### TOWN COUNCIL AGENDA January 4, 2016 7:00 P.M.

The Town Council meeting will be held in the Moose Hill Council Chambers, Town Hall, 268B Mammoth Road, Londonderry, NH. Regular meetings are cablecast live and videotaped for the convenience of our viewers at home. 7:00 PM

- A. CALL TO ORDER
- B. PUBLIC COMMENT
- C. PUBLIC HEARING
  - Presentation by Steven Lewis relative to the purchase and sale of land at 30 Sanborn Rd. for the purpose of constructing affordable senior housing. Second Public Hearing
- D. OLD BUSINESS
  - 1.) FY17 Budget Update
- E. <u>NEW BUSINESS</u>
  - 1.) Order #2016-01 Expenditure of Maintenance Trust Fund Presented by Steve Cotton
- F. APPROVAL OF MINUTES

Approval of December 21, 2015 Town Council Minutes

- G. OTHER BUSINESS
  - 1. Liaison Reports
  - 2. Town Manager Report
  - 3. Board/Committee Appointments/Reappointment
    - 1.) Board/Committee Appointment/Reappointment Interviews
    - 2.) Resignation of Ben Parker from the Recreation Commission
    - 3.) Resignation of Lynn Willes from the Planning Board
    - 4.) Resignation of Paul Nickerson from the Conservation Commission

### H. ADJOURNMENT

### I. <u>MEETING SCHEDULE</u>

- 1. Town Council Meeting **01/18/16** Moose Hill Council Chambers, 7:00PM
- 2. Town Council Meeting **02/01/16** Moose Hill Council Chambers, 7:00PM
- 3. Town Council Meeting **02/15/16** Moose Hill Council Chambers, 7:00PM
- 4. Town Council Meeting **03/07/16** Moose Hill Council Chambers, 7:00PM

### J. <u>BUDGET MEETING SCHEDULE</u>

- 1. Monday, January 18, 2016 Town Council Budget Workshop, 7:00 PM
- 2. Thursday, January 21, 2016 Town Council Budget Workshop, 7:00 PM
- 3. Saturday, February 6, 2016 Town Deliberative Session 9:00 AM
- 4. Tuesday, March 8, 2016 Annual Town Meeting 7:00 AM 8:00 PM

### PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the "Agreement") is made as of the \_\_\_\_day of August, 2015, by and between Steven Lewis, Incorporated, a New Hampshire corporation with a mailing address of P.O. Box 1358, Atkinson, New Hampshire 03811, its successors and assigns ("Buyer") and the Town of Londonderry, a New Hampshire municipal corporation, with a business address of 268B Mammoth Road, Londonderry, New Hampshire 03053 ("Seller").

WHEREAS, Seller wishes to encourage the construction of "affordable Senior Housing," "affordable" as defined by New Hampshire Finance Authority, by selling said property to Buyer and Buyer wishes to purchase the Property from Seller on the terms and conditions hereof.

NOW, THEREFORE, for good and valuable consideration received, the Buyer and Seller enter into this Agreement on the terms and conditions set forth below.

### 1. AGREEMENT OF PURCHASE AND SALE

- Agreement, the Seller agrees to sell and the Buyer agrees to buy, subject to the terms and conditions hereinafter set forth, certain parcels or tracts of land containing 13.67 acres, more or less, located at 30 Sanborn Road in Londonderry, Rockingham County, New Hampshire, also known as Parcel ID 015-083-2, shown on the plan entitled "Boundary Plan Lots 83, 84 & 85/ Map 15, Sanborn Road, Londonderry, New Hampshire" attached hereto as Exhibit A and incorporated herein by reference together with all rights in adjacent streets or roads, all riparian rights, all assignments of contracts, leases, rents, security deposits, tax abatements (for the period after the Closing (as defined below)), actions, and other property, rights and interests therein, together with all approvals and permits, architectural plans and relevant studies (collectively the "Property").
- 1.02 <u>Environmental Review</u>. The purchase and sale shall be in accordance with the terms of this Agreement, but shall not occur sooner than a completion of an environmental review pursuant to 24 C.F.R. 58, and subject to the provisions below.

### 2. PURCHASE PRICE, DEPOSITS, AND MODE OF PAYMENT

- 2.01 <u>Purchase Price</u>. The purchase price for the Property (the "Purchase Price") shall be Ten Dollars and 00/100 (\$10.00).
  - 2.02 <u>Purchase Price Payment</u>. The Purchase Price shall be payable at Closing.

### 3. CLOSING

3.01 <u>Closing</u>. If not otherwise terminated hereby the closing for purchasing the Property pursuant to <u>Section 1</u> hereof shall occur no later than December 31, 2015 (the "Closing").

### 4. OBLIGATIONS OF THE PARTIES AT CLOSING

- 4.01 Seller's Obligations. At Closing, Seller shall deliver to Buyer:
- (i) a Warranty Deed (the "Deed") of its interest in the Property in statutory form, conveying clear, record and marketable title in fee simple absolute, such as will be fully insurable with a title insurance company selected by Buyer's lender(s) and qualified to do business in the state where the Property is located, free and clear of all encumbrances, mortgages, liens, easements, agreements, developers agreements, rights, encroachments and restrictions which cannot be released, cleared or discharged at the time of Closing (except those not objected to pursuant to Section 6.05).
- (ii) mechanics lien and parties in possession affidavits by Seller, and other forms and affidavits as reasonably and customarily required by Buyer's lender or title insurance company for transactions of this type and nature.
- (iii) real estate transfer documents, transfer tax declarations, non-foreign status affidavits and other documents, affidavits, and forms customarily required when transferring property in the state where the Property is located or as reasonably requested by Buyer or its title insurance company.
  - 4.02 Buyer's Obligations. At Closing, Buyer shall deliver to Seller:
    - (i) the Purchase Price.
- (ii) a copy of Buyer's, or its assignee's, vote(s) authorizing resolutions or similar evidence, authorizing the purchase of the Property.
- (iii) Buyer to place a 99 year land use restriction on said real estate to require the construction and to guarantee the maintenance of "affordable" age restricted housing. Buyer to provide all necessary documents for real estate transfer and other forms and affidavits customarily required when transferring property in the state where the Property is located or as reasonably requested by Seller.
- 4.03 <u>Condition at Closing</u>. At Closing (i) the Property will be conveyed in the same condition as the date hereof, reasonable wear and tear excepted; (ii) the title to the Property will be in the same condition as of the date of Buyer's title examination.
  - 5. PRORATIONS; TRANSFER TAX
  - 5.01 <u>Prorations</u>. As of the day of closing.
- 5.02 <u>Transfer Tax</u>. Buyer shall be responsible for payment of any transfer or similar taxes.

### 6. DUE DILIGENCE AND CONDITIONS TO CLOSING

- 6.01 <u>Due Diligence Period</u>. Buyer shall have until 5:00 p.m. of the ninetieth (90<sup>th</sup>) calendar day after date hereof (the "Due Diligence Period") to undertake at its sole cost and expense: (i) engineering studies and inspections as it deems appropriate; (ii) a soils investigation and inspection as it deems appropriate; (iii) a zoning and use review; (iv) a review of the environmental condition of the Property, and (v) a review of any and all matters, conditions, information and documentation relating to or concerning the Property. If Buyer shall discover or determine prior to the expiration of the Due Diligence Period that it is not satisfied in any way with the status of the Property or the results of any of its due diligence or inspections, Buyer shall have right to terminate this Agreement, and all the parties shall thereafter be released from any further obligations hereunder.
- 6.02 Permitting. This Agreement is expressly conditioned upon Buyer receiving, obtaining and procuring the issuance of any federal, state or local approvals, licenses, permits, variances, special exceptions, leases, agreements or consents (the "Approvals") necessary from any federal, state or local official, regulatory authority, homeowners or other association having jurisdiction over the Property to operate and maintain elderly affordable housing on the Property (the "Project"). The Buyer shall use commercially reasonable efforts to obtain the Approvals. If Buyer shall discover or determine that it is not able to obtain the Approvals, the Buyer shall have the right to terminate this Agreement and all the parties shall thereafter be released from any further obligations hereunder.
- 6.03 <u>Title</u>. Buyer shall have until the end of the Due Diligence Period to undertake such title examinations as it deems appropriate, and if it determines that there is any objection to Seller's title rendering it uninsurable or unmarketable, it shall so notify Seller in writing. If Seller is unable to remedy title within a thirty (30) day cure period, then Buyer may either: (i) terminate this Agreement, and both parties shall be discharged from any further liability under this Agreement, or (ii) Buyer may elect to accept such title as Seller can deliver.
- 6.04 Finding of No Significant Action. The parties acknowledge and understand further that prior to Buyer exercising its rights pursuant to this Agreement and purchasing the Property, that an environmental review must be performed pursuant to 24 C.F.R. 58 or otherwise and Buyer must be granted a Finding of No Significant Impact ("FONSI") or similar clearance from the U.S. Department of Housing and Urban Affairs ("HUD"). The Buyer shall use commercially reasonable efforts to receive the HUD approval(s) specified in this Section. In the event that the Buyer does not receive the FONSI [or similar clearance] by the expiration of the Phase 2 Due Diligence Period, the Buyer may terminate this Agreement and all parties shall thereafter be released from any further obligations hereunder. Buyer agrees that if the Closing does not occur it shall keep all environmental test result information confidential, unless the Buyer is legally required to disclose the same.

### ACCESS TO PROPERTY/RECORDS/RENTING

7.01 <u>Access</u>. Between the date hereof and the date of Closing, Buyer and Buyer's representatives shall be permitted: (i) access to the Property at reasonable times in order to

conduct any due diligence or inspections it desires as contemplated herein, and (ii) access to Seller's files and records pertaining to the Property. In the course of making such inspections, Buyer shall not unreasonably interfere with Seller's use of the Property or interfere with Seller's records and files. In the event the Closing does not take place as provided herein, Buyer shall at its sole cost and expense restore the Property as nearly as possible to its condition existing prior to the time of said examinations. All engineers and other representatives of Buyer performing such tests and examinations upon the Property shall be adequately insured for public liability and workman's compensation claims.

7.02 <u>Indemnification</u>. Buyer further agrees to indemnify and hold harmless Seller, its agents, officers, employees and affiliates, from any liability, loss, cost or expense for personal injury or property damage resulting directly from, or occurring during, its inspections or other activities on the Property by Buyer or Buyer's designees.

### 8. REAL ESTATE COMMISSION

8.01 <u>Commission</u>. The parties stipulate that no broker or real estate agent is entitled to a commission from this transaction. Each party agrees to indemnify and hold the other harmless from all loss, cost, damage or expense arising out of or as a consequence of claims for brokerage commissions asserted by third parties whose claim derives from the party required to make indemnification.

### 9. NOTICES

9.01 Notices. All notices, requests, demands or other communications required by or otherwise with respect to this Purchase and Sale shall be in writing and shall be deemed to have been duly given to any party on the date delivered when delivered personally (by courier service or otherwise), when delivered by facsimile, with a confirming copy sent by overnight mail, or on the date receipt is acknowledged if sent by first-class registered or certified mail, postage prepaid and return receipt requested, in each case to the applicable addresses set forth below; provided that delivery shall be deemed complete when delivered to the address designated below and shall not require actual receipt by the individual to whom the communication's attention has been marked:

If to Seller:

Town of Londonderry c/o Town Manager Kevin Smith 268B Mammoth Road Londonderry, New Hampshire 03053

If to Buyer:

Steven W. Lewis P.O. Box 1538 Atkinson, New Hampshire 03053 IN WITNESS WHEREOF, the parties hereto have set their hands to the written instrument as of the date first above written.

	BUYER:
	STEVEN LEWIS INCORPORATED
Witness	By: Name: Title:
	SELLER:
	TOWN OF LONDONDERRY
Witness	By:  Name:
	Title:

### ORDER #2016-01

An Order Relative to

### EXPENDITURE OF MAINTENANCE TRUST FUNDS FOR VARIOUS PROJECTS

Reading: 01/04/2016 Adopted: 01/04/2016

WHEREAS

voters since 2003 have approved funding for the maintenance and repair

of public buildings and grounds in the town; and

WHEREAS

by the Town Council of the Town of Londonderry that the Town Treasurer is hereby ordered to expend \$1,956.94 from the Expendable Maintenance Trust Fund for the aforementioned repairs

improvements.

NOW THEREFORE BE IT ORDERED by the Town Council of the Town of Londonderry that the Town Treasurer is hereby ordered to expend \$1,956.94 from the Expendable Maintenance Trust Fund for the aforementioned repairs and improvements.

John Farrell, Chairman
Town Council

Sharon Farrell Town Clerk

A TRUE COPY ATTEST: 01/04/2016

### Expendable Maintenance Trust TC Order Request for Town Council Meeting \*1/04/16\*

Description	Vendor	4	Amount
Wet/Dry Sprinkler Testing & Repair - Town Hall	ASAP - Invoice = 3381	5	1,120.00
Annual mandatory inspection & testing of the Wet and Dry sprinkler	ASAP - Invoice ≠ 6181	5	395.00
system at Town Hall. During the testing of the system, the tamper		S	1,515.00
switch on the 2nd foor pre-action riser control valve failed. This EMTF			
request is for the labor for the annual inspection/testing, and the			
material/labor to replace the defective tamper switch. The sprinkler			
system was installed in 2005, tamper switch warranty had expired			
4' LED Light Tubes - South Fire	Amazon	5	441.94
Repair the 20 - 24 blown 4 forescent tubes used in the apparatus bay		5	441.94
area with 4 LED Tubes that require no ballast. This EMTF request is for			
the material cost to purchase Qty. of 24 4 LED tubes.			
	Total Town Council EMTF Order	S	1,956.94

1	
2	<b>December 21, 2015</b>
3	
4 5	The Town Council meeting was held in the Moose Hill Council Chambers, Town Hall, 268B Mammoth Road, Londonderry, NH.
6 7 8	Present: Chairman John Farrell; Vice Chairman Jim Butler; Councilors Tom Freda, Joe Green and Tom Dolan; Town Manager Kevin Smith; Executive Assistant Kirby Wade
9	
10 11	CALL TO ORDER
12 13 14 15	Chairman Farrell opened the meeting with the Pledge of Allegiance. This was followed by a moment of silence for all the men and women who serve us here and abroad and all first responders and the men and women who serve us here and abroad especially during the holiday season.
16	PUBLIC COMMENT
17	
18 19	Police Chief Bill Hart introduced Sean Cullen, the newest hire at the Londonderry Police Department. He will be attending the Academy on the 4 <sup>th</sup> of January.
20	
21 22 23 24 25	Deb Paul, 118 Hardy Rd, stated that she is trying to get some feedback from the Council on their take on term limits for Boards/Commissions. Paul stated that she was going to do a citizens petition but she was informed that it was in the Charter. Chairman Farrell stated that his understanding is it is regulated by State law and to change that it requires state law and a former Charter Commission to change the Charter. Town Manager stated that this goes for appointed and elected. The Council discussed what should be done to go forward. The Council discussed opening the Charter.
26	
27 28 29 30 31	Chairman Farrell moved around the agenda. The Council will be doing the interviews for appointments and re-appointments to boards and committees. Those who are new applicants will be interviewed and those who are going for re-appointment may be interviewed if they would like but do not have to. Councilor Freda presented a PowerPoint with information for applicants to the Conservation Commission [see attached]. The Council voted by section. Below is a list of the appointments/re-appointments made.
32	
33 34	<u>Conservation Commission</u> The appointments/re-appointments were continued until the next meeting. The Council is waiting on recommendations from the Conservation Commission. Below is a list of people who applied.
35	Mike Speltz – Going for re-appointment
36	Roger Fillio – Would like to be moved from an alternate to a full-time member
37	Mike Byerly – New applicant
38	Eugene Harrington – Going for re-appointment
39	Julie Christenson-Collins – New applicant
40	Mike Considine – Going for re-appointment.
41	
42	Elder Affairs Committee
43	Susan Haussler – Re-appointed full member
44	Flo Silva – Re-appointed full member
45	John Goglia – Appointed full member

46	
47	Heritage Commission
48	Marty Srugis – Re-appointed full member
49	Sue Joudrey – Re-appointed full member
50	
51	International Exchange Committee
52	Chip Houghton – Withdrew his application
53	Julie Liese – Re-appointed
54	Reed Clark – Re-appointed
55	Art Rugg – Re-appointed
56	
57	Joint Negotiation Committee
58	We received no applicants/ no re-appointments
59	
60	Housing and Redevelopment Authority
61	We did not receive any applications
62	
63	Planning Board
64	Leitha Reilly – Re-appointed full member
65	Scott Benson – Re-appointed full member
66	Suzanne Brunelle - She interviewed for both the Planning Board and the Zoning Board. She was appointed to the ZBA.
67	Ann Chiampa – Re-appointed alternate member
68	
69	Recreation Commission
70	Chantal Schreiner – Appointed
71	John Rolfe – Appointed
72	Ron Campo – Re-appointed
73	Kevin Foley – Re-appointed
74	Bill Manning – Re-appointed
75	
76	<u>ZBA</u>
77	Suzanne Brunelle – Appointed full member
78	Neil Dunn – Re-appointed full member
79	
80	Solid Waste and Environment Committee
81	Gary Stewart - Re-appointed
82	Paul Margolin – Re-appointed
83	
84	PUBLIC HEARING
85	
86 87 88	Chairman Farrell introduced Ordinance #0215-09, an Ordinance relative to the use of Police details. Det. Sgt. Patrick Cheetham presented from the Londonderry Police Department. Cheetham, stated that they realized several months ago that there was no mechanism in place on the local town level to address assigning Police Officers for safety and traffic at public

89 90 91 92 93	events that would potential have a risk of an impact on traffic of safety of the public. Working with Town Manager Smith and Police Chief Hart they created the Ordinance. Town Manager Smith stated that there is also a movement in the State Legislature to outline the detail process for those municipalities that do not have one of their own in their Ordinances. If this Ordinance does not pass than the Town will follow the States protocol. Motion to approve Ordinance #2015-09 made by Councilor Green and second by Councilor Freda. Chair votes 5-0-0.
94 95 96 97 98 99	Chairman Farrell introduced the public hearing for the petition by Steven Lewis relative to the purchase and sale of land at 30 Sanborn Rd. for the purchase of constructing affordable senior housing. Town Manager Smith stated that this will be the first of two public hearings. It is required by State law to hold two. Lewis presented to the Council [see attached slides]. The Council discussed if this project would be good for the town. There was no public comment. The Council asked if Greg Carson would attend the next public hearing to discuss this project. The second public hearing will be held at the next Town Council meeting on Monday, January 4, 2016.
01 02	Motion to close public hearing made by Councilor Green and second by Councilor Freda. Chair votes 5-0-0.
03	
04	OLD BUSINESS
05 06 07 08 09	Chairman Farrell introduced the budget update. Town Manager Smith presented. Public Works Director Janusz Czyzowski presented the update to the solid waste contract. Czyzowski stated that they received three proposals. Czyzowski presented a PowerPoint going over the numbers and vendors [see attached].
10	Chairman Farrell mentioned that the Town went up in what the donated to social services this year.
11	
12 13 14	Town Manager Smith stated that there is an update regarding the resurfacing of recreation courts, the \$38,000. Finance Director Doug Smith stated that he reached out to the Recreation Department who provided the estimates for the warrant article. They have solid estimates form vendors.
15	
16 17	Finance Director Smith gave an update on the bond schedules as were discussed at the last Council meeting. Smith provided the Council with charts.
18	
19	Town Manager Smith
20	
21 22	<u>NEW BUSINESS</u>
23 24 25 26	Chairman Farrell introduced Order #2015-35, an order regarding expired impact fee refunds. Finance Director Doug Smith presented. Motion to waive the reading and approve made by Councilor Dolan and second by Councilor Green. Chair votes 5-0-0.
27 28 29 30	Chairman Farrell introduced Order #2015-36, an order relative to the expenditure of Maintenance Trust Fund for various projects. Steve Cotton presented that this Order is for elevator repairs at Town Hall and a water pump at Town Hall. Motion to approve Order #0215-36 made by Councilor Dolan and second by Councilor Freda. Chair votes 5-0-0.
31 32 33 34	Chairman Farrell introduced Resolution #2015-10, a Resolution relative to renaming the Elder Affairs Committee to the Senior Resources Committee. Motion to approve the name change made by Councilor Green and second by Councilor Dolan. Chair votes 5-0-0.
34 35	Town Manager Smith welcomed up Chief Bill Hart to provide an update on the Target Shooting Ordinance. Chief Hart stated

that the Ordinance was passed on September 14<sup>th</sup>. The Police Department has responded to thirty-seven calls since that point. 136 137 Chief Hart stated that the time frame since the Ordinance has been in places is the slower time. It picks up in August. Chief 138 Hart stated that three of the calls were from Derry locations, eighteen total calls came from the Musquash area and sixteen came from other parts of Londonderry. Chief Hart stated that they have seen an increase in the past few years. Chief Hart 139 stated that out of all the calls, one call is being investigated as a crime. Two were from the Fish and Game. Chief Hart stated 140 141 that there will be a warrant article put together for March. 142 APPROVAL OF MINUTES 143 144 Motion to approve the minutes from December 21, 2015 made by Councilor Green and second by Councilor Freda. Chair 145 146 votes 5-0-0. 147 <u>ADJOURNMENT</u> 148 149 Motion to adjourn made by Councilor Dolan and second by Councilor Freda. Chair votes 5-0-0. 150 151 Date: 12/21/15 152 Notes and Tapes by: Kirby Wade Date: 12/29/15 153 Kirby Wade Minutes Typed by: Date: 01/04/16 154 Town Council Approved by: 155 156 157 158 159 160 161 162 163 164 165 166 167 168

# 2010 Open Space Task Force Report

- Chapter 1: Open Space Inventory and Status, as of December 2010
- **Current Open Spaces**
- Given 26,945 acres in Town, this represents 15% of the total area. At the end of 2010 Londonderry had 4,047 acres of permanently entity) ownership or easements (see Table 1.1 and Figure 1.1). protected open spaces in either Town (or other management
- Other areas may be considered 'partially protected' including utility Conservation Overlay District. Together, these account for 4,205 corridors, town schools/recreation areas and the town's acres or an additional 15.6% of the total land area.

### 2010 OSTF Report Page 11

- by others. (the 5,455 acres include 3,029 acres under conservation easements owned by others, 781 acres In summary, the town has 8,252 acres of open space, 1,104 acres, and benefits from 5,455 acres protected of utility corridors and 395 acres of School athletic of which it owns 1,693 acres, holds easements on State or Local Wetlands Regulation, 480 acres of fields) (pg 3 of 2010 OSTF)
- To accomplish this, the town has expended a total of \$10,625,605 of direct town funds over a period of 23
- (Editor's Note, Londonderry has 26,945 acres)

### ("NH Everlasting" dated Sept. 22, 2001) Society for Preservation of NH Forests

- communities, forestry, habitat, clean waters, and guide the selection and conservation of lands for The Society proposes five interrelated goals to farming.
- The New Hampshire Everlasting Initiative Goals:
- partners, at least twenty-five percent of its lands 1. Support every community in conserving, with for a network of trails, parks, farms, and forests where people can connect with the natural world.

## Goal for Open Space in 2006

- From 2006 OSTF Report (page 4)
- Londonderry includes approximately 12,500 acres As defined, the Green Infrastructure in or 47% of the Town.
- The Londonderry Open Space Task Force (page 11) recommends:
- 1. The green infrastructure identified in this plan (12,500 acres or 47% of the Town) should be adopted as the town's goal for open space preservation.

## Goal for Open Space in 2010

- From 2010 OSTF (page 67)
- landowners of smaller parcels with the goal of Preserving the high priority parcels identified permanently protecting 39% of Londonderry in this report and working with willing

# 2010 Open Space Task Force Report (pg 53)

### Community Opposition:

opposition to dedicating limited town funds to continual funding. This opposition is driven by There exists a core of focused opposition to Londonderry's open space program and conservation spending and generalized a perceived lack of transparency over open space.

























