

TOWN COUNCIL AGENDA
July 20, 2015
7:00 P.M.

The Town Council meeting will be held in the Moose Hill Council Chambers, Town Hall, 268B Mammoth Road, Londonderry, NH. Regular meetings are cablecast live and videotaped for the convenience of our viewers at home. 7:00 PM

A. CALL TO ORDER

B. PUBLIC COMMENT

- 1.) Update on Pettengill Rd.
Presented by Janusz Czyzowski
- 2.) Richard Belinski Building Department Permit Murrays Auto

C. PUBLIC HEARING

- 1.) Order #2015-22 – A Licensing of a Junkyard Pursuant to RSA 236
Presented by Richard Canuel (Murrays Auto)

D. OLD BUSINESS

- 1.) Approval of HealthTrust Documents
Presented by Peter Curro

E. NEW BUSINESS

- 1.) Resolution #2015-04– Resolution Regarding Northeast Direct Project
Presented by Kevin Smith
- 2.) Order #2015-24 – Expenditure of Maintenance Trust Funds for Various Projects
Presented by Steve Cotton
- 3.) Order #2015-25 – Expired Impact Fee Refunds
Presented by Doug Smith
- 4.) Order #2015-26 – Expenditure of Roadway Maintenance trust Funds
Presented by Janusz Czyzowski

F. APPROVAL OF MINUTES

Approval of June 15, 2015 Town Council Minutes

G. OTHER BUSINESS

1. Liaison Reports
 2. Town Manager Report
 3. Board/Committee Appointments/Reappointment
- 1.) Interviews of candidates for the Planning Board

H. ADJOURNMENT

I. MEETING SCHEDULE

- A. Town Council Meeting – **08/17/15** Moose Hill Council Chambers, 7:00PM
- B. Town Council Meeting – **09/14/15** Moose Hill Council Chambers, 7:00PM
- C. Town Council Meeting – **09/21/15** Moose Hill Council Chambers, 7:00PM
- D. Town Council Meeting – **10/05/15** Moose Hill Council Chambers, 7:00PM

LEGAL NOTICE

The Londonderry Town Council will hold a PUBLIC HEARING on the following item:

- 1.) Order #2015-22 – The Licensing of a Junkyard Pursuant to RSA 236
(Murray’s Auto)**

The Public Hearing is scheduled for Monday, July 20, 2015 at 7:00 PM at the Londonderry Town Hall, 268B Mammoth Road, Londonderry, NH 03053. A copy of the proposed amendment may be viewed at the Town Manager’s office during regular business hours and online at www.londonderrynh.org.

Londonderry Town Council

ORDER #2015-22

An Order Relative to
THE LICENSING OF A JUNKYARD PURSUANT TO RSA 236

First Reading: 06/15/2015

Adopted: 07/20/2015

WHEREAS

Edward Dudek, Jr., who resides at 36 Strafford Lane, Bedford, NH and is the owner of Murrays Auto Recycling, 55 Hall Road, Londonderry, NH desires a license to continue operations of said business; and

WHEREAS

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

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

John Farrell - Chairman
Town Council

(TOWN SEAL)

Sharon Farrell - Town Clerk

A TRUE COPY ATTEST:
07/20/2015



TOWN OF LONDONDERRY
Building, Health & Zoning Enforcement

268 Mammoth Road
Londonderry, New Hampshire 03053
432-1100 ext. 115 Fax: 432-1128

May 28, 2015

Mr. Edward Dudek
55 Hall Road
Londonderry, NH 03053

Re: Murray's Auto Recycling 55 Hall Rd., Londonderry, NH Map 15 Lot 13

Dear Mr. Dudek:

It is time once again to begin the process of renewing your Junkyard Dealers license for the upcoming year in accordance with the provisions of RSA 236:121, II. As you know, this annual license expires on July 1st each year. A renewal application form is attached for your convenience.

Please complete the application and return the form along with the required paperwork and application fee in the amount of \$250 prior to the July 1st expiration date.

Prior to the application hearing an inspection of the premises will need to be conducted by this office for the purpose of determining that your junkyard operation remains in compliance with the conditions of your license. **An inspection appointment has been tentatively scheduled for Thursday, June 4, 2015 at 10:00 am.** Please contact this office to confirm that this date and time is acceptable.

If you have questions at any time, please do not hesitate to contact me. Your cooperation in this matter is greatly appreciated.

Sincerely,

Richard G. Canuel
Senior Building Inspector
Code Enforcement Officer



Overview of HealthTrust's New Membership Agreement

While the entire agreement has been redrafted generally to make it clearer, what follows highlights changes/updates included in the new Membership Agreement:

- a. Updates all Members' agreements to reference HealthTrust, Inc. Many of the existing Participation Agreements still reference LGC or its LLC subsidiaries.
- b. Changes the agreement from a Participation Agreement to a Membership Agreement. The use of the term "participation" instead of "membership" is a vestige from the old organizational structure where groups were "members" of LGC but "participants" in the pools.
- c. Highlights Member's right to select/change coverages and/or services and describes how that is achieved by having an authorized representative execute the required coverage documents. (This is not new – it just highlights the issue more specifically.)
- d. Eliminates reference to the specific requirement that 75% of eligible employees must be enrolled in the group health plan(s) offered through HealthTrust, and replaces it with requiring compliance with any minimum participation requirements. This allows HealthTrust to adjust the minimum participation requirements in any coverage as needed, without amending the Membership Agreement.
- e. Highlights Member's right to vote at Annual Meeting and specifies current bylaw provision that the Member's governing body can appoint whomever they want to vote, but if they do not act, the group's top administrative official is authorized to vote.
- f. Highlights that Member's right to surplus is controlled by the Bylaws – Member acknowledges and agrees that rights to distribution of surplus are governed by the HealthTrust Bylaws, as amended from time to time. (This is not new – it just highlights the issue more specifically.)
- g. Provides that a Member's return of surplus may first be applied to cover any amounts that are unpaid and owed by the Member prior to HealthTrust's returning the balance to the Member. This new provision is intended to clarify this right.
- h. Includes Member's certification of safeguarding personal health information as needed for HIPAA purposes. Currently, this certification is in a separate certification – but it is better to be part of the Membership Agreement and has been included.
- i. Acknowledges Member's duty to comply with the Affordable Care Act (e.g. IRS filings).
- j. Continues to acknowledge Member's responsibility for COBRA and retiree coverage with references to additional services available from HealthTrust to assist Member with these obligations pursuant to separate agreements, instead of through incorporated addenda. Makes process of adding and dropping these services administratively easier for the Members and more efficient for HealthTrust.
- k. Establishes separate agreement for combination of Members for medical rating purposes, if applicable, instead of via incorporated addenda. This is administratively more efficient.
- l. Reference to HIPAA Portability Certificates eliminated as they are no longer used or required under HIPAA.
- m. Acknowledges that Member is bound by the provisions of the Membership Agreement, the HealthTrust Bylaws, Rules, any applicable Coverage Documents and policies, and any other agreements incident thereto, all as amended and in effect from time to time. This is not new. The new version makes this more explicit.

If this overview and the new Membership Agreement conflict, the new Membership Agreement controls.



HEALTHTRUST, INC.
APPLICATION AND MEMBERSHIP AGREEMENT

Town of Londonderry

This Application and Membership Agreement ("Membership Agreement") is made by and between Town of Londonderry ("Applicant") and HealthTrust, Inc., a New Hampshire voluntary corporation ("HealthTrust"), effective as of July 1, 2015 ("Effective Date"). This Membership Agreement sets forth the terms and conditions of Applicant's membership and/or continuing membership in HealthTrust.

Preamble

HealthTrust is a pooled risk management program operating pursuant to RSA 5-B and offering its member political subdivisions the opportunity to participate in its Coverage Programs and related services including, but not limited to, group medical, dental, short-term disability, long-term disability, and life coverages.

Applicant is eligible and wishes to become or remain a Member of HealthTrust and participate in certain Coverage Programs offered by HealthTrust and therefore is entering this Membership Agreement.

Agreement

Applicant and HealthTrust hereby mutually agree as follows:

1. **Application.** Applicant applies for membership (including continuing membership if applicable) in HealthTrust for the provision of group medical and/or other benefit plans as may be selected by Applicant from time to time.
2. **Eligibility.** Applicant hereby represents and warrants to HealthTrust that Applicant is an entity eligible for membership in HealthTrust in accordance with the HealthTrust Bylaws.
3. **Contingent on Acceptance.** Applicant understands and agrees that its membership in HealthTrust is contingent on HealthTrust's acceptance and execution of this Agreement.
4. **Governing Provisions.** Applicant shall be bound by the provisions of this Membership Agreement, the HealthTrust Articles of Incorporation, Bylaws, Rules, any applicable Coverage Documents, and any other agreements pursuant or incident thereto, all as amended and in effect from time to time (known collectively in the Bylaws as the "Operative Documents"). Applicant acknowledges receipt of the HealthTrust Bylaws.
5. **Member Rights.** As a Member, Applicant will have the rights provided in the Operative Documents including, without limitation, the right to participate in HealthTrust's Coverage Programs and the right to vote for the HealthTrust Board of Directors at annual meetings of the Members. Applicant acknowledges that pursuant to the current HealthTrust Bylaws, the person serving as the top administrative official of Applicant, or his or her designee, shall be entitled to cast a vote on behalf of Applicant at any meetings of the Members of HealthTrust unless and until

Applicant's Governing Board appoints, by resolution, a different representative to cast such a vote prior to the meeting(s) to which the designation relates.

6. **Selection of Coverage Programs and Services.** Subject to the terms and conditions of the Operative Documents, Applicant may select and periodically change the Coverage Programs and related services in which Applicant participates without amending this Membership Agreement. Applicant's participation (or continuing participation) in any of the Coverage Programs and/or related services is subject to:

- (a) The proper and timely completion and execution by an authorized representative of Applicant of the documents, agreements, and forms for such participation as required by HealthTrust, and
- (b) The policies, procedures, guidelines and Operative Documents that apply to any selected coverages including, without limitation, any applicable minimum participation requirements for such Coverage Program.

7. **Contributions.** Applicant agrees to pay in a timely manner all Contributions required to participate in HealthTrust and/or the applicable Coverage Programs pursuant to the terms of the Operative Documents.

8. **Surplus.** Applicant hereby acknowledges and agrees that any distribution of surplus, or a Member's rights thereto, shall be governed by the applicable terms of the HealthTrust Bylaws and/or other Operative Documents, as they may be amended from time to time. Applicant further agrees that HealthTrust may first apply any surplus due to Applicant to pay any unpaid and overdue Contributions or other amounts owed by Applicant to HealthTrust prior to returning the balance remaining of such surplus to Applicant.

9. **Health Plan Coverage Program Responsibilities.**

- (a) Applicant acknowledges that, with respect to the group health (medical and/or dental) plan(s) offered to its Employees through HealthTrust, Applicant is responsible for complying with all applicable provisions of federal and state law governing such health plan(s) including, without limitation: (i) the continuation of coverage provisions set forth in Sections 2201 through 2208 of the Public Health Service Act ("COBRA"), (ii) the retiree medical coverage provisions set forth in New Hampshire RSA 100-A:50, and (iii) the Patient Protection and Affordable Care Act of 2010, as amended and implemented ("ACA").
- (b) To assist Applicant in satisfying certain of its COBRA coverage obligations, HealthTrust provides base COBRA services on behalf of Applicant pursuant to a separate COBRA administrative services agreement which Applicant must sign as a condition of participating in HealthTrust's medical and/or dental Coverage Programs. In addition, Applicant may elect to receive additional COBRA billing services offered by HealthTrust pursuant to the separate COBRA administrative services agreement.
- (c) To assist Applicant in satisfying certain of its retiree coverage obligations, HealthTrust may offer to provide and Applicant may elect and contract with HealthTrust to receive retiree billing services on behalf of Applicant pursuant to a separate retiree billing administrative services agreement.

10. **Provision of Information.** Applicant agrees to provide HealthTrust in a timely and accurate manner any and all information HealthTrust deems necessary or desirable with regard to HealthTrust's provision of the Coverage Programs and related services selected by Applicant, including but not limited to, all required eligibility and enrollment data.

11. **Safeguarding Personal Information.** HealthTrust may provide Applicant certain non-claims related information, including enrollment, billing, and payment information relevant to the administration of the medical and dental Coverage Programs in which Applicant participates. Some of this information may constitute protected health information, as defined by the Health Insurance Portability and Accountability Act of 1996, as amended and implemented. Examples of information HealthTrust may disclose to Members include: monthly invoices detailing coverage types and cost, payment and enrollment confirmation, and information necessary to assist Applicant in completing its IRS reporting required by the ACA. HealthTrust, at its discretion, also may provide Applicant with non-individually identifiable summary claims information in a manner consistent with state and federal law and applicable HealthTrust policies and procedures.

Applicant hereby certifies that with respect to any protected health information received from HealthTrust, Applicant will:

- (a) Safeguard the privacy and security of the information,
- (b) Not use or disclose the information beyond that which is necessary to administer the selected coverage(s),
- (c) Not use the information for employment-related actions or decisions, and
- (d) Restrict access to the information to only those individuals who require the information to administer the coverage(s).

Applicant also acknowledges and agrees that:

- (e) HealthTrust will only provide such information to those individuals specifically identified in HealthTrust's database as authorized to receive such information on behalf of Applicant,
- (f) HealthTrust does not share individually identifiable claims information unless authorized in writing by the covered person or otherwise permitted by applicable laws, and
- (g) HealthTrust reserves the right to decide what, if any, information is provided to Applicant.

12. **Term and Termination.** The term of Applicant's membership (or continuing membership) in HealthTrust under this Membership Agreement begins on the Effective Date. Applicant's participation in specific Coverage Program(s) shall begin on the effective dates for such coverage as indicated in the Coverage Documents executed by Applicant in order to participate in such coverage. Membership in HealthTrust and participation in any Coverage Program shall continue until such coverage is terminated or cancelled in accordance with the terms of the HealthTrust Bylaws, Coverage Documents and/or other Operative Documents.

13. **Miscellaneous Provisions.**

- (a) This Membership Agreement is governed by New Hampshire law and may only be modified by a written amendment signed by all applicable parties.
- (b) All capitalized terms utilized but not defined herein shall have the same meaning as set forth in the HealthTrust Bylaws.
- (c) Section headings contained in this Membership Agreement are solely for the purpose of reference, are not part of the agreement of the parties and shall not in any way affect the meaning or interpretation of this Membership Agreement.

14. **Certificate of Authorizing Resolution.** This Membership Agreement shall be accompanied by a certificate of authorizing resolution (or a copy of the resolution) of the Governing Body of Applicant in substantially the same form and content as contained in the attached Exhibit A that indicates Applicant has duly authorized its membership in HealthTrust in accordance with RSA 5-B and the execution and delivery of this Membership Agreement by the individual signing, which authorization is legally binding and remains in full force and effect as of the date hereof.

IN WITNESS WHEREOF, Applicant and HealthTrust have caused this Membership Agreement to be executed by their duly authorized officials:

For APPLICANT:

TOWN OF LONDONDERRY

Authorized Official Signature

Print Name

Title

Date

For HEALTHTRUST, INC.:

Peter Bragdon
Executive Director

Date

EXHIBIT A

CERTIFICATE OF AUTHORIZING RESOLUTION

I hereby certify to *HealthTrust, Inc.* ("HealthTrust"), that the following is a true copy of a resolution adopted by the Governing Body of Town of Londonderry at a meeting duly held on _____ [Date]:

RESOLVED: That Town of Londonderry shall participate as a Member in the HealthTrust pooled risk management program for the provision of group medical and/or other benefit plans in accordance with the "Application and Membership Agreement" and NH RSA 5-B.

RESOLVED: That _____ [Name/Title] is hereby authorized and directed to execute and deliver to HealthTrust, on behalf of Town of Londonderry, the "Application and Membership Agreement" in substantially the form presented to this meeting.

RESOLVED: That _____ [Name/Title] is hereby authorized and directed to execute and deliver to HealthTrust a certificate of this resolution.

I further certify that the foregoing resolution remains in full force and effect without modification.

APPLICANT: TOWN OF LONDONDERRY

Date: _____

By: _____
Duly Authorized

Name: _____

Title: _____

HEALTHTRUST, INC.
RETIREE BILLING ADMINISTRATIVE SERVICES AGREEMENT

Town of Londonderry

This Retiree Billing Administrative Services Agreement (“Retiree Billing Agreement”) is made by and between Town of Londonderry ("Member") and HealthTrust, Inc., (“HealthTrust”) effective as of July 1, 2015 (“Effective Date”).

Preamble

HealthTrust is a pooled risk management program operating pursuant to RSA 5-B and offering its member political subdivisions the opportunity to participate in its Coverage Programs and related services. HealthTrust and Member are parties to a separate Application and Membership Agreement (“Membership Agreement”). Member is participating in HealthTrust’s group medical and/or dental Coverage Program(s) and will receive (or continue to receive) certain retiree billing administrative services offered by HealthTrust to its members in accordance with this Retiree Billing Agreement.

Agreement

Subject to the terms and conditions specified herein and in the Membership Agreement between the parties, the Member and HealthTrust hereby agree that HealthTrust shall provide (or continue to provide) retiree billing services described in Section 1 below (“Retiree Billing Services”) on behalf of the Member with respect to all Retirees of the Member who are covered through HealthTrust’s medical and dental Coverage Programs.

As used herein, “Retiree” means a person who is retired from active employment with the Member and who the Member has determined is eligible to continue medical and/or dental plan coverage with the Member pursuant to NH RSA 100-A:50 and/or the applicable rules of the Member and HealthTrust governing eligibility for Retiree coverage.

1. Retiree Billing Services.

HealthTrust shall provide the following Retiree Billing Services:

- a. Direct billing of the Member’s covered Retirees on a monthly basis of the applicable contribution amounts due from the Retirees for their coverage through HealthTrust.
- b. Billing of the Member on a monthly basis of any contribution amounts due from the Member for coverage of its Retirees, including any contribution amounts due in excess of amounts received from the Retirees and the New Hampshire Retirement System (“NHRS”).
- c. Collection of contribution amounts billed and due from Retirees and/or the Member.

- d. Collection and processing of NHRS subsidy and annuity deduction amounts for subsidy-eligible Retirees and Retirees who have elected payment of contributions by annuity deduction.
- e. Provision of monthly reports to the Member listing each Retiree who has been billed by HealthTrust, along with their medical and/or dental plan(s) and coverage type. A listing of the applicable coverage contribution amounts for the Member, the Retiree and NHRS also will be provided for each billing period.
- f. Notification of retirees of annual open enrollment.
- g. Notification of the Member regarding a Retiree's failure to pay billed contribution amounts prior to cancellation of the Retiree's coverage for nonpayment.
- h. Termination of Retiree coverage, pursuant to HealthTrust's rules and policies, as amended from time to time, for any of Member's Retirees due to non-payment of the applicable contributions due from such Retiree.

The Member understands and agrees that the Retiree Billing Services shall be performed by HealthTrust for all of the Member's Retirees who are covered through HealthTrust's medical and dental Coverage Programs.

Member understands and agrees that initial commencement of Retiree Billing Services requires at least 60 days advance notice to HealthTrust and the provision of all necessary information for commencement of such services.

No additional charge for Retiree Billing Services. There will be no additional charge to the Member or its Retirees for the Retiree Billing Services provided by HealthTrust under this Retiree Billing Agreement.

2. Member Responsibilities. As a condition of HealthTrust performing the Retiree Billing Services specified in Section 1 above, the Member agrees to perform the following responsibilities:

- a. Identification and enrollment of eligible Retirees who elect coverage through HealthTrust, and ongoing maintenance of such Retirees' enrollment changes until cancellation/termination of each Retiree's coverage.
- b. Upon first electing to receive Retiree Billing Services and whenever contribution rate changes occur, the Member shall complete and provide to HealthTrust a Retiree Contribution Allocation Table in the form provided by HealthTrust to the Member for such purpose or by another mutually agreed upon format, and otherwise assist with the transition of such Retiree Billing Services to HealthTrust.

- c. Pay the Member's portion of coverage contribution amounts on a monthly basis exactly as billed by HealthTrust. Any pending adjustments at the time of payment will be reflected on future bills.
- d. **Retain ultimate responsibility for payment to HealthTrust of coverage contribution amounts due from the Member's Retirees to the extent not otherwise paid by the Retirees or NHRS including, without limitation:**
 - i. **Reimbursement of HealthTrust for any amounts due from the Member's Retirees for their coverage through HealthTrust that remains unpaid and overdue. Member shall pay HealthTrust for such Retiree non-payment within 30 days of HealthTrust invoicing Member for the applicable amount(s) due and shall have sole responsibility for collecting any such amount(s) due from the Retiree.**
 - ii. **Reimbursement of HealthTrust for any amounts of subsidy and annuity deductions paid by NHRS toward Member's Retirees' coverage contributions that are subsequently retroactively recovered directly from HealthTrust by NHRS and not repaid in a timely manner by the Retiree(s). Member shall pay HealthTrust for any such NHRS retroactive recoveries that remain unpaid within 30 days of HealthTrust invoicing Member for the applicable amount(s) due and shall have sole responsibility for collecting any such amount(s) due from the Retiree. Member's responsibility to reimburse HealthTrust for any retroactive recovery by NHRS of subsidy or annuity paid on behalf of Member's Retirees shall continue even after Member no longer receives Retiree Billing Services, participates in HealthTrust's group medical and/or dental Coverage Program(s) or is a Member of HealthTrust.**
- e. Perform all applicable Retiree coverage obligations of the Member in accordance with NH RSA 100-A:50 and/or the Rules of HealthTrust and the Member governing coverage for Retirees other than the Retiree Billing Services provided by HealthTrust hereunder.
- f. Upon Member (or a subunit of Member) ceasing to participate in the medical and/or dental Coverage Programs offered through HealthTrust, to carry out the transition of Member's (or subunit's) covered Retirees out of their coverage through HealthTrust.
- g. Provide HealthTrust in a timely manner with any and all other information HealthTrust reasonably deems necessary or desirable with regard to HealthTrust's performance of Retiree Billing Services on behalf of the Member. HealthTrust reserves the right to request additional information from the Member at any time in order to satisfy HealthTrust's Retiree Billing Services obligations.

HealthTrust shall be entitled to rely on any information provided by the Member pursuant hereto as accurate, valid and complete, and shall not be responsible for errors, delays or additional costs resulting from the receipt of inaccurate, invalid, incomplete or untimely information.

3. Amendments to Services and Responsibilities. Member acknowledges that the Retiree Billing Services and related responsibilities herein are intended to assist the Member in satisfying its obligations under NH RSA 100-A:50. HealthTrust agrees to perform its Retiree Billing Services in accordance with a reasonable good faith interpretation of NH RSA 100-A:50 and HealthTrust's Rules governing coverage of Retirees. HealthTrust reserves the right to amend its Rules and procedures governing Retiree coverage and the services and responsibilities provided herein as it deems necessary or appropriate without amending this Retiree Agreement. HealthTrust will notify the Member of any changes in Retiree Billing Services that will materially affect the Member's responsibilities hereunder.

4. Other Terms and Conditions. HealthTrust and the Member further acknowledge and agree that:

- a. Retiree Billing Services will be performed by HealthTrust only with respect to Retirees of the Member who are covered under the medical and/or dental Coverage Programs offered by the Member through HealthTrust. In no event shall HealthTrust be responsible for providing any Retiree Billing Services with respect to Retirees of the Member who are covered under a medical or dental plan coverage option offered by the Member through another insurer or provider.
- b. Retirees who have their coverage cancelled for nonpayment of required contribution amounts may not be eligible for reinstatement to the Member's retiree coverage plan(s) through HealthTrust.
- c. The performance of Retiree Billing Services by HealthTrust on behalf of the Member does not and is not intended to make HealthTrust the plan sponsor, plan administrator or other fiduciary of the Member's group health plans for Retiree coverage obligations under any applicable law or regulation, and the Member will not identify or refer to HealthTrust as such.
- d. HealthTrust shall not have any obligation or liability under this Retiree Billing Agreement with respect to any Retiree Billing Services before the Effective Date or the Effective Date of the Application and Membership Agreement, or with respect to any Retiree coverage compliance obligations of the Member other than HealthTrust's Retiree Billing Service obligations under Section 1.
- e. All confidential information disclosed by the parties pursuant to this Retiree Billing Agreement will remain the exclusive and confidential property of the disclosing party. The receiving party will not disclose the confidential information of the disclosing party and will use at least the same degree of care in protecting the confidential information of the other party as it uses with respect to its own confidential information. The receiving party will limit access to confidential information to its employees and advisors with a need to know and will instruct such employees and advisors to keep such information confidential. Notwithstanding the foregoing, the receiving party may disclose confidential information to the extent

necessary to comply with any law, ruling, regulation or rule applicable to it or to the extent necessary to enforce its rights hereunder. HealthTrust also may disclose confidential information of the Member to the extent that disclosure of such information is required to perform its Retiree Billing Services obligations.

For purposes of this subsection (e), "confidential information" shall mean all information of a confidential or proprietary nature provided by the disclosing party to the receiving party for use in connection with the service obligations and responsibilities set forth in this Retiree Billing Agreement, but does not include (i) information that is already known by the receiving party without obligation of confidentiality; (ii) information that becomes generally available to the public other than as the result of disclosure by the receiving party in violation of this Retiree Billing Agreement; and (iii) information that becomes known to the receiving party from a source other than the disclosing party on a non-confidential basis.

- f. All capitalized terms utilized but not defined herein shall have the same meaning as set forth in the HealthTrust Bylaws.

5. Term and Termination.

- a. The term of this Retiree Billing Agreement shall commence on the Effective Date, and shall continue during the Member's participation in HealthTrust's medical and/or dental Coverage Program or until earlier terminated by either party with 30 days prior written notice to the other party.
- b. Notwithstanding anything contained herein, if the Member defaults in the performance of any of its responsibilities as set forth herein, HealthTrust may, upon written notice to the Member, terminate this Retiree Billing Agreement.
- c. Notwithstanding any other provision of this Retiree Billing Agreement or the Application and Membership Agreement, HealthTrust's agreement and obligation to provide Retiree Billing Services on behalf of the Member as set forth herein shall automatically cease upon termination of the Member's (or subunit's) participation in HealthTrust's medical and/or dental Coverage Programs, and HealthTrust shall not provide and shall not be obligated to provide any further services to the terminating Member (or subunit) pursuant hereto other than transition of Retiree billing administration to the Member or a successor administrator.
- d. Member's contribution obligations pursuant to Sections 2 (c) and (d) shall survive termination of this Retiree Billing Agreement.

IN WITNESS WHEREOF, the Member and HealthTrust have caused this Retiree Billing Agreement to be executed by their duly authorized officials.

For the MEMBER:

TOWN OF LONDONDERRY

Duly Authorized

Print Name

Title

Date

For HEALTHTRUST, INC.:

Peter Bragdon
Executive Director

Date

HEALTHTRUST, INC.
COBRA ADMINISTRATIVE SERVICES AGREEMENT

Town of Londonderry

This COBRA Administrative Services Agreement (“COBRA Agreement”) is made by and between Town of Londonderry ("Member") and HealthTrust, Inc. (“HealthTrust”) effective as of July 1, 2015 (“Effective Date”).

Preamble

HealthTrust is a pooled risk management program operating pursuant to RSA 5-B and offering its member political subdivisions the opportunity to participate in its Coverage Programs and related services. HealthTrust and Member are parties to a separate Application and Membership Agreement (“Membership Agreement”). Member is participating in HealthTrust’s group medical and/or dental Coverage Program(s) and will receive (or continue to receive) certain COBRA administrative services offered by HealthTrust to its members in accordance with this COBRA Agreement.

Agreement

Subject to the terms and conditions specified herein and in the Membership Agreement between the parties, the Member and HealthTrust hereby agree that HealthTrust shall provide (or continue to provide) on behalf of the Member the base COBRA administrative services described below in Section 1 and, if elected, Section 2, with respect to all Employees of the Member who are covered under the medical and dental Coverage Programs offered by the Member through HealthTrust:

1. Base COBRA Administrative Services. HealthTrust shall provide the following base COBRA administrative services (“Base COBRA Services”):

- a. Delivery of an initial notice of COBRA continuation coverage rights to each employee (and spouse thereof) of the Member who become covered under the Member’s medical and/or dental plan(s) offered through HealthTrust upon their enrollment by the Member.
- b. Upon notification of HealthTrust by the Member of a COBRA qualifying event, HealthTrust shall provide each qualified beneficiary eligible for COBRA coverage with timely notice of his/her right to elect COBRA continuation coverage and the terms, conditions and election procedures for COBRA coverage.
- c. Provision of information, forms and support to the Member’s Benefits Administrator regarding administration of COBRA continuation coverage, including applicable notice, eligibility, enrollment and payment rules.
- d. Upon expiration of the maximum COBRA continuation period or notification of HealthTrust by the Member of a COBRA cancellation, HealthTrust shall notify the

affected COBRA beneficiary of (i) the termination of his/her COBRA continuation coverage due either to the expiration of the maximum COBRA continuation period or to an event causing early termination of COBRA coverage, and (ii) any rights of the COBRA beneficiary to convert to an individual health benefits plan coverage.

No Additional Charge for Base COBRA Services. There will be no additional charge to the Member or its COBRA beneficiaries for the Base COBRA Services provided by HealthTrust under this Section 1.

2. COBRA Billing Services. HealthTrust makes available to its Members on an elective basis the additional COBRA administrative services listed below related to direct billing of and collection of payment from COBRA beneficiaries (“COBRA Billing Services”).

If elected, in addition to the Base COBRA Services, HealthTrust shall provide the following additional COBRA Billing Services:

- a. Direct billing of the Member’s COBRA beneficiaries on a monthly basis of the applicable amounts due for their COBRA continuation coverage.
- b. Collection of amounts billed and due from COBRA beneficiaries in accordance with applicable COBRA rules.
- c. Direct enrollment of eligible qualified beneficiaries who elect COBRA continuation coverage, and ongoing maintenance of such beneficiary’s enrollment and membership changes until cancellation/termination of COBRA coverage.
- d. Provision of monthly reports to the Member listing COBRA beneficiaries who have been billed by HealthTrust, along with their medical and/or dental plan(s), coverage type and COBRA contribution amounts.
- e. Notification of COBRA beneficiaries at annual open enrollment of contribution rate change information.
- f. Termination of COBRA beneficiaries for nonpayment and notice of such termination to Member.

The Member understands and agrees that if COBRA Billing Services are elected, the billing services shall be performed by HealthTrust for all of the Member’s COBRA beneficiaries who are covered through HealthTrust.

Charges for COBRA Billing Services. The Member understands and agrees that HealthTrust will bill the COBRA beneficiary directly for his or her COBRA continuation coverage as follows:

- The applicable monthly contribution amount due for the COBRA continuation coverage selected by the COBRA beneficiary, and

- An administrative fee computed as 2% of the applicable monthly contribution amount as allowed by federal law.

The Member agrees that HealthTrust will retain the 2% administrative fee as its compensation for the COBRA Billing Services rendered by HealthTrust. There will be no other separate charge to the Member or its COBRA beneficiaries for the additional COBRA Billing Services provided by HealthTrust under this Section 2.

Member understands and agrees that initial commencement of COBRA Billing Services requires at least 60 days advance notice to HealthTrust and the provision of all necessary information for commencement of such services.

3. Member Responsibilities. As a condition of HealthTrust performing the Base COBRA Services and COBRA Billing Services (if elected) specified in Sections 1 and 2 above, the Member agrees to perform the following responsibilities:

- a. Make available to COBRA beneficiaries the same medical and dental plan coverage options through HealthTrust as are available to eligible active Employees of the Member.
- b. Upon the Member's initial participation in HealthTrust's health benefit programs, provide information to HealthTrust on the Member's then existing COBRA beneficiaries.
- c. Notify HealthTrust in a timely manner when Employees experience a COBRA qualifying event and provide HealthTrust with necessary forms and information in accordance with applicable COBRA administrative policies and procedures established by HealthTrust.
- d. Perform all COBRA compliance and administrative obligations of the Member with respect to its Employees other than those COBRA services provided by HealthTrust hereunder.
- e. Upon Member (or a subunit of Member) ceasing to participate in the medical and/or dental Coverage Programs offered through HealthTrust, to carry out the transition of Member's (or subunit's) COBRA beneficiaries and covered Employees out of their coverage through HealthTrust.
- f. Provide HealthTrust with at least 60 days advanced written notice of the Member's decision to elect to receive the COBRA Billing Services made available by HealthTrust and, in such event, assist with the transition of such COBRA Billing Services to HealthTrust.
- g. Provide HealthTrust in a timely manner with any and all other information HealthTrust reasonably deems necessary or desirable with regard to HealthTrust's performance of the Base COBRA Services and COBRA Billing Services (if elected) on behalf of the Member.

HealthTrust shall be entitled to rely on any information provided by the Member pursuant hereto as accurate, valid and complete, and shall not be responsible for errors, delays or additional costs resulting from the receipt of inaccurate, invalid, incomplete or untimely information. HealthTrust reserves the right to request additional information from the Member at any time in order to satisfy HealthTrust's COBRA administrative service obligations. The Member agrees to provide any requested information to HealthTrust in a timely manner.

4. Amendments to Services and Responsibilities. HealthTrust and the Member acknowledge and agree that the COBRA services and responsibilities herein are intended to assist the Member in satisfying its obligations under federal COBRA law. HealthTrust agrees to perform its COBRA administrative services in accordance with a reasonable good faith interpretation of the applicable requirements of COBRA. HealthTrust reserves the right to amend its COBRA administrative procedures and policies and the services and responsibilities provided herein as it deems necessary or appropriate without amending this COBRA Agreement. HealthTrust will notify the Member of any changes that will materially affect either HealthTrust services or the Member's responsibilities.

5. Other Terms and Conditions. HealthTrust and the Member further acknowledge and agree that:

- a. The COBRA administrative services performed by HealthTrust hereunder will be performed only with respect to Employees of the Member who are covered under the medical and/or dental Coverage Programs offered by the Member through HealthTrust. In no event shall HealthTrust be responsible for providing any COBRA administrative services with respect to Employees of the Member who are covered under a medical or dental plan coverage option offered by the Member through another insurer or provider.
- b. The performance of COBRA administrative services by HealthTrust on behalf of the Member does not and is not intended to make HealthTrust the plan sponsor, plan administrator or other fiduciary of the Member's group health benefit plans for COBRA purposes under any applicable law or regulation, and the Member will not identify or refer to HealthTrust as such.
- c. HealthTrust shall not have any obligation or liability with respect to any COBRA administrative services described herein before the effective date of the Application and Membership Agreement or this COBRA Agreement, or with respect to any COBRA compliance obligations of the Member other than HealthTrust's administrative service obligations hereunder.
- d. All confidential information disclosed by the parties pursuant to this Agreement will remain the exclusive and confidential property of the disclosing party. The receiving party will not disclose the confidential information of the disclosing party and will use at least the same degree of care in protecting the confidential information of the other party as it uses with respect to its own confidential information. The receiving party will limit access to confidential information to its employees and advisors with

a need to know and will instruct such employees and advisors to keep such information confidential. Notwithstanding the foregoing, the receiving party may disclose confidential information to the extent necessary to comply with any law, ruling, regulation or rule applicable to it or to the extent necessary to enforce its rights hereunder. HealthTrust also may disclose confidential information of the Member to the extent that disclosure of such information is required to perform its COBRA administrative service obligations hereunder.

For purposes of this subsection (d), "confidential information" shall mean all information of a confidential or proprietary nature provided by the disclosing party to the receiving party for use in connection with the service obligations and responsibilities hereunder, but does not include (i) information that is already known by the receiving party without obligation of confidentiality; (ii) information that becomes generally available to the public other than as result of disclosure by the receiving party in violation of this Agreement; and (iii) information that becomes known to the receiving party from a source other than the disclosing party on a non-confidential basis.

- e. All capitalized terms utilized but not defined herein shall have the same meaning as set forth in the HealthTrust Bylaws.

6. Term and Termination.

- a. The term of this COBRA Agreement shall commence on the Effective Date, and shall continue during the Member's participation in HealthTrust's medical and/or dental Coverage Program or until earlier terminated by either party with 60 days prior written notice to the other party.
- b. Notwithstanding anything contained herein, if the Member defaults in the performance of any of its responsibilities hereunder, HealthTrust may, upon written notice to the Member, terminate this COBRA Agreement.
- c. Notwithstanding any other provision of the Membership Agreement or this COBRA Agreement, HealthTrust's agreement and obligation to provide COBRA administrative services as set forth herein shall automatically cease upon termination of the Member's (or subunit's) participation in HealthTrust's medical and/or dental Coverage Programs, and HealthTrust shall not provide and shall not be obligated to provide any further services with respect to the COBRA beneficiaries and covered Employees of the terminating Member (or subunit) pursuant hereto other than transition of COBRA administration to the Member or a successor COBRA administrator.

7. **Election of COBRA Billing Services (Section 2)** [check one of the two boxes below]:

- The Member hereby elects to receive the COBRA Billing Services described in Section 2 of this COBRA Agreement. The Member understands and agrees that HealthTrust will be charging COBRA beneficiaries an administrative fee of 2% of the applicable monthly contribution amount as allowed by federal law.

Only for Members initially electing COBRA Billing Services: If the Member has existing COBRA beneficiaries who are covered (or to be covered) through HealthTrust, the Member (**please initial below**):

_____ **does**

_____ **does not intend**

to transfer billing responsibilities for those beneficiaries to HealthTrust as of the effective date of HealthTrust's COBRA Billing Services. This paragraph is not applicable to Members renewing ongoing COBRA Billing Services.

- The Member elects not to receive COBRA Billing Services described in Section 2, at this time.

IN WITNESS WHEREOF, the Member and HealthTrust have caused this COBRA Agreement to be executed by their duly authorized officials.

For the MEMBER:

TOWN OF LONDONDERRY

Duly Authorized

Print Name

Title

Date

For HEALTHTRUST, INC.:

Peter Bragdon
Executive Director

Date

RESOLUTION 2015-04

A RESOLUTION REGARDING NORTHEAST DIRECT PROJECT

First Reading: 07/20/2015

Adopted: 07/20/2015

WHEREAS Tennessee Gas Pipeline Company, L.L.C., (“TGP”) a subsidiary of Kinder Morgan Energy Partners, L.P. , has proposed to construct a new natural gas distribution pipeline in southern New Hampshire, known as the Northeast Energy Direct Project (“NED”) ; and

WHEREAS TGP has filed proceedings in the United States Federal Regulatory Commission (“FERC”), Docket No. PR14-22-000, requesting comments on environmental issues and other matters, and meetings for receipt of public comments are scheduled in New Hampshire in July; and

WHEREAS In addition, related proceedings have been or may be filed in the future with the New Hampshire Public Utilities Commission (“PUC”) and the New Hampshire Site Evaluation Committee (together, the “State Agencies”); and

WHEREAS A portion of the proposed NED pipeline is proposed to be constructed in Londonderry; and

WHEREAS The proposed pipeline will create no direct benefit to the residents of Londonderry, and the disruption to the residents of Londonderry caused by the construction of the new pipeline may outweigh the benefits to the Town and its residents.

NOW THEREFORE BE IT RESOLVED by the Londonderry Town Council that the Town of Londonderry does not support the location of the proposed pipeline in the Town of Londonderry, and

BE IT FURTHER RESOLVED that the Town Manager is authorized to file such statements at the proceedings and meetings held by FERC and the State Agencies as he determines appropriate to convey the foregoing resolution to TGP and to FERC and the State Agencies.

John Farrell, Chairman
Town Council

(TOWN SEAL)

Sherry Farrell
Town Clerk

A TRUE COPY ATTEST:
07/20/2015

ORDER #2015-24

An Order Relative to

EXPENDITURE OF

MAINTENANCE TRUST FUNDS FOR VARIOUS PROJECTS

Reading: 07/20/2015

Adopted: 07/20/2015

WHEREAS

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

WHEREAS

by the Town Council of the Town of Londonderry that the Town Treasurer is hereby ordered to expend \$13,626.97 from the Expendable Maintenance Trust Fund for the aforementioned repairs and improvements.

NOW THEREFORE BE IT ORDERED by the Town Council of the Town of Londonderry that the Town Treasurer is hereby ordered to expend \$13,626.97 from the Expendable Maintenance Trust Fund for the aforementioned repairs and improvements.

John Farrell, Chairman
Town Council

Sharon Farrell
Town Clerk

A TRUE COPY ATTEST:
07/20/2015

**Expendable Maintenance Trust TC Order Request
for Town Council Meeting *7/20/15***

Description	Vendor	Amount
<u>LED Lighting Project - Band Stand</u>	Stephens-Marquis - Invoice #19182	\$ 1,132.26
Completion of the installation of the Philips LED lighting project at the Town Common Band Stand. This EMTF request is for the labor/materials to install the final electrical boxes/conduit/breakers/wire, and installation of the donated LED fixtures.	EMTF Request Amount	\$ 1,132.26
<u>Exterior Painting - Senior Center</u>	Craig Drouin - Invoice #201500706	\$ 1,200.00
The exterior siding/trim on the north side of the Senior Center is in need of preventative maintenance. This EMTF request is for the final payment for scraping, caulking, repair rotted window sill, primer & finish coats of paint.	EMTF Request Amount	\$ 1,200.00
<u>Kamco Lock Solutions - Town Hall</u>	Kamco - Quote #5670BD	\$ 3,149.71
The employee lunch room door automatic lock and access code hardware needs replacement. This EMTF request is for the labor/materials to replace existing exit device and install new electrified rim exit device.	EMTF Request Amount	\$ 3,149.71
<u>Various repairs - Town Hall</u>	Craig Drouin - Quote 6222015	\$ 3,675.00
Remove wood coving and replace/paint 120' of rotted coving with pvc material, install approximately 150sq. ft. of insulation in attic area, replace damaged insulation/vapor barrier due to water leak from dry system, and frame 4' x 6' roof over exterior employee entrance door. This EMTF request is for the materials/labor to complete these various projects.	EMTF Request Amount	\$ 3,675.00
<u>Preventive Maintenance - South Fire HVAC</u>	SAM Mechanical - Invoice #2015315	\$ 995.00
Spring preventative maintenance on the HVAC units at South Fire. This EMTF request is for the materials/labor to perform the spring PM.	EMTF Request Amount	\$ 995.00
<u>Preventive Maintenance & Repair - North Fire Boilers</u>	SAM Mechanical - Quote 7/01/2015	\$ 3,475.00
The two boilers at North Fire are need or preventative maintenance and repair to prevent condensation from exhaust stacks from leaking. This EMTF request is for the labor/materials to perform the PM along with parts to repair the boilers.	EMTF Request Amount	\$ 3,475.00
Total Town Council EMTF Order		\$ 13,626.97

ORDER 2015-25

An order relative to
Expired Impact Fee Refunds

First Reading: 07/20/15
Second Reading: Waived
Adopted: 07/20/15

WHEREAS the Town of Londonderry by adoption of Zoning Article No. 110 at the Annual Town Meeting on March 10, 1994, added Section X - Impact Fees to the Zoning Ordinance (since revised to Section 1.2 and amended by Ordinance #2013-06) which provides for the assessment, collection, and administration of Impact Fees; and

WHEREAS the Zoning Ordinance allows the Town Council to issue orders to the Town Treasurer for the expenditure and/or refund of such impact fees collected; and

WHEREAS the Ordinance further provides by Section 1.2.9 that impact fees not encumbered or legally bound to be spent for the purpose for which they were collected within a period of six (6) years from the date of the final payment of the fee be refunded; and

WHEREAS impact fees collected through the period ended 06/30/09 which have not been encumbered or legally bound to be spent in accordance with the Ordinance and expired on 06/30/15, and there being no plans to encumber or spend such funds as of 06/30/15; and

WHEREAS the Director of Finance recommends that expired impact fee refunds be issued in the amount of \$7,426.22 plus accrued interest of \$41.46, for a total disbursement of \$7,467.68;

NOW THEREFORE BE IT ORDERED by the Londonderry Town Council that the Town Treasurer is hereby directed to disburse \$7,467.68 as detailed on the attached spreadsheet of expired impact fees.

John Farrell - Chairman
Town Council

(TOWN SEAL)

Sharon Farrell - Town Clerk/Tax Collector

A TRUE COPY ATTEST:
07/20/15

ORDER #2015-26
An Order Relative to
EXPENDITURE OF
ROADWAY MAINTENANCE TRUST FUNDS

First Reading: 07/20/2015
Second Reading: Waived
Adopted: 07/20/2015

WHEREAS voters since 2012 have approved funding for the maintenance and repair of public roadways in the town; and

WHEREAS by the Town Council of the Town of Londonderry that the Town Treasurer is hereby ordered to expend up to \$675,000.00 from the Roadway Maintenance Trust Fund for the aforementioned repairs and improvements of Gilcreast Road and other Town roads.

NOW THEREFORE BE IT ORDERED by the Town Council of the Town of Londonderry that the Town Treasurer is hereby ordered to expend up to \$675,000.00 from the Roadway Maintenance Trust Fund for the aforementioned repairs and improvements of various Town roads.

John Farrell, Chairman
Town Council

Sharon Farrell
Town Clerk

A TRUE COPY ATTEST:
07/20/2015

(TOWN SEAL)

LONDONDERRY TOWN COUNCIL MEETING MINUTES

1
2 **June 15, 2015**
3

4 The Town Council meeting was held in the Moose Hill Council Chambers, Town Hall, 268B Mammoth
5 Road, Londonderry, NH.
6

7 Present: Chairman John Farrell; Councilor Tom Dolan; Vice Chairman Jim Butler; Councilors Tom
8 Freda and Joe Green; Town Manager Kevin Smith; Executive Assistant Kirby Wade
9

10 **CALL TO ORDER**
11

12 Vice Chairman Butler opened the meeting with the Pledge of Allegiance led by Town Manager Smith
13 This was followed by a moment of silence for all those who serve us here and abroad in uniform and for
14 all first responders, especially Londonderry's first responders.
15

16 **PUBLIC COMMENT**
17

18 Town Manager Smith suggested having HealthTrust make a short presentation. Peter Curro, 105 Adams
19 Road, the Chairman of HealthTrust and Peter Bragdon, Executive Director of HealthTrust. Curro turned
20 the presentation over to Bragdon. Bragdon went over the membership agreement. Bragdon stated that if
21 there are any questions he would be happy to take them. Town Manager Smith stated that his intention is
22 not to have to Council vote on signing them but it was rather to just bring in HealthTrust to answer any
23 questions the Council may have.
24

25 Councilor Dolan asked what steps HealthTrust has taken to protect membership and peoples personal
26 information from hacks. Bragdon stated that they are subject to all the HIPO requirements to keep data
27 safe. They have been through two complete audits of the IT security.
28

29 Chairman Farrell invited up Chief Bill Hart to present the Musquash Task Force. Chairman Farrell
30 stated that no decisions will be made this evening with regard to Ordinances. Chief Hart introduced
31 himself and stated that he was assigned on January 5th by the Town Council to Chair a group of citizens
32 to look into the issue of target shooting in the Musquash. The nine citizens that were chosen by the
33 Town Council and Town Manager donated their time. Chief Hart thanked those citizens who donated
34 their time to this task force. The goal of the report is to relate the facts to the Council. The task force met
35 a total of seven times beginning in January and concluded in April. A public session was held on March
36 25th. There were a total of nine recommendations made. They ranged from setting specific places for
37 target shooting to limiting target shooting until a place is designate, and everything in the middle.
38
39
40

LONDONDERRY TOWN COUNCIL MEETING MINUTES

41 Councilor Freda asked what the consensus of the group was. Chief Hart stated that there was no
42 consensus but a total of nine recommendations in order to assist the Council. Chief Hart went through
43 the recommendations. Chief Hart stated that each one is different and each one offers different solutions.
44

45 Town Council discussed the funding it would take. Chairman Farrell stated that from what he hears,
46 people prefer it to stop.
47

48 Mike Considine, 30 Rolling Ridge Rd, stated that he is on the Conservation Commission and Trailways.
49 Considine stated that he has some information of incidents that have happened and that people are no
50 longer calling the police department. Considine stated that something needs to be done. Councilor Green
51 stated that he knows people who do not call the Police Department anymore. It's hard for people to
52 report it without evidence. Chairman Farrell stated that people need to start calling. Considine stated that
53 he has run across groups shooting in the Musquash recently, most people from out of town. A lot of
54 surrounding towns are banning target shooting.
55

56 Al Baldasaro, 41 Hall Rd, stated that he has dealt with this issue in the House. Baldasaro stated that New
57 Hampshire is one of the safest States in the Country. Baldasaro stated that people should be taking
58 videos and pictures when they see reckless shooting.
59

60 Chief Hart stated that he will put out that the Department will begin to list and categorize the calls that
61 come in regarding the Musquash.
62

63 Chairman Farrell stated that the Council has heard that the Council isn't in the business of managing and
64 building a firing range. It would need to go to the ballot. The Council agreed. Anything done on Town
65 land would need to be approved by the Council and funding would have to go to the voters. What the
66 Council is looking for is further information for producing a proper Ordinance, correctly. The Council
67 needs to get more answers before an Ordinance is written.
68

69 Chairman Farrell stated that some things on the agenda are going to be shifted. He will be taking limited
70 public comment on the next item. Item five under New Business, Order #2015-22, A Licensing of a
71 Junkyard Pursuant to RSA 236:1 Murray's Auto. Murrays Auto only submitted their application this
72 morning. Chairman Farrell stated that this item will be continued to July. Richard Canuel, Building
73 Inspector, stated that from what he found it appears Mr. Dudek has made every effort to comply with the
74 condition of his license. The biggest issue being the visibility of the cars above the fencing. The height
75 has been brought down so they are no longer visible as you approach the yard. Canuel stated that
76 Murray's is in compliance with his license. Councilor Dolan stated that given the community interest, a
77 public hearing should be held. Councilor Green second. Chair votes 5-0-0.
78

79 Gerard Adams, 54 Hall Road, stated that he has been impact a number of times as recently as today.
80 Adams stated that he will speak more at the next meeting.
81

81

82

LONDONDERRY TOWN COUNCIL MEETING MINUTES

PUBLIC HEARING

83
84
85 Motion to enter Public Hearing made by Councilor Green and second by Councilor Councilor Freda.
86 Chair votes 5-0-0.

87
88 Chairman Farrell introduced Ordinance #2015-04, An Amendment to the Zoning Ordinance to Rezone
89 Map 10, Lot 92 at 1058 Hillside Avenue from Agricultural-Residential (AR-1) to Multi-Family
90 Residential (R-II). Motion to approve Ordinance #2015-04 made by Councilor Dolan and second by
91 Councilor Freda. Chair votes 5-0-0.

92
93 Chairman Farrell introduced Ordinance #2015-05, An Amendment to Municipal Code, Title IV, Chapter
94 XIII, Health/Safety/Welfare, Regarding Individual Sewage Disposal Systems. Steve Cotton presented.
95 Cotton stated that he is going through and cleaning up the Municipal Code. Motion to approve Order
96 #2015-05 made by Councilor Green and second by Councilor Dolan. Chair votes 5-0-0.

97
98 Chairman Farrell brought up Finance Director Doug Smith to present RSA 31:95b, the appropriation of
99 grants and donations made available during the year. Smith stated that it's the annual list of
100 unanticipated revenues accumulated by the town. The one major item on the list was the HealthTrust
101 refunds. Motion to accept the funds made by Councilor Dolan and second by Councilor Green. Chair
102 votes 5-0-0.

103
104 Motion to close Public Hearing made by Councilor Dolan and second by Vice Chairman Butler. Chair
105 votes 5-0-0.

NEW BUSINESS

106
107
108
109 Chairman Farrell introduced Order #2015-18, the Distribution of Cemetery Acquisitions, Maintenance
110 and Repairs Capital Reserve Fund. Steve Cotton stated that it is removing \$3,500 for cemetery tree
111 removal. Motion to approve Order #2015-18 made by Councilor Green and second by Councilor Freda.
112 Chair votes 5-0-0.

113
114 Steve Cotton presented Order #2015-19, the Expenditure of Maintenance Trust Funds for Various
115 Projects. Cotton stated that he is looking for \$4,022.00 for repairs. Motion to approve Order #2015-19
116 made by Councilor Dolan and second by Vice Chairman Butler. Chair votes 5-0-0.

117
118 Councilor Dolan motioned that the Council approves Order #2015-20 and #2015-21, the junkyard
119 licensing of S&S Metals and Londonderry Salvage. Hillside has not submitted their application (Order
120 #2015-23). His license is valid until July 1st. Second by Vice Chairman Butler. Chair votes 5-0-0.

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APPROVAL OF MINUTES

LONDONDERRY TOWN COUNCIL MEETING MINUTES

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Motion to approve the Town Council minutes from June 1, 2015 made by Councilor Dolan and second by Councilor Freda. Chairman Farrell was not present. Chair votes 4-0-0.

BOARD/COMMITTEE APPOINTMENTS/REAPPOINTMENTS

Motion to accept the resignation of Laura El-Azem from the Planning Board made by Councilor Dolan and second by Councilor Green. The Council thanked El-Azem for her nine years of service to the Town of Londonderry. Chair votes 5-0-0.

ADJOURNMENT

Motion to adjourn made by Councilor Dolan and second by Councilor Green. **Chair votes 5-0-0.**

Notes and Tapes by:	Kirby Wade	Date: 06/15/2015
Minutes Typed by:	Kirby Wade	Date: 06/18/2015
Approved by:	Town Council	Date: 07/20/2015

Musquash Target Shooting Task Force
March 011, 2015

MOTION: WATSON01
ENFORCEMENT

Pursuant to Town of Londonderry NH RESOLUTION 2014-06(B)
Which resolved to create a Musquash Task Force *"to study and make recommendations on target shooting in the Musquash and other town-owned conservation land,"* and whose purpose and charge is *"tasked with studying the issue of target shooting in the aforementioned areas, and making recommendations to the Town Council as to what changes, if any, should be made to current Town ordinances governing such."*

"WHEREAS the Londonderry Town Council recognizes the need to attain an appropriate balance between the desires of responsible gun owners and the desires of the Town's residents wishing to recreate in the Town's conservation areas;"

1. It is hereby Motioned To Recommend to the Town Council:

1. **To establish increased Londonderry Police and NH Fish and Game presence and patrols in the Musquash for a period of one year, at a Limited Special Attention Detail/Patrol level** as outlined in the documents "Musquash_analysis_and_cost_factors.xlsx" and "response to 021915 Musquash email.doc" both written by Deputy Chief G. Dussault LPD, and implemented as follows:

1. Police Patrol would be staffed and funded at the Limited Special Attention level, in 4 hour blocks, on weekends only, for a period of one year, at an estimated annual cost of \$12,168. This is a small, minimum subset of other more expensive cost options, and does not include increased patrol time beyond 4 hours, ATV patrol, mountain bike patrol, or a dedicated LPD resource.
2. Deputy Chief Dussault indicates that we could "do so now via special attention assignments that are disseminated at roll call by the supervisory staff."
3. Areas of patrol are to be focused on trouble spots located near the Hickory Hill, Sara Beth, and Faucher Road entrances. Deputy Chief Dussault would direct to "limit those patrols to the areas of the Musquash accessed via Hickory Hill Drive, Sarabeth Lane, and Faucher Road as they are the closest to where the bulk of the issues have been observed (we have no record of

- calls coming from Tanager Way, and the western access points are not easily accessible)."
4. The four hour blocks are to be divided randomly, prioritized as police duty allows, during the higher use weekend days only.
 5. Per Deputy Chief Dussault's guidance, monitoring of these patrols would be "logged and documented so that we can assess whether or not they have been effective."
 6. Per Deputy Chief Dussault, new signage to be created notifying Musquash users that the area is now being actively patrolled by Police and NH Fish and Game officers could be "created very easily, carried out using current resources with a relatively negligible costs."
 7. Of Note: Deputy Chief Dussault sees some risk with the viability of enforcing target shooting violations in the Musquash, in the following statements:
 - "none of the current laws are easy to either enforce or gain convictions on. I am sure that the you (Chief Hart), Attorney Ramsdell, and Prosecutor Coyle understand just how difficult it would be to actually build feasible cases surrounding the issues currently ongoing in the Musquash Conservation Area."
 8. It is the opinion of the creators of this proposal that the benefits of taking these enforcement actions outweigh their cost and resource deterrents, especially at this low commitment level. This proposal is further targeted to affect only those users who engage in unlawful target shooting activity, and would not punish those that act responsibly with firearms. It is not expected that a series of convictions or prosecutions would be necessary for this program to be considered successful. Over time, as unlawful users are routed out of the Musquash, and word gets out among our community that the area is being actively patrolled, it is expected that this type of behavior would be drastically reduced.
 9. NH Fish and Game patrol details to be determined through further collaborative effort between the Londonderry Town Council, Londonderry Police Dept., and NH Fish and Game.
 10. References:
 - "Musquash_analysis_and_cost_factors.xlsx" written by Deputy Chief G. Dussault LPD
 - "response to 021915 Musquash email.doc" written by Deputy Chief G. Dussault LPD

Musquash Target Shooting Task Force
April 07, 2015

MOTION WATSON02:
FIREARMS TYPE RESTRICTIONS

Pursuant to Town of Londonderry NH RESOLUTION 2014-06(B)

Which resolved to create a Musquash Task Force *"to study and make recommendations on target shooting in the Musquash and other town-owned conservation land,"* and whose purpose and charge is *"tasked with studying the issue of target shooting in the aforementioned areas, and making recommendations to the Town Council as to what changes, if any, should be made to current Town ordinances governing such."*

"WHEREAS the Londonderry Town Council recognizes the need to attain an appropriate balance between the desires of responsible gun owners and the desires of the Town's residents wishing to recreate in the Town's conservation areas;"

1. It is hereby Motioned To Recommend to the Town Council:

1. **To restrict shooting in the Musquash and other Town of Londonderry owned conservation lands to any caliber pistol, and only shotgun and muzzleloading firearms that are allowed for hunting. Use of any centerfire rifle, skeet, or trap shooting will be prohibited. The protective shooting radius shall be extended from 300 feet, to twice that distance at 600 feet.**

1. Hunting in the Town of Londonderry is currently subject to rules and regulations as established by the NH Fish and Game Department. As such, Londonderry is part of Wildlife Management Unit (WMU) "M" (Unit M) where special hunting rules apply. It is proposed to restrict the use of firearms in the Musquash to be more reflective of those gauges and calibers that are allowed for hunting. This would reduce noise, limit projectile travel distance, and eliminate all high caliber centerfire rifles:

- From NH Fish and Game: Towns With Special Rules (Londonderry WMU "M"): Deer hunting is allowed only by shotgun, muzzleloading rifle, handguns in calibers .357 Magnum, 10mm Automatic, .41 Remington, .44 Magnum, .45 Long Colt, .480 Ruger or .50 Magnum
- This proposal limits long guns to shotgun and muzzleloading firearms only, thereby drastically reducing travel distance of projectiles (all centerfire high caliber firearms are prohibited)

- Rimfire rifles would be allowed in caliber .22 or .22lr only
- The protective shooting radius currently set by NH RSA207:3-a ("the 300 foot rule") and RSA644:13 ("the compact parts of town rule") would be doubled, increasing the required distance to 600 feet.
- Other rules and regulations would still apply, and unlawful activities still be enforceable per existing NH legislation:
 - NH RSA207:3-a Prohibition "300 Foot Rule" keeping safe distances
 - NH RSA644:13 Unauthorized use of firearms "Compact part of town rule" safe distances
 - NH RSA207:36-b Littering Penalty, target refuse
 - NH RSA207:37-a Negligent Discharge of Firearms, endangerment, property damage
 - NH RSA207:37-b Injuring property or person
 - NH RSA207:37-c Shooting Humans

Musquash Target Shooting Task Force
April 07, 2015

MOTION WATSON 03:
TARGET SHOOTING SEASONS

Pursuant to Town of Londonderry NH RESOLUTION 2014-06(B)

Which resolved to create a Musquash Task Force "*to study and make recommendations on target shooting in the Musquash and other town-owned conservation land,*" and whose purpose and charge is "*tasked with studying the issue of target shooting in the aforementioned areas, and making recommendations to the Town Council as to what changes, if any, should be made to current Town ordinances governing such.*"

"WHEREAS the Londonderry Town Council recognizes the need to attain an appropriate balance between the desires of responsible gun owners and the desires of the Town's residents wishing to recreate in the Town's conservation areas;"

1. It is hereby Motioned To Recommend to the Town Council:

1. **To establish specific target shooting seasons in the Musquash and other Town owned Conservation properties** implemented as follows:

1. Target shooting only, no skeet or trap shooting to be allowed.
2. Target shooting to be restricted to only those specific season dates specified by the Town Council
3. Task Force suggested dates:
 - The last week of every month to be designated as target shooting allowed, except if:
 - The last week of the month season to be prohibited if it coincides with school vacation weeks, or long holiday weekends, when other recreational use is likely to be highest, minimizing overlap of shooters and other users.
 - Target shooting to be allowed coincident with spring Turkey hunting season as defined by NH Fish and Game (approx 4 weeks)
 - Target shooting allowed coincident with fall Turkey hunting season as defined by NH Fish and Game (approx 1 week)
 - Target shooting allowed coincident with deer season as defined by NH Fish and Game (approx 4 weeks)
 - This would allow Target shooting seasons for a total of approximately 21 weeks, spread throughout the year.
4. The implementation of this solution could also incorporate other motion suggestions to limit firearms type by gauge and caliber more reflective of those gauges and calibers allowed for with hunting
5. The implementation of this solution could also include prohibition of all other recreational use during these specific target shooting only seasons, further reducing the overlap of shooters and recreational users.
6. References:

- NH Fish and Game season guidelines weblink:
- http://www.wildlife.state.nh.us/Hunting/hunting_dates_and_seasons.htm
- Typical hunting season dates:

April 25-26, 2015	Youth turkey -hunting weekend
May 3 - May 31	Spring gobbler season (wild turkey)
Starts Sept. 1	Black bear /dates vary for method and WMU
Sept. 2014 - Jan. 2015	Waterfowl /dates vary by species and zone
Sept. 15 - Dec. 15	Deer /archery (Note: archery season closes on Dec. 8 in WMU A)
Sept. 15 - Dec. 15	Fall turkey /archery
Oct. 13 - Oct. 17, 2014	Fall turkey /shotgun (in certain WMUs only); Monday - Friday
Sept. 2014 - March 2015	Small game and furbearers /dates vary by species and region
Oct. 1 - Dec. 31, 2014	Pheasant
Oct. 18 - Oct. 26, 2014	Moose (by permit only)
Oct. 25 - 26, 2014	Youth deer - <u>hunting weekend</u>
Nov. 1 - Nov. 11, 2014	Deer /muzzleloader
Nov. 12 - Dec. 7, 2014	Deer /regular firearms (closes one week early in WMU A, on November 30, 2014)

Musquash Target Shooting Task Force
April 07, 2015

MOTION WATSON 04:
TARGET SHOOTING DURING HUNTING SEASONS
ONLY

Pursuant to Town of Londonderry NH RESOLUTION 2014-06(B)

Which resolved to create a Musquash Task Force "*to study and make recommendations on target shooting in the Musquash and other town-owned conservation land,*" and whose purpose and charge is "*tasked with studying the issue of target shooting in the aforementioned areas, and making recommendations to the Town Council as to what changes, if any, should be made to current Town ordinances governing such.*"

"WHEREAS the Londonderry Town Council recognizes the need to attain an appropriate balance between the desires of responsible gun owners and the desires of the Town's residents wishing to recreate in the Town's conservation areas;"

1. It is hereby Motioned To Recommend to the Town Council:

1. **To allow target shooting in the Musquash and other Town owned Conservation properties only during Turkey and Deer hunting seasons as established by NH Fish and Game, implemented as follows:**

1. Target shooting only, no skeet or trap shooting to be allowed.
2. Target shooting to be restricted to only those specific season dates specified by NH Fish and Game for the following hunting seasons:
 - Spring Turkey - typically most of the month of May (approx. 4 weeks)
 - Fall Turkey - typically the latter half of the month of October (approx 1 week)
 - Deer season for muzzleloader and regular firearms - typically early November to early December (approx. 4 weeks)
 - This effectively allows a total of 9 weeks of Target shooting allowed season, spread between spring and fall.
3. The implementation of this solution could also incorporate other motion suggestions to limit firearms type by gauge and caliber more reflective of those gauges and calibers allowed for hunting
4. The implementation of this solution could also include prohibition of all other recreational use during these specific target shooting only seasons, further reducing the overlap of shooters and recreational users.
5. References:
 - NH Fish and Game season guidelines weblink:
 - http://www.wildlife.state.nh.us/Hunting/hunting_dates_and_seasons.htm
 - Typical hunting season dates:

April 25-26, 2015

Youth turkey-hunting weekend

May 3 - May 31	Spring gobbler season (wild turkey)
Starts Sept. 1	Black bear /dates vary for method and WMU
Sept. 2014 - Jan. 2015	Waterfowl /dates vary by species and zone
Sept. 15 - Dec. 15	Deer /archery (Note: archery season closes on Dec. 8 in WMU A)
Sept. 15 - Dec. 15	Fall turkey /archery
Oct. 13 - Oct. 17, 2014	Fall turkey /shotgun (in certain WMUs only); Monday - Friday
Sept. 2014 - March 2015	Small game and furbearers /dates vary by species and region
Oct. 1 - Dec. 31, 2014	Pheasant
Oct. 18 - Oct. 26, 2014	Moose (by permit only)
Oct. 25 - 26, 2014	Youth deer - <u>hunting weekend</u>
Nov. 1 - Nov. 11, 2014	Deer /muzzleloader
Nov. 12 - Dec. 7, 2014	Deer /regular firearms (closes one week early in WMU A, on November 30, 2014)

Musquash Target Shooting Task Force
April 07, 2015

MOTION WATSON 05:
TARGET SHOOTING ONLY BY HOLDERS OF CURRENT
NH FISH AND GAME HUNTING LICENSES

Pursuant to Town of Londonderry NH RESOLUTION 2014-06(B)

Which resolved to create a Musquash Task Force "*to study and make recommendations on target shooting in the Musquash and other town-owned conservation land,*" and whose purpose and charge is "*tasked with studying the issue of target shooting in the aforementioned areas, and making recommendations to the Town Council as to what changes, if any, should be made to current Town ordinances governing such.*"

"WHEREAS the Londonderry Town Council recognizes the need to attain an appropriate balance between the desires of responsible gun owners and the desires of the Town's residents wishing to recreate in the Town's conservation areas;"

1. It is hereby Motioned To Recommend to the Town Council:

1. **To allow target shooting in the Musquash and other Town owned Conservation properties only by those individuals who possess a valid NH Fish and Game hunting license (or other equivalent firearms safety training as outlined below)**

1. Target shooting only, no skeet or trap shooting to be allowed.
2. Target shooting to be restricted to only those individuals that have completed one of the following:
 - NH Hunter Safety Education - must provide proof of current valid NH Fish and Game hunting license.
 - NRA certified firearms safety training
 - Range officer certification
 - Active law enforcement officers.
 - Or other equivalent safety training that can provide proof of proper knowledge of firearms use in open space areas.

Musquash Target Shooting Task Force
April 07, 2015

MOTION WATSON 06:
MATHES PROPERTY

Pursuant to Town of Londonderry NH RESOLUTION 2014-06(B)

Which resolved to create a Musquash Task Force "*to study and make recommendations on target shooting in the Musquash and other town-owned conservation land,*" and whose purpose and charge is "*tasked with studying the issue of target shooting in the aforementioned areas, and making recommendations to the Town Council as to what changes, if any, should be made to current Town ordinances governing such.*"

"WHEREAS the Londonderry Town Council recognizes the need to attain an appropriate balance between the desires of responsible gun owners and the desires of the Town's residents wishing to recreate in the Town's conservation areas;"

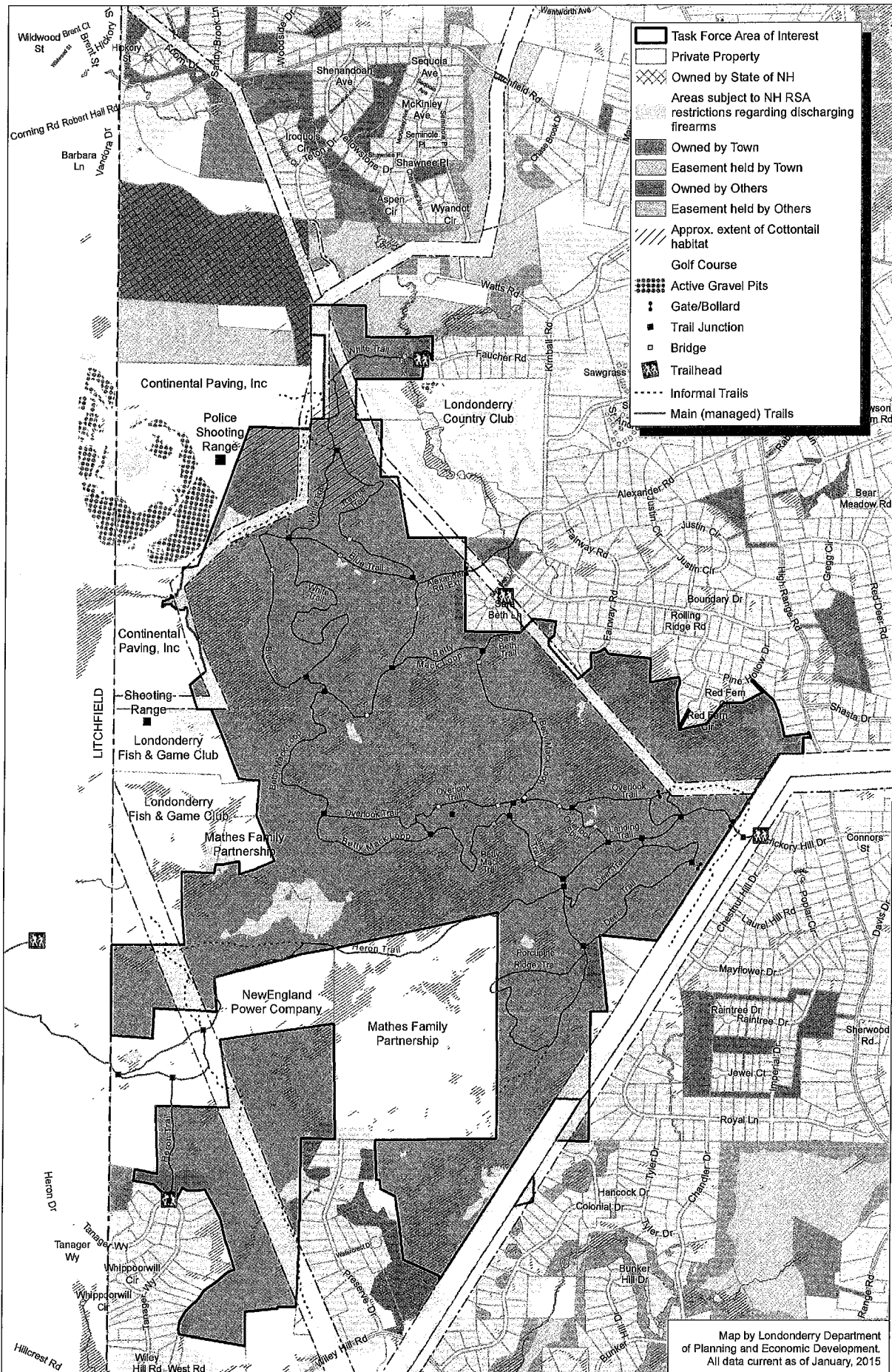
1. It is hereby Proposed To Recommend to the Town Council:

1. **To restrict target shooting in the Musquash to be allowed only on the Mathes Family Ltd Partnership private Property**, implemented as follows:

1. The Mathes Family Ltd Private Partnership parcel, property ID 008 021 0, is 139 acres in the center of the Musquash which is private property, not owned by the Town of Londonderry. As such, it would NOT be governed by town ordinance ban on target shooting in the Musquash.
2. It is herein proposed to confine target shooting in the Musquash only to this property.
3. There is currently only one actively used recreation trail directly through this property, the "Piper Trail" established by the Londonderry Conservation Commission.
4. It is proposed to re-route the Piper Trail, and eliminate it from the Mathes parcel. With no active trail, this would keep this property free from other types of recreational use.
 - Smaller sections of the Heron, and Porcupine trails that only slightly enter the Mathes property would not require re-routing, but could be delineated with signage or flagging.
5. This property has varied hilly terrain, many elevation changes, natural berms, and is densely wooded, offering many safe venues for use of firearms.
6. The property boundary could be signed or flagged to delineate the target shooting allowed property.
7. This is not the establishment or sanctioning of a Town of Londonderry shooting range. It is merely a property designation that attempts to separate lawful responsible target shooting from other recreational use to avoid conflict in a particular area.
8. References: see map "map_6_of_7_restrictions_and_land_-_FINAL.pdf" created by town GIS manager John Vogl.

Londonderry, NH Musquash Area Ownership and Restrictions

0 500 1,000 2,000 Feet



Map by Londonderry Department of Planning and Economic Development. All data current as of January, 2015

Report of the Londonderry Task Force to Study Target Shooting in the Musquash Conservation Area

The Task Force to study Target Shooting in the Musquash and other Town owned Conservation land was established by unanimous vote of the Londonderry Town Council on January 5, 2015. The Council took this action in response to citizen complaints regarding shooting in the Musquash Recreational area.

The Council in its Resolution (2014-06B) observed that for many years recreational shooters and other users have co-existed in the Musquash without incident. The Council further noted that recently and at a public meeting regarding the issue held in October 2014 complaints regarding target shooting were made to the Council and/or Town Manager. They stated that with these complaints, solutions were offered as well. In its charge to this committee the Council considered the need to balance the needs of responsible gun owners and other who use the Musquash as a recreation area. With those caveats the Council established the Task Force to study the issue and make recommendations regarding what, if any, changes should be made to Town Ordinances governing target shooting.

The membership of the Committee was defined by the Resolution and attempted to represent the various stakeholders attendant to the issue. Among those appointed was a member of the Londonderry Fire Department (1), the Londonderry Police Department (1), the Londonderry Fish & Game Club (1), two residents who live adjacent to the Musquash (2), a representative of the Londonderry Trailways (1), a representative of the Conservation Commission (1) and two members from the Londonderry hunting and target shooting community (2). The Committee was chaired by the Londonderry Police Chief, who was a non-voting member.

The Committee met seven times between January and April and held a public session which was publicized to solicit input from any citizen with a concern, solution or opinion about the issue. The meetings were televised, agendas were made public prior to the meetings and minutes were available following approval by the Task Force. During the public session held on March 25th in the Londonderry High School cafeteria, the Committee received public comment and guidance. Approximately fifty people attended; all were given an opportunity to speak, with Londonderry residents speaking first. The majority of those who spoke were generally in favor of some limitation on target shooting in the Musquash.

During the Task Force meetings, the Committee called upon experts including Town Attorney Michael Ramsdell, Deputy Chief of Police Gerard Dussault, Londonderry Police Department Prosecutor Kevin Coyle, GIS Planner/Comprehensive Planner from the Town's Department of Planning and Economic Development John Vogel, among others. Each expert responded to questions, concerns or opinions of the Task Force members.

The Committee adopted certain rules by which they conduct their meetings. As well, the Committee voted unanimously that it would take no action regarding hunting, as that was regulated by State law and beyond the scope and charge of the committee.

All documents from the Task Force were digitized and compiled on portable flash drives for the Council, Town Manager and Task Force members. In addition, all of the documents were made public on-line. Nine motions were made and seconded regarding a recommendation to the Londonderry Town Council. Each was discussed, vetted with our panel of advisors and voted on by the membership. In some cases not all members were present; the vote totals reflect that. All are included in the flash drive file folder marked Motions & Resolutions.

The first motion was made on February 25, 2015 which recommended that the Council ban target shooting in the Musquash or on Town Conservation land unless at a facility approved by the Town Council. The motion passed six-three.

The second motion, Watson 1, was made on March 11, 2015 called for establishing increased Londonderry Police and New Hampshire Fish and Game presence and patrols in the Musquash for a period of one year, at a Limited Special Attention Detail/Patrol level. The motion failed three-four.

On April thirteenth, a total of seven motions were made moved and seconded. The motions were discussed and voted on by the committee. The motions and voting results were as follows:

Watson 2 - Recommended that shooting be limited in the Musquash and any Londonderry owned Conservation Lands to any caliber pistol and only shot gun and muzzle loading firearms that are allowed for hunting. The protective shooting radius shall be extended from 300 feet to twice that distance at 600 feet. The motion failed three-four.

Watson 3 - Recommended that the Londonderry Town Council establish a specific target shooting season in the Musquash and other Conservation owned land. The motion failed three-four.

Watson 4 - Recommended that the Londonderry Town Council limit target shooting during deer and turkey hunting seasons only. The motion failed three-four.

Watson 5 - Recommended to the Londonderry Town Council to allow target shooting in the Musquash and other Town owned Conservation properties only by those who have a valid Fish and Game hunting license or other equivalent firearm license. An amendment was made and seconded to allow target shooting in the Musquash only by those individuals who have a valid New Hampshire Fish and Game hunting license or other safety training after checking in at the police station to inform them of where they will be shooting. Motion to approve the amendment failed three-four. Motion to approve the original motion failed three-four.

Watson 6 - Recommended to the Londonderry Town Council to restrict target shooting in the Musquash and to be allowed only in the Mathes Family Limited Partnership private

property. Following a brief discussion regarding private property concerns, this motion was withdrawn by the moving party.

Watson II - Recommended to the Londonderry Town Council to allow target shooting in the Musquash and other Conservation owned land only during turkey and deer hunting seasons as established by New Hampshire Fish and Game and only by those who have a valid New Hampshire Fish and Game license and have followed a check in procedure (TBD) with the Londonderry Police Department with caliber restrictions equivalent to only those allowed for hunting deer and turkey, no center fire, with an additional allowance for rim fire twenty-two and twenty-two long rifle. The protective shooting radius shall be extended from 300 feet to twice that distance at 600 feet. The motion passed four-three.

Considine 1 - Recommended to the Londonderry Town Council that there would be a firing range at the Town's recycling center with hours consistent to operation with stewardship required, ammo limits and check-in process at the gate. The motion passed six-one.

The Task Force determined that Chief Hart would present the Committee's findings to the Londonderry Town Council and all Task Force members would be available for questions or comment. With that the Committee adjourned, its business having concluded.

Respectfully submitted,

William Ryan Hart, Jr.
Chairman, Musquash Task Force
Edited with assistance from Bonnie McSpirtt