

**TOWN COUNCIL AGENDA**  
**June 17, 2019**  
**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.) **Ordinance #2019-03** – An Ordinance Relative to the Rezoning of Map 2, Lot 27, 6 Tavern Hill Road  
**Presented by Colleen Mailloux**
- 2.) Acceptance or Unanticipated Funds Donations  
Under RSA 31:95-b  
**Presented by Justin Campo**
- 3.) Transfer of Map 16, Lot 97, 104 Rockingham Road from the Twenty Associates, LLC to the Town of Londonderry  
**Presented by Mike Malaguti**

**D. OLD BUSINESS**

- 1.) **Transfer of Map 7, Lot 40-13 from the Town of Londonderry to Vernco Apple, LLC**

**E. NEW BUSINESS**

- 1.) **Order #2019-17** – An Order Relative to the Expenditure of Maintenance Trust Funds  
**Presented by Steve Cotton**
- 2.) **Order #2019-18** – An Order Relative to the Distribution of Fire Equipment Capital Reserve Fund  
**Chief Darren O'Brien**
- 3.) **Order #2019-19** – An Order Relative to the Licensing of a Junkyard Pursuant to RSA 236 (Murray's Auto)  
**Presented by Richard Canuel**
- 4.) **Order #2019-20** – An Order Relative to the Licensing of a Junkyard Pursuant to RSA 236 ( S & S Metals)  
**Presented by Richard Canuel**

- 5.) **Resolution #2019-06** - A Resolution Relative to the Acceptance of Unanticipated Revenue Under RSA 31:95-b  
**Presented by Justin Campo**
- 6.) **Resolution #2019-07** – A Resolution Relative to Acceptance of Unanticipated Revenue Under RSA 31:95-b  
**Presented by Justin Campo**

**F. APPROVAL OF MINUTES**

Approval of June 3, 2019 Town Council Minutes

**G. APPOINTMENTS/REAPPOINTMENTS**

**H. OTHER BUSINESS**

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

**I. ADJOURNMENT**

**J. MEETING SCHEDULE**

- A. Town Council Meeting – 07/15/19 Moose Hill Council Chambers, 7:00PM
- B. Town Council Meeting – 08/12/19 Moose Hill Council Chambers, 7:00PM
- C. Town Council Meeting – 09/02/19 Moose Hill Council Chambers, 7:00PM
- D. Town Council Meeting – 09/16/19 Moose Hill Council Chambers, 7:00PM

## **LEGAL NOTICE**

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

Ordinance #2019-03 – An Ordinance Relative to the Rezoning of Map 2, Lot 27, 6 Tavern Hill Road

The Public Hearing is scheduled for Monday, June 17, 2019 at 7:00 PM at the Londonderry Town Hall, 268B Mammoth Road, Londonderry, NH 03053.

Londonderry Town Council

First Reading: 5/6/2019  
Second Reading/Public Hearing: 5/20/2019  
Adopted: 5/20/2019

**ORDINANCE #2019-03**  
***AN AMENDMENT TO THE ZONING ORDINANCE***  
***RELATIVE TO REZONING MAP 2, LOT 27***  
***6 TAVERN HILL ROAD***

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***WHEREAS*** the Planning Board has received a request to rezone the above-referenced parcel from Commercial-II (C-II) and Route 102 Performance Overlay District (POD) to Agricultural-Residential-I (AR-I); and

***WHEREAS*** the Planning Board has recommended that the Town Council act favorably upon the request; and

***WHEREAS*** the requested rezoning will make the zoning of this lot consistent with the adjacent parcels to the north;

***NOW THEREFORE BE IT ORDAINED*** by the Town Council of the Town of Londonderry that the Town Zoning Ordinance be amended to reflect the rezoning of Map 2 Lot 27 from Commercial-II (C-II) and Route 102 Performance Overlay District (POD) to Agricultural-Residential-I (AR-I) to become effective upon passage of this ordinance.

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John Farrell - Chairman  
Town Council

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Sharon Farrell  
Town Clerk

(TOWN SEAL)

A TRUE COPY ATTEST:  
XX/XX/XX





**Town of Londonderry**  
**Planning and Economic Development Department**

268B Mammoth Road  
Londonderry, NH 03053  
Phone 603.432.1100 x 134  
[www.londonderrynh.org](http://www.londonderrynh.org)

**To:** Town Council  
**From:** Colleen Mailloux, AICP, Town Planner  
**CC:** Kevin Smith, Town Manager  
**Date:** May 6, 2019  
**Re:** Rezoning Recommendation from Planning Board, Map 2 Lot 27

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On April 3, 2019, the Planning Board held a public hearing relative to the Zoning Ordinance and Zoning Map.

The Planning Board, by unanimous vote, recommends to the Town Council to approve rezoning Map 2 Lot 27 from the current zoning classification C-II, AR-I and Route 102 Performance Overlay District to AR-I.

A copy of the application, staff recommendation to the Planning Board, and the Planning Board minutes are attached.

Staff will be in attendance at the public hearing to present the proposed zoning change. Please feel free to contact me if you have any questions.

## STAFF RECOMMENDATION

**To:** Planning Board

**Date:** April 3, 2019

**From:** Colleen P. Mailloux, AICP, Town Planner

**Re:** Rezoning Request, Map 2, Lot 27 – From C-II, AR-1 and Route 102 POD to AR-1

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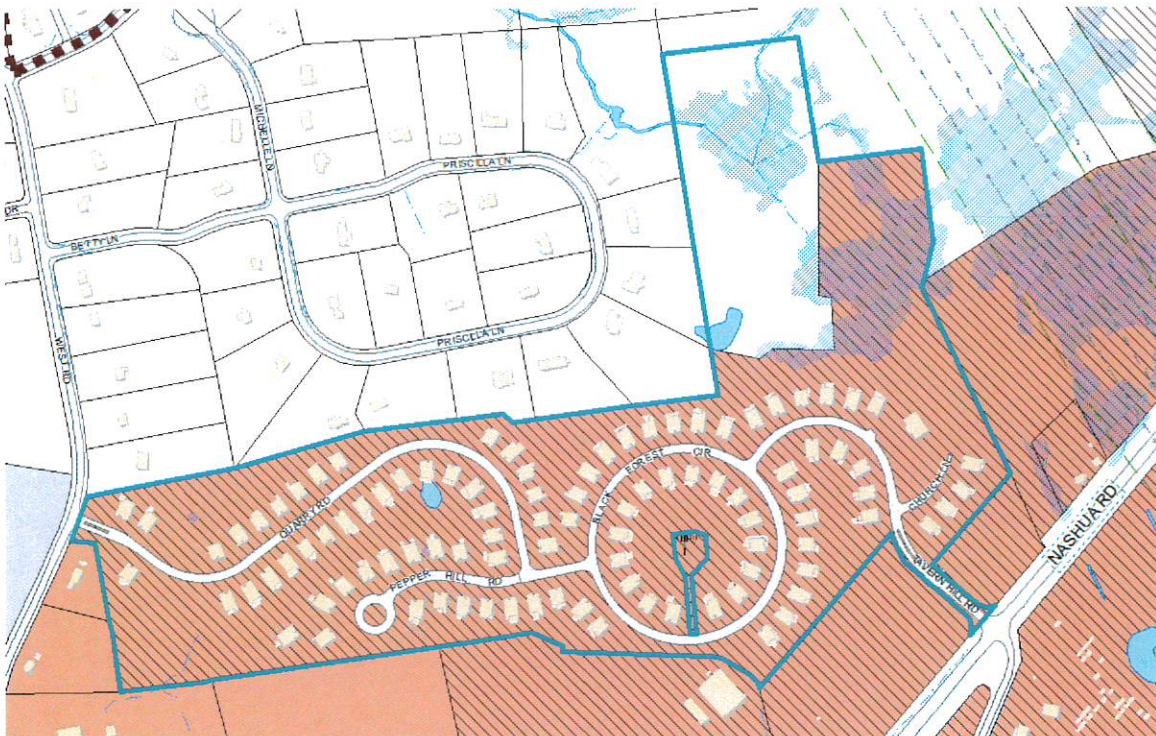
The Planning & Economic Development Division has reviewed the above referenced rezoning request and we offer the following comments:

### Review Comments:

The Applicant (the Hickory Woods Condominium Association) requests the rezoning of 6 Tavern Hill Road, Map 2 Lot 27 from C-II/AR-1 and RTE 102 POD to AR-1. The 60 acre parcel is fully developed as a 55+ condominium community, containing 98 units with access from Route 102 and West Road. The northeast portion of the property is currently zoned AR-1 and abuts residential parcels on West Road and Priscilla Lane. The parcels abutting the property on the Route 102 side are zoned C-II and the RTE 102 POD. The entrance way off of West Road consists of an industrial parcel directly across the street and AR-1 properties to the north. Elderly housing is a permitted use in the AR-1 zone.

There is a separate 0.353 acre parcel within the interior of the site, Map 2, Lot 27-30, Zoned C-II and RTE 102 POD which is the site of an existing cell tower. This lot is noted on the Hickory Woods site plan as a non-buildable lot on page 5 of plan no. D-37811 and is not part of the rezoning request.

The applicant is requesting that the lot be rezoned so that it reflects the present agricultural-residential use.



**Staff Recommendation:**

The proposed rezoning is consistent with the use and neighboring zoning in that area and would reflect the current use of the property. Further, the property is a condominium association governed by the rules and regulations of the Declaration of Condominium for Hickory Woods Condominium filed at the Rockingham County Registry of Deeds at Book 5513 Page 2510 and other associated documents regulating the use of the property and restricting commercial uses on the parcel. Though the rezoning of this parcel will result in the cell tower lot as a commercial lot surrounded by residential, the Town Attorney has provided the opinion that the proposed re-zoning request does not constitute spot zoning.

As such, Staff supports a Planning Board **RECOMMENDATION** to the Town Council to approve the rezoning of Map 2 Lot 27, currently zoned C-II/AR-I and RTE 102 POD to AR-1.



TOWN OF LONDONDERRY  
*Community Development Department*  
Planning & Economic Development Division



268B Mammoth Road  
Londonderry, New Hampshire 03053  
Phone: (603) 432-1100, x134 Fax: (603) 432-1128

## REZONING APPLICATION

Name of Applicant: Philip W. Lee (President Hickory Woods, HOA)

Name of Lot Owner: Hickory Woods Homeowners Association  
(If different)

Address: 6 Tavern Hill Road

Telephone #: 603-228-6583

Date Submitted: 3/12/19

Tax Map # 2 Lot # 27  
(Please list all if multiple lots are involved)

Current Zoning: C-II

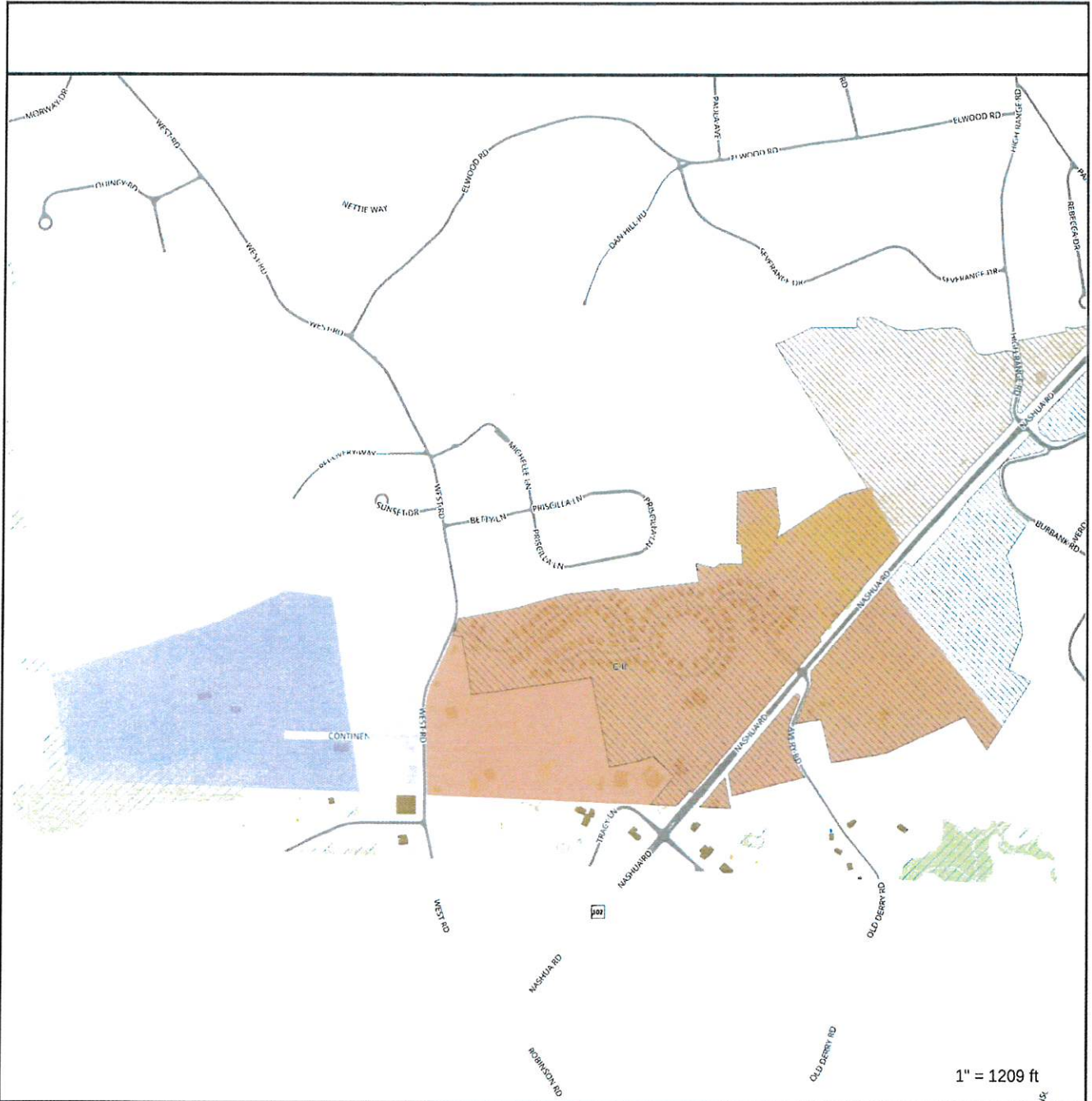
Proposed Zoning: AR-1

**Please explain the purpose and justification for your rezoning request** (attach additional sheets if necessary):

On the 60.95 acre property described on Tax Map 2 Lot 27 is located the Hickory Woods Condominium Association, a 98 unit condominium association for persons 55 years and older. The 98 units are comprised of 98 stand alone private residences, each with two bedrooms and an attached two car garage. The property also houses recreational facilities reserved for the use of residents of the 98 units. The property is exclusively occupied by the Hickory Woods Condominium Association and no commercial structures are located within its borders. Neighboring properties on our northern border are zoned AR-1. Since Hickory Woods is used only for residential purposes and since all but one of the 10 other 55 and older communities located in Londonderry are zoned AR-1 or R-III we feel this change would be appropriate.

**Planning Department Comments** (to be filled in by Town Staff):





**MAP FOR REFERENCE ONLY  
NOT A LEGAL DOCUMENT**

Town of Londonderry, NH makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

on the plan at that time.

**M. Soares made a motion to continue the application until May 8, 2019.**

**T. Combes seconded the motion.**

**The motion was granted, 8-0-0. The Chair voted in the affirmative.**

Chairman Rugg noted that the plan is continued until May 8, 2019, at 7 p.m. at the Town Hall and this would be the only formal public notice.

**C. Rezoning request to rezone Six Tavern Hill Road, Map 2 Lot 27 Zoned C-II/AR- I and RTE 102 POD to AR-1 by Hickory Woods Condominium Association (Owner & Applicant)**

Chairman Rugg read the case into the record.

Robert Medeiros, 37 Quarry Road, addressed the Board. R. Medeiros stated that he felt his was a straight forward corrective action as Hickory Woods is a residential area that is currently zoned C-II. He would like the zoning to be changed to an AR-I zone.

Chairman Rugg opened it up to the Board for questions. Town Planner Mailloux said that the current property is 60 acres, fully developed, 55+ community. She said there is an area that is zoned AR-I, as well as C-II in the Performance Overlay District (POD). She said this was brought to her attention when notices went out regarding the upcoming zoning changes in the town. She said that the request is for the parcel to be zoned AR-I in which 55+ communities are a permitted use. She pointed out an area in the parcel that she called a "shovel" that is a separate parcel of land where an existing cell tower is located that will not be part of the rezoning application. She said that the "shovel" type piece will be remaining C-II and POD. She told the Board that she discussed this with the town attorney who felt this was not spot zoning and was okay with this not. She said that Staff recommends the Board recommend the zoning change as requested to the Town Council. R. Medeiros presented a letter (Exhibit 1) of all the residents of Hickory Woods who had signed the petition for the rezoning request. Town Planner Mailloux addressed the concern regarding the change of zoning to AR-I where now it would add the 75 foot buffer requirement to any abutting commercial properties.

**M. Soares made a motion to recommend to the Town Council that they approve the rezoning of 6 Tavern Hill Road, Map 2 Lot 27, currently zoned C-II/AR-I and RTE 102 POD to AR-1.**

**T. Combes seconded the motion.**

**The motion was granted, 8-0-0. The Chair voted in the affirmative.**



Victoria F. Sheehan  
Commissioner

THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION



William Cass, P.E.  
Assistant Commissioner

Londonderry  
X-A004(724)  
41715  
NH 28/Stonehenge Road  
Intersection Improvements

Bureau of Highway Design  
Room 200  
Tel. (603) 271-2171  
Fax (603) 271-7025

March 29, 2019

Mr. Kevin Smith, Town Manager  
Town of Londonderry  
268B Mammoth Road  
Londonderry NH 03053

Dear Mr. Smith:

Thank you for meeting with us on March 5, 2019 to discuss the NH 28/Stonehenge Road intersection improvements. Attached is a draft Project Agreement. Once the agreement is executed and authorized by Governor and Council, engineering can begin.

At the meeting you expressed concern with the budget as shown in the adopted Ten-Year Transportation Improvement Plan (TYP). You also requested an accounting how the Town's share of the project increased from approximately \$519,000 to one half of the total project costs. A research of the project in the GACIT approval process for the 2019-2028 TYP is as follows:

Southern New Hampshire Planning Commission (SNHPC) submitted the SNHPC Regional Priorities for new projects to be included the 2019-2028 TYP to the New Hampshire Department of Transportation (NHDOT) via a letter to Commissioner Sheehan dated May 5, 2017. The Londonderry NH 28/Stonehenge Road project was submitted with \$1,000,000 as the funding needed to complete the project. The project was rated as seventh of the ten projects by SNHPC and was below the cutoff in order to meet regional fiscal constraint. The project costs were not reviewed by NHDOT at submission time due to the low priority ranking by SNHPC. The draft TYP incorporated six of the ten projects in the plan.

In the summer of 2017 NHDOT was approached by the Town and Councilor Pappas about using the funds the Town received from additional highway block grant funds (SB38) of approximately \$519,823 towards the project. NHDOT was asked if the project was programmed into the TYP would NHDOT be ready with a reasonable timetable (3 years) and project cost. NHDOT staff evaluated the budget and determined that \$1 million was not likely to be sufficient for the project. A signalized intersection might be constructed for approximately \$1.5 million. If no right-of-way was required then it could possibly be built in 2019. The cost for a roundabout would be approximately \$1.75 million and



would likely require additional right-of-way. The additional right-of-way would take at least a year longer to deliver.

During the Public Hearing held in Londonderry on September 14, 2017, testimony was given that this project was a high priority for the Town. In an effort to advance the project the Town was willing to allocate all of the funds the town received from additional highway block grant funds (SB38) of approximately \$519,000 towards the project. With the submitted budget from SNHPC, this would have the Town paying approximately half of the project and the state paying roughly half. It was also stated that this could be a model for other communities to follow to advance projects in the future.

The GACIT Hearing Summary Project and Program Updates dated 12/6/17 added this project to the Draft TYP with construction proposed in FY2020. Please see table below. The column labeled impact identifies the impact on fiscal constraint of the federal program and represents 50% of the total project cost of \$1,710,000.

GACIT Meeting - GACIT Hearing Summary  
Fall 2017  
Project & Program Updates

12/06/17

GACIT Hearing Comments with Recommendations to GACIT	Recommendations	Impact
<b>Conway 40638</b> NH16, NH 113 and NH 153 Project - Revise scope of Roundabout Project to intersection improvements for NH 16/NH 153 and NH 16/NH 113. Align schedule with Conway project 10018.	Project 40638 - Reduce scope to intersection improvements (\$3M) advance Project from 2025 to 2019 Move Const to FY19 (\$3M). ROW (\$200k) to FY19 & PE (\$400k) to FY18	\$ (1,548,097)
<b>Epping 29608</b> - NH125 improvements from NH 27 to NH 37- Congestion and safety issues north from the junction of NH101 interchange - Extend the study area south to NH101 interchange	Extend limits south - no funding increase	\$ -
<b>Epping 40643</b> - Signal coordination in same area as 29608 - Projects should be coordinated (Need to adjust \$ and remove 40643)	Combine projects and advance funding 3 years from 2025 to FY 2022	\$ -
<b>Hampton Project 26485</b> - Hampton Branch rail corridor -Request to retain funding in Draft Ten Year Plan to continue negotiations with Pan AM	Roll CMAQ forward from FY18 to FY19	\$ 990,000
<b>Hampton Project 40797</b> - Increase funding for Ocean Blvd. project extend limits	Cash Flow PE 2021-2022 over 4 yrs 2019 - 2022 Combine project 29609 (Eng Study) add FY 18 funds	\$ (22,692)
<b>Henniker-Hopkinton 40633</b> - Rte 9 Intersection improvements	Advance Funding 1 year from 2026 to 2025 Add PE \$330,000 FY18	\$ (24,893)
<b>Lebanon 40794</b> - Reconstruct Mechanic St/High St/Mascoma - \$2.8M set aside for improvement based on recommendations from the corridor study to be completed this Fall.	Add ROW \$113,580 FY19 & Add Const \$2.635M based on approved TYP - delay Const 1 year from 2019 to 2020	\$ 287,320
<b>Laconia 40656</b> Court St and Project 26706 Academy St (SAB program) - swap years	Swap years - \$ adjusted in SAB Program	\$ -
<b>Laconia 24181</b> - Centenary Ave - Adjust estimate to better match description of work	Timber Bridge removal - reduction in 2025	\$ (1,223,923)
<b>Londonderry Project</b> -Intersection safety improvement NH28/Stonehenge Road. The Town of Londonderry will approximately fund this project with 50% State/50% Town	Town is willing to earmark Gov. BGA to fund 50% of project or \$870k total. Federal PE \$150k (FY19), ROW \$5k(FY19), CON-\$700k(FY20)	\$ 855,000
<b>Nashua to Manchester</b> - Capitol Corridor Study (Preliminary Engineering, Environmental Requirements, Financial Plan) Program (Statewide Programmatic) FTA5307	Funding source: Boston UZA - Not Fed Formula Reduce Boston UZA (FTA5307) Programmatic	\$ 4,000,000 \$ (4,000,000)
<b>Milford 41587</b> - Rehabilitation of Swing Bridge	Advance Const 3 years from 2028 to FY25, PE & ROW to FY20 Town needs to provide local match	\$ (66,581)
<b>Plymouth - Highland St Project</b> - Intersection improvements - Town to make match (Local road - Fed Aid eligible)	Advance Const 2 years from 2027 to FY25, ROW to FY24, & PE to FY 22	\$ (90,687)

The Governor's version of the TYP dated 1/16/2018 includes the following listing of the project:





## 2019 - 2028 Ten Year Plan

Pending Approval

1/16/2018

**LONDONDERRY (41715)**

Route/Road NH 28; STONEHENGE ROAD

Category INDIVIDUAL PROJECTS

Scope OPERATIONAL AND CAPACITY IMPROVEMENTS AT  
THE INTERSECTION OF NH 28 & STONEHENGE RD

Strategy TIER 2

Phase	Year	Funding	Program
Preliminary Engineering	2019	55,000	NON-PAR (other)
Preliminary Engineering	2019	55,000	None-Highway
Right of Way	2019	100,000	NON-PAR (other)
Right of Way	2019	100,000	None-Highway
Construction	2020	700,000	NON-PAR (other)
Construction	2020	700,000	None-Highway
<b>Total</b>		<b>\$1,710,000</b>	
			<b>Previous Funding</b>
			<b>Current TYP Funding</b>
			<b>Future Funding Required</b>
			<b>Total Project Cost</b>
			<b>\$0</b>
			<b>\$1,710,000</b>
			<b>\$0</b>
			<b>\$1,710,000</b>

**Comments** Town to provide 50% match

Project funding details shown on the GACIT's recommendations (dated 12/20/2017) Draft TYP only identifies the federally funded portion of the project. The funds identified as NON-PAR (other) above represent the Town funded portion of the project. All versions following the Governor's draft consistently list the total project funding of \$1.7 Million.

The project has been included in the State Transportation Improvement Plan (STIP) update dated 1/11/2019. The funding for construction was adjusted for inflation in the TYP. Therefore the construction funding in the STIP is reduced. Please see the following table. The agreement has been drafted to reflect the funding in the STIP.



# Revision Report

Pending Approval

A0

1/11/2019

## Proposed Dollars

### LONDONDERRY (41715)

All Project Cost: \$1,675,188

Route/Road/Entity: NH 28 Stonenenge Road

Scope: Operational and capacity improvements at the intersection of NH 28 & Stonenenge Rd

Phase	Year	Federal	State	Other	Total	Funding
PE	2019	\$55,000	\$0	\$55,000	\$110,000	STP-Areas Over 200K, Toll Credit, Towns
ROW	2019	\$100,000	\$0	\$100,000	\$200,000	STP-Areas Over 200K, Toll Credit, Towns
Construction	2020	\$682,594	\$0	\$682,594	\$1,365,188	STP-Areas Over 200K, Toll Credit, Towns
		\$837,594	\$0	\$837,594	\$1,675,188	

Regionally Significant: No

Managed By: DOT

CAA Code: E-51

RPC: SNHPC

Looking forward to a successful project. If you have any questions, please contact me via email at [Melodie.Esterberg@dot.nh.gov](mailto:Melodie.Esterberg@dot.nh.gov) or via telephone at 271-2297.

Sincerely,

Melodie A. Esterberg, P.E.  
Chief of Design Services

MAE/me

Enclosures

CC:

Document2

**PROJECT AGREEMENT**

**FOR**

**TOWN OF LONDONDERRY**

**STATE VENDOR #: 177430**

**STATE PROJECT #: 41715**

**FEDERAL PROJECT #: X-A004(724)**

THIS AGREEMENT, executed in *duplicate*, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, between the New Hampshire Department of Transportation, hereinafter called the "DEPARTMENT" and the Town of Londonderry hereinafter called the "TOWN".

WITNESSETH that,

WHEREAS, the DEPARTMENT intends to construct a project in Londonderry along NH 28, currently identified as a federally-funded roadway project, Londonderry 41715, which includes operational and capacity improvements at the intersection of NH 28 and Stonehenge Road (hereinafter called the "PROJECT"); and

WHEREAS, Stonehenge Road is a Town street; and

WHEREAS, this project has been included in the 2019-2028 Ten-Year Plan; and

WHEREAS, the costs associated with the PROJECT are currently estimated at approximately \$1.7 million in fiscal year 2020; and

WHEREAS, all costs for the Project as described above, other than those related to relocation of utilities as outlined in the DEPARTMENT'S Utility Accommodation Manual, are to be shared equally by the DEPARTMENT and the TOWN with the project funding and target ad date as represented in the table below; and

<b>Ad Year: 2020</b>	<b>State Share 50%</b>	<b>Town Share 50%</b>	<b>Total Budget</b>
Current Day Estimate	\$837,594	\$837,594	\$1,695,188

NOW, THEREFORE, in consideration of the above premises, it is mutually agreed as follows:

**DUTIES AND RESPONSIBILITIES OF THE DEPARTMENT**

1. The DEPARTMENT shall design and construct project Londonderry 41715, operational and capacity improvements to the intersection of NH 28 and Stonehenge Road. All work associated with construction of these facilities will be in accordance with DEPARTMENT specifications.

2. The DEPARTMENT will assume control and management of the Engineering, Right-of-way appraisals and acquisitions, environmental efforts including any necessary permitting, and Construction of this project.
3. The DEPARTMENT will be responsible for the management and operation of the work zone throughout the duration of the active construction of the project.
4. The DEPARTMENT will be responsible for operation and maintenance of any traffic control devices and or signals.

#### **DUTIES AND RESPONSIBILITIES OF THE TOWN**

5. The TOWN will offer commentary and input on the design of the project. The TOWN agrees to assign employees to provide direct input and communicate progress to the TOWN. The DEPARTMENT will consider all input, but has the ultimate approval authority.
6. The TOWN will, at its own cost, be responsible to provide for the year round maintenance, including snow removal, of the existing roadway and other transportation facilities within the Town right-of-way, in accordance with the TOWN's policies and/or practices, until construction begins and during winter shut-down periods.
7. The TOWN agrees that all utility locations, as verified at the beginning of the project, shall not be altered unless changes are made according to any applicable licensing procedure of the TOWN. Any changes to TOWN or private utilities within the work area must be coordinated with the DEPARTMENT.
8. The TOWN shall, at its own cost, provide or cause to provide for the future maintenance of the reconstructed roadway, sidewalks and other transportation facilities indicated above within the Town Right-of-way and all other sidewalks constructed as part of this project, which includes winter snow and ice removal in accordance with the TOWN's policies and/or practices and the requirements of 23 CFR 1.27 and 28 CFR 35.133, once the work under this AGREEMENT is completed.
9. The TOWN will, at its own cost and expense, operate and maintain all existing lighting and any new lighting that may be installed as part of the project within the Town right-of-way in accordance with the TOWN's policies and/or practices.
10. Engineering considerations are vital to proper maintenance and operation of these improvements, and future operational adjustments may be necessary due to changed traffic conditions, technical advances or emergency situations. The TOWN agrees that no changes will be made without prior approval of the DEPARTMENT and Federal Highway Administration.

#### **IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE DEPARTMENT AND THE TOWN:**

11. The TOWN delegates to the Commissioner of the New Hampshire Department of Transportation the authority to control traffic within the construction zones of this project. The Department will coordinate with the TOWN to solicit input on the Traffic Control Plans. This will be memorialized as a separate Municipal Work Zone Agreement.
12. The engineering design for the project will be in accordance with applicable Federal and State standards. It is understood that modifications may be required to the current design based on changes in current traffic patterns, environmental regulations and other requirements.

13. All right-of-way (ROW) shall be acquired in fee in the name of the State.
14. Notwithstanding the requirements herein, it is further understood that neither the DEPARTMENT, nor the Federal Highway Administration will be responsible for any expenses or costs incurred by the TOWN under this agreement unless expressly authorized by the DEPARTMENT prior to the work being performed.
15. This agreement is contingent upon the appropriation of sufficient funds from the State of New Hampshire Legislature and the Federal Highway Administration. If sufficient funds are not appropriated, the DEPARTMENT may terminate this AGREEMENT upon thirty (30) days' written notice to the TOWN. Such termination shall relieve the DEPARTMENT and the TOWN from obligations under this AGREEMENT after the termination date.

16. Provision of cost share funds to the DEPARTMENT shall be in the following manner.

	STATE	TOWN	TOTAL
PE	\$ 55,000	\$ 55,000	\$ 110,000
ROW	\$ 100,000	\$ 100,000	\$ 200,000
Construction	\$ 682,594	\$ 682,594	\$1,365,188

- a. All costs will include 10% indirect charges.
  - b. The TOWN shall provide its full share of project funds for Preliminary Engineering prior to commencement of that phase.
  - c. The DEPARTMENT will invoice the TOWN monthly for Right-of-Way Acquisition costs including Bureau of Right of Way staff time.
  - d. The TOWN shall provide its full share of project funds for Construction based on estimated project costs after receipt of bids and prior to award of the Contract.
  - e. The DEPARTMENT will invoice the TOWN monthly for Construction Engineering costs.
  - f. The TOWN shall be responsible for 50% of the overall actual project costs determined after acceptance of the completed project.
  - g. The DEPARTMENT will provide monthly reports on expenditures.
17. Project scope, schedule and budget shall be reviewed by the DEPARTMENT and the TOWN upon completion of the NEPA process. If it is determined at this point that the project is not feasible, the project will be cancelled and project costs to date will be shared at 50/50 split.
  18. As the project is finalized, should the scope of the project result in costs exceeding the amount budgeted, the DEPARTMENT and TOWN agree to review the project to determine whether to reduce the scope of the project or seek additional funding sources.
  19. The TOWN 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 the TOWN or its subcontractors in carrying out the provisions of this agreement. Notwithstanding the foregoing, nothing herein contained, shall be deemed to constitute a waiver of the sovereign immunity of the STATE or the

DEPARTMENT, which immunity is hereby reserved. This covenant shall survive the termination of this agreement.

20. This agreement constitutes the entire agreement between the parties regarding the subject matter herein, and supersedes and replaces all previous agreements, whether written or oral, pertaining to the subject matter hereof. Any changes to this agreement must be made by written amendment executed by authorized representatives of the parties.

IN WITNESS WHEREOF, the parties here have affixed their signatures, the Town of Londonderry, New Hampshire, on this \_\_\_\_ day of \_\_\_\_\_, 2019, and the New Hampshire Department of Transportation on this \_\_\_\_ day of \_\_\_\_\_, 2019.

**NEW HAMPSHIRE DEPARTMENT OF  
TRANSPORTATION**

**TOWN OF LONDONDERRY**

BY: \_\_\_\_\_  
Victoria F. Sheehan  
Commissioner

BY: \_\_\_\_\_  
Town Manager  
Town of Londonderry



**TOWN OF LONDONDERRY  
NOTICE OF PUBLIC HEARING  
ACCEPTANCE OF UNANTICIPATED  
FUNDS AND NON-MONETARY  
DONATIONS UNDER RSA 31:95**

The Londonderry Town Council will hold a public hearing pursuant to RSA 31:95-b, acceptance of unanticipated funds in excess of \$10,000, and RSA 31:95-e, acceptance of gifts valued in excess of \$5,000, for the fiscal year ending June 30, 2019.

The public hearing will be held on Monday, June 17, 2019 at a meeting of the Council scheduled to begin at 7:00 p.m. in the Moose Hill Conference Room, 268B Mammoth Road, Londonderry, NH. Information on the funds to be accepted is available in the Finance Office during regular business hours. The public is urged to attend.

## **LEGAL NOTICE**

Pursuant to RSA 36-A:4, notice is hereby given that the Londonderry Town Council will hold a public hearing on the following item:

The transfer of Map 16, Lot 97 (104 Rockingham Road) from the Twenty Associates, LLC to the Town of Londonderry

The public hearing will occur on Monday, June 17, 2019  
at 7:00 PM at the Londonderry Town Hall, 268B Mammoth Road,  
Londonderry, NH 03053.

Londonderry Town Council



*Deed  
Hampshire  
of  
Hampshire  
Nashua, N.H.*

KNOW ALL MEN BY THESE PRESENTS

THAT I, Raymond A. Labombarde, a single man, of Nashua, in the County of Hillsborough and State of New Hampshire, in consideration of One Dollar and other valuable consideration to me in hand before the delivery hereof paid by a certain group of individuals associated together under the name "The Twenty Associates", the receipt whereof is hereby acknowledged, do hereby covenant and agree with The Twenty Associates, and with each and every individual member thereof, that I shall henceforth stand seized for the benefit of the said The Twenty Associates and each and every member thereof as to his aliquot share in the said association of all the right, title and interest in and to the following real estate:

Fourteen acres Rice Lot, situated in School District No. 9, Londonderry, New Hampshire, taxed for the year 1923 to J. D. Hart.

Three acres land situated in School District No. 9, Londonderry, New Hampshire, taxed for the year 1923 to Briggs Salls.

Four acres of Meadow Land situated in District No. 7, Londonderry, New Hampshire, formerly owned by John Morrison Heirs.

The four-acre parcel of Meadow Land in District No. 7 is subject to a lease to the New Hampshire Fish and Game Department, dated March 22, 1954, for a period of twenty-five (25) years giving said Fish and Game Department the right to enter, build, maintain and control a water control structure all as described in said lease, said lease being recorded in Book 1349, Page 375, Rockingham County Records.

Said premises are the same as conveyed to me by deed of Henry E. Paul, dated March 27, 1961, and recorded in Volume 1585, Page 352, Rockingham County Records.

I further covenant and agree with said association that I shall stand seized of any additional interest in said premises which may be acquired by me. I further covenant and agree for myself, my executors or administrators that I will execute such additional deed or instrument as may be necessary to transfer all of my right, title and interest of record in and to said

1591 176

premises to such person, association or corporation as the said The Twenty Associates may at any time designate by vote of its members in accordance with the by-laws of the said association.

IN WITNESS WHEREOF I have hereunto set my hand and seal this 17 day of July, 1961.

Signed, sealed and delivered in the presence of:

*Joyce M. Keirgo* *Raymond A. Labombarde*

State of New Hampshire

County of Hillsborough

On this the 17 day of July, 1961, before me *Joyce M. Keirgo*, the undersigned officer, personally appeared Raymond A. Labombarde, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand.

*Joyce M. Keirgo*  
Justice of the Peace

Rec'd & recorded July 20, 9:20 A.M., 1961.

106

LONDONDERRY TOWN COUNCIL MEETING MINUTES

2/4/19

37 Motion to accept the resignation of Leitha Reilly from SNHPC made by Councilor  
38 Dolan. Second by Councilor Butler. Chair votes 5-0-0.

39

40

**PUBLIC HEARING**

41

42 Motion to open Public Hearing made by Vice Chairman Green and second by Councilor  
43 Butler. Chair votes 5-0-0.

44

45 Chairman Farrell introduced Resolution #2019-02, a Resolution relative to the elder  
46 exception policy. Rick Brideau, Town Assessor presented. There was no comment from  
47 the public.. Vice Chairman Green motioned to approve Resolution #2019-02. Second by  
48 Councilor Butler. Chair votes 5-0-0.

49

50 Motion to close public hearing made by Vice Chairman Green and second by Councilor  
51 Combes. Chair votes 5-0-0.

52

53

**OLD BUSINESS**

54

55

**NONE**

56

57

**NEW BUSINESS**

58

59 Chairman Farrell introduced the land donation on Liberty Drive. Mike Speltz presented a  
60 PowerPoint to the Council. See attached.

61

62 The Council gave Town Manager Smith a consensus to move forward with the donation.

63

64 Chairman Farrell stated that the Town Deliberative Session is this Saturday, February 9 at  
65 9am at the High School Cafeteria.

66

67 Chairman Farrell introduced Order #2019-03, the expenditure of Maintenance Trust Fund  
68 for various projects. Presented by Steve Cotton. This Order is in the amount of \$7,933.00  
69 for winter maintenance, dry sprinkler system at Town Hall and boiler repair at LPD.

70 Motion to approve Order #2019-03 made by Vice Chairman Green and second by  
71 Councilor Combes. Chair votes 5-0-0.



# Proposed Conservation Property Donation

Map 16, Lot 97



# Property Data

- Owner:  
Twenty Associates  
(one of 4 parcels  
acquired in 1961)
- Size:  
3.00 acres
- Assessed value:  
\$19,000



Looking north;  
property on the left







## Features:

- 2/3 wetland
- 1/3 upland
- Woods road
- Rail trail frontage
- Abuts state land





# Looking South Toward the Peat Bog Property on the Right





# Upland Portion of Property Woods Road in Background





# Woods Road, Looking East Property on Both Sides





# Wetland Portion of the Property Rail Trail is off the Photo to the Left





# Recommendations

- Accept the donation
- Work with Trailways to install a bench and interpretive signage on the upland portion
- Avoid the necessity of taking the parcel for taxes
- Extend the area of fully protected lands held by the State of NH and Eversource

Return to:

Town of Londonderry  
268 B Mammoth Road  
Londonderry, NH 03053

Transfer Tax Exempt

### QUITCLAIM DEED

KNOW ALL BY THESE PRESENTS, THAT, **TWENTY ASSOCIATES**, a New Hampshire general partnership, with a mailing address of 3 East Dunstable Road, Nashua, Hillsborough County, New Hampshire 03060, for consideration paid of One Dollar (\$1.00), grants to the **TOWN OF LONDONDERRY**, with a mailing address of 268B Mammoth Road, Londonderry, Rockingham County, New Hampshire 03053, with QUITCLAIM COVENANTS, a certain tract or parcel of land situate in Londonderry, New Hampshire and described and known as Tax Map 16, Lot 97, Londonderry, New Hampshire.

Meaning and intending to describe and convey a portion of the same premises conveyed to the within Grantor by Deed of Raymond A. Lombarde dated July 17, 1961 and recorded with said Registry in Book 1591, Page 175 on July 20, 1961.

This is a conveyance of property pursuant to NH RSA 78-B:2, I and therefore not subject to transfer tax.

This is not homestead property of the within Grantor.

[SIGNATURES ON FOLLOWING PAGE]

WITNESS my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

TWENTY ASSOCIATES

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
John Koutsos, Duly Authorized

STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH

On this \_\_\_\_ day of \_\_\_\_\_, 2019, personally appeared John Koutsos, known to me, or satisfactorily proven, to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes therein contained.

Before me,

\_\_\_\_\_  
Stephen J. Frasca  
Justice of the Peace  
My Commission Exp: 02/07/2023

**TWENTY ASSOCIATES  
SPECIAL MEETING OF THE MEMBERS**

A Special Meeting of TWENTY ASSOCIATES, a New Hampshire general partnership (the "PARTNERSHIP"), was held effective \_\_\_\_\_, 2019. All members were present, having waived notice of the time, place and purposes of the meeting.

Upon motions duly made, it was:

RESOLVED: That John Koutsos, being the Treasurer, execute and deliver the Quitclaim Deed for the property located at 104 Rockingham Road, Londonderry, New Hampshire, (hereinafter the "PROPERTY"), on behalf of the PARTNERSHIP, under such terms and conditions as he determines.

RESOLVED: That John Koutsos is hereby authorized and directed on behalf of the PARTNERSHIP to take all actions necessary or desirable to effect the transfer of the PROPERTY, including, without limitation, executing and delivering documents with respect to the quitclaim deed, tax filing forms, and any other documents and taking all other actions necessary or desirable to effect such transfer, all on such terms and conditions as John Koutsos determines.

Dated the date first set forth above.

TWENTY ASSOCIATES

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Maurice Arel, Secretary



# **ORDER #2019-17**

An Order Relative to

## ***EXPENDITURE OF***

## ***MAINTENANCE TRUST FUNDS FOR VARIOUS PROJECTS***

---

Reading: 06/17/2019

Adopted: 06/17/2019

***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 \$6,314.00 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 \$6,314.00, 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:***  
06/17/2019



**Expendable Maintenance Trust TC Order Request  
for Town Council Meeting "6/17/19"**

Description	Vendor	Amount
<b><u>HVAC Condenser HVAC unit #4 - Town Hall</u></b>	TRANE - 2687254	\$ 3,899.00
The exterior HVAC condenser unit #2 developed a leak that requires the condenser to be replaced. This EMTF request is for the material and labor costs to replaced the condenser and assure the unit is working properly. The condenser unit was installed in 2005, the warranty has expired.		\$ 3,899.00
<b><u>Replace 12 Window Sashes - Town Hall</u></b>	PG - 06042019	\$ 2,343.00
Several window sashes have developed condensation between the insulated glass. This EMTF request is for the materials and labor to replace 12 window sashes. The windows were installed in 2005, the 5 year warranty has expired.		\$ 2,415.00
<b>Total Town Council EMTF Order</b>		\$ 6,314.00

# ORDER 2019 - 18

An order relative to  
*The Distribution of Fire Equipment Capital Reserve Funds*

---

First Reading: 06/17/19  
Second Reading: Waived  
Adopted: 06/17/19

**WHEREAS** the Town of Londonderry, by adoption of Warrant Article 6 at the March 13, 2012, established the Fire Equipment Capital Reserve and authorized the Town Council as agents to expend from this capital reserve, and;

**WHEREAS** the Fire Department desires to purchase four (4) McGrath Mac EMS Video Laryngoscopes for use in Advanced Life Support by department Paramedics; and

**WHEREAS** the Fire Department has selected Physio Control as the vendor for the purchase of the aforementioned equipment at a cost of \$13,148.12; and

**WHEREAS** there is sufficient funds in the Fire Equipment Capital Reserve for the purchase of the aforementioned equipment;

**NOW THEREFORE BE IT ORDERED** by the Londonderry Town Council that the Finance Department is hereby directed and authorized to expend from the Fire Department Equipment Reserve Fund the sum \$13,148.12.

---

John Farrell - Chairman  
Town Council

---

Sharon Farrell - Town Clerk

(TOWN SEAL)

**A TRUE COPY ATTEST:**  
**06/17/2019**



**Physio-Control, Inc**  
 11811 Willows Road NE  
 P.O. Box 97006  
 Redmond, WA 98073-9706 U.S.A.  
 www.physio-control.com  
 tel 800.442.1142  
 Sales Order fax 800.732.0956  
 Service Plan fax 800.772.3340

To LONDONDERRY FD  
 Attn: Fred Heinrich  
 280 MAMMOTH RD  
 LONDONDERRY, NH 03053  
 6034321124  
[fheinrich@londonderrynh.org](mailto:fheinrich@londonderrynh.org)

Quote Number 00171608  
 Revision # 1  
 Created Date 4/16/2019  
 Sales Consultant Matthew Lampen  
 (207)233-8485  
[matthew.lampen@stryker.com](mailto:matthew.lampen@stryker.com)  
 FOB Redmond, WA  
 Terms All quotes subject to credit approval and the following terms and conditions  
 NET Terms NET 30  
 Expiration Date 5/2/2019

Product	Product Description	Quantity	List Price	Unit Discount	Unit Sales Price	Total Price
11996-000393	McGRATH MAC EMS Video Laryngoscope	4.00	2,805.00	-504.90	2,300.10	9,200.40
11996-000394	McGRATH 3.6V EMS Battery	8.00	62.00	-11.16	50.84	406.72
11996-000398	McGRATH X3 Laryngoscope Blades, Box of 10	4.00	286.00	-51.48	234.52	938.08
11996-000413	McGRATH MAC 1 Laryngoscope Blades, Box of 10	4.00	164.00	-29.52	134.48	537.92
11996-000414	McGRATH MAC 2 Laryngoscope Blades, Box of 10	4.00	164.00	-29.52	134.48	537.92
11996-000415	McGRATH MAC 3 Laryngoscope Blades, Box of 10	4.00	164.00	-29.52	134.48	537.92
11996-000416	McGRATH MAC 4 Laryngoscope Blades, Box of 10	4.00	164.00	-29.52	134.48	537.92

Subtotal USD 12,696.88  
 Estimated Tax USD 0.00  
 Estimated Shipping & Handling USD 185.00

Current Sales Tax Rates will be applied at the time of invoice and tax rate is based on the Ship To location

Grand Total USD 12,881.88

**Pricing Summary Totals**  
 List Price Total USD 15,484.00  
 Total Contract Discounts Amount USD 0.00  
 Total Discount USD -2,787.12  
 Trade In Discounts USD 0.00  
 Tax + S&H USD 185.00

GRAND TOTAL FOR THIS QUOTE

USD 12,881.88

Please provide a company issued Purchase Order that includes Billing and Shipping Address.  
PO must reference payment terms of Net 30 days.

- OR -

Required information if no Purchase Order is provided

<b>Billing Address</b> same as address on quote	<b>Shipping Address</b> same as Billing Address
Account Name _____	Account Name _____
Address _____	Address _____
City _____	City _____
State _____      Zip Code _____	State _____      Zip Code _____
<b>Accounts Payable Contact Information</b>	
Accounts Payable Contact _____	Accounts Payable Phone Number _____
Accounts Payable Email _____	Customer is Tax Exempt?      Yes      No
<b>Authorized Customer Signature</b>	
Name _____	Signature _____
Title _____	Date _____

**Optional information:**

Special Ship to Address \_\_\_\_\_

Comments \_\_\_\_\_

For Multiple End Users, please attach a supporting document with End User name, physical location, product type and quantity

Reference Number ML/07153601/192161



**General Terms for all Products, Services and Subscriptions.**

Physio-Control, Inc. ("Physio") accepts Buyer's order expressly conditioned on Buyer's assent to the terms set forth in this document. Buyer's order and acceptance of any portion of the goods, services or subscriptions shall confirm Buyer's acceptance of these terms. Unless specified otherwise herein, these terms constitute the complete agreement between the parties. Amendments to this document shall be in writing and no prior or subsequent acceptance by Seller of any purchase order, acknowledgment, or other document from Buyer specifying different and/or additional terms shall be effective unless signed by both parties.

**Pricing.** Prices do not include freight insurance, freight forwarding fees, taxes, duties, import or export permit fees, or any other similar charge of any kind applicable to the goods and services. Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services unless Physio receives a copy of a valid exemption certificate prior to delivery. Discounts may not be combined with other special terms, discounts, and/or promotions.

**Payment.** Payment for goods and services shall be subject to approval of credit by Physio. Unless otherwise specified by Physio in writing, the entire payment of an invoice is due thirty (30) days after the invoice date for deliveries in the USA, and sight draft or acceptable (confirmed) irrevocable letter of credit is required for sales outside the USA.

**Minimum Order Quantity.** Physio reserves the right to charge a service fee for any order less than \$200.00.

**Patent Indemnity.** Physio shall indemnify Buyer and hold it harmless from and against all demands, claims, damages, losses, and expenses, arising out of or resulting, from any action by a third party against Buyer that is based on any claim that the services infringe a United States patent, copyright, or trademark, or violate a trade secret or any other proprietary right of any person or entity. Physio's indemnification obligations hereunder will be subject to (i) receiving prompt written notice of the existence of any claim; (ii) being able to, at its option, control the defense and settlement of such claim (provided that, without obtaining the prior written consent of Buyer, Physio will enter into no settlement involving the admission of wrongdoing); and (iii) receiving full cooperation of Buyer in the defense of any claim.

**Limitation of Interest.** Through the purchase of Physio products, services, or subscriptions, Buyer does not acquire any interest in any tooling, drawings, design information, computer programming, patents or copyrighted or confidential information related to said products or services, and Buyer expressly agrees not to reverse engineer or decompile such products or related software and information.

**Delays.** Physio will not be liable for any loss or damage of any kind due to its failure to perform or delays in its performance resulting from an event beyond its reasonable control, including but not limited to, acts of God, labor disputes, the requirements of any governmental authority, war, civil unrest, terrorist acts, delays in manufacture, obtaining any required license or permit, and Physio inability to obtain goods from its usual sources.

**Limited Warranty.** Physio warrants its products and services in accordance with the terms of the limited warranties located at <http://www.physio-control.com/Documents/>. The remedies provided under such warranties shall be Buyer's sole and exclusive remedies. Physio makes no other warranties, express or implied, including, without limitation, **NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES.**

**Compliance with Confidentiality Laws.** Both parties acknowledge their respective obligations to maintain the security and confidentiality of individually identifiable health information and agree to comply with applicable federal and state health information confidentiality laws.

**Compliance with Law.** The parties agree to comply with any and all laws, rules, regulations, licensing requirements or standards that are now or hereafter promulgated by any local, state, and federal governmental authority/agency or accrediting/administrative body that governs or applies to their respective duties and obligations hereunder.

**Regulatory Requirement for Access to Information.** In the event 42 USC § 1395x(v)(1)(I) is applicable, Physio shall make available to the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of these terms, such books, documents and records as are necessary to certify the nature and extent of the costs of the products and services provided by Physio.

**No Debarment.** Physio represents and warrants that it and its directors, officers, and employees (i) are not excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 USC § 1320a-7b(f); (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services; and (iii) are not under investigation which may result in Physio being excluded from participation in such programs.

**Choice of Law.** The rights and obligations of Physio and Buyer related to the purchase and sale of products and services described in this document shall be governed by the laws of the state where Buyer is located. All costs and expenses incurred by the prevailing party related to enforcement of its rights under this document, including reasonable attorney's fees, shall be reimbursed by the other party.

**Additional Terms for Purchase and Sale of Products.**

In addition to the General Terms above, the following terms apply to all purchases of products from Physio:

**Delivery.** Unless otherwise specified by Physio in writing, delivery shall be FOB Physio point of shipment and title and risk of loss shall pass to Buyer at that point. Partial deliveries may be made and partial invoices shall be permitted and shall become due in accordance with the payment terms. In the absence of shipping instructions from Buyer, Physio will obtain transportation on Buyer's behalf and for Buyer's account. Delivery dates are approximate. Freight is pre-paid and added to Buyer's invoice. Products are subject to availability.

**Inspections and Returns.** Within 30 days of receipt of a shipment, Buyer shall notify Physio of any claim for product damage or nonconformity. Physio, at its sole option and discretion, may repair or replace a product to bring it into conformity. Return of any product shall be governed by the Returned Product Policy located at <http://www.physio-control.com/Documents/>. Payment of Physio's invoice is not contingent on immediate correction of nonconformities.

**No Resale.** Buyer agrees that products purchased hereunder will not be resold to third parties and will not be reshipped to any persons or places prohibited by the laws of the United States of America.

## Order Summary

**The Pelican Store**  
Pak-Rite, a Universal Forest Products company  
Authorized Pelican™ Distributor  
2395 S. Burrell Street  
Milwaukee, WI 53207  
[contactus@thepelicanstore.com](mailto:contactus@thepelicanstore.com)  
1-888-489-1766 (toll free)



1170 McGrath® Case – Orange \$61.31

Item 1170 McGrath Case 4 @ \$61.31 **\$245.24**

Tax **\$0.00**

Shipping **\$21.00**

---

**TOTAL \$266.24**

**Darren O'Brien**

---

**From:** Fred Heinrich  
**Sent:** Wednesday, May 22, 2019 10:18 AM  
**To:** Darren O'Brien  
**Cc:** Michael McQuillen  
**Subject:** Video Laryngoscopes Quote  
**Attachments:** VideoLaryngoscopesQuotes.pdf

Chief,

Attached is the only quote from the RFP sent out earlier this year. The bidder is Physio Control, the maker of the McGrath Video Laryngoscope. Also is a separate price for the cases. The total cost is \$13,148.12 or \$3,287.03 a kit. As we discussed when the RFP was issued this expenses would be paid from the Expendable Equipment Account.

Thanks,  
Fred

*Battalion Chief Fred Heinrich  
Director of Emergency Medical Services  
Town of Londonderry Fire Department  
280 Mammoth Road  
Londonderry NH. 03053*

*"Be who you are and say what you feel because people who mind don't matter, and people who matter don't mind."*  
— Dr. Seuss

# ORDER #2019-19

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

---

First Reading: 06/17/2019

Adopted: 06/17/2019

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

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

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

---

John Farrell - Chairman  
Town Council

( TOWN SEAL )

---

Sharon Farrell - Town Clerk

***A TRUE COPY ATTEST:***  
***06/17/2019***





TOWN OF LONDONDERRY  
**Building, Health & Zoning Enforcement**

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

May 28, 2019

Mr. Edward Dudek  
55 Hall Road  
Londonderry, NH 03053

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

Dear Mr. Dudek:

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

The Town Council is scheduled to review your application at their June 17, 2019 meeting.

Please complete the application form and Compliance Certification Statement, and return those along with the application fee in the amount of \$250 prior to the scheduled hearing date.

Prior to the application hearing, an inspection of the premises will need to be conducted by this office for the purpose of determining that your junkyard operation remains in compliance with the conditions of your license. **An inspection appointment has been tentatively scheduled for Tuesday, June 11, 2019 at 10:00 am.** Please contact this office if this date and time is not convenient, and we can reschedule.

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

Sincerely,

Richard G. Canuel  
Chief Building Inspector  
Health Officer  
Zoning Administrator



**TOWN OF LONDONDERRY**  
**Building, Health & Zoning Enforcement**

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

**MEMORANDUM**

To: Town Council  
From: Richard G. Canuel, Chief Building Inspector  
Date: June 11, 2019  
Subject: Murray's Auto Recycling 55 Hall Rd.

An inspection of the subject junkyard was conducted on this date to determine compliance with license conditions in preparation for renewal.

No adverse conditions were observed during inspection that would prohibit renewal of this license. The applicant continues to work with DES to maintain compliance with the recommended Best Management Practices (BMP), and ground water monitoring continues at this site in accordance with the DES order.

Although throughout the year there were times when the fence fabric needed attention, and the height of vehicles visible above the fence line did occur, these issues were remedied in a timely manner whenever Mr. Dudek was reminded.

**Recommendation:** Based on the recent inspection and other visits to the property during the year, it appears that the applicant is operating within the requirements of their license, and renewal of the license is recommended.

# ORDER #2019-20

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

---

First Reading: 06/17/2019

Adopted: 06/17/2019

***WHEREAS*** Vito J. Solomini, who resides at 39 Tsienneto Road, Derry, NH and is the owner of S & S Metals, 196 Rockingham Road, Londonderry, NH desires a license to continue operations of said business; and

***WHEREAS*** Vito J. Solomini, has complied with the requirements of RSA 236; 111-129 and

***WHEREAS*** the Londonderry Building/Health Inspector has inspected the premises and recommends insurance of the license;

***IT IS THEREFORE ORDERED*** by the Londonderry Town Council that Vito J. Solomini, doing business as S & S Metals, be granted a license to operate an auto recycling facility in accordance with RSA 236; 111-129.

---

John Farrell - Chairman  
Town Council

( TOWN SEAL )

---

Sharon Farrell - Town Clerk

***A TRUE COPY ATTEST:***  
***06/17/2019***





**TOWN OF LONDONDERRY**  
**Building, Health & Zoning Enforcement**

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

May 28, 2019

Mr. Vito J. Solomini  
39 Tsienneto Road  
Derry, NH 03038

Re: S&S Metals 196 Rockingham Rd., Londonderry, NH Map 15 Lot 66

Dear Mr. Solomini:

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

A renewal application form is attached for your convenience. The Town Council is scheduled to review your application at their June 17, 2019 meeting.

Please complete the application form and Compliance Certification Statement, and return those along with the application fee in the amount of \$250 prior to the scheduled hearing date.

Prior to the application hearing, an inspection of the premises will need to be conducted by this office for the purpose of determining that your junkyard operation remains in compliance with the conditions of your license. **An inspection appointment has been tentatively scheduled for Tuesday June 11, 2017 at 11:00 am.** Please contact this office if this date and time is not convenient, and we can reschedule.

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

Sincerely,

Richard G. Canuel  
Chief Building Inspector  
Health Officer  
Zoning Administrator



TOWN OF LONDONDERRY  
**Building, Health & Zoning Enforcement**

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

MEMORANDUM

To: Town Council  
From: Richard G. Canuel, Chief Building Inspector  
Date: June 11, 2019  
Subject: S&S Metals Recycling, Inc., 196 Rockingham Rd.

An inspection of the subject junkyard was conducted on this date to determine compliance with license conditions in preparation for renewal. No adverse conditions were observed during inspection that would prohibit renewal of this license.

The applicant continues to work with DES to maintain compliance with the recommended Best Management Practices (BMP). Due to the nature of the junkyard operation as determined by DES, Mr. Solimini is required to maintain permit approval from the state as a scrap metal recycling facility for the non-automotive metals received at this site.

At the time of license renewal in 2004, a number of conditions were drafted requiring Mr. Solomini's compliance before license renewal could be granted. Since that time, those conditions have carried forward with the license renewal from year to year. Some of the conditions included a deadline by which time compliance had to be accomplished. Compliance with those particular conditions was completed by the established deadlines, and therefore unnecessary going forward.

I recommend that the following conditions be amended:

A. Condition #2, which stated; "*Solomioni shall install additional fencing as follows: sixty (60) feet north along lot 66-1 and 100 and twenty-five (125) feet west along the backline of lot 66-1. Said fence to be completed by June 1, 2004.*"

Amend Condition #2 to read; "***Solomini shall maintain the fencing along the property lines of lot 66-1, as required by the licensing conditions established in 2004.***"

B. Condition #6 stated, in part; "*The applicant shall install and landscape and maintain with mulch a three-foot (3') wide strip along Route 128 by May 1, 2004....*"

Amend the first sentence of Condition #6 to read; "***The applicant shall maintain a three-foot (3') wide strip of landscape mulch along Route 128.***"

A complete draft of the license conditions, as amended, is attached for the Council's consideration.

Memo  
S&S Metals Recycling, Inc., 196 Rockingham Rd.  
June 11, 2019  
Page 2

**Recommendation:** Based on the recent inspection and other visits to the property during the year, it appears that the applicant is operating within the requirements of their license, and renewal of the license is recommended.



# RESOLUTION 2019-06

A Resolution Relative to the  
Acceptance of Unanticipated Revenue Under RSA 31:95-b

First Reading: 06/17/19  
Second Reading: Waived  
Adopted: 06/17/19

**WHEREAS** the Town of Londonderry adopted the provisions of RSA 31:95-b with the passage of warrant article 18 at their March, 1994 town meeting; and,

**WHEREAS** the Town Council desires has complied with RSA 31:95-b, III (a) relative to unanticipated moneys received in amounts greater than \$10,000; and,

**WHEREAS** the Town has received unanticipated revenue in the amount of \$270,984.52 during the fiscal year ended June 30, 2019,

**NOW THEREFORE BE IT RESOLVED** by the Londonderry Town Council that the revenues appearing on the attached list, totaling \$270,984.52 for the fiscal year ended June 30, 2019, are hereby accepted.

\_\_\_\_\_  
John Farrell - Chairman  
Town Council

(TOWN SEAL)

\_\_\_\_\_  
Sharon Farrell - Town Clerk

**A TRUE COPY ATTEST:**

06/17/19

Citizens Credit Card Rebate	\$45,114.48
FEMA Disaster Reimbursement	\$75,004.43
City of Manchester Water Main Refund	\$14,202.69
Primex Works Comp/Unemployment Refund	\$136,662.92
<b>Total:</b>	<b>\$270,984.52</b>

# RESOLUTION 2019-07

A Resolution Relative to the  
Acceptance of Unanticipated Revenue Under RSA 31:95-b

First Reading: 06/17/19  
Second Reading: Waived  
Adopted: 06/17/19

**WHEREAS** the Town of Londonderry adopted the provisions of RSA 31:95-b with the passage of warrant article 18 at their March, 1994 town meeting; and,

**WHEREAS** the Town Council desires has complied with RSA 31:95-b, III (a) relative to unanticipated moneys received in amounts greater than \$10,000; and,

**WHEREAS** the Town has been awarded a grant by the NH Department of Safety's Homeland Security and Emergency Management Division in the amount of \$38,333.00, on behalf of the the Southern New Hampshire Special Operations Unit (SNHSOU) for the purchase of Night Vision Equipment to be purchased during fiscal year ended June 30,2019,

**NOW THEREFORE BE IT RESOLVED** by the Londonderry Town Council that the grant revenue in the amount of \$38,333.00 for the fiscal year ended June 30, 2019, are hereby accepted.

\_\_\_\_\_  
John Farrell - Chairman  
Town Council

\_\_\_\_\_  
Sharon Farrell - Town Clerk

(TOWN SEAL)

**A TRUE COPY ATTEST:**

06/17/19



Londonderry PD / MHT Security  
 2016 Competitive  
 Approved Items Checklist

Vendor: 177430 B002  
 Acct: 54100000 500574  
 Activity: 23HS16LPLC / J

Final Pymt Date:  
 Grant Category: LETPA  
 Grant Expires: 8/31/2019  
 Audit Period: 7/01 to 6/30

Approved				Reimbursed		
Name of Equipment	Quantity	Cost	AEI	Name of Equipment	Quantity	Cost
Night Vision Goggles (monocular)	10	\$3300.00ea				
Night Vision Mounts	10	\$524.02ea.				
<b>Total</b>		\$38,240.20				\$ -

Balance \$ 38,240.20

# LONDONDERRY TOWN COUNCIL MEETING MINUTES

---

1 **June 3, 2019**

2  
3 The Town Council meeting was held in the Moose Hill Council Chambers, Town Hall,  
4 268B Mammoth Road, Londonderry, NH.  
5

6 Present: Vice-Chairman Joe Green; Councilor Tom Dolan, Jim Butler and Ted Combes;  
7 Town Manager Kevin Smith; Assistant Town Manager Lisa Drabik; Executive Assistant  
8 Kirby Brown; Absent: Chairman John Farrell; Chairman John Farrell  
9

## 10 **CALL TO ORDER**

11  
12 Vice Chairman Green called the Town Council special meeting to order and led the Pledge  
13 of Allegiance. This was followed by a moment of silence for the Virginia Beach victims  
14 and their families after the tragic events that took place.  
15

16 Councilor Jim Butler entered the meeting.  
17

## 18 **PUBLIC COMMENT**

19  
20 Kelly Zum Walk, 24 Stonehedge Rd in Hudson, spoke about the sleep out event she is  
21 hosting with Dr. Dave Lundgren to benefit the Liberty House. Kelly stated that their goal  
22 is to raise twenty thousand dollars for the Liberty House. The event will be taking place  
23 on the Londonderry Town Common. It is a dunk to dawn event. It will be held August  
24 2<sup>nd</sup>. Kelly went over the itinerary with the Council. The Council shared their thanks to  
25 Kelly for putting together a great event.  
26

27 Councilor Jim Butler entered the meeting.  
28

## 29 **PUBLIC HEARING**

30  
31 Motion to open public hearing made by Councilor Dolan and second by Councilor  
32 Combes. Chair votes 4-0-0.  
33

34 Vice Chairman Green introduced the second public hearing of Map 7, Lot 40-13 from the  
35 Town of Londonderry to Vernco Apple, LLC. Town Solicitor Mike Malaguti presented.

## LONDONDERRY TOWN COUNCIL MEETING MINUTES

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36 Malaguti shared the Council takes into account the recommendation of the Planning Board  
37 and Conservation Commission. Malaguti stated that the vote from the Council needs to  
38 take place for sooner than seven and no later than fourteen days after the second public  
39 hearing. There was no public comment. Councilor Dolan motioned to move forward and  
40 make the vote at the next meeting on June 17<sup>th</sup>. Second by Councilor Combes. Chair votes  
41 4-0-0.

42  
43 Vice Chairman Green introduced Resolution #2019-05, a Resolution relative to the Town  
44 of Londonderry FML policy. Assistant Town Manager Lisa Drabik presented. Drabik  
45 stated that there are just a few minor changes. It was last adopted by the Council in 1997,  
46 so it is simply an update. Changes to regulation. There was no public comment. Motion to  
47 approve Resolution #2019-05 made by Councilor Dolan and second by Councilor Butler.  
48 Chair votes 4-0-0.

49  
50 Motion to close public hearing made by Councilor Dolan and second by Councilor  
51 Combes. Chair votes 4-0-0.

52

53 **OLD BUSINESS**

54

55 **NONE**

56

57

58 **NEW BUSINESS**

59

60 Vice Chairman Green introduced Order #2019-14, an Order relative to the expenditure of  
61 maintenance trust funds for various projects. Steve Cotton presented. Cotton stated that  
62 this is for a few repairs. Motion to approve Order #2019-14 made by Councilor Dolan and  
63 second by Councilor Butler. Chair votes 4-0-0.

64

65 Vice Chairman Green introduced Order #2019-15, an Order relative to the distribution of  
66 cemetery acquisitions, maintenance and repairs capital reserve fund. Steve Cotton  
67 presented. Cotton stated that this is for repairs to the entrance of Pleasantview Cemetery.  
68 Motion to approve Order #2019-15 made by Councilor Dolan and second by Councilor  
69 Combes. Chair votes 4-0-0.

70

71 Vice Chairman Green introduced Order #2019-16, an Order relative to the withdrawal of



## LONDONDERRY TOWN COUNCIL MEETING MINUTES

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72 fire truck capital reserve. Chief Darren O'Brien presented. O'Brien went over the bids.  
73 Motion to approve Order #2019-16 made by Councilor Combes and second by Councilor  
74 Dolan. Chair votes 4-0-0.

75

### APPROVAL OF MINUTES

76

78 Motion to approve Town Council minutes from May 20, 2019 made by Councilor Dolans  
79 and second by Councilor Butler. Chair votes 4-0-0.

80

### APPOINTMENTS/RE-APPOINTMENTS

82

83 Motion to accept the resignation of Kyle Foden from the Budget Committee made by  
84 Councilor Combes and second by Councilor Butler. Chair votes 4-0-0. The Council  
85 thanked Foden for his service to the town.

86

87 Vice Chairman invited up Greg DePasse, who is an application for LHRA. The Council  
88 interviewed DePasse. Motion to appoint DePasse as a member of LHRA made by  
89 Councilor Dolan and second by Councilor Butler. Chair votes 4-0-0.

90

### ADJOURNMENT

92

93 Motion to adjourn made by Councilor Dolan and second by Councilor Butler. Chair votes  
94 4-0-0.

95

96 Notes and Tapes by: Kirby Brown Date: 06/03/2019

97 Minutes Typed by: Kirby Brown Date: 06/10/2019

98 Approved by: Town Council Date: 06/17/2019