



Londonderry Conservation Commission
Tuesday, June 11, 2013
Minutes

1 Present: Deb Lievens; Gene Harrington; Mike Considine; Paul Nickerson; Ben LaBrecque; and Mike Speltz

2

3 D. Lievens called the meeting to order at 7:30 PM. She appointed M. Speltz to vote for Truda Bloom.

4

5 Hickory Woods Conservation Easement- Commissioners reviewed a proposed conservation easement
6 related to the Hickory Woods, LLC subdivision which would, in part, merge lots 27 and 27-1 on map 2.
7 M. Speltz presented his proposed changes to Commissioners (see Attachment #1). There were no
8 objections to the proposed amendments and no further changes offered.

9

10 **M. Speltz made a motion that the Conservation Commission recommends the Hickory Woods**
11 **conservation easement be accepted as amended, so as not to limit the grantor's flexibility in the**
12 **future. G. Harrington seconded. The motion was approved, 6-0-0.**

12

13 CIP- D. Lievens stated that submissions for the FY 2015-2020 Capital Improvements Plan (CIP) are due to
14 the CIP Committee on July 15. M. Speltz offered to draft a worksheet for the Commission to review.

15

16 Outdoor Recreation Guide & Management Plan- M. Speltz reported that he received a response from
17 the School Department who endorsed the proposed Outdoor Recreation Guide Request for Proposals
18 without any changes or comments. Now that input has been obtained from all parties solicited, M.
19 Speltz has forwarded the RFP to Town Staff in both the Planning and Finance Departments who will vet
20 the document along with the Town Attorney (see Attachment #2). Responses to the RFP are due
21 August 9. Town Staff will assist a subcommittee to be comprised of members from the Conservation
22 Commission, Londonderry Trailways, the Londonderry School District and, if possible, the Londonderry
23 Planning Board, LAFA, LYSA, and the Town's Recreation Department who will review the submissions
24 and recommend to the Commission the highest ranking bidder for selection. The goal is to have a
25 completed guide by the end of 2013.

26

27 **M. Speltz made a motion that the Conservation Commission move forward with the Request**
28 **for Proposals for an Outdoor Recreation Guide and Management Plan as drafted. P. Nickerson**
29 **seconded. The motion was approved, 6-0-0.**

29

30 Invasive plant species (Phragmites)- D. Lievens has forwarded the contract to the Acting Town
31 Manager for his signature that will engage entomologist Michael Morrison of Municipal Pest
32 Management Services, Inc. to remove Phragmites from Town owned property on map 6 lot 113 (see
33 May 28, 2013 minutes). She noted that M. Morrison is in the process of applying for the wetlands
34 permit needed to perform the work.

35

36 Target shooting in the Musquash- D. Lievens conveyed that she learned while at the State Department
37 of Resources and Economic Development (DRED) that the State does limit target shooting on State
38 property and that no target shooting is allowed within State parks (see May 28, 2013 minutes).
39 Although the legal means through which this is achieved was not readily available at that time, M.



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40 Considine has left a message with the State Conservation Officer on the issue. He will also be
41 approaching the Town Manager again for his input.

42

43 New England Cottontail- D. Lievens reported that later in the summer, NH Fish and Game will be
44 inspecting the area in the Musquash recently clear cut to produce new habitat for the endangered NE
45 Cottontail Rabbit (see May 14, 2013 minutes).

46

47 Musquash Trail Work- M. Considine reviewed trail work performed in the Musquash over six separate
48 occasions since this spring. Accomplishments include the extension of the White Trail, significant
49 rerouting of the Betty Mack Trail to avoid wet areas, and creation of a new trail on map 5 lot 12 that
50 connects to the Heron Trail via an existing trail on map 8 lot 17.

51

52 NeighborWorks Subdivision and Site Plans- When this project was presented at the May 28, 2013
53 meeting of the Commission, the issue of Conservation Overlay District buffer signage was discussed with
54 reference to both the new site plan on map 12, proposed lot 59-4 and lot 64 as well as the amended site
55 plan on map 12 lot 59-3 (see May 28, 2013 minutes). Per Town Site Plan Regulations, COD signs are
56 required every 50 feet along the buffer. Considering the number of signs that would therefore be
57 required for the significant length of buffer involved, D. Lievens was authorized by the Commission to
58 consult with the applicant and Town staff to strategically locate signs in a way that would resolve the
59 issue but still adequately mark the buffer. The results of those consultations were presented to
60 Commissioners (see Attachments #3-5). There were no objections to the proposed locations. D.
61 Lievens said she would forward a letter of support to the applicant and Town Staff.

62

63 DRC- Orchard Christian Fellowship Site Plan Amendment Map 6 Lot 18-2-

64 Comments: Question regarding planting *Nyssa sylvatica*: It is a wetland plant and the area
65 is very high and dry. While it is an attractive tree, it grows slowly. Another choice might be
66 better.

67

68 NH Coverts Project Workshop- D. Lievens provided Commissioners with information about this event to
69 take place on July 18, 2013 at the Concord Conservation Center.

70

71 ATV activity on conservation land- A letter recently sent to D. Lievens claims that residents of the Reed
72 Street area are using an un-trailed access with their ATVs that leads to the Kendall Pond Conservation
73 Area (see May 28, 2013 minutes). M. Considine said that recent a site visit did not reveal any clear
74 confirmation about the claims, so he offered to contact the resident who sent the letter.

75

76 May 28, 2013 minutes- G. Harrington noted that the brook referred to on page three, line 109 should
77 be identified as Beaver Brook. There were no objections to the proposed change. **G. Harrington**
78 **made a motion to approve the minutes of the May 28, 2013 public session as amended. M.**



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79 **Considine seconded. The motion was approved, 4-0-2 with P. Nickerson and M. Speltz abstaining**
80 **as they had not attended the meeting.**

81 **G. Harrington made a motion to approve the minutes of the May 28, 2013 non-public session**
82 **as written. M. Considine seconded. The motion was approved, 4-0-2 with P. Nickerson and M.**
83 **Speltz abstaining as they had not attended the meeting.**

84

85 **G. Harrington made a motion to go into Non-Public Session per RSA 91-A:3 for the purpose of**
86 **discussing possible land acquisitions as well as the potential release of portions of non-public minutes**
87 **regarding possible land acquisitions. M. Considine seconded.**

88

89 **Roll call vote: Aye, Gene Harrington; Aye, Paul Nickerson; Aye, Mike Considine; Aye, Ben LaBrecque;**
90 **Aye, M. Speltz; and Aye, Deb Lievens**

91

92 **G. Harrington made a motion to go out of Non-Public Session. P. Nickerson seconded. The motion**
93 **was approved, 6-0-0.**

94

95 **G. Harrington made a motion to seal the minutes of the Non-Public Session indefinitely. P.**
96 **Nickerson seconded. The motion was approved, 6-0-0.**

97

98 **M. Speltz made a motion to release the previously redacted portions of the non-public minutes as**
99 **discussed in the non-public session. G. Harrington seconded. The motion was approved, 6-0-0.**

100

101 **G. Harrington made motion to adjourn the meeting. B. LaBrecque seconded. The motion was**
102 **approved, 6-0-0.**

103

104 The meeting adjourned at approximately 8:40 PM.

105

106 Respectfully submitted,

107

108

109

110 Jaye Trottier
111 Associate Planner

CONSERVATION EASEMENT

Hickory Woods, LLC, a New Hampshire limited liability company, with a principal place of business at 100 Andover Bypass, Suite 300, North Andover, Massachusetts 01845, (hereinafter referred to as the "Grantor," which word where the context requires includes the plural and shall, unless the context clearly indicates otherwise, include the Grantor's ~~executors,~~ administrators, legal representatives, ~~devises, heirs,~~ successors and assigns), for consideration paid, grants in perpetuity to the **Town of Londonderry** having a mailing address of 286B Mammoth Road, Londonderry, New Hampshire 03053 (hereinafter referred to as the "Grantee" which shall, unless the context clearly indicates otherwise, include the Grantee's successors and assigns), with Quitclaim Covenants, the Conservation Easement (herein referred to as the "Easement") hereinafter described over of land of Grantor located in the Town of Londonderry, County of Rockingham, State of New Hampshire, more particularly bounded and described as shown and described as "EASEMENT U" on a plan of land entitled "Easement Plan, Hickory Woods, Tax Map 2, Lot 27, 27-8, 27-28, 27-29 & 27-30, West Road/NH Route 102, Londonderry, New Hampshire 03053", owner of record: HSL Real Estate Trust, Prepared for: Hickory Woods, LLC, Prepared by: Benchmark Engineering, Inc., dated April 15, 2013, last revised _____, 2013, and recorded in the Rockingham County Registry of Deeds as Plan # _____, and hereafter referred to as the "Easement Area".

1. CONSERVATION PURPOSES

The Easement hereby granted is, exclusively for the following conservation purposes:

- A. The protection of the natural habitat of the Easement Area; and
- B. The preservation and conservation of open spaces, particularly including, without limitation, the conservation of the forest land included within the Easement Area, the wildlife habitat on the Property and the scenic enjoyment thereof.

All of these purposes are consistent and in accordance with the U.S. Internal Revenue Code, Section 170(h).

The Easement hereby granted is as follows:

2. USE LIMITATIONS

- A. The Easement Area shall be maintained in perpetuity as open space without there being conducted thereon any industrial, commercial, agricultural or commercial forestry activities, except such activities as are required for proper forest management.
- i. For the purposes hereof, "agricultural" and "commercial forestry" activities shall include animal husbandry, floricultural, and horticultural activities; the production of plant and animal products for domestic or commercial purposes; the growing, stocking, cutting, and sale of Christmas trees or forest trees of any size capable of producing timber or other forest products; and the processing and sale of products produced on the Property (such as pick your own fruits and vegetables and maple syrup).
 - ii. Necessary forestry management on the Property shall be performed, to the extent reasonably practicable, in accordance with a coordinated management plan for the sites and soils of the Property. Forestry management activities shall be in accordance with the then current scientifically based practices recommended by the University of New Hampshire Cooperative Extension, U.S. Natural Resources Conservation Service, or other government or private nonprofit natural resource conservation and management agencies then active. Management activities shall not materially impair the scenic quality of the Property as viewed from public waterways, great ponds, public roads, or public trails.
- B. The Easement Area shall not be subdivided.
- C. No structure or improvement, including but not limited to, a dwelling, any portion of a septic system, tennis court, swimming pool, dock, aircraft landing strip, tower or mobile home, shall be constructed, placed, or introduced onto the Easement Area. However, ancillary structures and improvements including, but not limited to, a road, dam, fence, bridge, culvert, drainage swale or riprap may be constructed, placed, or introduced onto the Easement Area only as necessary in the accomplishment of the forestry management, conservation and passive recreational uses of the Easement Area and provided that they are not detrimental to the scenic, historic and wildlife protection purposes of this Easement.
- i. For purposes of this easement, passive recreational use shall be limited to such activities as hiking, cross-country skiing and snowshoeing, which activities shall be limited to ~~the owners of Lot 27 and their~~ Grantor and Grantor's guests and invitees. Nothing in this Section 2.C.i. shall be construed to prohibit Grantor from allowing at Grantor's sole discretion

more public use of the Property, including but not limited to the granting of a trail easement.

- D. No removal, filling, or other disturbances of soil surface, nor any changes in topography, surface or subsurface water systems, wetlands, or natural habitat shall be allowed within the Easement Area unless such activities:
- i. are commonly necessary in the accomplishment of the forestry management, conservation or habitat management uses of the Easement Area; and
 - ii. do not harm state or federally recognized rare, threatened, or endangered species, such determination of harm to be based upon information from the New Hampshire Natural Heritage Inventory or the agency then recognized by the State of New Hampshire as having responsibility for identification and/or conservation of such species; and
 - iii. are not detrimental to the purposes of this Easement.

Prior to commencement of any such activities, all necessary federal, state, and local permits and approvals shall be secured.

- E. No outdoor advertising structures such as signs and billboards shall be displayed on the Easement Area except as desirable or necessary in the accomplishment of the forestry management, conservation or habitat management uses of the Easement Area, and provided such signs are not detrimental to the purposes of this Easement.
- F. There shall be no mining, quarrying, excavation, or removal of rocks, minerals, gravel, sand topsoil, or other similar materials within the Easement Area, except in connection with any improvements made pursuant to the provisions of sections 2.A., C., D., or E., above. No such rocks, minerals, gravel, sand, topsoil, or other similar materials shall be removed from the Easement Area.
- G. There shall be no dumping, injection, burning, or burial of man made materials or materials then known to be environmentally hazardous, including vehicle bodies or parts.

3. TAXES; MAINTENANCE

The Grantee shall be under no obligation to maintain the Easement Area or pay any taxes or assessments thereon.

4. BENEFITS, BURDENS, AND ACCESS

- A. The burden of the Easement conveyed hereby shall run with the Grantor's Property and shall be enforceable against all future owners and tenants in perpetuity; the benefits of this Easement shall be appurtenant to any particular Government, or any subdivision of either of them, consistent with Section 170(c)(1) of the U.S. Internal Revenue Code of 1986, as amended, or to any qualified organization within the meaning of Section 170(h)(3) of said Code, which organization has among its purposes the conservation and preservation of land and water areas and agrees to and is capable of enforcing the conservation purposes of this Easement. Any such assignee or transferee shall have like power of assignment or transfer.
- B. The Grantee shall have reasonable access to the Easement Area and all of its parts over the Grantor's property for such inspection as is necessary to determine compliance with and to enforce this Easement and exercise the rights conveyed hereby and fulfill the responsibilities and carry out the duties assumed by the acceptance of this Easement. The foregoing provisions of this Section 5.B. to the contrary notwithstanding, the foregoing access rights are limited to the members of the Town of Londonderry Conservation Commission or its agents and designees and shall (i) not include vehicular access except in connection with forestry management activities conducted in accordance with all other provisions of this easement, and (ii) not be exercised, except in the event of emergency or as prudent forestry management activities dictate, for normal inspection visits more frequently than four times in any calendar year.
- C. Nothing in this easement shall be construed to require Grantor to allow ~~M~~members of the general public ~~shall not have~~ access to the Easement Area for any purpose including, without limitation, outdoor recreation or education activities.

5. BREACH OF EASEMENT

- A. When a breach of this Easement, or conduct by anyone inconsistent with this Easement, comes to the attention of the Grantee, it shall notify the Grantor in writing of such breach of conduct, delivered in hand or by certified mail, return receipt requested. In the event of repeated failures to take action by the Grantee, the breach shall be referred to the Department of Environmental Services.
- B. The Grantor shall, within 30 days after receipt of such notice or after otherwise learning of such breach or conduct, undertake those actions, including restoration, which are reasonably calculated to cure swiftly said breach, or to terminate said conduct, and to repair any damage. The Grantor shall promptly notify the Grantee of its actions taken under this Section.
- C. If the Grantor fails to take such proper action under the preceding paragraph, the Grantee shall, as appropriate to the purposes of this deed, undertake any actions that are reasonably necessary to cure such breach or to repair any damage in the

Grantor's name or to terminate such conduct. The costs thereof, including the Grantee's expenses, court costs, and legal fees shall be paid by the Grantor, provided that the Grantor is directly or primarily responsible for the breach.

- D. Nothing contained in this Easement shall be constructed to entitle the Grantee to bring any action against the Grantor for any injury to or change in the Easement Area resulting from causes beyond the Grantor's control, including, but not limited to, unauthorized actions by third parties, natural disasters such as fire, flood, storm, and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Easement Area resulting from such causes.
- E. The Grantee and the Grantor reserve the right, separately or collectively, to pursue all legal remedies against any third party responsible for any actions detrimental to the conservation purposes of this Easement.
- F. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair Grantee's rights or remedies or be construed as a waiver.

6. NOTICES

All notices, requests and other communications, required or permitted to be given under this Easement shall be in writing, except as otherwise provided herein, and shall be delivered in hand or sent by certified mail, postage prepaid and return receipt requested, to the appropriate address set forth above or at such other address as the Grantor or the Grantee may hereafter designate by notice given in accordance herewith. Notice shall be deemed to have been given when so delivered or so mailed.

7. SEVERABILITY

If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid by a court of competent jurisdiction, by confirmation of an arbitration award or otherwise, the remainder of the provisions of this Easement or the application of such provision to persons or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby.

8. CONDEMNATION

- A. Whenever all or part of the Easement Area is taken in exercise of eminent domain by public, corporate, or other authority so as to abrogate in whole or in part the Easement conveyed hereby, the Grantor and the Grantee shall thereupon act jointly to recover the full damages resulting from such taking with all incidental or direct damages and expenses incurred by them thereby to be paid out of the damages recovered.

- B. The balance of the land damages recovered (including, for purposes of this subsection, proceeds from any lawful sale, in lieu of condemnation, of the Grantor's property unencumbered by the restrictions hereunder) shall be divided between the Grantor and the Grantee in proportion to the fair market value, at the time of condemnation, of their respective interests in that part of the property condemned. The values of the Grantor's and Grantee's interest shall be determined by an appraisal prepared by a qualified appraiser at the time of condemnation.
- C. The Grantee shall use its share of the proceeds in a manner consistent with and in furtherance of one or more of the conservation purposes set forth herein.

9. ADDITIONAL EASEMENT

Should the Grantor determine that the expressed purposes of this Easement could better be effectuated by the conveyance of an additional easement, the Grantor may execute an additional instrument to that effect, provided that the conservation purposes of this Easement are not diminished thereby and that a public agency or qualified organization described in Section 5.A., above, accepts and records the additional easement.

10. MERGER

The Grantor and Grantee explicitly agree that it is their express intent, forming a part of the consideration hereunder, that the provisions of the Easement set forth herein are to last in perpetuity, and that to that end no purchase or transfer of the underlying fee interest in the Easement Area by or to the Grantee or any successor or assign shall be deemed to eliminate the Easement, or any portion thereof, granted hereunder under the doctrine of "merger" or any other legal doctrine.

The Grantee, by accepting and recording this Easement, agrees to be bound by and to observe and enforce the provisions hereof and assumes the rights and responsibilities herein granted to and incumbent upon the Grantee, all in the furtherance of the conservation purposes for which this Easement is delivered.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2013.

HICKORY WOODS, LLC

Witness

By: _____
Name: _____
Title: _____

THE STATE OF NEW HAMPSHIRE
COUNTY OF _____

Personally appeared _____, _____ of
Hickory Woods, LLC, this ____ day of _____, 2013, and acknowledged the foregoing to
be its voluntary act and deed.

Justice of the Peace/Notary Public
My commission expires _____

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

ACCEPTED BY:

TOWN OF LONDONDERRY, NEW HAMPSHIRE

By: _____

Name: _____

Title: _____

Duly authorized

Date: _____

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

Personally appeared _____, _____ of
the Town of Londonderry, New Hampshire, this ____ day of _____, 2013,
and acknowledged the foregoing on behalf of Grantee.

Justice of the Peace/Notary Public
My commission expires: _____

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Request For Proposals: Outdoor Recreation Guide and Management Plan

I. Introduction

The Town of Londonderry, New Hampshire, acting by and through its Conservation Commission, (the "Commission") is soliciting proposals for professional services ("Consultant") to assist the Commission in development of two documents: 1) a Recreation Guide, and 2) a Recreation Management Plan. The Recreation Guide will gather into one publication comprehensive information on all of Londonderry's town-owned and/or administered active and passive outdoor recreations assets. The Management Plan will serve as a guide for town officials, volunteers, and interested non-governmental organizations in considering policy changes, land use planning, budget preparation, monitoring, enforcement of rules, and capital improvement planning for the town's outdoor recreations assets.

The Commission anticipates work will begin in September, 2013, and the finished product will be ready for adoption by the Commission, after coordination with the Londonderry School District, the Londonderry Recreation Department, interested NGOs, the public, and appropriate town staff in December 2013, in time to support the annual budgeting cycle.

A written outline with a fixed fee amount (contained in a separate sealed envelope, see Sections V and VII) for required tasks must be received by Town of Londonderry, Finance Department, at 268B Mammoth Road, Londonderry, New Hampshire 03053, no later than 4:00 pm on Friday, August 2, 2013.

II. Background

The Town of Londonderry is among the top 10 fastest growing communities in the state of New Hampshire. Londonderry's growth has been steady over the past 30 years, after triple and double digit decadal growth 30 years prior to 1990, illustrated by the 1990 Census population of 19,781, the 2000 Census population of 23,236, and a 2010 Census population of 24,129. Economically, over the same time period, Londonderry has seen above average commercial and industrial development. Just in the past decade, the Town averaged over 200,000 square feet of new commercial and industrial development per year. Presently, two significant state infrastructure projects are under construction, I-93 widening and the Manchester Airport Access Road; both will have a significant impact on Londonderry in the near future and both will provide a challenge to Londonderry's values, growth management, transportation and recreation infrastructures, and its historic, agricultural, and cultural heritage.

During this period of rapid growth, the town has added significant recreational infrastructure that has included public athletic fields, open space forested areas, conservation easements with public access provisions on local farms, and intermural sports fields associated with the school district. In addition active volunteers, working with the town and the school district have

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created an extensive trail network and have maintained and managed active sports program in the three major athletic field complexes.

These outdoor recreation assets are managed in a “stovepipe” fashion by the Conservation Commission, the Londonderry Athletic Fields Association (“LAFA”), the Londonderry Youth Soccer Association (LYSA), Londonderry Trailways, the Town Recreation Department, and the Londonderry School District. Coordination among these various agencies and groups takes place on an ad hoc, goodwill basis, but there is no overall management plan for these town assets that links needs to assets.

In addition, recent public opinion surveys have disclosed that information about when, how, and where to access these outdoor recreation assets is fragmented, uncoordinated, and sometimes difficult to find. The result is that many town residents are not aware of what is available, even though they have, through their taxes, helped to pay for these amenities. Even when residents are aware that an outdoor recreation asset exists, they do not know what the permitted uses are on each property.

Bidders are strongly encouraged to consult the Londonderry town web site at www.londonderrynh.org and the school district web site at www.londonderry.org, where they will find a wealth of information about the town and its existing outdoor recreation assets, to include extensive information in the GIS services pages.

III. Scope of Service

The following outline is offered to describe the general extent of services to be provided by the Consultant. This outline is not necessarily all-inclusive and the Consultant shall include in the proposal any tasks (or alternatives) and services deemed necessary to satisfactorily complete the project. Londonderry encourages consultants to bring innovative thoughts and best practice expertise to help the community design the approach that best suits the Town.

1. Create a “Londonderry Outdoor Recreation Guide” suitable for electronic and hard copy publication and provide the following information:
 - a. Location and directions to each outdoor recreation asset by vehicle, bike, and on foot, including trailhead parking
 - b. Types of permitted activities and applicable rules
 - c. Facilities to include trails, athletic facilities, parks, nearby amenities, available parking
 - d. Trail descriptions similar in detail to the AMC’s White Mountain Guide
 - e. Photographs of points of interest for each recreation area, including the entrance area(s)
 - f. Maps of each area
2. Include in the above guide all conserved land, whether town held or held by others, as long as public access is permitted. Pay particular attention to the limits placed on

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privately held land under a conservation easement that provides for limited public access. Emphasize the limits on use of the property during the growing season or timber harvest. Describe where and when hunting is permitted. (The Town possesses a database of the boundaries and characteristics of most but not all conservation properties that will be made available to the contractor. The Town encourages ideas that enhance the existing database to make it more user friendly or accessible and provide for visualization through GIS.)

3. Include in the above guide all lands managed by the Londonderry Recreation Department and LAFA.
4. Create a “Londonderry Town Management Plan” that serves as a recreation capstone to the existing forest management plans, the Londonderry Trailways master plan, and School District plans. This plan should fully support the Londonderry Master Plan and should include the following elements:
 - a. A requirements section that estimates the need for outdoor recreation amenities over time when the town reaches its expected buildout, as described in the Master Plan and the build-out prepared by the town’s Planning Department; “amenities” includes, but is not limited to: parking for vehicles and bikes, picnic tables/seating, signage, kiosks, trail maps
 - b. An assessment of existing recreation assets that identifies gaps in the projected requirements
 - c. A detailed facilities assessment, similar to a Capital Improvements Plan, that specifies improvements needed on existing and future outdoor recreation assets
5. Develop and administer a voluntary survey instrument, similar to that undertaken by the Open Space Task Force, that assesses Londonderry residents’ preferences in types and availability of outdoor recreation assets.
6. Identify potential bike/pedestrian routes connecting the major areas to plan for recreational connectivity and promote healthy access.

IV. Town of Londonderry Staff Involvement

While the municipal and school staffs and town volunteers will be available to provide existing information, documentation, and advice, existing work commitments preclude them from spending substantial time conducting research, writing documents, and setting up meetings. It is essential that the consultant be able to dedicate the time needed to conduct these tasks independently and to produce the deliverables described above.

V. Proposal Submission

All responses to this RFP must be received in a sealed envelope and clearly marked “LONDONDERRY OURDOOR RECREATION PROPOSAL” by 4:00PM, on **August 9, 2013** to be eligible for consideration. Proposals shall be submitted to:

Town of Londonderry
Finance Department
268B Mammoth Road

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Londonderry, NH 03053

The proposal and the bid price (including cost estimates and hourly rates, See Section X) should be submitted in separate sealed envelopes. Please submit ten (10) paper copies of the RFP response, one (1) electronic copy in word searchable Adobe PDF format, and one (1) sealed bid price with your submission. The Town of Londonderry will be employing a quality-based selection process, and will not open any bids until all of the proposals have been reviewed, firms selected to interview based on qualifications and response to the RFP, interviews conducted, firms ranked in accordance with predetermined review criteria, and a selection is made by the Commission. At that time, the price proposal from the highest ranking firm will be opened and a negotiation of the conditions of the contract will commence. If for any reason a satisfactory agreement cannot be reached, negotiations will commence with the next highest ranking firm until an agreement is reached and a formal contract is executed. The proposals will be publicly opened and recorded at 4:15 PM in the Elwood Conference Room on the second floor of Town Hall at the scheduled RFP opening meeting on **Friday, August 9, 2013.**

VI. Revisions to the Request for Proposals

If it becomes necessary to revise any part of the RFP, an addendum will be sent to all those who have notified the town the above address that they intend to respond.

VII. Limitation of Liability

The Town of Londonderry assumes no responsibility or liability for costs incurred by Proposers in responding to this RFP or in responding to any further request for interviews, additional data, etc.

VIII. Proposal Preparation

In order to facilitate evaluation of the proposals, the respondent is instructed to be concise and to follow the outline below in responding. Proposals that do not follow the outline, or do not contain the required information, may be considered as unresponsive proposals. Additional detailed information may be annexed to the proposal.

IX. Format for Proposals

Respondents are requested to include, in order, the following:

- A. Letter of Transmittal
- B. Executive Summary
- C. Brief organizational profile, including background and experience of the consultant(s).

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D. Previous project summaries, including reference contact information, for a minimum of three (3) projects that are similar in scope to the project described herein that demonstrate pertinent experience; listing of the pertinent projects may be included. (The Town reserves the right to contact any references provided herein or otherwise obtained).

E. Proposed Operation Plan and potential Project Schedule, including an explanation/discussion of technical approaches and a detailed outline of the proposed services for executing the requirements of the Proposed Scope of Services. Please note that the final Recreation Guide and Recreation Plan document as well as all maps and supporting information are expected to be delivered in both hard copy and electronic format. The schedule should allow time to administer the public opinion survey and incorporate its results in the Recreation Plan. The schedule should also include a minimum of one draft submission of each of the deliverables and should allow time for stakeholder comment and Consultant revisions, based on that comment.

F. Project management including:

- i. Project organizational chart including key staff and/or subcontractors to be assigned and their roles in the project.
- ii. Location of office from which the management of the project will be performed.

G. Summary/matrix of key personnel's shared project experience

H. Appendices: Resumes of person(s) who will be performing the work.

I. Cost estimates and typical billing rates (In a separate sealed envelope):

Proposers are urged to provide a Rates and Hours Matrix for the Project, showing hours for each consultant and/or subcontractor for each of the three major deliverables: the Recreation Guide, the Recreation Plan, and the public opinion survey instrument, as well as any other tasks needed to understand the cost proposal. A schedule of billing rates by classification, etc. is also desired.

X. Signature

The proposal shall be signed by an official authorized to bind the offer and shall contain a statement to the effect that the proposal is a firm offer for a ninety (90) day period from opening. The proposal shall also provide the following information: name, title, address and telephone number of the individual(s) with authority to contractually bind the company or consultant and also who may be contacted during the period of proposal evaluation for the purpose of clarifying submitted information.

XI. Nature of Proposal and Eligibility

The proposal shall be submitted in accordance with the Purchasing Procedures and Purchasing Policies of the Town of Londonderry and shall be promulgated thereunder, and shall constitute

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a firm and binding offer. The determination of whether a proposal may be withdrawn is solely at the discretion of the Community Development Director in consultation with the Chair of the Conservation Commission. However, in no event shall a proposal be withdrawn unless the request for withdrawal is filed within five (5) days of the date of the opening and the proposer establishes that the proposal contains a material mistake and the mistake occurred despite the exercise of reasonable care.

XII. Right to Reject Proposals and Waive Informalities

The Town reserves the right to reject any or all proposals, to waive any non-material irregularities or information in any RFP, and to accept or reject any item or combination of items.

XIII. Proposal Evaluation and Selection

Proposals will be reviewed using a quality-based evaluation process. The Planning and Economic Development Department staff, along with the selection subcommittee described below will evaluate each proposal based on the documentation requested herein, utilizing criteria, which includes, but is not necessarily limited to or in the order of, the following:

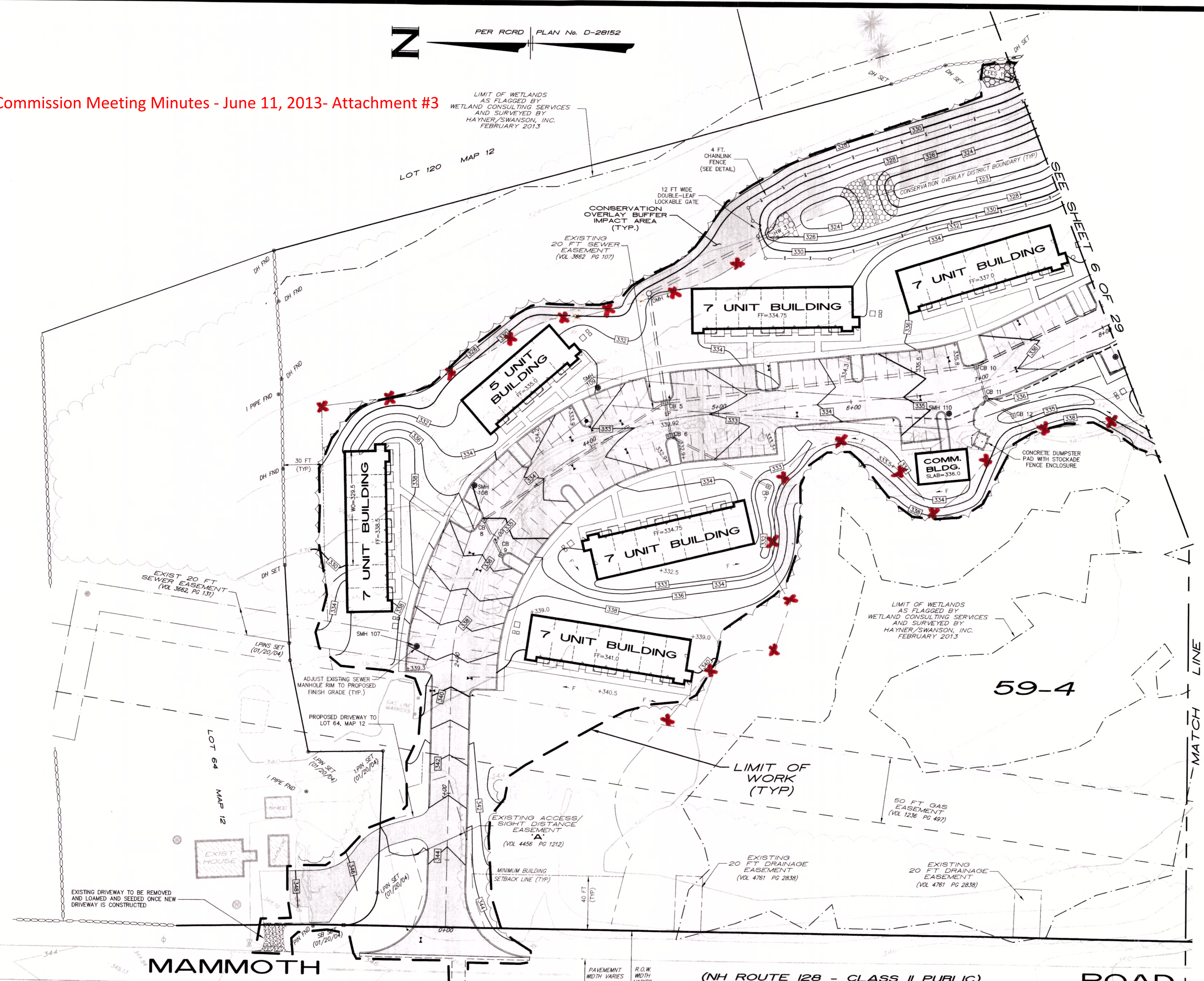
- A. The proposal's responsiveness to the RFP (format, capabilities, work program, approach, clarity, ability to meet proposed schedule, etc.).
- B. Apparent specialized experience and technical competence of the consultant(s) in the required disciplines.

Once the highest quality proposals have been identified, the staff will contact and schedule interviews of selected bidders with a selection subcommittee consisting of representatives from the Conservation Commission, Londonderry Trailways, the Londonderry School District and, if possible, the Londonderry Planning Board, LAFA, LYSA, and the town's Recreation Department, assisted by the town's planning staff. The Staff and Selection Subcommittee will recommend to the Conservation Commission the highest ranking bidder for selection.

Conservation Commission Meeting Minutes - June 11, 2013- Attachment #3



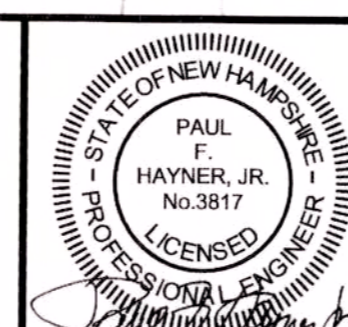
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78 OF 29	SITE UTILITY PLAN
9-10 OF 29	SITE LAYOUT PLAN
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16 OF 29	UTILITY PROFILES
17-20 OF 29	DETAIL SHEET - GENERAL SITE
21 OF 29	DETAIL SHEET - WATER
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23-24 OF 29	EROSION CONTROL PLAN
25 OF 29	DETAIL SHEET - EROSION CONTROL
26-27 OF 29	SITE LIGHTING PLAN
28 OF 29	SITE DISTANCE PLAN
29 OF 29	SITE LINE PROFILES



LEGEND	
—100—	EXISTING GROUND CONTOUR
100.5+	EXISTING SPOT ELEVATION
—100—	PROPOSED GRADE
100.5+	PROPOSED SPOT GRADE
—	TREE LINE
—	WETLAND FLAGGING LIMIT
—	BUILDING SETBACK LINE
—	CURBING
F	STORMWATER RUNOFF DIRECTION

BENCHMARK
No. 1
STONE BOUND AT EAST SIDE OF
MAMMOTH ROAD AND SOUTHWEST
CORNER OF MAP 12, LOT 59
ELEV. = 370.44
(1929 NGVD DATUM)

LOT 146 MAP 12
LOT 63-2 MAP 12
LOT 63 MAP 12
LOT 63-1 MAP 12
LOT 62 MAP 12



PRELIMINARY
NOT FOR CONSTRUCTION

SITE GRADING PLAN
LONDONDERRY TOWNHOMES
MAMMOTH ROAD
LONDONDERRY, NEW HAMPSHIRE
PREPARED FOR:
NEIGHBORWORKS SOUTHERN NEW HAMPSHIRE
801 ELM STREET, P.O. BOX 3968 MANCHESTER, NEW HAMPSHIRE 03105
RECORD OWNER:
LONDONDERRY LENDING TRUST
C/O ROBERT V. WALLACE JR.
132 LINCOLN STREET, SUITE 6L BOSTON, MASSACHUSETTS 02111

SCALE: 1"=40 Feet
1"=12.192 Meters

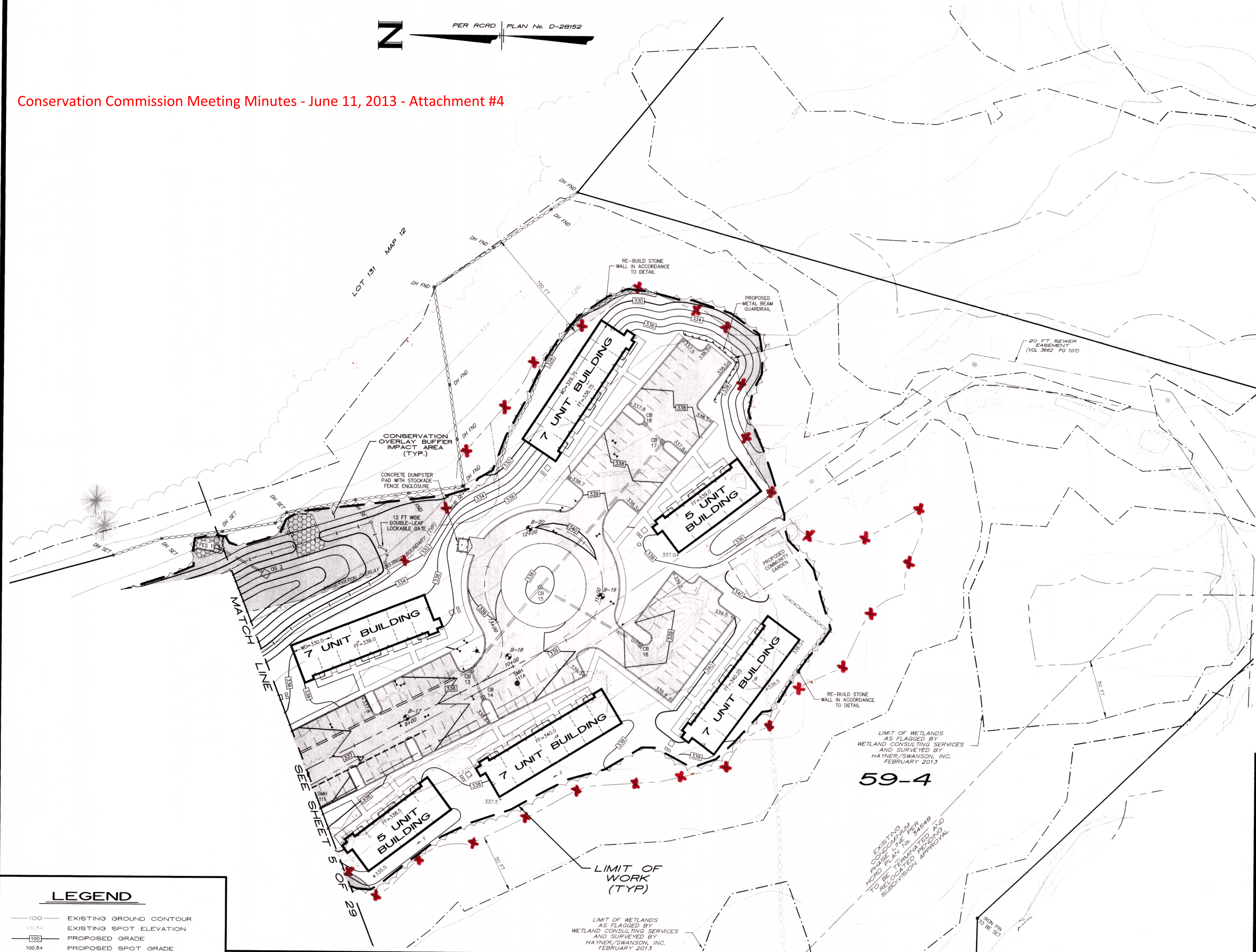
2 MAY 2013

HSI Hayner/Swanson, Inc.
Three Congress Street Nashua, New Hampshire 03062-3301
Tel (603) 883-2057 www.haynerswanson.com Fax (603) 883-5037

FIELD BOOK: 1099	DRAWING NAME: 4669-FG41	4669-SP	5 OF 29
DRAWING LOCATION: Q:\4669\DWG\4669-SP		File Number	Sheet

N PER RCRD PLAN No. D-28152

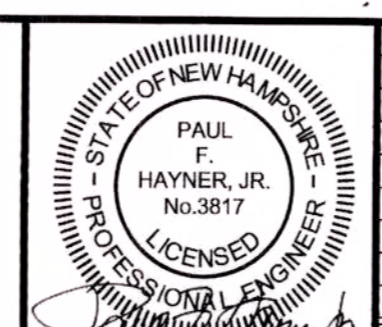
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16 OF 29	UTILITY PROFILES
17-20 OF 29	DETAIL SHEET - GENERAL SITE
21 OF 29	DETAIL SHEET - WATER
22 OF 29	DETAIL SHEET - SEWER
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25 OF 29	DETAIL SHEET - EROSION CONTROL
26-27 OF 29	SITE LIGHTING PLAN
28 OF 29	SITE DISTANCE PLAN
29 OF 29	SITE LINE PROFILES



LEGEND	
100	EXISTING GROUND CONTOUR
100.5+	EXISTING SPOT ELEVATION
100	PROPOSED GRADE
100.5+	PROPOSED SPOT GRADE
(Symbol)	TREE LINE
(Symbol)	WETLAND FLAGGING LIMIT
(Symbol)	BUILDING SETBACK LINE
(Symbol)	CURBING
(Symbol)	STORMWATER RUNOFF DIRECTION

BENCHMARK
No. 1
STONE BOUND AT EAST SIDE OF
MAMMOTH ROAD AND SOUTHWEST
CORNER OF MAP 12 LOT 59
ELEV. 370.44
(1929 NGVD DATUM)

LIMIT OF WETLANDS
AS FLAGGED BY
WETLAND CONSULTING SERVICES
AND SURVEYED BY
HAYNER/SWANSON, INC.
FEBRUARY 2013.



NO.	DATE	REVISION	BY
PRELIMINARY NOT FOR CONSTRUCTION			

SITE GRADING PLAN
LONDONDERRY TOWNHOMES
MAMMOTH ROAD
LONDONDERRY, NEW HAMPSHIRE
PREPARED FOR:
NEIGHBORWORKS SOUTHERN NEW HAMPSHIRE
801 ELM STREET, P.O. BOX 3968 MANCHESTER, NEW HAMPSHIRE 03105
RECORD OWNER:
LONDONDERRY LENDING TRUST
c/o ROBERT V. WALLACE, JR.
132 LINCOLN STREET, SUITE 6L BOSTON, MASSACHUSETTS 02111

SCALE: 1"=40 Feet
1"=12.192 Meters

2 MAY 2013

HSI Hayner/Swanson, Inc.
Three Congress Street, Nashua, New Hampshire 03062-3301
Tel (603) 883-2057 www.hayner-swanson.com Fax (603) 883-5057

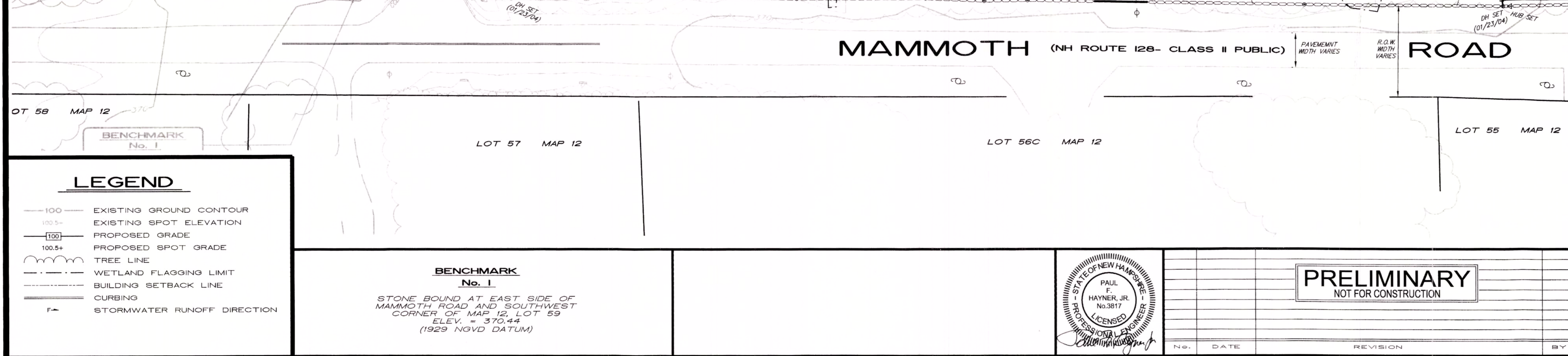
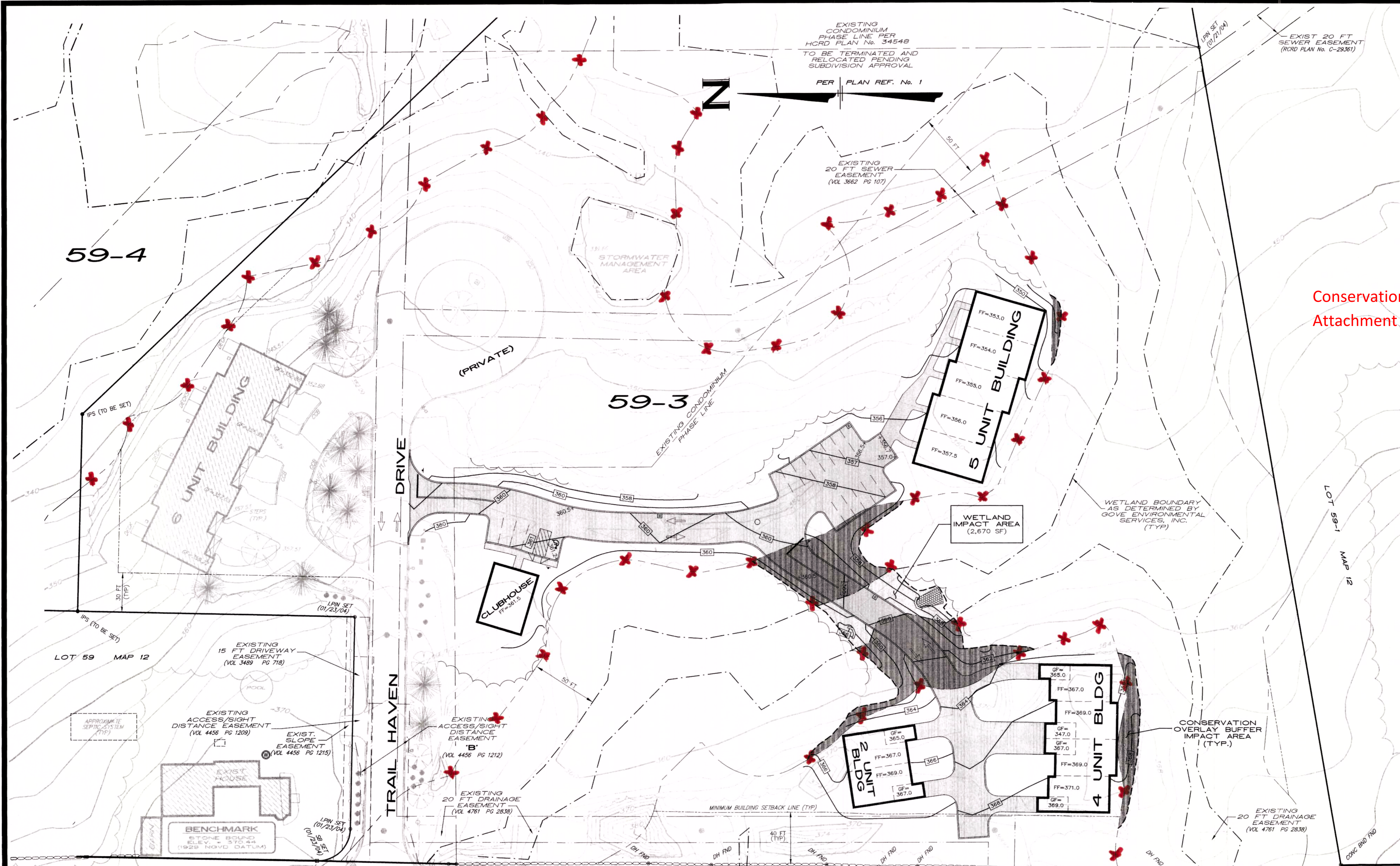
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- 1 OF 19 MASTER SITE PLAN
- 2-4 OF 19 EXISTING CONDITIONS PLAN
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- 8 OF 19 LANDSCAPE PLAN
- 9 OF 19 DETAIL SHEET - LANDSCAPE
- 10 OF 19 UTILITY PROFILES
- 11-13 OF 19 DETAIL SHEET - GENERAL SITE
- 14 OF 19 DETAIL SHEET - WATER
- 15 OF 19 DETAIL SHEET - SEWER
- 16 OF 19 EROSION CONTROL PLAN
- 17 OF 19 DETAIL SHEET - EROSION CONTROL
- 18 OF 19 SITE LIGHTING PLAN
- 19 OF 19 SITE DISTANCE PLAN & PROFILE

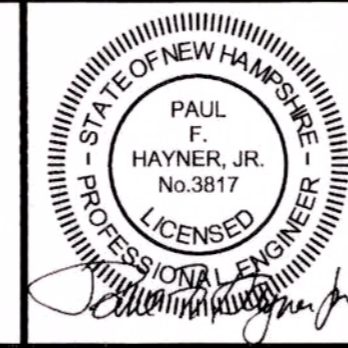
Conservation Commission Meeting Minutes - June 11, 2013 - Attachment #5



LEGEND

- 100 — EXISTING GROUND CONTOUR
- 100.5+ EXISTING SPOT ELEVATION
- 100+ PROPOSED GRADE
- 100.5+ PROPOSED SPOT GRADE
- TREE LINE
- - - WETLAND FLAGGING LIMIT
- - - BUILDING SETBACK LINE
- CURBING
- STORMWATER RUNOFF DIRECTION

BENCHMARK No. 1
 STONE BOUND AT EAST SIDE OF
 MAMMOTH ROAD AND SOUTHWEST
 CORNER OF MAP 12, LOT 59
 ELEV. = 370.44
 (1929 NGVD DATUM)



PRELIMINARY
 NOT FOR CONSTRUCTION

SITE GRADING PLAN
WHITTEMORE ESTATES
 CONDOMINIUMS
 MAMMOTH ROAD
 LONDONDERRY, NEW HAMPSHIRE
 PREPARED FOR:
NEIGHBORWORKS SOUTHERN NEW HAMPSHIRE
 801 ELM STREET, P.O. BOX 3968 MANCHESTER, NEW HAMPSHIRE 03105
 RECORD OWNER:
LONDONDERRY LENDING TRUST
 c/o ROBERT V. WALLACE JR.
 132 LINCOLN STREET, SUITE 6L BOSTON, MASSACHUSETTS 02111

SCALE: 1"=40 Feet
 1"=12.192 Meters

24 APRIL 2013

HSI Hayner/Swanson, Inc.
 Three Congress Street Nashua, New Hampshire 03062-3301
 Tel (603) 883-2057 www.haynerswanson.com Fax (603) 883-5057

FIELD BOOK: 1099 DRAWING NAME: 4669-F041 4669-WE 5 OF 19
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