TOWN COUNCIL AGENDA March 6, 2017 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
- C. PUBLIC HEARING
 - 1.) Sale of Town –Owned Property at 68 Hall Rd. to Mr. Jim Taylor [1st Public Hearing. The 2nd Public Hearing will take place at the March 20th Town Council meeting]
- D. <u>OLD BUSINESS</u>
- E. <u>NEW BUSINESS</u>
 - 1.) Fire Department State Wide Communications Update
 - Order #2017-06 An Order Relative to the Expenditure of Maintenance Trust Fund for Various Projects
 Presented by Steve Cotton
 - 3.) Order #2017-07 An Order Relative to the Withdrawal of Capital Reserve Funds for Aerial Photography and GIS Data Collection Presented by John Vogl
 - 4.) Resolution #2017-01 A Resolution Relative to Re-Naming a
 Portion of Garden Lane (First Reading)
 Presented by John Vogl

F. APPROVAL OF MINUTES

1. Approval of February 13, 2017 Town Council Minutes

G. <u>OTHER BUSINESS</u>

- 2. Liaison Reports
- 3. Town Manager Report

H. ADJOURNMENT

I. MEETING SCHEDULE

Town Council Meeting – 03/20/17 Moose Hill Council Chambers, 7:00 PM
Town Council Meeting – 04/03/17 Moose Hill Council Chambers, 7:00 PM
Town Council Meeting – 04/17/17 Moose Hill Council Chambers, 7:00 PM
Town Council Meeting – 05/01/17 Moose Hill Council Chambers, 7:00 PM

J. BUDGET SCHEDULE

Annual Town Meeting -03/14/2017 – Londonderry High School Gym, 7 AM - 8 PM



("EFFECTIVE DATE") EFFECTIVE DATE is defined in Section 21 of this Agreement.

1.	THIS AGREEMENT made this 24th day of February , 2017 between	en
	Town of Londonderry ("SELLER") of	
	City/Town Londonderry , State NH Zip 03053	'
	and James N. Taylor and/or assigns	
	("BUYER") of 11 MacIntosh Drive	
	City/TownLondonderry , StateNH Zip 03053	
2	WITNESSETH: That SELLER agrees to sell and convey, and BUYER agrees to buy certain real estate situated in City/To	—
۷.	of Londonderry NH located at 68 Hall Road	WII
	located at to Hall Road	
	County Rockingham Book 5426 Page 2470 Date ("PROPERTY	").
3.	The SELLING PRICE is Twenty-four Thousand Eight Hundred Seventy-Seven and 00/100—— Dollars \$24,877.00	
	A DEPOSIT in the form of personal check , is to be held in an escrow account by Town of	_
	Londonderry ("ESCROW AGENT"). BUYER has delivered, or will deliver to the ESCRO	W
	AGENT's FIRM within 5 days of the EFFECTIVE DATE, a deposit of earnest money in the amount of \$500.00	
	BUYER agrees that an additional deposit of earnest money in the amount of \$-0- will be delivered on or before	
	n/a	
	terms, SELLER may terminate this Agreement. The remainder of the purchase price shall be paid by wire, certified, cashie	r's
	or trust account check, in the amount of \$24,377.00	
4.	DEED: Marketable title shall be conveyed by a Quit Claim deed, and shall be fr	ee
	and clear of all encumbrances except usual public utilities serving the PROPERTY.	
5.	TRANSFER OF TITLE: On or before March 17, 2017 at Rockingham County	
	or some other place of mutual consent as agreed to in writing	
6.	POSSESSION: Full possession and occupancy of the premises with all keys shall be given upon the transfer of title free	of
	all tenants and occupant's personal property and encumbrances except as herein stated. Said premises to be then in t	
	same condition in which they now are, reasonable wear and tear excepted. SELLER agrees that the premises will	be
	delivered to BUYER free of all debris and in "broom clean" condition. Exceptions: Property shall be delivered in "as is"	
	condition.	
	Buyer reserves the right to conduct a walk through inspection upon reasonable notice to SELLER's real estate FIRM with	nin
	n/a hours prior to time of closing to ensure compliance with the terms of this Agreement.	
7.	REPRESENTATION: The undersigned SELLER(S) and BUYER(S) acknowledge the roles of the agents as follows: of No Brokers are involved in this transaction.	
	is a seller agent buyer agent facilitator disclosed dual agent*	
	of	
	is a seller agent buyer agent facilitator disclosed dual agent* *If agent(s) are acting as disclosed dual agents, SELLER and BUYER acknowledge prior receipt and signing of a Dual agents.	ıal
	Agency Informed Consent Agreement.	101
	NOTICE OF DESIGNATED AGENCY: If checked, notice is hereby given that BUYER is represented by	а
	designated buyer's agent and SELLER is represented by a designated seller's agent in the same firm.	
8.	INSURANCE: The buildings on said premises shall, until full performance of this Agreement, be kept, insured against fire, w	/ith
	extended coverage by SELLER. In case of loss, all sums recoverable from said insurance shall be paid or assigned, on delive	ery
	of deed, to BUYER, unless the premises shall previously have been restored to their former condition by SELLER; or, at the DEPOCITY refunded if any such look and the DEPOCITY refunded if any such l	he
	option of BUYER, this Agreement may be rescinded and the DEPOSIT refunded if any such loss exceeds \$	-1
5	ELLER(S) INITIALS / BUYER(S) INITIALS /	_
	© 2014 NEW HAMPSHIRE ASSOCIATION OF REALTORS®, INC. ALL RIGHTS RESERVED. FOR USE BY NHAR REALTOR® MEMBERS ONLY. ALL OTHER USE PROHIBITED 06.2016	



9. TITLE: If upon examination of title it is found that the title is not marketable, SELLER shall have a reasonable time, not to exceed thirty (30) days from the date of notification of defect (unless otherwise agreed to in writing), to remedy such defect. Should SELLER be unable to provide marketable title within said thirty (30) days, BUYER may rescind this Agreement at BUYER'S sole option, with full deposit being refunded to BUYER and all parties being released from any further obligations hereunder. SELLER hereby agrees to make a good faith effort to correct the title defect within the thirty (30) day period above prescribed once notification of such defect is received. The cost of examination of the title shall be borne by BUYER.

10. PRORATIONS: Taxes, condo fees, special assessments, rents, water and sewage bills shall be prorated as of time and date of closing. Buyer shall pay for all fuel remaining in tank(s) calculated as of the closing date or such earlier date as required to comply with lender requirements, if any. The amount owed shall be determined using the most recently available cash price of the company that last delivered the fuel.			
11. PROPERTY INCLUDED: All Fixtures			
12. In compliance with the requirements of RSA 477:4-a, the following information is provided to BUYER relative to Radon Gas and Lead Paint:			
RADON: Radon, the product of decay of radioactive materials in rock may be found in some areas of New Hampshire. Radon gas may pass into a structure through the ground or through water from a deep well. Testing of the air by a professional certified in radon testing and testing of the water by an accredited laboratory can establish radon's presence and equipment is available to remove it from the air or water.			
Arsenic: Arsenic is a common groundwater contaminant in New Hampshire that occurs at unhealthy levels in well water in many areas of the state. Tests are available to determine whether arsenic is present at unsafe levels, and equipment is available to remove it from water. The buyer is encouraged to consult the New Hampshire department of environmental services private well testing recommendations (www.des.nh.gov) to ensure a safe water supply if the subject property is served by a private well.			
LEAD PAINT: Before 1978, paint containing lead may have been used in structures. The presence of flaking lead paint can present a serious health hazard, especially to young children and pregnant women. Tests are available to determine whether lead is present. Disclosure Required YES NO			
13. BUYER ACKNOWLEDGES PRIOR RECEIPT OF SELLER'S PROPERTY DISCLOSURE FORM AND SIGNIFIES BY INITIALING HERE:			
14. INSPECTIONS: The BUYER is encouraged to seek information from licensed home inspectors and other professionals normally engaged in the business regarding any specific issue of concern. SELLER'S real estate FIRM makes no warranties or representations regarding the condition, permitted use or value of the SELLER'S real or personal property. This Agreement is contingent upon the following inspections, with results being satisfactory to the BUYER:			
TYPE OF INSPECTION: YES NO RESULTS TO SELLER TYPE OF INSPECTION: YES NO RESULTS TO SELLER a. General Building			
The use of days is intended to mean calendar days from the effective date of this Agreement. TIME IS OF THE ESSENCE in the observance of all deadlines set forth within this Paragraph 14. All inspections will be done by licensed home inspectors or other professionals normally engaged in the business, to be chosen and paid for by BUYER. If BUYER does not notify SELLER in writing that the results of an inspection are unsatisfactory within the time period set forth above, the contingency is waived by BUYER. If the results of any inspection specified herein reveal significant issues or defects, which were not previously disclosed to BUYER then:			
(a) BUYER shall have the option at BUYER'S sole discretion to terminate this Agreement and all deposits shall be returned to BUYER in accordance with NH RSA 331-A:13; or			
(b) If BUYER elects to notify SELLER in writing of the unsatisfactory condition(s) then:			
1) SELLER and BUYER can reach agreement in writing on the method of repair or remedy of the unsatisfactory condition(s); or			
SELLER(S) INITIALS// BUYER(S) INITIALS/			



- 2) If SELLER elects not to repair or remedy the unsatisfactory conditions(s) the BUYER may release the home inspection contingency and accept the property as is; or
- 3) If SELLER and BUYER cannot reach agreement in writing with respect to the method of repair and remedy of the unsatisfactory condition(s), then this Agreement is terminated and all deposits shall be returned to BUYER in accordance with NH RSA 331-A:13.

Notification in writing of SELLER'S intent to repair or remedy or not to repair or remedy pursuant to Section (b) above, shall be delivered to BUYER or their licensee within five (5) days of receipt by SELLER of notification of unsatisfactory condition(s). BUYER shall respond in writing to SELLER'S notification within five (5) days. If BUYER does not respond within five (5) days, SELLER may elect to terminate this Agreement and all deposits shall be returned to BUYER in accordance with NH RSA 331-A:13.

In the absence of inspection mentioned above, BUYER is relying upon BUYER'S own opinion as to the condition PROPERTY.	n of the				
BUYER HEREBY ELECTS TO WAIVE THE RIGHT TO ALL INSPECTIONS AND SIGNIFIES BY INITIALING					
HERE:					
15. DUE DILIGENCE: This Agreement is contingent upon BUYER'S satisfactory review of the following:					
	ES NO				
If such review is unsatisfactory, BUYER must notify SELLER in writing within n/a days from the effective da Agreement failing which such contingency shall lapse.	te of the				
16. LIQUIDATED DAMAGES: If BUYER shall default in the performance of their obligation under this Agreement, the amount of the deposit may, at the option of SELLER, become the property of SELLER as reasonable liquidated damages. In the event of any dispute relative to the deposit monies held in escrow, the ESCROW AGENT may, in its sole discretion, pay said deposit monies into the Clerk of Court of proper jurisdiction in an Action of Interpleader, providing each party with notice thereof at the address recited herein, and thereupon the ESCROW AGENT shall be discharged from its obligations as recited therein and each party to this Agreement shall thereafter hold the ESCROW AGENT harmless in such capacity. Both parties hereto agree that the ESCROW AGENT may deduct the cost of bringing such Interpleader action from the deposit monies held in escrow prior to the forwarding of same to the Clerk of such court.					
17. PRIOR STATEMENTS: Any verbal representation, statements and agreements are not valid unless contained here Agreement completely expresses the obligations of the parties.	ein. This				
18. FINANCING: This Agreement (is) (is not) contingent upon BUYER obtaining financing under the following terms of the continuous	rms:				
AMOUNT n/a TERM/YEARS RATE MORTGAGE TYPE					
For the purposes of this Agreement, financing is to be demonstrated by a conditional loan commitment letter, which that BUYER is creditworthy, has been approved and that the lender shall make the loan in a timely manner at the Cl specified customary conditions for a loan of the type specified above. BUYER is responsible to resolve all continued in the loan commitment by the Closing date. SELLER(S) INITIALS / BUYER(S) INITIALS	osing on				
© 2014 NEW HAMPSHIRE ASSOCIATION OF REALTORS®, INC. ALL RIGHTS RESERVED, FOR USE BY NHAR REALTOR® MEMBERS ONLY. ALL OTHER USE PROHIBITED	06.2016				



The existence of conditions in the loan commitment will not extend either the Financing Deadline described below or the closing date.

BUYER hereby authorizes, directs and instructs its lender to communicate the status of BUYER'S financing and the satisfaction of lender's specified conditions to SELLER and SELLER'S/BUYER'S real estate FIRM.

TIME IS OF THE ESSENCE in the observance of all deadlines set forth within this financing contingency.

BUYER agrees to act diligently and in good faith in obtaining such financing and shall, within $\underline{n/a}$ calendar days from the effective date, submit a complete and accurate application for mortgage financing to at least one financial institution currently providing such loans, requesting financing in the amount and on the terms provided in this Agreement.

If BUYER provides written evidence of inability to obtain financing to SELLER by n/a ("Financing Deadline"), then:

- (a) This Agreement shall be null and void; and
- (b) All deposits will be returned to BUYER in accordance with the procedures required by the New Hampshire Real Estate Practice Act (N.H. RSA 331-A:13) ("the Deposit Procedures"); and
- (c) The premises may be returned to the market.

BUYER may choose to waive this financing contingency by notifying SELLER in writing by the Financing Deadline and this Agreement shall no longer be subject to financing.

If, however:

- (a) BUYER does not make application within the number of days specified above; or
- (b) BUYER fails to provide written financing commitment or written evidence of inability to obtain financing to SELLER by the Financing Deadline,

Then SELLER shall have the option of either:

- (a) Declaring BUYER in default of this Agreement; or
- (b) Treating the financing contingency as having been waived by BUYER.

If SELLER declares BUYER in default, in addition to the other remedies afforded under this Agreement:

- (a) SELLER will be entitled to all deposits in accordance with the Deposit Procedures; and
- (b) This Agreement will be terminated; and
- (c) The premises may be returned to the market for sale.

If SELLER opts to treat the financing contingency as waived or relies on a conditional loan commitment and BUYER subsequently does not close in a timely manner, SELLER can then declare BUYER in default. SELLER then, in addition to the other remedies afforded under this Agreement:

- (a) Will be entitled to all deposits in accordance with the Deposit Procedures; and
- (b) This Agreement will be terminated; and
- (c) The premises may be returned to the market for sale.



19. ADDITIONAL PROVISIONS:		
Town of Londonderry acknowledges that this is a b	uildable lot.	
20. ADDENDA ATTACHED: 🔲 Yes 🖾 No		
21. EFFECTIVE DATE/NOTICE: Any notice, communication satisfied by providing the required notice, communication communications must be in writing to be binding except f binding contract when signed and all changes initialed communicated in writing which shall be the EFFECTIVE I Page 1 hereof. The use of days is intended to mean Deadlines in this Agreement, including all addenda, expre DATE, unless another starting date is expressly set forth, other established starting date, and ending at 12:00 midnig to the contrary, deadlines in this Agreement, including all a Eastern Time on such date. Each party is to receive a fully executed copy of this	or documentation to the part or withdrawals of offers or comby both BUYER and SELL DATE. Licensee is authorized calendar days from the EFF essed as "within x days" shall beginning with the first day at the Eastern Time on the last day denda, expressed as a specific withdrawals.	ty or their licensee. All notices and unteroffers. This Agreement is a ER and when that fact has been to fill in the EFFECTIVE DATE on ECTIVE DATE of this Agreement. I be counted from the EFFECTIVE for the EFFECTIVE DATE, or such ay counted. Unless expressly stated iffic date shall end at 12:00 midnight
executors, administrators and assigns of both parties. PRIOR TO EXECUTION IF NOT FULLY UNDERSTOO ATTORNEY.		
2 34/11/0°n		
BUYER DATE/TIME 11 MacIntosh Drive	BUYER	DATE/TIME
MAILING ADDRESS	MAILING ADDRESS	
CITY STATE ZIP	CITY	STATE ZIP
SELLER accepts the offer and agrees to deliver the above conditions set forth.	e-described PROPERTY at t	ne price and upon the terms and
SELLER DATE/TIME	SELLER	DATE/TIME
MAILING ADDRESS	MAILING ADDRESS	
CITY STATE 7ID	CITY	STATE 7IP

ORDER #2017-06

An Order Relative to

EXPENDITURE OF MAINTENANCE TRUST FUNDS FOR VARIOUS PROJECTS

	Reading: 03/06/2017
	Adopted: 03/06/2017
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 \$15,180.00 from the Expendable Maintenance Trust Fund for the aforementioned repairs and improvements.
that the Town Treasu	ORE BE IT ORDERED by the Town Council of the Town of Londonderry arer is hereby ordered to expend \$15,180.00 from the Expendable Maintenance forementioned repairs and improvements.
	Inless Francell Chairman
	John Farrell, Chairman Town Council
Sharon Farrell	
Town Clerk	

A TRUE COPY ATTEST:

03/06/2017

Stephen R. Cotton

From:

Stephen R. Cotton

Sent:

Friday, February 24, 2017 11:20 AM

To:

Kevin Smith; Kirby Wade

Cc: Subject: Stephen R. Cotton EMTF - 3/6/17 TC Meeting

Kevin/Kirby, please add EMTF on the 3/6/17 TC agenda. Steve

Expendable Maintenance Trust TC Order Request for Town Council Meeting *3/06/17*

Description	Vendor		Amount
Winter Maintenance - TH/PD/Library/Cable Access	Lawn Butter - Invoice #1242	5	1,610.00
Shoveling/Plowing/Treatment of parking lots, walk ways, fire lanes at	Lawn Butler - Invoice #1241	S	3,730.00
TH/PD/Library/Cable Access on Invoice #1242 on 2/11/17, Invoice	Lawn Butter - Invoice #1244	5	1,040.00
#1241 2/9/17, Invoice #1244 2/14/17, Invoice #1246 N/C, Invoice #1245	Lawn Butler - Invoice # 1246	S	-
2/15/17, Invoice 1243 2/13/17, and Invoice #1240 2/7/17. This E MTF	Lawn Butter - Invoice #1245	5	540.00
request is for the labor/materials for snow & ice treatment at our various	Lawn Butter - Invoice #1243	S	3,310.00
	Lawn Butter - Invoice #1240	S	2,400.00
nin mil mil hi in 8 see een		5	12,630.00
Winter Maintenance - Senior Center	Green Magic - Invoice #2327	S	2,550.00
Shoveling/Plowing/Treatment of parking lot, and walk ways, at the Senior	(a 1 fe) william — a William with the distribution of the control	S	2,550.00
Center on 2/1, 2/7, 2/8, 2/9, 2/13, and 2/16/17. This EMTF request is			*
for the labor/materials for snow& ice treatment at our Senior Center.			
	Total Town Council EMTF Order	S	15.180.00

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

ORDER 2017-07

An order relative to

The Withdrawal of Capital Reserve Funds For Aerial Photography and GIS Data Collection

First Reading: 03/06/2017 Second Reading: Waived Adopted: 03/06/2017

WHEREAS

the Town of Londonderry, by adoption of Article No. 9 at the March 10, 2015 Town Meeting, created a Capital Reserve Fund for Geographic Information

System (GIS); and,

WHEREAS

The GIS Manager/Comprehensive Planner has advertised and solicited bids for a

flyover to update town-wide aerial photography and topographic mapping to be

completed in spring, 2017; and,

WHEREAS

\$73,544 will be committed to this project, of which \$68,000 will come from

Capital Reserve for GIS and the remaining \$5,544 will come from the budget of

the Planning and Economic Department; and,

WHEREAS

the GIS Manager/Comprehensive Planner requests that \$68,000.00 be

withdrawn from the Capital Reserve Fund to carry out said project.

NOW THEREFORE BE IT ORDERED by the Londonderry Town Council that the Town Treasurer is hereby directed and authorized to expend from the GIS Capital Reserve Fund the sum of \$68,000.00.

John Farrell - Chairman Town Council

(TOWN SEAL)

Sharon Farrell - Town Clerk

A TRUE COPY ATTEST: 03/06/2017



Town of Londonderry

Purchasing Worksheet (Form must accompany all Purchase Order request forms)

Requestor Informat	tion (please print)	
TO 0001 CI™00 DOLUDONOUS CIPIO DE 1000 VICE SE 1000 VICE	AND ELECTRICAL CONTRACTOR CONTRAC	

Date:	02/13/17
Name:	John Vogl
10 4 0 7 7 7 7 7 7 1 1 1 1 1 1 1 1 1 1 1 1 1	D

	Name: John Vog	gl			
De	partment: <u>Planning</u>	& Economic Develop	ment		
December	f #2 500 A	5 000*			
Purcnas	es from \$2,500 - \$				No.
	3 verbal quotes m	ust be obtained**			
	Vendor	Date	Amount	Subject	
	1.				
	2.	_			
	3.		•		
	**If lowest bid was no	ot chosen, please explain	why below		
	Explanatio	า:			-
	Check bo	x if exempt from Purchas	ing Policy		
	Reason for	exemption:			
Purchase	es from \$5,001 - \$1	0,000*			SHIMMEN
	3 written quotes m	ust be obtained			
	Please attach copi	es of quotes received			
	Check bo	x if exempt from Purchasi	ing Policy		
	Reason for	exemption:			
Purchase	es > \$10,001*				BUTTER
	3 written quotes m	ust be obtained			
	Please attach copi	es of quotes received			
	Please attach proc	f of advertisement/ seale	d bid quotes		
	x Check box	exemption: professional lists technical, niche holds several lin Londonderry in I	s was advertised in the Ur serves and only one propo service, to which there are niting patents on the user	nion Leader and widely distributed by email and osal was ultimately submitted. This project is a highly e few providers. The one submitting firm, "Pictometry" interface and has previously completed projects for s contracting with Goffstown, Rochester, Nashua and	

^{*}Please reference Purchasing Policy for exemptions.



Town of Londonderry New Hampshire

Planning and Economic Development Department

2017

RFP/RFQ Documents for Town-Wide Geo-Referenced Oblique/Orthagonal Imagery and LiDAR Mapping Project

Copy No.____

Request for Qualifications and Proposal

Town-Wide Geo-Referenced Oblique/Orthagonal Imagery and LiDAR Mapping Project

Offered by: Department of Planning and Economic Development RFP/RFQ Coordinator: John Vogl GIS Manager /Comprehensive Planner

ACCEPTANCE DEADLINE: 12:00 Noon, Wednesday January 18th, 2017.

BID OPENING TIME & LOCATION: 2:00 pm, January 18th, 2017 Elwood Conference Room Londonderry Town Hall 268B Mammoth Road Londonderry, NH 03053

Sealed Envelopes Must be Marked "RFP/RFQ: TOWN-WIDE IMAGERY and LIDAR MAPPING UPDATE" on the outside of the mailing envelope, addressed to the Town of Londonderry, NH Department of Finance, 268B Mammoth Road, Londonderry, NH 03053.

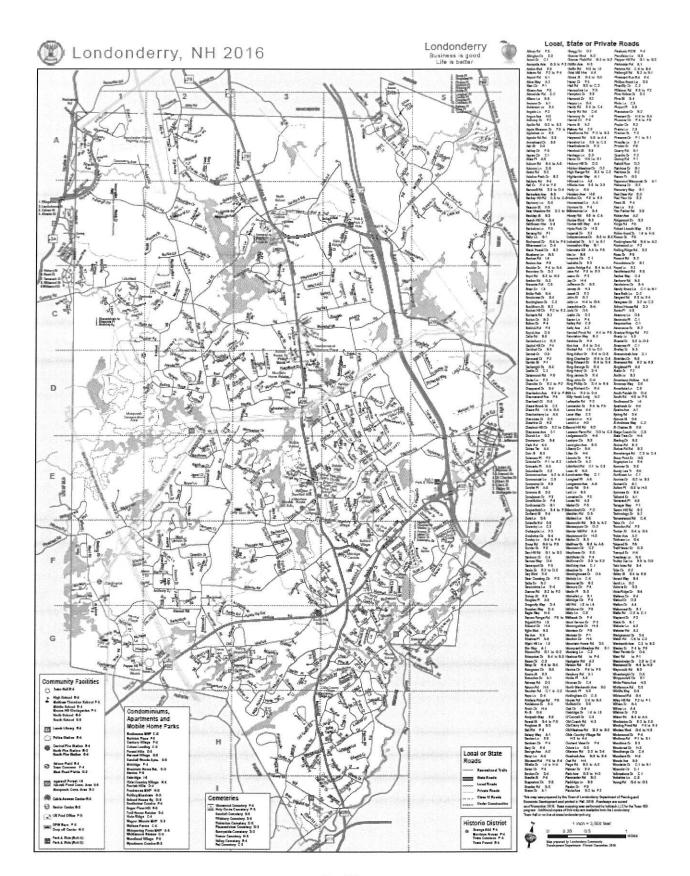
I. Project Area

The project area includes the entire Town of Londonderry, New Hampshire and 500-feet beyond town borders. Londonderry, a suburban community in southern New Hampshire, is approximately 42 square miles and is located 40 miles north of Boston. The Manchester-Boston Regional Airport is located in Londonderry. The figure on the following page provides a general map of the Project Area.

II. Scope of Work

Work to be performed under any contracts issued as a result of this RFP/RFQ will support the acquisition of aerial photography and elevation data. Specifically, such work will fulfil the following objectives:

- 4-inch GSD Oblique 4-way images (town-wide);
- 4-inch GSD Mosaic True Orthogonal frame image (town-wide) delivered to the Town in georeferenced Tiff and SID formats;
- LIDAR 0.7M posting, first return in tiled LAS format;
- LIDAR 0.7M posting, bare earth return; vertical accuracy to support 1 to 2' contours in tiled LAS format:
 - The Town will entertain an alternative flight with fewer returns, suitable to develop 2' contours, should it be necessary to reduce project costs.;
- DEM and 1-foot or 2 foot contour interval mapping in ESRI Geodatabase format;
- Hydrographic Breaklines and Hydrographic Features in ESRI Geodatabase format;
- Ground control and data documentation including a ground control report and control diagrams;
- Metadata on all ESRI Geodatabase products;
- Cloud hosting of oblique imagery and demonstrated integration with existing community GIS tools including the ESRI ArcGIS platform and Applied Geographics' Inc. MapGeo;
- Demonstrated ability to perform comparative analysis of images captured in this flight and in previous flyover projects.



The study area shall consist of the entirety of the Town of Londonderry, approximately 42 square miles, including approximately 500' buffer outside of boundaries. All maps and databases shall be prepared in formats suitable for viewing/editing in ESRI ArcGIS version 10.4 and in File Geodatabase format. The final design of ESRI-based deliverables will be agreed to by the Town and the selected Contractor however it will be similar to the layer design provided in Table 1. The imagery will be free of clouds, cloud shadows, atmospheric haze, and sun glare reflections. The imagery should be captured during the Spring of 2017. The Contractor will capture the imagery at a minimum sun angle of 45 degree, while deciduous vegetation is free of leaves, when rivers and streams are within their normal banks, and the ground is free of snow and excessive moisture. The Contractor will, immediately subsequent to the aerial photography capture, inspect it for cloud shadow, color, exposure, and clarity, as well as sidelap, endlap, and crab. The Contractor will provide a quality control summary report within a reasonable time after the date of photography. The report will describe conditions during the flight (including but not limited to: flight date, aircraft used, weather conditions, altitude, sub-contractors, scales, resolutions, camera type, number of flight lines, number of tiles created and datum utilized in both hardcopy and digital format.) The imagery will be delivered via a tiling scheme provided by Town in both GeoTiff and MrSID formats. The contractor shall deliver a true orthorectification, free from seam lines, which has been fully color balanced. The contractor shall be responsible for establishing and surveying both horizontal and vertical control required to develop mapping that meets Class 1 ASPRS standards for 1"=100' scale mapping. If adequate, Airborne GPS can be used on this project. The contractor shall state the number of ground control points that will be acquired in the proposal.

DEM tiles will show no edge artifacts or mismatch. A quilted appearance in the overall project DEM surface, whether caused by differences in processing quality or character between tiles, swaths, lifts, or other non-natural divisions, will be cause for rejection of the entire DEM deliverable. Void areas (i.e., areas outside the project boundary but within the tiling scheme) shall be coded using a unique "NODATA" value. Water Bodies (ponds and lakes), wide streams and rivers ("double-line"), and other non-tidal water bodies as defined in Section III are to be hydro-flattened within the DEM.

One (1) foot, two (2) and ten (10) foot contours lines shall be continuous and shall conform to the database design outlined in Table 1. All contours shall be continuous. Where contours intersect with buildings, the contour line shall continue through the building. The section of contour that resides inside the building shall be "cut out" and identified as a separate feature as described in Table 1. Every interval divisible by ten will be an index contour and should be clearly distinguishable as such. All contours are to be clearly distinguishable and attributed with their elevations given in full feet.

Hydrologic features shall be continuous and shall conform to the database design outlined in Table 1. Where water features are directed under roadways or structures, the feature line shall continue through the apparent pipe course. The section of a waterway that resides beneath the structures shall be identified as a separate feature as described in Table 1.

All existing base data from previous flights shall be made available to the contractor for use in this project.

The Town retains the option to modify the Scope of Services in order to stay within the Department's available budget and achieve the most cost-efficient return for the community.

Table 1: Minimum Geodatabase Design

Description	Layer	Topology	Comments
Rivers	WAT_RIVER	Line/ Polygon	Collect all rivers.
Streams and Brooks	WAT_STREAM	Line/ Polygon	As visible. Use double lines of width greater than 0'.
Intermittent Streams	WAT_STREAM_INT	Line	Visible intermittent streams.
Ponds and Lakes	WAT_POND WAT_POND_PT	Polygon	Closed, permanent bodies of water.
Index Contours	TOPO_IDX_CON	Line	Indicate all index contours.
Index Contour Cut Outs	TOPO_IDX_CUT	Line	Indicate all contour cut outs (contours that run through buildings)
Intermediate Contours	TOPO_INT_CON	Line	Indicate all intermediate contours
Intermediate Contour Cut Outs	TOPO_INT_CUT	Line	Indicate all contour cut outs (contours that run through buildings)
Approximate Intermediate Contours	TOPO_INT_APP	Line	Indicate all approximate intermediate contours
Approximate Index Contours	TOPO_IDX_APP	Line	Indicate all approximate index contours

III. Minimum Evaluation Criteria

The Town wishes to receive proposals that contain the minimum information necessary to fully respond to the requirements herein. The following are minimum and comparative evaluation criteria. These criteria, along with other factors, will be used as the basis for evaluating proposals. All proposals must clearly state responses to each evaluation criteria item, must provide appropriate justification and associated contact names, and must describe where in the proposal associated information can be obtained. Respondents must meet the following minimum evaluation criteria in order to be considered responsive to this RFP/RFQ.

Respondents that do not meet these criteria will not be eligible for contract award.

- Vendor must have been providing photogrammetric mapping services as a principal business for at least 5 years.
- Vendor must have completed at least 3 projects that involved the capture of oblique imagery or similar projects.
- Vendor must have completed at least 3 projects that involved the capture of LiDAR and derivatives including DEM or similar projects.
- Contractor must describe integration options with the Town's MapGeo services.
- Proposal clearly states QA/QC procedures that will be used to ensure the quality of all deliverables.
- Vendor has provided all items as described in the RFP/RFQ.

IV. Format of Proposals

The Town wishes to receive clear, concise proposals that contain information necessary to fully respond to the requirements herein. Proposals shall include the following, presented in the order specified. One original and three copies of the technical proposal are required. One sealed copy of the price proposal shall be included under separate cover.

- 1. **Letter of Transmittal**: (1 page maximum) Letter of Transmittal indicating who in the firm is authorized to negotiate and execute an Agreement for this work, and, including the following statements:
 - o Agreement to incorporate both this RFP/RFQ and the proposal into an Agreement to be negotiated in good faith, and intended to be executed by Spring 2017.
 - Statement of where production work will be performed.
 - Statement that the firm will commence with aerial photography during the Spring 2017 window upon notice-to proceed.
 - o A brief summary of the Firm's financial status.
- 2 **Introduction:** (1 page maximum) Introduction to the project including the following: Brief history of the firm. Brief project approach.
- 3. **Scope of Services:** (3 page maximum) Outline of scope of services to include the following: A list of any exceptions or clarifications to the scope of work as outlined in Section I. A brief, concise scope of work for the following: Aerial Photography aerial camera, photo scale, flight height, flight lines, exposures, film type, overlap, flight timing, sun angle, flight specifications; Ground Control number of control points, datum, process, and FAAT; Topographic Mapping Statement of Accuracy and basic scope; Hydrographic Mapping Statement of Accuracy and basic scope; Geodatabase Formatting A clear, concise description of any alternative approaches; Public Access Tools A summary description of tools available for public viewing and integration with existing Town GIS resources with any recurring access costs identified; Schedule for each task.
- **4. Staffing:** (1 page maximum) Project Staffing Plan which will include the following:

Proposed project manager and principal-in-charge. Listing of all proposed subcontractors to be utilized on the project and their proposed roles.

- 5. Qualifications: (8 page maximum) Statement of qualifications related to this project
 - Project descriptions for up to five similar municipal oblique/orthographic mapping, topographic mapping, and digital orthophotography projects.
 - o References for the projects provided.
 - o Quality Control Procedures
- **6. Minimum Evaluation Criteria:** (3 page maximum) Response to all items listed in Section III of this RFP/RFQ with associated references for all projects listed.
- **7. Additional Information Appendix:** Statements or information that the respondent wishes to provide to strengthen his/her proposal with regard to the selection criteria.

8. Price Proposal: Proposal shall include the bid form as attached and include it under separate cover. Any alternative proposals shall be submitted on a separate price proposal. Proposal shall clearly state the price for each task.

Costs provided shall be valid for a period of six months from proposal opening and are subject to Town funding approval.

V. Contact Information and Proposal Submittal

Questions shall be directed to:

John Vogl, GIS Manager/Comprehensive Planner 268B Mammoth Road Londonderry, NH 03053 603-432-1100 x128 jvogl@londonderrynh.org

No pre-proposal meeting will be held. Proposers are encouraged to email with questions.

Proposals and bids are due no later than 12:00 noon on **January 18, 2017**, preferably by registered mail. Proposals shall be addressed to:

Town of Londonderry Department of Finance 268B Mammoth Road Londonderry, NH 03053

All bids must be submitted in sealed envelopes addressed to the Finance Dept. Purchasing Agent bearing on the outside, the name of the bidder, their address and the note "TOWN-WIDE IMAGERY and LiDAR UPDATE".

VI. Selection Criteria

The contract will be awarded to the responsive contractor submitting the most advantageous proposal to the Town of Londonderry. Prior to selecting a firm, the staff may contact and schedule interviews with one or more selected firms. The staff reserves the right to discuss bid price and scope and negotiate the bids with prospective consultants prior to awarding the contract. The Town reserves the right to reject any or all submittals, or any portion of submittals, or to waive any formalities that are determined not to be in the best interest of the Town.

VII. Schedule

Project schedule is estimated to be as follows:

- 1. RFP/RFQ Available 12/23/2016.
- 2. Proposals Due 1/18/2017, 12:00 noon. Bid Opening 1/18/2017. 2:00 pm.
- 3. Approximate Notice to Proceed **2/1/2017**.

Copies of this document may be picked up at the Londonderry Department of Planning and Economic Development, 268 B Mammoth Road, Londonderry, NH or mailed upon request.

All bids must be received in the Finance Department office at 268 B Mammoth Road by 12:00 noon on January 18, 2017. Bids submitted after this time will not be accepted. At 2:00 PM all bids will be publicly opened and read aloud.

Town of Londonderry, New Hampshire

Town-Wide Geo-Referenced Oblique/Orthagonal Imagery and LiDAR Mapping Project Bid Sheet

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EAGLEVIEW PICTOMETRY

Multi-Project Details

Proposal for: Town of Londonderry, NH Project Name: NHLOND17-AP/LiDAR RFP

Contract Term: Months Number of Projects: 1 Pictometry Rep: Jon Langstaff

Expiration Date:

Targeted Capture: 2017-b-Spring

Project 1

Sq. Miles/ Qty.	Product Name	List Price	Discount	Subtotal
50.00	AccuPLUS 4in - PICT DTM - Per Sector	USD 730.00		USD 36,500.00
50.00	LiDAR-PURCHASED-0.7m postings (sq mi) with AccuPlus	USD 631.00		USD 31,550.00
1.00	AccuPLUS Project Fee - CUSTOMER LIDAR	USD 2,500.00		USD 2,500.00
50.00	LIDAR-DEM and 1ft Contours (sq mi)	USD 55.00		USD 2,795.00
1.00	RapidAccess - Disaster Response Program	USD 0.00		USD 0.00
1.00	Pictometry Connect - Third-Party Product Activation	USD 0.00		USD 0.00
1.00	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	USD 199.00		USD 199.00
1.00	Oblique Imagery Bundle with Three (3) Years of EFS Maintenance & Support	USD 0.00		USD 0.00
1.00	AccuPlus Imagery Bundle with Three (3) Years of EFS Maintenance & Support	USD 0.00		USD 0.00
			Project 1 TOTAL:	USD 73,544.00

Connect

Sq. Miles/ Qty.	Product Name	List Price	Discount	Subtotal
1.00	Pictometry Connect View - CA	USD 750.00	100.00	USD 0.00
1.00	Pictometry Connect - CA - 50	USD 2,200.00	100.00	USD 0.00
		•	Connect TOTAL:	USD 0.00

TOTAL: USD 73,544.00

This quote is non-binding, creates no legal rights, duties or obligations, expressed or implied, on either party, and shall become binding only in the event that Pictometry and Customer enter into a definitive agreement incorporating it. The pricing quoted above does not reflect applicable taxes, which will be reflected in any resulting definitive agreement with Customer. This quote is valid until the date shown above, after which it expires. All Discounts are approximate.

Legal Notice

INVITATION TO BID

The Town of Londonderry is accepting proposals for procurement of the fol-

Town-Wide Geo-Referenced

Oblique/Orthagonal Imagery and
LiDAR Mapping Project
RFP/RFQ documents may be picked
up at the Londonderry Planning and Economic Development Department, 268B Mammoth Road. Londonderry, NH or mailed upon request. All bids must be received by the Department of Finance, Town of Londonderry, 268B Mammoth Road, Londonderry, NH 03053 no later than 12:00 noon on Wednesday, January 18, 2017. Proposals submitted after this time will not be as submitted after this time will not be accepted. The bids will be publicly opened and read aloud at 2:00 PM. All proposals must be submitted to the Department of Finance bearing on the outside the bidder's name and address, and the note "TOWN-WIDE IMAGERY and LiDAR UPDATE". A sealed envelope containing the bid, and marked as dicontaining the bid, and marked as directed above must be enclosed in another envelope addressed to the Town of Londonderry. Department of Finance, Purchase Agent, 268B Mammoth Road, Londonderry, NH 03053, preferably by registered mail.

All decisions in reference to the bid will be made by the Planning and Economic Development Department or an authorized agent. The Town reserves the right to reject any and all bids or any portion of any bid or waive any bid informality deemed in the best interest of the Town.

Planning and Economic Development Department

(UL - Dec. 28)

John Vogl

From:

John Vogl

Sent:

Friday, December 23, 2016 12:10 PM

To: Cc: NEARC-L@LISTSERV.UCONN.EDU

Subject:

Fash Farashahi (fash@peterboroughnh.gov); Colleen Mailloux RFP/RFQ for Oblique/Orthagonal/Lidar Update, Londonderry

Attachments:

2016 aerial-lidar rfp FINAL.pdf

For your information, please find attached an RFP/RFQ to acquire aerial imagery and topographic mapping for the Town of Londonderry, NH. The Town is seeking proposals for a 1/18/2017 deadline.

The doc can also be downloaded here:

http://www.londonderrynh.org/Pages/LondonderryNH PlanEcoDev/gisdocs/2016aerial-lidardoc.pdf

Thank you. John Vogl

GIS Manager | Comprehensive Planner Town of Londonderry, NH 268B Mammoth Road Londonderry, NH 03053 (v) 603-432-1100 x128 (f) 603-432-1128 www.londonderrynh.org 2015 Warrant

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Town of Londonderry 2014 Annual Report

2015 Warrant

The Town Council by a vote of 5-0 recommends a <u>YES</u> vote; the Budget Committee by a vote of 7-0 recommends a <u>YES</u> vote.

ARTICLE NO. 7: [ROADWAY MAINTENANCE TRUST FUND]

To see if the Town will vote to raise and appropriate the sum of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) to be placed in the Town's Roadway Maintenance Trust Fund created by the voters at the 2012 Town Meeting for purpose of maintenance, replacement, removal or improvement of the Town's roadways and to authorize the use of the June 30 Fund Balance in the amount of \$250,000 towards this appropriation.

(If passed, this article will require the Town to raise \$250,000.00 in property taxes, resulting in a tax rate impact of \$0.07 in FY 16 based upon projected assessed values.)

The Town Council by a vote of 5-0 recommends a <u>YES</u> vote; the Budget Committee by a vote of 7-0 recommends a <u>YES</u> vote.

ARTICLE NO. 8: [ZONING ORDINANCE UPDATE/REWRITE]

To see if the Town will vote to raise and appropriate the sum of **ONE HUNDRED TWENTY THOUSAND DOLLARS** (\$120,000) to update and rewrite the Zoning Ordinance in accordance with the recommendations of the recently conducted Zoning Audit and to authorize the use of the June 30 Fund Balance in the amount of **ONE HUNDRED TWENTY THOUSAND DOLLARS** (\$120,000) towards this appropriation.

(If passed, this article will require the Town to raise \$0.00 in property taxes, resulting in a tax rate impact of \$0.00 in FY 16 based upon projected assessed values.)

The Town Council by a vote of 5-0 recommends a <u>YES</u> vote; the Budget Committee by a vote of 7-0 recommends a <u>YES</u> vote.

<u>ARTICLE NO. 9:</u> [ESTABLISHING A NEW GEOGRAPHIC INFORMATION SYSTEM (GIS) CAPITAL RESERVE UNDER RSA 35:1]

To see if the Town will vote to establish a new Capital Reserve Fund under the provisions of RSA 35:1 for the purpose of developing, maintaining, enhancing or acquiring data, software and/or hardware resources to be used by or integrated with the Town's GIS program and to appoint the Town Council as agents to expend from the GIS Capital Reserve. Further, to raise and appropriate the sum of TWENTY-EIGHT THOUSAND DOLLARS (\$28,000) to be placed in this fund and to authorize the use of the June 30 Fund Balance in the amount of \$28,000 towards this appropriation.

(If passed, this article will require the Town to raise \$0.00 in property taxes, resulting in

2015 ANNUAL TOWN MEETING RESULTS

Article #4 - F UND SPECIAL REVENUE ACCOUNT

Yes - 2,324**

 $N_0 - 634$

Article #5 - FUND SEWER FUND

Yes - 2,370**

 $N_0 - 563$

Article #6 – FIRE DEPARTMENT EQUIPMENT

Yes - 2,650**

No - 344

Article #7 – ROADWAY MAINTENANCE TRUST FUND

Yes - 2,248**

No - 716

Article #8 – ZONING ORDINANCE UPDATE/REWRITE

Yes - 2,210**

No - 706

Article #9 – ESTABLISHING A NEW GEOGRAPHICAL INFORMATION SYSTEM (GIS) CAPITAL RESERVE UNDER RSA 35:1

Yes - 2,242**

 $N_0 - 683$

Article #10 – APPROPRIATE FUNDS TO CAPITAL RESERVE FUNDS TO EXPAND CEMETERIES, TO REPLACE HIGHWAY HEAVY EQUIPMENT, FIRE EQUIPMENT AND HIGHWAY TRUCKS

Yes - 2,491**

No - 470

Article #11 - POLICE DEPARTMENT PERSONNEL COSTS

Yes - 1,696**

No - 1,284

Article #12 – DISCONTINUE AMBULANCE CAPITAL RESERVE FUND

Yes - 2,439**

 $N_0 - 490$

RESOLUTION 2017-01

A RESOLUTION RELATIVE TO RE-NAMING A PORTION OF GARDEN LANE

First Reading: 03/06/17

Second Reading/Public Hearing: 03/20/17

Adopted: 03/20/17

WHEREAS

The Town of Londonderry is enabled by NH RSA 231:133 to name public

and/or private highways; and

WHEREAS

The Planning Board has conditionally approved the Woodmont Commons Phase 1 Site Plan, including design of Michels Way, which runs from the Market Basket/Londonderry Commons entrance on Garden Lane northerly to

Pillsbury Road; and

WHEREAS

Planning Board Notice of Decision Condition 11 requires that the property owners

petition the Town Council to rename the portion of Garden Lane from Route 102

to the proposed Michels Way; and

WHEREAS

The Town is in receipt of petition from the Owners; and

WHEREAS

The Planning Department has provided notice to the abutting property owners.

NOW THEREFORE BE IT RESOLVED by the Londonderry Town Council that the following name changes be enacted, to become effective 60 days following adoption of this resolution:

The portion of Garden Lane located between NH Route 102 and the Market Basket/Londonderry Commons entrance, be formally re-named Michels Way, as depicted in Attachment A. The remainder of the street now known as Garden Lane from the Market Basket/Londonderry Commons entrance easterly to the terminus will continue to be Garden Lane.

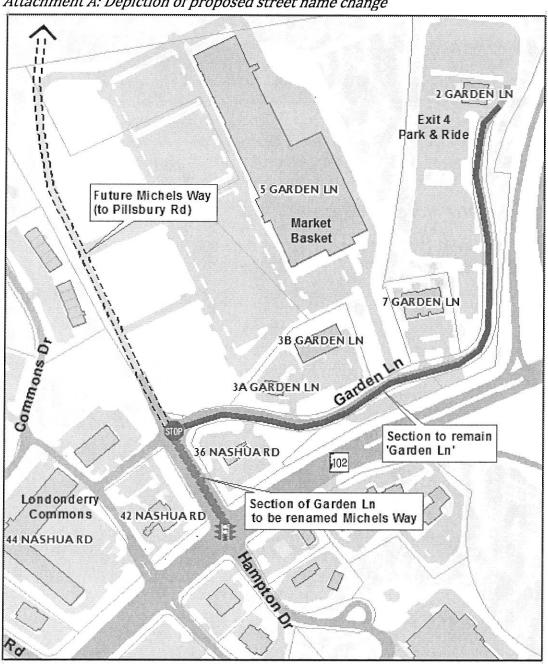
John Farrell, Chairman Town Council

(TOWN SEAL)

Sherry Farrell
Town Clerk/Tax Collector

A TRUE COPY ATTEST: 03/20/17

Attachment A: Depiction of proposed street name change



LONDONDERRY TOWN COUNCIL MEETING MINUTES

1				
2	February 13, 2017			
3				
4 5	The Town Council meeting was held in the Moose Hill Council Chambers, Town Hall, 268B Mammoth Road, Londonderry, NH.			
6				
7 8	Present: Chairman John Farrell; Vice Chairman Tom Freda; Councilors Jim Butler and Joe Green; Town Manager Kevin Smith; Executive Assistant Kirby Wade; Absent; Councilor Tom Dolan			
9				
10	CALL TO ORDER			
11				
12 13 14 15	Chairman Farrell called the Town Council special meeting to order. Chairman Farrell led the Pledge of Allegiance. This was followed by a moment of silence for our plow drivers, first responders and all those who serve us both here and abroad and those taking care of our community.			
16	PUBLIC COMMENT			
17	TOBBLE COMMENT			
18	~ NONE ~			
19				
20	PUBLIC HEARING			
21				
22 23	Motion to open public hearing made by Councilor Green and second by Councilor Butler. Chair votes 3-0-0. Chairman Farrell introduced the cable television license renewal public hearing with Comcast.			
24				
25	Chairman Farrell stated that the legal notice for this Public Hearing was published and posted.			
26				
27 28 29 30	Brian Christensen, Comcast representative, introduced himself to the Council. Christensen stated that they are looking forward to renewing the cable franchise with the Town of Londonderry. Christensen stated that the contract we have now expires May 31, 2019. Christensen stated that he is here to hear out members of the community and if they are in support of renewing the contract.			
31				
32 33 34	Drew Caron, Londonderry Cable Access Center Director, stated that the relationship the Town has with Comcast now has never been stronger. Caron stated that every time they call a problem is always immediately handled. Caron read in a letter in support from Dottie Grover of the Cable Center.			
35	y			
36 37 38 39 40	Town Manager Smith brought up the subject of having wifi at the Town Common and at the Nelson Rd. recreation fields. Smith asked if it could be a variable in the negotiations process the perhaps if we drop a channel we can pick up wifi in other areas of town. Caron stated that it can certainly be asked. Caron stated that a lot of people have been asking about ate Common and the LAFA fields. Councilor Green stated that over at West Rd they pay for their own.			

LONDONDERRY TOWN COUNCIL MEETING MINUTES

41				
42	Al Sypek, 86 Constitution Drive, stated that he is a very satisfied Comcast customer. Sypek stated that he			
43	does a lot of volunteer work at the studio as well. Sypek stated that he agrees with everything Caron ha			
44	stated but wanted to point out that this contract is only for television and not wifi. Sypek stated that he i			
45 46	very happy with the way the contact is and we are a lucky community with the cable access we have her			
47	in Londonderry. Sypek stated that he is in favor of renewing the contract.			
	Many Wing Spanner 2 Call Delegated days have all and the second at the s			
48 49	Mary Wing Soares, 2 Gail Rd, stated that she as well agrees with everything that was said and is in favor of renewing the contract. Soares stated that Comcast's customer service has improved so much over the			
50	years. Soares stated that Comcast has been responsive in updating the equipment. Soares also applaude			
51	Caron and all of the member of the Cable Access Center.			
52				
53	Vice Chairman Freda entered the room.			
54				
55	Chairman Farrell stated that you have to advocate for yourself. If there is a problem, call Comcast. There			
56	was no other comment from the Council. Chairman Farrell stated to Caron to see what he could do and			
57	let the Council know what they come up with.			
58				
59 60	Motion to close public hearing made by Councilor Green and second by Councilor Butler. Chair votes 4-0-0.			
61	0-0.			
62	OLD DUCINECS			
63	OLD BUSINESS			
64	NONE			
65	NONE			
66	NEW DIGINESS			
67	NEW BUSINESS			
68	NONE			
69	NONE			
70				
71	ADDDOVAL OF MINIUTES			
72	APPROVAL OF MINUTES			
73	Approval of Town Council minutes from Fohmany 6, 2017 made by Councilor Cross and second by			
73 74	Approval of Town Council minutes from February 6, 2017 made by Councilor Green and second by Councilor Butler. Chair votes 4-0-0.			
75				
76	BOARD/COMMITTEE APPOINTMENT/RE-APPOINTMENT			
77				
78	Motion to appoint Bob Maxwell as a member of the Conservation Commission made by Councilor Green			
79	and second by Vice Chairman Freda. Chair votes 4-0-0.			
80				

LONDONDERRY TOWN COUNCIL MEETING MINUTES

81	TOWN MANAGER REPORT				
82					
83	NONE				
84					
85	<u>ADJOURNMENT</u>				
86					
87	Motion to adjourn made by Councilor Green and second by Vice Chair Freda. Chair votes 4-0-0.				
88					
89	Notes and Tapes by:	Kirby Wade	Date: 02/13/2017		
90	Minutes Typed by:	Kirby Wade	Date: 02/18/2017		
91	Approved by:	Town Council	Date: 03/06/2017		