

**TOWN COUNCIL AGENDA**  
**July 15, 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**

1. **Eagle Scout Recognition of Eric Nowak**

**C. PUBLIC HEARING**

1. **The Acceptance of Unanticipated Revenue Under RSA 31:95-b**

**D. OLD BUSINESS**

**E. NEW BUSINESS**

1. **Order #2019-21** – An Order Relative to the Withdrawal of Funds from the Capital Equipment Reserve  
**Presented by Justin Campo**
2. **Resolution #2019-08** – A Resolution Relative to the Acceptance of Unanticipated Revenue Under RSA 31:95-b  
**Presented by Chief Darren O'Brien**

**F. APPROVAL OF MINUTES**

Approval of June 17, 2019 Town Council Minutes

**G. APPOINTMENTS/REAPPOINTMENTS**

1. Interview of Jonathan Kipp for the Budget Committee
2. Interview of Anthony Trant for the Budget Committee
3. Interview of Susan Malouin for the Conservation Commission

**H. OTHER BUSINESS**

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

**I. ADJOURNMENT**

**J. MEETING SCHEDULE**

- A. Town Council Meeting – 08/12/19 Moose Hill Council Chambers, 7:00PM
- B. Town Council Meeting – 09/02/19 Moose Hill Council Chambers, 7:00PM
- C. Town Council Meeting – 09/16/19 Moose Hill Council Chambers, 7:00PM
- D. Town Council Meeting – 10/07/19 Moose Hill Council Chambers, 7:00PM

**TOWN OF LONDONDERRY**

**NOTICE OF PUBLIC HEARING**

**ACCEPTANCE OF GRANT FUNDS**

The Londonderry Town Council will hold a public hearing pursuant to RSA 31:95-b, III relative to the acceptance of unanticipated revenue in excess of \$10,000. The Town has been awarded grant funds totaling \$68,340 for the purpose of purchasing and installing a generator for use in the Emergency Operations Center at the Town's fire department. The grant award covers 50% of the cost of the purchase and installation and requires Town matching funds of \$68,340.

The public hearing will be held on Monday, July 15, 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 grant is available in the Finance Office during regular business hours. The public is urged to attend.

# ORDER 2019-21

An order relative to  
**WITHDRAWAL OF FUNDS FROM THE CABLE EQUIPMENT CAPITAL  
RESERVE**

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First Reading: 07/12/19  
Second Reading: Waived  
Adopted: 07/12/19

**WHEREAS** the Town of Londonderry, by adoption of Warrant Article 5 on March 12, 2013, established the Cable Division Equipment Capital Reserve account and authorized the Town Council as agents to expend from this capital reserve; and

**WHEREAS** the Cable Division has complied with the provisions of the Town of Londonderry Municipal Code, Title VI, Purchasing Policy; and

**WHEREAS** the Cable Division has selected Integrated Solutions Group as the vendor for the Video Server and storage as requested by the Cable Access Center in the amount of \$36,640.00; and

**WHEREAS** there are sufficient funds in the Cable Division Capital Reserve for the purchase of the aforementioned equipment;

**NOW THEREFORE BE IT ORDERED** by the Londonderry Town Council that the Town Treasurer is hereby directed to disburse \$36,640.00 from the Cable Equipment Capital Reserve.

John Farrell - Chairman  
Town Council

( TOWN SEAL )

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Sharon Farrell - Town Clerk

**A TRUE COPY ATTEST:**  
07/12/19



# RESOLUTION 2019-08

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

First Reading: 07/15/2019  
Second Reading: Waived  
Adopted: 07/15/2019

**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 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 U.S. Department of Homeland Security's Emergency Management Agency in the amount of \$68,340.00, for the purpose of purchasing and installing a generator for use in the Emergency Operations Center at the Town's Fire Department; and,

**WHEREAS** the grant's required matching funds are considered fulfilled as the construction process used the square footage of a section in the Central Fire facility that is outlined as the Emergency Operations Center,

**NOW THEREFORE BE IT RESOLVED** by the Londonderry Town Council that unanticipated revenue in the amount of \$68,340.00 for the fiscal year ended June 30, 2020, is hereby accepted.

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

(TOWN SEAL)

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

**A TRUE COPY ATTEST:**

07/15/2019



State of New Hampshire Department of Safety  
 Robert L. Quinn, Commissioner  
 Richard C. Bailey, Jr., Assistant Commissioner  
 Perry E. Plummer, Assistant Commissioner



Homeland Security and Emergency Management  
 Jennifer L. Harper, Assistant Director

June 21, 2019

Darren O'Brien, Chief  
 Londonderry Emergency Management  
 280 Mammoth Road  
 Londonderry NH 03053

Dear Chief O'Brien:

Thank you for submitting an Emergency Management Performance Grant (EMPG) application on May 28, 2019 for the EOC Generator Project.

- We have finished the review and found the project falls within the guidelines of the current EMPG Program.
- The next step in the review process is to execute the attached grant agreement.

**THIS DOES NOT MEAN YOUR GRANT HAS BEEN AWARDED.**  
**DO NOT PURCHASE OR INSTALL ANYTHING**  
**OR YOUR PROJECT WILL BE INELIGIBLE AND WILL NOT BE FUNDED!**

- Once we receive back an appropriately executed grant agreement from you, we will move it forward to the Department of Safety's Business Office to continue the review process.
- After the review is complete, we will notify you of our final decision.

Along with your returned grant agreement, we will need *meeting minutes showing that your governing body have accepted the terms of the grant*. Sample meeting minutes and instructions on how to properly execute the grant agreement are also enclosed.

Again, this letter does **NOT** constitute approval. *Please keep this for your records.*

If you have any questions or need assistance with this process, please contact me or your assigned HSEM Field Representative, Alexander Marinaccio.

Thank you for your interest in the EMPG Program!

Sincerely,

Olivia Bourque  
 EMPG Program Coordinator

Enclosures

cc: (w/o enclosures), Alexander Marinaccio, Senior Field Representative

Office: 110 Smokey Bear Boulevard, Concord, N.H.  
 Mailing Address: 33 Hazen Drive, Concord, N.H. 03305  
 603-271-2231, 1-800-852-3792, Fax 603-223-3609  
 State of New Hampshire TDD Access: Relay 1-800-735-2964



New Hampshire Department of Safety  
Division of Homeland Security and Emergency Management

Grant Agreement Checklist

**Emergency Management Performance Grant (EMPG)**

Applicant: Town of Londonderry Grant Amount: \$68,340.00

Project: EOC Generator Project

All steps below are required to be completed in their entirety.

If any items are not completed properly, the Grant Agreement will not be processed.

Complete and return this checklist and all Grant Agreement documents by August 30, 2019 to:  
NH DOS/HSEM Attn: EMPG Program Coordinator, 33 Hazen Drive, Concord NH, 03305

**Grant Agreement**

**Grantee signors complete the following:**

- Block 1.11 – Subrecipient Signatures  
Have a majority of the Select Board or City Council sign in blocks 1.11
- Block 1.12 – Name & Title of Subrecipient Signor  
Print names and titles of the signors
- Initial and date each **page of the Grant Agreement**
- Initial and date **Exhibit A, B and C.**

**Notary Public or Justice of the Peace complete the following:**

- Block 1.13 – Fill in County and Date
- Block 1.13.1 – Signature of Notary Public or Justice of the Peace, with seal.
- Block 1.13.2 – Name and Title of Notary Public or Justice of the Peace, with expiration date

**Additional Required Documents**

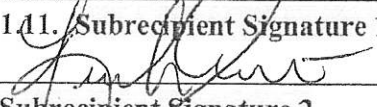
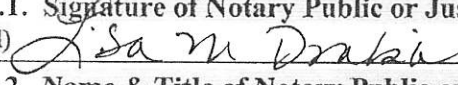
- Meeting Minutes- **\*\*See SAMPLE MEETING MINUTES\*\***  
Minutes of the meeting documenting that the community/agency's GOVERNING AUTHORITY accepted/approved the EMPG grant agreement. Ensure the minutes state the community/agency is accepting the grant agreement terms as presented. Ensure you have complied with any public meeting requirement for acceptance of this grant including, if applicable, RSA 31:95-b.  
The minutes should also include:
  - What the grant is for
  - Total project cost
  - Amount of local match (50%)
- Federal Funding Accountability and Transparency Act (FFATA): By law all subrecipients receiving a Federal award of \$25,000.00 or more are subject to FFATA reporting requirements. All subrecipients with a Federal grant share totaling \$25,000.00 or more must complete this form and return with signed Grant Agreement.

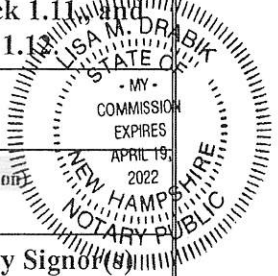


GRANT AGREEMENT


The State of New Hampshire and the Subrecipient hereby  
Mutually agree as follows:  
GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name NH Department of Safety, Homeland Security and Emergency Management		1.2. State Agency Address 33 Hazen Drive Concord, NH 03305	
1.3. Subrecipient Name Town of Londonderry (VC#177430-B002)		1.4. Subrecipient Tel. #/Address 603-432-1100 268B Mammoth Road, Londonderry, NH 03053	
1.5 Effective Date G&C Approval	1.6. Account Number AU #80920000	1.7. Completion Date September 30, 2019	1.8. Grant Limitation \$68,340.00
1.9. Grant Officer for State Agency Olivia Bourque, EMPG Program Coordinator		1.10. State Agency Telephone Number (603) 223-3639	
"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Subrecipient Signature 1 		1.12. Name & Title of Subrecipient Signor 1	
Subrecipient Signature 2		Name & Title of Subrecipient Signor 2	
Subrecipient Signature 3		Name & Title of Subrecipient Signor 3	
1.13. Acknowledgment: State of New Hampshire, County of <u>Rockingham</u> , on <u>7/21/19</u> before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11, and acknowledged that he/she executed this document in the capacity indicated in block 1.12.			
1.13.1. Signature of Notary Public or Justice of the Peace (Seal) 			
1.13.2. Name & Title of Notary Public or Justice of the Peace <u>Notary Public</u> (Commission Expiration) <u>4/19/22</u>			
1.14. State Agency Signature(s) By: _____ On: / /		1.15. Name & Title of State Agency Signor(s) Steven R. Lavoie, Director of Administration	
1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: _____ Assistant Attorney General, On: / /			
1.17. Approval by Governor and Council (if applicable) By: _____ On: / /			



2. SCOPE OF WORK: In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), pursuant to RSA 21-P:36, the Subrecipient identified in block 1.3 (hereinafter referred to as "the Subrecipient"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as "the Project").

Subrecipient Initials: 1.)  2.) \_\_\_\_\_ 3.) \_\_\_\_\_ Date: 7/2/19

3. AREA COVERED. Except as otherwise specifically provided for herein, the Subrecipient shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE: COMPLETION OF PROJECT.
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.17), or upon signature by the State Agency as shown in block 1.14 ("the effective date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in its entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
- 5.2.
- 5.3. The manner of, and schedule of payment shall be as set forth in EXHIBIT B. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Subrecipient the Grant Amount. The State shall withhold from the amount otherwise payable to the Subrecipient under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c. The payment by the State of the Grant amount shall be the only, and the complete, compensation to the Subrecipient for the Project. The State shall have no liabilities to the Subrecipient other than the Grant Amount.
- 5.4. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY SUBRECIPIENT WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Subrecipient shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Subrecipient, including the acquisition of any and all necessary permits.
7. RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date three (3) years after the Completion Date the Subrecipient shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date three (3) years after the Completion Date, at any time during the Subrecipient's normal business hours, and as often as the State shall demand, the Subrecipient shall make available to the State all records pertaining to matters covered by this Agreement. The Subrecipient shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Subrecipient" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Subrecipient in block 1.3 of these provisions
8. PERSONNEL.
- 8.1. The Subrecipient shall, at its own expense, provide all personnel necessary to perform the Project. The Subrecipient warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Subrecipient shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA: RETENTION OF DATA: ACCESS.
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Subrecipient shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Subrecipient notice of such termination.
11. EVENT OF DEFAULT: REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Subrecipient shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1 Give the Subrecipient a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Subrecipient notice of termination; and
- 11.2.2 Give the Subrecipient a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Subrecipient during the period from the date of such notice until such time as the State determines that the Subrecipient has cured the Event of Default shall never be paid to the Subrecipient; and
- 11.2.3 Set off against any other obligation the State may owe to the Subrecipient any damages the State suffers by reason of any Event of Default; and
- 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION.
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Subrecipient shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Subrecipient to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Subrecipient from any and all liability for damages sustained or incurred by the State as a result of the Subrecipient's breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Subrecipient hereunder, the Subrecipient, may terminate this Agreement without cause upon thirty (30) days written notice.
13. CONFLICT OF INTEREST. No officer, member of employee of the Subrecipient, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

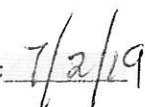
Subrecipient Initials: 1.)




2.)

3.)

Date:



- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. SUBRECIPIENT'S RELATION TO THE STATE. In the performance of this Agreement the Subrecipient, its employees, and any subcontractor or subgrantee of the Subrecipient are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Subrecipient nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
  15. ASSIGNMENT AND SUBCONTRACTS. The Subrecipient shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Subrecipient other than as set forth in Exhibit A without the prior written consent of the State.
  16. INDEMNIFICATION. The Subrecipient shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Subrecipient or subcontractor, or subgrantee or other agent of the Subrecipient. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
  17. INSURANCE AND BOND.
    - 17.1 The Subrecipient shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
      - 17.1.1 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
      - 17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
  - 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
  18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Subrecipient.
  19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
  20. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required, or by the signing State Agency.
  21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
  22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
  23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
  24. SPECIAL PROVISIONS. The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

Subrecipient Initials: 1.)  2.) \_\_\_\_\_ 3.) \_\_\_\_\_

Date: 7/2/19

EXHIBIT A

Scope of Services

1. The Department of Safety, Division of Homeland Security and Emergency Management (hereinafter referred to as "the State") is awarding the Town of Londonderry (hereinafter referred to as "the Subrecipient") \$68,340.00 to purchase and install a generator for the Emergency Operations Center (EOC).
2. "The Subrecipient" agrees that the project grant period ends September 30, 2020 and that a final performance and expenditure report will be sent to "the State" by October 31, 2020.
3. "The Subrecipient" agrees to comply with all applicable federal and state laws, rules, regulations, and requirements.
4. "The Subrecipient" shall maintain financial records, supporting documents, and all other pertinent records for a period of three (3) years from the grant period end date. In these records, "the Grantee" shall maintain documentation of the 50% cost share required by this grant.

Subrecipient Initials: 1.) LA 2.) \_\_\_\_\_ 3.) \_\_\_\_\_

Date: 7/2/19

**EXHIBIT B**

Grant Amount and Payment Schedule

1. GRANT AMOUNT

	<b>Applicant</b>	<b>Grant</b>	
	<b>Share</b>	<b>(Federal Funds)</b>	<b>Cost Totals</b>
Project Cost	\$68,340.00	\$68,340.00	\$136,680.00
Project Cost is 50% Federal Funds, 50% Applicant Share			
<b>Awarding Agency:</b> Federal Emergency Management Agency (FEMA)			
<b>Award Title &amp; #:</b> Emergency Management Performance Grant (EMPG) EMB-2018-EP-00007-A03			
<b>Catalog of Federal Domestic Assistance (CFDA) Number:</b> 97.042 (EMPG)			
<b>Applicant's Data Universal Numbering System (DUNS):</b> 947185948			

2. PAYMENT SCHEDULE

- a. "The Subrecipient" agrees the total payment by "the State" under this grant agreement shall be up to \$68,340.00.
- b. "The Subrecipient" shall submit invoices to "the State" with supporting documentation, i.e., copies of purchase orders, vendor invoices, and/or cancelled checks. Upon review and approval of the invoices and supporting match documentation, "the State" will forward the funds to "the Subrecipient". "The Subrecipient" shall expend the grant funds within thirty (30) days and provide proof of this to "the State" within forty-five (45) days.

Subrecipient Initials: 1.)

*R.S.*

2.)

3.)

Date:

*7/2/19*

# LONDONDERRY TOWN COUNCIL MEETING MINUTES

---

1 June 17, 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: Chairman John Farrell; Vice-Chairman Joe Green; Councilor Jim Butler and Ted  
7 Combes; Town Manager Kevin Smith; Assistant Town Manager Lisa Drabik; Executive  
8 Assistant Kirby Brown; Absent: Councilor Tom Dolan

9  
10 CALL TO ORDER

11  
12 Chairman Farrell called the Town Council special meeting to order and led the Pledge of  
13 Allegiance. This was followed by a moment of silence for those who serve us both here  
14 and abroad in the military and as first responders.

15  
16 PUBLIC COMMENT

17  
18 Chairman Farrell mentioned that there were a lot of people in the room. Most people  
19 were in the room for the public hearing. Chairman Farrell opened up the meeting first to  
20 public comment.

21  
22 Rob Boyce, 4 Grove St, stated that he has lived in Londonderry since 1967. Boyce  
23 explained his situation to the Council regarding his ongoing battle with the court because  
24 he broke some town ordinances. Boyce stated that he has had problems with his  
25 neighbors. Boyce stated that he has spoken to Kevin a few times regarding the situation.  
26 He has tried to meet with Kevin a few times since then and has been unsuccessful. Boyce  
27 stated that he has recently been served another summons. The summons did not reflect  
28 the case, Boyce stated. Boyce stated that he is stuck with a legal bill when he feels he is  
29 being wrongfully served. Boyce stated that he needs to prove his points and make his  
30 points to dismiss. Boyce stated that the town didn't follow their own procedures and now  
31 he has to defend himself against bogus charges because he has cleaned up his yard and  
32 feels he is in compliance. Boyce stated that he didn't realize the agreement included him  
33 having to pay legal fees. Boyce stated he lost his job and he doesn't have a lot. Boyce  
34 stated he has been acting in good faith so he doesn't know why he is being served  
35 without notice.



## LONDONDERRY TOWN COUNCIL MEETING MINUTES

37 Chairman Farrell stated that the town attorney is in the room. Chairman Farrell stated to  
38 Boyce his best bet is with the courts and he is better off having a conversation with them.  
39 Chairman Farrell stated that he does not believe the Council is in any position to take any  
40 kind of action. Boyce stated that he has made numerous attempts to contact the town.  
41 Chairman Farrell checked with the Council and the Council is not able to take any action  
42 on the situation and that he will have to talk to the court. Land owners have a lot of rights  
43 in this state. Chairman Farrell stated that he understands where Boyce is coming from.  
44 Boyce thanked the Council for their time.

45

46 Chairman Farrell gave a brief update on the CIP meeting from earlier in the night  
47 Chairman Farrell stated that they believe the town needs to go into a moratorium on  
48 bonds. Chairman Farrell stated that they believe for the next two years there is no real  
49 need to any additional bonding in town. Chairman Farrell stated that this meant that the  
50 Council won't be going to the voters to ask them to build any new facilities or anything  
51 along those lines. Chairman Farrell stated that the school department is asking for a  
52 seventy million dollar bond to add to their facilities and to add full-day kindergarten.  
53 Chairman Farrell stated that their population is down from 5600 to 4000 people.  
54 Chairman Farrell stated that as Chairman of the CIP Committee, he is going to be looking  
55 in to why they need to add onto their facilities when their student population is down  
56 30%. Chairman Farrell stated that he suggests, as voters, everyone else gets educated on  
57 it as well.

58

59

### PUBLIC HEARING

60

61 Motion to enter public hearing made by Vice Chairman Green and second by Councilor  
62 Combes. Chair votes 4-0-0.

63

64 Chairman Farrell introduced Ordinance #2019-03, an Ordinance relative to the rezoning  
65 on map 2, lot 27, 6 Tavern Hill Road. Town Planner Colleen Mailloux presented.  
66 Mailloux stated that it's approximately a sixty eight acre parcel. It is a fifty-five plus  
67 community, Hickory Woods. This property is currently has multiple zoning districts on  
68 the parcel. It is fully developed. This will clean up the zoning.

69

70 Phillip Lee, 22 Quarry Rd, stated that he represents the Hickory Wood Homeowners  
71 Association as their president. Lee stated that the request has been summed up. They are  
72 asking for this parcel to be rezoned to AR-1.

73

## LONDONDERRY TOWN COUNCIL MEETING MINUTES

74 Vice Chairman Green motioned to approve Ordinance #2019-03. Second by Councilor  
75 Butler. Chair votes 4-0-0.

76

77 Chairman Farrell introduced the acceptance of unanticipated funds donations under RSA  
78 31:95-b. Finance Director Justin Campo presented. Campo stated that we usually do this at  
79 fiscal year-end. In order to accept anything, we have to have a Resolution. Town Manager  
80 Smith suggested that the Council takes up Resolution #2019-06 and Resolution #2019-07,  
81 both Resolutions relative to the acceptance of unanticipated revenue under RSA 31:95-b.  
82 Campo stated that one Resolution is for a grant for the Police Department has applied for  
83 and received to obtain ten night vision goggles. Motion to approve Resolution #2019-06  
84 and Resolution #2019-07 made by Vice Chairman Green and second by Councilor Butler.  
85 Chair votes 4-0-0.

86

87 Chairman Farrell invited up Town Solicitor Mike Malaguti to present the transfer of Map  
88 16, Lot 97, 104 Rockingham Road from the Twenty Associates, LLC to the Town of  
89 Londonderry. Malaguti stated that this parcel is approximately three acres. It is landlocked  
90 and it's accessible through via Liberty Drive. It is currently assessed by the town at  
91 \$19,000. Malaguti stated that on February 4<sup>th</sup>, Mike Speltz with the Conservation  
92 Commission was at the Town Council meeting to talk about the characteristics. It is being  
93 offered as a donation to the town. Speltz was given the okay to move forward.

94

95 Ray Breslin, 3 Gary Drive, confirmed that the property is being donated to the town.  
96 Breslin asked if this will allow the town to gain any access to the northeast side of Scobie  
97 Pond. Malaguti stated that it is not in the same area. Breslin asked if the town has access  
98 to Scobie Pond. Smith stated that we do on the south side.

99

100 Malaguti stated that unlike the other land donation, the transfer of Map 16, Lot 97, 104  
101 Rockingham Road, this one only requires one public hearing. Motion to accept the land  
102 donation made by Councilor Combes and second by Vice Chairman Green. Chair votes 4-  
103 0-0.

104

105 Motion to close public hearing made by Vice Chairman Green and second by Councilor  
106 Combes. Chair votes 4-0-0.

107

108

109

110



## LONDONDERRY TOWN COUNCIL MEETING MINUTES

### OLD BUSINESS

111

112

113 Town Solicitor Mike Malaguti did an overview about the transfer of Map 7, Lot 40-13  
114 from the Town of Londonderry to Vernco Apple, LLC, which the Town Council has had  
115 two public hearings on over the last few weeks. Malaguti stated that he is looking to  
116 approval tonight. Councilor Combes motioned to transfer Map 7, Lot 40-13 from the  
117 Town of Londonderry to Vernco Apple LLC. Second by Councilor Butler. Chair votes 4-  
118 0-0.

119

### NEW BUSINESS

120

121

122 Chairman Farrell introduced Order #2019-17, an Order relative to the expenditure of  
123 Maintenance Trust Fund for various projects. Steve Cotton presented. Cotton stated that  
124 there was a repair at Town Hall, a second AC unit. The units were put in in 2005 and we  
125 do yearly maintenance but they are getting old. Second item is replacing twelve windows  
126 around Town Hall because the seals broke. Motion to approve Order #2019-17 made by  
127 Councilor Combes and second by Vice Chairman Green.

128

129 Chairman Farrell introduced Order #2019-18, an Order relative to the distribution of Fire  
130 Equipment Capital Reserve Funds. Chief Darren O'Brien presented. Motion to approve  
131 Order #2019-18 made by Vice Chairman Green and second by Councilor Butler.

132

133 Chairman Farrell introduced Orders #2019-19 and #2019-20, Orders relative to the  
134 licensing of junkyard pursuant to RSA 31:05-b, Murrays Auto and S&S Metals. Building  
135 Inspector Richards Canuel presented a yearly report and stated that both of these  
136 junkyards are in compliance.

137

138 Richard Belinski, 89 Hall Rd, stated that he is here to speak about Murrays. Belinski  
139 stated that he admits in some years they have cleaned up their act, in others they haven't.  
140 Belinski stated that there is still a fencing issue and the cars are always over the fence.  
141 Belinski shared pictures with the Council of the fence from the road. Belinski stated that  
142 cars are constantly where you can see them. Belinski stated that the fabric fence does not  
143 hold up. Belinski discussed a few issues with the Council. Belinski stated that by state  
144 law, it has to be a solidly built fence. Belinski stated that it is not. Chairman Farrell stated  
145 that at this point it would be up to the courts since its court ordered. Belinski stated that  
146 it's in the condition for his license that no cars should be above the fence. Chairman  
147 Farrell stated that in order to change the fencing, it would have to go to the court. Belinski

## LONDONDERRY TOWN COUNCIL MEETING MINUTES

148 stated to Chairman Farrell that he was going to ask him to step down since his and his  
149 wife's political signs are the only ones that go on Murray's property. Chairman Farrell  
150 reiterated that what is currently being enforced is a fabric fence and if it needs to change it  
151 needs to go through the court. Chairman Farrell had to ask Belinski to step down.

152

153 Motion to approve Orders #2019-19 and #2019-20 made by Vice Chairman Green and  
154 second by Councilor Butler. Chair votes 4-0-0.

155

156

### APPROVAL OF MINUTES

157

158 Motion to approve Town Council minutes from June 3, 2019 made by Vice Chairman  
159 Green and second by Councilor Combes. Chair votes 3-1-0.

160

161

### APPOINTMENTS/RE-APPOINTMENTS

162

163

### ADJOURNMENT

164

165 Motion to adjourn made by Councilor Combes and second by Vice Chairman Green. Chair  
166 votes 4-0-0.

167

168 Notes and Tapes by: Kirby Brown

Date: 06/17/2019

169 Minutes Typed by: Kirby Brown

Date: 06/28/2019

170 Approved by: Town Council

Date: 07/15/2019