

TOWN COUNCIL AGENDA
December 7, 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.) Kinder Morgan Update
Presented by John Farrell

C. PUBLIC HEARING

- 1.) Presentation by Steven Lewis relative to the purchase and sale of land at 30 Sanborn Rd. for the purpose of constructing Affordable Senior Housing
- 2.) **Ordinance #2013-04 (B)** – An Amendment to the Municipal Code Title VI, Chapter XIII, Ambulance Fees, Collection
Presented by Kevin Smith

D. OLD BUSINESS

- 1.) **FY17 Budget Workshop**

E. NEW BUSINESS

- 1.) **Presentation by Chris Bean, CLD Engineers on Exit 4A**
- 2.) **Order #2015-34** – Expenditure of Maintenance Trust Fund for Various Projects
Presented by Steve Cotton
- 3.) Traffic Plan Update for Upcoming Elections
Presentation by Lt. Ryan Kearney
- 5.) **Ordinance #2015-09** – Relative to the Use of Police Details
First Reading
- 6.) **Resolution #2015-09** – A Resolution Relative to the Amendment to the Municipal Code – Title VI – Town Policy, Chapter XVIII Credit Card Policy
Presented by Doug Smith

F. APPROVAL OF MINUTES

Approval of November 16, 2015 Town Council Minutes

G. OTHER BUSINESS

1. Liaison Reports
2. Town Manager Report
3. Board/Committee Appointments/Reappointment
 - 1.) Resignation of Lynn Wiles from the Planning Board

H. ADJOURNMENT

I. MEETING SCHEDULE

1. Town Council Meeting – **12/21/15** Moose Hill Council Chambers, 7:00PM
2. Town Council Meeting – **01/04/16** Moose Hill Council Chambers, 7:00PM
3. Town Council Meeting – **01/18/16** Moose Hill Council Chambers, 7:00PM
4. Town Council Meeting – **02/01/16** Moose Hill Council Chambers, 7:00PM

J. BUDGET MEETING SCHEDULE

1. Monday, December 14, 2015 – Budget Workshop, 7:00 PM
2. Monday, December 21, 2015 – Town Council Budget Workshop, 7:00 PM
3. Monday, January 18, 2016 – Town Council Budget Workshop, 7:00 PM
4. Thursday, January 21, 2016 – Town Council Budget Workshop, 7:00 PM

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the "Agreement") is made as of the ___ day of August, 2015, by and between Steven Lewis, Incorporated, a New Hampshire corporation with a mailing address of P.O. Box 1358, Atkinson, New Hampshire 03811, its successors and assigns ("Buyer") and the Town of Londonderry, a New Hampshire municipal corporation, with a business address of 268B Mammoth Road, Londonderry, New Hampshire 03053 ("Seller").

WHEREAS, Seller wishes to encourage the construction of "affordable Senior Housing," "affordable" as defined by New Hampshire Finance Authority, by selling said property to Buyer and Buyer wishes to purchase the Property from Seller on the terms and conditions hereof.

NOW, THEREFORE, for good and valuable consideration received, the Buyer and Seller enter into this Agreement on the terms and conditions set forth below.

1. AGREEMENT OF PURCHASE AND SALE

1.01 Purchase and Sale. In consideration of the mutual covenants set forth in this Agreement, the Seller agrees to sell and the Buyer agrees to buy, subject to the terms and conditions hereinafter set forth, certain parcels or tracts of land containing 13.67 acres, more or less, located at 30 Sanborn Road in Londonderry, Rockingham County, New Hampshire, also known as Parcel ID 015-083-2, shown on the plan entitled "Boundary Plan – Lots 83, 84 & 85/ Map 15, Sanborn Road, Londonderry, New Hampshire" attached hereto as Exhibit A and incorporated herein by reference together with all rights in adjacent streets or roads, all riparian rights, all assignments of contracts, leases, rents, security deposits, tax abatements (for the period after the Closing (as defined below)), actions, and other property, rights and interests therein, together with all approvals and permits, architectural plans and relevant studies (collectively the "Property").

1.02 Environmental Review. The purchase and sale shall be in accordance with the terms of this Agreement, but shall not occur sooner than a completion of an environmental review pursuant to 24 C.F.R. 58, and subject to the provisions below.

2. PURCHASE PRICE, DEPOSITS, AND MODE OF PAYMENT

2.01 Purchase Price. The purchase price for the Property (the "Purchase Price") shall be Ten Dollars and 00/100 (\$10.00).

2.02 Purchase Price Payment. The Purchase Price shall be payable at Closing.

3. CLOSING

3.01 Closing. If not otherwise terminated hereby the closing for purchasing the Property pursuant to Section 1 hereof shall occur no later than December 31, 2015 (the "Closing").

4. OBLIGATIONS OF THE PARTIES AT CLOSING

4.01 Seller's Obligations. At Closing, Seller shall deliver to Buyer:

(i) a Warranty Deed (the "Deed") of its interest in the Property in statutory form, conveying clear, record and marketable title in fee simple absolute, such as will be fully insurable with a title insurance company selected by Buyer's lender(s) and qualified to do business in the state where the Property is located, free and clear of all encumbrances, mortgages, liens, easements, agreements, developers agreements, rights, encroachments and restrictions which cannot be released, cleared or discharged at the time of Closing (except those not objected to pursuant to Section 6.05).

(ii) mechanics lien and parties in possession affidavits by Seller, and other forms and affidavits as reasonably and customarily required by Buyer's lender or title insurance company for transactions of this type and nature.

(iii) real estate transfer documents, transfer tax declarations, non-foreign status affidavits and other documents, affidavits, and forms customarily required when transferring property in the state where the Property is located or as reasonably requested by Buyer or its title insurance company.

4.02 Buyer's Obligations. At Closing, Buyer shall deliver to Seller:

(i) the Purchase Price.

(ii) a copy of Buyer's, or its assignee's, vote(s) authorizing resolutions or similar evidence, authorizing the purchase of the Property.

(iii) Buyer to place a 99 year land use restriction on said real estate to require the construction and to guarantee the maintenance of "affordable" age restricted housing. Buyer to provide all necessary documents for real estate transfer and other forms and affidavits customarily required when transferring property in the state where the Property is located or as reasonably requested by Seller.

4.03 Condition at Closing. At Closing (i) the Property will be conveyed in the same condition as the date hereof, reasonable wear and tear excepted; (ii) the title to the Property will be in the same condition as of the date of Buyer's title examination.

5. PRORATIONS; TRANSFER TAX

5.01 Prorations. As of the day of closing.

5.02 Transfer Tax. Buyer shall be responsible for payment of any transfer or similar taxes.

6. DUE DILIGENCE AND CONDITIONS TO CLOSING

6.01 Due Diligence Period. Buyer shall have until 5:00 p.m. of the ninetieth (90th) calendar day after date hereof (the "Due Diligence Period") to undertake at its sole cost and expense: (i) engineering studies and inspections as it deems appropriate; (ii) a soils investigation and inspection as it deems appropriate; (iii) a zoning and use review; (iv) a review of the environmental condition of the Property, and (v) a review of any and all matters, conditions, information and documentation relating to or concerning the Property. If Buyer shall discover or determine prior to the expiration of the Due Diligence Period that it is not satisfied in any way with the status of the Property or the results of any of its due diligence or inspections, Buyer shall have right to terminate this Agreement, and all the parties shall thereafter be released from any further obligations hereunder.

6.02 Permitting. This Agreement is expressly conditioned upon Buyer receiving, obtaining and procuring the issuance of any federal, state or local approvals, licenses, permits, variances, special exceptions, leases, agreements or consents (the "Approvals") necessary from any federal, state or local official, regulatory authority, homeowners or other association having jurisdiction over the Property to operate and maintain elderly affordable housing on the Property (the "Project"). The Buyer shall use commercially reasonable efforts to obtain the Approvals. If Buyer shall discover or determine that it is not able to obtain the Approvals, the Buyer shall have the right to terminate this Agreement and all the parties shall thereafter be released from any further obligations hereunder.

6.03 Title. Buyer shall have until the end of the Due Diligence Period to undertake such title examinations as it deems appropriate, and if it determines that there is any objection to Seller's title rendering it uninsurable or unmarketable, it shall so notify Seller in writing. If Seller is unable to remedy title within a thirty (30) day cure period, then Buyer may either: (i) terminate this Agreement, and both parties shall be discharged from any further liability under this Agreement, or (ii) Buyer may elect to accept such title as Seller can deliver.

6.04 Finding of No Significant Action. The parties acknowledge and understand further that prior to Buyer exercising its rights pursuant to this Agreement and purchasing the Property, that an environmental review must be performed pursuant to 24 C.F.R. 58 or otherwise and Buyer must be granted a Finding of No Significant Impact ("FONSI") or similar clearance from the U.S. Department of Housing and Urban Affairs ("HUD"). The Buyer shall use commercially reasonable efforts to receive the HUD approval(s) specified in this Section. In the event that the Buyer does not receive the FONSI [or similar clearance] by the expiration of the Phase 2 Due Diligence Period, the Buyer may terminate this Agreement and all parties shall thereafter be released from any further obligations hereunder. Buyer agrees that if the Closing does not occur it shall keep all environmental test result information confidential, unless the Buyer is legally required to disclose the same.

7. ACCESS TO PROPERTY/RECORDS/RENTING

7.01 Access. Between the date hereof and the date of Closing, Buyer and Buyer's representatives shall be permitted: (i) access to the Property at reasonable times in order to

conduct any due diligence or inspections it desires as contemplated herein, and (ii) access to Seller's files and records pertaining to the Property. In the course of making such inspections, Buyer shall not unreasonably interfere with Seller's use of the Property or interfere with Seller's records and files. In the event the Closing does not take place as provided herein, Buyer shall at its sole cost and expense restore the Property as nearly as possible to its condition existing prior to the time of said examinations. All engineers and other representatives of Buyer performing such tests and examinations upon the Property shall be adequately insured for public liability and workman's compensation claims.

7.02 Indemnification. Buyer further agrees to indemnify and hold harmless Seller, its agents, officers, employees and affiliates, from any liability, loss, cost or expense for personal injury or property damage resulting directly from, or occurring during, its inspections or other activities on the Property by Buyer or Buyer's designees.

8. REAL ESTATE COMMISSION

8.01 Commission. The parties stipulate that no broker or real estate agent is entitled to a commission from this transaction. Each party agrees to indemnify and hold the other harmless from all loss, cost, damage or expense arising out of or as a consequence of claims for brokerage commissions asserted by third parties whose claim derives from the party required to make indemnification.

9. NOTICES

9.01 Notices. All notices, requests, demands or other communications required by or otherwise with respect to this Purchase and Sale shall be in writing and shall be deemed to have been duly given to any party on the date delivered when delivered personally (by courier service or otherwise), when delivered by facsimile, with a confirming copy sent by overnight mail, or on the date receipt is acknowledged if sent by first-class registered or certified mail, postage prepaid and return receipt requested, in each case to the applicable addresses set forth below; provided that delivery shall be deemed complete when delivered to the address designated below and shall not require actual receipt by the individual to whom the communication's attention has been marked:

If to Seller:

Town of Londonderry
c/o Town Manager Kevin Smith
268B Mammoth Road
Londonderry, New Hampshire 03053

If to Buyer:

Steven W. Lewis
P.O. Box 1538
Atkinson, New Hampshire 03053

IN WITNESS WHEREOF, the parties hereto have set their hands to the written instrument as of the date first above written.

BUYER:

STEVEN LEWIS INCORPORATED

Witness

By: _____
Name:
Title:

SELLER:

TOWN OF LONDONDERRY

Witness

By: _____
Name:
Title:

LEGAL NOTICE

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

- 1.) **Ordinance #2013-04 (B)** – An Amendment to the Municipal Code Title VI, Chapter XIII, Ambulance Fees, Collection

The Public Hearing is scheduled for Monday, December 7, 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

ORDINANCE 2013-04(B)

***AN ORDINANCE RELATIVE TO AN AMENDMENT TO THE MUNICIPAL CODE,
TITLE VI, CHAPTER XIII, AMBULANCE FEES AND THE COLLECTION THEREOF***

First Reading: 11/02/15
Second Reading: 12/07/15
Public Hearing: 12/07/15
Adopted: 12/07/15

- WHEREAS*** the Town of Londonderry provides Emergency Medical Services through its Fire Department; and
- WHEREAS*** the Town charges a fee for said services, which are critical to offsetting the cost of providing said services, and
- WHEREAS*** the Town should adjust our billing rates based on the current rates; and

NOW THEREFORE BE IT ORDAINED by the Town Council of the Town of Londonderry that the Title VI, Chapter XIII of the Municipal Code is hereby amended effective immediately, to authorize the adjustment of billing rates to reflect the annual rate adjustments.

John Farrell, Jr. - Chairman
Town Council

Sherry Farrell
Town Clerk

(TOWN SEAL)

A TRUE COPY ATTEST:
12/07/15

CHAPTER XIII - AMBULANCE FEE SCHEDULE

SECTION I PURPOSE

- A. To establish a process for adjusting charges made for ambulance services and a procedure for collecting fees due the Town.

SECTION II ANNUAL REVIEW

- A. The Fire Department shall:
1. Pursuant to Resolution 2004-18, review the Ambulance Fee Schedule annually and make recommendations for adjustments to a level equal to 140% of rates allowed by Medicare, to the *Finance Director Town Manager*.
 2. Shall exhaust all means available to obtain accurate and complete patient information and data which would assist with the timely billing and collection of fees due.
 3. Adjust billing errors with written notification to the billing company and the Finance Department noting the reason for the adjustment.
 4. Accept Medicare and Medicaid assignments as full payment for services rendered.

SECTION III DELINQUENT ACCOUNTS

- A. Patients and/or the responsible parties, who fail to respond to billing notices within 180 days of the original bill date, may have their delinquent accounts reported to the credit bureau, and further may be subject to collection by a collection agency at the discretion and direction of the Finance Department.

SECTION IV HARDSHIP ABATEMENTS

- A. The Finance and Administration Department is hereby authorized to review and make determinations on hardship abatement requests.

CHAPTER XIII - AMBULANCE FEE SCHEDULE (Cont'd.)

SECTION V FEES

Mileage	Medicare plus 40%	\$9.93
ALS 1	Medicare plus 40%	\$381.88
ALS 1 Emergency	Medicare plus 40%	\$604.63
BLS	Medicare plus 40%	\$318.23
BLS-Emergency	Medicare plus 40%	\$509.17
ALS-2	Medicare plus 40%	\$875.13

Additional Billing Items

Oxygen	\$75.00
IV Service Drugs	\$150.00
Expendable Supplies	\$50.00
Defibrillation	\$150.00
Cardiac Monitor	\$150.00
Airway	\$140.00
Immobilization	\$75.00

~~End of Chapter~~

Presentation by
Chris Bean, CLD
Engineers on Exit 4A

DERRY/LONDONDERRY
Preparation of Supplemental Draft Environmental Impact Statement
Final Environmental Impact Statement & Supporting Studies for I-93/Exit 4A
Phase I Fee Proposal

Prepared by CLD Consulting Engineers

Consultant Positions =>		Project Manager	Senior Traffic Engineer / Planner	Sr. Engineer	Project Engineer	Technician	Technical Typist	TOTAL
		Hours	Hours	Hours	Hours	Hours	Hours	Hours
Task 1 Kickoff Meeting								
Task 1.1	Provide latest Draft EIS (Dec. 2012 to EISRT)	4.00		10.00				14.00
Task 1.2	Respond to CAs and FHWA Comments	46.00	26.00	46.00	18.00	24.00	4.00	164.00
Task 1.3	Send CAs and FHWA Comments to EISRT	4.00		8.00				12.00
Task 1.4	ID EISRT and Set up Meeting	8.00	4.00					12.00
Task 1.5	Meeting Preparation (P&N, West Conn. & Int. Access Study)	12.00	12.00	12.00				36.00
Task 1.6	Attend and Document Meeting	8.00	8.00	8.00			2.00	26.00
Task 1.7	Perform Additional Research	8.00	8.00	8.00				24.00
								0.00
								0.00
Task 2 Base Mapping, Historical, Archaeological, Hazardous Waste, Sensitive Plants and Animal Wildlife Data								
Task 2.1	Meeting Preparation (Current Data and Proposal to Update)	8.00	4.00	24.00				36.00
Task 2.2	Attend and Document Meeting	8.00	8.00	8.00				24.00
Task 2.3	Perform Additional Research	8.00	2.00	16.00				26.00
								0.00
								0.00
Task 3 Traffic and Socioeconomic Data								
Task 3.1	Meeting Preparation (Current Data and Proposal to Update)	8.00	24.00	12.00				44.00
Task 3.2	Attend and Document Meeting	8.00	16.00					24.00
Task 3.3	Perform Additional Research	8.00	16.00					24.00
								0.00
								0.00
Task 4 Air Quality and Noise Data								
Task 4.1	Meeting Preparation (Current Data and Proposal to Update)	4.00	4.00					8.00
Task 4.2	Attend and Document Meeting	8.00	8.00					16.00
Task 4.3	Perform Additional Research	4.00	8.00					12.00
								0.00
								0.00
Task 5 Wetlands and Vernal Pools Data								
Task 5.1	Meeting Preparation (Current Data and Proposal to Update)	8.00	8.00	12.00				28.00
Task 5.2	Attend and Document Meeting	8.00	8.00	8.00				24.00
Task 5.3	Perform Additional Research	8.00	4.00	8.00				20.00
								0.00
								0.00
Task 6 Water Quality Data								
Task 6.1	Meeting Preparation (Current Data and Proposal to Update)	8.00		4.00				12.00
Task 6.2	Attend and Document Meeting	8.00		8.00				16.00
Task 6.3	Perform Additional Research	8.00		4.00				12.00
								0.00
								0.00
Task 7 Additional Meeting as Required (Assume 1)								
Task 7.1	Meeting Preparation (Current Data and Proposal to Update)	8.00	8.00	8.00				24.00
Task 7.2	Attend and Document Meeting	8.00	8.00	8.00				24.00
Task 7.3	Perform Additional Research	8.00	8.00	8.00				24.00
								0.00
								0.00
TOTAL HOURS		226.00	192.00	220.00	18.00	24.00	6.00	686.00
HOURLY RATE		\$170.00	\$155.00	\$125.00	\$100.00	\$90.00	\$60.00	
LABOR TOTAL (Labor, OH, and FF):		\$38,420.00	\$29,760.00	\$27,500.00	\$1,800.00	\$1,920.00	\$360.00	
Subtotal =								\$99,760.00
Total Direct Expenses =								431.25
CLD Consulting Engineer's Proposed Cost:							\$100,191.25	

DERRY/LONDONDERRY
 Preparation of Supplemental Draft Environmental Impact Statement
 Final Environmental Impact Statement & Supporting Studies for I-93/Exit 4A
 Phase I Fee Proposal
 Direct Expenses

Prepared by: CLD Consulting Engineers

Mileage				
<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
Meetings at NHDOT in Concord (Assume 10 at 35 Miles)	350	Miles	0.575	201.25
Site Visits (Assume 10 at 40 Miles)	400	Miles	0.575	230.00
		Miles	0.575	-
		Miles	0.575	-
			Total:	431.25
Tolls				
<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
				-
				-
				-
			Total:	-
Reproductions				
<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
		sf		-
		sf		-
		sf		-
			Total:	-
Postage				
<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
			0.49	-
			0.49	-
			0.49	-
			Total:	-
Accomodations				
<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
				-
				-
				-
			Total:	-
Meals				
<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
				-
				-
				-
			Total:	-
Misc.				
<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
				-
				-
				-
			Total:	-
			CLD Consulting Engineer's	
			Total Direct Expenses:	431.25

DERRY/LONDONDERRY
Preparation of Supplemental Draft Environmental Impact Statement
Final Environmental Impact Statement & Supporting Studies for I-93/Exit 4A
Phase I Fee Proposal

Prepared by: The Louis Berger Group, Inc.

Consultant Positions =>		Project Director	Project Manager	Transportation Manager	TOTAL
		Hours	Hours	Hours	Hours
Task 1	Kickoff Meeting				
	Task 1.1 Provide latest Draft EIS (Dec. 2012 to EISRT)				0.00
	Task 1.2 Respond to CAs and FHWA Comments	4.00	4.00	4.00	12.00
	Task 1.3 Send CAs and FHWA Comments to EISRT				0.00
	Task 1.4 ID EISRT and Set up Meeting				0.00
	Task 1.5 Meeting Preparation (P&N, West Conn. & Int. Access Study)	16.00	36.00	8.00	60.00
	Task 1.6 Attend and Document Meeting	4.00	4.00	4.00	12.00
	Task 1.7 Perform Additional Research	2.00	4.00		6.00
					0.00
					0.00
Task 2	Base Mapping, Historical, Archaeological, Hazardous Waste, Sensitive Plants and Animal Wildlife Data				
	Task 2.1 Meeting Preparation (Current Data and Proposal to Update)	4.00	4.00		8.00
	Task 2.2 Attend and Document Meeting	12.00	4.00		16.00
	Task 2.3 Perform Additional Research				0.00
					0.00
					0.00
Task 3	Traffic and Socioeconomic Data				
	Task 3.1 Meeting Preparation (Current Data and Proposal to Update)	12.00	8.00	12.00	32.00
	Task 3.2 Attend and Document Meeting	4.00	4.00	4.00	12.00
	Task 3.3 Perform Additional Research				0.00
					0.00
					0.00
Task 4	Air Quality and Noise Data				
	Task 4.1 Meeting Preparation (Current Data and Proposal to Update)	4.00	14.00		18.00
	Task 4.2 Attend and Document Meeting	4.00	4.00		8.00
	Task 4.3 Perform Additional Research				0.00
					0.00
					0.00
Task 5	Wetlands and Vernal Pools Data				
	Task 5.1 Meeting Preparation (Current Data and Proposal to Update)	4.00	14.00		18.00
	Task 5.2 Attend and Document Meeting	4.00	4.00		8.00
	Task 5.3 Perform Additional Research				0.00
					0.00
					0.00
Task 6	Water Quality Data				
	Task 6.1 Meeting Preparation (Current Data and Proposal to Update)	4.00	14.00		18.00
	Task 6.2 Attend and Document Meeting	4.00	4.00		8.00
	Task 6.3 Perform Additional Research				0.00
					0.00
					0.00
Task 7	Additional Meeting as Required (Assume 1)				
	Task 7.1 Meeting Preparation (Current Data and Proposal to Update)	2.00	2.00	2.00	6.00
	Task 7.2 Attend and Document Meeting	4.00	4.00	4.00	12.00
	Task 7.3 Perform Additional Research				0.00
					0.00
					0.00
TOTAL HOURS		88.00	128.00	38.00	254.00
HOURLY RATE		\$360.02	\$123.32	\$229.35	
LABOR TOTAL (Labor, OH, and FF):		\$31,681.76	\$15,784.96	\$8,715.30	
Subtotal =					\$56,182.02
Total Direct Expenses =					5,629.00
The Louis Berger Group, Inc.'s Total Proposed Cost:					\$61,811.02

DERRY/LONDONDERRY
Preparation of Supplemental Draft Environmental Impact Statement
Final Environmental Impact Statement & Supporting Studies for I-93/Exit 4A
Phase I Fee Proposal
Direct Expenses

Prepared by: The Louis Berger Group, Inc.

Mileage					
<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>	
Peskesy - 250 miles one-way x 5 meetings	2500	Miles	0.575	1,437.50	
Tidd- 375 miles one-way x 5 meetings	3750	Miles	0.575	2,156.25	
		Miles	0.575	-	
		Miles	0.575	-	
				Total:	3,593.75
Tolls					
<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>	
Peskesy- Geo Wash Bridge, New England Thruway	5	round trip	\$15.75	78.75	
Tidd- NYS Thruway I-88 to MA, MassPike Exit 1- 10	5	round trip	\$11.30	56.50	
				-	
				Total:	135.25
Reproductions					
<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>	
		sf		-	
		sf		-	
		sf		-	
				Total:	-
Postage					
<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>	
			0.49	-	
			0.49	-	
			0.49	-	
				Total:	-
Accomodations					
<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>	
Pesesky for 5 nights and Tidd for 5 nights	10	per night	150	1,500.00	
				-	
				-	
				Total:	1,500.00
Meals					
<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>	
Pesesky for 5 nights and Tidd for 5 nights	10	per day	40	400.00	
				-	
				-	
				Total:	400.00
Misc.					
<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>	
			1	-	
				-	
				-	
				Total:	-
				Total Direct Expenses:	\$5,629.00

DERRY/LONDON DERRY
Preparation of Supplemental Draft Environmental Impact Statement
Final Environmental Impact Statement & Supporting Studies for I-93/Exit 4A
Phase I Fee Proposal

Prepared by: Normandeau Associates, Inc.

Task Descriptions		Consultant Positions =>					TOTAL
		Project Manager / Sr. Prin. Scient.	Senior Traffic Engineer / Planner / Prin. Scient.	Sr. Engineer / Sr. Scientist	Project Engineer / Scientist, IV	Technician / Scientist, III	
Task	Task Descriptions	Hours	Hours	Hours	Hours	Hours	Hours
Task 1	Kickoff Meeting						
Task 1.1	Provide latest Draft EIS (Dec. 2012 to EISRT)	20.00					20.00
Task 1.2	Respond to CAs and FHWA Comments	24.00	3.00		1.00	1.00	29.00
Task 1.3	Send CAs and FHWA Comments to EISRT						0.00
Task 1.4	ID EISRT and Set up Meeting						0.00
Task 1.5	Meeting Preparation (P&N, West Conn. & Int. Access Study)	24.00					24.00
Task 1.6	Attend and Document Meeting	6.00					6.00
Task 1.7	Perform Additional Research	16.00				16.00	32.00
							0.00
							0.00
Task 2	Base Mapping, Historical, Archaeological, Hazardous Waste, Sensitive Plants and Animal Wildlife Data						
Task 2.1	Meeting Preparation (Current Data and Proposal to Update)	8.00			8.00		16.00
Task 2.2	Attend and Document Meeting	6.00			6.00		12.00
Task 2.3	Perform Additional Research	8.00			16.00	16.00	40.00
							0.00
							0.00
Task 3	Traffic and Socioeconomic Data						
Task 3.1	Meeting Preparation (Current Data and Proposal to Update)						0.00
Task 3.2	Attend and Document Meeting						0.00
Task 3.3	Perform Additional Research						0.00
							0.00
							0.00
Task 4	Air Quality and Noise Data						
Task 4.1	Meeting Preparation (Current Data and Proposal to Update)						0.00
Task 4.2	Attend and Document Meeting						0.00
Task 4.3	Perform Additional Research						0.00
							0.00
							0.00
Task 5	Wetlands and Vernal Pools Data						
Task 5.1	Meeting Preparation (Current Data and Proposal to Update)	8.00		16.00			24.00
Task 5.2	Attend and Document Meeting	6.00		12.00			18.00
Task 5.3	Perform Additional Research	8.00		16.00		16.00	40.00
							0.00
							0.00
Task 6	Water Quality Data						
Task 6.1	Meeting Preparation (Current Data and Proposal to Update)	8.00			16.00		24.00
Task 6.2	Attend and Document Meeting	6.00			6.00		12.00
Task 6.3	Perform Additional Research	8.00			16.00	16.00	40.00
							0.00
							0.00
Task 7	Additional Meeting as Required (Assume 1)						
Task 7.1	Meeting Preparation (Current Data and Proposal to Update)	8.00				8.00	16.00
Task 7.2	Attend and Document Meeting	6.00				6.00	12.00
Task 7.3	Perform Additional Research	8.00				16.00	24.00
							0.00
							0.00
TOTAL HOURS		178.00	3.00	44.00	69.00	95.00	389.00
HOURLY RATE		\$160.00	\$135.00	\$110.00	\$85.00	\$70.00	
LABOR TOTAL (Labor, OH, and FF):		\$28,480.00	\$405.00	\$4,840.00	\$5,865.00	\$6,650.00	

Subtotal = \$46,240.00
Total Direct Expenses = 501.50

Normandeau Associates, Inc.'s	
Total Proposed Cost:	\$46,741.50

DERRY/LONDONDERRY
Preparation of Supplemental Draft Environmental Impact Statement
Final Environmental Impact Statement & Supporting Studies for I-93/Exit 4A
Phase I Fee Proposal
Direct Expenses

Prepared by: Normandeau Associates, Inc.

Mileage				
<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
Meetings	300	Miles	0.575	172.50
		Miles	0.575	-
		Miles	0.575	-
		Miles	0.575	-
			Total:	172.50
Tolls				
<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
NH Tolls	10	round trips	2	20.00
ME Tolls	2	round trips	7	14.00
				-
			Total:	34.00
Reproductions				
<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
		sf		-
		sf		-
		sf		-
			Total:	-
Postage				
<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
			0.49	-
			0.49	-
			0.49	-
			Total:	-
Accomodations				
<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
				-
				-
				-
			Total:	-
Meals				
<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
Lunch	2	lunch	10	20.00
				-
				-
			Total:	20.00
Misc.				
<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
GPS Trimble	1	unit	85	85.00
Car Rental	2	days	45	90.00
Misc.	1	unit	100	100.00
			Total:	275.00
			Normandeau Associates, Inc.	
			Total Direct Expenses:	501.50

DERRY/LONDONDERRY			
Preparation of Supplemental Draft Environmental Impact Statement			
Final Environmental Impact Statement & Supporting Studies for I-93/Exit 4A			
Phase 1 Fee Proposal			
	Direct Labor Subtotal	Direct Costs	Total Proposal
CLD Consulting Engineers Project Team			
CLD Consulting Engineers, Inc.	\$99,760.00	431.25	\$100,191.25
The Louis Berger Group, Inc.	\$56,182.02	5,629.00	\$61,811.02
Normandeau Associates, Inc.	\$46,240.00	501.50	\$46,741.50
Subtotal:	\$202,182.02	\$6,561.75	\$208,743.77
Phase 2 Retainer			
CLD Consulting Engineers Project Team			\$200,000.00
Subtotal:			\$200,000.00
GRAND TOTAL:			
			\$408,744
Derry Share			\$204,372
Londonderry Share			\$204,372

Derry-Londonderry, Exit 4A EIS
NHDOT Project Number: 13065
CLD/Towns Project Number 05-0244
Phase I Scope of Work and Phase II Retainer
Towns of Derry and Londonderry
Contract Amendment No. 6
October 21, 2015, Revised November 24, 2015*

Abbreviations

ACOE: US Army Corps of Engineers
CAs: Cooperating Agencies (NHDOT, EPA, NHDHR, NHDESWB)
CLD: CLD Consulting Engineers, Inc.
CLDPT: CLD Project Team (CLD, NAI, LBG, and other subconsultants. NHDOT will serve as Project Administrator as defined in a future 3-way municipal agreement between the NHDOT and the two TOWNS.)
DEVELOPERS: Hyrax Derry Partners and Pillsbury Trust
EIS: Environmental Impact Statement
EISRT: EIS Review Team (Representative(s) from FHWA, NHDOT, TOWNS and CLDPT)
EPA: US Environmental Protection Agency
DEIS: Draft EIS
FEIS: Final EIS
FHWA: Federal Highway Administration
LBG: The Louis Berger Group, Inc.
NAI: Normandeau Associates, Inc.
NEPA: National Environmental Policy Act
NHDESWB: NH Department of Environmental Services Wetlands Bureau
NHDOT: New Hampshire Department of Transportation
NHDHR: NH Division of Historic Resources
NHOEP: NH Office of Energy and Planning
NWR: Northeast Wetland Restoration
P&N: Purpose and Need
RAs: Resource Agencies (NHDESWB, EPA, NHDHR, ACOE)
SNHPC: Southern NH Planning Commission
SGE: Stable Growth Environmental
TOWNS: Towns of Derry and Londonderry

Background

- I. In October 2009, the CLDPT was issued a Notice to Proceed with Contract Amendment No. 4, which involved a substantial update of information in the EIS. The CLDPT worked closely with the TOWNS, NHDOT and FHWA in defining the required scope of work to update the document to take it to the FEIS stage. In February 2011, a Draft FEIS was distributed to the TOWNS, FHWA and CAs for review. FHWA and CAs comments were received and CLDPT was proceeding to address them in the revised draft FEIS, including identifying wetland and vernal pools associated with future development. The

***Retainer funds have been added to allow Phase II services to begin as soon as the scope and costs are approved. These costs will be accounted for in Amendment 7 for Phase II services once the entire scope and costs to complete the FEIS/ROD are identified.**

coordination for this particular resource evaluation was originally anticipated to be completed in a few months; however, the coordination effort extended to over two years as described below.

In April 2011, in response to a request from the EPA, the DEVELOPERS of the lands adjacent to the Connector Road were asked to provide footprint sketches of the proposed development to identify wetland and vernal pool impacts associated with their future development. From the point of their submission of the development footprints, the wetland and vernal pool impacts associated with both the Exit 4A project and the Development, along with the mitigation negotiation process for each set of impacts, have been running simultaneously. The DEVELOPERS have been funding the investigation and research into their mitigation proposals independent of the roadway project. The wetland and vernal pool mitigation development and negotiation process has spanned over two years and involved over six meetings, including additional work requested of the DEVELOPERS to obtain updated wetland mapping in July of 2011. In addition, when a key off-site mitigation property, the Bollinger site in Derry, became unavailable, this resulted in the need to complete an updated off-site search working with RA and TOWNS' officials in spring of 2012. Contract Amendment No. 5 was processed to cover costs associated with completing wetland and vernal pool mapping and subsequent evaluation of mitigation options on a new off-site mitigation parcel requested by and located in Derry, the Caras parcels. In April 2013, tentative agreement was reached with the ACOE, EPA and NHDESWB on a mitigation package for the Exit 4A roadway project, with the only outstanding item being the amount of contribution to the Aquatic Resource Mitigation Fund administered by the NHDESWB. However, the April 3, 2014 the submission of a proposed mitigation package from the DEVELOPERS of the Londonderry South Road 45 acre parcel for the Development project was rejected as insufficient by the RAs, specifically the EPA who indicated the site would not be very good for mitigation, vernal pool protection or creation. EPA also noted it would be a poor site for vernal pool creation (too isolated for long term sustainability), and the overall credit they could give would be very small in relation to the large vernal pool impacts from the project. The DEVELOPERS are investigating other mitigation options, including monetary contributions to the Aquatic Resource Mitigation Fund. Due to this two-year delay, and recognizing that some of the information in the draft FEIS is now over five years old, the FHWA, at an October 13, 2014 meeting with the NHDOT, CLD and NAI determined that a three-phased approach is needed in order to meet legal sufficiency requirements:

- a. Re-evaluate the project's Purpose and Need, the Interstate Access Study, anticipated impacts and the supporting data (recent planned development projects, traffic, noise, wetlands, water quality, Northern Long-Eared Bats, etc.);
- b. Revise the DEIS and re-submit with updates of information as needed and hold a Public Hearing in order to verify the findings of the DEIS based on updated information; and

- c. Complete the FEIS for federal action.
2. In August 2014, all funds for the current CLDPT contract with both TOWNS were fully expended.
3. In August and September of 2014, the TOWNS responded favorably to an offer from the NHDOT to take “administrative control” of the completion of the FEIS, the final design and the construction of the Exit 4A project. The project was estimated to cost approximately \$50M (PE, ROW and Construction) in fiscal year 2015.
4. The NHDOT offered to pursue State and/or Federal funding to cover the overall project costs over the \$10M-maximum contribution from the TOWNS through the update of the 10 year STIP program (2017-2026).
5. The TOWNS will fund the costs for completing the FEIS and issuance of the ROD through their individual \$5M capped commitments. Leftover funds up to the \$5M cap for each Town will be dedicated toward other project costs as outlined by a Municipal Agreement between the Towns and NHDOT. Once the FEIS process and ROD are issued, the NHDOT will take administrative and financial oversight for completion of the design, right of way acquisition, permitting and construction, and coordinate the work with the ongoing I-93 construction program.

Path Forward

1. The CLDPT will be expanded to include Larry Pesesky, AICP and Leo Tidd from LBG to generate the revised Draft EIS and FEIS documents based on updated technical information provided by CLD and NAI (NAI completed this task previously), provide technical management of the EIS update and to facilitate the review meetings and additional meetings as required. The NHDOT will be in administrative charge of the work; and funding for this update process will be provided by the TOWNS as part of their contract with CLD. The CLDPT and each team member’s specialty area will include: CLD (Project Management, Coordination, Project History, Traffic and Highway Technical Services) LBG (EIS Document Production and Meeting Facilitation), NAI (Natural Resources Technical Services), KM Chng (Air/Noise), RKG Associates, Inc. (Socioeconomic), SNHPC (traffic modeling), Preservation Company (Historical) and Victoria Bunker, Inc. (Archaeology).
2. Phase I Proposal, Initial Meetings to Define Scope of Work for preparation of revised DEIS and EIS for Phase II effort: As a result of CLDPT consultations with officials from the TOWNS, NHDOT and FHWA, steps will be taken to re-evaluate the previously prepared draft FEIS in accordance to FHWA’s three-prong approach as quickly and efficiently as possible. A series of meetings are proposed with the EISRT and various CAs, as appropriate. These meetings will be used to discuss the status of the major resource reviews of the FEIS. The CLDPT will present the status of the information,

including the age of the data and responses to comments on the previously prepared February 2011 Draft FEIS as received from the CAs, followed by a recommended approach to update the critical data moving forward. After consensus is reached on the required updating approach, the CLDPT will document the understandings reached by the EISRT and then proceed with developing a scope and cost estimate to complete the agreed-to scope of work for each resource/topic requiring updated information (Phase II). Any change in members of the EISRT will require approval by NHDOT as to the new technical experts for the specialty required. The following meetings are envisioned:

CLD Project Team Phase 1 Tasks

1. Task No. 1: Kickoff Meeting
 - a. Attendees: EISRT and CLDPT.
 - b. Purpose: To outline the steps required to update the DEIS. There will be a series of EISRT meetings with each one focused on a major topic area. Follow-up meetings will be scheduled, as necessary, to verify each topic area has been adequately addressed.
 - c. Documents made available to attendees:
 - 1) Latest working version of the Draft FEIS (December 2012).
 - 2) Draft FEIS comments received from the CAs and FHWA. In some cases comments will be incorporated into the latest version of the document.
 - d. Agenda
 - 1) Introductions and roles.
 - 2) Future meeting topics.
 - 3) Meeting schedule.
 - 4) P&N and Westerly Connection: CLDPT will present the current P&N followed by an overview of new and proposed growth in the area since the time the original analyses were completed that could now be viewed as existing or reasonably foreseeable, such as Woodmont Commons to the west of I-93. The need to adjust the P&N and include the Westerly Connection will be addressed.
 - 5) Interstate Access Study: Present a proposal to update this study.
 - e. CLDPT Tasks: Develop responses to the Draft FEIS comments from the CAs and FHWA and present them to the EISRT. Collaborate with EISRT members to define the scope of work with respect to the P&N, the study of the Westerly Connection and the update of the Interstate Access Study. Tasks include preparation, attendance, facilitation and documentation of the meeting.

2. Task No. 2: Base Mapping, Historical, Hazardous Waste, Archaeological, Sensitive Plants and Animal Wildlife Data
 - a. The existing mapping, resources, as well as the age of all the data, will first be presented. A proposed scope to update the mapping and the resource data will next be presented. Important considerations will be the extent of updating required for each of the six feasible alternatives to ensure the limits and extent of the update are necessary. We understand the NHDOT has data that may suggest that Northern Long-Eared Bats may be in the area. The work necessary to address the bat issue will be discussed and included in the proposed scope of work.
 - b. CLDPT Tasks: Organize, prepare, attend, facilitate and document the meeting. Research available updated information and propose a recommendation to perform the necessary updates.
3. Task No. 3: Traffic and Socioeconomic Data
 - a. Updated parameters will be presented and recommendations made for updating the document. Examples include: utilizing updated 2010 US census data and NHOEP projections and extending the design "future" year from 2030 to 2035 as well as utilization of SNHPC's updated modelling software, as appropriate. Future development assumptions will need to be verified to ensure they are consistent with the latest reasonably foreseeable developments in the project area. A recommended traffic update process will be presented. A key component will be the level of traffic assessment associated with Woodmont Commons, both with and without the "future westerly connection." Socioeconomic data parameters currently in the EIS will be presented along with a proposed scope to update this data as input into the SNHPC traffic model.
 - b. CLDPT Tasks: Organize, prepare, facilitate, attend, and document the meeting.
4. Task No. 4: Air Quality and Noise Data
 - a. The age of the existing information will first be presented. Updated parameters will then be discussed, such as the current NHDOT Noise Policy. A proposal to complete additional analyses will then be presented.
 - b. CLDPT Tasks: Organize, prepare, attend, facilitate and document the meeting. Present the most current information and a proposal to complete the information.
5. Task No. 5: Wetlands and Vernal Pools Data
 - a. A presentation will be made by NAI as well as wetland specialist representatives of the DEVELOPERS, SGE and NWR, who have collected updated information on the undeveloped areas adjacent to the Connector Road. NAI and SGE/NWR have previously collaborated on updating the information. The age of all the data will be shared and proposal to update stale data will be presented.

- b. CLDPT Tasks: Organize, prepare, attend, facilitate and document the meeting.
Develop graphics for presentation at the meeting.
6. Task No. 6: Water Quality Data
 - a. The basis of the existing data and a summary of updated available data will be presented followed by a recommendation to perform updates.
 - b. CLDPT Tasks: Organize, prepare, attend, facilitate and document the meeting.
 7. Task 7: Additional Meeting as Required (Assume 1)
 8. Phase 1 Estimated Fee Proposal (See Attached)
 9. Phase 1 Project Schedule (See Attached)
 10. Phase 2 Scope of Work and Fee Proposal: After completion of Phase 1, a Phase 2 Scope, Cost Proposal and Project Schedule will be developed to produce the Supplemental Draft EIS, take the project through the Public Hearing process and develop the Final EIS. Retainer funds have been added to allow Phase II services to begin as soon as the scope and costs are approved. These costs will be accounted for in Amendment 7 for Phase II services once the entire scope and costs to complete the FEIS/ROD are identified.

Exit 4A EIS
NHDOT Project No. 13065
CLD/Towns Project No. 05-0244
Contract Amendment No. 6
October 21, 2015, **Revised November 24, 2015**
Page - 7

Presented By:

Signature: _____ Date: _____
Christopher R. Bean, P.E.
Project Manager, CLD Consulting Engineers, Inc.

Agreed To By:

Signature: _____ Date: _____
Susan Hickey, Interim Town Administrator, Town of Derry

Signature: _____ Date: _____
Kevin Smith, Town Manager, Town of Londonderry

End of Document

Attachments (Cost Summary, Project Schedule)

DERRY-LONDONDERRY EXIT 4A EIS RE-EVALUATION PROJECT SCHEDULE

Updated: November 24, 2015

Task	2015					2016														
	December					January					February					March				
	1	2	3	4	5	1	2	3	4	5	1	2	3	4	5	1	2	3	4	5
Kick Off Review Meeting (2 weeks after amendment approval followed by weekly meetings until completed.)																				
Base Mapping, Historical, Archaeological, Hazardous Waste, Sensitive Plants, and Animal Wildlife Data Meeting																				
Traffic and Socioeconomic Data Meeting																				
Air Quality and Noise Data Meeting																				
Wetlands and Vernal Pools Data Meeting																				
Water Quality Data Meeting																				
Additional Meeting as Required (Assume 1)																				
Submit Phase 2 Scope and Cost Proposal Meeting																				

● Scheduled meetings.

**STATE/LOCAL PROJECT AGREEMENT
FOR
DERRY-LONDONDERRY- EXIT 4A**

STATE PROJECT #: 13065
FEDERAL PROJECT #: IM-0931(201)

STATE VENDOR #: 177927
DERRY VENDOR #: 177379
LONDONDERRY VENDOR #: 177430

THIS AGREEMENT, executed in *triplicate*, is made and entered into this ____ day of _____, 2015, between the NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION, hereinafter called the DEPARTMENT, and the TOWN OF LONDONDERRY hereinafter called "LONDONDERRY", and TOWN OF DERRY hereinafter called "DERRY".

WITNESSETH that,

WHEREAS, LONDONDERRY and DERRY have commenced, as a municipally managed effort, an Environmental Impact Statement (EIS) for the construction of a new Exit 4A on Interstate 93 approximately 1 mile north of the existing Exit 4, the project including as presently proposed a new diamond interchange with I-93, approximately one mile of new connector roadway to the east of I-93, and reconstruction and improvement along approximately 1.6 miles of existing Town roadways (North High Street, Folsom Road, Tsienneto Road) from the new Connector easterly to NH 102, with a present total budget estimate of \$53,500,000 (hereafter called the PROJECT);

WHEREAS the DEPARTMENT is progressing the final design and construction for the Interstate 93 infrastructure improvements from Salem to Manchester as outlined in the State Ten Year Transportation Improvement Program (STIP);

WHEREAS, LONDONDERRY and DERRY have each committed funding of \$5,000,000 for a total of \$10,000,000 towards the Exit 4A PROJECT;

WHEREAS, LONDONDERRY and DERRY have requested that the DEPARTMENT assume administrative responsibility and management for completing the Final Environmental Impact Statement (FEIS).and, following approval of the FEIS, for the DEPARTMENT to assume full responsibility for the permitting, design, Right-of-Way acquisition and construction of the Exit 4A PROJECT in accordance to the STIP;

WHEREAS, the DEPARTMENT is willing to assume the above responsibilities; and

WHEREAS, LONDONDERRY and DERRY desire to cooperate with the DEPARTMENT in accomplishing the PROJECT;

NOW, THEREFORE, in consideration of the above premises and in further consideration of the agreements herein set forth by and between the parties hereto, and to clearly define expectations responsibilities among the parties, it is mutually agreed as follows:

I. DUTIES AND RESPONSIBILITIES OF THE DEPARTMENT, AND LONDONDERRY AND DERRY:

- A. The DEPARTMENT shall assume administrative control and management of the engineering and environmental work necessary to complete the Final EIS.
- a. The DEPARTMENT will oversee the development of a phased scope of work, in conjunction with Federal Highway Administration (FHWA) to complete the FEIS;
 - b. DERRY and LONDONDERRY will either extend the existing design contract with CLD Consultant Engineers, Inc. or enter a new Qualification Based consultant design contract to complete the FEIS scope of work as noted above;
 - c. The DERRY and LONDONDERRY design consultant will work under the direct authority of the DEPARTMENT. Consultant invoicing will be submitted to the DERRY and LONDONDERRY for approval and payment with copies forwarded to the DEPARTMENT. This should not be construed to mean or imply that the DEPARTMENT is entering into a contract with the Town's contractors or subcontractors;
 - d. The DEPARTMENT will develop a review and reporting framework to keep DERRY and LONDONDERRY informed on progress. This framework will be reviewed with DERRY and LONDONDERRY for input prior to finalization. It is understood that the framework may need to change over time. All changes will be coordinated by the DEPARTMENT through DERRY and LONDONDERRY in writing;
 - e. DERRY and LONDONDERRY will offer commentary and input on the revisions of the draft EIS, issuances of the FEIS and review of the Record of Decision (ROD). The DEPARTMENT will consider all input but has ultimate approval authority; and
 - f. This AGREEMENT will be revisited upon completion of the FEIS process and updated in writing, if needed, to facilitate completion of the final phases of the PROJECT.
- B. Upon completion of the FEIS and issuance of ROD by FHWA, the DEPARTMENT will take full control of the final design engineering, permitting, right-of-way acquisition and financial management of the PPROJECT. This includes contracting consultants in accordance with the DEPARTMENT's consultant selection process to complete the final design and making all decisions during the final design, utility coordination, right-of-way acquisition and construction consistent with the DEPARTMENT's practices and in compliance with the requirements of the FEIS and ROD for the PROJECT. All right-of-way acquisitions will be in the name of the State of New Hampshire.
- C. The DEPARTMENT will endeavor to keep DERRY and LONDONDERRY involved in the final design of the PROJECT through an advisory committee. DERRY and LONDONDERRY agree to assign Town employees to this committee in an effort to provide direct input and communicate progress to the Towns. The advisory committee will focus their efforts on sections of the PROJECT that involve Town roads in an effort to garner full municipal support for the PROJECT.
- D. Upon completion of construction for the PROJECT, DERRY and LONDONDERRY will assume full maintenance responsibilities of the connector road outside of the immediate influence of the Exit ramps (further details below). The DEPARTMENT would assume full responsibility of maintenance of the overpass bridge and Exit ramps within the limits (by extension) of the Limited Access Right-of-Way (LAROW) except for winter maintenance of any sidewalks constructed within

these limits.

- a. DERRY and LONDONDERRY shall provide or cause to provide for both the maintenance of the PROJECT during construction and subsequent maintenance of all PROJECT elements outside of the LAROW, together with the maintenance of all sidewalks, which includes winter snow and ice removal in accordance with the requirements of 23 CFR 1.27 and 28 CFR 35.133, once final completion and acceptance of the construction under this AGREEMENT.
 - b. Should operational adjustments be necessary once the improvements completed under this PROJECT, DERRY and LONDONDERRY agree that no changes will be made without prior written approval of the DEPARTMENT and the Federal Highway Administration.
- E. The DEPARTMENT shall submit monthly invoices to DERRY and LONDONDERRY for reimbursement of its share of all DEPARTMENT costs required to administer the PROJECT including DEPARTMENT labor, overhead and indirect costs and the amounts paid to engineering, environmental and/or right-of-way consultants and construction contractors for the performance of the work set forth in Section II of this AGREEMENT. The invoice structure shall include details of work completed consistent with the Scope of Work as defined in the Application, as well as backup information to support the charges. The DEPARTMENT shall certify that the invoices properly represent payment for work that has been completed and paid for by the DEPARTMENT.
- F. The DEPARTMENT will be responsible for the management and operation of these facilities throughout the duration of construction of the PROJECT. DERRY and LONDONDERRY delegates to the DEPARTMENT the authority to control traffic in the construction zones along the town roads of this PROJECT.
- G. The DEPARTMENT is required to maintain all PROJECT and financial records pertinent to the development of the PROJECT for three (3) years beyond the date of the DEPARTMENT's final voucher.
- H. DERRY and LONDONDERRY shall defend, indemnify and hold harmless the DEPARTMENT and its officials, agents and employees from and against any and all claims, liabilities or suits arising from (or which may be claimed to arise from) any act or omission of DERRY and LONDONDERRY or its subcontractors in the performance of this AGREEMENT. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State of New Hampshire or the DEPARTMENT, which immunity is hereby reserved. This covenant shall survive the termination of this AGREEMENT.
- I. Non-Discrimination: DERRY and LONDONDERRY agree that it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d—2000d-4 (referred to as the ACT), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, US Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Non-discrimination in Federally-Assisted Programs of The Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964" (referred to as the "REGULATIONS"), the Federal-aid Highway Act of 1973, and other pertinent directives, to the end that no person shall on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the PROJECT receives Federal financial assistance extended by the State of New Hampshire. This AGREEMENT obligates DERRY and LONDONDERRY for the period during which Federal financial assistance is extended.

- J. If either DERRY OR LONDONDERRY shall commit a material default of this AGREEMENT that affects the ability of the DEPARTMENT to complete the PROJECT, the defaulting municipality shall be required to reimburse the DEPARTMENT for the funds expended from the Federal Highway Trust Fund under this PROJECT.
- K. The DEPARTMENT shall use its best efforts to obtain authorization of funds for the PROJECT from the Federal Highway Administration once included in the State's Ten Year Transportation Improvement Plan.

II. PROJECT FINANCIAL RESPONSIBILITIES OF DEPARTMENT, AND LONDONDERRY AND DERRY:

- A. LONDONDERRY and DERRY agree to pay one hundred percent (100%) of PROJECT costs for the engineering and environmental work necessary to complete the Final EIS and issuance of the ROD as described in Paragraph 1-A, including both the TOWNS' consultant engineering costs and DEPARTMENT incurred costs. Consultant engineering costs will be in accordance with LONDONDERRY and DERRY's contractual arrangement. The DEPARTMENT's Preliminary Engineering, Right of Way, and Administrative (Indirect) costs for management and oversight of the PROJECT will be billed directly to LONDONDERRY and DERRY, equally distributed at 50% of the costs each.
- B. The DEPARTMENT shall submit progress invoices on a monthly basis to LONDONDERRY and DERRY seeking reimbursement of the amounts paid for the management and oversight. Payment shall be remitted to the DEPARTMENT within 30 days of the invoice date. The invoice structure shall include details of backup information to support the charges. The DEPARTMENT shall certify that the invoices properly represent payment for work that has been completed and paid for by the DEPARTMENT.
- C. LONDONDERRY and DERRY shall advise the DEPARTMENT of the consultant engineering costs incurred for overall PROJECT cost tracking on a monthly basis.
- D. That the maximum amount of funding that LONDONDERRY and DERRY will be responsible for on this PROJECT is \$5,000,000 each for a total combined contribution of \$10,000,000, excluding relocations of town owned utilities within State maintained roadways in accordance with the DEPARTMENT's utility policy. As of the effective date of this Agreement, each of LONDONDERRY and DERRY already has contributed \$1,700,000 toward its total maximum \$5,000,000 contribution.
- E. Upon completion of the FEIS and issuance of the ROD by FHWA, the DEPARTMENT shall assume all PROJECT responsibilities going forward. All remaining municipal funds, up to the \$5,000,000 cap for each Town, shall be used on the PROJECT. Any remaining municipal funds shall be directed for use with the following priority until all municipal funds are exhausted:
 - a. Engineering Costs
 - b. Construction on municipal roadway sections
 - c. Other general construction costs
- F. As the PROJECT is finalized and should the scope of the project result in costs exceeding the amount budgeted, the DEPARTMENT, LONDONDERRY and DERRY agree to review PROJECT costs for consideration of additional funding needs and determination of appropriate funding sources. Neither LONDONDERRY nor DERRY shall be responsible for funding in excess of \$5,000,000 each for a total combined contribution of \$10,000,000 without its express written authorization prior to the costs being incurred. Neither the DEPARTMENT nor the Federal Highway Administration will be responsible for any expenses or costs incurred by DERRY and

LONDONDERRY under this AGREEMENT in excess of the above amounts unless the DEPARTMENT expressly authorizes additional funding prior to the work being performed.

- G. This AGREEMENT is contingent upon the appropriation of sufficient funds from the State of New Hampshire Legislature and/or the Federal Highway Administration. If sufficient funds are not appropriated, the DEPARTMENT may terminate this AGREEMENT upon thirty (30) days' written notice to LONDONDERRY and DERRY. Such termination shall relieve the DEPARTMENT and LONDONDERRY and DERRY from obligations under this AGREEMENT after the termination date.

IV. IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE DEPARTMENT AND THE PROJECT SPONSOR:

- A. That DERRY and LONDONDERRY will not incur any PROJECT costs nor enter into any agreement with any third party, including but not limited to consultants, contractors, or engineers until such time that it receives a written notice to proceed from the DEPARTMENT to do so.
- B. That this AGREEMENT is contingent upon approval through the Governor and Executive Council.

**NEW HAMPSHIRE DEPARTMENT
OF TRANSPORTATION**

By: _____
Commissioner
Department of Transportation

TOWN OF LONDONDERRY

By: _____
Title: Town Manager

TOWN OF DERRY

By: _____
Title: Town Administrator

ORDER #2015-34
An Order Relative to
EXPENDITURE OF
MAINTENANCE TRUST FUNDS FOR VARIOUS PROJECTS

Reading: 12/07/2015

Adopted: 12/07/2015

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 \$4,553.50 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 \$4,553.50 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:
12/07/2015

**Expendable Maintenance Trust TC Order Request
for Town Council Meeting *12/07/15***

Description	Vendor	Amount
<u>Plumbing Repairs - South Fire Station</u> The following repairs were made at South Fire, rebuilt flush valve on entrance restroom, replace hot water mixing valve in hot water system, cleaned clogged shower heads, and snaked trough drains in apparatus bay. This EMTF request is for the labor and materials for these repairs.	Sloan and Nolan - Invoice # TOL-16	\$ 670.00
		\$ 670.00
<u>No Heat - South Fire Station</u> Emergency Sunday service call for no heat at South Fire Station. Due to a control issue, the technician was able to get temporary heat by installing temporary thermostats on two of the boilers. This EMTF request is for the labor and materials to get temporary heat going in the building. The control company was brought in during normal business hours to isolate and repair the issue in the controls. The temporary thermostats have been disabled and the system is back running via the control logic.	SAM Mechanical - Invoice #2015847	\$ 577.50
		\$ 577.50
<u>No Heat - South Fire Station</u> As stated above SAM Mechanical Invoice #2015847, ENE was brought in to review why the controller was not allowing the heat to come on. This EMT request is for the labor to troubleshoot and repair the fault causing the no heat issue.	ENE Systems - Invoice #63	\$ 750.00
		\$ 750.00
<u>Heat Circulator Pump - North Fire Station</u> The heat circulator pump was noisy and very hot to the touch, after further review the bearings were starting to fail. This EMTF request is the cost of rebuilding of the circulator pump, and labor to remove, and re-install the rebuilt circulator pump. FYI, a new pump would have cost over \$1,000.00 along with a 10 day lead time, the rebuild of the pump was \$495.00 and 24 hour turn around time. The warranty period for this pump had expired.	SAM Mechanical - Invoice #2015846	\$ 875.00
		\$ 875.00
<u>CO Detector Logic Controller - North Fire Station</u> On the apparatus floor there is a CO detector control system that is tied into the HVAC system. In the event, the detector detects an incident, it will turn off the HVAC in the bay, and turn on the bay exhaust fan. After troubleshooting the system, the main logic board was defective. This EMTF request is for the labor, materials & testing of the CO detector system. The warranty period for the controller board has expired.	Longchamps - Quote 11/23/2015	\$ 1,331.00
		\$ 1,331.00
<u>Front Steps - Leach Library</u> The joints in the granite front steps at the library required repair due to the mortar breaking up overtime, and allowing water to get underneath the slabs. This EMTF request is for the materials/labor to repair the joints in the front steps.	Craig Drouin - Invoice #20151102	\$ 350.00
		\$ 350.00
Total Town Council EMTF Order		\$ 4,553.50

Steve R. Cotton
Town of Londonderry
Administrative Support Coordinator
268B Mammoth Road
Londonderry, NH 03053
603-432-1100 x119
FAX (603) 432-1128

ORDINANCE 2015-09

AN ORDINANCE RELATIVE TO THE USE OF POLICE DETAIL

First Reading: 12/07/15
Public Hearing: 12/21/15
Adopted: 12/21/15

WHEREAS The Town of Londonderry has a duty and obligation to ensure the safety and security of its residents, property owners, and visitors to the Town; and

WHEREAS The Chief of Police, as the chief law enforcement officer for the Town, has the discretion and authority to assign police details;

NOW THEREFORE BE IT RESOLVED by the Londonderry Town Council that the following language be added to Title II, Chapter III of the Londonderry Municipal Code:

- I. Any person desiring to conduct an event on Town property or upon a public way shall make application for police attendance at that function. Any person who conducts an event on public property or upon a public way without first making application for police attendance at that function is guilty of a violation.
- II. The Chief of Police or his/her designee shall examine applications for police attendance at events on public property or upon a public way and determine if such attendance is necessary. If the Chief of Police decides police attendance is necessary, he shall detail one or more police officers to attend, whose services shall be paid for by the applicant.
- III. The Chief of Police shall have the authority to assign police details to attend any public meetings or functions or activities upon a public way which he determines may potentially:
 - (a) Involve traffic-related problems; or
 - (b) Lead to a public disturbance or public nuisance; or
 - (c) Endanger public health, safety or welfare.
- IV. The applicant or sponsor of any public meeting or function may be charged for the services of any police officers that may be detailed or assigned to that meeting or function, unless charges authorized by this section for the services of a police officer are waived by the Chief of Police when in his judgment such authorization does not conflict with an existing local ordinance or policy.

- V. Anyone violating a provision of this Ordinance 2015-09 shall be guilty of a violation. A person's first violation of this Ordinance shall be punishable by a fine of not less than two hundred fifty dollars (\$250.00). A second violation shall be punishable by a fine of not less than five hundred dollars (\$500.00). A third violation shall be punishable by a fine of not less than one thousand dollars (\$1,000.00).

John Farrell, Chairman
Town Council

(TOWN SEAL)

Sherry Farrell
Town Clerk

A TRUE COPY ATTEST:
12/21/2015

RESOLUTION 2015-09

A Resolution Relative to the
***Amendment to the Municipal Code - Title VI - Town Policy,
Chapter XVIII Credit Card Policy***

First Reading: 12/07/15
Second Reading: Waived
Adopted: 12/07/15

WHEREAS the Town Council is desirous of maintaining its policies and municipal code through periodic update as administrative conditions require; and,

WHEREAS the Town Council wishes to amend said code to be consistent with State law, the Town Charter, and current administrative policy; and,

WHEREAS the Town Council is desirous of updating the Credit Card Policy most recently amended by Resolution 2012-10, dated August 20, 2012, including changing the chapter's title to "Purchasing Card Policy";

NOW THEREFORE BE IT RESOLVED by the Londonderry Town Council that the Municipal Code, Title VI - Town Policy, Chapter XVIII, Purchasing Card Policy, a revised copy of which is attached, is hereby adopted.

John Farrell - Chairman
Town Council

(TOWN SEAL)

Sharon Farrell - Town Clerk/Tax Collector

A TRUE COPY ATTEST:

12/07/2015

CHAPTER XVIII - PURCHASING CARD POLICY

SECTION I PURPOSE

- A. To establish the Policy and Procedures for the use of Town Purchasing Cards (P-cards) by department heads or their designee. These procedures are intended to accomplish the following:
1. To ensure that the procurement with P-cards is accomplished pursuant to the policy and procedures established by the Town Council.
 2. To enhance productivity, significantly reduce paperwork, improve internal controls and reduce the overall cost associated with approved purchases as listed below.
 3. To ensure appropriate internal controls are established within each department procuring with P-cards so that they are used for authorized purposes only.
 4. To ensure that the Town bears no legal liability from inappropriate use of P-cards.
 5. To discourage the use of personal credit cards for the purchase of Town goods or services.

SECTION II SCOPE

The Town Manager will make all decisions regarding the issuance of individual cards and the establishment of any and all additional controls of their use. The limit on each card shall be determined by the Finance Director in accordance with individual department needs.

SECTION III AUTHORITY

This policy is authorized under Article 4, Section 4.6 of the Charter of the Town of Londonderry, New Hampshire.

SECTION IV EFFECTIVE DATE

This policy shall be effective immediately.

CHAPTER XVIII - PURCHASING CARD POLICY (Cont'd.)

SECTION V POLICY

- A. P-cards may be used for the payment of all invoices submitted to a department where the vendor accepts credit cards as a form of payment, and this is the preferred method of payment by the Town. All invoices/purchases are subject to the Town's purchase order policy and the p-card may not be used in lieu of a purchase order if one is required by that policy.
- B. The P-card will not be used for personal purchases of any kind. Use of P-cards for personal purchases or expenses with the intention of reimbursing the Town is prohibited.
- C. Use of the P-card for meals is limited to travel while on company business. Meal receipts must include item detail. Meals to promote goodwill or to boost morale are prohibited. There will be no charges allowed for alcohol or entertainment.
- D. Department heads are required to authorize payment of the charge on their detailed receipt. This includes charges made by any designated individual.
- E. No cash advances (ATM, traveler's checks, money orders, etc.) are allowed using the P-card.
- F. Payment of merchant's invoices may be made by the Finance Director or his/her designee. The Finance Director or his /her designee may pay Department Head approved invoices directly to the merchant, so long as the merchant accepts P-card payment transactions. This would include transactions placed over the phone, or through the merchants secure web-site. When transactions are placed over the phone, a detailed receipt must be requested at the time of purchase for back-up of the charge. A detailed printout of any purchase made through a merchant's web site must be obtained and included with any email confirmation sent from the merchant at the time of purchase. Any packing slips should be turned into the Accounts Payable Clerk when available.
- G. All purchases made with P-cards shall be paid for within the grace period so that no interest charges or penalties will accrue.
- H. Any incentive program benefits derived by the use of Town P-cards will be the property of the town. The Town Manager will determine the use of such incentive program benefits.
- I. All cardholders should take all measures necessary to ensure the security of the P-card and the card number.
- J. Lack of proper documentation or authorizations may result in loss of P-card privileges and/or personal liability.
- K. Misuse of a Town P-card by an authorized employee may result in loss of the credit card and/or disciplinary action against the employee, up to and including termination of employment.
- L. The cardholder will provide all information required by the financial institution issuing the card in order to receive a Town P-card, including social security information as required by the Federal Patriot Act.

CHAPTER XVIII - PURCHASING CARD POLICY (Cont'd.)

SECTION VI

PROCEDURE (Cont'd.)

- E. The Finance Department will reconcile the P-card statement to the receipts forwarded by the departments making purchases as ***an independent reviewer***. Exceptions will be forwarded to the department involved for resolution. The Finance Department will verify the general ledger code designated for the transactions and will adjust, if necessary.
- F. It is the cardholder's responsibility to submit the receipts and other documentation within the time frame stated above. If the information is not submitted in a timely manner, the department that has not submitted the information will be responsible for the interest and/or late charges accrued for the entire monthly Town statement.
- G. If a P-card is lost or stolen it shall be reported to the card issuing bank immediately after discovery. ***The Finance Department should also be contacted and as soon as possible, and they will contact the bank and file the appropriate paperwork with the Police Department if necessary.***
- H. Upon separation of employment, cardholders shall surrender their town P-card to the Finance Department on or before their last day of work and prior to issuance of final compensation to the cardholder.

SECTION VII AUDITS

Random audits may be conducted for both card activity and receipt retention as well as statement review by the Finance Department. The detailed activity is also reviewed annually by the town's independent auditing firm.

SECTION VIII APPENDIX

Agreement to Accept Town Purchasing Card (follows).

**ADMINISTRATIVE REGULATION
AGREEMENT TO ACCEPT TOWN PURCHASING CARD**

I, hereby acknowledge receipt of a Town of Londonderry Purchasing Card, number _____.

As a Cardholder, I agree to comply with the terms and conditions of this Agreement and the applicable provisions of Title VI, Chapter XVIII, Purchasing Card Policy, as may subsequently be revised. I acknowledge receipt of the Policy and I have read and understand its terms and conditions. I understand the Town of Londonderry is liable to the financial institution for all charges made by me.

As the holder of this purchasing card, I agree to accept responsibility for the protection and proper use of this card as outlined in the regulations. I understand that the Town WILL audit the use of this purchasing card. I understand that I am responsible for retaining all receipts for processing to the Finance Department and that failure to provide receipts may result in personal liability. I understand that I CAN NOT use the purchasing card for personal use even if the intent is to reimburse the Town. I understand the use of the card does not circumvent the Town’s Purchasing Policy.

I further understand that improper use of this purchasing card may result in disciplinary action, up to and including TERMINATION of employment and in accordance with applicable Collective Bargaining Agreement and/or Town Personnel Policy. I also agree to allow the Town of Londonderry to collect any amounts owed by me even if I am no longer employed by the Town. If the Town initiates legal proceedings to recover amounts owed by me under this Agreement, I agree to pay all legal fees incurred by the Town in such proceedings.

I understand the Town may terminate my rights to use this purchasing card at any time for any reason. I agree to return the credit card to the Town of Londonderry immediately upon request or upon termination of employment.

Cardholder

Date

Department Head Authorization (If
cardholder is designee)

Date

Town Manager

Date

~~End of Chapter~~

LONDONDERRY TOWN COUNCIL MEETING MINUTES

1
2 **November 16, 2015**

3
4 The Town Council meeting was held in the Moose Hill Council Chambers, Town Hall, 268B Mammoth Road, Londonderry,
5 NH.

6
7 Present: Chairman John Farrell; Vice Chairman Jim Butler; Councilors Tom Freda and Tom Dolan; Town Manager Kevin
8 Smith; Executive Assistant Kirby Wade; Absent; Councilor Green

9
10 **CALL TO ORDER**

11
12 Chairman Farrell opened the meeting with the Pledge of Allegiance. This was followed by a moment of silence for the
13 victims of the France terrorist attacks and all those families involved. Also for all the men and women who serve us here and
14 abroad and all first responders and the men and women who serve us here and abroad.

15
16 **PUBLIC COMMENT**

17
18 Londonderry Fire Chief Darren O' Brien introduced the new Londonderry Firefighters. Chief O'Brien stated two of the three
19 new firefighters are a result of the Warrant Article passed last March and one was due to fill a position of someone who
20 retired.

21
22 Bob Steenson, 3 King Henry Drive, stated that he has a couple of printouts. {See attached} Steenson stated that he thinks it
23 would be an awesome idea if the Town can try to obtain one of the artifacts from the 9/11 site in New York City. Steenson
24 stated that he believes it would be beneficial to the Town and the whole community. Steenson stated that he doesn't know
25 how much it would cost or what is available. Chairman Farrell asked Chief O'Brien if the Town sent any members to 9/11 to
26 help out. Chief O'Brien stated yes. There is one member who is still employed with the Town as well. Chairman Farrell
27 stated that we should reach out to that member and figure out what the process is to obtaining an artifact. Vice Chairman
28 Butler stated that he believes the Town of Hudson has a piece. Chief O'Brien stated that he will reach out to surrounding
29 Town's to see how they went about obtaining the pieces.

30
31 **PUBLIC HEARING**

32
33 NONE

34
35 **OLD BUSINESS**

36
37 Chairman Farrell opened up the budget workshop. Councilor Freda stated that eighty percent of this stuff can't be changed so
38 why is it worth discussing tonight. The Council discussed upcoming plans and budgeting for the Town Common.

39
40 The Council discussed the Police Department making a presentation at the December 7th Town Council meeting regarding a
41 new traffic plan for Election Day in Londonderry.

42
43 Mike Speltz, 18 Sugar Plum Lane, stated that Master Plan Implementation Committee has come up with tasks and picked out
44 six things that we should give priority to. Speltz stated that he is here to advocate on moving forward with two things that are
45 important. One thing that is being recommended is a comprehensive study of water supply, both quality and quantity and

LONDONDERRY TOWN COUNCIL MEETING MINUTES

46 sewer capacity. The water study that was done is now a quarter of a century old and it's time to update it. Speltz stated that he
47 doesn't believe there is anything about those two issues in the budget and they don't qualify as a CIP project because they're
48 not one hundred thousand dollars. Speltz stated that as the Town finds money under the default, he hopes that the Council
49 will consider moving on those and not deferring it another year. Public Works Director Janusz Czyzowski stated that we are
50 currently doing a sewer study so we are not behind.

51
52 Roger Fillio, 3 Hampshire Lane, stated that it was discussed to have skating in the Town Common and it is an important
53 matter. If we put a skating rink in it would add to the Town. The second issue is parking. It was mentioned that the church
54 parking is useable and if there is an understanding with the church. Chairman Farrell stated that the Town owns the Lions
55 Hall so that parking lot is useable. Chairman Farrell stated that the Town has had a long term understanding with the Church
56 and it has never been an issue.

57
58 There was no further discussion about the budget.

59

60 NEW BUSINESS

61

62 Town Manager Kevin Smith gave an update on the Town Forest. Smith stated that if we are going to put the management of
63 the area adjacent to the Town Common, it will have to be put on a warrant article to be voted on by the voters. Smith stated
64 that looking at all of the research there was no document found that designated this area a Town Forest. There was a warrant
65 article from 1985 that talks about the Conservation Commission having management authority over town owned forested
66 land and receiving the financial benefits of said "forest(s)", but nothing ever designating it a Town Forest. Smith stated that it
67 will still require a warrant article to put it under the Town Manager. Vice Chairman Butler motioned for Town Manager
68 smith to draft a warrant article. Chairman Farrell gave direction to Town Manager Smith to do so.

69

70 Chairman Farrell introduced Order #2015-32, an Order relative to the distribution of Fire Equipment Capital Reserve Funds
71 for KNOX MED Vault Lockers for the Fire Department. Chief Darren O'Brien presented. Motion to approve Order #2015-
72 32 made by Councilor Freda and second by Councilor Dolan. Chair votes 4-0-0.

73

74 Chairman Farrell introduced Order #2015-33, the expenditure of Maintenance Trust Fund for various projects. Steve Cotton
75 presented. Motion to approve Order #3015-33 made by Councilor Freda and second by Vice Chairman Butler. Chair votes 4-
76 0-0.

77

78 APPROVAL OF MINUTES

79

80 Motion to approve the Town Council Minutes from November 2, 12015 made by Councilor Freda and second by Vice
81 Chairman Butler. Chair votes 4-0-0.

82

83 ADJOURNMENT

84

85 Motion to adjourn made by Councilor Freda and second by Councilor Dolan. **Chair votes 4-0-0.**

86

87 Notes and Tapes by: Kirby Wade Date: 11/16/15

88 Minutes Typed by: Kirby Wade Date: 11/20/15

89 Approved by: Town Council Date: 12/07/15

90

91

92

DER EWPOINT

Friday, June 24, 2011



Goffstown Fire Chief Richard O'Brien stands beside a 125-pound I-beam recovered from the rubble of the World Trade Center on Sept. 11, 2001.

GREG KWASNIK

"It's kind of a tribute to those firefighters, and the profession that work day in and day out."

RICHARD O'BRIEN
Goffstown Fire Chief

A piece of 9/11 history arrives in Goffstown

◆ **Memorial:** The Port Authority of New York and New Jersey has shipped out more than 1,100 artifacts from the World Trade Center site.

By **GREG KWASNIK**
Union Leader Correspondent

THE UPS MAN who delivered an exceptionally heavy package to the fire department a few weeks ago probably didn't realize he was

hefting a piece of American history. Inside that package was a 125-pound piece of steel that workers recovered from the World Trade Center following the terrorist attacks of Sept. 11, 2001. For the UPS driver, the nondescript package was probably just another piece of mail. "I think the delivery driver had no idea what he was delivering," said Fire Chief Richard O'Brien.

For O'Brien and his fellow firefighters though, the piece arrived weighted with significance.

In 2009, O'Brien said, he received an intriguing email from the Port Authority of New York & New Jersey.

"An email went out to many fire departments across the country, saying that they're looking to create artifacts from the leftover steel that was salvaged from the World Trade Center," O'Brien said. "I responded back saying we might be interested."

To date, the Port Authority of New York & New Jersey has shipped out more than 1,100 registered artifacts to communities in all 50 states and some

foreign countries. In Goffstown, firefighters are working to construct a metal base for the beam, which cannot stand on its own. The 125-pound piece of steel was twisted by the intense heat that collapsed the twin towers nearly 10 years ago.

"This particular artifact took some heavy heat damage and it's twisted," O'Brien said. "You can see some of the bolts — there's one particular bolt that is just bent over like a regular hammered nail — just to give you an idea of the impact that the structure took."

versary of the 9/11 attacks plans to bring the artifacts to major town events and ceremonies.

"That's the joy of having it in town," O'Brien said. "People can reflect on a particular artifact. We it almost to them, so can actually see, up to power of that event." That twisted beam serve as a memorial New York City firefighters gave their lives on 9/11 to save others. "It's kind of a tribute to firefighters, and the profession that we do day in and

O'Brien hopes to display the

Piece of 9/11 history to pass through NH region

BY ANGELJEAN CHIRAMIDA

Staff writer

After years of planning, (five) ladder trucks to fly Old the Portsmouth Police Department will bring the pass as the procession goes by."

SEABROOK — A piece of this nation's history will pass this way Wednesday escorted in a solemn motorcade stopping at the rest area on I-95 in Seabrook, Portsmouth City Hall and World Trade Center heads up Interstate 95 to its new home at a 9/11 memorial at the Portsmouth, N.H., City Hall complex.

Weighting about 1,100 pounds, the I-beam was recovered from the devastating wreckage following the terrorist attack on Sept. 11, 2001, that brought down New York City's world-famous twin towers of the World Trade Center, killing more than 2,600 people there.

Interstate 95 rest area to stage before heading up to Market Square (in Portsmouth), "Seabrook, along with the procession plans live, giving updates on the motorcade's progress at 4 p.m. We're trying to coordinate Seabrook and Hampton

According to published reports, work is being done to create a permanent home for the 9/11 artifact near Portsmouth City Hall and the police station. Before being settled in its final resting place, the steel icon from the World Trade Center will travel to Portsmouth's Market Square before heading to Hall complex is located.

Portsmouth's police Chief Steven Dubois will tweet updates on the motorcade's progress at @portsmouthchief, according to published reports.