

May 28, 2015

**POTENTIAL COUNCIL ACTION ITEMS (No particular order, not exhaustive)**

- **1/29/15** - Continue to press KM for a Public Meeting in Merrimack – [Meeting held 3/26/15](#)
- **1/29/15** - Place an action item on Feb 12th agenda requesting the council to take no action regarding request from Kinder Morgan to survey town-owned parcels until Merrimack Public Meeting - [Completed](#)
- **1/29/15** - Place NED Pipeline Update on future council agendas – [Completed 2/12/15](#)
- **1/29/15** - Update list of properties that directly abut proposed pipeline route with a list of properties that fall into pipeline hazard zone - [Completed](#)
- **1/29/15** - Consider consultant to:
  - Research communities' property value effects of recent pipeline installations – [Engaged Avitar](#)
  - Evaluate impacts on the sewer line – [Engaged Wright Pierce](#)
- **1/29/15** - Support Conservation Commission's efforts to update data for environmental impacts on HHNP and Gilmore Woods - [Ongoing](#)
- **1/29/15** - Support Merrimack Village District's efforts to protect Wellhead Protection Zone and Aquifer Protection Zone - [Ongoing](#)
- **1/29/15** - Request KM list of abutters notified of project and requests for permission to survey – [At the 4/28/15 Amherst meeting Eileen asked Jim Hartman, Kinder Morgan Principal Land Specialist, for map and lot numbers of affected land owners and was denied the request](#)
- Work with property owners to develop a list of who has been notified of the project and requests for surveys - [Ongoing](#)
- **1/29/15** - Maintain contacts at FERC and NH Congressional delegation – [Ongoing \(NH delegation attends Managers meetings\)](#)
- **1/29/15** - Consult with PSNH (Eversource) regarding where they are in the process with KM and PUC – [No response - No contract between parties \(4/23/15\)](#)
- **1/29/15** - Consult and share information with large companies (A-B/InBev, Elbit, Premium Outlets, Fidelity, PanAm, PSNH, Pennichuck, etc.) – [Meeting held 2/26/15; will be ongoing](#)
- **2/12/15** – Section 106 of the National Historic Preservation Act of 1966 (NHPA) – [Pending formal application](#)
- **3/26/2015** - Council voted to stand in strong opposition to the NED pipeline - Send letter to Governor/Federal Delegation
  - Letter to Governor – [Letter sent 4/14/15](#)
  - Letter to Congressional Delegation - [Letter sent 4/14/15](#)
  - Letter to Local Reps - [Letter sent 4/14/15](#)
- **5/14/2015** - Council to continue attempts to settle on the Survey Access Agreement with Kinder Morgan – [Ongoing](#)

■-Original
■-Update
■-Completed
■-Town Manager Update

Amendment to HB 572-FN-LOCAL

1 Amend the title of the bill by replacing it with the following:

2

3 AN ACT relative to taking land by eminent domain for high pressure gas pipelines,  
4 requiring payment of the land use change tax when land is taken by eminent  
5 domain to build energy infrastructure, and relative to the siting of high pressure  
6 gas pipelines.  
7

8 Amend the bill by replacing all after the enacting clause with the following:

9

10 1 New Paragraph; Acquisition of Property. Amend RSA 371:15 by inserting after paragraph VI  
11 the following new paragraph:

12 VII. When private real property which is used for residential purposes is proposed to be  
13 acquired in part for the construction of a high pressure gas pipeline, the owners of the property shall  
14 have the option to request that the site evaluation committee as a condition of any permit issued  
15 under RSA 162-H:16, require the taker to condemn and take in fee up to the 10 most contiguous  
16 acres to the proposed pipeline including all buildings and improvements thereon if all owners,  
17 excluding lien holders and mortgagees, of the private real property make such an election and  
18 provide the site evaluation committee and the taker with written notice of their election within 30  
19 days after receipt of the notice under RSA 371:4. If the taker acquires the entire or partial tract of  
20 land with buildings and improvements thereon pursuant to this section or by agreement with the  
21 owners, the entire acquisition shall be deemed to be an acquisition for a public purpose and for use in  
22 the taker's business. When considering such a request for a taking of the 10 most contiguous acres,  
23 the site evaluation committee shall approve or deny such a request after duly considering RSA 162-  
24 H:1, 162-H:10-b and 162-H:16.

25 2 New Subparagraph; Land Use Change Tax. Amend RSA 79-A:7, IV by inserting after  
26 subparagraph (c) the following new subparagraph:

27 (d) Land is taken under eminent domain to build energy infrastructure which will result  
28 in revenue for the taker. Notwithstanding subparagraph VI(a), the taker shall pay the land use  
29 change tax on all land that no longer qualifies for current use assessment.

30 3 Eminent Domain; By Pipeline Companies. Amend RSA 371:15, IV to read as follows:

31 IV. In trying any question of damages before said commissioners or by jury, the appraisal for  
32 taxation of such real estate, and, in cases where less than the whole interest in real estate is sought

Amendment to HB 572-FN-LOCAL

- Page 2 -

1 to be acquired, the appraisal for taxation of such whole interest, by the selectmen or tax assessors for  
2 the tax year in which such application shall have been filed, and for as many preceding years as the  
3 commissioners or the court may consider relevant, shall be competent as evidence of value *if such*  
4 *value is mutually agreed upon by the parties. If the parties disagree upon value, then each*  
5 *party shall agree on the choice of 2 licensed/certified appraisers and fair market value*  
6 *shall be determined by the average of the 2 appraisals. The taker shall pay the cost of the*  
7 *appraisals.* The damages as determined shall be awarded to the owner or apportioned among the  
8 several owners in accordance with their several interests as determined and judgment shall be  
9 entered accordingly.

10 4 Eminent Domain; By Pipeline Companies. Amend RSA 371:15, VI to read as follows:

11 VI. No lands or rights of way or easements therein shall be taken by eminent domain under  
12 the provisions of this chapter in any public property, *public or private conservation lands*, or  
13 within the location of any railroad or other public utility company; provided that such pipeline or  
14 pipelines may be constructed *under public or private conservation lands* or under or through  
15 any public highway or street, public park or reservation or other public property if the method of  
16 such construction, compensation, if any, and the plans and specifications therefor have been  
17 approved by the authority having jurisdiction over the maintenance of such public highway or street,  
18 public park or reservation, *conservation lands*, or other public property; and provided further that  
19 such pipeline or pipelines may be constructed over or across the location of any railroad or other  
20 public utility company by agreement with such railroad or other public utility company or, in the  
21 event of failure so to agree, then with the approval of the public utilities commission and in such  
22 manner as may be determined by said commission. Provided, however, that nothing herein shall be  
23 deemed to repeal any of the provisions of this chapter relative to acquisition of rights in public  
24 waters and on public lands.

25 5 New Section; Siting of High Pressure Gas Pipelines. Amend RSA 162-H by inserting after  
26 section 10-a the following new section:

27 162-H:10-b Siting of High Pressure Gas Pipelines

28 I. To meet the objectives of this chapter, and with due regard to meeting the energy needs of  
29 the residents and businesses of New Hampshire the general court finds that appropriately sited high  
30 pressure gas pipelines subject to committee approval have the potential to assist the state in  
31 accomplishing these goals. Accordingly, the general court finds that it is in the public interest for  
32 the site evaluation committee to establish criteria or standards governing the siting of high pressure  
33 gas pipelines in order to ensure that the potential benefits of such systems are appropriately  
34 considered and unreasonable adverse effects avoided through a comprehensive, transparent, and  
35 predictable process. When establishing any criteria, standard, or rule for a high pressure gas  
36 pipeline or when specifying the type of information that a high pressure gas pipeline applicant shall  
37 provide to the committee for its decision-making, the committee shall rely upon the best available

Amendment to HB 572-FN-LOCAL  
- Page 3 -

1 evidence.

2 II. For the adoption of rules, pursuant to RSA 541-A, relative to the siting of high pressure  
3 gas pipelines, the committee shall address the following:

4 (a) Visual impacts as evaluated through a visual impact assessment prepared in  
5 accordance with professional standards by an expert in the field.

6 (b) Cumulative impacts to natural, scenic, recreational, and cultural resources.

7 (c) Health and safety impacts, including but not limited to, proximity to high pressure  
8 gas pipelines that could be mitigated by appropriate setbacks from any high pressure gas pipeline.

9 (d) Project-related sound impact assessment prepared in accordance with professional  
10 standards by an expert in the field.

11 (e) Impacts to the environment, air and water quality, plants, animals and natural  
12 communities.

13 (f) Site fire protection plan requirements.

14 (g) Site decommissioning, including sufficient and secure funding, removal of structures,  
15 and site restoration.

16 (h) Best practical measures to avoid, minimize, or mitigate adverse effects.

17 6 Effective Date. This act shall take effect upon its passage.

2015-1552s

AMENDED ANALYSIS

This bill:

I. Allows a residential owner an eminent domain option when land is taken by a utility for a high pressure gas pipeline and requires payment of the land use change tax when land is taken by eminent domain to build energy infrastructure.

II. Clarifies the amount of damages to be awarded to the owner of property acquired by eminent domain.

III. Provides guidelines for rules governing the siting of high pressure gas pipelines.

New Hampshire General Court - Bill Status System

**Docket of HB572**

Docket Abbreviations

**Bill Title:** relative to taking land by eminent domain for high pressure gas pipelines and requiring payment of the land use change tax when land is taken by eminent domain to build energy infrastructure.

*Official Docket of HB572:*

Date	Body	Description
1/8/2015	H	<b>Introduced</b> and Referred to Municipal and County Government; <b>HJ 12</b> , PG. 230
1/28/2015	H	Public Hearing: 2/3/2015 1:00 PM LOB 301
1/30/2015	H	Executive Session: 2/4/2015 12:00 PM LOB 301
2/10/2015	H	Executive Session: 2/10/2015 2:00 PM LOB 301
2/12/2015	H	Committee Report: Ought to Pass with Amendment <b>#2015-0323h</b> for Feb 18 (Vote 15-1; CC); <b>HC13</b> , PG. 242
2/18/2015	H	Amendment #0323h: AA VV; <b>HJ 20</b> , PG. 504
2/18/2015	H	<b>Ought to Pass with Amendment</b> #0323h: MA VV; <b>HJ 20</b> , PG. 504
2/18/2015	H	Referred to Ways and Means
2/25/2015	H	Executive Session: 3/3/2015 10:00 AM LOB 202 ==RECESSED==
3/11/2015	H	Public Hearing: 3/17/2015 10:00 AM LOB 202
3/17/2015	H	Continued Executive Session: 3/17/2015 LOB 202
3/19/2015	H	Committee Report: Ought to Pass for Mar 25 (Vote 15-0; RC); <b>HC 23</b> , PG. 634
3/25/2015	H	<b>Ought to Pass:</b> MA RC 364-5; <b>HJ 28</b> , PG. 1293-1295
3/26/2015	S	Introduced and Referred to Energy and Natural Resources; <b>SJ 11</b>
4/23/2015	S	Hearing: 4/29/15, Room 100, SH, 9:00 a.m.; <b>SC19</b>
4/23/2015	S	Please note: Proposed amendments <b>#2015-1412s</b> and <b>#2015-1423s</b> will be introduced during the hearing on HB 572-FN-L and will be open to public testimony.

NH House

NH Senate

~~400~~ according to Deb Hoffman the vote in the house was 364 in favor 5 against (Dick Barry was against)

## NED Pipeline Affected Properties

	Parcel ID	House #	Street Name	Acreage
1.	3A-15	4	Squires Dr	0.98
2.	3A-34	9	Bates Rd	6.69
3.	3A-41	86	Peaslee Rd	3.11
4.	3A-45	2	Fields Farm Rd	2.29
5.	3A-45-13	10	Field Farm Road	2.49
6.	3A-45-14	8	Field Farm Rd	2.3
7.	3A-45-4	7	Field Farm Rd	2.31
8.	3A-45-5	9	Field Farm Rd	2.3
9.	3A-45-6	11	Fields Farm Rd	1.98
10.	3A-45-8	6	Maryann Ln	2.01
11.	3A-45-8-1	7	Maryann Ln	7
12.	3A-55	103	Seaverns Bridge Rd	13.5
13.	3A-57	89	Seaverns Bridge Rd	2.64
14.	3A-57-1	89A	Seaverns Bridge Rd	2.34
15.	3A-94		Seaverns Bridge Rd	4.38
16.	3B-152	82	Peaslee Rd	2.6
17.	3B-153-2		Peaslee Rd	4.82
18.	3B-153-3	79	Peaslee Rd	7.23
19.	3B-153-4	89	Peaslee Rd	8
20.	3B-154	83	Peaslee Rd	3.57
21.	3B-154-1		Peaslee Rd	0.43
22.	3B-164		Amherst Rd	563
23.	3B-201		Old King Rd	25.9
24.	3C-107	8	Cedar Ln	0.53
25.	3C-108	10	Cedar Ln	1
26.	3C-109	12	Cedar Ln	0.58
27.	3C-113	11	Cedar Ln	1.4
28.	3C-114	9	Cedar	2
29.	3C-115	7	Cedar Ln	0.53
30.	3C-116	5	Cedar Ln	0.57
31.	3C-118	42	Camp Sargent Rd.	0.53
32.	3C-119	44	Camp Sargent Rd.	0.63
33.	3C-120	48	Camp Sargent Rd.	0.85
34.	3C-191-1	80-7	Premium Outlets Blvd	143.99
35.	3C-260-8	63	Naticook Rd	2.13
36.	3C-40	40	Continental Blvd	54.34
37.	3C-41	10	Greens Pond Rd	1.27
38.	3C-45	61	Naticook Rd	6.3
39.	3C-45-1-6	59	Naticook Rd	3.04
40.	3C-66-3	58	Naticook Rd	8.42
41.	3C-67	62	Naticook Rd	4.6
42.	3C-68	64	Naticook Rd	2.6
43.	3C-68-2	68	Naticook Rd	5.94
44.	3C-70	45	Greens Pond Rd	73.5
45.	3C-73	37	Greens Pond Rd	25.24
46.	3C-76		Tallant Rd	70
47.	3C-78	2	Tallant Rd	0.23

## NED Pipeline Affected Properties

48.	3C-79	4	Tallant Rd	0.18
49.	3C-80	6	Tallant Rd	0.16
50.	3C-82	5	Tallant Rd	0.23
51.	3C-82-1		Tallant Rd	0.15
52.	3C-83	3	Tallant Rd	0.2
53.	3C-84	1	Tallant Rd	0.2
54.	3C-85	22	Continental Blvd.	0.9
55.	3C-94	<b>11 (Common Land 12 owners)</b>	Scott Dr	29.49
56.	3C-94	<b>11 (Common Land 12 owners)</b>	Scott Dr	29.49
57.	3C-94	<b>11 (Common Land 12 owners)</b>	Scott Dr	29.49
58.	3C-94	<b>11 (Common Land 12 owners)</b>	Scott Dr	29.49
59.	3C-94	<b>11 (Common Land 12 owners)</b>	Scott Dr	29.49
60.	3C-94	<b>11 (Common Land 12 owners)</b>	Scott Dr	29.49
61.	3C-94	<b>11 (Common Land 12 owners)</b>	Scott Dr	29.49
62.	3C-94	<b>11 (Common Land 12 owners)</b>	Scott Dr	29.49
63.	3C-94	<b>11 (Common Land 12 owners)</b>	Scott Dr	29.49
64.	3C-94	<b>11 (Common Land 12 owners)</b>	Scott Dr	29.49
65.	3C-94	<b>11 (Common Land 12 owners)</b>	Scott Dr	29.49
66.	3C-94	<b>11 (Common Land 12 owners)</b>	Scott Dr	29.49
67.	3D-1-5	23	Star Drive	19.16
68.	3D-2-1	226	DW Highway	11.39
69.	3D-2-42	239	DW Highway	14.62
70.	3D-2-43	237	DW Highway	9.5
71.	3D-27-29	8	Englewood	0.36
72.	3D-27-30	5	Englewood	0.47
73.	3D-27-33	28	Whittier Rd.	0.47
74.	3D-27-34	30	Whittier Rd.	0.48
75.	3D-27-35	32	Whittier Rd.	0.37
76.	3D-27-36	34	Whittier Rd.	0.33
77.	3D-27-37	40	Whittier Rd.	0.43
78.	3D-27-38	42	Whittier Rd.	0.37
79.	3D-27-39	44	Whittier Rd.	0.39
80.	3D-27-40	46	Whittier Rd.	0.55
81.	3D-27-41	48	Whittier Rd	0.78
82.	3D-27-68	<b>Common Land -64 owners</b>	Whittier Rd.	21.45
83.	3D-27-69	<b>Common Land -64 owners</b>	Whittier Rd	8.32
84.	3D-27-69	<b>Common Land -64 owners</b>	Whittier Rd	8.32
85.	3D-27-69	<b>Common Land -64 owners</b>	Whittier Rd	8.32



## NED Pipeline Affected Properties

135.	3D-27-69	<b>Common Land -64 owners</b>	Whittier Rd	8.32
136.	3D-27-69	<b>Common Land -64 owners</b>	Whittier Rd	8.32
137.	3D-27-69	<b>Common Land -64 owners</b>	Whittier Rd	8.32
138.	3D-27-69	<b>Common Land -64 owners</b>	Whittier Rd	8.32
139.	3D-27-69	<b>Common Land -64 owners</b>	Whittier Rd	8.32
140.	3D-27-69	<b>Common Land -64 owners</b>	Whittier Rd	8.32
141.	3D-27-69	<b>Common Land -64 owners</b>	Whittier Rd	8.32
142.	3D-27-69	<b>Common Land -64 owners</b>	Whittier Rd	8.32
143.	3D-27-69	<b>Common Land -64 owners</b>	Whittier Rd	8.32
144.	3D-27-69	<b>Common Land -64 owners</b>	Whittier Rd	8.32
145.	3D-27-69	<b>Common Land -64 owners</b>	Whittier Rd	8.32
146.	3D-27-69	<b>Common Land -64 owners</b>	Whittier Rd	8.32
147.	3D-29	224	DW Highway	65.88
148.	3D-31	221	DW Highway	195.68
149.	3D-32		DW Highway	98.27
150.	3D-33	227	DW Highway	0.8
151.	43-41-1		Peaslee Rd	2.71
152.	4B-184	26	Farmer Rd	5.19
153.	<b>Pan Am Railroad</b>			
154.	<b>Eversource</b>			

Joanna's opinion regarding  
km's latest revised document # (2)

**Eileen Cabanel**

**From:** Eileen Cabanel  
**Sent:** Friday, May 22, 2015 1:36 PM  
**To:** Nancy Harrington  
**Subject:** FW: Amended Access Agreement  
  
**Importance:** High

Eileen Cabanel  
Town Manager  
Town of Merrimack  
6 Baboosic Lake Road  
Merrimack, NH 03054  
[ecabanel@merrimacknh.gov](mailto:ecabanel@merrimacknh.gov)

-----Original Message-----

**From:** Joanna B. Tourangeau  
**Sent:** Wednesday, May 13, 2015 2:16 PM  
**To:** 'Becky Thompson'  
**Subject:** RE: Amended Access Agreement

I took a look and I am fine with the first and second changes to the document but not with deletion of the "in advance of submission to FERC." If you could confirm that Eileen feels the same then I can reach out to Patty and see if we can wrap this up in a way that will work for them and us.

-----Original Message-----

**From:** Becky Thompson [<mailto:bthompson@merrimacknh.gov>]  
**Sent:** Wednesday, May 13, 2015 12:04 PM  
**To:** Joanna B. Tourangeau  
**Subject:** FW: Amended Access Agreement

Joanna:

Per your recommendation, I forwarded the survey agreement to Patty Quinn with Kinder Morgan in final form with the Council changes incorporated (2nd attachment dated 150507) and told her that Eileen was ready to sign.

Attached is what we received back from Patty. Please review and let me know how you would like to proceed.

Thank you!

Becky Thompson  
Executive Secretary  
Town of Merrimack  
6 Baboosic Lake Road

Merrimack, NH 03054  
Phone: 603-424-2331  
Fax: 603-424-0461

-----Original Message-----

From: Quinn, Patty [[mailto:Patty\\_Quinn@kindermorgan.com](mailto:Patty_Quinn@kindermorgan.com)]  
Sent: Tuesday, May 12, 2015 1:19 PM  
To: Becky Thompson  
Subject: RE: Amended Access Agreement

Becky,

The legal team made two modifications to the Agreement. If Eileen could look at them, they are as follows:

They added types of surveys to be conducted, including civil and environmental in the first paragraph. The added sentence reads: "The surveys to be conducted on the property of the Town are described as follows: civil and environmental surveys and studies that include, but are limited to, project routing, characterization of land as to property ownership, topographic features, descriptions, cultural resources, wetland delineation and archeology."

Deleted the wording 'review and' and 'prior to submission to the FERC' in the seventh paragraph. The sentence would read instead: "The Town shall receive and have reasonable opportunity to comment upon any report or other documentation of the results of TGP activities under the Agreement."

I am not certain if this would require additional Town Council review in a meeting, but let me know if this requires additional effort and I would be able to explain further.

Many thanks.

Further, I have just started to notify landowners in greater Merrimack that our sub-contractor is commencing with vernal pool surveys as early as the end of this week on properties which have allowed survey.

Regards,

Patty Quinn

Patty Quinn  
Percheron Field Services, LLC  
Contractor for Tennessee Gas Pipeline System, LLC  
1615 Suffield Street  
Agawam, MA 01001  
E-mail: [patty\\_quinn@kindermorgan.com](mailto:patty_quinn@kindermorgan.com)  
Mobile: (603) 303-9731

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From: Becky Thompson [[bthompson@merrimacknh.gov](mailto:bthompson@merrimacknh.gov)]  
Sent: Thursday, May 07, 2015 2:56 PM  
To: Quinn, Patty  
Subject: Amended Access Agreement

Patty:

Attached is the amended agreement that the Merrimack Town Council has agreed upon. Eileen is ready to sign so please contact me to set up a date/time for a representative from the TGP to stop by the Town Hall and sign.

Thank you.

Becky Thompson  
Executive Secretary  
Town of Merrimack  
6 Baboosic Lake Road  
Merrimack, NH 03054  
Phone: 603-424-2331  
Fax: 603-424-0461

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Version: 2014.0.4800 / Virus Database: 4311/9840 - Release Date: 05/22/15

latest revised document by  
Town Council

①

## ACCESS AGREEMENT RE FIELD SURVEYS

The Town of Merrimack ("Town") received four requests for access for Tennessee Gas Pipeline, LLC or its designated contractors ( hereinafter referred to as "TGP") to access the following properties:

- (1) Horse Hill Nature Preserve (Map/Block/Lot 3B-164) deeded from NasTam Associates to the Town of Merrimack by deed dated July 19, 2002 and recorded in the Hillsborough County Registry of Deeds in Book 6670, Page 2730;
- (2) Gilmore Woods Memorial Forest (Map/Block/Lot 3C-73) deeded from Constance M. Heath to the Town of Merrimack by deed dated December 30, 1997 and recorded in the Hillsborough County Registry of Deeds in Book 5892, Page 0204;
- (3) 10 Green's Pond (Map/Block/Lot 3C-41) deeded from Digital Equipment Corporation to the Town of Merrimack by deed dated January 26, 1978 and recorded in the Hillsborough County Registry of Deeds in Book 2608, Page 637; and
- (4) Sewer Buffer (Map/Block/Lot 3C-40-2)

(these four parcels are referred to herein together as the "Property") in order for TGP or its designated contractors to perform field surveys necessary for the above captioned FERC Docket No. PF14-22 environmental screening.

The Town consents to these requests for access on the following terms:

The Town will permit, at any given time, no more than a total of four (4) employees and/or consultants of TGP the right, but not the obligation, of ingress to, egress from, and access under, above, and through, the Property by foot and limited vehicular access for the purpose of allowing TGP to conduct nonintrusive field surveys.

The Town reserves the right to prevent activity that, in its reasonable judgment, could result in damage or injury or threaten interference with activities of the Town. TGP shall have no access to buildings on the Property.

Before undertaking any activity on the Property, TGP shall give the Town reasonable advance notice no less than forty-eight (48) hours in advance, by telephone conversation with Eileen Cabanel at (603) 424-2331, or in writing, of planned activity, including notice of the areas of the Property that are expected to be accessed. TGP shall also provide the Town with reasonable advance notice of the name and contact information for each and every individual exercising rights under this Agreement. The Town shall be present during any TGP activities conducted on the Property. Access shall occur solely between the dates of May 31, 2015 and November 30, 2015. This Agreement shall automatically terminate on November 30, 2015 unless an extension is approved in writing by the Town and TGP.

TGP shall reasonably cooperate with the Town regarding all activities that are conducted on the Property. TGP shall bear the responsibility of determining the location of any utilities. In conducting all activities TGP shall exercise due care and shall ensure that each and every individual accessing the Property under this Agreement behaves in a professional manner.

After completing the activities contemplated by this contract, TGP shall ensure removal of their equipment and shall restore any part of the Property that was affected by its activities to a condition that is substantially similar to the condition of the Property at the time immediately preceding the commencement of said activities.

The Town shall receive and have reasonable opportunity to review and comment upon any report or other documentation of the results of TGP activities under the Agreement prior to submission to the FERC.

TGP shall indemnify and hold harmless the Town from (a) any damage to the Property, (b) damage to any property of any person not a party to this Agreement, or for bodily injury to any person or third party that is caused by TGP as a result of the activities of TGP related to activities contemplated by this Agreement. The Town shall promptly notify TGP in writing of any damage to the Property that has allegedly been caused by any TGP pursuant to any activity of TGP on the Property. Before it will be liable to provide any monetary payment to the Town for any indemnified damage to the Property, TGP shall have the right to restore or repair the damage to its prior condition, using contractors and consultants selected by them and reasonably satisfactory to the Town. TGP shall indemnify the Town for TGP noncompliance with this Agreement and this indemnification shall survive termination of the Agreement.

**EXECUTED:** \_\_\_\_\_, 2015.

**TOWN OF MERRIMACK:**

**By:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**TENNESSEE GAS PIPELINE  
COMPANY, LLC:**

**By:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

(2)

KM's response to Council's  
latest revised document

### ACCESS AGREEMENT RE FIELD SURVEYS

The Town of Merrimack ("Town") received four requests for access for Tennessee Gas Pipeline, LLC or its designated contractors ( hereinafter referred to as "TGP") to access the following properties:

- (1) Horse Hill Nature Preserve (Map/Block/Lot 3B-164) deeded from NasTam Associates to the Town of Merrimack by deed dated July 19, 2002 and recorded in the Hillsborough County Registry of Deeds in Book 6670, Page 2730;
- (2) Gilmore Woods Memorial Forest (Map/Block/Lot 3C-73) deeded from Constance M. Heath to the Town of Merrimack by deed dated December 30, 1997 and recorded in the Hillsborough County Registry of Deeds in Book 5892, Page 0204;
- (3) 10 Green's Pond (Map/Block/Lot 3C-41) deeded from Digital Equipment Corporation to the Town of Merrimack by deed dated January 26, 1978 and recorded in the Hillsborough County Registry of Deeds in Book 2608, Page 637; and
- (4) Sewer Buffer (Map/Block/Lot 3C-40-2)

(these four parcels are referred to herein together as the "Property") in order for TGP or its designated contractors to perform field surveys necessary for the above captioned FERC Docket No. PF14-22 environmental screening. The surveys to be conducted on the property of the Town are described as follows: civil and environmental surveys and studies that include, but are not limited to, project routing, characterization of land as to property ownership, topographic features, descriptions, cultural resources, wetland delineation and archeology.

The Town consents to these requests for access on the following terms:

The Town will permit, at any given time, no more than a total of four (4) employees

and/or consultants of TGP the right, but not the obligation, of ingress to, egress from, and access under, above, and through, the Property by foot and limited vehicular access for the purpose of allowing TGP to conduct nonintrusive field surveys.

The Town reserves the right to prevent activity that, in its reasonable judgment, could result in damage or injury or threaten interference with activities of the Town. TGP shall have no access to buildings on the Property.

Before undertaking any activity on the Property, TGP shall give the Town reasonable advance notice no less than forty-eight (48) hours in advance, by telephone conversation with Eileen Cabanel at (603) 424-2331, or in writing, of planned activity, including notice of the areas of the Property that are expected to be accessed. TGP shall also provide the Town with reasonable advance notice of the name and contact information for each and every individual exercising rights under this Agreement. The Town shall be present during any TGP activities conducted on the Property. Access shall occur solely between the dates of May 31, 2015 and November 30, 2015. This Agreement shall automatically terminate on November 30, 2015 unless an extension is approved in writing by the Town and TGP.

TGP shall reasonably cooperate with the Town regarding all activities that are conducted on the Property. TGP shall bear the responsibility of determining the location of any utilities. In conducting all activities TGP shall exercise due care and shall ensure that each and every individual accessing the Property under this Agreement behaves in a professional manner.

After completing the activities contemplated by this contract, TGP shall ensure removal of their equipment and shall restore any part of the Property that was affected by its activities to a condition that is substantially similar to the condition of the Property at the time immediately preceding the commencement of said activities.

The Town shall receive and have reasonable opportunity to ~~review and~~ comment upon any report or other documentation of the results of TGP activities under the Agreement ~~prior to submission to the FERC.~~

TGP shall indemnify and hold harmless the Town from (a) any damage to the Property, (b) damage to any property of any person not a party to this Agreement, or for bodily injury to any person or third party that is caused by TGP as a result of the activities of TGP related to activities contemplated by this Agreement. The Town shall promptly notify TGP in writing of any damage to the Property that has allegedly been caused by any TGP pursuant to any activity of TGP on the Property. Before it will be liable to provide any monetary payment to the Town for any indemnified damage to the Property, TGP shall have the right to restore or repair the damage to its prior condition, using contractors and consultants selected by them and reasonably satisfactory to the Town. TGP shall indemnify the Town for TGP noncompliance with this Agreement and this indemnification shall survive termination of the Agreement.

**EXECUTED:** \_\_\_\_\_, 2015.

**TOWN OF MERRIMACK:**

**By:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**TENNESSEE GAS PIPELINE  
COMPANY, LLC:**

**By:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_