



TOWN COUNCIL – AGENDA REQUEST FORM

THIS FORM WILL BECOME PART OF THE BACKGROUND INFORMATION USED BY THE COUNCIL AND PUBLIC

Please submit Agenda Request Form, including back up information, 8 days prior to the requested meeting date. **Public Hearing requests must be submitted 20 days prior to requested meeting date to meet publication deadlines** (exceptions may be authorized by the Town Manager, Chairman/Vice Chair).

MEETING INFORMATION

Date Submitted: July 2, 2015
Submitted by: Town Manager Eileen Cabanel
Department:
Speakers:

Date of Meeting: July 16, 2015
Time Required: 15 minutes
Background Info. Supplied: Yes: No:

CATEGORY OF BUSINESS (PLEASE PLACE AN "X" IN THE APPROPRIATE BOX)

Appointment:	<input type="checkbox"/>	Recognition/Resignation/Retirement:	<input type="checkbox"/>
Public Hearing:	<input type="checkbox"/>	Old Business:	<input checked="" type="checkbox"/>
New Business:	<input type="checkbox"/>	Consent Agenda:	<input type="checkbox"/>
Nonpublic:	<input type="checkbox"/>	Other:	<input type="checkbox"/>

TITLE OF ITEM

Kinder Morgan Survey Agreement

DESCRIPTION OF ITEM

Latest updated version of the survey agreement to be discussed.

REFERENCE (IF KNOWN)

RSA:	Warrant Article:	_____
Charter Article:	Town Meeting:	_____
Other:	N/A	

EQUIPMENT REQUIRED (PLEASE PLACE AN "X" IN THE APPROPRIATE BOX)

Projector:	<input type="checkbox"/>	Grant Requirements:	<input type="checkbox"/>
Easel:	<input type="checkbox"/>	Joint Meeting:	<input type="checkbox"/>
Special Seating:	<input type="checkbox"/>	Other:	<input type="checkbox"/>
Laptop:	<input type="checkbox"/>	None:	<input type="checkbox"/>

CONTACT INFORMATION

Name:	Eileen Cabanel	Address:	6 Baboosic Lake Road
Phone Number:	424-2331	Email Address:	ecabanel@merrimacknh.gov

APPROVAL

Town Manager: Yes No: Chair/Vice Chair: Yes No:

Hold for Meeting Date: _____

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~~June 30, 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 request ~~amendment of 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: _____