, NH 03106 Email: treetopair@gmail.com
With a copy to:	Paul DeCarolis, Esq. Gottesman & Hollis, P.A. 39 East Pearl St., Nashua, NH 03060

ARTICLE XIII.
MISCELLANEOUS PROVISIONS

13.1 “AS IS”.

(a) EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT OR IN ANY DOCUMENTS TO BE DELIVERED BY SELLER TO BUYER AT THE CLOSING, SELLER HAS NOT MADE, AND BUYER HAS NOT RELIED ON, ANY INFORMATION, PROMISE, REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, REGARDING THE PROPERTY (WHETHER MADE BY SELLER, ON SELLER’S BEHALF OR OTHERWISE) INCLUDING, WITHOUT LIMITATION, THE PHYSICAL CONDITION OF THE PROPERTY, TITLE TO OR THE BOUNDARIES OF THE PROPERTY, PEST CONTROL MATTERS, SOIL CONDITIONS, THE PRESENCE, EXISTENCE OR ABSENCE OF HAZARDOUS MATERIALS, TOXIC SUBSTANCES OR OTHER ENVIRONMENTAL MATTERS, COMPLIANCE WITH BUILDING, HEALTH, SAFETY, LAND USE AND ZONING LAWS, REGULATIONS AND ORDERS, STRUCTURAL AND OTHER ENGINEERING CHARACTERISTICS, TRAFFIC PATTERNS, MARKET DATA, ECONOMIC CONDITIONS OR PROJECTIONS, THE ADEQUACY OF THE PROPERTY FOR BUYER’S INTENDED USE, AND ANY OTHER INFORMATION PERTAINING TO THE PROPERTY OR THE MARKET AND PHYSICAL ENVIRONMENTS IN WHICH IT IS LOCATED.

(b) BUYER ACKNOWLEDGES THAT (i) IT IS EXPERIENCED AND SOPHISTICATED IN THE ACQUISITION, DEVELOPMENT, MANAGEMENT, LEASING,

OWNERSHIP AND OPERATION OF COMMERCIAL REAL ESTATE PROJECTS SUCH AS THE PROPERTY AND THAT, PRIOR TO THE END OF THE DUE DILIGENCE PERIOD, IT WILL HAVE A FULL AND COMPLETE OPPORTUNITY TO CONDUCT SUCH INVESTIGATIONS, EXAMINATIONS, INSPECTIONS AND ANALYSES OF THE PROPERTY AS BUYER, IN ITS SOLE AND ABSOLUTE DISCRETION, MAY DEEM APPROPRIATE, (ii) BUYER HAS ENTERED INTO THIS AGREEMENT WITH THE INTENTION OF MAKING AND RELYING UPON ITS OWN INVESTIGATION OR THAT OF THIRD PARTIES WITH RESPECT TO THE PHYSICAL, ENVIRONMENTAL, ECONOMIC AND LEGAL CONDITION OF THE PROPERTY AND (iii) BUYER IS NOT RELYING UPON ANY STATEMENTS, REPRESENTATIONS OR WARRANTIES OF ANY KIND, OTHER THAN THOSE SPECIFICALLY SET FORTH IN THIS AGREEMENT OR IN ANY DOCUMENT TO BE DELIVERED TO BUYER AT THE CLOSING, MADE (OR PURPORTED TO BE MADE) BY SELLER OR ANYONE ACTING OR CLAIMING TO ACT ON SELLER'S BEHALF. BUYER SHALL PURCHASE THE PROPERTY IN ITS "AS IS, WHERE IS" CONDITION ON THE CLOSING DATE, WITH ALL FAULTS AND WITH NO RIGHT OF SETOFF OR REDUCTION ON THE PURCHASE PRICE.

13.2 Assignment. Buyer may freely assign this Agreement or any of its rights hereunder to a designated affiliated (through common ownership) entity as its nominee. Any such assignment, however, shall not release Buyer from its obligations hereunder.

13.3 1031 Exchange. Either party may structure the acquisition of the Property as a forward or reverse like-kind exchange under Internal Revenue Code Section 1031 at such party's sole cost and expense. The other party shall reasonably cooperate therewith, provided that the other party shall incur no material costs, expenses or liabilities in connection with such exchange and the other party shall not be required to take title to or contract for purchase of any other property. If a party uses a qualified intermediary or an exchange accommodation titleholder to effectuate the exchange, any assignment of the rights or obligations of such party hereunder shall not relieve, release or absolve such party of its obligations to the other party.

13.4 Drafts. This Agreement shall not be binding or effective until properly executed and delivered by both Seller and Buyer.

13.5 Further Assurances. Each party agrees that it will without further consideration execute and deliver such other documents and take such other action, whether prior or subsequent to Closing, as may be reasonably requested by the other party to consummate more effectively the purposes or subject matter of this Agreement; provided, however, that if such request is subsequent to Closing, such party's reasonable costs shall be paid by the requesting party. The provisions of this Section shall survive Closing.

13.6 Counterparts. This Agreement or any such amendment or waiver may be executed in several counterparts, each of which shall be considered a duplicate original and the same instrument. This Agreement may also be executed and delivered by facsimile or PDF (portable document form) transmission, and such execution and delivery shall be valid and enforceable with the same force as if an original hereto had been executed and delivered by such party.

13.7 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.

13.8 Liability. No member, officer, director, shareholder, trustee, or beneficiary of a limited liability company or trust, if any, under which the Seller or Buyer acts in executing this Agreement shall be personally liable for any obligation, express or implied, hereunder.

13.9 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire, without giving effect to any choice or conflict of Laws provision or rule that would cause the application of the laws of any other jurisdiction. To the fullest extent permitted by applicable law, each party hereto agrees: (i) that any claim, action or proceeding by such party seeking any relief arising out of, or in connection with, this Agreement or the transactions contemplated hereby shall be brought only in a state or Federal court of competent jurisdiction located in the County of Rockingham in the State of New Hampshire and not in any other state or Federal court; (ii) to submit to the exclusive jurisdiction of such courts and waives and agrees not to assert any objection that the laying of such venue has been brought in an inconvenient forum; and (iii) that a judgment in any such action or proceeding may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable law. If a party elects to incur legal expenses to enforce or interpret any provision of this Agreement by judicial or arbitral proceedings, the prevailing party in such proceeding will be entitled to recover such legal expenses (including reasonable attorneys' fees, costs and disbursements at all court levels), in addition to any other relief to which such party shall be entitled. EACH OF THE PARTIES KNOWINGLY AND VOLUNTARILY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON, ARISING OUT OF, OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

13.10 Confidentiality. Prior to Closing, without the prior written consent of the other party, neither Seller nor Buyer will disclose to any person, other than their legal counsel, proposed or current lender, partners, employees, accountants, potential tenants or users, environmental consultants and any other consultants who need such information to assist in evaluating and documenting the transaction contemplated hereunder, any of the terms, conditions or other facts with respect to this Agreement, including the status thereof; provided, that either party hereto may make such disclosure if compelled by court order or if such party has first received the written opinion of counsel that such disclosure must be made so that such party does not commit a violation of law, or to comply with the requirements of any law, governmental order or regulation.

ARTICLE XIV. UTILITIES OBLIGATION

14.1 Generally. In addition to that provided for herein, at the Closing, Buyer agrees to reimburse Seller \$250,000.00 the "Utilities Obligation Reimbursement Amount") for costs and expenses to be incurred by Seller in installing sewer, water and natural gas lines across Route 28 and up Page Road to the Property line to be stubbed within the area on Page Road as is depicted on the attached Exhibit C, which is incorporated herein by reference for all purposes (the "Utilities Obligation"). After the Closing, Seller agrees to promptly commence the Utilities Obligation and

complete same within one hundred twenty (120) days of the Closing. Seller shall be responsible for obtaining and maintaining throughout construction any and all approvals, entitlements, permits and/or certificates necessary to complete in full the Utilities Obligation, and, further, Seller shall maintain any and all require insurance coverages over itself and any and all contractors and subcontractors performing any portion of the Utilities Obligation. The terms of this Section 14.1 shall survive the Closing.

14.2 Funding of Utilities Obligation Reimbursement Amount.

14.2.1 In consideration of Seller performing the Utilities Obligation, Buyer agrees to fund the Utilities Obligation Reimbursement Amount as follows:

- (a) one third (1/3) at such time as Seller has obtained any and all approvals, entitlements, permits and/or certificates necessary to commence the Utilities Obligation;
- (b) one third (1/3) at such time as Seller is approximately two-thirds (2/3) complete with the performance of the Utilities Obligation; and
- (c) the remaining balance as such time as the Utilities Obligation has been completed in full, with any and all of the water, sewer and natural gas lines being stubbed within the area on Page Road as is depicted on the attached Exhibit C.

14.2.2 To the extent the Utilities Obligation Reimbursement Amount is insufficient to cover all of the costs and expenses necessary to complete the Utilities Obligation, Seller shall be responsible for any and all shortfalls.

14.2.3 If requested in writing by Buyer, Seller shall promptly provide to Buyer lien releases from any and all contractors and subcontractors providing materials and/or services as part of the Utilities Obligation, in recordable form and otherwise containing such terms as are standard for the industry in which the Property is located.

14.2.4 The terms of this Section 14.2 shall survive the Closing.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

SELLER:

DocuSigned by:
Charles Evans
660885FACD774CC...

CHARLES H. EVANS, a married man

BUYER:

RHINO CAPITAL ADVISORS LLC,
a Massachusetts limited liability company

DocuSigned by:
MO
B5773658B9534B9...
By: _____
Michael E. Olson, its Manager

ESCROW AGENT:

CONTINENTAL LAW GROUP, LLC

DocuSigned by:
Erik R. Lien
40D32A49E31B421...
By: _____
Name: **Erik R. Lien**
Title: **Manager**

EXHIBIT A**DESCRIPTION OF PROPERTY**

A certain tract of land located on the north side of Page Road in Londonderry, Rockingham County, New Hampshire, and shown as Lot 17-27 on a plan entitled "Town of Londonderry, N.H., Map 17, Parcel 27, Owner John R. & Betty Jane Evans" dated October, 1981 and recorded as Pan D-10509.

For vesting deed, see Quitclaim Deed from Evans Family Limited Partnership, a New Hampshire limited partnership, as grantor, to Charles H. Evans, a married man, dated on or about September 15, 2017, and recorded October 18, 2017 in Book 5863, Page 1262, Rockingham County Registry of Deeds.

EXHIBIT B

FORM OF QUITCLAIM DEED

Reserved for Registry Use

QUITCLAIM DEED

FOR VALUE RECEIVED, _____, a _____
with a principal place of business at _____, for consideration paid, grants
to _____, a _____, with a principal place of business at
_____, with quitclaim covenants, the following described
premises:

[INSERT PROPERTY DESCRIPTION]

THIS IS NOT A HOMESTEAD PROPERTY.

This property is not homestead property and was not the principal residence of the grantor and there were no other persons entitled to the protection of the Homestead Act.

Being the same premises conveyed to the grantor herein by Quitclaim Deed of Evans Family Limited Partnership, a New Hampshire limited partnership, dated September 15, 2017 and recorded October 18, 2017 with the Rockingham County Registry of Deeds in Book 5863, Page 1262.

EXECUTED under seal this _____ day of _____ 2022.

GRANTOR:

_____,

By: _____
Name: _____
Title: _____

STATE OF _____

COUNTY of _____

Personally appeared this _____ day of _____, 2022,
_____, a _____, known to me or proved to be, and
acknowledged the foregoing to be his free act and deed.

Notary Public/Justice of the Peace
My commission expires:

EXHIBIT C

GENERAL LOCATION OF UTILITIES OBLIGATION AT PROPERTY LINE



SCHEDULE 4.7

LITIGATION MATTERS

NONE.

ATTACHMENT DOE 1-2g

RETURN TO:

Town of Londonderry
268B Mammoth Road
Londonderry, NH 03053
ATT: John Trottier

ROAD WIDENING AND MAINTENANCE EASEMENT

13 Page Road (Map 17 Lot 27)

Rhino Page Road Owner, LLC, a Massachusetts limited liability company, with a mailing address of Two International Place, #2410, Boston, Massachusetts 02110, for consideration paid grants to the TOWN OF LONDONDERRY, a municipal corporation with an address of 268B Mammoth Road, Londonderry, Rockingham County, New Hampshire 03053, its successors and assigns, with warranty covenants a certain road widening and maintenance easement over along 13 Page Road (Map 17 Lot 27) for the purposes of expanding the existing right-of-way known as Page Road. The Grantee shall have the right to use and maintain the road widening and maintenance easement area for any and all purposes for which the roads or streets are commonly used in the Town of Londonderry, New Hampshire.

The easement is more particularly shown on an easement plan entitled, "PROPOSED EASEMENT PLAN MAP 17 LOT 27" – RECORD OWNER: RHINO PAGE ROAD OWNER, LLC - PREPARED BY: VANASSE HANGEN BRUSTLIN, INC. dated: August 24, 2023, as last revised, recorded at the Rockingham County Registry of Deeds as plan no.

_____ and more particularly bounded and described as follows on property located in the Town of Londonderry, Rockingham County, otherwise known as 13 Page Road (Map 17 Lot 27):

Beginning at the point of intersection of the easterly line of Rockingham Road and the northerly line of Page Road, said point being the southerly corner of Map 17, Lot 27 and marked by a 5/8" rebar with cap, thence;

N 29°27'07" W along said easterly line of Rockingham Road a distance of Twenty-Two and Sixty-Two Hundredths feet (22.62') to a point, thence;

- N 61°52'17" E a distance of Four Hundred Seventy-Seven and Eighty Hundredths feet (477.80') to a point, thence;
- Northeasterly and curving to the left along the arc of a non-tangent curve having a radius of Four Hundred Eighty and Fifty Hundredths feet (480.50'), a length of One Hundred Fifty-Five and Forty-Five Hundredths feet (155.45') and a chord length of One Hundred Fifty-Four and Seventy-Seven Hundredths feet (154.77') with a chord bearing of N 34°30'59" E to a point of tangency, thence;
- N 25°14'55" E a distance of Seventy-Four and Ninety-One Hundredths feet (74.91') to a point on a non-tangent curve on said northerly line of Page Road, the previous three courses running through said Lot 27, thence;
- Southwesterly along said line of Page Road, and curving to the left along the arc of a curve having a radius of Nine Hundred and Zero Hundredths feet (900.00'), a length of Twenty-Two and Forty-three Hundredths feet (22.43') and a chord length of Twenty-Two and Forty-Three Hundredths feet (22.43') with a chord bearing of S 14°08'46" W to a point of tangency, said point marked by a 5/8" rebar with cap, thence;
- S 13°25'55" W a distance of Eighty-Three and Ten Hundredths feet (83.10') to a point of curvature; thence
- Southwesterly and curving to the right along the arc of a curve having a radius of One Hundred Seventy and Zero Hundredths feet (170.00'), a length of One Hundred Forty-Three and Ninety Hundredths feet (143.90') to a point marked by a 5/8" rebar with cap, thence;
- S 61°55'55" W a distance of Four Hundred Thirty-Five and Forty-Two Hundredths feet (435.42') to a point marked by a 5/8" rebar with cap, thence;
- S 57°55'55" W a distance of Forty-One and Ninety-Four Hundredths feet (41.94') to the point of beginning.

The last five (5) courses are along said line of Page Road.

Said parcel containing 14,402 square feet, or 0.331 acres, more or less

The Grantee shall have a non-exclusive right and easement over a portion of Map 17 Lot 27 to enter onto, use and improve and maintain the easement area for uses reasonably associated with the widening, construction, repair, and maintenance of a public highway together with the rights and responsibilities associated with the same.

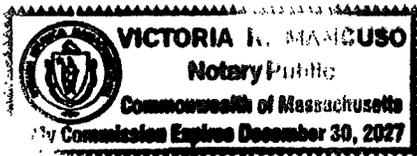
In witness whereof, Rhino Page Road Owner, LLC, by its duly authorized agent has executed this easement this 26 day of April, 2024.

RHINO PAGE ROAD OWNER, LLC

[Signature]
By: Tyler Murphy
Title: owner/manager

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF Suffolk

The foregoing instrument was acknowledged before me on this 26 day of April, 2024, by Rhino Page Road Owner, LLC, duly authorized by Tyler Murphy.



[Signature]
Notary Public/Justice of the Peace
Printed Name: Victoria R. Mancuso
My commission expires: December 30, 2027

Proof: MA Drivers license

Return to:
Town of Londonderry
268B Mammoth Road
Londonderry, NH 03053
ATT: John Trottier

SLOPE EASEMENT
13 Page Road (Map 17 Lot 27)

Rhino Page Road Owner, LLC, a Massachusetts limited liability company, with a mailing address of Two International Place, #2410, Boston, Massachusetts 02110, for consideration paid grants to the TOWN OF LONDONDERRY, a municipal corporation with an address of 268B Mammoth Road, Londonderry, Rockingham County, New Hampshire 03053, its successors and assigns, with warranty covenants two certain slope easements, otherwise known as Slope Easement A and Slope Easement B, shown on an easement plan entitled "PROPOSED EASEMENT PLAN MAP 17 LOT 27" – RECORD OWNER: RHINO PAGE ROAD OWNER, LLC - PREPARED BY: VANASSE HANGEN BRUSTLIN, INC. dated: August 24, 2023, as last revised, recorded at the Rockingham County Registry of Deeds as plan no.

_____ and more particularly bounded and described as follows on property located in the Town of Londonderry, Rockingham County, otherwise known as 13 Page Road (Map 17 Lot 27):

SLOPE EASEMENT A

A certain parcel of land situated in the Town of Londonderry, in the County of Rockingham and the State of New Hampshire bounded and described as follows:

Commencing at the point of intersection of the easterly line of Rockingham Road and the northerly line of Page Road, said point being the southerly corner of Map 17, Lot 27 and marked by a 5/8" rebar with cap, thence;

N 29°27'07" W along said easterly line of Rockingham Road a distance of Twenty-Two and Sixty-Two Hundredths feet (22.62') to the point of intersection of said easterly line of Rockingham Road and the northerly line of a proposed right-of-way easement shown on the plan reference below, thence;

- N 61°52'17" E along said right-of way easement a distance of Four Hundred Two and Forty Hundredths feet (402.40') to the POINT OF BEGINNING, thence;
- N 25°07'54" E a distance of Thirty-Six and Nine Hundredths feet (36.09') to a point, thence;
- N 47°04'46" E a distance of One Hundred Sixty and Zero Hundredths feet (160.00') to a point, thence;
- S 66°56'25" E a distance of Nine and Sixty-Six Hundredths feet (9.66') to a point on said right-of-way easement, thence;
- Southwesterly and curving to the right along the arc of a non-tangent curve having a radius of Four Hundred Eighty and Fifty Hundredths feet (480.50'), a length of One Hundred Twenty-Seven and Fifteen Hundredths feet (127.15') and a chord length of One Hundred Twenty-Six and Seventy-Eight Hundredths feet (126.78') with a chord bearing of S 36°12'13" W to a point of tangency, thence;
- S 61°52'17" W a distance of Seventy-Five and Forty Hundredths feet (75.40') to the POINT OF BEGINNING. All said courses running through and being a part of said Map 17 Lot 27.

Said parcel containing 4,384 square feet, or 0.101 acres, more or less.

SLOPE EASEMENT B

A certain parcel of land situated in the Town of Londonderry, in the County of Rockingham and the State of New Hampshire bounded and described as follows:

Commencing at the point on the northerly line of Page Road, said point being the southerly corner of Map 17, Lot 27-2 and marked by a 3/4" iron rod, thence;

- S 34°37'05" W along said northerly line of Page Road a distance of Thirty-Two and Eighty Hundredths feet (32.80') to a point of curvature, said point marked by a 5/8" rebar with cap, thence;
- Southwesterly and curving to the left along the arc of a curve having a radius of Nine Hundred and Zero Hundredths feet (900.00'), a length of One Hundred Seventy-Five and Thirty-Eight Hundredths feet (175.38') to a point of compound curvature, said point being the POINT OF BEGINNING, thence;

- Southwesterly along said northerly line of Page Road and curving to the left along the arc of a curve having a radius of Nine Hundred and Zero Hundredths feet (900.00'), a length of One Hundred Thirty-Four and Ninety-Eight Hundredths feet (134.98') and a chord length of One Hundred Thirty-Four and Eighty-Six Hundredths feet (134.86') with a chord bearing of S 19°09'24" W to a point, thence;
- S 25°14'55" W along the northerly line of a proposed right-of-way easement shown on the plan referenced below, a distance of Nine and Zero Hundredths feet (9.00') to a point, thence;
- N 12°30'52" W a distance of Thirty and Zero Hundredths feet (30.00') to a point, thence;
- N 22°48'58" E a distance of Seventy and Zero Hundredths feet (70.00') to a point, thence;
- N 33°20'37" E a distance of Forty-Nine and Ninety-Three Hundredths feet (49.93') to the POINT OF BEGINNING. All said courses running through and being part of Map 17, Lot 27

Said parcel containing 1,301 square feet, or 0.030 acres, more or less.

Grantee, its successors, contractors or assigns, and their agents and employees shall have the right to enter with men and machinery at all reasonable times upon said premises to survey, construct, repair, remove, replace, reconstruct, inspect, improve and maintain a suitable slope or grade. Grantor reserves the right to make use of the easement(s) herein granted in a manner which is not inconsistent with the rights herein conveyed, or which does not interfere with the use of the easement(s) by the Grantee. No obstruction of any kind (structure, fence, sign, improvement or landscaping) which obstructs said slope shall be installed or maintained within said easement(s).

Following any work by the Grantee pursuant to this easement, Grantee shall restore disturbed areas of the easement area to include at a minimum grading and seeding.

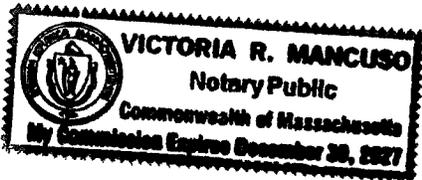
The parties intend that this easement shall be binding on the Grantor, its successors and assigns and that this right shall run with the land.

In witness whereof, Rhino Page Road Owner, LLC, by its duly authorized agent has executed this easement this 1st day of April, 2024.

[Signature]
Rhino Page Road Owner, LLC, duly authorized
by: Tyler Murphy
Print Name

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF Suffolk

The foregoing instrument was acknowledged before me on this 1st day of April, 2024, by Rhino Page Road Owner, LLC, duly authorized by Tyler Murphy.



[Signature]
Printed name: Victoria R. Mancuso
Justice of the Peace/Notary Public
My Commission expires: December 30, 2027

Proof: MA Drivers license

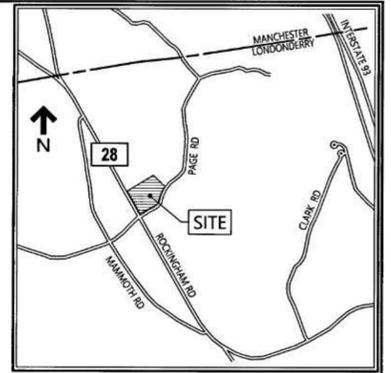
D - 44501 05/14/2024 01:27:52 PM
Register of Deeds, Rockingham County
LCHIP PLAN ROAD 76662 25.00 26.00

General Notes

- 1) THE PROPERTY LINES SHOWN ON THIS PLAN ARE BASED UPON AN ACTUAL FIELD SURVEY CONDUCTED BY VHB, INC. IN AUGUST 2022 FROM DEEDS AND PLANS OF RECORD.
- 2) HORIZONTAL DATUM IS BASED ON NH GRID SYSTEM, NAD83/2011.

Plan References

1. COMMISSIONER'S RETURN OF LAYOUT OF LONDONDERRY F-017-112) P. 2979 1956
2. ROCKINGHAM COUNTY REGISTRY OF DEEDS PLAN D-10509.
3. ROCKINGHAM COUNTY REGISTRY OF DEEDS PLAN D-37040.
4. ROCKINGHAM COUNTY REGISTRY OF DEEDS PLAN D-10094.



Locus Map
(SCALE 1"=2,500')

Legend

- BND FND ■ BOUND FOUND
- IP FND ● IRON PIPE FOUND
- IR FND ○ IRON ROD FOUND
- REBAR w/CAP SET ● REBAR WITH CAP SET
- EDGE OF PAVEMENT
- STONE WALL

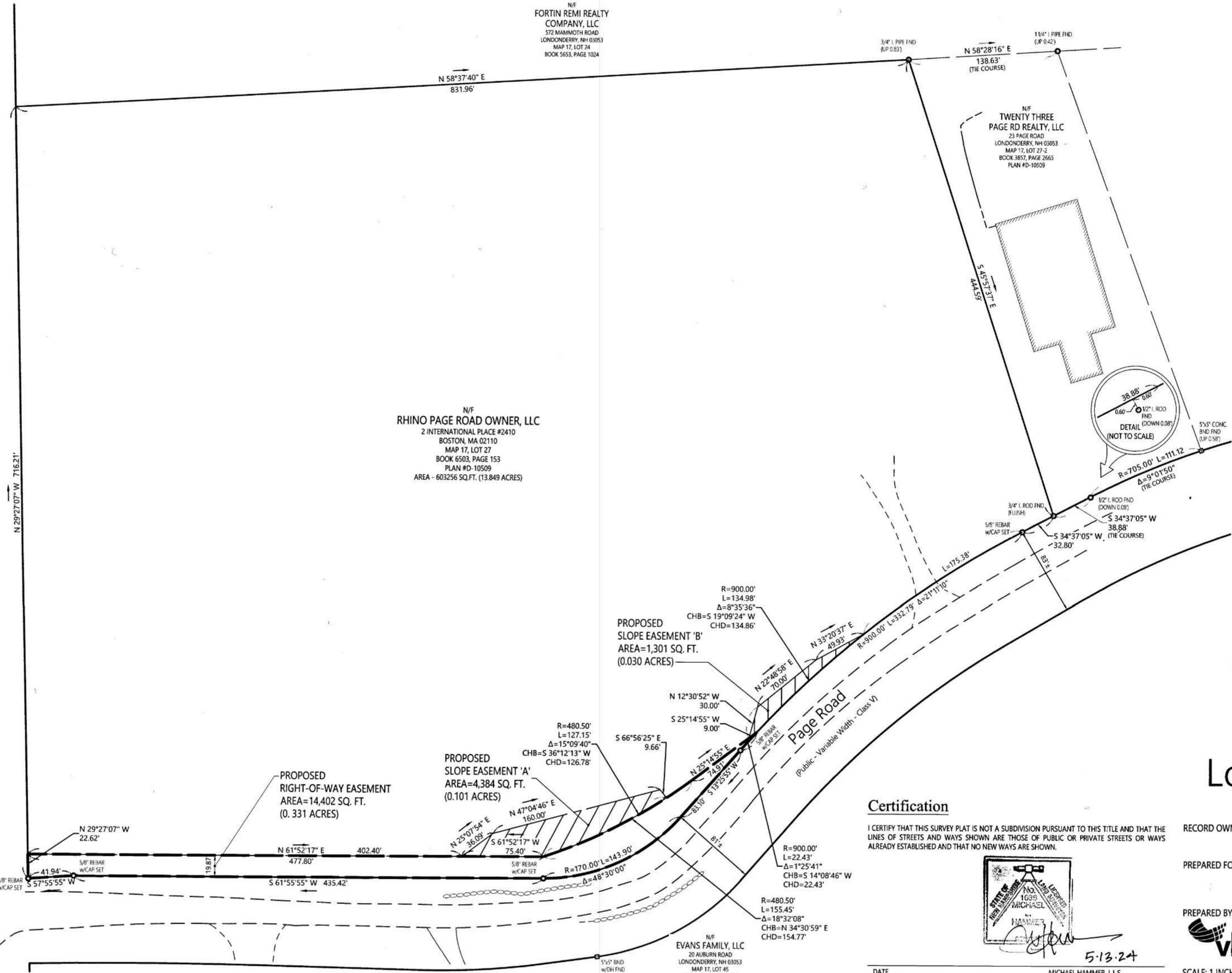
RESERVED FOR REGISTRY USE

N/F
FORTIN REMI REALTY COMPANY, LLC
572 MAMMOTH ROAD
LONDONDERRY, NH 03053
MAP 17, LOT 7
BOOK 5653, PAGE 1024

NH GRID NAD 1983

Rockingham Road
(NH Route 28)
(Public - 150' Wide - Class I)

N/F
PAGE ROCK, LLC
295 ROCKINGHAM ROAD
LONDONDERRY, NH 03053
MAP 17, LOT 25
BOOK 6276, PAGE 396



PROPOSED EASEMENT PLAN
MAP 17 LOT 27
IN

Londonderry NEW HAMPSHIRE

Certification

I CERTIFY THAT THIS SURVEY PLAT IS NOT A SUBDIVISION PURSUANT TO THIS TITLE AND THAT THE LINES OF STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED AND THAT NO NEW WAYS ARE SHOWN.



5-13-24
MICHAEL HAMMER, L.L.S.

RECORD OWNER: RHINO PAGE ROAD OWNER, LLC
2 INTERNATIONAL PLACE, #2410
BOSTON, MA 02110

PREPARED FOR: RHINO PAGE ROAD OWNER, LLC
2 INTERNATIONAL PLACE, #2410
BOSTON, MA 02110

PREPARED BY: Vanasse Hangen Brustlin, Inc.
2 Bedford Farms Drive, Suite 200
Bedford, New Hampshire 03110
603.391.3900 • FAX 603.518.7495

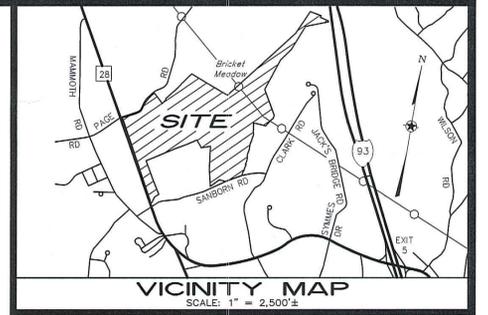
SCALE: 1 INCH = 50 FEET
DATE: AUGUST 24, 2023
REVISED: FEBRUARY 12, 2024

D-44501

SUPPLEMENTAL ATTACHMENT DOE 1-7(d)(1)

PLAN REFERENCES:

- 1. SUBDIVISION PLAN, LOT 45, MAP 17, CLARK FARMS INDUSTRIAL CENTER, PAGE ROAD, LONDONDERRY, NEW HAMPSHIRE, PREPARED FOR RECORD OWNER: EVANS FAMILY LIMITED PARTNERSHIP, DATED: 3 MAY 2011 WITH REVISIONS THRU 09/02/11, PREPARED BY THIS OFFICE. RECORDED: R.C.R.D. - PLAN No. 37040.
2. SITE PLAN (MAP 17, LOT 45), SITE PREPARATION PLAN, 14 PAGE ROAD & 280 ROCKINGHAM ROAD, LONDONDERRY, NEW HAMPSHIRE, PREPARED FOR RECORD OWNER: EVANS FAMILY LIMITED PARTNERSHIP, DATED: 1 OCTOBER 2018 WITH REVISIONS THRU 07/28/20 AND PREPARED BY THIS OFFICE.
3. SITE PLANS, PROPOSED PAGE ROAD WAREHOUSE, 13 PAGE ROAD, LONDONDERRY, NEW HAMPSHIRE, OWNER: CHARLES H. EVANS, APPLICANT: RHINO CAPITAL ADVISORS, LLC, ASSESSOR'S MAP: 17, LOT: 27, DATED ISSUED: OCTOBER 13, 2022, LATEST ISSUE: FEBRUARY 27, 2023 AND PREPARED BY VHS.
4. UTILITY PLAN, PROPOSED WATER MAIN EXTENSION, PAGE ROAD, LONDONDERRY, NEW HAMPSHIRE, PREPARED FOR: EVANS FAMILY LIMITED PARTNERSHIP, DATED 10 APRIL 2023, REVISED THROUGH 09/14/23, AND PREPARED BY THIS OFFICE.
5. PROPOSED R.O.W. EASEMENT PLAN, MAP 17, LOT 27, IN LONDONDERRY, NEW HAMPSHIRE, RECORD OWNER: CHARLES H. EVANS, PREPARED FOR: RHINO CAPITAL ADVISORS, LLC, SCALE: 1" = 50', DATED: AUGUST 24, 2023 AND PREPARED BY VANASSE HANGEN BRUSTLIN, INC.
6. EASEMENT PLAN, MAP 15, LOT 164 & MAP 17, LOT 45, PROPOSED SEWER MAIN EXTENSION AND PAGE ROAD IMPROVEMENTS, 14 PAGE ROAD, 280 ROCKINGHAM ROAD & 11 SANBORN ROAD, LONDONDERRY, NH, PREPARED FOR RECORD OWNER: EVANS FAMILY LLC (LOT 45), ADDITIONAL OWNER: CJE NOMINEE TRUST (LOT 164), SCALE: 1" = 80', DATED: 20 OCTOBER 2023 AND PREPARED BY THIS OFFICE. TO BE RECORDED.



NOTES:

- 1. PURPOSE OF PLAN:
A. TO SHOW PROPOSED PUBLIC SEWER MAIN IMPROVEMENTS TO BE CONSTRUCTED FROM AN EXISTING SANITARY SEWER MAIN IN SANBORN ROAD, CROSS-COUNTRY THROUGH MAP 15, LOT 164 AND MAP 17, LOT 45 TO PAGE ROAD IN LONDONDERRY, NH.
B. TO SHOW PAGE ROAD WIDENING IMPROVEMENTS.
2. JURISDICTIONAL WETLANDS ADJACENT TO THE PROPOSED SEWER MAIN CONSTRUCTION ROUTE WERE DELINEATED BY BAG LAND SERVICES AND LOCATED BY HAYNER/SWANSON, INC.
3. 2,700+/- SF OF TEMPORARY JURISDICTIONAL WETLAND DISTURBANCE, AND 2,150+/- SF OF PERMANENT WETLAND BUFFER DISTURBANCE ARE PROPOSED BY THIS SEWER PROJECT.
4. THE PROPOSED WORK AREA IS LOCATED WITHIN AN AREA OF MINIMAL FLOOD HAZARD, ZONE X, AS DETERMINED FROM THE FLOOD INSURANCE STUDY (FIRM), ROCKINGHAM COUNTY TOWN OF LONDONDERRY, NEW HAMPSHIRE, COMMUNITY No. 33034, PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, MAP NUMBER: 33015C0316E, DATED: MAY 17, 2005.
5. THIS ENTIRE PLAN SET IS ON FILE AT THE LONDONDERRY PLANNING, ENGINEERING & ENVIRONMENTAL SERVICES DEPARTMENTS AT TOWN OFFICES.
6. THE OWNER/CONTRACTOR IS REQUIRED TO FILE AN EPA-NPDES NOTICE OF INTENT UNDER GENERAL PERMIT No. NHR100000 AT LEAST FIFTEEN (15) DAYS PRIOR TO START OF CONSTRUCTION.
7. IF DURING CONSTRUCTION, IT BECOMES APPARENT THAT DEFICIENCIES EXIST IN THE APPROVED DESIGN DRAWINGS, THE OWNER SHALL BE REQUIRED TO CORRECT THE DEFICIENCIES TO MEET THE REQUIREMENTS OF THE APPLICABLE REGULATIONS AT NO EXPENSE TO THE TOWN OF LONDONDERRY.
8. ALL MATERIALS AND METHODS OF CONSTRUCTION SHALL CONFORM TO THE TOWN OF LONDONDERRY REGULATIONS AND THE LATEST EDITION OF THE NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION'S STANDARD SPECIFICATIONS FOR ROAD & BRIDGE CONSTRUCTION, AND NHDES ENV 700.70.
9. ALL IMPROVEMENTS SPECIFIED ON THESE PLANS SHALL BE CONSTRUCTED, COMPLETED, AND INSPECTED AND APPROVED BY THE TOWN OF LONDONDERRY PLANNING, ENGINEERING & ENVIRONMENTAL SERVICES DEPARTMENTS AT TOWN OFFICES.
10. IF DURING CONSTRUCTION, IT BECOMES APPARENT THAT ADDITIONAL EROSION CONTROL MEASURES ARE REQUIRED TO STOP ANY EROSION ON THE CONSTRUCTION AREA DUE TO ACTUAL SITE CONDITIONS, THE OWNER SHALL BE REQUIRED TO INSTALL THE NECESSARY EROSION PROTECTION AT NO EXPENSE TO THE TOWN OF LONDONDERRY.
11. THE REQUIRED BONDING SHALL BE PUT INTO PLACE AND A PRE-CONSTRUCTION MEETING SHALL BE CONDUCTED WITH TOWN OF LONDONDERRY AND MANCHESTER WATER WORKS PERSONNEL PRIOR TO COMMENCING CONSTRUCTION.
12. THE CONTRACTOR SHALL PREPARE AND SUBMIT A TRAFFIC CONTROL PLAN FOR APPROVAL BY THE LONDONDERRY DEPT. OF PUBLIC WORKS, AND NHDOT IF THERE ARE IMPACTS TO THE DOT ROW.
13. IN ACCORDANCE WITH SECTION 6:01 OF THE LONDONDERRY SITE PLAN REGULATIONS AND RSA 676:13 ALL IMPROVEMENTS ON THESE SITES PLANS SHALL BE CONSTRUCTED, COMPLETED, AND INSPECTED AND APPROVED BY THE TOWN OF LONDONDERRY PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY.
14. REQUIREMENTS PRIOR TO ACCEPTANCE OF ANY ADDITIONAL WASTEWATER FLOW FROM SOURCES UPSTREAM OF LONDONDERRY SEWER MANHOLE H-6, LOCATED AT THE INTERSECTION OF MAMMOTH ROAD AND SANBORN ROAD.
A. COMPLETE SURVEY OF CURRENT CONDITIONS DOWNSTREAM OF MANHOLE H-6 DOWN TO THE INCOMING LINE OF MANHOLE H-1, AND
B. SIMULTANEOUS CONTINUOUS FLOW MONITORING USING QUICK INSERT FLUME INSTALLED IN MANHOLE H-5 (TO MONITOR INCOMING FLOW), AND A QUICK INSERT FLUME INSTALLED IN MANHOLE H-23 (TO MONITOR INCOMING FLOW). CONFIGURATION FACILITIES OBTAINING MOST ACCURATE PEAK, AVERAGE, AND MINIMUM FLOWS, WHICH ARE REQUIRED FOR FLOW CAPACITY ANALYSIS.
C. IF THE RESULTS OF THE FLOW CAPACITY ANALYSIS INDICATE FURTHER HYDRAULIC CAPACITY EVALUATION:
1. PERFORM PIPELINE CCTV INSPECTION WITHOUT PIPELINE CLEANING AT DESIGNATED PIPE LINES TO CONFIRM EXISTING PIPELINE OPERATION & MAINTENANCE CONDITIONS.
2. BASED ON THE RESULTS OF C1 ABOVE, PERFORM PIPELINE CLEANING AND FOLLOW-UP CCTV TO CONFIRM CLEANING EFFECTIVENESS AS WARRANTED.
D. DEPENDING ON THE RESULTS OF THE EVALUATION DESCRIBED ABOVE, SOME SEWER PIPE REPAIR AND/OR REPLACEMENT MAY BE REQUIRED.
15. ANY FUTURE DEVELOPMENT OR REDEVELOPMENT OF LOT 45 WILL REQUIRE CONSTRUCTION OF NEW DRIVEWAY AT THE LOCATION PER APPROVED PLAN SIGNED BY PLANNING BOARD ON JULY 30, 2020 (APPROXIMATE PAGE ROAD STATION 306+50). THE CURRENT GRAVEL HAUL ROAD TO BE USED AS A DRIVEWAY DURING LOT 45 SITE PREPARATION PHASE ONLY. NO OTHER USE OF THE HAUL ROAD DRIVEWAY IS ALLOWED TO ACCESS PAGE ROAD EXCEPT TO CONSTRUCT THE INDICATED SEWER LINE AND ASSOCIATED STORMWATER FACILITIES ON THESE PLANS. WHEN APPLICABLE, A NEW DRIVEWAY DESIGN NEAR STA. 306+50 SHALL BE PROVIDED AND REVISED TO ADDRESS THE NEW PAGE ROAD DRAINAGE SHOWN ON THESE PLANS MEETING APPROVAL OF THE LONDONDERRY PLANNING BOARD IF NECESSARY.
16. OWNER OF RECORD:
MAP 17, LOT 45
EVANS FAMILY LIMITED PARTNERSHIP
20 AUBURN ROAD
LONDONDERRY, NH 03053
RCRD - BK 3118, PG 961
RCRD - BK 3085, PG 716

ABUTTERS LIST

- MAP 13 LOT 143 & MAP 15 LOT 162
STATE OF NEW HAMPSHIRE
P.O. BOX 483
CONCORD, NH 03301-0483
BK 2777 PG 2546
ZONE: AR-I
MAP 15 LOT 162
LONDONDERRY SCHOOL DISTRICT
6A KITTY HAWK LANDING
LONDONDERRY, NH 03053
BK 4917 PG 1785
ZONE: AR-I
MAP 15 LOT 163
THOMAS & TRACI BIRON
9 SANBORN ROAD
LONDONDERRY, NH 03053
BK 3232 PG 2812
ZONE: AR-I
MAP 15 LOT 164
JAMES F. CONNER
11 SANBORN ROAD
LONDONDERRY, NH 03053
BK 5967 PG 0913
ZONE: AR-I
MAP 15 LOT 165
LOUISE L. LACOURSE
13 SANBORN ROAD
LONDONDERRY, NH 03053
BK 5411 PG 1309
ZONE: AG-I
MAP 15 LOT 87-1
PRISTINE PROPERTIES
LONDONDERRY LLC
289 PINE STREET
MANCHESTER, NH 03103
BK 4789 PG 0576
ZONE: R-II
MAP 15 LOT 166-1
SANDRA PAGANO
P.O. BOX 609
SHIRLEY, NY 11967
BK 5135 PG 0047
ZONE: C-II
MAP 15 LOT 166
MAM HOLDINGS LLC
6 NORTH VIEW TERRACE
HOOKSETT, NH 03106
BK 6339 PG 1577
ZONE: C-II
MAP 15 LOT 233
WILLIAM O. MERRILL
REVOCABLE TRUST
569 MAMMOTH ROAD
LONDONDERRY, NH 03053
BK 5459 PG 2024
ZONE: AR-I
MAP 15 LOT 234
EVANS FAMILY LTD
PARTNERSHIP
20 AUBURN ROAD
LONDONDERRY, NH 03053
BK 3085 PG 0716
ZONE: AR-I
MAP 17 LOT 25
PAGE ROCK LLC
49 HANCOCK STREET
MANCHESTER, NH 03101
BK 6276 PG 0396
ZONE: C-II
MAP 17 LOT 27
CHARLES H. EVANS
22 GOONAN ROAD
HOOKSETT, NH 03106
BK 5863 PG 1262
ZONE: C-II
MAP 17 LOT 27-2
TWENTYTHREE PAGE ROAD REALTY LLC
23 PAGE ROAD
LONDONDERRY, NH 03053-2113
BK 3857 PG 9865
ZONE: C-II
MAP 17 LOT 27-1
MYRNA C. MACARTHUR REVOC. TRUST
19 KELLEY ROAD
LONDONDERRY, NH 03053
BK 5912 PG 0998
ZONE: C-II
MAP 17 LOT 28
MYRNA C. MACARTHUR
REVOC. TRUST
19 KELLEY ROAD
LONDONDERRY, NH 03053
BK 5912 PG 1000
ZONE: AR-I

LEGEND

- 100 - EXISTING GROUND CONTOUR
x100.5 - EXISTING SPOT ELEVATION
100 - PROPOSED GRADE
+100.5 - PROPOSED SPOT GRADE
STORM DRAIN & CATCH BASIN
STORM DRAIN & MANHOLES
STORM DRAIN & HEADWALL
STORM DRAIN & END SECTION
SANITARY SEWER & MANHOLES
WATER MAIN & HYDRANT
WATER MAIN & GATE VALVE
GAS LINE & GATE VALVE
UTILITY POLE WITH GUY SUPPORT
STREET LIGHT
OVERHEAD ELECTRIC & TELEPHONE
UNDERGROUND ELECTEL & MANHOLES
SIGN
BUILDING SETBACK LINE
WETLAND FLAGGING LIMIT
WETLAND BUFFER LINE
WIRE FENCE
CHAINLINK FENCE
GUARDRAIL
PAVEMENT SAWCUT
CONCRETE
PROPOSED PAVEMENT
RIPRAP / STONE
TREE LINE

ZONING NOTE
THE ZONING/BUILDING SETBACKS DEPICTED ON THIS PLAN ARE THOSE WE HAVE INTERPRETED FROM THE LATEST ZONING ORDINANCE OF THE MUNICIPALITY AND, AS SUCH, ARE ONLY OPINIONS EXPRESSED BY HAYNER/SWANSON, INC. THE FINAL INTERPRETATION OF THE ORDINANCE CAN ONLY BE MADE BY THE APPROPRIATE ZONING AUTHORITY. SINCE BUILDING ORIENTATION, PROPOSED USES, AND OTHER FACTORS CAN AFFECT THE SETBACKS, PRIOR TO ANY DEVELOPMENT OF THIS PROPERTY, THE BUILDER/OWNER MUST CONSULT WITH THE TOWN/CITY TO INSURE THE CORRECT APPLICATION OF THE ZONING ORDINANCE.

UTILITY NOTE
THE UNDERGROUND UTILITIES DEPICTED HEREON HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND PLOTTED FROM EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES DEPICTED COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND PORTIONS OF THE UTILITIES.



PERMITS GRANTED:

- (A) NHDES ALTERATION OF TERRAIN PERMIT No. Aot-2476 DATE: OCTOBER 30, 2023
(B) NHDES WETLAND BUREAU PERMIT No. 2023-02084 DATE: NOVEMBER 10, 2023
(C) NHDES SEWER CONNECTION PERMIT No. D2023-1201 DATE: FEBRUARY 6, 2024
(D) CUP FOR WETLAND BUFFER DISTURBANCE APPROVED BY LONDONDERRY PLANNING BOARD ON JULY 12, 2023.
(E) TOWN OF LONDONDERRY STORMWATER PERMIT (14 PAGE ROAD) PERMIT No. 07-045 SWDP-A DATE: JANUARY 29, 2024
(F) TOWN OF LONDONDERRY STORMWATER PERMIT (11 SANBORN ROAD) PERMIT No. 015-164 SWDP-A DATE: JANUARY 29, 2024
(G) NHDOT PAGE ROAD DRIVEWAY PERMIT PERMIT No. 05-269-0073 DATE: FEBRUARY 22, 2024
(H) TOWN OF LONDONDERRY SEWER DESIGN APPROVAL LETTER DATE: FEBRUARY 27, 2024
NOTE: THE CONTRACTOR SHALL COMPLY WITH ALL STIPULATIONS AND CONDITIONS OF PERMITS AND APPROVALS.

WAIVERS:

- A WAIVER FROM THE FOLLOWING SECTION OF THE LONDONDERRY SUBDIVISION REGULATIONS WAS GRANTED BY THE LONDONDERRY PLANNING BOARD ON JULY 12, 2023:
(A) SECTION 3.09.R (TABLE 1, NOTE 3 - MAXIMUM GRADE ON LOCAL STREET) TO ALLOW A GRADE OF 8.44% FOR 193.39 FEET WHERE 6% IS ALLOWED.

SURVEY NOTES:

- 1. THE EXISTING TOPOGRAPHY, AS SHOWN ON THE PLANS, IS BASED IN PART ON AN ACTUAL FIELD SURVEY MADE ON THE GROUND BETWEEN APRIL 1998 AND MARCH 2023 AND AERIAL PHOTOGRAPHY DATED APRIL 8, 1998.
2. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE ACCURACY OF THE EXISTING TOPOGRAPHY PRIOR TO EARTHWORK OPERATIONS. NO CLAIM FOR EXTRA WORK DUE TO TOPOGRAPHIC INACCURACY SHALL BE CONSIDERED AFTER EARTHWORK HAS COMMENCED.
3. SURVEY CONTROL DATA:
HORIZONTAL DATUM: NAD83 HORIZONTAL PROJECTION: NH STATE PLANE
VERTICAL DATUM: NGVD29 UNITS: US SURVEY FEET
4. THE CONTRACTOR SHALL ONLY USE BENCHMARKS AS PROVIDED BY THE ENGINEER.

FOR EVANS FAMILY LLC 3/13/2024 DATE

BENCHMARK
TOP OF DRILL HOLE
NORTHEAST OF TOWER
LEASED AREA ON
LOT 103, MAP 15
ELEV. = 355.35
(1929 NGVD DATUM)

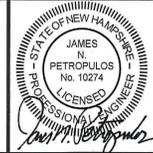
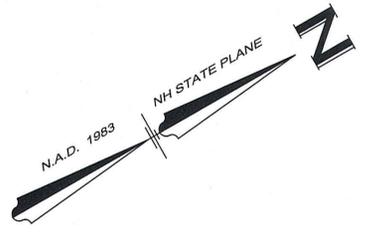
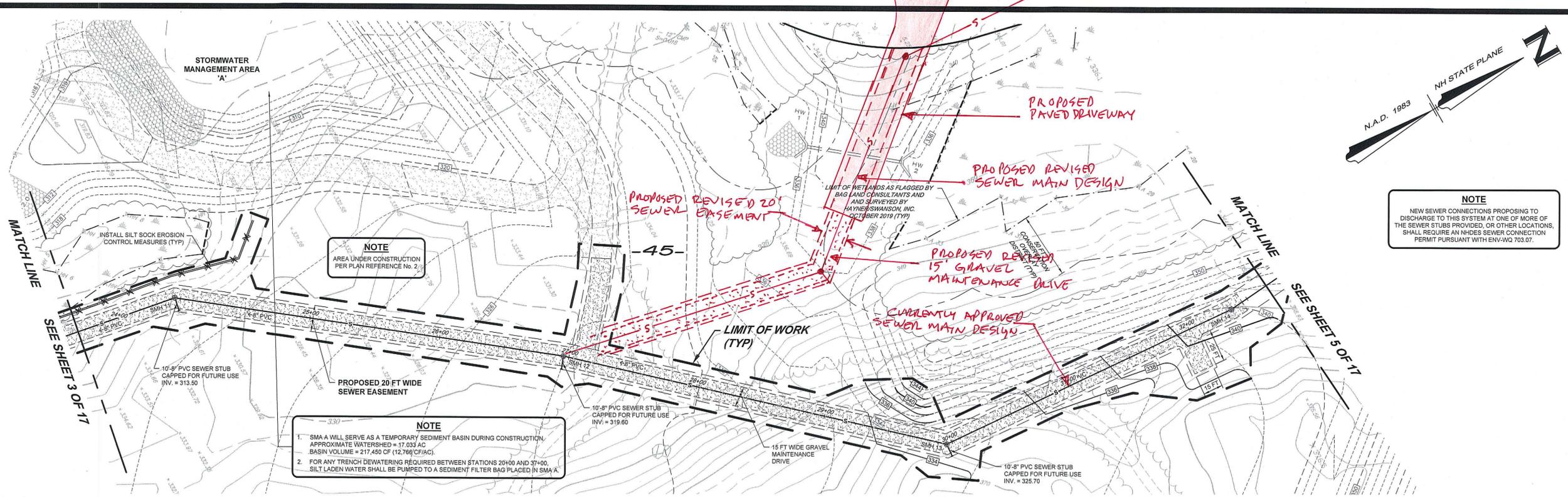


Table with columns: No., DATE, REVISION, BY. Includes entries for address town comments, date only, address NHDES sewer comments, add note No. 14, address town comments, address town comments, previous revisions on file at the town of Londonderry.

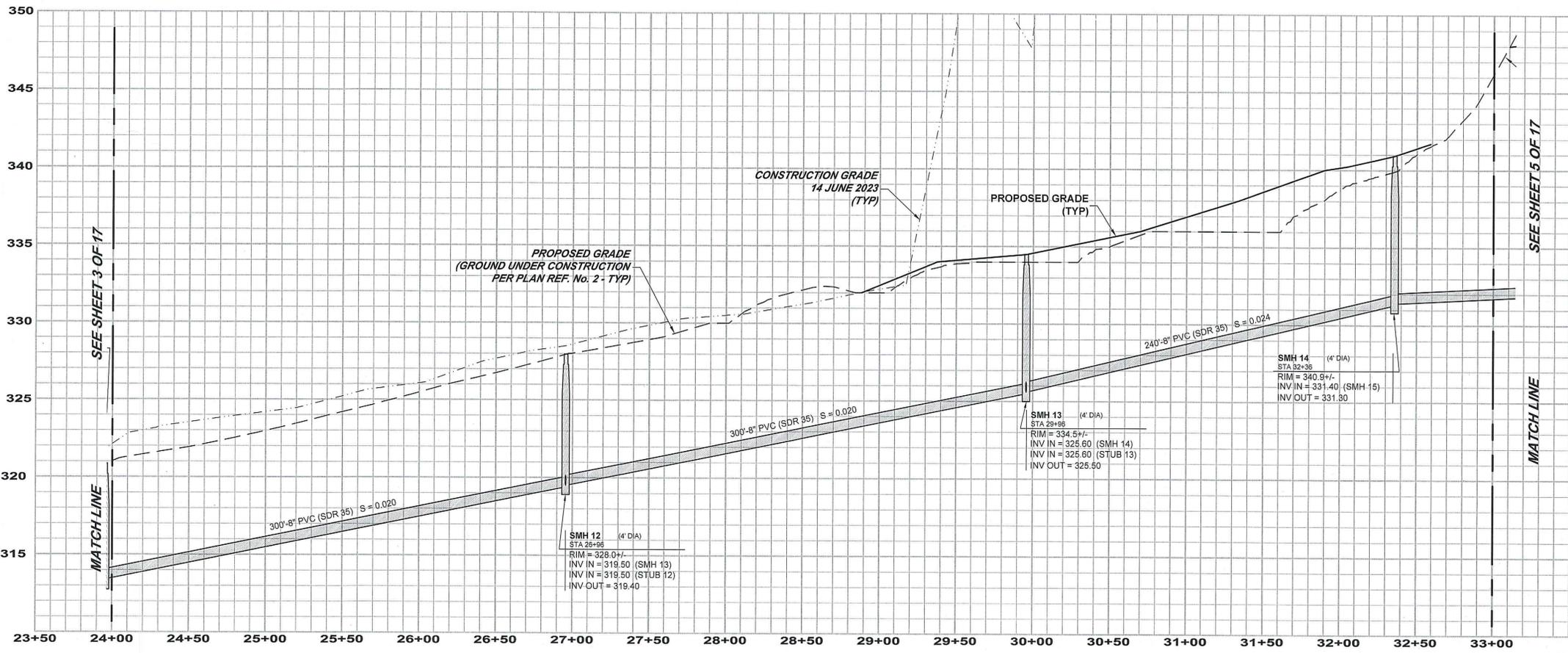
MASTER SITE PLAN (MAP 17, LOT 45)
PROPOSED SEWER MAIN EXTENSION and PAGE ROAD IMPROVEMENTS
14 PAGE RD. & 280 ROCKINGHAM RD.
LONDONDERRY, NEW HAMPSHIRE
PREPARED FOR RECORD OWNER:
EVANS FAMILY LLC
20 AUBURN ROAD LONDONDERRY, NEW HAMPSHIRE 03053 (603) 434-7911
SCALE: 1"=150 Feet
10 APRIL 2023
Hayner/Swanson, Inc.
3 Congress Street Nashua, NH 03062 (603) 883-2057
131 Middlesex Turnpike Burlington, MA 01803 (781) 203-1501
www.hayner-swanson.com
FIELD BOOK: 1072.1056.1058 DRAWING NAME: 4307US-F081 4307-US 1 OF 17
DRAWING LOCATION: 3 \4000\4307\US\4307-US File Number Sheet



NOTE
 NEW SEWER CONNECTIONS PROPOSING TO DISCHARGE TO THIS SYSTEM AT ONE OR MORE OF THE SEWER STUBS PROVIDED, OR OTHER LOCATIONS, SHALL REQUIRE AN NHDES SEWER CONNECTION PERMIT PURSUANT WITH ENV-WQ 703.07.

NOTE
 AREA UNDER CONSTRUCTION PER PLAN REFERENCE No. 2.

NOTE
 1. SMA A WILL SERVE AS A TEMPORARY SEDIMENT BASIN DURING CONSTRUCTION. APPROXIMATE WATERSHED = 17.033 AC. BASIN VOLUME = 217,450 CF (12,768 CF/AC).
 2. FOR ANY TRENCH DEWATERING REQUIRED BETWEEN STATIONS 20+00 AND 37+00, SILT LADEN WATER SHALL BE PUMPED TO A SEDIMENT FILTER BAG PLACED IN SMA A.



PLAN AND PROFILE - SEWER EXTENSION
 STA 24+00 TO STA 33+00
 (MAP 17, LOT 45)

**PROPOSED SEWER MAIN EXTENSION
 and PAGE ROAD IMPROVEMENTS**

14 PAGE RD. & 280 ROCKINGHAM RD.
 LONDONDERRY, NEW HAMPSHIRE

PREPARED FOR/ RECORD OWNER:
EVANS FAMILY LLC

20 AUBURN ROAD LONDONDERRY, NEW HAMPSHIRE 03053 (603) 434-7911



SCALE: HORIZ. 1" = 40 Feet
 VERT. 1" = 4 Feet

10 APRIL 2023

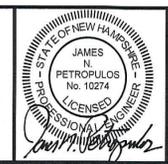
HSI Hayner/Swanson, Inc.
 3 Congress Street, Nashua, NH 03062 (603) 883-2057
 131 Middlesex Turnpike, Burlington, MA 01803 (781) 203-1501
 www.hayner-swanson.com

FIELD BOOK: 1072,1056,1058 | DRAWING NAME: 4307US-PP41 | 4307-US | 4 OF 17
 DRAWING LOCATION: \\4000\4307\DWG\4307-US | File Number | Sheet

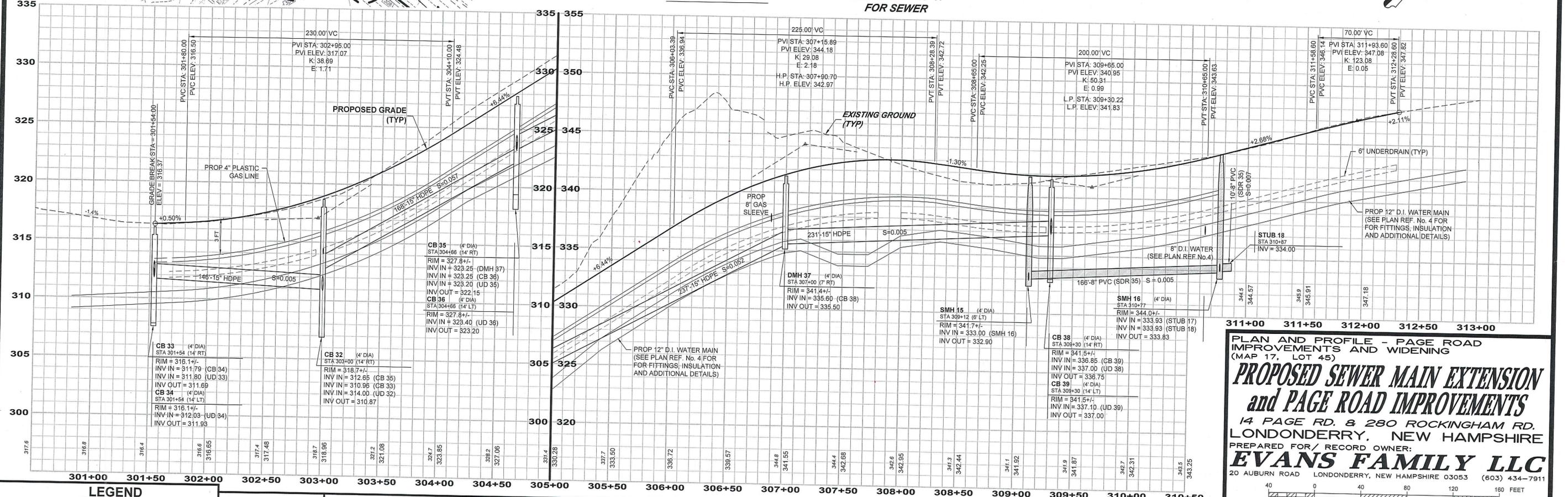
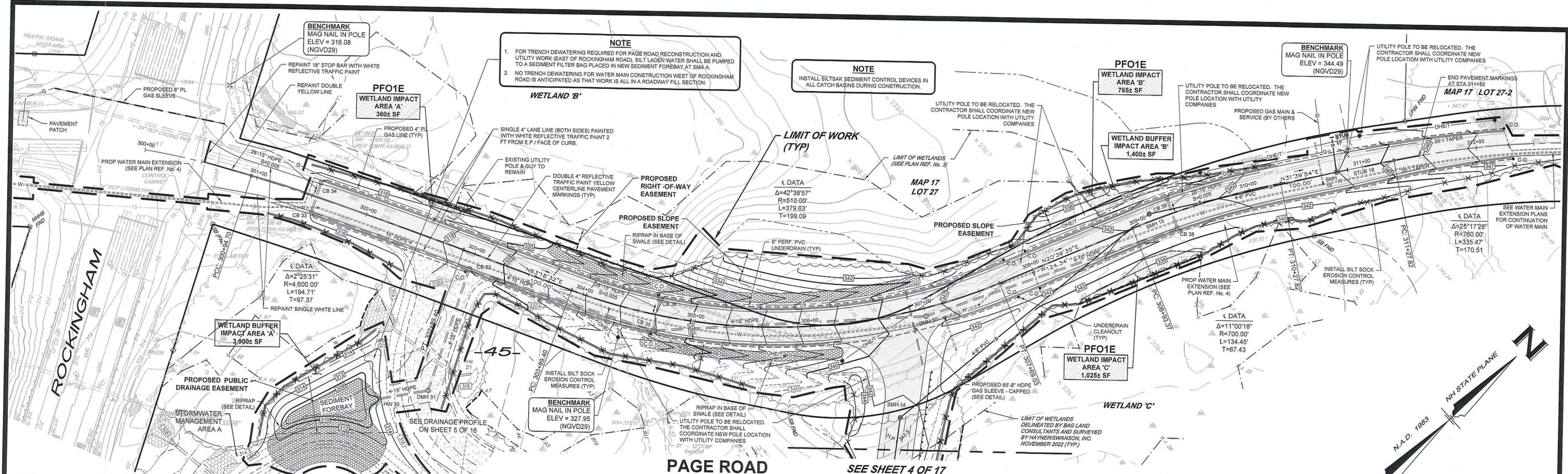
LEGEND

- STORM DRAIN & CATCH BASIN
- STORM DRAIN & MANHOLES
- S/C— SANITARY SEWER & MANHOLES
- W/G— WATER MAIN & GATE VALVE
- G/B— GAS LINE & GATE VALVE
- UTILITY POLE WITH GUY SUPPORT
- STREET LIGHT

BENCHMARK
 TOP OF DRILL HOLE
 NORTHEAST OF NORTHEAST
 CORNER OF TOWER
 LEASED AREA ON
 LOT 103, MAP 15
 ELEV. = 365.35
 (1928 NGVD DATUM)



No.	DATE	REVISION	BY
10	03/13/24	DATE ONLY	EDB
9	01/30/24	ADDRESS NHDES SEWER COMMENTS	EDB
8	12/28/23	DATE ONLY	EDB
7	11/30/23	ADDRESS TOWN COMMENTS	EDB
6	11/16/23	ADDRESS TOWN COMMENTS	EDB
5	10/25/23	ADD NHFG PERMIT CONDITIONS	EDB
4	09/29/23	DATE ONLY	EDB
3	09/20/23	DATE ONLY	EDB
2	08/14/23	ADDRESS TOWN COMMENTS	EDB
1	06/16/23	ADDRESS TOWN COMMENTS	EDB



LEGEND

- Storm Drain & Catch Basin
- Storm Drain & Manholes
- Sanitary Sewer & Manholes
- Water Main & Gate Valve
- Gas Line & Gate Valve
- Utility Pole with Guy Support
- Street Light

BENCHMARK
TOP OF DRILL HOLE
NORTHEAST OF NORTHEAST
CORNER OF TOWER
LEASED AREA ON
LOT 103, MAP 15
ELEV. = 365.36
(1929 NGVD DATUM)



No.	DATE	REVISION	BY
11	07/03/24	ADDRESS TOWN COMMENTS	EDB
10	03/13/24	DATE ONLY	EDB
9	07/30/24	ADDRESS NHDES SEWER COMMENTS	EDB
8	12/28/23	DATE ONLY	EDB
7	11/30/23	ADDRESS TOWN COMMENTS	EDB
6	11/16/23	ADDRESS TOWN COMMENTS	EDB
1-5	06/16/23-10/25/23	PREVIOUS REVISIONS ON FILE AT THE TOWN OF LONDONDERRY	EDB

PLAN AND PROFILE - PAGE ROAD IMPROVEMENTS AND WIDENING (MAP 17, LOT 45)

PROPOSED SEWER MAIN EXTENSION and PAGE ROAD IMPROVEMENTS

14 PAGE RD. & 280 ROCKINGHAM RD.
LONDONDERRY, NEW HAMPSHIRE

PREPARED FOR/ RECORD OWNER:
EVANS FAMILY LLC
20 AUBURN ROAD LONDONDERRY, NEW HAMPSHIRE 03053 (603) 434-7911

SCALE: HORIZ. 1" = 40 Feet
VERT. 1" = 4 Feet

10 APRIL 2023

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3 Congress Street Nashua, NH 03062 (603) 883-2057
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FIELD BOOK: 1072.1056.1058 DRAWING NAME: 4307JUS-PP41
DRAWING LOCATION: J:\4000\4307\DWG\4307-US

4307-US 6 OF 17

SUPPLEMENTAL ATTACHMENT DOE 1-7(e)

MAP 17, LOT 45
SITE PLAN

PROPOSED SEWER MAIN EXTENSION and PAGE ROAD IMPROVEMENTS

14 PAGE RD. & 280 ROCKINGHAM RD.
LONDONDERRY, NEW HAMPSHIRE

LONDONDERRY PLANNING BOARD
CONDITIONAL USE PERMIT (CUP)

CONDITIONS OF APPROVAL:

ON WEDNESDAY JULY 12, 2023 THE LONDONDERRY PLANNING BOARD GRANTED A CONDITIONAL USE PERMIT (CUP) TO ALLOW WETLAND BUFFER DISTURBANCE FOR SEWER AND ROAD CONSTRUCTION WITH THE FOLLOWING GENERAL AND SUBSEQUENT CONDITIONS:

GENERAL AND SUBSEQUENT CONDITIONS

- ALL OF THE CONDITIONS BELOW ARE ATTACHED TO THIS APPROVAL.
- NO CONSTRUCTION OR SITE WORK, AS INDICATED ON THIS PLAN, MAY BE UNDERTAKEN UNTIL A PRE-CONSTRUCTION MEETING WITH TOWN STAFF HAS TAKEN PLACE, FILING OF AN NPDES - EPA PERMIT (IF REQUIRED), AND POSTING OF THE SITE-RESTORATION FINANCIAL GUARANTEE WITH THE TOWN, CONTACT THE DEPARTMENT OF ENGINEERING & ENVIRONMENTAL SERVICES TO ARRANGE THE PRE-CONSTRUCTION MEETING.
- THE PROJECT MUST BE BUILT AND EXECUTED AS SPECIFIED IN THE APPROVED APPLICATION PACKAGE UNLESS MODIFICATIONS ARE APPROVED BY THE PLANNING DEPARTMENT & DEPARTMENT OF ENGINEERING & ENVIRONMENTAL SERVICES, OR, IF STAFF SEEMS APPLICABLE, THE PLANNING BOARD.
- ALL OF THE DOCUMENTATION SUBMITTED IN THE APPLICATION PACKAGE BY THE APPLICANT AND ANY REQUIREMENTS IMPOSED BY OTHER AGENCIES ARE PART OF THIS APPROVAL UNLESS OTHERWISE UPDATED, REVISED, CLARIFIED IN SOME MANNER, OR SUPERSEDED IN FULL OR IN PART. IN THE CASE OF CONFLICTING INFORMATION BETWEEN DOCUMENTS, THE MOST RECENT DOCUMENTATION AND THIS NOTICE HEREIN SHALL GENERALLY BE DETERMINING.
- FIRE DEPARTMENT ACCESS ROADS SHALL BE PROVIDED AT THE START OF THE PROJECT AND MAINTAINED THROUGHOUT CONSTRUCTION. FIRE DEPARTMENT ACCESS ROADS SHALL BE DESIGNED AND MAINTAINED TO SUPPORT THE IMPOSED LOADS OF FIRE APPARATUS AND SHALL BE PROVIDED WITH AN ALL-WEATHER DRIVING SURFACE.
- IT IS THE RESPONSIBILITY OF THE APPLICANT TO OBTAIN ALL OTHER LOCAL, STATE, AND FEDERAL PERMITS, LICENSES, AND APPROVALS WHICH MAY BE REQUIRED AS PART OF THIS PROJECT (THAT WERE NOT RECEIVED PRIOR TO CERTIFICATION OF THE PLANS). CONTACT THE BUILDING DIVISION AT EXTENSION 115 REGARDING BUILDING PERMITS. PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY, ALL SITE IMPROVEMENTS AND OFF-SITE IMPROVEMENTS SHALL BE COMPLETED IN ACCORDANCE WITH THE PLAN APPROVED BY THE PLANNING BOARD. IN ACCORDANCE WITH SECTION 8.01.D OF THE PLANNING REGULATIONS, IN CIRCUMSTANCES THAT PREVENT LANDSCAPING TO BE COMPLETED DUE TO WEATHER CONDITIONS OR OTHER UNIQUE CIRCUMSTANCES, THE BUILDING DIVISION MAY ISSUE A CERTIFICATE OF OCCUPANCY PRIOR TO THE COMPLETION OF LANDSCAPING IMPROVEMENTS, IF AGREED UPON BY THE PLANNING DIVISION & DEPARTMENT OF ENGINEERING & ENVIRONMENTAL SERVICES, WHEN A FINANCIAL GUARANTEE (SEE FORMS AVAILABLE FROM THE ENGINEERING DEPARTMENT) AND AGREEMENT TO COMPLETE IMPROVEMENTS ARE PLACED WITH THE TOWN. THE LANDSCAPING SHALL BE COMPLETED WITHIN 6 MONTHS FROM THE ISSUANCE OF THE CERTIFICATE OF OCCUPANCY, OR THE TOWN SHALL UTILIZE THE FINANCIAL GUARANTEE TO CONTRACT OUT THE WORK TO COMPLETE THE IMPROVEMENTS AS STIPULATED IN THE AGREEMENT TO COMPLETE LANDSCAPING IMPROVEMENTS. NO OTHER IMPROVEMENTS SHALL BE PERMITTED TO USE FINANCIAL GUARANTEE FOR THEIR COMPLETION FOR PURPOSES OF RECEIVING A CERTIFICATE OF OCCUPANCY.
- AS BUILT SITE PLANS MUST BE SUBMITTED TO THE DEPARTMENT OF ENGINEERING & ENVIRONMENTAL SERVICES PRIOR TO THE RELEASE OF THE APPLICANT'S FINANCIAL GUARANTEE.

WETLAND CERTIFICATION

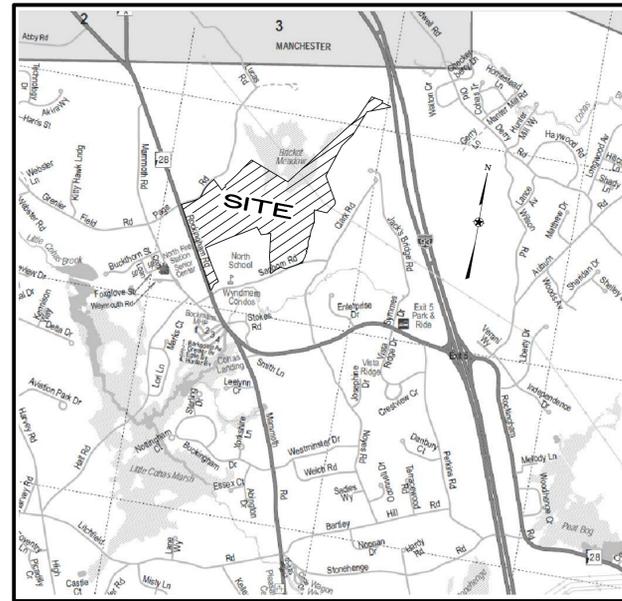
THE WETLANDS ON THIS PROJECT WERE DELINEATED BY BAG LAND CONSULTANTS - 43 ROCKINGHAM STREET, CONCORD NH 03301 (BRUE GILDAY, CWS #88) FROM JANUARY 2023 TO FEBRUARY 2023.

WETLAND BOUNDARIES WERE PREPARED UTILIZING THE FOLLOWING STANDARDS AND METHODOLOGIES:

- CORPS OF ENGINEERS WETLAND DELINEATION MANUAL;
- REGIONAL SUPPLEMENT TO THE CORPS OF ENGINEERS WETLAND DELINEATION MANUAL: NORTH-CENTRAL AND NORTH-EAST REGION, VERSION 2.0 (JANUARY 2012);
- NORTH-CENTRAL-NORTH-EAST REGIONAL WETLAND PLANT LIST PUBLISHED BY THE USACE;
- FIELD INDICATORS OF HYDRIC SOILS IN NEW ENGLAND, VERSION 8.2 PUBLISHED BY THE USDA NRCS;
- FIELD INDICATORS FOR IDENTIFYING HYDRIC SOILS IN NEW ENGLAND, VERSION 4 PUBLISHED BY THE NEIWPCC;
- CLASSIFICATION OF WETLANDS AND DEEPWATER HABITATS OF THE UNITED STATES (COWARDIN ET AL., 1979, REVISED 1985);
- HIGHWAY METHODOLOGY WORKBOOK SUPPLEMENT (USACE, 1999) FOR ASSESSING FUNCTIONS AND VALUES.

VERNAL POOL STUDY VERIFICATION

ON JUNE 8, 2023 A VERNAL POOL STUDY WAS PERFORMED ON WETLAND AREAS 'A' & 'J' BY BRUCE GILDAY, CWS AND DANIEL GEIGER, CWS. STUDIES WERE PERFORMED THROUGHOUT THE DRY POOL AREAS AND MORE SPECIFICALLY IN AREAS WITH STANDING WATER. NO PRIMARY VERNAL POOL SPECIES WERE DOCUMENTED.



VICINITY PLAN
SCALE: 1" = 2,500'

PREPARED FOR/ RECORD OWNER

EVANS FAMILY LLC

20 AUBURN ROAD
LONDONDERRY, NEW HAMPSHIRE 03053
(603) 930-7911

10 APRIL 2023

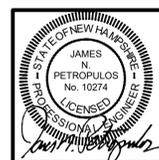
No.	DATE	REVISION	BY
11	07/03/24	ADDRESS TOWN COMMENTS	EDB
10	03/13/24	DATE ONLY	EDB
9	01/30/24	ADDRESS NHDES SEWER COMMENTS	EDB
8	12/28/23	DATE ONLY	EDB
7	11/30/23	ADDRESS TOWN COMMENTS	EDB
6	11/16/23	ADDRESS TOWN COMMENTS	EDB
1-5	06/16/23-10/25/23	PREVIOUS REVISIONS ON FILE AT THE TOWN OF LONDONDERRY	EDB

New England Cottontail (New Hampshire State-Endangered)



- Adults are 15-17" in length
- Brown and gray coat that does NOT change color with the seasons
- Black spot between the ears is sometimes visible but not always present.
- Can be mistaken for non-native Eastern cottontails.

Please report sightings to NH Fish and Game at RAARP@wildlife.nh.gov or at 603-271-2461. Photo documentation, location, and date/time of observation is helpful.



HSI Hayner/Swanson, Inc.

Civil Engineers/Land Surveyors
3 Congress Street
Nashua, NH 03062
(603) 883-2057
www.hayner-swanson.com

131 Middlesex Turnpike
Burlington, MA 01803
(781) 203-1501

INDEX OF PLANS		
SHEET No.	TITLE	
1 OF 17	MASTER SITE PLAN	1"= 160'
2 OF 17	PLAN AND PROFILE - SEWER EXTENSION STA 0+00 TO 12+00	1"= 40' H 1"= 4' V
3 OF 17	PLAN AND PROFILE - SEWER EXTENSION STA 12+00 TO 24+00	1"= 40' H 1"= 4' V
4 OF 17	PLAN AND PROFILE - SEWER EXTENSION STA 24+00 TO STA 33+00	1"= 40' H 1"= 4' V
5 OF 17	PLAN AND PROFILE - SEWER EXTENSION STA 33+00 TO END	1"= 40' H 1"= 4' V
6 OF 17	PLAN AND PROFILE - PAGE ROAD IMPROVEMENTS AND WIDENING	1"= 40' H 1"= 4' V
7 - 13 OF 17	CROSS SECTIONS - PAGE ROAD	1"= 5' H 1"= 5' V
14-17 OF 17	DETAIL SHEET - GENERAL	

PLEASE REPORT OBSERVATIONS OF RARE TURTLES

The NH Fish & Game Department is requesting observations of the following turtle species

Turtles may be attracted to disturbed ground during nesting season (May 15th - June 30th)

Turtles are most active from April 15th - October 15th



Blanding's turtle
(State Endangered)
Large, dark/black domed shell with lighter speckles.
Distinct yellow throat/chin.
Aquatic but often moves on land.



Spotted turtle
(State Threatened)
Small, mostly aquatic with black or dark brown with yellow spots.
Fairly flat shell compared to Blanding's turtle.
Spots vary in color and number.

Rs 1401.03 (a) No person shall take or possess a spotted turtle (Emydoidea blandingii), Blanding's turtle (Emydoidea blandingii), or any egg or part thereof.

Report sightings immediately to NHFG Wildlife Division at 603-271-2461 (M-F 8-4) or to NHFG Wildlife Biologist Melissa Winters 603-479-1129 (cell) anytime. Please report promptly, noting specific location and date - Photographs strongly encouraged

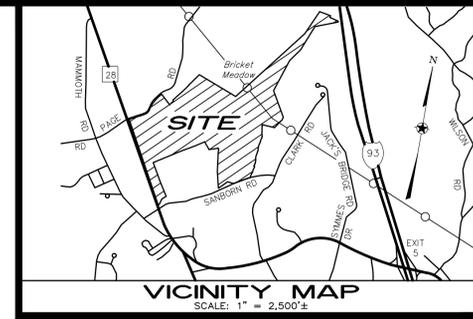
3 Congress Street Nashua, NH 03062 (603) 883-2057
131 Middlesex Turnpike Burlington, MA 01803 (781) 203-1501
www.hayner-swanson.com

Hayner/Swanson, Inc.



PLAN REFERENCES:

- 1. SUBDIVISION PLAN, LOT 45, MAP 17, CLARK FARMS INDUSTRIAL CENTER, PAGE ROAD, LONDONDERRY, NEW HAMPSHIRE, PREPARED FOR/RECORD OWNER: EVANS FAMILY LIMITED PARTNERSHIP, DATED: 3 MAY 2011 WITH REVISIONS THRU 09/02/11, PREPARED BY THIS OFFICE. RECORDED: R.C.R.D. - PLAN No. 37040.
2. SITE PLAN (MAP 17, LOT 45), SITE PREPARATION PLAN, 14 PAGE ROAD & 280 ROCKINGHAM ROAD, LONDONDERRY, NEW HAMPSHIRE, PREPARED FOR/RECORD OWNER: EVANS FAMILY LIMITED PARTNERSHIP, DATED: 1 OCTOBER 2018 WITH REVISIONS THRU 07/28/20 AND PREPARED BY THIS OFFICE.
3. SITE PLANS, PROPOSED PAGE ROAD WAREHOUSE, 13 PAGE ROAD, LONDONDERRY, NEW HAMPSHIRE, OWNER: CHARLES H. EVANS, APPLICANT: RHINO CAPITAL ADVISORS, LLC, ASSESSOR'S MAP: 17, LOT: 27, DATED ISSUED: OCTOBER 13, 2022, LATEST ISSUE: FEBRUARY 27, 2023 AND PREPARED BY VHB.
4. UTILITY PLAN, PROPOSED WATER MAIN EXTENSION, PAGE ROAD, LONDONDERRY, NEW HAMPSHIRE, PREPARED FOR: EVANS FAMILY LIMITED PARTNERSHIP, DATED 10 APRIL 2023, REVISED THROUGH 08/14/23, AND PREPARED BY THIS OFFICE.
5. PROPOSED R.O.W. EASEMENT PLAN, MAP 17, LOT 27, IN LONDONDERRY, NEW HAMPSHIRE, RECORD OWNER: CHARLES H. EVANS, PREPARED FOR: RHINO CAPITAL ADVISORS, LLC, SCALE: 1" = 50', DATED: AUGUST 24, 2023 AND PREPARED BY VANASSE HANGEN BRUSTLIN, INC.
6. EASEMENT PLAN, MAP 15, LOT 164 & MAP 17, LOT 45, PROPOSED SEWER MAIN EXTENSION AND PAGE ROAD IMPROVEMENTS, 14 PAGE ROAD, 280 ROCKINGHAM ROAD & 11 SANBORN ROAD, LONDONDERRY, NH, PREPARED FOR/RECORD OWNER: EVANS FAMILY LLC (LOT 45), ADDITIONAL OWNER: CUE NOMINEE TRUST (LOT 164), SCALE: 1" = 80', DATED: 20 OCTOBER 2023 AND PREPARED BY THIS OFFICE. TO BE RECORDED.

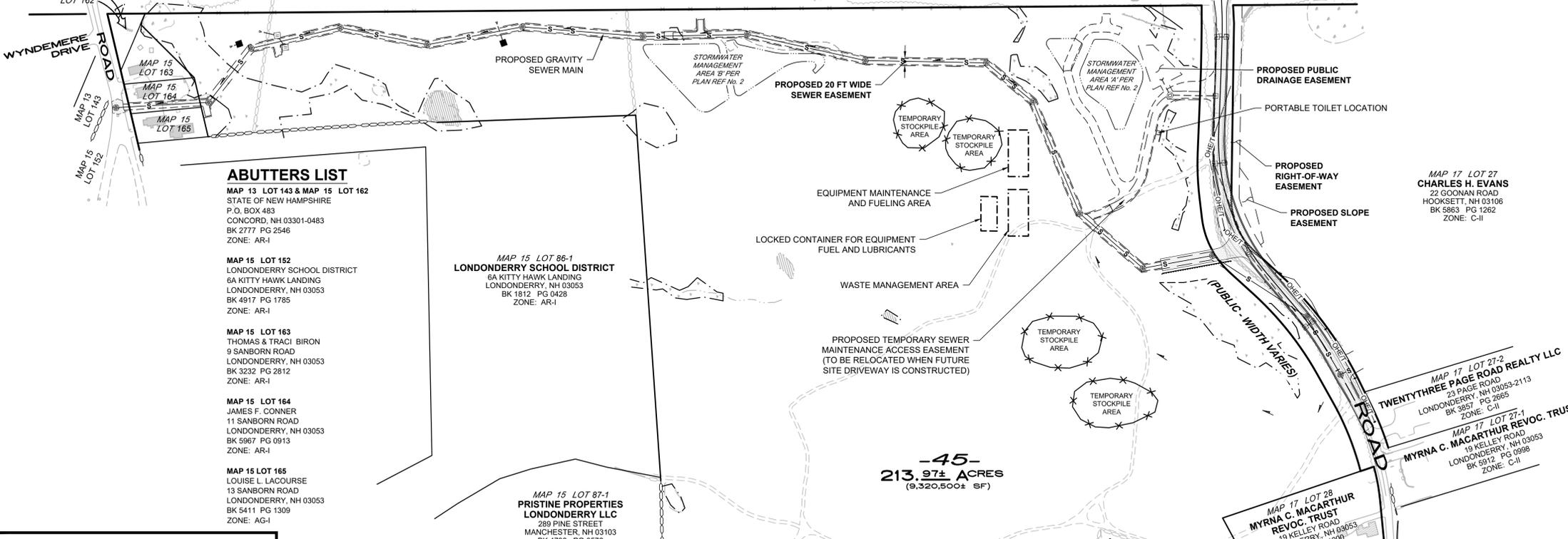


NOTES:

- 1. PURPOSE OF PLAN:
A. TO SHOW PROPOSED PUBLIC SEWER MAIN IMPROVEMENTS TO BE CONSTRUCTED FROM AN EXISTING SANITARY SEWER MAIN IN SANBORN ROAD, CROSS-COUNTRY THROUGH MAP 15, LOT 164 AND MAP 17, LOT 45 TO PAGE ROAD IN LONDONDERRY, NH.
B. TO SHOW PAGE ROAD WIDENING IMPROVEMENTS.
2. JURISDICTIONAL WETLANDS ADJACENT TO THE PROPOSED SEWER MAIN CONSTRUCTION ROUTE WERE DELINEATED BY BAG LAND SERVICES AND LOCATED BY HAYNER/SWANSON, INC.
3. 2,700+ SF OF TEMPORARY JURISDICTIONAL WETLAND DISTURBANCE, AND 2,150+ SF OF PERMANENT WETLAND BUFFER DISTURBANCE ARE PROPOSED BY THIS SEWER PROJECT.
4. THE PROPOSED WORK AREA IS LOCATED WITHIN AN AREA OF MINIMAL FLOOD HAZARD, ZONE X, AS DETERMINED FROM THE FLOOD INSURANCE STUDY (FIRM), ROCKINGHAM COUNTY TOWN OF LONDONDERRY, NEW HAMPSHIRE, COMMUNITY No. 330134, PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, MAP NUMBER: 330150316E, DATED: MAY 17, 2005.
5. THIS ENTIRE PLAN SET IS ON FILE AT THE LONDONDERRY PLANNING, ENGINEERING & ENVIRONMENTAL SERVICES DEPARTMENTS AT TOWN OFFICES.
6. THE OWNER/CONTRACTOR IS REQUIRED TO FILE AN EPA/NPDES NOTICE OF INTENT UNDER GENERAL PERMIT No. NHR100000 AT LEAST FIFTEEN (15) DAYS PRIOR TO START OF CONSTRUCTION.
7. IF DURING CONSTRUCTION, IT BECOMES APPARENT THAT DEFICIENCIES EXIST IN THE APPROVED DESIGN DRAWINGS, THE OWNER SHALL BE REQUIRED TO CORRECT THE DEFICIENCIES TO MEET THE REQUIREMENTS OF THE APPLICABLE REGULATIONS AT NO EXPENSE TO THE TOWN OF LONDONDERRY.
8. ALL MATERIALS AND METHODS OF CONSTRUCTION SHALL CONFORM TO THE TOWN OF LONDONDERRY REGULATIONS AND THE LATEST EDITION OF THE NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION'S STANDARD SPECIFICATIONS FOR ROAD & BRIDGE CONSTRUCTION, AND NHDES ENV WQ 700.
9. ALL IMPROVEMENTS SPECIFIED ON THESE PLANS SHALL BE CONSTRUCTED, COMPLETED, AND INSPECTED AND APPROVED BY THE TOWN OF LONDONDERRY PRIOR TO BEING PUT INTO SERVICE.
10. IF DURING CONSTRUCTION, IT BECOMES APPARENT THAT ADDITIONAL EROSION CONTROL MEASURES ARE REQUIRED TO STOP ANY EROSION ON THE CONSTRUCTION AREA DUE TO ACTUAL SITE CONDITIONS, THE OWNER SHALL BE REQUIRED TO INSTALL THE NECESSARY EROSION PROTECTION AT NO EXPENSE TO THE TOWN OF LONDONDERRY.
11. THE REQUIRED BONDING SHALL BE PUT INTO PLACE AND A PRECONSTRUCTION MEETING SHALL BE CONDUCTED WITH TOWN OF LONDONDERRY AND MANCHESTER WATER WORKS PERSONNEL PRIOR TO COMMENCING CONSTRUCTION.
12. THE CONTRACTOR SHALL PREPARE AND SUBMIT A TRAFFIC CONTROL PLAN FOR APPROVAL BY THE LONDONDERRY DEPT. OF PUBLIC WORKS, AND NHDOT IF THERE ARE IMPACTS TO THE DOT ROW.
13. IN ACCORDANCE WITH SECTION 6.01 OF THE LONDONDERRY SITE PLAN REGULATIONS AND RSA 676:13, ALL IMPROVEMENTS SPECIFIED ON THESE SITE PLANS SHALL BE CONSTRUCTED, COMPLETED, AND INSPECTED AND APPROVED BY THE TOWN OF LONDONDERRY PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY.
14. REQUIREMENTS PRIOR TO ACCEPTANCE OF ANY ADDITIONAL WASTEWATER FLOW FROM SOURCES UPSTREAM OF LONDONDERRY SEWER MANHOLE H-6, LOCATED AT THE INTERSECTION OF MAMMOTH ROAD AND SANBORN ROAD:
A. COMPLETE SURVEY OF CURRENT CONDITIONS DOWNSTREAM OF MANHOLE H-6 DOWN TO THE INCOMING LINE OF MANHOLE H-1, AND
B. SIMULTANEOUS CONTINUOUS FLOW MONITORING USING QUICK INSERT FLUME INSTALLED IN MANHOLE H-5 (TO MONITOR INCOMING FLOW), AND A QUICK INSERT FLUME INSTALLED IN MANHOLE H-49 (TO MONITOR INCOMING FLOW), AND A QUICK INSERT FLUME INSTALLED IN MANHOLE H-23 (TO MONITOR INCOMING FLOW), CONFIGURATION FACILITIES OBTAINING MOST ACCURATE PEAK, AVERAGE, AND MINIMUM FLOWS, WHICH ARE REQUIRED FOR FLOW CAPACITY ANALYSIS.
C. IF THE RESULTS OF THE FLOW CAPACITY ANALYSIS INDICATE FURTHER HYDRAULIC CAPACITY EVALUATION:
1. PERFORM PIPELINE CCTV INSPECTION WITHOUT PREPARATORY CLEANING AT DESIGNATED PIPE LINES TO CONFIRM EXISTING PIPELINE OPERATION & MAINTENANCE CONDITIONS.
2. BASED ON THE RESULTS OF C1 ABOVE, PERFORM PIPELINE CLEANING AND FOLLOW UP CCTV TO CONFIRM CLEANING EFFECTIVENESS WARRANTED.
D. DEPENDING ON THE RESULTS OF THE EVALUATION DESCRIBED ABOVE, SOME SEWER PIPE REPAIR AND/OR REPLACEMENT MAY BE REQUIRED.
15. ANY FUTURE DEVELOPMENT OR REDEVELOPMENT OF LOT 45 WILL REQUIRE CONSTRUCTION OF NEW DRIVEWAY AT THE LOCATION PER APPROVED PLAN SIGNED BY PLANNING BOARD ON JULY 30, 2020 (APPROXIMATE PAGE ROAD STATION 306+50). THE CURRENT GRAVEL HAUL ROAD TO BE USED AS A DRIVEWAY DURING LOT 45 SITE PREPARATION PHASE ONLY. NO OTHER USE OF THE HAUL ROAD DRIVEWAY IS ALLOWED TO ACCESS PAGE ROAD EXCEPT TO CONSTRUCT THE INDICATED SEWER LINE AND ASSOCIATED STORMWATER FACILITIES ON THESE PLANS. WHEN APPLICABLE, A NEW DRIVEWAY DESIGN NEAR STA. 306+50 SHALL BE PROVIDED AND REVISED TO ADDRESS THE NEW PAGE ROAD DRAINAGE SHOWN ON THESE PLANS MEETING APPROVAL OF THE LONDONDERRY PLANNING BOARD IF NECESSARY.
16. OWNER OF RECORD:
MAP 17, LOT 45
EVANS FAMILY LIMITED PARTNERSHIP
20 AUBURN ROAD
LONDONDERRY, NH 03053
RCRD - BK 3118, PG 561
RCRD - BK 3085, PG 716

MAP 15 LOT 161 CITY OF MANCHESTER ONE AIRPORT ROAD, SUITE 300 MANCHESTER, NH 03103 BK 3486 PG 2487 ZONE: C-II
MAP 15 LOT 159 MARKETPLACE GROUP LLC 44 WEST BROADWAY DERRY, NH 03038 BK 5940 PG 1891 ZONE: C-II
MAP 15 LOT 166 MAM HOLDINGS LLC 6 NORTH VIEW TERRACE HOOKSETT, NH 03106 BK 6339 PG 1577 ZONE: C-II
MAP 15 LOT 233 WILLIAM O. MERRILL REVOCABLE TRUST 569 MAMMOTH ROAD LONDONDERRY, NH 03053 BK 5459 PG 2024 ZONE: AR-I
MAP 15 LOT 234 EVANS FAMILY LTD PARTNERSHIP 20 AUBURN ROAD LONDONDERRY, NH 03053 BK 3085 PG 0716 ZONE: AR-I
MAP 17 LOT 25 PAGE ROCK LLC 48 HANCOCK STREET MANCHESTER, NH 03101 BK 6276 PG 0396 ZONE: C-II

ROCKINGHAM ROAD (CLASS II PUBLIC - 150 FT WIDE) NH ROUTE 28



ABUTTERS LIST

MAP 13 LOT 143 & MAP 15 LOT 162 STATE OF NEW HAMPSHIRE P.O. BOX 483 CONCORD, NH 03301-0483 BK 2777 PG 2546 ZONE: AR-4
MAP 15 LOT 152 LONDONDERRY SCHOOL DISTRICT 6A KITTY HAWK LANDING LONDONDERRY, NH 03053 BK 4917 PG 1785 ZONE: AR-4
MAP 15 LOT 163 THOMAS & TRACI BIRON 9 SANBORN ROAD LONDONDERRY, NH 03053 BK 3232 PG 2812 ZONE: AR-4
MAP 15 LOT 164 JAMES F. CONNER 11 SANBORN ROAD LONDONDERRY, NH 03053 BK 5967 PG 0913 ZONE: AR-4
MAP 15 LOT 165 LOUISE L. LACOURSE 13 SANBORN ROAD LONDONDERRY, NH 03053 BK 5411 PG 1309 ZONE: AR-4
MAP 15 LOT 86-1 LONDONDERRY SCHOOL DISTRICT 6A KITTY HAWK LANDING LONDONDERRY, NH 03053 BK 1812 PG 0428 ZONE: AR-4
MAP 15 LOT 87-1 PRISTINE PROPERTIES LONDONDERRY LLC 289 PINE STREET MANCHESTER, NH 03103 BK 4798 PG 0576 ZONE: R-II

-45- 213.97± ACRES (9,320,500± SF)

PERMITS GRANTED:

- (A) NHDES ALTERATION OF TERRAIN PERMIT No. Aot-2476 DATE: OCTOBER 30, 2023
(B) NHDES WETLAND BUREAU PERMIT No. 2023-02084 DATE: NOVEMBER 10, 2023
(C) NHDES SEWER CONNECTION PERMIT No. D2023-1201 DATE: FEBRUARY 6, 2024
(D) CUP FOR WETLAND BUFFER DISTURBANCE APPROVED BY LONDONDERRY PLANNING BOARD ON JULY 12, 2023.
(E) TOWN OF LONDONDERRY STORMWATER PERMIT (14 PAGE ROAD) PERMIT No. 017-045 SWDP-A DATE: JANUARY 29, 2024
(F) TOWN OF LONDONDERRY STORMWATER PERMIT (11 SANBORN ROAD) PERMIT No. 015-164 SWDP-A DATE: JANUARY 29, 2024
(G) NHDOT PAGE ROAD DRIVEWAY PERMIT PERMIT No. 05-269-0073 DATE: FEBRUARY 22, 2024
(H) TOWN OF LONDONDERRY SEWER DESIGN APPROVAL LETTER DATE: FEBRUARY 27, 2024

WAIVERS:

A WAIVER FROM THE FOLLOWING SECTION OF THE LONDONDERRY SUBDIVISION REGULATIONS WAS GRANTED BY THE LONDONDERRY PLANNING BOARD ON JULY 12, 2023:
(A) SECTION 3.09.R (TABLE 1, NOTE 3 - MAXIMUM GRADE ON LOCAL STREET) TO ALLOW A GRADE OF 6.44% FOR 193.39 FEET WHERE 6% IS ALLOWED.

SURVEY NOTES:

- 1. THE EXISTING TOPOGRAPHY, AS SHOWN ON THE PLANS, IS BASED IN PART ON AN ACTUAL FIELD SURVEY MADE ON THE GROUND BETWEEN APRIL 1998 AND MARCH 2023 AND AERIAL PHOTOGRAPHY DATED APRIL 8, 1998.
2. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE ACCURACY OF THE EXISTING TOPOGRAPHY PRIOR TO EARTHWORK OPERATIONS. NO CLAIM FOR EXTRA WORK DUE TO TOPOGRAPHIC INACCURACY SHALL BE CONSIDERED AFTER EARTHWORK HAS COMMENCED.
3. SURVEY CONTROL DATA: HORIZONTAL DATUM: NAD83 HORIZONTAL PROJECTION: NH STATE PLANE VERTICAL DATUM: NGVD29 UNITS: US SURVEY FEET
4. THE CONTRACTOR SHALL ONLY USE BENCHMARKS AS PROVIDED BY THE ENGINEER.

LEGEND

- EXISTING GROUND CONTOUR
EXISTING SPOT ELEVATION
PROPOSED GRADE
PROPOSED SPOT GRADE
STORM DRAIN & CATCH BASIN
STORM DRAIN & MANHOLES
STORM DRAIN & HEADWALL
STORM DRAIN & END SECTION
SANITARY SEWER & MANHOLES
WATER MAIN & HYDRANT
WATER MAIN & GATE VALVE
GAS LINE & GATE VALVE
UTILITY POLE WITH GUY SUPPORT
STREET LIGHT
OVERHEAD ELECTRIC & TELEPHONE
UNDERGROUND ELECTRIC & MANHOLES
SIGN
BUILDING SETBACK LINE
WETLAND FLAGGING LIMIT
WETLAND BUFFER LINE
WIRE FENCE
CHAINLINK FENCE
GUARDRAIL
PAVEMENT SAWCUT
CONCRETE
PROPOSED PAVEMENT
RIPRAP / STONE
TREE LINE

ZONING NOTE

THE ZONING BUILDING SETBACKS DEPICTED ON THIS PLAN ARE THOSE WE HAVE INTERPRETED FROM THE LATEST ZONING ORDINANCE OF THE MUNICIPALITY AND, AS SUCH, ARE ONLY OPINIONS EXPRESSED BY HAYNER/SWANSON, INC. THE FINAL INTERPRETATION OF THE ORDINANCE CAN ONLY BE MADE BY THE APPROPRIATE ZONING AUTHORITY. SINCE BUILDING ORIENTATION, PROPOSED USES, AND OTHER FACTORS CAN AFFECT THE SETBACKS, PRIOR TO ANY DEVELOPMENT OF THIS PROPERTY, THE BUILDER/OWNER MUST CONSULT WITH THE TOWNSHIP TO INSURE THE CORRECT APPLICATION OF THE ZONING ORDINANCE.

UTILITY NOTE

THE UNDERGROUND UTILITIES DEPICTED HEREON HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND PLOTTED FROM EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES DEPICTED COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND PORTIONS OF THE UTILITIES.

BENCHMARK

TOP OF DRILL HOLE NORTHEAST OF NORTHEAST CORNER OF TOWER LEASED AREA ON LOT 103, MAP 15 ELEV. = 365.36 (1929 NGVD DATUM)

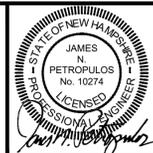


Table with columns: No., DATE, REVISION, ADDRESS TOWN COMMENTS, EDB. Includes entries for 11, 10, 9, 8, 7, 6, 5, 1-5 with various dates and revision descriptions.

FOR EVANS FAMILY LLC DATE: 3/13/2024

MASTER SITE PLAN (MAP 17, LOT 45)

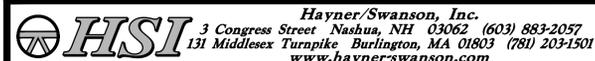
PROPOSED SEWER MAIN EXTENSION and PAGE ROAD IMPROVEMENTS

14 PAGE RD. & 280 ROCKINGHAM RD. LONDONDERRY, NEW HAMPSHIRE PREPARED FOR/ RECORD OWNER: EVANS FAMILY LLC

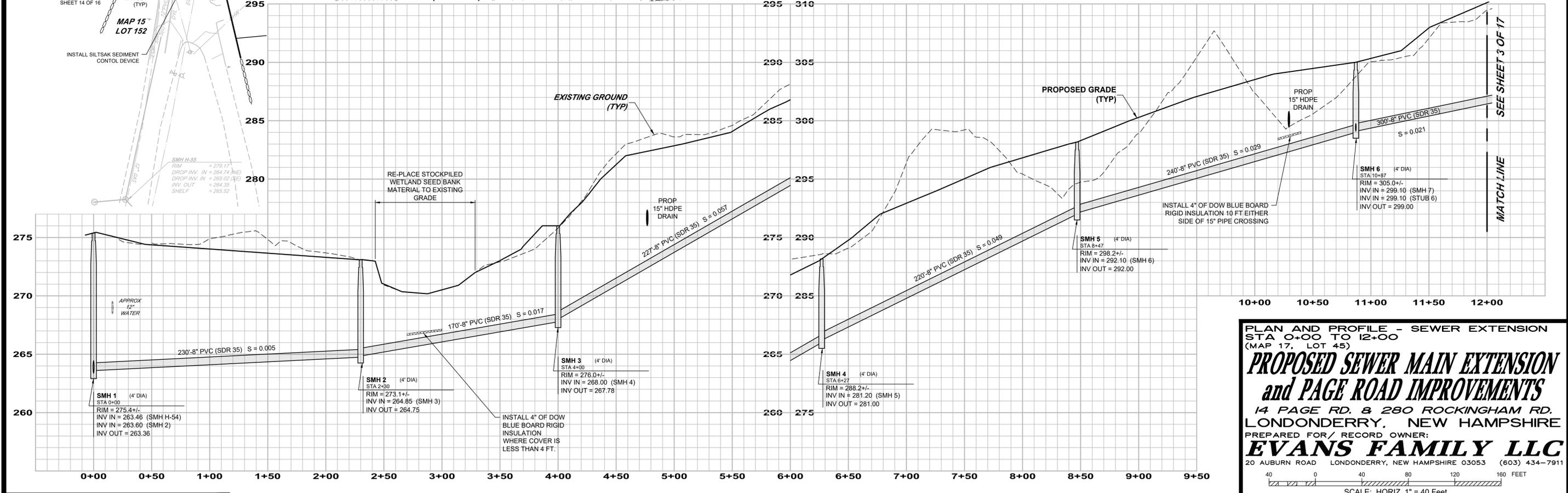
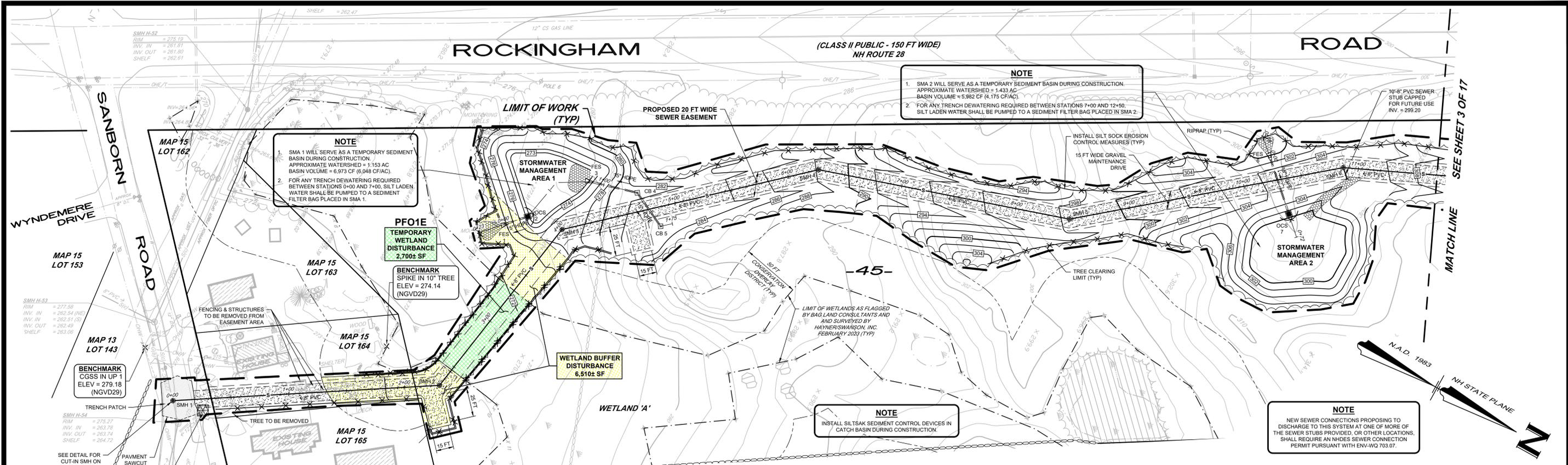
20 AUBURN ROAD LONDONDERRY, NEW HAMPSHIRE 03053 (603) 434-7911



10 APRIL 2023



FIELD BOOK: 10721056.1058 DRAWING NAME: 430705-F081 4307-US 1 OF 17 DRAWING LOCATION: J:\4000\4307.DWG\4307-US



LEGEND

- STORM DRAIN & CATCH BASIN
- STORM DRAIN & MANHOLES
- SANITARY SEWER & MANHOLES
- WATER MAIN & GATE VALVE
- GAS LINE & GATE VALVE
- UTILITY POLE WITH GUY SUPPORT
- STREET LIGHT

BENCHMARK

TOP OF DRILL HOLE
NORTHEAST OF NORTHEAST
CORNER OF TOWER
LEASED AREA ON
LOT 103, MAP 15
ELEV. = 365.36
(1929 NGVD DATUM)

SMH 1 (4" DIA)
STA 0+00
RIM = 275.4+/-
INV IN = 263.46 (SMH H-54)
INV IN = 263.60 (SMH 2)
INV OUT = 263.36

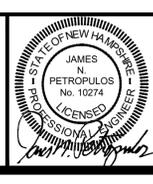
SMH 2 (4" DIA)
STA 2+30
RIM = 273.1+/-
INV IN = 264.85 (SMH 3)
INV OUT = 264.75

SMH 3 (4" DIA)
STA 4+00
RIM = 276.0+/-
INV IN = 268.00 (SMH 4)
INV OUT = 267.78

SMH 4 (4" DIA)
STA 6+27
RIM = 288.2+/-
INV IN = 281.20 (SMH 5)
INV OUT = 281.00

SMH 5 (4" DIA)
STA 8+47
RIM = 298.2+/-
INV IN = 292.10 (SMH 6)
INV OUT = 292.00

SMH 6 (4" DIA)
STA 10+87
RIM = 305.0+/-
INV IN = 299.10 (SMH 7)
INV IN = 299.10 (STUB 6)
INV OUT = 299.00



No.	DATE	REVISION	BY
11	07/03/24	ADDRESS TOWN COMMENTS	EDB
10	03/13/24	DATE ONLY	EDB
9	01/30/24	ADDRESS NHDES SEWER COMMENTS	EDB
8	12/28/23	DATE ONLY	EDB
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6	11/16/23	ADDRESS TOWN COMMENTS	EDB
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**PLAN AND PROFILE - SEWER EXTENSION
STA 0+00 TO 12+00
(MAP 17, LOT 45)**

**PROPOSED SEWER MAIN EXTENSION
and PAGE ROAD IMPROVEMENTS**

14 PAGE RD. & 280 ROCKINGHAM RD.
LONDONDERRY, NEW HAMPSHIRE

PREPARED FOR/ RECORD OWNER:
EVANS FAMILY LLC
20 AUBURN ROAD LONDONDERRY, NEW HAMPSHIRE 03053 (603) 434-7911

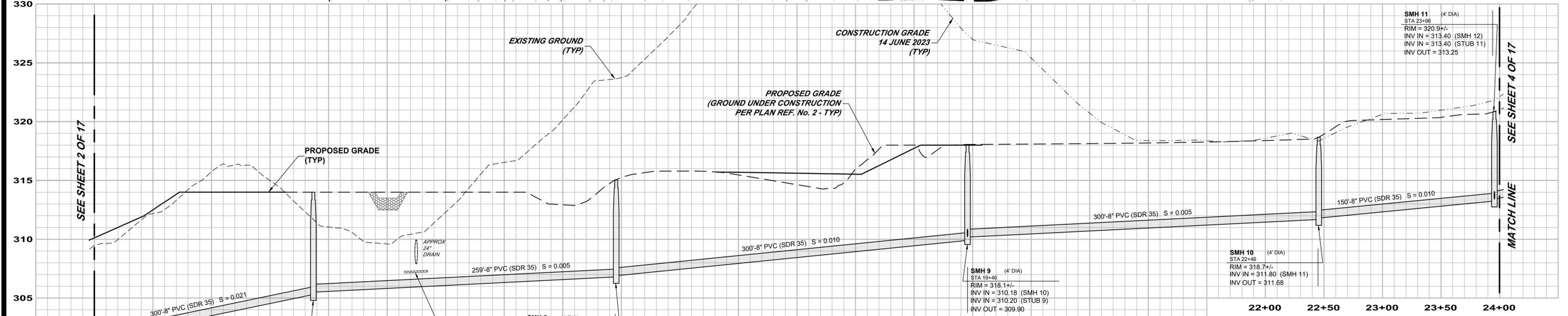
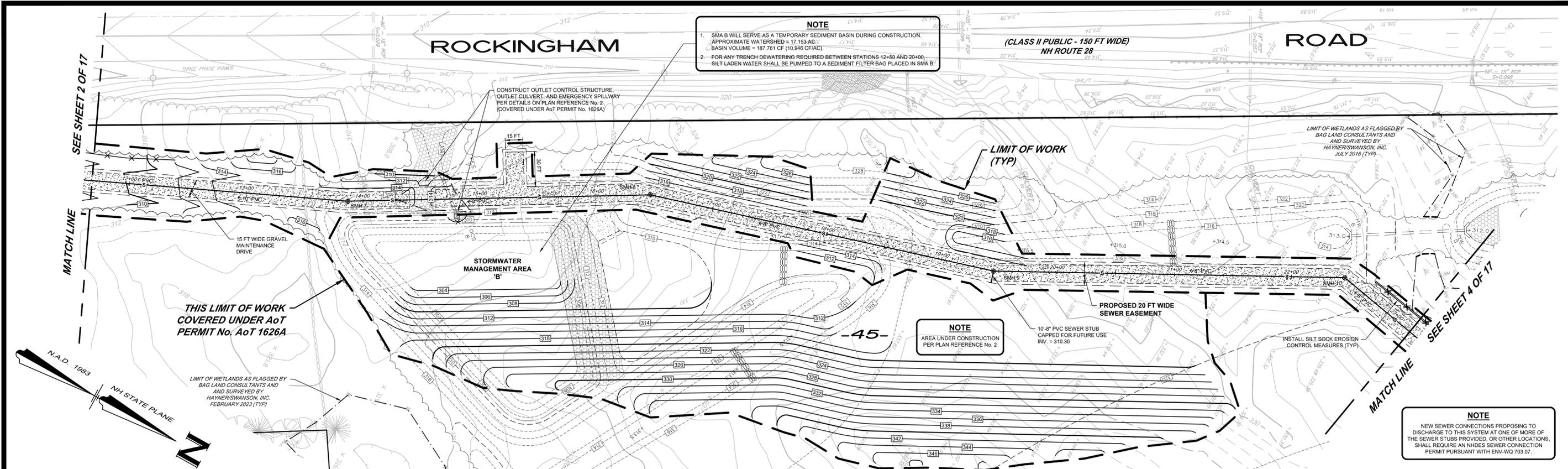
SCALE: HORIZ. 1" = 40 Feet
VERT. 1" = 4 Feet

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4307-US 2 OF 17



PLAN AND PROFILE - SEWER EXTENSION STA 12+00 TO 24+00 (MAP 17, LOT 45)

PROPOSED SEWER MAIN EXTENSION and PAGE ROAD IMPROVEMENTS

14 PAGE RD. & 280 ROCKINGHAM RD. LONDONDERRY, NEW HAMPSHIRE
 PREPARED FOR/ RECORD OWNER:
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 20 AUBURN ROAD LONDONDERRY, NEW HAMPSHIRE 03053 (603) 434-7911

SCALE: HORIZ. 1" = 40 Feet
 VERT. 1" = 4 Feet

10 APRIL 2023

LEGEND

- Storm Drain & Catch Basin
- Storm Drain & Manholes
- Sanitary Sewer & Manholes
- Water Main & Gate Valve
- Gas Line & Gate Valve
- Utility Pole with Guy Support
- Street Light

BENCHMARK
 TOP OF DRILL HOLE
 NORTHEAST OF NORTHEAST
 CORNER OF TOWER
 LEASED AREA ON
 LOT 103, MAP 15
 ELEV. = 365.36
 (1929 NGVD DATUM)



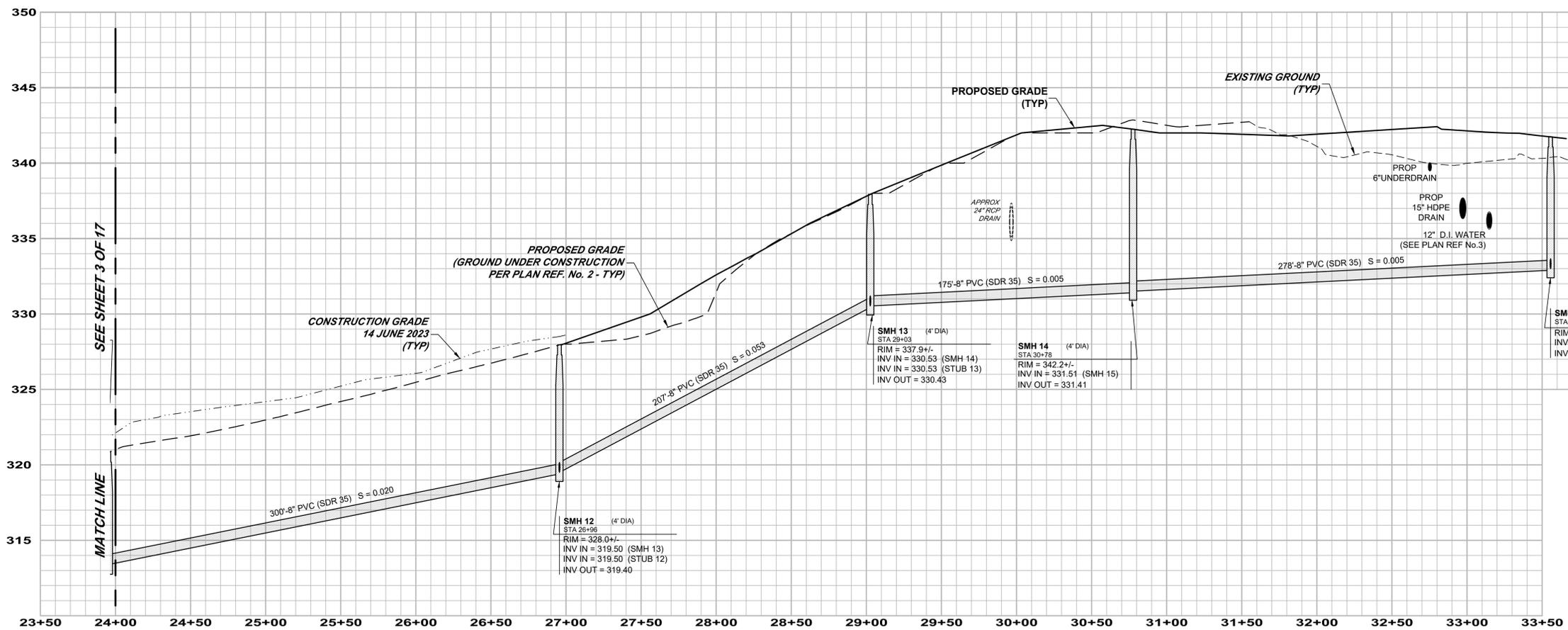
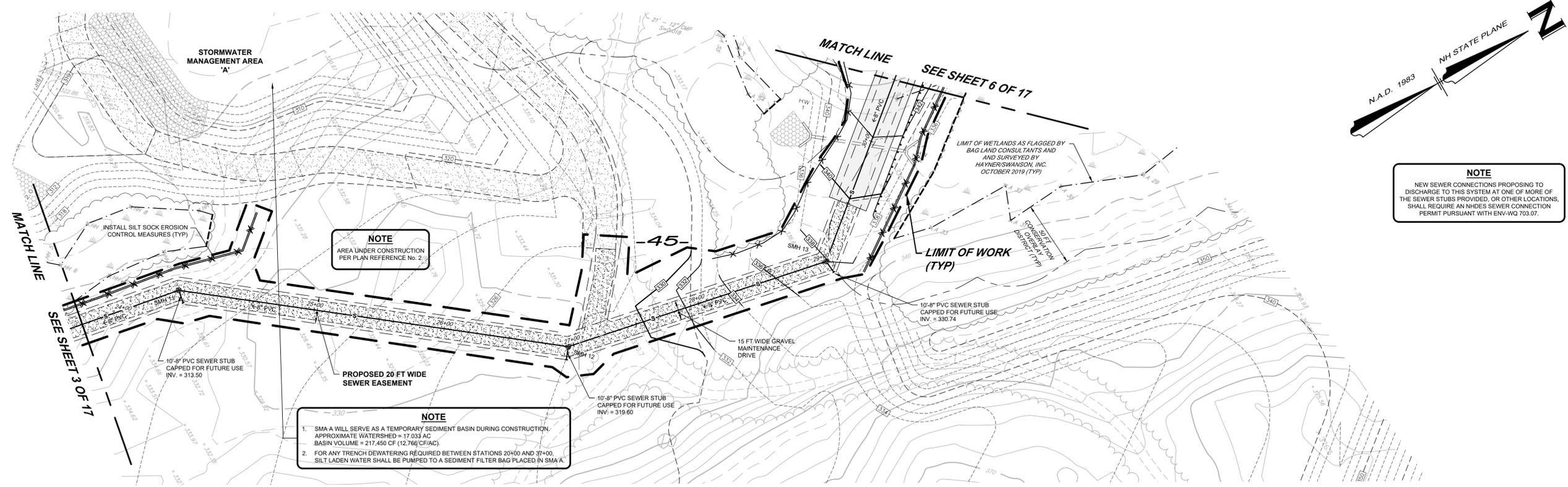
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PLAN AND PROFILE - SEWER EXTENSION STA 12+00 TO 24+00 (MAP 17, LOT 45)

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4307-US 3 OF 17



PLAN AND PROFILE - SEWER EXTENSION
STA 24+00 TO STA 33+00
(MAP 17, LOT 45)

PROPOSED SEWER MAIN EXTENSION and PAGE ROAD IMPROVEMENTS

14 PAGE RD. & 280 ROCKINGHAM RD.
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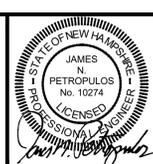
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10 APRIL 2023

LEGEND

- Storm Drain & Catch Basin
- Storm Drain & Manholes
- Sanitary Sewer & Manholes
- Water Main & Gate Valve
- Gas Line & Gate Valve
- Utility Pole with Guy Support
- Street Light

BENCHMARK
TOP OF DRILL HOLE
NORTHEAST OF NORTHEAST
CORNER OF TOWER
LEASED AREA ON
LOT 103, MAP 15
ELEV. = 365.36
(1929 NGVD DATUM)

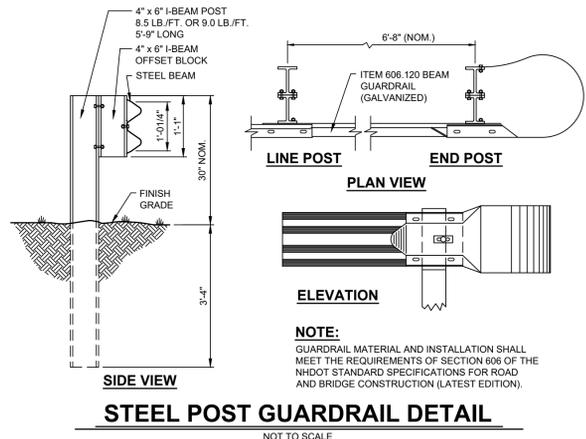
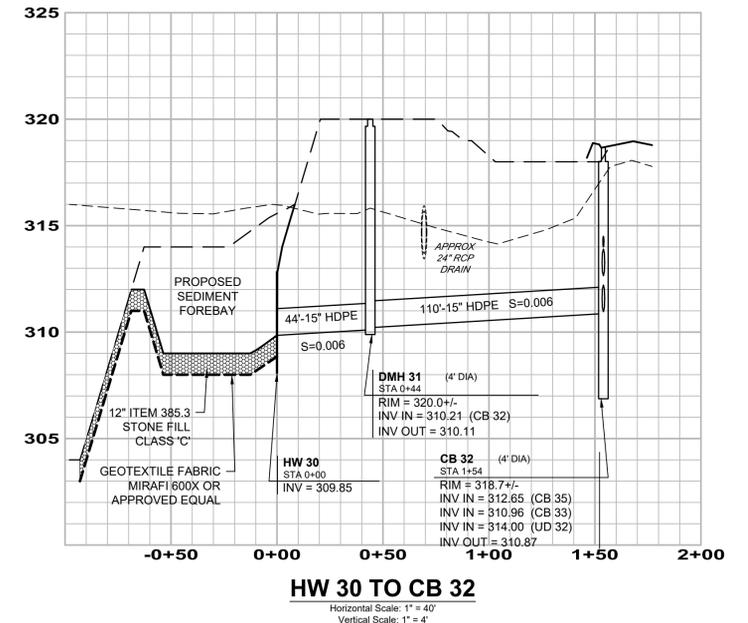
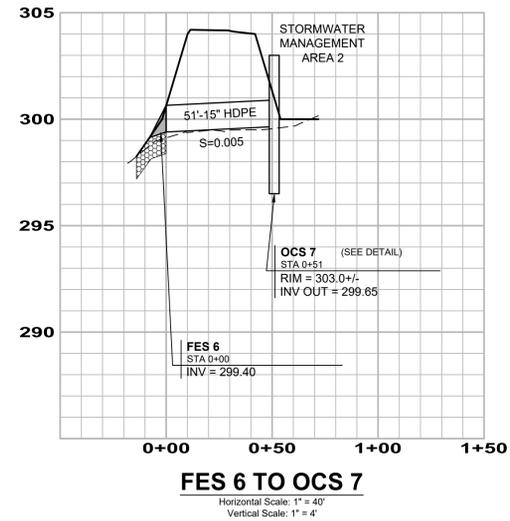
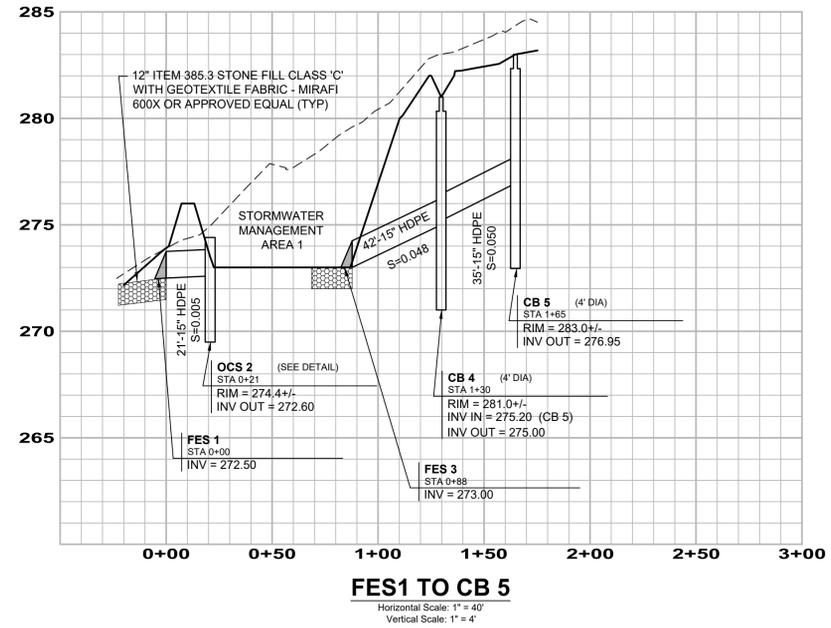


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4307-US 4 OF 17



PLAN AND PROFILE - SEWER EXTENSION
STA 24+00 TO PAGE ROAD
(MAP 17, LOT 45)

PROPOSED SEWER MAIN EXTENSION and PAGE ROAD IMPROVEMENTS

14 PAGE RD. & 280 ROCKINGHAM RD.
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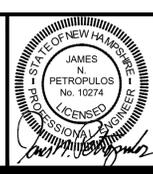
SCALE: HORIZ. 1" = 40 Feet
VERT. 1" = 4 Feet

10 APRIL 2023

LEGEND

315	—	STORM DRAIN & CATCH BASIN
—	—	STORM DRAIN & MANHOLES
—	—	SANITARY SEWER & MANHOLES
—	—	WATER MAIN & GATE VALVE
—	—	GAS LINE & GATE VALVE
—	—	UTILITY POLE WITH GUY SUPPORT
—	—	STREET LIGHT

BENCHMARK
TOP OF DRILL HOLE
NORTHEAST OF NORTHEAST
CORNER OF TOWER
LEASED AREA ON
LOT 103, MAP 15
ELEV. = 365.36
(1929 NGVD DATUM)



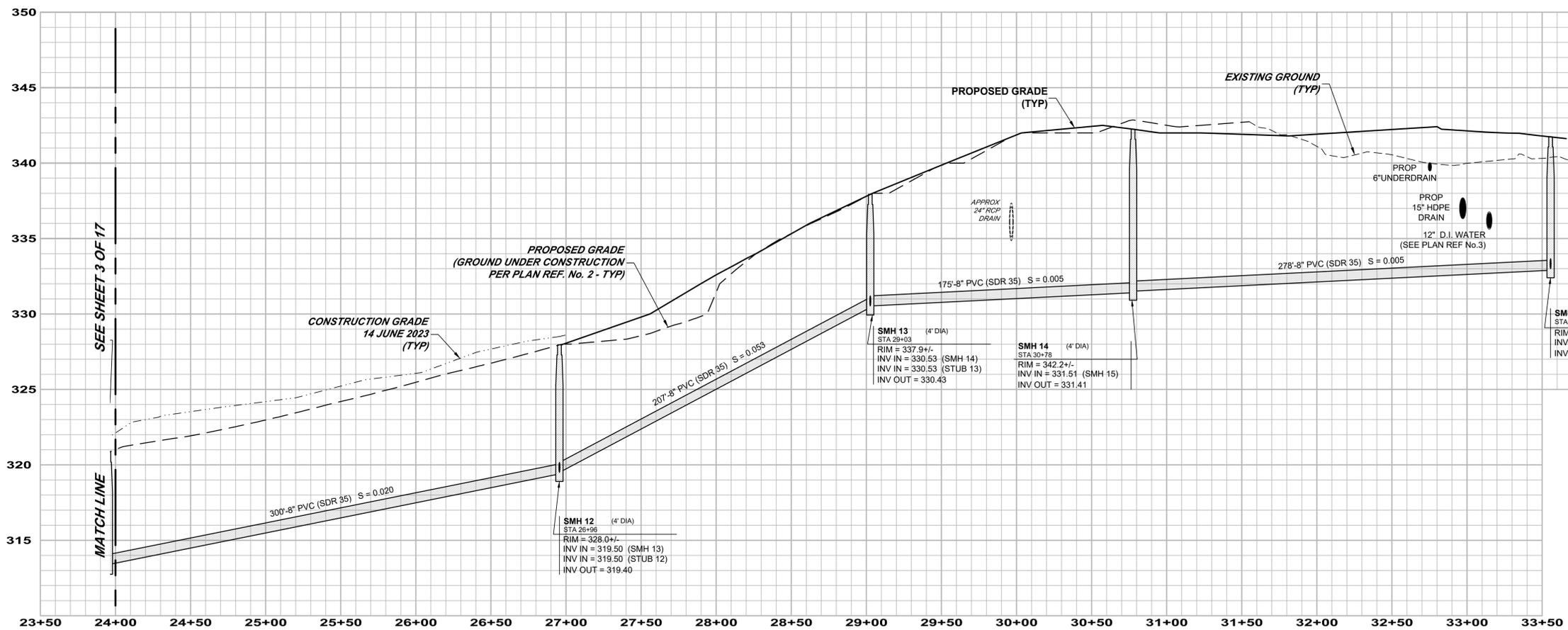
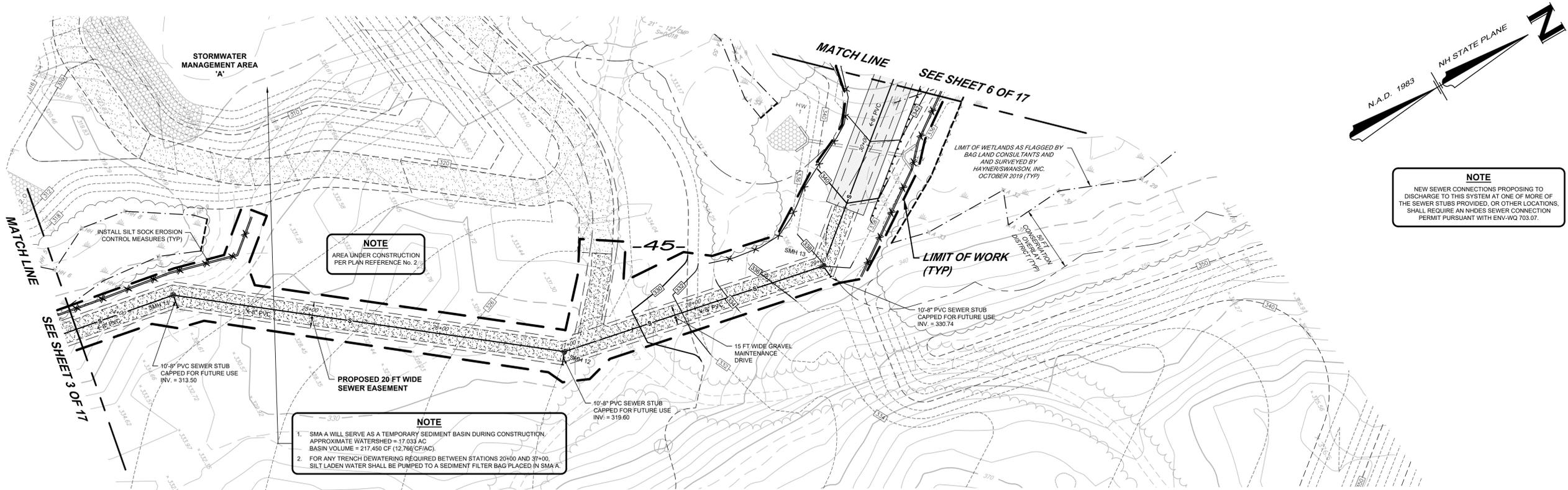
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4307-US 5 OF 17

ATTACHMENT DOE 1-8c



PLAN AND PROFILE - SEWER EXTENSION
STA 24+00 TO STA 33+00
(MAP 17, LOT 45)

PROPOSED SEWER MAIN EXTENSION and PAGE ROAD IMPROVEMENTS

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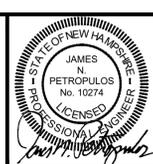
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10 APRIL 2023

LEGEND

- Storm Drain & Catch Basin
- Storm Drain & Manholes
- Sanitary Sewer & Manholes
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- Street Light

BENCHMARK
TOP OF DRILL HOLE
NORTHEAST OF NORTHEAST
CORNER OF TOWER
LEASED AREA ON
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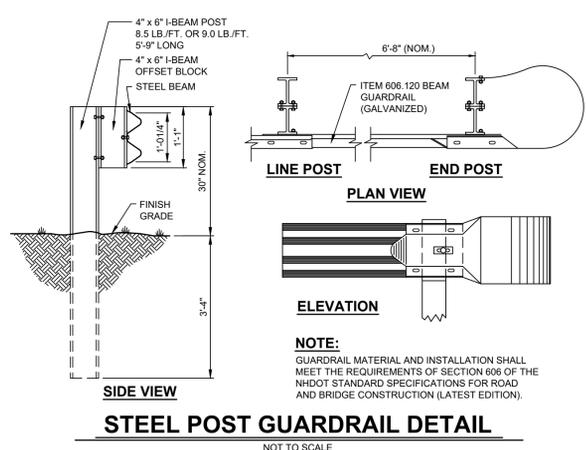
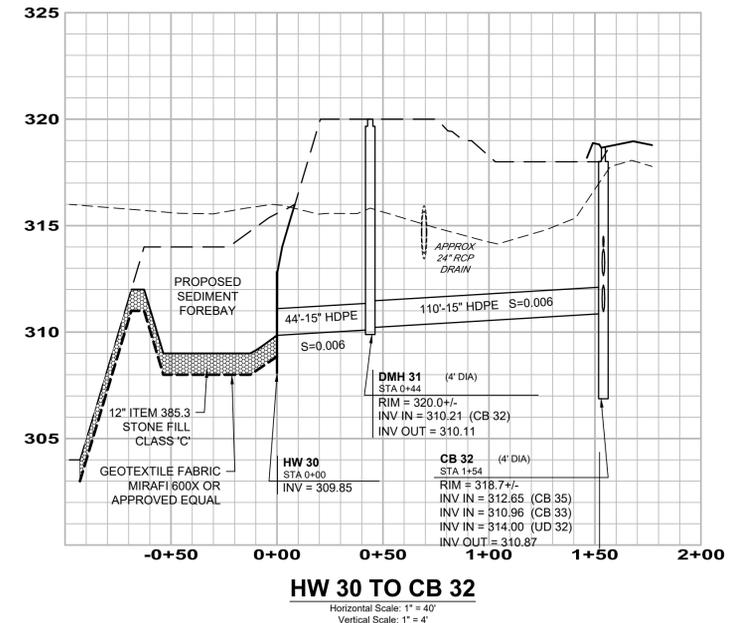
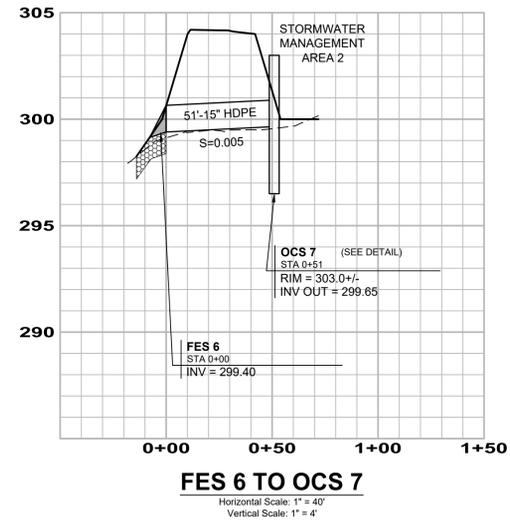
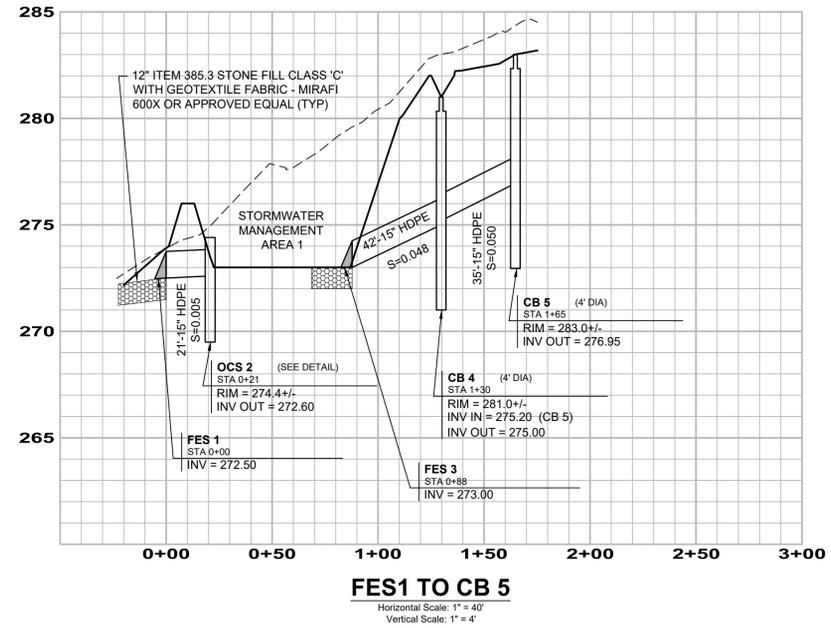


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4307-US 4 OF 17



PLAN AND PROFILE - SEWER EXTENSION
STA 24+00 TO PAGE ROAD
(MAP 17, LOT 45)

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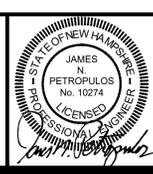
SCALE: HORIZ. 1" = 40 Feet
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10 APRIL 2023

LEGEND

—○—	STORM DRAIN & CATCH BASIN
—○—	STORM DRAIN & MANHOLES
—(S)—	SANITARY SEWER & MANHOLES
—W(b)—	WATER MAIN & GATE VALVE
—G(b)—	GAS LINE & GATE VALVE
—○—	UTILITY POLE WITH GUY SUPPORT
—○—	STREET LIGHT

BENCHMARK
TOP OF DRILL HOLE
NORTHEAST OF NORTHEAST
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LEASED AREA ON
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4307-US 5 OF 17
File Number Sheet

ATTACHMENT DOE 1-11e

Town of Londonderry, NH Project Estimate Worksheet

I hereby certify that the following itemized estimate will complete all unit improvements required by the Town of Londonderry Zoning Ordinance, Site Plan Regulations, and Subdivision Regulations for the following project

Project Name: Water & Page Rd.

Start Station:

Map-Lot:

End Station:

DPW ESTIMATE

Item	Unit	Quantity	Unit Price	Price
Site				
Erosion Control	Ac	2.5	\$8,300.00	\$20,750.00
Clearing & Grubbing	Ac	0.5	\$13,200.00	\$6,600.00
Common Excavation	C.Y.	5366	\$11.00	\$59,026.00
Ledge Excavation	C.Y.	2102	\$35.00	\$73,570.00
Common Borrow/Embankment	C.Y.		\$18.00	\$0.00
Trench Excavation w/ Ledge	C.Y.	525	\$58.00	\$30,450.00
Bank Run Gravel	C.Y.	1258	\$23.00	\$28,934.00
Crushed Gravel	C.Y.	629	\$32.00	\$20,128.00
Crushed Stone	C.Y.		\$25.00	\$0.00
Paving, Binder Course (2.5" minimum)	S.Y.	3770	\$15.00	\$56,550.00
Tack Coat	S.Y.	3770	\$0.50	\$1,885.00
Paving Prepwork & Cleaning	L.S.	1	\$2,900.00	\$2,900.00
Paving, Wearing Course (1.5" minimum)	S.Y.	3770	\$15.00	\$56,550.00
Bituminous Curb	L.F.	2060	\$7.00	\$14,420.00
Granite Curb	L.F.		\$35.00	\$0.00
Concrete Curb	L.F.		\$35.00	\$0.00
Loam & Seed	S.Y.	4755	\$7.00	\$33,285.00
Iron Pins	EA		\$115.00	\$0.00
Concrete Bounds	EA		\$450.00	\$0.00
As-built Plans (1 Mylar & 2 Sets Prints)	Sheet	2	\$925.00	\$1,850.00
Guard Rail	L.F.		\$33.00	\$0.00
Guard Rail End Section	EA		\$3,700.00	\$0.00
General Clean Up	L.S.	1	\$5,800.00	\$5,800.00
Storm Drain				
12" RCP	L.F.		\$75.00	\$0.00
15" RCP	L.F.	1007	\$80.00	\$80,560.00
18" RCP	L.F.		\$90.00	\$0.00
24" RCP	L.F.		\$100.00	\$0.00
30" RCP	L.F.		\$120.00	\$0.00
36" RCP	L.F.		\$130.00	\$0.00
Underdrain	L.F.	2150	\$33.00	\$70,950.00
Catch Basin / Inlets (4'Ø)	EA	7	\$3,300.00	\$23,100.00
Catch Basin / Inlets (5'Ø)	EA		\$4,000.00	\$0.00
Catch Basin / Inlets (6'Ø)	EA		\$5,500.00	\$0.00
Drain Manholes (4'Ø)	EA	2	\$3,000.00	\$6,000.00
Drain Manholes (5'Ø)	EA		\$3,300.00	\$0.00
Drain Manholes (6'Ø)	EA		\$5,500.00	\$0.00
Riprap & Filter Material	C.Y.	384	\$50.00	\$19,200.00
Inlet / Outlet Structures	EA		\$6,500.00	\$0.00

CHAPTER IX – SEWER USE ORDINANCE

(Proposed May 7, 2007)

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CHAPTER IX – SEWER USE ORDINANCE

(Proposed May 7, 2007)

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CHAPTER IX – SEWER USE ORDINANCE

SECTION 1 GENERAL PROVISIONS

1.1 Purpose and Policy

This Ordinance sets forth uniform requirements for users of the Londonderry Municipal Sewer System which transports wastewater to the Publicly Owned Treatment Works (POTW) in Manchester and Derry and enables the Town to comply with all applicable State and federal laws, including the Clean Water Act (33 United States Code § 1251 *et seq.*) and the General Pretreatment Regulations (40 Code of Federal Regulations Part 403). The Town is also subject to the provisions of the Intermunicipal Agreement with the City of Manchester, dated May 24, 1979, (as amended) and the Intermunicipal Agreement with the Town of Derry, dated July 10, 1981 (as amended). Recognizing that significant opportunities exist to reduce or prevent pollution at its source through cost effective practices, and that such practices can offer savings through reduced purchases of materials and resources, a decreased need for pollution control technologies, and lower liability costs, as well as assisting to protect the environment, the Town establishes the following objectives of this Ordinance:

- A. To promote, consistent with the policy of the federal government:
 - 1. The prevention or reduction of pollutants at the source whenever feasible;
 - 2. Recycling in an environmentally-safe manner when pollution cannot be prevented;
 - 3. Treatment in an environmentally-safe manner of pollution that cannot be prevented or recycled; and
 - 4. Disposal or other release into the environment in an environmentally-safe manner only as a last resort.

- B. To encourage the development of these efforts, the Town may:

Set Town-wide pollution prevention goals;

 - 1. Organize an assessment program task force;
 - 2. Review data and inspect sites;
 - 3. Develop pollution prevention options;
 - 4. Conduct a feasibility analysis of selected options; and
 - 5. Promote implementation of pollution prevention techniques.

- C. To prevent the introduction of pollutants into the POTWs that will interfere with its operation;

- D. To prevent the introduction of pollutants into the POTWs that will pass through the POTWs, inadequately treated, into receiving waters, or otherwise be incompatible with the POTWs;

- E. To protect both POTW personnel who may be affected by wastewater and sludge in the course of their employment and the general public;

- F. To promote reuse of sludge from the POTWs;

- G. To enable the Town to comply with its Intermunicipal Agreements with the City of Manchester and the Town of Derry for the treatment of the Town's wastewater.

CHAPTER IX – SEWER USE ORDINANCE

SECTION 1 GENERAL PROVISIONS (Cont'd.)

1.1 Purpose and Policy (Cont'd.)

This Ordinance shall apply to all users of the POTW of the Town of Londonderry. The Ordinance authorizes the issuance of wastewater discharge permits; provides for monitoring, compliance, and enforcement activities; establishes administrative review procedures; requires user reporting; and provides for the setting of fees for the equitable distribution of costs resulting from the program established herein; consistent with the Town's Facilities Plan and its *Industrial Pretreatment Program*, and updates to these documents, and represents an ongoing administrative element of the Town's activities.

1.2 Administration

Except as otherwise provided herein, the Department of Public Works shall administer, implement, and enforce the provisions of this Ordinance. Any powers granted to or duties imposed upon the Department of Public Works may be delegated by the Department of Public Works to other Town personnel.

1.3 Abbreviations

The following abbreviations, when used in this Ordinance, shall have the following designated meanings:

·	BOD	-	Biochemical Oxygen Demand
·	CFR	-	Code of Federal Regulations
·	COD	-	Chemical Oxygen Demand
·	EPA	-	United States Environmental Protection Agency
·	gpd	-	Gallons per day
·	IDP	-	Industrial Wastewater Discharge Permit
·	mg/L	-	Milligrams per liter
·	DES	-	New Hampshire Department of Environmental Services
·	NPDES	-	National Pollutant Discharge Elimination System
·	POTW	-	Publicly Owned Treatment Works
·	RCRA	-	Resource Conservation and Recovery Act
·	RSA	-	New Hampshire Revised Statute Annotated
·	SIC	-	Standard Industrial Classification
·	TDS	-	Total Dissolved Solids
·	TSS	-	Total Suspended Solids
·	USC	-	United States Code

CHAPTER IX – SEWER USE ORDINANCE

SECTION 1 GENERAL PROVISIONS (Cont'd.)

1.4 Definitions

- A. Unless a provision explicitly states otherwise, the following terms and phrases, as used in this Ordinance, shall have the meanings hereinafter designated.
1. Act or the Act. The Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. § 1251 *et seq.*
 2. Approval Authority. The Regional Administrator of the EPA or his duly appointed agent.
 3. Authorized Representative of the User.
 - a. If the user is a corporation:
 - i. The president, secretary, treasurer, or a vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or
 - ii. The manager of one or more manufacturing, production, or operating facilities, provided, the manager is authorized to make management decisions which govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations, and initiate and direct other comprehensive measures to assure long-term environmental compliance with environmental laws and regulations; can ensure that the necessary systems are established or actions taken to gather complete and accurate information for control mechanism requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedure
 - b. If the user is a partnership or sole proprietorship: a general partner or proprietor, respectively.
 - c. If the user is a federal, State, or local governmental facility: a director or highest official appointed or designated to oversee the operation and performance of the activities of the government facility.

CHAPTER IX – SEWER USE ORDINANCE

SECTION 1 GENERAL PROVISIONS (Cont'd.)

1.4 Definitions, (Cont'd.)

- d. The individuals described in paragraphs (a) through (c), above, may designate another authorized representative if the authorization is in writing, the authorization specifies the individual or position responsible for the overall operation of the facility from which the discharge originates or having overall responsibility for environmental matters for the company, and the written authorization is submitted to the Town.
4. Best Management Practices or BMPs. Schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to implement the pollutant control prohibitions of this Ordinance and the Town's Regulations. BMPs also include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw materials storage.
5. 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)
6. Building Drain. That part of the lowest horizontal piping of a drainage system that receives the discharge from soil, waste, and other drainage pipes inside the walls of the building and conveys it to the building sewer, beginning five (5) feet outside the inner face of the building wall.
7. Building Sewer. The extension from the building drain to the public sewer main or other place of disposal, also called house connection.
8. Bypass. The intentional diversion of waste streams from any portion of a wastewater treatment facility.
9. 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.
10. Combined Sewer. A sewer intended to receive both wastewater and storm or surface water.
11. Commercial Use. Premises used for financial gain, such as business or industrial use, but excluding residential uses and related accessory uses.

CHAPTER IX – SEWER USE ORDINANCE

SECTION 1 GENERAL PROVISIONS (Cont'd.)

1.4 Definitions, (Cont'd.)

12. Commissioner. The Commissioner of the New Hampshire Department of Environmental Services, or the commissioner's duly appointed agent.
13. Compatible Pollutant. Biochemical oxygen demand, suspended solids, pH, and fecal coliform bacteria.
14. Control Authority. The term Control Authority as used in this Ordinance, refers to the City of Manchester's Publicly Owned Treatment Works for users whose wastewater flows to Manchester for treatment, or the Town of Derry's Publicly Owned Treatment Works for users whose wastewater flows to Derry for treatment.
15. Conservative Pollutant. A pollutant that is presumed not be destroyed, biodegraded, chemically transformed, or volatilized within the POTW. Conservative pollutants introduced to a POTW ultimately exit the POTW solely through the POTW's effluent and biosolids. Most metals are considered conservative pollutants.
16. Department of Public Works. The Department of Public Works of the Town of Londonderry, New Hampshire, or an authorized agent or representative. The Department of Public Works is designated by the Town to supervise the operation of the POTW located in Londonderry, and is charged with certain duties and responsibilities in the Ordinance.
17. Dilution. Any increase in the use of water as a partial or complete substitute for adequate treatment to achieve compliance with a limitation on the discharge of pollutants.
18. Domestic Wastewater or Sewage. Normal water-carried household and toilet wastes or waste from sanitary conveniences of residences, commercial buildings, and industrial plants, excluding ground, surface, or storm water. (See also: Industrial Wastes.)
19. Easement. An acquired legal right for the specific use of land owned by others.
20. Environmental Protection Agency or EPA. The United States Environmental Protection Agency or, where appropriate, the EPA Regional Water Management Division Director, or other duly authorized official of said agency.
21. Existing Source. Any source of discharge, the construction or operation of which commenced prior to the publication by EPA of proposed categorical pretreatment standards, which will be applicable to such source if the standard is thereafter promulgated in accordance with Section 307 of the Act.

CHAPTER IX – SEWER USE ORDINANCE

SECTION 1 GENERAL PROVISIONS (Cont'd.)

1.4 Definitions, (Cont'd.)

22. Floatable Oil. Oil, fat, or grease in a physical state such that it will separate by gravity from wastewater by treatment in an approved pretreatment facility. A wastewater shall be considered free of floatable oil if it is properly pretreated and the wastewater does not interfere with the collection system.
23. Force Main. A line without access from individual properties, providing a connection from a pump station to a pump station, trunk, or sanitary sewer main.
24. Garbage. The animal and vegetable waste resulting from the handling, preparation, cooking, and serving of foods.
25. Grab Sample. A sample that is taken from a waste stream without regard to the flow in the waste stream and over a period of time not to exceed fifteen (15) minutes.
26. Grease. The material removed from a grease interceptor (trap) or grease trap serving a restaurant or other facility requiring such a device. Also means volatile and non-volatile residual fats, fatty acids, soaps, waxes and other similar materials.
27. Hauler. Those persons, firms, or corporations, who pump, haul, transport, or dispose of septage and who are licensed by the New Hampshire Department of Environmental Services pursuant to RSA 485-A:4,XVI-a and rules adopted to implement said section.
28. Human Excrement and other Putrescible Material. The liquid or solid matter discharged from the intestinal canal of a human, or other liquid or solid waste materials that are likely to undergo bacterial decomposition; (provided, however, that these terms shall not include refuse as defined in RSA 145-M).
29. Incompatible Pollutant. Any pollutant that is not a compatible pollutant.
30. Industrial Wastewater Discharge Permit or IDP. The written permit between the Town and an industrial user that outlines the conditions under which discharge to the POTW will be accepted.
31. Industrial User (or User). A person who discharges industrial wastewater to the POTW of the Town.
32. Industrial Waste. Any liquid, gaseous or solid waste substance from any process or from development of any natural resource by industry, manufacturing, trade, or business.

CHAPTER IX – SEWER USE ORDINANCE

SECTION 1 GENERAL PROVISIONS (Cont'd.)**1.4 Definitions, (Cont'd.)**

33. Industrial Wastewater. Any wastewater from any non-domestic source that contains industrial waste, as distinct from sanitary sewage or unpolluted water.
34. Indirect Discharge or Discharge. The introduction of pollutants into the POTW from any non-domestic source regulated under Section 307(b), (c), or (d) of the Act.
35. Instantaneous Discharge Limit. The maximum concentration of a pollutant allowed to be discharged at any time, determined from the analysis of any discrete or composite sample collected, independent of the industrial flow rate and the duration of the sampling event.
36. Interference. A discharge, which alone or in conjunction with a discharge or discharges from other sources, inhibits or disrupts the POTW, its treatment processes or operations or its sludge processes, use or disposal; and therefore is a cause of a violation of the POTW's NPDES permit or of the prevention of sewage sludge use or disposal in compliance with any of the following statutory/regulatory provisions or permits issued thereunder, or any more stringent State or local regulations: Section 405 of the Act; the Solid Waste Disposal Act, including Title II commonly referred to as RCRA; any State regulations contained in any State sludge management plan prepared pursuant to Subtitle D of the Solid Waste Disposal Act; the Clean Air Act; the Toxic Substances Control Act; the Marine Protection, Research, and Sanctuaries Act; 40 CFR Part 503 Standards for Sewage Sludge Use and Disposal and RSA 485-A:4, XVI-a.
37. Local Limits. Numerical limitations on the discharge of pollutants established by the POTWs, as distinct from State or federal limitations for industrial wastewater discharged to the POTW.
38. May. Means permissive (see "Shall").
39. Medical/Infection Waste. Any solid waste that is generated in the diagnosis, treatment, or immunization of human beings or animals, in research pertaining thereto, or in the production or testing of biologicals, and as defined in RSA 125-N:2, VII. Examples include isolation wastes, infectious agents, human blood and blood products, pathological wastes, chemotherapy wastes, sharps, body parts, contaminated bedding, surgical wastes and specimens, potentially contaminated laboratory wastes, trauma scene wastes, sharps waste and dialysis wastes.
40. National Pollutant Discharge Elimination System Permit or NPDES Permit. A permit issued pursuant to Section 402 of the Act (33 U.S.C. 1342).

CHAPTER IX – SEWER USE ORDINANCE

SECTION 1 GENERAL PROVISIONS (Cont'd.)

1.4 Definitions, (Cont'd.)

41. Natural Outlet. Any outlet, including storm sewers and combined sewer overflows, into a watercourse, pond, ditch, lake, or other body or surface water or groundwater.

42. Normal Domestic Wastewater. Wastewater generated by residential users containing not more than 200 mg/L BOD and not more than 250 mg/L suspended solids.

43. New Source.
 - a. Any building, structure, facility, or installation from which there is or may be a discharge of pollutants, the construction of which commenced subsequent to the publication of proposed pretreatment standards under Section 307(c) of the Act that will be applicable to such source if such standards are thereafter promulgated in accordance with that section, provided that:
 - i. The building, structure, facility, or installation is constructed at a site at which no other source is located; or
 - ii. The building, structure, facility, or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source; or
 - iii. The production or wastewater-generating processes of the building, structure, facility, or installation are substantially independent of an existing source at the same site. In determining whether these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant, and the extent to which the new facility is engaged in the same general type of activity as the existing source, will be considered.
 - b. Construction of a new source as defined under this paragraph has commenced if the owner or operator has:
 - i. Begun, or caused to begin, as part of a continuous on-site construction program
 - ia. any placement, assembly, or installation of facilities or equipment; or

SECTION 1 GENERAL PROVISIONS (Cont'd.)

1.4 Definitions, (Cont'd.)

50. Pollutant. Dredged spoil, solid waste, incinerator residue, filter backwash, garbage, wastewater treatment sludges, munitions, medical wastes, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, municipal, agricultural and industrial wastes, and characteristics of wastewater (e.g., pH, temperature, TSS, turbidity, color, BOD, COD, toxicity, or odor).
51. Pollution Prevention. The use of materials, processes, or practices that reduce or eliminate the creation of pollutants or wastes at the source, or minimize their release to the environment prior to recycling, treatment or disposal. It includes practices that reduce the use of hazardous materials, energy, water or other resources. It also includes practices that protect natural resources and human health through conservation, more efficient use, or effective release minimization.
52. Pretreatment. The reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater prior to, or in lieu of, introducing such pollutants into the POTW. This reduction or alteration can be obtained by physical, chemical, or biological processes; by process changes; or by other means, except by diluting the concentration of the pollutants unless allowed by an applicable pretreatment standard.
53. Pretreatment Requirements. Any substantive or procedural requirement related to pretreatment imposed on a user, other than a pretreatment standard.
54. Pretreatment Standards or Standards. Pretreatment standards shall mean prohibited discharge standards, categorical pretreatment standards, and local limits.
55. Prohibited Discharge Standards or Prohibited Discharges. Absolute prohibitions against the discharge of certain substances as identified in Section 2.5 of this Ordinance.
56. Properly Shredded Garbage. Wastes from the preparation, cooking, and dispensing of food that have been shredded to such a degree that all particles will be transported freely under the flow conditions normally prevailing in public sewers, with no particle greater than 1/2 inch in any dimension.
57. 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 the Town or owned by the City of Manchester or the Town of Derry. 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

CHAPTER IX – SEWER USE ORDINANCE

SECTION 1 GENERAL PROVISIONS (Cont'd.)

1.4 Definitions, (Cont'd.)

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, and any sewer that conveys wastewater

to the POTW from persons outside the Town who are, by contract or agreement with the Town, users of the Town's POTW.

58. Public Sewer. A mainline pipe or conduit that carries wastewater, storm water, groundwater, subsurface water, or unpolluted water from any source, which is controlled by a governmental agency or public utility.
59. Radiological Waste. Means radioactive waste as regulated by RSA 125-F.
60. Recreational Vehicle or "RV". A mobile vehicle or trailer used for temporary living e.g. a camper or wholly self-contained transport and living unit.
61. Regulations or Town's Regulations. The Town of Londonderry New Hampshire Sewer Use and Permitting Regulations, as amended.
62. Sanitary Sewage. Wastewater consisting solely of normal water-carried household and toilet wastes or waste (such as human excrement and gray water [showers, dishwashing operations, etc.]) from sanitary conveniences of residences, commercial buildings, and industrial plants, as distinct from industrial wastewater and unpolluted water.
63. 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.
64. Screening Level. A numerical value for a pollutant concentration above which actions are initiated to evaluate, prevent or reduce adverse environmental or health and safety impacts. A screening level may be adjusted upward or downward within an IDP to account for site-specific conditions at the point of discharge and administered as a local limit.
65. Semi-Public Use. Premises of private, non-profit organizations such as schools, hospitals, and religious institutions.
66. Septage or Septic Tank Waste. Any liquid, solid, or sludge pumped from chemical toilets, vaults, septic tanks, or cesspools or other holding tanks, that have received only sanitary sewage.

CHAPTER IX – SEWER USE ORDINANCE

SECTION 1 GENERAL PROVISIONS (Cont'd.)

1.4 Definitions, (Cont'd.)

67. Septage Tank Truck. Any watertight vehicle that is used for the collection and hauling of septage as described above and that complies with the rules of the New Hampshire Department of Environmental Services.
68. Sewage. Human excrement and gray water (household showers, dishwashing operations, etc.).
69. Sewer. A pipe or conduit that carries wastewater, storm water, groundwater, subsurface water, or unpolluted water from any source.
70. Shall. Means mandatory (see "May").
71. 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; or
 - iv. is designated as such by the POTWs on the basis that it has a reasonable potential for adversely affecting the POTWs' operation or for violating any pretreatment standard or requirement.
 - b. The Town may determine 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:

CHAPTER IX – SEWER USE ORDINANCE

SECTION 1 GENERAL PROVISIONS (Cont'd.)

1.4 Definitions, (Cont'd.)

- i. The Industrial User, prior to the Town's finding, 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 b.i. or b.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.
72. Significant Noncompliance or SNC. An industrial user is in significant noncompliance if its violation meets one or more of the following criteria:
- a. Chronic violations. A pattern of violating a numeric pretreatment standard or requirement, including instantaneous limits (any magnitude of exceedence) sixty-six percent (66%) or more of the time in a 6-month period;
 - b. Technical Review Criteria (TRC violations). Thirty-three percent (33%) or more of the measurements exceed the same numeric or other pretreatment standard or requirement, including instantaneous limits, by more than the TRC factor in a six month period. The TRC factor is 1.4 for biochemical oxygen demand (BOD), total suspended solids (TSS), oil & grease and 1.2 for all other pollutants except pH;
 - c. For pH monitoring, excursions shall be considered SNC when:
 - i. The total time during which the pH values are outside the required range of pH values exceeds 7 hours and 26 minutes in any calendar month; or
 - ii. An individual excursion from the range of pH values exceeds 60 minutes; or

CHAPTER IX – SEWER USE ORDINANCE

SECTION 1 GENERAL PROVISIONS (Cont'd.)

1.4 Definitions, (Cont'd.)

- iii. An excursion occurs that the Town believes has caused, alone or in combination with other discharges, interference or pass-through; or has endangered the structural integrity of the POTW or the health of the sewage treatment personnel or the general public; or
 - iv. Any pH less than or equal to 2.0 or greater than or equal to 12.5.
 - d. Any other discharge violation that the Department of Public Works believes has caused, alone or in combination with other discharges, interference or pass through, including endangering the health of POTW personnel or the general public;
 - e. Any discharge of pollutants that has caused imminent endangerment to the public or to the environment, or has resulted in the Department of Public Works exercise of its emergency authority to halt or prevent such a discharge;
 - f. Failure to meet, within ninety (90) days of the scheduled date, a compliance schedule milestone contained in a wastewater discharge permit or enforcement order for starting construction, completing construction, or attaining final compliance;
 - g. Failure to provide within forty-five (45) days after the due date, any required reports, including baseline monitoring reports, IDP applications, reports on compliance with categorical pretreatment standard deadlines, periodic self-monitoring reports, and reports on compliance with compliance schedules;
 - h. Failure to accurately report noncompliance; or
 - i. Any other violation(s) or group of violations, which may include a violation of Best Management Practices, that the Department of Public Works determines will adversely affect the operation or implementation of the local pretreatment program.
- 73. Slug Load or Slug. Means:
 - a. Any discharge of water, wastewater, sanitary sewage, or industrial wastewater which, in concentration of any given constituent or in quantity of flow, exceeds for any period of duration longer than fifteen (15) minutes, more than

CHAPTER IX – SEWER USE ORDINANCE

SECTION 1 GENERAL PROVISIONS (Cont'd.)

1.4 Definitions, (Cont'd.)

five (5) times the average twenty-four (24) hour concentration or flow during normal operation;

- b. Any discharge at a flow rate or concentration that could cause a violation of the prohibited discharge standards in Section 2.5 of this Ordinance; or
- c. Any discharge of a non-routine, episodic nature, including but not limited to an accidental spill or a non-customary batch discharge, which has a reasonable potential to cause Interference or Pass Through, or adversely affect the collection system and/or performance of the POTW.

74. Source Reduction. Any practice that:

- a. Reduces the amount of any hazardous substance, pollutant, or contaminant entering any waste stream or otherwise released into the environment (including fugitive emissions) prior to recycling, treatment, or disposal; and
- b. Reduces the hazards to public health and the environment associated with the release of such substances, pollutants, or contaminants.

The term includes equipment or technology modifications; process or procedure modifications; reformulation or redesign of products; substitution of raw materials; and improvements in housekeeping, maintenance, training, or inventory control. The term "source reduction" does not include any practice that alters the physical, chemical, or biological characteristics or the volume of a hazardous substance, pollutant, or contaminant through a process or activity that itself is not integral to and necessary for the production of a product or the providing of a service.

75. Standard Industrial Classification (SIC) Code. A classification pursuant to the Standard Industrial Classification Manual issued by the United States Office of Management and Budget.

76. State. The State of New Hampshire.

77. Storm Drain or Storm Sewer. A drain or sewer for conveying storm water, groundwater, subsurface water, or unpolluted water from any source.

78. Storm Water. Any flow occurring during or following any form of natural precipitation, and resulting from such precipitation, including snowmelt.

CHAPTER IX – SEWER USE ORDINANCE

SECTION 1 GENERAL PROVISIONS (Cont'd.)**1.4 Definitions, (Cont'd.)**

79. Town. The Town of Londonderry, New Hampshire, acting by and through the Town Manager, and/or its authorized agents or representatives.
80. 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.
81. 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.
82. Unpolluted Water. Water of quality equal to or better than the State Water Quality Standards (Part Env-Ws 430 through Env-Ws 440) or water that would not cause a violation of receiving water quality standards and would not be benefited by discharge to the POTW.
83. User or (Industrial User). A person who discharges industrial wastewater to the POTW of the Town.
84. 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.
85. Watercourse. A natural or artificial channel for the passage of water either continuously or intermittently.

CHAPTER IX – SEWER USE ORDINANCE

SECTION 2 GENERAL SEWER USE REQUIREMENTS

2.1 Use of Public Sewers

- A. It shall be unlawful for any person to place, deposit, or permit to be deposited in any unsanitary manner on public or private property within the Town of Londonderry or in any area under the jurisdiction of said Town, any human or animal excrement, garbage, or objectionable waste.
- B. It shall be unlawful to discharge to any natural outlet within the Town, or in any area under the jurisdiction of said Town, any wastewater or other polluted waters, except where suitable treatment has been provided in accordance with subsequent provisions of this Ordinance and with State and federal laws and regulations.
- C. Sewers for Intended Uses Only. No person shall discharge into any public sewer of the Town, or into any fixture that thereafter discharges into any public sewer, any waste or substance other than for which the particular sewer is intended, designed or provided.
- D. Applicable Permits Required. No person shall discharge into any public sewer of the Town, or into any fixture that thereafter discharges into any public sewer, any waste or substance until all applicable federal, state and local approvals and permits have been obtained.
- E. Use of Sanitary Sewers. Except as specifically provided with reference to some particular sewer, sanitary sewers shall be used only for the conveyance and disposal of sanitary sewage, and for industrial wastes that are not objectionable as hereinafter provided. No sanitary sewer shall be used to receive and convey or dispose of any storm or surface water, subsoil drainage, or unpolluted water.
- F. Use of Storm Sewers. Storm water and all other unpolluted drainage shall be discharged to such sewers as are specifically designed as storm sewers, or a natural outlet approved by the Department of Public Works. An NPDES permit is required prior to discharging industrial cooling water, process waters, or storm water runoff generated in areas of industrial activity (as defined in 40 CFR Part 122) to a storm sewer or natural outlet.
- G. Use Designation. If the intended or designated use of any particular sewer or drain and allowable discharge thereto is unclear, the Department of Public Works will consider the pertinent facts and make a determination. Said determination will be final and binding.
- H. Except as hereinafter provided, it shall be unlawful to construct or maintain any privy, privy vault, septic tank, cesspool, or other facility intended or used for the disposal of wastewater in any area where a public sewer is available, as described in paragraph (I) below.
- I. The owner(s)' of all houses, buildings, or properties used for human occupancy, employment, recreation, or other purposes, situated within the Town and abutting on any street, alley, or right-of-way in which there is now located or may in the future be located a public sanitary

CHAPTER IX – SEWER USE ORDINANCE

SECTION 2 GENERAL SEWER USE REQUIREMENTS (Cont'd.)

2.1 Use of Public Sewers (Cont'd.)

sewer of the Town, is hereby required at the owner(s)' expense to install suitable toilet facilities therein, and to connect such facilities directly with the proper public sewer in accordance with the provisions of this Ordinance and the Town's Regulations, within ninety (90) days subsequent to the date of official notice to do so, provided that said gravity public sewer is within two hundred (200) feet of the building. This requirement for connection may be waived when permitted by the Department of Public Works if the household is already connected to a properly functioning, State-approved septic system approved after 1985.

- J. Where a public sanitary sewer is not available under the provisions of paragraph (I) above, the building sewer shall be connected to a private wastewater disposal system complying with the provisions of RSA 485-A:29-44 and rules promulgated thereto. The owner(s) shall operate and maintain the private wastewater disposal facilities in a sanitary manner at all times, at no expense to the Town. At no time shall any quantity of industrial waste be discharged to a private, sanitary sewage disposal facility.
- K. At such time as a public sewer becomes available to a property serviced by a private wastewater disposal system, the owner shall connect to the public sewer, as provided in paragraph (I) above. Any septic tanks, cesspools, and similar private wastewater disposal facilities shall be cleaned of sludge and filled with clean mineral soils, and their use shall be discontinued.
- L. No statement contained in the preceding paragraphs of this Section shall be construed to interfere with any additional requirements that may be imposed by the Department of Public Works.
- M. No person(s) shall maliciously, willfully, or negligently break, damage, destroy, uncover, deface, or tamper with any structure, appurtenance or equipment that is part of the POTW.

2.2 Building Sewers and Connections

- A. No person(s) shall uncover, make any connections with or opening into, use, alter, or disturb any public sewer or appurtenance thereof without first obtaining written permission from the Department of Public Works.
- B. There shall be two (2) classes of building sewer permits: (a) for residential and commercial service producing only sanitary sewage, and (b) for service to establishments producing industrial wastes. For residential and commercial services, the owner(s) or his agent shall make application on a special form furnished by the Town at least thirty (30) days prior to said service connection. For an establishment discharging industrial wastes, the application shall be made at least sixty (60) days prior to said service connection. The permit application shall be supplemented by any plans, specifications, or other information (including pollution

CHAPTER IX – SEWER USE ORDINANCE

SECTION 2 GENERAL SEWER USE REQUIREMENTS (Cont'd.)

2.2 Building Sewers and Connections (Cont'd.)

prevention studies) considered pertinent in the judgment of the Department of Public Works. A permit, connection and access fee in accordance with the provisions of the User Charge Ordinance shall be paid to the Town at the time the application is filed.

- C. All costs and expenses incidental to the installation and connection of the building sewer shall be borne by the owner(s). The owner(s) shall indemnify the Town from any loss or damage that may directly or indirectly be occasioned by the installation of the building sewer. After the initial construction of the building sewer, the owner(s) shall thereafter be obligated to pay all costs of expenses of operation, repair and maintenance and of reconstruction (if needed) of the entire building sewer beginning at the public sewer and ending at the building.
- D. If the owner of any building located within the Town and benefited, improved, served or accommodated by any public sewer, or to which any public sewer is available, after 90 days notice from the Town, in accordance with paragraph 2.1 (I), shall fail to connect such building as required, the owner shall be in violation of this Ordinance and the Town may make such connection and may collect from such owner the costs and expenses thereof by such legal proceeding as may be permitted by law. The Town shall have full authority to enter on owner's property to do whatever is necessary to properly drain the improved property into the public sewer.
- E. A separate and independent building sewer shall be provided for every building, except where one building stands at the rear of another on an interior lot and no private sewer is available or can be constructed to the rear building through an adjoining alley, court, yard, or driveway. In such cases, the front building sewer may be extended to the rear building and the whole considered as one building sewer, but the Town does not and will not assume any obligation or responsibility for damage caused by or resulting from any such single connection.
- F. Existing building sewers may be used in connection with new buildings only when they are found, on examination and test by the Department of Public Works (at the Owner's expense) to meet all requirements of this Ordinance.
- G. The size, slope, alignment, materials of construction of a building sewer, and the methods to be used in excavating, placing of the pipe, jointing, testing, and backfilling the trench, shall all conform to the requirements of the building and plumbing code or other applicable rules and regulations of the Town and DES rules Env-Wq 700. In the absence of code provisions or in amplification thereof, the materials and procedures set forth in appropriate specifications of the American Society for Testing and Materials (ASTM) and Water Environment Federation (WEF) Manual of Practice No. FD-5 shall apply.

CHAPTER IX – SEWER USE ORDINANCE

SECTION 2 GENERAL SEWER USE REQUIREMENTS (Cont'd.)**2.2 Building Sewers and Connections (Cont'd.)**

- H. During construction of a new sanitary sewer, the Town may construct the service connections for existing buildings to the curb or the property line or the edge of a right-of-way. Construction of the building sewer, including connection to the structures served, shall be the responsibility of the owner of the improved property to be connected; and such owner shall indemnify and save harmless the Town, its officers, and agents from all loss or damage that may result, directly or indirectly, due to the construction of a building sewer on his premises or its connection to the service connection. The owner shall thereafter be obligated to pay all costs and expenses of operation, repair and maintenance, and of reconstruction, if needed of the building sewer and service connection.
- I. Whenever possible, the building sewer shall be brought to the building at an elevation below the basement floor. In all buildings in which any building drain is too low to permit gravity flow to the public sewer, wastewater conveyed by such building drain shall be lifted by an approved means and discharged to the building sewer at the owner's expense.
- J. No person(s) shall make connection of roof downspouts, interior or exterior foundation drains, area-way drains, or other sources of surface run-off or groundwater to a building sewer or building drain that in turn is connected directly or indirectly to a public sanitary sewer.
- K. No person shall obstruct the free flow of air through any drain or soil pipe.
- L. The connection of the building sewer into the public sewer shall conform to the requirements of the building and plumbing code or other applicable rules and regulations of the Town, or the procedures set forth in appropriate specifications of the ASTM and the WEF Manual of Practice No. FD-5. All such connections shall be made gas-tight and watertight and verified by proper testing. Any deviation from the prescribed procedures and materials must be approved by the Department of Public Works before installation.
- M. When any street lateral is to serve a school, hospital, or similar institutional or public housing, or is to serve a complex of industrial or commercial buildings, or which in the opinion of the Department of Public Works, will receive sanitary sewage or industrial wastes of such volume or character that frequent maintenance of said building sewer and street lateral is anticipated, then such street lateral shall be connected to the public sewer through a manhole. The Department of Public Works shall determine if and where this type of connection to the public sewer is required. Connections to existing manholes shall be made as directed by the Department of Public Works. If required, a new manhole shall be installed in the public sewer at the expense of the owner.

CHAPTER IX – SEWER USE ORDINANCE

SECTION 2 GENERAL SEWER USE REQUIREMENTS (Cont'd.)

2.2 Building Sewers and Connections (Cont'd.)

- N. The applicant for the building sewer permit shall notify the Department of Public Works when the building sewer is ready for inspection and connection to the public sewer. Such notice shall be provided not less than 48 hours in advance of the time any connection is to be made to any public sewer. The connection and testing shall be made under the supervision of the Department of Public Works or its representative. This requirement shall also apply to repairs or alterations to building connections, drains or pipes thereto.
- O. Suitable provisions shall be made at the point of connection for testing, which responsibility shall rest with the holder of the sewer connection permit.
- P. The owner shall be responsible for satisfying all other notification requirements, including DIGSAFE. The connection and testing shall be made under the supervision of the Department of Public Works or its representative. No building sewer or repair thereto shall be covered until it has been inspected and approved by the Department of Public Works. If any part of a building sewer is covered before so being inspected and approved, it shall be uncovered for inspection at the cost and expense of the owner of the building to be connected to a sewer. This requirement shall also apply to repairs or alterations to building connections, drains or pipes thereto. Filling of trenches before an inspection is not permitted and will result in non-acceptance by the Town.
- Q. The Department of Public Works shall maintain a record of all connections made to public sewers and drains under this Ordinance and all repairs and alterations made to building connections or drains connected to or discharging into public sewers and drains of the Town or intended to so discharge. All persons concerned shall assist the Department of Public Works in securing the data needed for such records.
- R. All excavations for building sewer installation shall be adequately guarded with barricades and lights so as to protect the public from hazard. Streets, sidewalks, parkways, and other public property disturbed in the course of the work shall be restored in a manner satisfactory to the Town at the expense of the owner.
- S. Proposed new discharges from residential or commercial sources involving loadings exceeding 50 population equivalents (5,000 gpd), any new industrial waste, or any significant alteration in either flow or waste characteristics of industrial wastes that are being discharged into the POTW must be approved by DES. Such approvals shall be obtained in accordance with Section 6.5 of the Regulations.

CHAPTER IX – SEWER USE ORDINANCE

SECTION 2 GENERAL SEWER USE REQUIREMENTS (Cont'd.)

2.2 Building Sewers and Connections (Cont'd.)

- T. If any Person shall fail or refuse, upon receipt of a notice of the Town, in writing, to remedy any unsatisfactory condition with respect to a Building Sewer, within forty-five (45) days of receipt of such notice, the Town of Londonderry may remedy any unsatisfactory condition with respect to a Building Sewer and may collect from the Owner the costs and expenses thereof by such legal proceedings as may be provided by law. The Town shall have full authority to enter on the Owner's property to do whatever is necessary to remedy the unsatisfactory condition.

Section 2.3 New Sewers or Sewer Extensions

- A. New sanitary sewers and all extensions to sanitary sewers owned and maintained by the Town shall be properly designed in accordance with the DES Administrative Rules Env-Wq 700 *Standards of Design for Sewerage and Wastewater Treatment Facilities* and in strict conformance with all requirements of the DES. Plans and specifications shall be submitted to, and approval obtained from, the Department of Public Works and the Town and the DES before construction may proceed. The design of sewers shall anticipate and allow for flows from all possible future extensions or developments within the immediate drainage area, being compatible with the Wastewater Facilities Plan adopted by the Town, and as duly amended.
- B. When a property owner, builder, or developer proposes to construct sanitary sewers or extensions to sanitary sewers in an area proposed for subdivision, the plans, specifications, and method of installation shall be subject to the approval of the Department of Public Works. Said property owner, builder or developer shall pay for the entire installation, including appropriate share of the cost of treatment plant, intercepting or trunk sewers, pumping stations, force mains and all other Town expenses incidental thereto based on volume and plant capacity, as determined by the Town. Each building sewer shall be installed and inspected pursuant to Section 2.2 and all application and inspection fees shall be paid by the applicant. Design and installation of sewers shall be as specified in and in conformance with paragraphs 3 through 6 of ASTM Specification C-12. Plugged service wye fittings shall be provided along sewer extensions in locations approved by the Department of Public Works to accommodate future connections from existing unimproved lots. The installation of the sewer shall be subject to periodic inspection by the Department of Public Works, and the expense for this inspection shall be paid for by the owner, builder, or developer as provided in this local law. The Department of Public Works' decisions shall be final in matters of quality and methods of construction. The sewer, as constructed, must pass an infiltration test approved by the Town before any building sewer is connected thereto. Plans, specifications, and other required information shall be submitted 45 days in advance of anticipated project start date. The Town shall be notified at least 30 days in advance of the start of construction operations so that such inspection procedures as may be necessary or required may be established. No sanitary sewers will be accepted by the Town until such

CHAPTER IX – SEWER USE ORDINANCE

SECTION 2 GENERAL SEWER USE REQUIREMENTS (Cont'd.)

Section 2.3 New Sewers or Sewer Extensions (Cont'd.)

inspection of construction has been made as will assure the Town of compliance with these regulations and any amendments or additions thereto.

- C. Plans, specifications and methods of installation shall conform to the requirements of this local law. Components and materials of POTW installations not covered in this Ordinance such as pumping stations, lift stations, or force mains shall be designed in accordance with paragraph 2.3(A) and shall be clearly shown and detailed on the plans and specifications submitted for approval. When requested, the owner, builder, or developer of the proposed installation shall submit to the Town all design calculations and other pertinent data to supplement a review of the plans and specifications. Costs associated with the engineer's review of the plans and specifications, and any DES design review fees shall be paid by the property owner, builder or developer.

Section 2.4 Variances

- A. The Department of Public Works, with the approval of the Town Manager, may allow reasonable variances from the provisions of Sections 2.1, 2.2, and 2.3 of this Ordinance, which will not result in a violation of State or federal law, provided:
1. The owner pays a variance fee of \$100.00;
 2. The variance allowed is the least variance reasonable;
 3. The variance will not cause undue harm or inconvenience to the Town, the POTW, or the owner's neighbors; and
 4. The variance is justified by substantial reason.
- B. The owner shall apply for the variance in writing to the Department of Public Works. The application shall identify the name and address of the owner, the property in question, the specific variance sought by the owner and a substantial reason justifying the variance. The variance fee shall be paid with the application or the variance shall be deemed to have been denied. The variance as issued shall identify any changes, limitations or restrictions on the variance as applied for.

Section 2.5 Prohibited Discharge Standards

Pollutants, substances, or wastewater prohibited by this section shall not be processed or stored in such a manner that they could be accidentally discharged to the POTW.

CHAPTER IX – SEWER USE ORDINANCE

SECTION 2 GENERAL SEWER USE REQUIREMENTS (Cont'd.)

Section 2.5 Prohibited Discharge Standards (Cont'd.)

- A. General Prohibitions. No user shall introduce or cause to be introduced into the POTW any pollutant or wastewater that causes pass-through or interference. These general prohibitions apply to all users of the POTW whether or not they are subject to categorical pretreatment standards or any other federal, State, or local pretreatment standards or requirements.
- B. Specific Prohibitions. No user shall introduce or cause to be introduced into the POTW the following pollutants, substances, or wastewater:
1. Any gasoline, benzene, naphtha, fuel oil or other flammable or explosive liquid, gas, solid, or any substance that may generate or form any flammable, combustible or explosive substance, fluid, gas, vapor or liquid when combined with air, water or other substances present in sewers, including, but not limited to, waste streams with a closed-cup flashpoint of less than 140°F (60°C) using the test methods specified in 40 CFR 261.21;
 2. Wastewater having a pH less than 6.0 or greater than 11.5, as measured at the point of connection to the sanitary sewer or other available monitoring location, or otherwise causing corrosive structural damage or hazard to the POTW equipment, or personnel, or with alkalinity in such quantities that the pH of the influent to the POTW is caused to exceed 8.0 (NOTE: If the lower pH values of the untreated wastewater range between 5.0 and 6.0, the Town may permit a pH range of 5.0 to 11.5 without the requirement for pretreatment, provided the Town determines that the potential for adverse impact to the POTW is reasonably absent.);
 3. Solid or viscous substances including water or wastes containing fats, wax, grease, or oils, whether emulsified or not, or containing substances that may solidify or become viscous at temperatures between thirty-two (32) and one hundred fifty (150) degrees F (0-65 degrees C), in amounts that will cause obstruction of the flow in the POTW resulting in interference;
 4. Pollutants, including oxygen-demanding pollutants (BOD, COD, etc.), or chlorine demand requirements released in a discharge at a flow rate and/or pollutant concentration that, either singly or by interaction with other pollutants, will cause interference with the POTW;
 5. Wastewater having a temperature greater than 150°F (65°C), or which will inhibit biological activity in the treatment plant resulting in interference, but in no case wastewater that causes the temperature at the introduction into the POTW treatment plant to exceed 104°F (40°C);

CHAPTER IX – SEWER USE ORDINANCE

SECTION 2 GENERAL SEWER USE REQUIREMENTS (Cont'd.)

Section 2.5 Prohibited Discharge Standards (Cont'd.)

6. Petroleum oil, non-biodegradable cutting oil, or products of mineral oil origin, in amounts that will cause interference or pass-through;
 7. Pollutants that result in the presence of toxic gases, vapors, or fumes within the POTW in a quantity that may cause acute worker health and safety problems;
 8. Trucked or hauled pollutants, except at discharge points designated by the Department of Public Works in accordance with Section 4.9 of the Regulations;
 9. Any medical/infectious waste, pharmaceutical waste, or radiological wastes except as specifically authorized in a discharge permit;
 10. Wastewater causing, alone or in conjunction with other sources, the treatment plant's effluent or sludge to fail a toxicity test;
 11. Household hazardous wastes including but not limited to paints, stains, thinners, pesticides, herbicides, anti-freeze, transmission and brake fluids, motor oil and battery acid.; and
 12. Any hazardous waste listed or designated by the DES under Env-Wm 400.
- C. Additional Prohibitions. No user shall introduce or cause to be introduced into the POTW the following substances, pollutants or wastewater, unless specifically authorized by the Department of Public Works in a wastewater discharge permit:
1. Wastewater that imparts color that may not be removed by the treatment process, such as, but not limited to, dye wastes and vegetable tanning solutions, which consequently may impart color to the treatment facility's effluent, thereby violating the POTW's NPDES permit;
 2. Noxious or malodorous liquids, gases, solids, or other wastewater that, either singly or by interaction with other wastes, are sufficient to create a public nuisance or a hazard to life, or to prevent entry into the sewers for maintenance or repair;
 3. Wastewater containing any radioactive wastes or isotopes except in compliance with applicable State or federal regulations;
 4. Storm water, surface water, ground water, artesian well water, roof runoff, subsurface drainage, swimming pool drainage, condensate, deionized water, non-contact cooling water, or otherwise unpolluted wastewater;

CHAPTER IX – SEWER USE ORDINANCE

SECTION 2 GENERAL SEWER USE REQUIREMENTS (Cont'd.)

Section 2.5 Prohibited Discharge Standards (Cont'd.)

5. Sludges, screenings, or other residues from the pretreatment of industrial wastes;
6. Detergents, surface-active agents, or other substances that may cause excessive foaming in the POTW;
7. Wastewater causing a reading on an explosion hazard meter at the point of discharge into the POTW, or at any point in the POTW, of more than 10 percent (10%) of the Lower Explosive Limit of the meter;
8. Garbage that has not been properly shredded to such a degree that all particles will be transported freely under the flow conditions normally prevailing in public sewers (garbage grinders may be connected to sanitary sewers from homes, hotels, institutions, restaurants, hospitals, catering establishments, or similar places where garbage originates from the preparation of food in kitchens for the purpose of consumption on the premises or when served by caterers);
9. Any quantities of flow, concentrations, or both that constitute a "slug" as defined in Section 1.4 of this Ordinance;
10. Waters or wastes that, by interaction with other water or wastes in the POTW, release dangerous or noxious gases, form suspended solids that affect the operation of the collection system, or create a condition deleterious to structures and treatment processes; or
11. Any materials that exert or cause unusual concentrations of inert suspended solids (such as, but not limited to, Fullers earth, lime, slurries, and lime residues) or of dissolved solids (such as, but not limited to, sodium chloride and sodium sulfate).

2.6 Federal Categorical Pretreatment Standards

The categorical pretreatment standards are found at 40 CFR Chapter I, Subchapter N, Parts 405-471 and are hereby incorporated into the Ordinance.

- A. Where a categorical pretreatment standard is expressed only in terms of either the mass or the concentration of a pollutant in wastewater, the Department of Public Works may impose equivalent concentration or mass limitations in accordance with 40 CFR 403.6(c).
- B. When wastewater subject to a categorical pretreatment standard is mixed with wastewater not regulated by the same standard, the Department of Public Works shall impose an alternate limit using the combined waste stream formula in 40 CFR 403.6(e).

CHAPTER IX – SEWER USE ORDINANCE

SECTION 2 GENERAL SEWER USE REQUIREMENTS (Cont'd.)

2.6 Federal Categorical Pretreatment Standards (Cont'd.)

- C. A user may obtain a variance from a categorical pretreatment standard if the user can prove, pursuant to the procedural and substantive provisions in 40 CFR 403.13, that factors relating to its discharge are fundamentally different from the factors considered by EPA when developing the categorical pretreatment standard.
- D. A user may obtain a net gross adjustment to a categorical standard in accordance with 40 CFR 403.15.

The Town provides timely notification to appropriate industrial users of applicable categorical pretreatment standards. Upon promulgation of the federal categorical pretreatment standards for a particular industrial subcategory, the federal standard, if more stringent than limitations imposed under this Ordinance for sources in that subcategory, shall, on the compliance date of the categorical pretreatment standards, immediately supersede the limitations imposed under this Ordinance.

Compliance with categorical pretreatment standards shall be achieved within three (3) years of the date such standards are effective, unless a shorter compliance schedule is specified in the standards.

An industrial user subject to categorical pretreatment standards shall not discharge wastewater directly or indirectly to the POTW subsequent to the compliance date of such standards unless an amendment to its IDP has been issued by the Town.

2.7 Town's Right of Revision

The discharge standards and requirements set forth in Sections 2.5, 2.6, and the Regulations are established for the purpose of preventing discharges to the POTWs that would harm the sewers, wastewater treatment process, or equipment; would have an adverse effect on the receiving stream; or would otherwise endanger lives, limb, public property, or constitute a nuisance.

To meet these objectives, the Department of Public Works may, from time to time, review and set more stringent standards or requirements than those established in Sections 2.5, 2.6, and the Regulations if, in the Department of Public Works opinion, such more stringent standards or requirements are necessary. At a minimum, this review will be performed at least once every five years. In forming this opinion, the Department of Public Works may give consideration to such factors as the quantity of waste in relation to flows and velocities in the sewers, materials of construction of the sewers, the wastewater treatment process employed, capacity of the wastewater treatment facility, degree of treatability at the wastewater treatment facility, pollution prevention activities, and other pertinent factors. The limitations or restrictions on materials or characteristics of waste or wastewaters discharged to the sanitary sewer shall not be exceeded without the approval of the Department of Public Works.

CHAPTER IX – SEWER USE ORDINANCE

SECTION 2 GENERAL SEWER USE REQUIREMENTS (Cont'd.)

2.7 Town's Right of Revision (Cont'd.)

The Department of Public Works shall allow affected industrial users reasonable time to comply with any changes to the local limits. The conditions and schedule for compliance shall accompany the written notification of amended local limits.

2.8 Dilution

No user shall ever increase the use of process water, or in any way attempt to dilute a discharge, as a partial or complete substitute for adequate treatment to achieve compliance with a discharge limitation unless expressly authorized by an applicable pretreatment standard or requirement. The Department of Public Works may impose mass limitations on users who are using dilution to meet applicable pretreatment standards or requirements, or in other cases when the imposition of mass limitations is appropriate.

2.9 Mass-Based Limitations

Users implementing process changes may request that compliance be determined based on mass limitations in lieu of concentration limitations. Such mass-based limitations will be calculated from the permitted concentration-based limitations and flows, and shall be equivalent to or less than the mass discharge in effect at the time of the request. The intent of a mass-based limit is to encourage and allow pollution prevention and/or water conservation measures that might cause a facility to increase pollutant concentrations in its discharge even though the total mass of the pollutant discharged does not increase, and may in fact decrease. Decisions on granting requests for mass-based compliance limitations will be based on user-specific information and current operating conditions of the POTW, and will be at the discretion of the Department of Public Works. Implementation of mass-based limitations may not contravene any requirements of federal or State laws and/or regulations implemented thereunder. For categorical Pretreatment Standards that are expressed only in terms of pollutant concentrations, the Town may establish equivalent mass limits only if the User meets all the conditions in 40 CFR 403.6 (c) (5).

CHAPTER IX – SEWER USE ORDINANCE

SECTION 3 ADOPTION OF REGULATIONS

In order to ensure compliance with federal and state law and regulations, and local rules and regulations adopted by the Town of Derry and City of Manchester for the operation of their POTW's, the Town of Londonderry Department of Public Works is hereby required and authorized to develop and implement regulations addressing the following subjects:

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CHAPTER IX – SEWER USE ORDINANCE

SECTION 4 POWERS AND AUTHORITIES OF INSPECTORS

4.1 Compliance Monitoring

The Town shall investigate instances of noncompliance with the industrial pretreatment standards and requirements.

The Town shall, as necessary, sample and analyze the wastewater discharges of contributing users and conduct surveillance and inspection activities to identify, independently of information supplied by such users, occasional and continuing noncompliance with industrial pretreatment standards. Each industrial user will be billed directly for costs incurred for analysis of its wastewater.

4.2 Right of Entry: Inspection and Sampling

All industrial users discharging to the POTW shall allow unrestricted access by Town representatives for the POTW that treats the wastewater, and State and EPA personnel (“Inspector(s)”) for the purpose of determining whether the user is complying with all requirements of this Ordinance and Town Regulations, and any IDP or order issued hereunder. Users shall allow the Inspector(s) ready access to all parts of the premises for the purposes of inspection, sampling, records examination and copying, and the performance of any additional duties.

- A. If a user has security measures in force that require proper identification and clearance before entry into its premises, the user shall make necessary arrangements with its security guards so that, upon presentation of suitable identification, the Inspector(s) will be permitted to enter without delay for the purposes of performing specific responsibilities.
- B. The Inspector(s) shall have the right to set up on the user's property, or require installation of, such devices as are necessary to conduct sampling and/or metering of the user's operations.
- C. The Inspector(s) may require the user to install monitoring equipment as necessary. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the user at its own expense. All devices used to measure wastewater flow and quality shall be calibrated at least annually to ensure accuracy. Certification of equipment calibration shall be provided to the Town annually.
- D. Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the user at the written or verbal request of the Inspector(s) and shall not be replaced. The costs of clearing such access shall be borne by the user.
- E. Unreasonable delays in allowing the Inspector(s) access to the user's premises shall be a violation of this Ordinance.

CHAPTER IX – SEWER USE ORDINANCE

SECTION 4 POWERS AND AUTHORITIES OF INSPECTORS (Cont'd.)

4.2 Right of Entry: Inspection and Sampling (Cont'd.)

- F. The Inspector(s) is authorized to obtain information concerning industrial processes that have a bearing on the kind or source of discharge to the public sewer. The industrial user may request that the information in question not be disclosed to the public in accordance with Section 5 of this Ordinance. The information in question shall be made available upon written request to governmental agencies for uses related to this Ordinance, the NPDES permit, or the pretreatment program. The burden of proof that information should be held confidential rests with the user. However, information regarding wastewater discharge by the user (flow, constituents, concentrations, and characteristics) shall be available to the public without restriction.
- G. While performing the necessary work on private properties referred to in this Section, the Inspector(s) shall observe all safety rules applicable to the premises established by the user. The user shall be held harmless for injury or death to the Inspector(s), and the Town shall indemnify the user against loss or damage to its property by Town employees and against liability claims and demands for personal injury or property damage asserted against the user and growing out of the monitoring activities, except as such may be caused by negligence or failure of the user to maintain safe conditions.
- H. The Inspector(s) shall be permitted to enter all private properties through which the Town holds a duly negotiated easement for the purposes of, but not limited to, inspection, observation, measurement, sampling, repair, and maintenance of any portion of the POTW lying within said easement. All entry and subsequent work, if any, on said easement, shall be done in full accordance with the terms of the duly negotiated easement pertaining to the private property involved.

4.3 Search Warrants

If the Department of Public Works has been refused access to a building, structure, or property, or any part thereof, and is able to demonstrate probable cause to believe that there may be a violation of this Ordinance, or that there is a need to inspect and/or sample as part of a routine inspection and sampling program of the Town designed to verify compliance with this Ordinance or any permit or order issued hereunder, or to protect the overall public health, safety and welfare of the community, then the Department of Public Works may seek issuance of a search warrant from a court of proper jurisdiction.

CHAPTER IX – SEWER USE ORDINANCE

SECTION 5 CONFIDENTIAL INFORMATION/PUBLIC PARTICIPATION

5.1 Confidential Information

Information and data on a user obtained from reports, surveys, IDP Applications, IDPs, and monitoring programs, and from the Department of Public Works inspection and sampling activities, shall be available to the public without restriction, unless the user specifically requests, and is able to demonstrate to the satisfaction of the Department of Public Works, that the release of such information would divulge information, processes, or methods of production entitled to protection as trade secrets under applicable State law. Any such request must be asserted at the time of submission of the information or data. When requested and demonstrated by the user furnishing a report that such information should be held confidential, the portions of a report that might disclose trade secrets or secret processes shall not be made available for inspection by the public, but shall be made available immediately upon request to governmental agencies for uses related to the NPDES program or pretreatment program, and in enforcement proceedings involving the person providing the report. Wastewater constituents and characteristics and other “effluent data” as defined by 40 CFR 2.302 will not be recognized as confidential information and will be available to the public without restriction.

5.2 Public Participation

The Town shall comply with the public participation requirements of 40 CFR Part 25 in the enforcement of industrial pretreatment standards and requirements.

CHAPTER IX – SEWER USE ORDINANCE

SECTION 6 ADMINISTRATIVE ENFORCEMENT REMEDIES

6.1 Notification of Violation

When the Department of Public Works determines that a user has violated, or continues to violate, any provision of this Ordinance and the Town's Regulations, an IDP or order issued hereunder, or any other pretreatment standard or requirement, the Department of Public Works will serve a written Notice of Violation to the user. Within the time period specified in the violation notice, an explanation of the violation and a plan for the satisfactory correction and prevention thereof, to include specific required actions, shall be submitted by the user to the Department of Public Works. Submittal of this plan in no way relieves the user of liability for any violations occurring before or subsequent to receipt of the Notice of Violation. Nothing in this section shall limit the authority of the Department of Public Works to take any action, including emergency actions or any other enforcement action, without initially issuing a Notice of Violation.

6.2 Compliance Schedule Development

The Department of Public Works may require any user that has violated or continues to violate any provision of this Ordinance, an IDP, or order issued hereunder, or any other pretreatment standard or requirement, to develop a compliance schedule. A compliance schedule pursuant to this section shall meet the requirements set out in Section 6.2 of the Regulations.

6.3 Pollution Prevention Plan Development

The Department of Public Works may require any user that has violated or continues to violate any provision of this Ordinance, an IDP, or order issued hereunder, or any other pretreatment standard or requirement, to develop a pollution prevention plan in accordance with Section 3.4 of these Regulations. The pollution prevention plan must specifically address violation(s) for which this action was undertaken. The pollution prevention plan shall be developed using good engineering judgment and shall be submitted to the Department of Public Works no later than sixty (60) days after the user was notified of this requirement.

6.4 Publication of Users in Significant Noncompliance

The Department of Public Works will publish annually, in a newspaper(s) of general circulation that provides meaningful public notice within the jurisdiction(s) served by the POTW, a list of the users that, during the previous twelve (12) months, were in significant noncompliance, as defined in Section 1.4, with applicable pretreatment standards and requirements.

6.5 Show Cause Orders

The Department of Public Works may order a user that has violated, or continues to violate, any provision of this Ordinance and the Town's Regulations, an IDP or order issued hereunder, or any other pretreatment standard or requirement, to appear before the Department of Public Works and

CHAPTER IX – SEWER USE ORDINANCE

SECTION 6 ADMINISTRATIVE ENFORCEMENT REMEDIES

6.5 Show Cause Orders (Cont'd.)

show cause why the proposed enforcement action should not be taken. Notice shall be served on the user specifying the time and place for the meeting, the proposed enforcement action, the reasons for such action, and a request that the user show cause why the proposed enforcement action should not be taken. The notice of the meeting shall be served personally or by registered or certified mail (return receipt requested) at least ten (10) days prior to the hearing. Such notice may be served on any authorized representative of the user. A show cause hearing shall not be a bar against, or prerequisite for, executing any other action against the user.

6.6 Cease and Desist Orders

When the Department of Public Works determines that a user has violated, or continues to violate, any provision of this Ordinance and the Town's Regulations, an IDP or order issued hereunder, or any other pretreatment standard or requirement, or that the user's past violations are likely to recur, the Department of Public Works may issue an order to the user directing it to cease and desist all such violations and directing the user to:

- A. Immediately comply with all requirements; and
- B. Implement such appropriate remedial or preventive action as may be needed to properly address a continuing or threatened violation, including halting operations and/or terminating the discharge.

Issuance of a cease and desist order shall not be a bar against, or a prerequisite for, taking any other action against the user.

6.7 Consent Orders

The Department of Public Works is hereby empowered to enter into Consent Orders, assurances of voluntary compliance, or other similar documents establishing an agreement with any user responsible for noncompliance. Such orders shall include specific action to be taken by the user to correct the noncompliance within a time period also specified by the order. Orders may also contain such other requirements as might be reasonably necessary and appropriate to address the noncompliance, including the installation of pretreatment systems, additional self-monitoring, and management practices. Such orders shall have the same force and effect as administrative orders issued pursuant to Sections 6.5 and 6.6 of this Ordinance and shall be judicially enforceable.

6.8 Industrial Discharge Permit Termination

Any industrial user who violates the following conditions of this Ordinance or a wastewater discharge permit or order, or any applicable State or federal law, is subject to permit termination:

CHAPTER IX – SEWER USE ORDINANCE

SECTION 6 ADMINISTRATIVE ENFORCEMENT REMEDIES

6.8 Industrial Discharge Permit Termination (Cont'd.)

- A. Violation of permit conditions;
- B. Failure to accurately report the wastewater constituents and characteristics of its discharge;
- C. Failure to report significant changes in operations or wastewater constituents and characteristics; or
- D. Refusal of reasonable access to the user's premises for the purpose of inspection, monitoring, or sampling.

Such user will be notified of the proposed termination of its discharge and be offered an opportunity to show cause under Section 6.5 of this Ordinance why the proposed action should not be taken. Exercise of this option by the Department of Public Works shall not be a bar to, or a prerequisite for, taking any other action against the user.

6.9 Termination of Discharge

In addition to the provisions in Section 6.8 of this Ordinance, any user who violates the following conditions is subject to discharge termination:

- A. Violation of IDP conditions;
- B. Failure to accurately report the wastewater constituents and characteristics of its discharge;
- C. Failure to report significant changes in operations or wastewater volume, constituents, and characteristics prior to discharge;
- D. Refusal of reasonable access to the user's premises for the purpose of inspection, monitoring, or sampling; or
- E. Violation of the pretreatment standards in Section 3 of the Regulations.

Such user will be notified of the proposed termination of its discharge and be offered an opportunity to show cause under Section 6.5 of this Ordinance why the proposed action should not be taken. Exercise of this option by the Department of Public Works shall not be a bar to, or a prerequisite for, taking any other action against the user.

CHAPTER IX – SEWER USE ORDINANCE

SECTION 6 ADMINISTRATIVE ENFORCEMENT REMEDIES

6.10 Emergency Suspensions

The Department of Public Works may immediately suspend a user's discharge, subsequent to informal notice to the user, whenever such suspension is necessary to terminate an actual or threatened discharge that reasonably appears to present or cause an imminent or substantial endangerment to the health or welfare of POTW personnel or the public. The Department of Public Works may also immediately suspend a user's discharge, after notice and opportunity to respond, that threatens to interfere with the operation of the POTW, or that presents, or may present, an endangerment to the environment.

- A. Any user notified of a suspension of its discharge shall immediately terminate or eliminate its wastewater discharge. In the event of a user's failure to immediately comply with the suspension order, the Department of Public Works may implement such steps as deemed necessary, including immediate severance of the sewer connection, to prevent or minimize damage to the POTW, its receiving stream, or endangerment to any individuals. The Department of Public Works may allow the user to recommence its discharge when the user has demonstrated to the satisfaction of the Department of Public Works that the period of endangerment has passed, unless the termination proceedings in Section 6.8 or 6.9 of this Ordinance are initiated against the user.

- B. A user that is responsible, in whole or in part, for any discharge presenting imminent endangerment shall submit a detailed written statement, describing the causes of the harmful contribution and the measures implemented to prevent any future occurrence, to the Department of Public Works prior to the date of any show cause or termination hearing under Sections 6.5, 6.8 or 6.9 of this Ordinance.

Nothing in this section shall be interpreted as requiring a hearing prior to any emergency suspension under this section.

6.11 Recovery of Expenses

Any person or industrial user violating any of the provisions of this Ordinance shall be liable to the Town for any expense, loss, or damage occasioned the Town or the POTWs by reason of such violation. If the Department of Public Works or Town shall have caused the disconnection of a drain from a public sewer, the Town may collect the expenses associated with completing the disconnection from any person or user responsible for, or willfully concerned in, or who profited by such violation. The Town may thereafter refuse to permit the restoration of the former connection or of any new connection to the property concerned in the violation until the claim of the Town for the cost of completing such disconnection shall have been paid in full plus interest and the reasonable cost of any legal expenses incurred by the Town in connection therewith.

CHAPTER IX – SEWER USE ORDINANCE

SECTION 6 ADMINISTRATIVE ENFORCEMENT REMEDIES

6.12 Harm To Town Property

No person shall maliciously, willfully, or negligently damage, destroy, uncover, deface or tamper with any structure, appurtenance or equipment that is part of the public sewerage system. Any person violating this provision shall be subject to immediate arrest under charge of disorderly conduct pursuant to the local Ordinances, and shall also be subject to penalties under State and federal statutes.

CHAPTER IX – SEWER USE ORDINANCE

SECTION 7 JUDICIAL ENFORCEMENT REMEDIES

7.1 Injunctive Relief

When the Town determines that a user has violated, or continues to violate, any provision of this Ordinance, an IDP, or order issued hereunder, or any other pretreatment standard or requirement, the Town may petition the Rockingham County Superior Court through the Town's Attorney for the issuance of a temporary or permanent injunction, as appropriate, that restrains or compels the specific performance of the IDP, order, or other requirement imposed by this Ordinance or by Town Regulations on activities of the user. The Town may also seek such other action as is appropriate for legal and/or equitable relief, including a requirement for the user to conduct environmental remediation. A petition for injunctive relief shall not be a bar against, or a prerequisite for, implementing any other action against a user.

7.2 Civil Penalties

- A. A user who has violated, or continues to violate, any provision of this Ordinance, the Town's Regulations an IDP, or order issued hereunder, or any other pretreatment standard or requirement shall be liable to the Town for a maximum civil penalty of \$10,000 per violation, per day, plus actual damages incurred by the POTW. In the case of a monthly or other long-term average discharge limit, penalties shall accrue for each day during the period of the violation.
- B. The Town may recover reasonable attorneys' fees, court costs, and other expenses associated with enforcement activities, including sampling and monitoring expenses, and the cost of any actual damages incurred by the Town. The Town shall petition the Court to impose, assess, and recover such sums.
- C. In determining the amount of civil liability, the Court shall consider all relevant circumstances, including, but not limited to, the extent of harm caused by the violation, the magnitude and duration of the violation, any economic benefit gained through the user's violation, corrective actions by the user, the compliance history of the user, and any other factor as justice requires.
- D. Filing a suit for civil penalties shall not be a bar against, or a prerequisite for, implementing any other action against a user.

7.3 Criminal Prosecution

Any person or industrial user who willfully or negligently violates any provision of this Ordinance or any orders or permits issued hereunder shall, upon conviction, be guilty of a violation, punishable by a fine not to exceed \$10,000 for each violation. Every separate provision violated shall constitute a separate violation. Every day that a violation occurs shall be deemed a separate violation. Ref. RSA 47:17, I, RSA 149-I:6, RSA 31:39, III.

CHAPTER IX – SEWER USE ORDINANCE

SECTION 7 JUDICIAL ENFORCEMENT REMEDIES (Cont'd.)

7.4 Nonexclusive Remedies

The remedies provided for in this Ordinance are not exclusive. The Town may take any, all, or any combination of these actions against a non-compliant user. Enforcement of pretreatment violations will generally be in accordance with the Town's enforcement response plan. However, the Town may pursue other action against any user without limitation, including *ex parte* temporary judicial relief to prevent a violation of this Ordinance. Further, the Town is empowered to pursue more than one enforcement action against any non-compliant user.

CHAPTER IX – SEWER USE ORDINANCE

SECTION 8 SUPPLEMENTAL ENFORCEMENT ACTION

8.1 Performance Bonds

The Department of Public Works may decline to issue or reissue an IDP to any user who has failed to comply with any provision of this Ordinance, the Town's Regulations, a previous IDP, or order issued hereunder, or any other pretreatment standard or requirement, unless such user first files a satisfactory bond, payable to the Town, in a sum not to exceed a value determined by the Department of Public Works to be necessary to achieve consistent compliance.

8.2 Liability Insurance

The Department of Public Works may decline to issue or reissue an IDP to any user who has failed to comply with any provision of this Ordinance, the Town's Regulations, a previous IDP, or order issued hereunder, or any other pretreatment standard or requirement, unless the user first submits proof that it has obtained financial assurances sufficient to restore or repair damage to the POTW caused by its discharge.

8.3 Water Supply Severance

Section 8.3 has been deleted from this Ordinance.

8.4 Public Nuisances

A violation of any provision of this Ordinance, an IDP, or order issued hereunder, or any other pretreatment standard or requirement is hereby declared a public nuisance and shall be corrected or abated as directed by the Department of Public Works. Any person(s) creating a public nuisance shall be subject to the provisions of the applicable Town Code governing such nuisances, including reimbursing the Town for any costs incurred in removing, abating, or remedying said nuisance.

8.5 Contractor Listing

Users that have not achieved compliance with applicable pretreatment standards and requirements are not eligible to receive a contractual award for the sale of goods or services to the Town. Existing contracts for the sale of goods or services to the Town held by a user found to be in significant noncompliance with pretreatment standards or requirements may be terminated at the discretion of the Department of Public Works.

CHAPTER IX – SEWER USE ORDINANCE

SECTION 9 AFFIRMATIVE DEFENSES TO DISCHARGE VIOLATIONS

9.1 Upset

- A. For the purposes of this section, “upset” means an exceptional incident in which there is unintentional and temporary noncompliance with pretreatment standards due to factors beyond the reasonable control of the user. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.
- B. An upset shall constitute an affirmative defense to an action brought for noncompliance with pretreatment standards if the requirements of paragraph (C), below, are met.
- C. A user who intends to establish the affirmative defense of upset shall demonstrate, through properly signed, contemporaneous operating logs, or other relevant evidence that:
1. An upset occurred and the user can identify the cause(s) of the upset;
 2. At the time being of the upset, the facility was operated in a prudent and workman-like manner and in compliance with applicable operation and maintenance procedures; and
 3. The user has submitted the following information to the Department of Public Works within twenty-four (24) hours of becoming aware of the upset (if this information is provided orally, a written submission must be provided within five (5) days):
 - a. A description of the discharge and cause of noncompliance;
 - b. The period of noncompliance, including exact dates and times or, if not corrected, the amount of time the noncompliance is expected to continue; and
 - c. Action being implemented and/or planned to reduce, eliminate, and prevent recurrence of the noncompliance.
- D. In any enforcement proceeding, the user seeking to establish the occurrence of an upset shall have the burden of proof.
- E. Users will have the opportunity for a judicial determination on any claim of upset only in an enforcement action brought for noncompliance with pretreatment standards.
- F. Users shall control all discharges to the extent necessary to maintain compliance with pretreatment standards upon reduction, loss, or failure of its treatment facility until the facility is restored or an alternative method of treatment is provided. This requirement applies in the situation where, among other things, the primary source of power of the treatment facility is reduced, lost, or fails.

CHAPTER IX – SEWER USE ORDINANCE

SECTION 9 AFFIRMATIVE DEFENSES TO DISCHARGE VIOLATIONS (Cont'd.)

9.2 Prohibited Discharge Standards

A user shall have an affirmative defense to an enforcement action brought against it for noncompliance with the general prohibitions in Section 2.5(A) of this Ordinance or the specific prohibitions in Sections 2.5(B) of this Ordinance if it can prove that it did not know, or have reason to know, that its discharge, alone or in conjunction with discharges from other sources, would cause pass through or interference and that either:

- A. A local limit exists for each pollutant discharged and the user was in compliance with each limit directly prior to, and during, the pass through or interference; or
- B. No local limit exists, but the discharge did not change substantially in nature or constituents from the user's prior discharge when the POTW was regularly in compliance with its NPDES permit, and in the case of interference, was in compliance with applicable sludge use or disposal requirements.

9.3 Bypass

- A. For the purposes of this section,
 - 1. “Bypass” means the intentional diversion of waste streams from any portion of a user's treatment facility.
 - 2. “Severe property damage” means substantial physical damage to property, damage to the treatment facilities that causes them to become inoperable, or substantial and permanent loss of natural resources that can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.
- B. A user may allow any bypass to occur that does not cause pretreatment standards or requirements to be violated, but only if it also is for essential maintenance to assure efficient operation. These bypasses are not subject to the provision of paragraphs (C) and (D) of this section.
- C. 1. If a user knows in advance of the need for a bypass, it shall submit prior notice to the Department of Public Works and to the POTW providing treatment, at least ten (10) days before the date of the bypass, if possible.
- 2. A user shall submit oral notice to the Department of Public Works of an unanticipated bypass that exceeds applicable pretreatment standards within twenty-four (24) hours from the time it becomes aware of the bypass. A written submission shall also be provided within five (5) days of the time the user becomes aware of the bypass. The written submission shall contain a description of the bypass and its

CHAPTER IX – SEWER USE ORDINANCE

SECTION 9 - AFFIRMATIVE DEFENSES TO DISCHARGE VIOLATIONS (Cont'd.)

9.3 Bypass (Cont'd.)

cause; the duration of the bypass, including exact dates and times, and, if the bypass has not been corrected, the amount of time it is expected to continue; and steps implemented or planned to reduce, eliminate, and prevent reoccurrence of the bypass. The Department of Public Works may waive the written report on a case-by-case basis if the oral report has been received within twenty-four (24) hours.

- D. 1. Bypass is prohibited, and the Department of Public Works may initiate enforcement action against a user for a bypass, unless:
- a. Bypass was required to prevent loss of life, personal injury, or severe property damage;
 - b. There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass that occurred during normal periods of equipment downtime or preventive maintenance; and
 - c. The user submitted notices as required under paragraph (C) of this section.
2. The Department of Public Works may approve an anticipated bypass, subsequent to considering its adverse effects, if the Department of Public Works determines that it will meet the three conditions listed in paragraph (D)(1) of this section.

CHAPTER IX – SEWER USE ORDINANCE

SECTION 10 SEPTAGE DISPOSAL

No person shall discharge hauled septage to the Town's POTW. The Town has intermunicipal agreements with the City of Manchester and the Town of Derry to receive and treat septage from the Town of Londonderry.

Hauled septage to be discharged to the City of Manchester's POTW and/or Town of Derry's POTW, shall be discharged at locations designated by the respective POTW. The septage to be discharged shall meet all requirements of the City of Manchester's and the Town of Derry's Sewer Use Ordinance. The septage hauler shall meet all the requirement of, and pay all associated fees as defined in the City of Manchester's and the Town of Derry's Sewer Use Ordinance.

CHAPTER IX – SEWER USE ORDINANCE

SECTION 11 VALIDITY

- A. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

- B. The validity of any section, clause, sentence, or provision of this Ordinance shall not affect the validity of any other part of this Ordinance that can be given effect without such invalid part or parts.

CHAPTER IX – SEWER USE ORDINANCE

SECTION 12 INTERPRETATION OF REQUIREMENTS

12.1 Interpretation

The provisions of this Ordinance with respect to the meaning of technical terms and phrases, the classification of different types of sewers, the regulations with respect to making connections to sewers or drains, and other technical matters shall be interpreted and administered by the Department of Public Works acting in and for the Town of Londonderry, New Hampshire through the Town Council.

12.2 Appeals

Any party aggrieved by any decision, regulation or provision under this Ordinance, as amended, from time to time, shall have the right of appeal within thirty (30) calendar days of said decision to the Department of Public Works, who shall issue a decision within thirty (30) calendar days. If said appeal is denied by the Department of Public Works, then the aggrieved party shall have the right to appeal to the Rockingham County Superior Court for equitable relief, provided that said appeal is entered within thirty (30) calendar days from the issuance of the decision of the Department of Public Works.

CHAPTER IX – SEWER USE ORDINANCE

SECTION 13 EFFECTIVE DATE

This Ordinance shall be in full force and effect immediately following its passage, approval, and publication, as provided by law.

Duly enacted and ordained this _____ day of _____ 2007 by the _____ and Town Council of the Town of Londonderry in Rockingham County, State of New Hampshire, at a duly noticed and duly held session of the said Town Council and _____. This Ordinance is hereby authenticated as required by Section _____ of the Town Charter.

Londonderry, New Hampshire

By:

**CHAPTER IX – SEWER USE AND PERMITTING REGULATIONS
ORDINANCE**

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(Proposed May 7, 2007)**

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CHAPTER IX – SEWER USE AND PERMITTING REGULATIONS ORDINANCE

INTRODUCTION

Pursuant to enabling authority in New Hampshire Revised Statutes Annotated 149-I:6; RSA Chapter 147, or revisions thereto, the following is a set of Regulations for the use of public and private sewers, private wastewater disposal, the installation and connection of building sewers, and the discharge of waters and wastes into the public sewer system, in the Town of Londonderry, County of Rockingham, State of New Hampshire.

SECTION 1 GENERAL PROVISIONS

1.1 Purpose and Policy

These Regulations set forth uniform requirements for users of the Londonderry Municipal Sewer System which transports wastewater to the Publicly Owned Treatment Works (POTW) in Manchester and Derry and enables the Town to comply with all applicable State and federal laws, including the Clean Water Act (33 United States Code § 1251 *et seq.*) and the General Pretreatment Regulations (40 Code of Federal Regulations Part 403). The Town is also subject to the provisions of the Intermunicipal Agreement with the City of Manchester, dated May 24, 1979, (as amended) and the Intermunicipal Agreement with the Town of Derry, dated July 10, 1981 (as amended). Recognizing that significant opportunities exist to reduce or prevent pollution at its source through cost effective practices, and that such practices can offer savings through reduced purchases of materials and resources, a decreased need for pollution control technologies, and lower liability costs, as well as assisting to protect the environment, the Town establishes the following objectives of these Regulations:

- A. To promote, consistent with the policy of the federal government:
- The prevention or reduction of pollutants at the source whenever feasible;
 - Recycling in an environmentally-safe manner when pollution cannot be prevented;
 - Treatment in an environmentally-safe manner of pollution that cannot be prevented or recycled; and
 - Disposal or other release into the environment in an environmentally-safe manner only as a last resort.

To encourage the development of these efforts, the Town may:

- Set Town-wide pollution prevention goals;
- Organize an assessment program task force;
- Review data and inspect sites;
- Develop pollution prevention options;
- Conduct a feasibility analysis of selected options; and
- Promote implementation of pollution prevention techniques.

CHAPTER IX – SEWER USE AND PERMITTING REGULATIONS ORDINANCE

SECTION 1 GENERAL PROVISIONS (Cont'd.)

1.1 Purpose and Policy (Cont'd.)

- B. To prevent the introduction of pollutants into the POTWs that will interfere with its operation;
- C. To prevent the introduction of pollutants into the POTWs that will pass through the POTWs, inadequately treated, into receiving waters, or otherwise be incompatible with the POTWs;
- D. To protect both POTW personnel who may be affected by wastewater and sludge in the course of their employment and the general public;
- E. To promote reuse of sludge from the POTWs;
- F. To provide for fees for the equitable distribution of the cost of operation, maintenance, and improvement of the POTWs; and
- G. To enable the Town to comply with its Intermunicipal Agreements with the City of Manchester and the Town of Derry for the treatment of the Town's wastewater.

This Regulation shall apply to all users of the POTW of the Town of Londonderry. The Regulation authorizes the issuance of wastewater discharge permits; provides for monitoring, compliance, and enforcement activities; establishes administrative review procedures; requires user reporting; and provides for the setting of fees for the equitable distribution of costs resulting from the program established herein; consistent with the Town's Facilities Plan and its *Industrial Pretreatment Program*, and updates to these documents, and represents an ongoing administrative element of the Town's activities.

1.2 Administration

Except as otherwise provided herein, the Department of Public Works shall administer, implement, and enforce the provisions of these Regulations. Any powers granted to or duties imposed upon the Department of Public Works may be delegated by the Department of Public Works to other Town personnel.

CHAPTER IX – SEWER USE AND PERMITTING REGULATIONS ORDINANCE

SECTION 1 GENERAL PROVISIONS (Cont'd.)

1.3 Abbreviations

The following abbreviations, when used in these regulations, shall have the following designated meanings:

·	BOD	-	Biochemical Oxygen Demand
·	CFR	-	Code of Federal Regulations
·	COD	-	Chemical Oxygen Demand
·	EPA	-	United States Environmental Protection Agency
·	gpd	-	Gallons per day
·	IDP	-	Industrial Wastewater Discharge Permit
·	mg/L	-	Milligrams per liter
·	DES	-	New Hampshire Department of Environmental Services
·	NPDES	-	National Pollutant Discharge Elimination System
·	POTW	-	Publicly Owned Treatment Works
·	RCRA	-	Resource Conservation and Recovery Act
·	RSA	-	New Hampshire Revised Statute Annotated
·	SIC	-	Standard Industrial Classification
·	TDS	-	Total Dissolved Solids
·	TSS	-	Total Suspended Solids
·	USC	-	United States Code

1.4 Definitions

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

1. Act or the Act. The Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. § 1251 *et seq.*
2. Approval Authority. The Regional Administrator of the EPA or his duly appointed agent.
3. Authorized Representative of the User.
 - a. If the user is a corporation:
 - i. The president, secretary, treasurer, or a vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or

CHAPTER IX – SEWER USE AND PERMITTING REGULATIONS ORDINANCE

SECTION 1 GENERAL PROVISIONS (Cont'd.)

1.4 Definitions (Cont'd.)

- ii. The manager of one or more manufacturing, production, or operating facilities, provided, the manager is authorized to make management decisions which govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations, and initiate and direct other comprehensive measures to assure long-term environmental compliance with environmental laws and regulations; can ensure that the necessary systems are established or actions taken to gather complete and accurate information for control mechanism requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedure

- b. If the user is a partnership or sole proprietorship: a general partner or proprietor, respectively.

- c. If the user is a federal, State, or local governmental facility: a director or highest official appointed or designated to oversee the operation and performance of the activities of the government facility.

- d. The individuals described in paragraphs (a) through (c), above, may designate another authorized representative if the authorization is in writing, the authorization specifies the individual or position responsible for the overall operation of the facility from which the discharge originates or having overall responsibility for environmental matters for the company, and the written authorization is submitted to the Town.

- 4. Best Management Practices or BMPs. Schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to implement the pollutant control prohibitions of these Regulations. BMPs also include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw materials storage.

- 5. 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)

CHAPTER IX – SEWER USE AND PERMITTING REGULATIONS ORDINANCE

SECTION 1 GENERAL PROVISIONS (Cont'd.)

1.4 Definitions (Cont'd.)

6. Building Drain. That part of the lowest horizontal piping of a drainage system that receives the discharge from soil, waste, and other drainage pipes inside the walls of the building and conveys it to the building sewer, beginning five (5) feet outside the inner face of the building wall.
7. Building Sewer. The extension from the building drain to the public sewer main or other place of disposal, also called house connection.
8. Bypass. The intentional diversion of waste streams from any portion of a wastewater treatment facility.
9. 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.
10. Combined Sewer. A sewer intended to receive both wastewater and storm or surface water.
11. Commercial Use. Premises used for financial gain, such as business or industrial use, but excluding residential uses and related accessory uses.
12. Commissioner. The Commissioner of the New Hampshire Department of Environmental Services, or the commissioner's duly appointed agent.
13. Compatible Pollutant. Biochemical oxygen demand, suspended solids, pH, and fecal coliform bacteria.
14. Control Authority. The term Control Authority as used in these Regulations, refers to the City of Manchester's Publicly Owned Treatment Works for users whose wastewater flows to Manchester for treatment, or the Town of Derry's Publicly Owned Treatment Works for users whose wastewater flows to Derry for treatment.

CHAPTER IX – SEWER USE AND PERMITTING REGULATIONS ORDINANCE

SECTION 1 GENERAL PROVISIONS (Cont'd.)

1.4 Definitions (Cont'd.)

15. Conservative Pollutant. A pollutant that is presumed not be destroyed, biodegraded, chemically transformed, or volatilized within the POTW. Conservative pollutants introduced to a POTW ultimately exit the POTW solely through the POTW's effluent and biosolids. Most metals are considered conservative pollutants.
16. Department of Public Works. The Department of Public Works of the Town of Londonderry, New Hampshire, or an authorized agent or representative. The Department of Public Works is designated by the Town to supervise the operation of the POTW located in Londonderry, and is charged with certain duties and responsibilities in the Ordinance.
17. Dilution. Any increase in the use of water as a partial or complete substitute for adequate treatment to achieve compliance with a limitation on the discharge of pollutants.
18. Domestic Wastewater or Sewage. Normal water-carried household and toilet wastes or waste from sanitary conveniences of residences, commercial buildings, and industrial plants, excluding ground, surface, or storm water. (See also: Industrial Wastes.)
19. Easement. An acquired legal right for the specific use of land owned by others.
20. Environmental Protection Agency or EPA. The United States Environmental Protection Agency or, where appropriate, the EPA Regional Water Management Division Director, or other duly authorized official of said agency.
21. Existing Source. Any source of discharge, the construction or operation of which commenced prior to the publication by EPA of proposed categorical pretreatment standards, which will be applicable to such source if the standard is thereafter promulgated in accordance with Section 307 of the Act.
22. Floatable Oil. Oil, fat, or grease in a physical state such that it will separate by gravity from wastewater by treatment in an approved pretreatment facility. A wastewater shall be considered free of floatable oil if it is properly pretreated and the wastewater does not interfere with the collection system.
23. Force Main. A line without access from individual properties, providing a connection from a pump station to a pump station, trunk, or sanitary sewer main.

CHAPTER IX – SEWER USE AND PERMITTING REGULATIONS ORDINANCE

SECTION 1 GENERAL PROVISIONS (Cont'd.)

1.4 Definitions (Cont'd.)

24. Garbage. The animal and vegetable waste resulting from the handling, preparation, cooking, and serving of foods.
25. Grab Sample. A sample that is taken from a waste stream without regard to the flow in the waste stream and over a period of time not to exceed fifteen (15) minutes.
26. Grease. The material removed from a grease interceptor (trap) or grease trap serving a restaurant or other facility requiring such a device. Also means volatile and non-volatile residual fats, fatty acids, soaps, waxes and other similar materials.
27. Hauler. Those persons, firms, or corporations, who pump, haul, transport, or dispose of septage and who are licensed by the New Hampshire Department of Environmental Services pursuant to RSA 485-A:4,XVI-a and rules adopted to implement said section.
28. Human Excrement and other Putrescible Material. The liquid or solid matter discharged from the intestinal canal of a human, or other liquid or solid waste materials that are likely to undergo bacterial decomposition; (provided, however, that these terms shall not include refuse as defined in RSA 145-M).
29. Incompatible Pollutant. Any pollutant that is not a compatible pollutant.
30. Industrial Wastewater Discharge Permit or IDP. The written permit between the Town and an industrial user that outlines the conditions under which discharge to the POTW will be accepted.
31. Industrial User (or User). A person who discharges industrial wastewater to the POTW of the Town.
32. Industrial Waste. Any liquid, gaseous or solid waste substance from any process or from development of any natural resource by industry, manufacturing, trade, or business.
33. Industrial Wastewater. Any wastewater from any non-domestic source that contains industrial waste, as distinct from sanitary sewage or unpolluted water.

CHAPTER IX – SEWER USE AND PERMITTING REGULATIONS ORDINANCE

SECTION 1 GENERAL PROVISIONS (Cont'd.)

1.4 Definitions (Cont'd.)

34. Indirect Discharge or Discharge. The introduction of pollutants into the POTW from any non-domestic source regulated under Section 307(b), (c), or (d) of the Act.
35. Instantaneous Discharge Limit. The maximum concentration of a pollutant allowed to be discharged at any time, determined from the analysis of any discrete or composite sample collected, independent of the industrial flow rate and the duration of the sampling event.
36. Interference. A discharge, which alone or in conjunction with a discharge or discharges from other sources, inhibits or disrupts the POTW, its treatment processes or operations or its sludge processes, use or disposal; and therefore is a cause of a violation of the POTW's NPDES permit or of the prevention of sewage sludge use or disposal in compliance with any of the following statutory/regulatory provisions or permits issued thereunder, or any more stringent State or local regulations: Section 405 of the Act; the Solid Waste Disposal Act, including Title II commonly referred to as RCRA; any State regulations contained in any State sludge management plan prepared pursuant to Subtitle D of the Solid Waste Disposal Act; the Clean Air Act; the Toxic Substances Control Act; the Marine Protection, Research, and Sanctuaries Act; 40 CFR Part 503 Standards for Sewage Sludge Use and Disposal and RSA 485-A:4, XVI-a.
37. Local Limits. Numerical limitations on the discharge of pollutants established by the POTWs, as distinct from State or federal limitations for industrial wastewater discharged to the POTW.
38. May. Means permissive (see "Shall").
39. Medical/Infection Waste. Any solid waste that is generated in the diagnosis, treatment, or immunization of human beings or animals, in research pertaining thereto, or in the production or testing of biologicals, and as defined in RSA 125-N:2, VII. Examples include isolation wastes, infectious agents, human blood and blood products, pathological wastes, chemotherapy wastes, sharps, body parts, contaminated bedding, surgical wastes and specimens, potentially contaminated laboratory wastes, trauma scene wastes, sharps waste and dialysis wastes.
40. National Pollutant Discharge Elimination System Permit or NPDES Permit. A permit issued pursuant to Section 402 of the Act (33 U.S.C. 1342).

CHAPTER IX – SEWER USE AND PERMITTING REGULATIONS ORDINANCE

SECTION 1 GENERAL PROVISIONS (Cont'd.)

1.4 Definitions (Cont'd.)

41. Natural Outlet. Any outlet, including storm sewers and combined sewer overflows, into a watercourse, pond, ditch, lake, or other body or surface water or groundwater.
42. Normal Domestic Wastewater. Wastewater generated by residential users containing not more than 200 mg/L BOD and not more than 250 mg/L suspended solids.
43. New Source.
 - A. Any building, structure, facility, or installation from which there is or may be a discharge of pollutants, the construction of which commenced subsequent to the publication of proposed pretreatment standards under Section 307(c) of the Act that will be applicable to such source if such standards are thereafter promulgated in accordance with that section, provided that:
 1. The building, structure, facility, or installation is constructed at a site at which no other source is located; or
 2. The building, structure, facility, or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source; or
 3. The production or wastewater-generating processes of the building, structure, facility, or installation are substantially independent of an existing source at the same site. In determining whether these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant, and the extent to which the new facility is engaged in the same general type of activity as the existing source, will be considered.
 - B. Construction of a new source as defined under this paragraph has commenced If the owner or operator has:
 1. Begun, or caused to begin, as part of a continuous on-site construction program

CHAPTER IX – SEWER USE AND PERMITTING REGULATIONS ORDINANCE

SECTION 1 GENERAL PROVISIONS (Cont'd.)

1.4 Definitions (Cont'd.)

2. any placement, assembly, or installation of facilities or equipment;
 or
 3. significant site preparation work including clearing, excavation, or
 removal of existing buildings, structures, or facilities that is
 necessary for the placement, assembly, or installation of new
 source facilities or equipment; or
 4. Entered into a binding contractual obligation for the purchase of
 facilities or equipment that are intended to be used in its operation
 within a reasonable time. Options to purchase or contracts that can
 be terminated or modified without substantial loss, and contracts
 for feasibility, engineering, and design studies do not constitute a
 contractual obligation under this paragraph.
- C. Construction on a site at which an existing source is located results in a
 modification rather than a new source if the construction does not create a new
 building, structure, facility, or installation meeting the criteria of Section (a)(ii) or
 (a)(iii) above but otherwise alters, replaces, or adds to existing process or
 production equipment.
44. Non-Contact Cooling Water. Water used for cooling that does not directly
 contact any raw material, intermediate product, waste product, or finished
 product.
 45. Owner. Any Person vested with ownership, legal or equitable, sole or partial, or
 possession of any improved property.
 46. Ordinance. The Town of Londonderry New Hampshire Sewer Use Ordinance, as
 amended.
 47. Pass Through. A discharge that exits the POTW into waters of the United States
 in quantities or concentrations that, alone or in conjunction with a discharge or
 discharges from other sources, is a cause of a violation of any requirement of the
 POTWs' NPDES permit, including an increase in the magnitude or duration of a
 violation.

CHAPTER IX – SEWER USE AND PERMITTING REGULATIONS ORDINANCE

SECTION 1 GENERAL PROVISIONS (Cont'd.)

1.4 Definitions (Cont'd.)

48. Person. Any individual, partnership, copartnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity, or any other legal entity; or their legal representatives, agents, or assigns. This definition includes all federal, State, and local governmental entities.
49. pH. A logarithmic measure devised to express the hydrogen ion concentration of a solution, expressed in Standard Units. Solutions with pH values greater than 7 are basic (or alkaline); solutions with pH values less than 7 are acidic.
50. 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.
51. Pollutant. Dredged spoil, solid waste, incinerator residue, filter backwash, garbage, wastewater treatment sludges, munitions, medical wastes, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, municipal, agricultural and industrial wastes, and characteristics of wastewater (e.g., pH, temperature, TSS, turbidity, color, BOD, COD, toxicity, or odor).
52. Pollution Prevention. The use of materials, processes, or practices that reduce or eliminate the creation of pollutants or wastes at the source, or minimize their release to the environment prior to recycling, treatment or disposal. It includes practices that reduce the use of hazardous materials, energy, water or other resources. It also includes practices that protect natural resources and human health through conservation, more efficient use, or effective release minimization.
53. Pretreatment. The reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater prior to, or in lieu of, introducing such pollutants into the POTW. This reduction or alteration can be obtained by physical, chemical, or biological processes; by process changes; or by other means, except by diluting the concentration of the pollutants unless allowed by an applicable pretreatment standard.
54. Pretreatment Requirements. Any substantive or procedural requirement related to pretreatment imposed on a user, other than a pretreatment standard.

CHAPTER IX – SEWER USE AND PERMITTING REGULATIONS ORDINANCE

SECTION 1 GENERAL PROVISIONS (Cont'd.)

1.4 Definitions (Cont'd.)

55. Pretreatment Standards or Standards. Pretreatment standards shall mean prohibited discharge standards, categorical pretreatment standards, and local limits.
56. Prohibited Discharge Standards or Prohibited Discharges. Absolute prohibitions against the discharge of certain substances as identified in Section 2.5 of the Sewer Use Ordinance.
57. Properly Shredded Garbage. Wastes from the preparation, cooking, and dispensing of food that have been shredded to such a degree that all particles will be transported freely under the flow conditions normally prevailing in public sewers, with no particle greater than 1/2 inch in any dimension.
58. 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 the Town or owned by the City of Manchester or the Town of Derry. 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, and any sewer that conveys wastewater to the POTW from persons outside the Town who are, by contract or agreement with the Town, users of the Town's POTW.
59. Public Sewer. A mainline pipe or conduit that carries wastewater, storm water, groundwater, subsurface water, or unpolluted water from any source, which is controlled by a governmental agency or public utility.
60. Radiological Waste. Means radioactive waste as regulated by RSA 125-F.
61. Recreational Vehicle or "RV". A mobile vehicle or trailer used for temporary living e.g. a camper or wholly self-contained transport and living unit.
62. Sanitary Sewage. Wastewater consisting solely of normal water-carried household and toilet wastes or waste (such as human excrement and gray water [showers, dishwashing operations, etc.]) from sanitary conveniences of residences, commercial buildings, and industrial plants, as distinct from industrial wastewater and unpolluted water.

CHAPTER IX – SEWER USE AND PERMITTING REGULATIONS ORDINANCE

SECTION 1 GENERAL PROVISIONS (Cont'd.)

1.4 Definitions (Cont'd.)

63. 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.
64. Screening Level. A numerical value for a pollutant concentration above which actions are initiated to evaluate, prevent or reduce adverse environmental or health and safety impacts. A screening level may be adjusted upward or downward within an IDP to account for site-specific conditions at the point of discharge and administered as a local limit.
65. Semi-Public Use. Premises of private, non-profit organizations such as schools, hospitals, and religious institutions.
66. Septage or Septic Tank Waste. Any liquid, solid, or sludge pumped from chemical toilets, vaults, septic tanks, or cesspools or other holding tanks, that have received only sanitary sewage.
67. Septage Tank Truck. Any watertight vehicle that is used for the collection and hauling of septage as described above and that complies with the rules of the New Hampshire Department of Environmental Services.
68. Sewage. Human excrement and gray water (household showers, dishwashing operations, etc.).
69. Sewer. A pipe or conduit that carries wastewater, storm water, groundwater, subsurface water, or unpolluted water from any source.
70. Shall. Means mandatory (see "May").

CHAPTER IX – SEWER USE AND PERMITTING REGULATIONS ORDINANCE

SECTION 1 GENERAL PROVISIONS (Cont'd.)

1.4 Definitions (Cont'd.)

71. 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:

1. 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);
2. 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
3. discharges medical/infectious waste, pharmaceutical waste, or radiological waste; or
4. is designated as such by the POTWs on the basis that it has a reasonable potential for adversely affecting the POTWs' operation or for violating any pretreatment standard or requirement.

B. The Town may determine 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:

1. The Industrial User, prior to the Town's finding, has consistently complied with all applicable categorical Pretreatment Standards and Requirements;
2. 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
3. The Industrial User never discharges any untreated concentrated wastewater.

CHAPTER IX – SEWER USE AND PERMITTING REGULATIONS ORDINANCE

SECTION 1 GENERAL PROVISIONS (Cont'd.)

1.4 Definitions (Cont'd.)

- C. Upon determining that a user meeting the criteria in Subsection b.i. or b.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.
72. Significant Noncompliance or SNC. An industrial user is in significant noncompliance if its violation meets one or more of the following criteria:
- A. Chronic violations. A pattern of violating a numeric pretreatment standard or requirement, including instantaneous limits (any magnitude of exceedence) sixty-six percent (66%) or more of the time in a 6-month period;
- B. Technical Review Criteria (TRC violations). Thirty-three percent (33%) or more of the measurements exceed the same numeric or other pretreatment standard or requirement, including instantaneous limits, by more than the TRC factor in a six month period. The TRC factor is 1.4 for biochemical oxygen demand (BOD), total suspended solids (TSS), oil & grease and 1.2 for all other pollutants except pH;
- C. For pH monitoring, excursions shall be considered SNC when:
1. The total time during which the pH values are outside the required range of pH values exceeds 7 hours and 26 minutes in any calendar month; or
 2. An individual excursion from the range of pH values exceeds 60 minutes; or
 3. An excursion occurs that the Town believes has caused, alone or in combination with other discharges, interference or pass-through; or has endangered the structural integrity of the POTW or the health of the sewage treatment personnel or the general public; or
 4. Any pH less than or equal to 2.0 or greater than or equal to 12.5.

CHAPTER IX – SEWER USE AND PERMITTING REGULATIONS ORDINANCE

SECTION 1 GENERAL PROVISIONS (Cont'd.)

1.4 Definitions (Cont'd.)

- D. Any other discharge violation that the Department of Public Works believes has caused, alone or in combination with other discharges, interference or pass through, including endangering the health of POTW personnel or the general public;
 - E. Any discharge of pollutants that has caused imminent endangerment to the public or to the environment, or has resulted in the Department of Public Works exercise of its emergency authority to halt or prevent such a discharge;
 - F. Failure to meet, within ninety (90) days of the scheduled date, a compliance schedule milestone contained in a wastewater discharge permit or enforcement order for starting construction, completing construction, or attaining final compliance;
 - G. Failure to provide within forty-five (45) days after the due date, any required reports, including baseline monitoring reports, IDP applications, reports on compliance with categorical pretreatment standard deadlines, periodic self-monitoring reports, and reports on compliance with compliance schedules;
 - H. Failure to accurately report noncompliance; or
 - I. Any other violation(s) or group of violations, which may include a violation of Best Management Practices, that the Department of Public Works determines will adversely affect the operation or implementation of the local pretreatment program.
73. Slug Load or Slug. Means:
- A. Any discharge of water, wastewater, sanitary sewage, or industrial wastewater which, in concentration of any given constituent or in quantity of flow, exceeds for any period of duration longer than fifteen (15) minutes, more than five (5) times the average twenty-four (24) hour concentration or flow during normal operation;

CHAPTER IX – SEWER USE AND PERMITTING REGULATIONS ORDINANCE

SECTION 1 GENERAL PROVISIONS (Cont'd.)

1.4 Definitions (Cont'd.)

73. Slug Load or Slug. Means: (Cont'd.)
- B. Any discharge at a flow rate or concentration that could cause a violation of the prohibited discharge standards in Section 2.5 of the Sewer Ordinance; or
 - C. Any discharge of a non-routine, episodic nature, including but not limited to an accidental spill or a non-customary batch discharge, which has a reasonable potential to cause Interference or Pass Through, or adversely affect the collection system and/or performance of the POTW.
74. Source Reduction. Any practice that:
- A. Reduces the amount of any hazardous substance, pollutant, or contaminant entering any waste stream or otherwise released into the environment (including fugitive emissions) prior to recycling, treatment, or disposal; and
 - B. Reduces the hazards to public health and the environment associated with the release of such substances, pollutants, or contaminants.

The term includes equipment or technology modifications; process or procedure modifications; reformulation or redesign of products; substitution of raw materials; and improvements in housekeeping, maintenance, training, or inventory control. The term "source reduction" does not include any practice that alters the physical, chemical, or biological characteristics or the volume of a hazardous substance, pollutant, or contaminant through a process or activity that itself is not integral to and necessary for the production of a product or the providing of a service.

75. Standard Industrial Classification (SIC) Code. A classification pursuant to the Standard Industrial Classification Manual issued by the United States Office of Management and Budget.
76. State. The State of New Hampshire.
77. Storm Drain or Storm Sewer. A drain or sewer for conveying storm water, groundwater, subsurface water, or unpolluted water from any source.

CHAPTER IX – SEWER USE AND PERMITTING REGULATIONS ORDINANCE

SECTION 1 GENERAL PROVISIONS (Cont'd.)

1.4 Definitions (Cont'd.)

78. Storm Water. Any flow occurring during or following any form of natural precipitation, and resulting from such precipitation, including snowmelt.
79. Town. The Town of Londonderry, New Hampshire, acting by and through the Town Manager, and/or its authorized agents or representatives.
80. 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.
81. 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.
82. Unpolluted Water. Water of quality equal to or better than the State Water Quality Standards (Part Env-Ws 430 through Env-Ws 440) or water that would not cause a violation of receiving water quality standards and would not be benefited by discharge to the POTW.
83. User or (Industrial User). A person who discharges industrial wastewater to the POTW of the Town.
84. 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.
85. Watercourse. A natural or artificial channel for the passage of water either continuously or intermittently.

CHAPTER IX – SEWER USE AND PERMITTING REGULATIONS ORDINANCE

SECTION 2 GENERAL SEWER USE REQUIREMENTS

2.1 Local Discharge Restrictions

All users discharging industrial process wastes into public or private sewers connected to the POTW shall comply with applicable federal requirements and State standards for pretreatment of wastes as they may be amended from time to time in addition to the requirements of these Regulations.

Local numerical discharge limitations established by the Town as set forth herein (referred to as "local limits"), and all State pretreatment standards and categorical pretreatment standards shall apply, whichever is most stringent.

If any waters or wastes are discharged or are proposed to be discharged to the POTW that exceed the standards or restrictions established in Sections 2.5, and 2.6, of the Ordinance, which in the judgment of the Department of Public Works may have a deleterious effect upon the POTW, processes, equipment, or receiving waters, or that otherwise create a hazard to worker safety or health, or constitute a public nuisance, the Department of Public Works may:

- Reject or prevent any discharge to the POTW after notice has been served to the discharger and the discharger has had reasonable opportunity to respond;
- Require pretreatment prior to discharge to the POTW (see Section 3 of these Regulations);
- Require control (e.g., equalization) over the quantities and rates of discharge; and/or
- Require payment to cover additional cost of handling and treating the wastes.

If the Department of Public Works allows the pretreatment or equalization of waste flows, the design and installation of the systems and equipment shall be subject to the review and approval of the Department of Public Works and the State (see Section 3).

A. 1. METALS AND CYANIDE - MANCHESTER SERVICE AREA

For all users connected to sewer lines that are tributary to the City of Manchester POTW, the Department of Public Works will not issue permits that in combination with other industrial loads exceed the values in the following table:

**CHAPTER IX – SEWER USE AND PERMITTING REGULATIONS
ORDINANCE****SECTION 2 GENERAL SEWER USE REQUIREMENTS (Cont'd.)****2.1 Local Discharge Restrictions (Cont'd.)**

POLLUTANT	MAXIMUM ALLOWABLE INDUSTRIAL LOADING (lb/day)	POLLUTANT	MAXIMUM ALLOWABLE INDUSTRIAL LOADING (lb/day)
Copper	2.593	Mercury	0.005
Cyanide	1.657	Silver	0.107
Lead	0.481	Zinc	-(¹)

(1) The capacity associated with the zinc allowable loading is almost completely utilized by zinc present in the municipal water supply. Best Management Practices will be required limiting the addition of zinc to wastewater discharges as an alternative to enforcement of a numerical value.

All mass loading limitations for metals represent total metals, regardless of the valance state, or the physical or chemical form of the metal. To administer these allowable loadings through IDPs, the Department of Public Works may impose concentration-based limitations, or mass limitations in accordance with Section 2.7 of the Ordinance. For industrial users, the values written into IDPs for the above pollutants shall apply at the end of the industrial wastestream and prior to dilution with non-industrial wastewaters.

Unless specifically identified in an IDP, an industrial user is not allowed to discharge the locally limited pollutants at concentrations significantly greater than background concentrations.

2. METALS AND CYANIDE - DERRY SERVICE AREA

No users connected to sewer lines that are tributary to the Town of Derry POTW shall discharge wastewater and the Department of Public Works will not issue permits that exceed the values in the following table:

CHAPTER IX – SEWER USE AND PERMITTING REGULATIONS ORDINANCE

SECTION 2 GENERAL SEWER USE REQUIREMENTS

2.1 Local Discharge Restrictions

POLLUTANT	REGULATORY VALUE	TYPE OF CONTROL
Chromium	0.7068 mg/L	Concentration limit
Cyanide	0.0840 mg/L	Concentration limit
Lead	0.2640 mg/L	Concentration limit
Nickel	0.3450 mg/L	Concentration limit
Selenium	0.0348 mg/L	Concentration limit
Zinc	0.8358 mg/L	Concentration limit
Aluminum	48.0 mg/L	Screening level
Beryllium	0.0098 mg/L	Screening level
Cadmium	0.0281 mg/L	Screening level
Mercury	0.0086 mg/L	Screening level
Molybdenum	0.0174 mg/L	Screening level
Arsenic	0.228 lb/day	POTW mass limit ⁽¹⁾
Copper	7.784 lb/day	POTW mass limit ⁽¹⁾
Silver	1.0271 lb/day	POTW mass limit ⁽¹⁾

NOTE:

(1) Permitted discharge levels for arsenic, copper and silver are approved individually, provided the POTW mass limit is not exceeded.

3. REPRESENTATIVE SAMPLING - Daily concentration (or mass loading) is the concentration (or mass) of a pollutant discharged, determined from the analysis of a flow-composited sample (or other sampling procedure approved by the Department of Public Works) representative of the discharge over the duration of a 24-hour day or industrial operating schedule of less than 24 hours.

CHAPTER IX – SEWER USE AND PERMITTING REGULATIONS ORDINANCE

SECTION 2 GENERAL SEWER USE REQUIREMENTS

2.1 Local Discharge Restrictions

- B. Screening Levels. Screening levels are numerical values above which actions are initiated to evaluate, prevent or reduce adverse impacts on the POTW, the environment, and/or human health and safety. The Town monitors industrial sources of conservative pollutant-bearing discharges in comparison to established screening levels, and authorization to discharge at greater concentrations may be granted subject to the administrative procedures for managing mass loading limitations. Screening level values for conservative pollutants will be maintained by the Town, independent of these Regulations, to provide regulatory flexibility.

Screening levels for non-conservative pollutants are concentration-based values that, if exceeded, represent a potential to compromise worker safety, create flammability or chemical reactivity conditions in the collection system, or result in operational issues such as excessive organic/solids loadings. Screening levels for non-conservative pollutants are developed as needed using the methodology of the Town. The data in the following table are representative of non-conservative pollutants and the concentrations above which they shall not be discharged to the POTW without approval of the Department of Public Works:

POLLUTANT	MANCHESTER AREA	DERRY AREA
Acrylonitrile	0.482 mg/L	0.482 mg/L
Benzene	0.001 mg/L	0.001 mg/L
Carbon disulfide	0.007 mg/L	0.007 mg/L
Chlorobenzene	0.30 mg/L	0.30 mg/L
Chloroform	0.065 mg/L	0.065 mg/L
trans 1,2-Dichloroethylene	2.06 mg/L	2.06 mg/L
1,2-dichloropropane	3.0 mg/L	3.0 mg/L
1,3-dichloropropene	0.01 mg/L	0.01 mg/L
Ethylbenzene	1.35 mg/L	1.35 mg/L
Fluorotrichloromethane	1.25 mg/L	1.25 mg/L
Formaldehyde	1.47 mg/L	1.47 mg/L
Hexachloroethane	0.06 mg/L	0.06 mg/L
Methylene chloride	1.0 mg/L	1.0 mg/L
Tetrachloroethylene (PCE)	0.23 mg/L	0.23 mg/L
Toluene	0.69 mg/L	0.69 mg/L
1,2,4-Trichlorobenzene	0.64 mg/L	0.64 mg/L
1,1,1-Trichloroethane	2.7 mg/L	2.7 mg/L

POLLUTANT	MANCHESTER AREA	DERRY AREA
Trichloroethene	0.32 mg/L	0.32 mg/L
Vinyl chloride	0.002 mg/L	0.002 mg/L
Biochemical Oxygen Demand	224 mg/L	300 mg/L ⁽¹⁾
Chlorides	1,500 mg/L	500 mg/L
Oil & Grease (non-petroleum)	350 mg/L	100 mg/L
Oil & Grease (petroleum-based)	100 mg/L	25 mg/L
Phenol	-	163.0 mg/L
Sulfates	1,500/150 mg/L	20.0 mg/L
Sulfides	1.0 mg/L	1.0 mg/L
Sulfites	280 mg/L	2.0 mg/L
Total Suspended Solids	280 mg/L	300 mg/L

NOTES:

- (1) Londonderry/Derry Intermunicipal Agreement limits BOD to 305 lbs/day total discharge from Londonderry wastewater discharges

If any of the screening levels are exceeded, repeat analysis may be required by the Department of Public Works to verify compliance or noncompliance with that screening level. If noncompliance is indicated, then the industrial user may be required, at the discretion of the Department of Public Works, to conduct an appropriate engineering evaluation at the industrial user's expense to determine the potential impact of the discharge of this pollutant to the POTW or alternatively, to develop a pollution prevention plan specifically addressing the pollutant that exceeds the screening level. This study or plan shall be approved by the Department of Public Works. Should the evaluation indicate the impact to be unsatisfactory, the industrial user shall reduce the pollutant concentration to a satisfactory level. If the evaluation supports development of an alternate site-specific limitation, then the screening level may, at the discretion of the Department of Public Works, be adjusted as a special agreement for the industrial user and administered as a permit limitation for the specific discharge. If an industrial user proposes to discharge at concentrations greater than the concentration-based screening level, then the industrial user may be required to conduct the evaluations described in the previous paragraph. Should the evaluations support an alternate site-specific limitation, then the screening level may, at the discretion of the Department of Public Works, be adjusted as a special agreement for the industrial user and administered as a permit limitation for the specific discharge.

- C. Best Management Practices. The Town may develop Best Management Practices (BMPs) to implement Section 2.5 or the Ordinance and this Section of the Regulations. Such BMPs shall be considered local limits and Pretreatment Standards for the purposes of these Regulations.

CHAPTER IX – SEWER USE AND PERMITTING REGULATIONS ORDINANCE

2.1 Local Discharge Restrictions (Cont'd.)

- D. Special Agreements. No statement contained in the Ordinance except for paragraphs 2.5(A), 2.5(B), and 2.6 shall be construed as preventing any special agreement or arrangement between the Town and any industrial user whereby an industrial waste of unusual strength or character may be accepted by the Town for treatment provided that said agreements do not contravene any requirements of existing federal or State laws, and/or regulations promulgated thereunder, are compatible with any user charge system in effect, and do not waive applicable federal categorical pretreatment standards. Special agreement requests shall require submittal of a pollution prevention plan that specifically addresses the discharge for which a special agreement is requested. For pollutants with numerical local limits, the Town has allocated a percentage of its allowable industrial loadings for such special agreements. Requests for special agreements that exceed this allocation will not be approved.

SECTION 3 PRETREATMENT OF WASTEWATER

3.1 Pretreatment Facilities

Users shall provide wastewater treatment as necessary to comply with these Regulations and shall achieve compliance with all categorical pretreatment standards, local limits, prohibitions, and requirements set out in Sections 2.5 and 2.6 of the Ordinance as well as these Regulations within the time limitations specified by EPA, the State, or the Department of Public Works, whichever is more stringent. All facilities required to achieve and maintain compliance shall be provided, operated, and maintained at the user's expense. Detailed plans describing such facilities and operating procedures shall be submitted to the Department of Public Works for review, and shall be acceptable to the Department of Public Works and the DES before such facilities are constructed. The review of such plans and operating procedures shall in no way relieve the user from the responsibility of modifying such facilities as necessary to produce a discharge acceptable to the Town under the provisions of the Ordinance and these Regulations. Plans and specifications for a proposed pretreatment facility shall be the result of the design of a professional engineer licensed by the State of New Hampshire.

3.2 Additional Pretreatment Measures

- A. Whenever deemed necessary to protect the POTW and determine the user's compliance with the requirements of the Ordinance and these Regulations, the Department of Public Works may require users to restrict their discharge during peak flow periods, designate that certain wastewater be discharged only into specific sewers, relocate and/or consolidate points of discharge, separate sanitary sewage waste streams from industrial waste streams, and such other conditions as may be necessary.

CHAPTER IX – SEWER USE AND PERMITTING REGULATIONS ORDINANCE

SECTION 3 PRETREATMENT OF WASTEWATER (Cont'd.)

3.2 Additional Pretreatment Measures (Cont'd.)

- B. The Department of Public Works may require any person discharging into the POTW to install and maintain, on their property and at their expense, a suitable storage and flow-control facility to ensure equalization of flow. An Industrial Wastewater Discharge Permit (IDP) may be issued solely for flow equalization.

- C. Grease, oil, and/or sand interceptors shall be provided at the owner's expense when, in the opinion of the Department of Public Works, these devices are necessary for the preliminary treatment of wastewater containing excessive amounts of grease, oil, and/or sand; except that such interceptors shall not be required for residential users. All interception units shall be of a type and capacity approved by the Department of Public Works and shall be so located to be easily accessible for cleaning and inspection by the owner and the Town. Such interceptors shall be inspected, cleaned, and repaired regularly, as needed, by the user at their expense. The owner shall be responsible for the proper removal and disposal by appropriate means of the captured materials and shall maintain records of the dates and means of disposal, which shall be subject to periodic review by the Department of Public Works. Any removal and hauling of the collected materials shall be performed by currently licensed waste disposal firms.

- D. Users with the potential to discharge flammable substances may be required to install and maintain an approved combustible gas detection meter and alarm.

- E. Where pretreatment or flow equalizing facilities are provided or required for any waters or wastes, these devices shall be maintained continuously to ensure satisfactory and effective operation by the owner at his expense.

- F. The owner of any building serviced by a building sewer carrying industrial wastes may, at the discretion of the Department of Public Works, be required to install a suitable control manhole or approved equivalent structure together with such necessary meters and other appurtenances in the building sewer to facilitate observation, sampling and measurement of the wastes. Such manhole shall be accessibly and safely located and shall be constructed in accordance with plans approved by the Town. The manhole shall be installed at the owner's expense and shall be maintained by the owner so as to be safe and accessible at all times. The owner shall perform such monitoring as the Town may reasonably require including installation, use and maintenance of monitoring equipment, maintaining records and reporting the results of such monitoring to the Town. Such records shall be made available to the Town, upon its request.

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3.3 Accidental Discharge/Slug Control Plans

At least once, and as required by changing conditions, the Department of Public Works shall evaluate whether each significant industrial user needs an accidental discharge/slug control plan or other action to control Slug Discharges. The Department of Public Works may require any user to develop, submit for approval, and implement such a plan. Alternatively, the Department of Public Works may develop such a plan for any user. Review and approval of such plans and operating procedures shall not relieve the industrial user from the responsibility to modify his facility as necessary to meet the requirements of these Regulations. An accidental discharge/slug control plan shall address, at a minimum, the following:

- A. Description of discharge practices, including non-routine batch discharges;
- B. Description of stored chemicals;
- C. Procedures for immediately notifying the Department of Public Works of any accidental or slug discharge, as required by Section 6.6 of these Regulations; and
- D. Procedures to prevent adverse impact from any accidental or slug discharge. Such procedures include, but are not limited to, inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site runoff, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants, including solvents, and/or measures and equipment for emergency response.

3.4 Pollution Prevention Plans

In accordance with the provisions of Section 2.1 of these Regulations and Section 6.3 of the Ordinance, the Department of Public Works may require any person discharging wastes into the POTW to develop and implement, at that person's own expense, a pollution prevention plan. The Department of Public Works may require users to submit as part of the pollution prevention plan information that demonstrates adherence to the following elements:

- A. Management Support. For changes to be effective, the visible support of top management is required. Management's support should be explicitly stated and include designation of a pollution prevention coordinator, goals, and time frames for reductions in volume and toxicity of waste streams, and procedures for employee training and involvement.
- B. Process Characterization. A detailed process waste diagram shall be developed that identifies and characterizes the input of raw materials, the outflow of products, and the generation of wastes.

CHAPTER IX – SEWER USE AND PERMITTING REGULATIONS ORDINANCE

SECTION 3 PRETREATMENT OF WASTEWATER (Cont'd.)

3.4 Pollution Prevention Plans

- C. Waste Assessment. Estimates shall be developed for the amount of wastes generated by each process. This may include establishing and maintaining waste accounting systems to track sources, the rates and dates of generation, and the presence of hazardous constituents.
- D. Analysis of Waste Management Economics. Waste management economic returns shall be determined based on the consideration of:
1. Reduced raw material purchases;
 2. Avoidance of waste treatment, monitoring and disposal costs;
 3. Reductions in operations and maintenance expenses;
 4. Elimination of permitting fees and compliance costs; and
 5. Reduced liabilities for employee/public exposure to hazardous chemicals and cleanup of waste disposal sites.
- E. Development of Pollution Prevention Alternatives. Current and past pollution prevention activities should be assessed, including estimates of the reduction in the amount and toxicity of waste achieved by the identified actions. Opportunities for pollution prevention must then be assessed for identified processes where raw materials become or generate wastes. Technical information on pollution prevention should be solicited and exchanged, both from inside the organization and out.
- F. Evaluation and Implementation. Technically and economically feasible pollution prevention opportunities shall be identified and an implementation timetable with interim and final milestones shall be developed. The recommendations that are implemented shall be periodically reviewed for effectiveness.

The review and approval of such pollution prevention plans by the Town shall in no way relieve the user from the responsibilities of modifying facilities as necessary to produce a discharge acceptable to the Town in accordance with the provisions of the Ordinance and these Regulations.

CHAPTER IX – SEWER USE AND PERMITTING REGULATIONS ORDINANCE

SECTION 4 INDUSTRIAL DISCHARGE PERMIT APPLICATION

4.1 Wastewater Characterization

When requested by the Department of Public Works, a user must submit information on the nature and characteristics of its wastewater within sixty (60) days of the request. The Department of Public Works is authorized to prepare a form for this purpose and may periodically require users to update this information.

4.2 Industrial Discharge Permit Requirement

- A. No industrial user shall discharge wastewater into the POTW without first obtaining an IDP from the Department of Public Works, except that an industrial user that has filed a timely and complete application pursuant to Section 4.4 of these Regulations may continue to discharge for the time period specified therein.
- B. The Department of Public Works may require other users to obtain IDPs, or submit an application for an IDP, as necessary to execute the purposes of the Ordinance and these Regulations.
- C. Any violation of the terms and conditions of an IDP shall be deemed a violation of the Ordinance and shall subject the industrial discharge permittee to the enforcement actions of the Ordinance. Obtaining an IDP does not relieve a permittee of its obligation to comply with all federal and State pretreatment standards or requirements or with any other requirements of federal, State, and local law.

4.3 Discharge Permit Request Requirement

Any new industrial waste, or any alteration in either flow or waste characteristics of greater than 20 percent of existing industrial wastewater that is being discharged into the POTW, or that the Director of Public Works believes could cause interference with the POTW or have an adverse affect on the receiving water or otherwise endanger life, limb, public property or constitute a nuisance, shall be approved by the DES. Such approvals shall be obtained in accordance with this Regulation and the Sewer Use Ordinance.

CHAPTER IX – SEWER USE AND PERMITTING REGULATIONS ORDINANCE

SECTION 4 INDUSTRIAL DISCHARGE PERMIT APPLICATION (Cont;d.)

4.4 Industrial Discharge Permitting: Existing Connections

Any user required to obtain an IDP who was discharging wastewater into the POTW prior to the effective date of the Ordinance and these Regulations, and is not currently covered by a valid IDP, and who wishes to continue such discharges in the future, shall, within sixty (60) days after said date, apply to the Department of Public Works for an IDP in accordance with Section 4.7 of these Regulations, and shall not cause or allow discharges to the POTW to continue after one hundred twenty (120) days of the effective date of the Ordinance and these Regulations except in accordance with an IDP issued by the Department of Public Works.

4.5 Industrial Discharge Permitting: New Connections

Any user required to obtain an IDP who proposes to begin or recommence discharging into the POTW shall obtain an IDP prior to the beginning or recommencing of such discharge. An application for this IDP, in accordance with these Regulations, shall be filed at least ninety (90) days prior to the date upon which any discharge will begin or recommence.

4.6 Industrial Discharge Permitting: Categorical Standards

Within 120 days subsequent to the effective date of a categorical pretreatment standard, an industrial user subject to such standards shall submit an application for an IDP amendment. The application shall contain the information noted under Section 4.7.

4.7 Industrial Discharge Permit Application Contents

All users required to obtain an IDP, and other users subject to these rules, as required by the Department of Public Works, shall submit a permit application. The Department of Public Works may require all users to submit as part of an application the following information:

- A. All information required by Section 6.1(B) of these Regulations;
- B. Description of activities, facilities, and production processes on the premises, including a list of all raw materials and chemicals used or stored at the facility that are, or could accidentally be, discharged to the POTW;
- C. A list of all environmental permits held by or for the facility.
- D. Each product produced by type, amount, process or processes, and rate of production;
- E. Type and amount of raw materials processed (average and maximum per day);

CHAPTER IX – SEWER USE AND PERMITTING REGULATIONS ORDINANCE

SECTION 4 INDUSTRIAL DISCHARGE PERMIT APPLICATION (Cont'd.)

4.7 Industrial Discharge Permit Application Contents (Cont'd.)

- F. Site plans, floor plans, mechanical and plumbing plans, and details to show all sewers, floor drains, and appurtenances by size, location, and elevation, and all points of discharge and sampling locations;
- G. The estimated average, maximum and total daily flow for each discharge and the time and duration of discharges;
- H. Copies of existing pollution prevention plans and/or a description of all known pollution prevention opportunities that may exist at the facility;
- I. In those instances in which the industrial user provides notification of the discharge of hazardous waste, the industrial user shall also provide the following certification: "I certify that (the company) has a program in place to reduce the volume and toxicity of hazardous wastes generated to the degree (the company) has determined to be economically practicable";
- J. An indication of whether the conditions referenced in the application are existing or proposed; and
- K. Any other information as may be deemed necessary by the Department of Public Works to evaluate the IDP application.

Incomplete or inaccurate applications will not be processed and will be returned to the user for revision.

4.8 Signatories and Certification

All IDP applications and user reports shall be signed by an authorized representative of the user and shall contain the following certification statement:

“I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.”

CHAPTER IX – SEWER USE AND PERMITTING REGULATIONS ORDINANCE

SECTION 4 INDUSTRIAL DISCHARGE PERMIT APPLICATION (Cont'd.)

4.9 Hauled Wastewater Permits

- A. Septic tank waste may be introduced into Manchester's POTW only at locations designated by the City of Manchester, and at such times as are established by the City of Manchester. Septic tank waste may be introduced into Derry's POTW only at locations designated by the Town of Derry, and at such times and in such quantities as are established by the Town of Derry. Transport and discharge of such waste shall comply with Section 10.0 of the Ordinance.
- B. The Department of Public Works shall require generators of hauled industrial waste to obtain IDPs. The Department of Public Works may require haulers of industrial waste to obtain IDPs. The Department of Public Works may also prohibit the disposal of hauled industrial waste. All other requirements of the Ordinance and these Regulations apply to the discharge of hauled industrial waste.
- C. Industrial waste haulers may discharge loads only at locations designated by the Department of Public Works, the City of Manchester and/or the Town of Derry. No load may be discharged without prior consent of the Department of Public Works. The Department of Public Works may collect samples of each hauled load to ensure compliance with applicable standards. The Department of Public Works may require the industrial waste hauler to provide a waste analysis of any load prior to discharge.
- D. Industrial waste haulers shall provide a waste-tracking form for every load. This form shall include, at a minimum, the name and address of the industrial waste hauler, permit number, truck identification, names and addresses of sources of waste, and volume and characteristics of waste. The form shall identify the type of industry, known or suspected waste constituents, and a certification that the wastes are not hazardous wastes as defined in the State's Hazardous Waste Rules (Env-Wm 110, 211-216, 351-353, 400-1000), or currently applicable.

CHAPTER IX – SEWER USE AND PERMITTING REGULATIONS ORDINANCE

SECTION 5 INDUSTRIAL DISCHARGE PERMIT ISSUANCE PROCESS

5.1 Industrial Discharge Permit Decisions

The Department of Public Works will evaluate the data provided by the industrial user and may require additional information. Within thirty (30) days of receipt of a complete IDP application [or ninety (90) days in the case of an application for a new or increased discharge requiring review and approval by DES], the Department of Public Works will determine whether or not to issue an IDP. The Department of Public Works may deny any application for an IDP, with just cause.

5.2 Industrial Discharge Permit Duration

An IDP shall be issued for a specified time period, not to exceed five (5) years [or three (3) years in the case of a significant Industrial User discharger] from the effective date of the permit. An IDP may be issued for a period less than these intervals at the discretion of the Department of Public Works. Each IDP will indicate a specific date upon which it will expire.

5.3 Industrial Discharge Permit Contents

An IDP shall include such conditions as are deemed reasonably necessary by the Department of Public Works to prevent pass through or interference, protect the quality of the water body receiving the treatment facility's effluent, protect worker health and safety, facilitate sludge management and disposal, and protect against damage to the POTW.

A. IDPs shall contain:

1. A statement that indicates IDP duration, which in no event shall exceed five (5) years;
2. A statement that the IDP is nontransferable without prior notification to the Town in accordance with Section 5.6 of these Regulations, and provisions for providing the new owner or operator with a copy of the existing IDP;
3. Effluent limitations based on applicable pretreatment standards and requirements;
4. Self-monitoring, sampling, reporting, notification, and record-keeping requirements. These requirements shall include an identification of pollutants requiring pollution prevention reports and, for pollutants to be monitored, the following: sampling location, sampling frequency, and sample type based on these Regulations, and State and federal laws, rules and regulations;
5. For users with reporting requirements, such reports at a minimum shall require:

CHAPTER IX – SEWER USE AND PERMITTING REGULATIONS ORDINANCE

SECTION 5 INDUSTRIAL DISCHARGE PERMIT ISSUANCE PROCESS Cont'd.)

5.3 Industrial Discharge Permit Contents (Cont'd.)

- a. Periodic monitoring results indicating the nature and concentration of pollutants in the discharge from the regulated processes governed by pretreatment requirements and the average and maximum daily flow for these process units;
 - b. A statement as to whether the applicable pretreatment standards and requirements are being met on a consistent basis and, if not, than what additional operation and maintenance practices and/or pretreatment systems are necessary; and
 - c. Submittal of any monitoring results performed in addition to the requirements of the IDP using procedures prescribed in the permit.
6. A description of identified pollution prevention opportunities at the facility;
7. A statement of applicable civil and criminal penalties for violation of pretreatment standards and requirements, and any applicable compliance schedule. This schedule may not extend the time for compliance beyond that required by the Ordinance and these Regulations, applicable State and federal laws, rules and regulations; and
8. A statement that compliance with the IDP does not relieve the permittee of responsibility for compliance with all applicable federal and State pretreatment standards, as well as standards set by the City of Manchester and/or the Town of Derry, including those that become effective during the term of the IDP.
- B. IDPs may contain, but need not be limited to, the following conditions:
1. Limitations on the average and/or maximum rate of discharge, time of discharge, and/or requirements for flow regulation and equalization;
 2. Requirements for the installation of pretreatment technology, pollution control, or construction of appropriate containment devices, designed to reduce, eliminate, or prevent the introduction of pollutants into the POTW;
 3. Requirements for the development and implementation of spill control plans or other special conditions including best management practices necessary to adequately prevent accidental, unanticipated, or non-routine discharges;

**CHAPTER IX – SEWER USE AND PERMITTING REGULATIONS
ORDINANCE**

**SECTION 5 INDUSTRIAL DISCHARGE PERMIT ISSUANCE PROCESS
(Cont'd.)**

5.3 Industrial Discharge Permit Contents (Cont'd.)

4. Development and implementation of pollution prevention plans to reduce the amount of pollutants discharged to the POTW;
5. The unit charge or schedule of user charges and fees for the management of the wastewater discharged to the POTW;
6. Requirements for installation and maintenance of inspection and sampling facilities and equipment; and
7. Other conditions as deemed appropriate by the Department of Public Works to ensure compliance with the Ordinance and these Regulations, and State and federal laws, rules, and regulations and requirements of the City of Manchester and the Town of Derry.

5.4 Industrial Discharge Permit Appeals

Any person, including the user, may petition the Department of Public Works to reconsider the terms of an IDP within thirty (30) days of its issuance.

- A. Failure to submit a timely petition for review shall be deemed to be a waiver of the administrative appeal.
- B. In its petition, the appellant user must indicate the IDP provisions objected to, the reasons for this objection, and the alternative condition, if any, it seeks to place in the IDP.
- C. The effectiveness of the IDP shall not be stayed pending the appeal.
- D. If the Department of Public Works fails to act within thirty (30) days, a request for reconsideration shall be deemed to be denied.
- E. Aggrieved parties may appeal the conditions of the IDP in accordance with Section 12.2 of the Ordinance.

The filing of a request by the permittee for an IDP modification does not stay any IDP conditions.

CHAPTER IX – SEWER USE AND PERMITTING REGULATIONS ORDINANCE

SECTION 5 INDUSTRIAL DISCHARGE PERMIT ISSUANCE PROCESS (Cont'd.)

5.5 Industrial Discharge Permit Modification

The Department of Public Works may modify or revoke an IDP for good cause, including, but not limited to, the following reasons:

- A. To incorporate any new or revised federal, State, Manchester, Derry or local pretreatment standards or requirements;
- B. To address significant alterations or additions to the user's operation, processes, or wastewater volume or character since the time of IDP issuance;
- C. A change in the POTW that requires either a temporary or permanent reduction or elimination of the authorized discharge;
- D. Information indicating that the permitted discharge poses a threat to the POTW, Town personnel, or the water quality in the receiving waters;
- E. Violation of any terms or conditions of the IDP;
- F. Misrepresentations or failure to fully disclose all relevant facts in the IDP application or in any required reporting;
- G. Revision of or a grant of variance from categorical pretreatment standards pursuant to 40 CFR 403.13;
- H. To correct typographical or other errors in the IDP; or
- I. To reflect a transfer of the facility ownership or operation to a new owner or operator.

5.6 Industrial Discharge Permit Transfer

IDPs may be transferred to a new owner or operator only if the permittee provides at least sixty (60) days advance notice to the Department of Public Works, and the Department of Public Works approves the IDP transfer. The notice to the Department of Public Works shall include a written certification by the new owner or operator that:

- A. States that the new owner and/or operator has no immediate intent to change the facility's operations and processes that generate wastewater to be discharged to the POTW;
- B. Identifies the specific date on which the transfer is to occur; and

CHAPTER IX – SEWER USE AND PERMITTING REGULATIONS ORDINANCE

SECTION 5 INDUSTRIAL DISCHARGE PERMIT ISSUANCE PROCESS (Cont'd.)

5.6 Industrial Discharge Permit Transfer (Cont'd.)

- C. Acknowledges full responsibility for complying with the existing IDP.

Failure to provide advance notice of a transfer shall render the IDP void as of the date of facility transfer.

5.7 Industrial Discharge Permit Reissuance

A user with an expiring IDP shall apply for reissuance of the IDP by submitting a complete permit application, in accordance with Section 4.7 of these Regulations, a minimum of sixty (60) days prior to the expiration of the user's existing IDP. Under no circumstances shall the permittee continue to discharge without an effective permit. An expired permit will continue to be effective and enforceable until the permit is reissued if:

- A. The industrial user has submitted a complete permit application at least sixty (60) days prior to the expiration date of the user's existing permit; and
- B. The failure to reissue the permit, prior to expiration of the previous permit, is not due to any act or failure to act on the part of the industrial user.

5.8 Regulation of Waste Received from Other Jurisdictions

- A. If another municipality, or user located within another municipality, contributes wastewater to the POTW, the Department of Public Works shall enter into an intermunicipal agreement with the contributing municipality.
- B. Prior to entering into an agreement required by paragraph (A), above, the Department of Public Works shall request the following information from the contributing municipality:
1. A description of the quality and volume of wastewater discharged to the POTW by the contributing municipality;
 2. An inventory of all users located within the contributing municipality that are discharging to the POTW; and
 3. Such other information as the Department of Public Works may deem necessary.
- C. An intermunicipal agreement, as required by paragraph (A), above, shall contain the following conditions:

CHAPTER IX – SEWER USE AND PERMITTING REGULATIONS ORDINANCE

SECTION 5 - INDUSTRIAL DISCHARGE PERMIT ISSUANCE PROCESS (Cont'd.)

5.8 Regulation of Waste Received from Other Jurisdictions (Cont'd.)

4. A requirement for the contributing municipality to adopt a Sewer Use Ordinance and set of Regulations that is at least as stringent as the Town's Ordinance and these Regulations, and local limits that ensure that the pollutant loadings allocated to the contributing municipality are not exceeded. The requirement shall specify that such Ordinance, Regulations and local limits shall be revised as necessary to reflect changes made to the Town's Ordinance, these Regulations or revisions to the loadings allocated to the contributing municipality;
 5. A requirement for the contributing municipality to submit a revised user inventory on at least an annual basis;
 6. A provision specifying which pretreatment implementation activities, including IDP issuance, inspection and sampling, and enforcement, will be conducted by the contributing municipality; which of these activities will be conducted by the Department of Public Works; and which of these activities will be conducted jointly by the contributing municipality and the Department of Public Works;
 7. A requirement for the contributing municipality to provide the Department of Public Works with access to all information that the contributing municipality obtains as part of its pretreatment activities;
 8. Limitations on the nature, quality, and volume of the contributing municipality's wastewater at the point where it discharges to the POTW;
 9. Requirements for monitoring the contributing municipality's discharge;
 10. A provision ensuring the Department of Public Works access to the facilities of users located within the contributing municipality's jurisdictional boundaries for the purpose of inspection, sampling, and any other duties deemed necessary by the Department of Public Works; and
 11. A provision specifying remedies available for breach of the terms contained within the agreement.
- D. Intermunicipal agreements shall be subject to approval by DES.

CHAPTER IX – SEWER USE AND PERMITTING REGULATIONS ORDINANCE

SECTION 6 REPORTING REQUIREMENTS

6.1 Baseline Monitoring Reports

- A. Within either one hundred eighty (180) days subsequent to the effective date of either a categorical pretreatment standard, or the final administrative decision on a category determination under 40 CFR 403.6(a)(4), whichever is later, existing categorical users currently discharging to, or scheduled to discharge to the POTW, shall submit to the Department of Public Works a report that contains the information listed in paragraph (B), below. At least ninety (90) days prior to commencement of discharge, new sources, and sources that become categorical users subsequent to the promulgation of an applicable categorical standard, shall submit to the Department of Public Works a report that contains the information listed in paragraph (B), below. If necessary, a new source shall report the method of pretreatment it intends to use to meet applicable categorical standards. A new source also shall provide estimates of its anticipated flow and quantity of pollutants to be discharged.
- B. Users described above shall submit the information set forth below:
1. Identifying Information. The name and address of the facility, including the name of the operator and owner.
 2. Environmental Permits. A list of all permits issued under any law or rule implemented by EPA or DES that are held or are required by law to be held by or for the facility.
 3. Description of Operations. A brief description of the nature, average rate of production, and standard industrial classifications of the operation(s) conducted by such user. This description should include a schematic process diagram that indicates the point(s) of discharge to the POTW from the regulated processes.
 4. Flow Measurement. Information showing the measured average daily and maximum daily flow, in gallons per day, to the POTW from regulated process streams and other streams, as necessary to allow use of the combined waste stream formula set out in 40 CFR 403.6(e).
 5. Measurement of Pollutants.
 - a. The categorical pretreatment standards applicable to each regulated process.

CHAPTER IX – SEWER USE AND PERMITTING REGULATIONS ORDINANCE

SECTION 6 REPORTING REQUIREMENTS (Cont'd.)

6.1 Baseline Monitoring Reports (Cont'd.)

5. Measurement of Pollutants. (Cont'd.
 - b. The results of sampling and analysis identifying the nature and concentration, and/or mass, where required by the standard or by the Department of Public Works, of regulated pollutants in the discharge from each regulated process. Instantaneous, daily maximum, and long-term average concentrations, or mass, where required, shall be reported. The sample shall be representative of daily operations and shall be analyzed in accordance with procedures set out in Section 6.10 of these Regulations. In cases where the Standard requires compliance with a Best Management Practice or pollution prevention alternative, the User shall submit documentation as required by the Town or the applicable Standards to determine compliance with the Standard.
 - c. Sampling shall be performed in accordance with procedures set out in Section 6.11 of these Regulations.
6. Certification. A statement, reviewed by the user's authorized representative and certified by a qualified professional, indicating whether the applicable pretreatment standards are being met on a consistent basis, and, if not, whether additional operation and maintenance (O&M) and/or additional pretreatment systems are required to attain consistent compliance with the pretreatment standards and requirements.
7. Compliance Schedule. If additional pretreatment and/or O&M is required to meet the pretreatment standards, the shortest schedule by which the user will provide such additional pretreatment and/or O&M. The completion date in this schedule shall not be later than the compliance date established for the applicable pretreatment standard. A compliance schedule pursuant to this section shall meet the requirements specified in Section 6.2 of these Regulations.
8. Signature and Certification. All baseline monitoring reports shall be signed and certified in accordance with Section 4.8 of these Regulations.

CHAPTER IX – SEWER USE AND PERMITTING REGULATIONS ORDINANCE

SECTION 6 REPORTING REQUIREMENTS (Cont'd.)

6.2 Compliance Schedules/Progress Reports

The following conditions shall apply to the compliance schedules required by 6.2 of the Sewer Use Ordinance:

- A. The schedule shall contain progress increments in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the user to meet the applicable pretreatment standards, including, but not limited to, retaining an engineer, completing preliminary and final design plans, executing contracts for major components, commencing and completing construction, and beginning and conducting routine operation;
- B. No increment referred to in 6.2.A of this Section shall exceed nine (9) months;
- C. The user shall submit a progress report to the Department of Public Works no later than fourteen (14) days following each date in the schedule and the final date of compliance which identifies, as a minimum, whether or not it complied with the increment of progress, the reason for any delay, and, if appropriate, the action being taken by the user to return to the established schedule; and
- D. In no event shall more than nine (9) months elapse between such progress reports to the Department of Public Works.

6.3 Reports on Compliance with Categorical Pretreatment Standard Deadline

Within ninety (90) days following the date for final compliance with applicable categorical pretreatment standards, or in the case of a new source following commencement of the introduction of wastewater into the POTW, any user subject to such pretreatment standards and requirements shall submit to the Department of Public Works a report containing the information described in Section 6.1(B)(1-5) of these Regulations. For users subject to equivalent mass or concentration limitations established in accordance with the procedures in 40 CFR 403.6(c), this report shall contain a reasonable measure of the user's long-term production rate. For all other users subject to categorical pretreatment standards expressed in terms of allowable pollutant discharge per unit of production (or other measure of operation), this report shall include the user's actual production during the appropriate sampling period. All compliance reports shall be signed and certified in accordance with Section 4.8 of these Regulations.

CHAPTER IX – SEWER USE AND PERMITTING REGULATIONS ORDINANCE

SECTION 6 REPORTING REQUIREMENTS (Cont'd.)

6.4 Periodic Compliance Reports

- A. All significant industrial users shall, at a frequency determined by the Department of Public Works but in no case less than twice per year (in June and December), submit a report indicating the nature and concentration of pollutants in the discharge that are limited by pretreatment standards and the measured or estimated average and maximum daily flows for the reporting period. In cases where compliance with a Best Management Practice or pollution prevention alternative is required, the User shall submit documentation as required by the Town or the applicable Standards to determine compliance status of the user. All periodic compliance reports shall be signed and certified in accordance with Section 4.8 of these Regulations.
- B. All wastewater samples must be representative of the user's discharge. Wastewater monitoring and flow measurement facilities shall be properly operated, kept clean, and maintained in good working order at all times. The failure of a user to maintain its monitoring facility in good working order shall not be grounds for the user to claim that sample results are unrepresentative of its discharge.
- C. If a user subject to the reporting requirement in this section monitors any pollutant more frequently than required by the Department of Public Works, using the procedures prescribed in Sections 6.10 and 6.11 of these Regulations, the results of this monitoring shall be included in the report.

6.5 Reports of Changed Conditions

Each industrial user shall notify the Department of Public Works of any planned significant changes to the user's operations or system that might alter the nature, quality, or volume of its wastewater at least ninety (90) days before the change.

- A. The Department of Public Works may require the user to submit such information as may be deemed necessary to evaluate the changed condition, including the submittal of an IDP application under Section 4.7 of these Regulations.
- B. Upon approval of the request by the Town, an Indirect Discharge Request application will be submitted by the Town to DES on behalf of the user. All applicable DES review fees shall be provided by the user.
- C. Upon approval of the Indirect Discharge Request by the DES, the Department of Public Works may issue an IDP under Section 5.1 of these Regulations or modify an existing IDP under Section 5.5 of these Regulations in response to changed conditions or anticipated changed conditions.

CHAPTER IX – SEWER USE AND PERMITTING REGULATIONS ORDINANCE

SECTION 6 REPORTING REQUIREMENTS (Cont'd.)

6.6 Reports of Slug/Potentially Adverse Discharges

- A. In the case of any discharge, including, but not limited to, accidental discharges, discharges of a non-routine, episodic nature, a non-customary batch discharge, or a slug load, that may cause adverse impacts to the POTW, the user shall immediately telephone and notify the Department of Public Works, the City of Manchester or the Town of Derry of the incident. This notification shall include identifying the location of the discharge, type of waste, concentration and volume, if known, and corrective actions conducted by the user.
- B. Within five (5) days following such discharge, the user shall, unless waived by the Department of Public Works, submit a detailed written report describing the cause(s) of the discharge and the measures to be conducted by the user to prevent similar future occurrences. Such notification shall not relieve the user of any expense, loss, damage, or other liability that may be incurred as a result of damage to the POTW, natural resources, or any other damage to person or property; nor shall such notification relieve the user of any fines, penalties, or other liability that may be imposed pursuant to the Ordinance and these Regulations.
- C. A notice shall be permanently posted on the user's employee bulletin board or other prominent place advising employees whom to call in the event of a discharge described in paragraph (A), above. Employers shall ensure that all employees who may cause such a discharge to occur or who may be present when a discharge occurs are advised of the emergency notification procedure.

The permittee shall notify the Town of any changes at its facility that may affect the potential for a slug discharge. The Town may require the permittee to develop or modify a Slug Control Plan or take other actions to control slug discharges.

6.7 Reports from Unpermitted Users

All users not required to obtain an IDP shall provide appropriate reports to the Department of Public Works as the Department of Public Works may require.

CHAPTER IX – SEWER USE AND PERMITTING REGULATIONS ORDINANCE

SECTION 6 REPORTING REQUIREMENTS (Cont'd.)

6.8 Notice of Violation/Repeat Sampling and Reporting

If the results of sampling performed by a user indicate a violation, the user shall notify the Department of Public Works within twenty-four (24) hours of becoming aware of the violation. The user shall also repeat the sampling and analysis and submit the results of the repeat analysis to the Department of Public Works within thirty (30) days subsequent to becoming aware of the violation. The user is not required to resample if the Department of Public Works monitors at the user's facility at least once a month, or if the Department of Public Works samples between the user's initial sampling and when the user receives the results of this sampling.

6.9 Discharge of Hazardous Waste

Any discharge into the POTW of a substance that, if otherwise disposed would be a hazardous waste under 40 CFR Part 261 or are hazardous wastes as defined in the NHDES Hazardous Waste Rules, is prohibited unless permitted by applicable State of New Hampshire and federal permits, and that is also approved by the Director of Public Works.

6.10 Analytical Requirements

All pollutant analyses, including sampling techniques, to be submitted as part of a wastewater discharge permit application or report shall be performed in accordance with the techniques prescribed in 40 CFR Part 136, unless otherwise specified in an applicable categorical pretreatment standard. If 40 CFR Part 136 does not contain sampling or analytical techniques for the pollutant in question, sampling and analyses shall be performed in accordance with procedures approved by EPA.

A laboratory that is currently certified by the State of New Hampshire to perform the requested tests shall perform all analyses. Complete copies of analytical laboratory reports, including all relevant quality control data, shall be submitted as part of each IDP application or report.

6.11 Sample Collection

- A. Except as indicated in Paragraph (B), below, the user shall collect wastewater samples using flow proportional composite collection techniques. In the event flow proportional sampling is infeasible, the Department of Public Works may authorize the use of time proportional sampling or a minimum of four (4) grab samples where the user demonstrates that this will provide a representative sample of the effluent being discharged. In addition, grab samples may be required to demonstrate compliance with instantaneous discharge limitations (e.g., screening levels established to protect worker health and safety). A single grab sample may also be used in place of a composite sample with approval of the Department of Public Works when:

CHAPTER IX – SEWER USE AND PERMITTING REGULATIONS ORDINANCE

SECTION 6 REPORTING REQUIREMENTS (Cont'd.)

6.11 Sample Collection (Cont'd.)

1. The effluent is not discharged on a continuous basis (i.e., batch discharges of short duration), and only when the batch exhibits homogeneous characteristics (i.e., completely mixed) and the pollutant can be safely assumed to be uniformly dispersed;
 2. Sampling a facility where a statistical relationship can be established between previous grab samples and composite data; and
 3. The waste conditions are relatively constant (i.e., are completely mixed and homogeneous) over the period of the discharge.
- B. Samples for temperature, pH, phenols, sulfides, and volatile organic compounds shall be obtained using grab collection techniques.
- C. Samples shall only be collected by individuals who are properly qualified, through verifiable training and experience, to perform the type of sampling required. The integrity of all samples shall be ensured by following established chain-of-custody practices for evidentiary samples. Sampling and chain-of-custody records shall be maintained in accordance with the IDP. Copies of chain-of-custody records shall be submitted as part of each IDP application or report.

6.12 Timing

Written reports will be deemed to have been submitted on the date postmarked. For reports that are not mailed, the date of receipt of the report by the person designated in the IDP shall govern.

6.13 Record Keeping

Users subject to the reporting requirements of the Ordinance and these Regulations shall retain, and make available for inspection and copying, all records of information obtained pursuant to any monitoring activities, including documentation associated with Best Management Practices, required by the Ordinance, these Regulations or IDP and any additional records of information obtained pursuant to monitoring activities undertaken by the user independent of such requirements. Records shall include the date, exact location, method, and time of sampling, and the name of the person(s) obtaining the samples; the dates analyses were performed; who performed the analyses; the analytical techniques or methods used; and the results of such analyses. These records shall remain available for a period of at least five (5) years. This period shall be automatically extended for the duration of any litigation concerning the user or the Town, or where the user has been specifically notified of a longer retention period by the

**CHAPTER IX – SEWER USE AND PERMITTING REGULATIONS
ORDINANCE**

SECTION 6 REPORTING REQUIREMENTS (Cont'd.)

6.13 Record Keeping (Cont'd.)

Department of Public Works. Before destroying the records, the industrial user shall request and receive permission from the Town. The Town may require records be submitted upon written request to local or State officials.

Attachment J

Title IV – Health, Safety & Welfare

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

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Title IV – Health, Safety & Welfare

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

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.

Title IV – Health, Safety & Welfare

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

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.

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Section 22: Town. The local authority for matters concerning wastewater facilities.

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

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)

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

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
(Proposed May 7, 2007)**

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.

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

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
(Proposed May 7, 2007)**

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:	\$3,467.00	\$ 500.00
Commercial/Industrial:	\$16.51/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

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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 FEE ³PAID \$ _____ RECEIVED BY _____

ACCESS FEE⁴ PAID \$ _____ RECEIVED BY _____

RECEIPT # _____

APPROVED BY _____ (Department of Public Works)

¹ Tax Map Number and Lot Number are referred 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
(Proposed May 7, 2007)**

APPENDIX C

OVER DUE 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: _____

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

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

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(Proposed May 7, 2007)

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
 (Proposed May 7, 2007)**

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	10
	Spectator	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	15
	With Cafeteria	20
	Unspecified Office Space	15 GPD/100 square feet
PICNIC PARKS –	Toilet Waste Only	5
	With Bathhouses, Showers and Toilets	10
RESTAURANTS –	Eat in, plus toilet and kitchen waste	40 GPD/Seat
	Eat in, paper service, plus toilet And kitchen waste	20 GPD/Seat
	Kitchen waste only	3
	Bars and lounges	20 GPD/Seat plus 35 GPD/Employee
	Function Rooms	12
SCHOOLS -	Boarding	100
	Day, Without Gym, Cafeteria or Showers	10
	Day, Without Gyms or Showers, with Cafeteria	15

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Day, With Gyms, Showers and Cafeteria 25

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

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.
	With Bays	125 GPD/Bay
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