

TOWN COUNCIL AGENDA
January 18, 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

1.) FY17 Budget Second Public Hearing

D. OLD BUSINESS

1.) Budget Approval and Approval of Town Warrant

E. NEW BUSINESS

**1.) Order #2016-02 – Expenditure of Maintenance Trust Fund
Presented by Steve Cotton**

**2.) Order #2016-03 – Withdrawal of Funds from the Cable Equipment
Capital Reserve
Presented by Doug Smith**

**3.) Ordinance #2011-08 (A) – Review and Revisions to the Municipal
Code, Title II, Chapters VI, VII and X (First Reading)
Presented by Chief Bill Hart**

**4.) Order #2016-04 – The Expenditure of Capital Reserve Funds for
Highway Trucks and Equipment
Presented by Janusz Czyzowski**

**5.) Order #2016 – 05 – The Expenditure of Fire Capital Reserve Funds
Presented by Chief Darren O'Brien**

F. APPROVAL OF MINUTES

Approval of January 4, 2016 Town Council Minutes

G. OTHER BUSINESS

1. Liaison Reports
2. Town Manager Report

3. Board/Committee Appointments/Reappointment
 - 1.) Appointments to the Conservation Commission
 - 2.) Appointments to the Planning Board
 - 3.) Appointments to SNHPC
 - 4.) Appointments to the Joint Negotiating Committee

H. ADJOURNMENT

I. MEETING SCHEDULE

1. Town Council Meeting – **02/01/16** Moose Hill Council Chambers, 7:00 PM
2. Town Council Meeting – **02/15/16** Moose Hill Council Chambers, 7:00 PM
3. Town Council Meeting – **03/07/16** Moose Hill Council Chambers, 7:00 PM
4. Town Council Meeting – **03/21/16** Moose Hill Council Chambers, 7:00 PM

J. BUDGET MEETING SCHEDULE

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

ORDER #2016-02

An Order Relative to

EXPENDITURE OF

MAINTENANCE TRUST FUNDS FOR VARIOUS PROJECTS

Reading: 01/18/2016

Adopted: 01/18/2016

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 \$5,158.31 from the Expendable Maintenance Trust Fund for the aforementioned repairs and improvements.

NOW THEREFORE BE IT ORDERED by the Town Council of the Town of Londonderry that the Town Treasurer is hereby ordered to expend \$5,158.31 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:
01/18/2016

**Expendable Maintenance Trust TC Order Request
for Town Council Meeting *1/18/16***

Description	Vendor	Amount
<u>Bay Lights/Parking Lot Lights/Cord Drop - South Fire Station</u>	Stephen - Marquis - Invoice #20188	\$ 572.10
The installation of the 4" LED tubes in the night lights on the bay floor area (included ballast removal/rewiring), adding a cord drop to supply power to the charging system to the Gator, and replacement of burnt out bulbs in the parking lot lights. This EMTF request is for the labor and materials for these repairs.		\$ 572.10
<u>MAU 1 Bay Unit Repair - South Fire Station</u>	SAM Mechanical - Invoice #2016074	\$ 1,621.21
During the PM of the MAU 1 Bay unit at South Fire Station we had them investigate the humming noise while the unit was on. Turns out the motor sheave and two burners to the right draft inducer motor had worn out. This EMTF request is for the labor and materials to replace the flame sensor, igniter, draft induce assembly, motor sheave, and test the system to get it back on-line. The warranty period for these parts had expired.		\$ 1,621.21
<u>Snow/Ice Removal - Senior Center</u>	Green Magic - Invoice #1935	\$ 325.00
Shoveling/Plowing/Treatment of parking lot, walkways and fire exits at the Senior Center on 12/29 & 12/31/15. This EMTF request is for the labor/materials for snow & ice treatment at our Senior Center.		\$ 325.00
<u>Winter Maintenance - TH/PD/Library/Cable Access</u>	Lawn Butler - Invoice #1514	\$ 2,335.00
Shoveling/Plowing/Treatment of parking lots, walkways, fire lanes at TH/PD/Library/Cable Access on 12/29, 12/30 & 12/31/15. This EMTF request is for the labor/materials for snow & ice treatment at our various town buildings.	Lawn Butler - Invoice #1515	\$ 305.00
		\$ 2,640.00
Total Town Council EMTF Order		\$ 5,158.31

ORDER 2016-03

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

First Reading: 1/18/16
Second Reading: Waived
Adopted: 1/18/16

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

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

WHEREAS the Cable Division has selected Rule Broadcast Systems, Inc. as the successful bidder for camera equipment and accessories required by the Division in the amount of \$39,092.76; and

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

NOW THEREFORE BE IT ORDERED by the Londonderry Town Council that the Town Treasurer is hereby directed to disburse \$39,092.73 from the Cable Equipment Capital Reserve.

John Farrell - Chairman
Town Council

(TOWN SEAL)

Sharon Farrell - Town Clerk

A TRUE COPY ATTEST:
01/18/16

ORDINANCE #2011-08 A
REVIEW AND REVISIONS TO THE MUNICIPAL CODE, TITLE II,
CHAPTERS VI, VII and X

Introduced: 1/18/16
Second Read/Public Hearing: 2/01/16
Adopted: 2/01/16

WHEREAS Section 3.7 Ordinances of the Town Charter outlines the procedure for creation and updating Town Ordinances; and,

WHEREAS Chapters in Titles II have been reviewed for the following recommended updates;

NOW THEREFORE BE IT ORDAINED - By the Town Council of the Town of Londonderry that the Municipal Code of the Town of Londonderry, Title II – Traffic Safety Code, Chapters VI – Stopping, Standing and Parking, Chapters VII – Snow Removal, and Chapter X – Miscellaneous Provisions are amended pursuant to the attached summary.

John Farrell, Chairman
Town Council

(TOWN SEAL)

Sherry Farrell
Town Clerk

A TRUE COPY ATTEST:
2/01/2016

Recommended Revisions to the Municipal Code – Title II Traffic Safety Code

VI	Stopping, Standing and Parking	<p>Section X Penalties</p> <p>A. Each owner or operator of a vehicle who violates the provisions of this Chapter may, within seven calendar days of the time when such notice was attached to such vehicle, pay to the person in charge and on duty at Police Headquarters, as a penalty for and in full satisfaction of such violation, the following sums:</p> <ol style="list-style-type: none"> 1. Fifty dollars (\$50) (\$150) - Unauthorized parking in a parking space designated for the handicapped when free standing signs are posted 2. Thirty dollars (\$30) (\$75) - Unauthorized parking in space designated as a fire zone or fire lane when free standing signs are posted. 3. Twenty five dollars (\$25) - All other parking violations (except for violations of the Snow removal provisions hereinafter propounded) <p>B. The failure of such owner or operator to make such payment within the seven day period shall render such owner or operator subject to the penalties hereinafter provided for violation of the general provisions of this Chapter.</p> <p>C. Other Violations - any person who shall violate any of the provisions of this Chapter and who shall fail to report within seventy two hours and pay the penalty prescribed herein, or shall violate any other provisions of this Chapter, shall, upon conviction thereof, be subject to a fine of not less than twenty five dollars (\$25) and not more than one hundred dollars (\$100) (\$250).</p>
VII	Snow Removal	<p>Section II Penalty</p> <p>A. Violators will be fined twenty dollars (\$20) (\$50), and any vehicle parked in violation may be towed by the Highway Department, the Police Chief or their agents, or by an independent contractor engaged by the Highway Department or the Police Chief. Any vehicle so towed shall be stored and released to the owner only upon payment of the fine and the cost of towing as established by the Town Council.</p>
X	Miscellaneous Provisions	<p>Add new section:</p> <p align="center">SECTION VI PENALTIES</p> <p><i>Each owner or operator of a vehicle who violates the provisions of this chapter shall be fined.</i></p> <p>A. <i>Seventy Five Dollars (\$75) for no thru trucking, obstruction of view or unlawful riding/clinging to vehicles.</i></p> <p>B. <i>Twenty five dollars (\$25) for a noise violation.</i></p>

CHAPTER VI - STOPPING, STANDING AND PARKING

SECTION I PLACES PROHIBITED

- A. It shall be unlawful for the driver of a vehicle to stop, stand or park such vehicle in any of the following places, except when necessary to avoid conflict with other traffic or in compliance with the directions of a Police officer or other emergency official, or traffic control sign or signal:
1. Within an intersection.
 2. On a crosswalk.
 3. Between a Safety Zone and the adjacent curb or within twenty feet (20') of points of the curb immediately opposite the ends of the Safety Zone unless indicated otherwise by signs or markings
 4. Within twenty feet (20') from the intersections of curb lines, or if none, within fifteen feet (15') of the intersection of property lines at an intersection, except at alleys.
 5. Within twenty feet (20') upon the approach to any flashing beacon, stop sign, or traffic control signal located at the side of the roadway.
 6. Within six feet (6') of a fire hydrant.
 7. In front of a private driveway
 8. On a sidewalk.
 9. Alongside or opposite to any street excavation or obstruction when such stopping, standing or parking would obstruct traffic.
 10. On the roadway side of any vehicle stopped or parked at the edge or curb of a street.
 11. At any place where official traffic signs have been erected, prohibiting standing or parking.
 12. Within thirty feet (30') of the nearest rail of a railway crossing.
 13. In any parking place, whether on public or private property, specifically designated for the physically handicapped by means of a sign stating that the space is reserved for the physically handicapped or displaying the wheelchair symbol as defined in RSA 275-C:9, I (a), unless that person has a special number plate, number plate decal, tag or card issued pursuant to 261:88 which is prominently displayed on or in the vehicle.
 14. In any place, on public property, specifically designated for their patrons or employees and which is so designated by signs identifying time, and day(s) of enforcement, inclusive of the Town Library except while visiting the Library, *the Cable Access Studio except while visiting the facility*, the School Superintendent's office except while conducting business with that office or the Police Department while conducting Police Business.

CHAPTER VI - STOPPING, STANDING AND PARKING

SECTION I PLACES PROHIBITED (Cont'd)

- B. It shall be unlawful for any driver to stop, stand or park any vehicle upon a street, other than an alley, in such a manner or under such conditions as to leave available less than ten feet (10') of the width of the roadway for free movement of vehicular traffic.
- C. Any driver may stop temporarily during the actual loading or unloading of passengers or when necessary in obedience to traffic regulations, traffic signs or signals, a Police Officer or other emergency official.
- D. The operator of any vehicle, other than one on official business related to a fire call, shall not follow, drive, or park, within five hundred feet (500') of any fire apparatus traveling, or which has stopped, in response to a fire alarm.

SECTION II LOADING/UNLOADING AREAS

- A. The Traffic Safety Committee shall have authority to determine the location of Passenger Zones and Loading Zones and shall erect and maintain, or cause to be maintained, appropriate signs indicating same.
- B. It shall be unlawful for the driver of a vehicle to stop, stand or park the vehicle for a period of time longer than is necessary for the expeditious loading/unloading of passengers in any place marked as a Passenger Zone.
- C. It shall be unlawful for the driver of a vehicle to stop, stand or park the vehicle for a period of time longer than is necessary for the expeditious loading/unloading, delivery and/or pickup of materials in any place marked as a Loading Zone. In no case shall the stop for loading and unloading of materials exceed thirty (30) minutes.

SECTION III BUS STOPS, TAXICAB STANDS, AND NO PARKING AREAS

- A. The Traffic Safety Committee is authorized and required to establish bus stops, taxicab stands and no parking areas on such public streets and in such places and in such manner as it shall determine to be of the greatest benefit and convenience to the public and shall so designate such areas by appropriate signs.

CHAPTER VI - STOPPING, STANDING AND PARKING (Cont'd)

SECTION III BUS STOPS, TAXICAB STANDS, AND NO PARKING AREAS (Cont'd)

- A. Authorized.... (Cont'd)
1. No Parking Areas (Cont'd)
a bus to stand or park in an officially designated bus stop, or for the driver of any vehicle other than a taxicab to stand or park in an officially designated taxicab stand, or for the driver of any vehicle to stand or park in any officially designated no parking area, except that the driver of any passenger vehicle may temporarily stop in any such area, stand, or no parking area for the purpose of, and while actually engaged in, the loading or unloading of passengers.
 2. Designated Stands for Buses, Taxicabs - It shall be unlawful for the driver of any bus or taxicab to stand or park upon any street in any business district at any place other than that designated as a bus stop or taxicab stand, except that this provision shall not prevent the driver of any such vehicle from temporarily stopping in accordance with other stopping or parking regulations at any place for the purpose of and while actually engaged in loading or unloading passengers.
 3. It shall be unlawful for the driver of a bus, public conveyance or other vehicle to drive over or through a safety zone as defined this Chapter at any time.
 4. It shall be unlawful for any person to board or alight from any bus, public conveyance or other vehicle while such vehicle is in motion.

SECTION IV PARKING AT CURBS, IN STALLS

- A. Except when necessary, in obedience to traffic regulations or traffic signs or signals, the driver of a vehicle shall not stop, stand or park such vehicle:
1. In a roadway other than parallel with the edge of the roadway, headed in the direction of traffic and with the curbside wheels of the vehicle within eighteen inches (18") of the edge of the roadway, or
 2. In a parking district where stall parking has been established in a manner such that the vehicle will occupy more than one stall, unless the vehicle is of such length as to require an additional stall or stalls.

CHAPTER VI - STOPPING, STANDING AND PARKING (Cont'd)

SECTION IV PARKING AT CURBS, IN STALLS (Cont'd)

- B. Upon those streets which have been marked or signed for angle parking, vehicles shall be parked at the angle to the curb indicated by such marks or signs and in such a manner whereby they will not occupy more than one stall.

- C. In places where and at hours when stopping for the loading/unloading of merchandise or materials is permitted, vehicles used for the transportation of same may, when it is absolutely necessary, back into the curb to take on or discharge loads provided the owner of such vehicle holds a specific permit granting such privilege. Such permit shall be either in the possession of the driver or on the vehicle. It shall be unlawful for any owner or driver to violate any of the special terms or conditions of any such special permit.

SECTION V ALL NIGHT PARKING

- A. Parking of vehicles throughout the night on any street or highway is prohibited.

SECTION VI PARKING VEHICLE FOR SALE

- A. It shall be unlawful for any person to park upon a street any vehicle displayed for sale.

SECTION VII NO PARKING

- A. It shall be unlawful for the driver of any vehicle to stop, stand or park on the most southerly portion of Buttrick Road from the intersection with Rote 102 northerly to the northerly boundary of Tax Map 6, Lot 33-a, at the New Hampshire Highway Department concrete bound. (Art. 21, TM 1993)

- B. Any vehicle parked in a “NO PARKING” zone which is clearly indicated by legally posted signs indicating that parking is prohibited within the area will be declared to be an obstruction to traffic and a public nuisance.

SECTION VIII USE OF VEHICLES FOR DISPLAY ADVERTISEMENT

- A. It shall be unlawful for any person to operate or to park on any street such vehicle for the primary purpose of displaying advertising except by permit from the Chief of Police issued to said person and in accordance with the rules and regulations adopted by the Traffic Safety Committee.

CHAPTER VI - STOPPING, STANDING AND PARKING (Cont'd)

SECTION IX LIGHTS ON PARKED VEHICLES

- A. Whenever a vehicle is parked or stopped on a street during the time between one half hour after sunset, and one half hour before sunrise, or at any other time when there is not sufficient light to render clearly discernable any vehicle upon the street from a distance of two hundred feet (200'), there shall be displayed upon such vehicle one or more lamps:
1. One of which shall be on the roadway side and project a light visible under normal atmospheric conditions from a distance of five hundred feet (500') to the front of such vehicle, and
 2. One of which lamps shall project a red light visible under like conditions from a distance of five hundred feet (500') to the rear.
 3. Such parking lights need not be displayed upon any vehicle stopped or parked in accordance with other provisions of this Code upon any street so designated by the Traffic Safety Committee where there is sufficient light to reveal any person within a distance of two hundred feet (200').

SECTION X PENALTIES

- A. Each owner or operator of a vehicle who violates the provisions of this Chapter may, within seven calendar days of the time when such notice was attached to such vehicle, pay to the person in charge and on duty at Police Headquarters, as a penalty for and in full satisfaction of such violation, the following sums:
1. Fifty dollars (~~\$50~~) (\$150) - Unauthorized parking in a parking space designated for the handicapped when free standing signs are posted
 2. Thirty dollars (~~\$30~~) (\$75) - Unauthorized parking in space designated as a fire zone or fire lane when free standing signs are posted.
 3. Twenty five dollars (\$25) - All other parking violations (except for violations of the Snow removal provisions hereinafter propounded)

CHAPTER VI - STOPPING, STANDING AND PARKING (Cont'd)

SECTION X PENALTIES (Cont'd)

- B. The failure of such owner or operator to make such payment within the seven day period shall render such owner or operator subject to the penalties hereinafter provided for violation of the general provisions of this Chapter.
- C. Other Violations - any person who shall violate any of the provisions of this Chapter and who shall fail to report within seventy two hours and pay the penalty prescribed herein, or shall violate any other provisions of this Chapter, shall, upon conviction thereof, be subject to a fine of not less than twenty five dollars (\$25) and not more than one hundred dollars (~~\$100~~) (\$250).

SECTION XI PRESUMED OWNERSHIP

- A. If any vehicle is found upon a street, highway, parking lot or other way as defined under RSA 259:125 II, in violation of any provision of this Chapter, and the driver is not immediately ascertainable, the person in whose name such vehicle is registered is presumed to be the driver. This presumption is rebuttable upon the production of sufficient evidence to warrant a finding that the presumed fact does not exist.

SECTION XII TOWING AND STORAGE CHARGES

- A. The owner of a motor vehicle impounded hereunder shall be responsible for towing and storage charges.

SECTION XIII IMPOUNDMENT OF VEHICLES

- A. Members of the Police Department are hereby authorized to remove a vehicle from a street or highway to the nearest garage or other place of safety:
 - 1. Any vehicle left unattended upon any bridge where such vehicle constitutes an obstruction to traffic.
 - 2. Any vehicle upon a highway so disabled as to constitute an obstruction to traffic and the person in charge of such vehicle is by reason of physical injury incapacitated to such an extent as to be unable to provide for its custody or removal.

CHAPTER VI - STOPPING, STANDING AND PARKING (Cont'd)

SECTION XII IMPOUNDMENT OF VEHICLES (Cont'd)

- A. Members of the Police Department... (Cont'd)
 - 3. Any vehicle left unattended upon a street and parked illegally as to constitute a definite hazard or obstruction to the normal movement of traffic
 - 4. Any vehicle left unattended during snow removal or is impeding the snow removal operations, or is parked overnight in violation of this Chapter.
 - 5. Any vehicle left unattended in such a manner as to obstruct the ingress or egress of a driveway or entryway to a public or private building, parking lot or garage, or when such vehicle is parked in a “NO PARKING” zone which is clearly indicated by legally posted signs indicating that parking is prohibited within the area. Any vehicle so left unattended or so parked is hereby declared to be an obstruction to traffic and a public nuisance.

SECTION XIV NOTICE TO OWNER

- A. Whenever an officer removes a vehicle from a street as authorized in this Chapter and the officer knows or is able to ascertain from the registration records in the vehicle the name and address of the owner thereof, such officer shall attempt to give or cause to be given notice in writing to such owner of the fact of such removal, the reasons therefor, and the place to which such vehicle has been removed.
- B. In the event any such vehicle is stored in a public garage, a copy of such notice shall be given to the proprietor of such garage. Such notice shall include a complete description of the vehicle, the date, time and place from which it was removed, and the reasons for such removal.

CHAPTER VI - STOPPING, STANDING AND PARKING (Cont'd)

SECTION XV NOTICE TO STATE

- A. Whenever an officer removes a vehicle from a street and does not know and is not able to ascertain the name of the owner, or for any other reason is unable to give notice to the owner as herein provided, and in the event the vehicle is not returned to the owner within a period of three days, then the officer shall:
1. Immediately send or cause to be sent by mail a written report of such removal to the State Department of Motor Vehicles, Registration Division, and
 2. File a copy of such notice with the proprietor of any public garage in which the vehicle may be stored.
- B. Such notice shall include a complete description of the vehicle, the date, time and place from which it was removed, and the reasons for such removal and the name of the garage where the vehicle is stored.

~~~~End of Chapter~~~~

CHAPTER X - MISCELLANEOUS PROVISIONS

SECTION I OBSTRUCTION OF VIEW

- A. It shall be unlawful for the driver of any vehicle to drive same when such is so loaded, or when there are in the front seat of said vehicle such number of persons, as to obstruct the view of the driver to the front or sides, or to interfere with the operator's control over the driving mechanisms of the vehicle.
- B. It shall be unlawful for any passenger in any vehicle to ride in such position as to interfere with the driver's view ahead or on the sides, or to interfere with the driver's control over the driving mechanisms of the vehicle.

SECTION II UNLAWFUL RIDING/CLINGING TO VEHICLES

- A. It shall be unlawful for any person to ride on any portion or part thereof of any vehicle which was not designed or intended for the use of passengers when the vehicle is in motion. This provision shall not apply to an employee engaged in the necessary discharge of a duty or person riding within truck bodies in space intended for merchandise.
- B. It shall be unlawful for any person traveling upon any bicycle, motorcycle, coaster, sled, roller skates, or any toy vehicle to cling to or attach himself or his vehicle to any other moving vehicle upon any roadway.
- C. It shall be unlawful for the operator of any bicycle or motorcycle, when upon the street, to carry any other person upon the handle bar, frame or tank of any vehicle, or for any person to so ride upon any such vehicle.
- D. It shall be unlawful for any person upon roller skates or riding in or by means of any coaster, toy vehicle or similar device, to go upon any roadway except while crossing a street or crosswalk.
- E. It shall be unlawful for any person upon roller skates, skateboard, coaster, toy vehicle or other similar device to go upon any parking area suitably posted to prohibit such activity.

CHAPTER X - MISCELLANEOUS PROVISIONS (Cont'd)

SECTION IV THRU TRAFFIC

- A. Except for public safety and highway maintenance vehicles, there shall be no through traffic permitted on the most southerly portion of Buttrick Road from the intersection with Route 102 northerly to the northerly boundary of Tax Map 6, Lot 33-A, at the New Hampshire Highway Department concrete bound.
- B. *Except for public safety and highway maintenance vehicles, there shall be no through traffic permitted on the section of Mammoth Road, both north and south, of the Page Road Intersection.*

SECTION V NOISE

- A. Except for public safety and highway maintenance vehicles, there shall be no operation of trash pick up vehicles between the hours of 11:00 PM and 6:00 AM in that portion of any commercially or industrially zoned district which immediately abuts a residential area.
- B. No person shall operate any off road vehicle, motorcycle, dirt bike, lawnmower, or other similar vehicle or device in any residential area between the hours of 10:00 PM and 7:30 A.M.

SECTION VI PENALTIES

Each owner or operator of a vehicle who violates the provisions of this chapter shall be fined.

- A. ***Seventy Five Dollars (\$75) for no thru trucking, obstruction of view or unlawful riding/clinging to vehicles.***
- B. ***Twenty five dollars (\$25) for a noise violation.***

~~~End of Chapter~~~

CHAPTER VII - SNOW REMOVAL

SECTION I GENERAL PROVISIONS

- A. From November 1 to April 1 of each year, no person shall park any motor vehicle on any public highway between 12:00 Midnight and 8:00 AM, or at any other time in such a manner as to impede snow removal operations.
- B. No person shall shovel, plow and in any way move or cause snow to be moved from private property to a street or sidewalk, highway or other public way, nor shall any person permit runoff from ice and snow accumulations upon their property to drain into any public way in such a fashion as to create a hazardous condition.

SECTION II PENALTY

- A. Violators will be fined twenty dollars (~~\$20~~) (\$50), and any vehicle parked in violation may be towed by the Highway Department, the Police Chief or their agents, or by an independent contractor engaged by the Highway Department or the Police Chief. Any vehicle so towed shall be stored and released to the owner only upon payment of the fine and the cost of towing as established by the Town Council.

~~~~End of Chapter~~~~

ORDER# 2016-04

An Order Relative to
***THE EXPENDITURE OF CAPITAL RESERVE FUNDS FOR
HIGHWAY TRUCKS AND EQUIPMENT***

WHEREAS voters have created Capital Reserve Funds to systematically plan for the replacement of its Fire and Highway vehicles; and

WHEREAS the Town needs to replace a one ton truck as contemplated in the Highway Department's replacement schedule; and,

WHEREAS it has been determined that sufficient funds have been appropriated by the voters to the Reserve Funds;

NOW THEREFORE BE IT ORDERED by the Londonderry Town Council that the Town Treasurer is hereby directed and authorized to expend, and the Town Manager is authorized to execute all documents necessary to complete the following transactions:

Liberty International Trucks	Cab & Chassin	\$77,000.00
	Optional Service Contract	\$5,400.00
Donovan Equipment Co.	Dump Body/Spreader/Plows Hydraulics	\$81,300.00
Total cost to the Town of Londonderry		\$163,700.00

John Farrell - Chairman
Town Council

Sharon Farrell - Town Clerk

(TOWN SEAL)

A TRUE COPY ATTEST:
01/18/2016

ORDER 2016-05

An order relative to
The Distribution of Fire Equipment Capital Reserve Funds

First Reading: 01/18/16
Second Reading: Waived
Adopted: 01/18/16

WHEREAS the Town of Londonderry, by adoption of Article No. 6 at the March 13, 2012 Town Meeting, approved funding \$150,000 for the acquisition of fire department equipment; and,

WHEREAS the Fire Department Equipment Committee has completed its review of several manufacturers' equipment and have made a recommendation that the Town purchase one (1) Exacom Recording System from 2-Way Communications; and,

WHEREAS the Committee further recommends that \$16,965.00 be withdrawn from the Capital Reserve Fund for Fire Department Equipment;

NOW THEREFORE BE IT ORDERED by the Londonderry Town Council that the Town Treasurer is hereby directed and authorized to expend from the Fire Department Equipment Reserve Fund the sum \$16,965.00.

John Farrell - Chairman
Town Council

Sharon Farrell - Town Clerk

(TOWN SEAL)

A TRUE COPY ATTEST:
01/18/16

LONDONDERRY TOWN COUNCIL MEETING MINUTES

1
2 **January 4, 2016**
3

4 The Town Council meeting was held in the Moose Hill Council Chambers, Town Hall, 268B Mammoth Road, Londonderry,
5 NH.
6

7 Present: Chairman John Farrell; Councilors Tom Freda and Tom Dolan; Town Manager Kevin Smith; Executive Assistant
8 Kirby Wade; Absent: Vice Chairman Jim Butler; Councilor Joe Green
9

10 **CALL TO ORDER**
11

12 Chairman Farrell opened the meeting with the Pledge of Allegiance. This was followed by a moment of silence for all the
13 men and women who serve us here and abroad and all first responders and the men and women who serve us here and abroad
14 especially during the holiday season. Chairman Farrell also thanked the Public Works department for all they did helping the
15 Town through the first snow storm.
16

17 **PUBLIC COMMENT**
18

19 Chairman Farrell welcomed up Claudia Charbonneau of the Londonderry Rotary Club to give out awards to those who
20 helped make Christmas on the Commons happen this year. The Londonderry Rotary Club appreciated all of the help from the
21 Town members, the Police Department and the Fire Department.
22

23 There was no other public comment.
24

25 **PUBLIC HEARING**
26

27 Motion to open Public Hearing made by Councilor Dolan and second by Councilor Freda. Chair votes 3-0-0.
28

29 Chairman Farrell introduced the presentation by Steven Lewis relative to the purchase and sale of land at 30 Sanborn Rd for
30 the purpose of constructing affordable senior housing. This is the second Public Hearing on this issue. Chairman Farrell
31 stated where they left off was with a few questions from the Council. These questions were addressed with the attorney
32 regarding the PNS. An agreement has been made. Town Manager Smith presented a red line version of the PNS. Smith
33 addressed the changes made to the PNS [see attached]. Town Manager Smith stated that he needs a consensus from the
34 Council to move forward with the purchase and sale agreement. Councilor Freda made a motion to approve and Councilor
35 Dolan second. The Council votes 3-0-0.
36

37 Motion to close the Public Hearing made by Councilor Dolan and second by Councilor Freda. Chair votes 3-0-0.
38

39 **OLD BUSINESS**
40

41 Town Manager Smith stated that there are a few updated for the FY17 budget update. Finance Director Doug Smith
42 presented the Council with an updated budget sheet. Doug Smith stated that this is a summary of where we are today as
43 opposed to where we started with the budget proposed by the Town Manager. It updates the estimated revenue for the
44 operating budget and also the expenditures. Smith went over the changes made. The second page of the handout is the
45 updated tax impact of the operating budget. Town Manager Smith went over the Town Forest budget update. Steve Cotton

LONDONDERRY TOWN COUNCIL MEETING MINUTES

46 discussed the Senior Center improvement budget update.

47

48 Town Manager Smith stated that he needs a consensus from the Council on the solid waste bid. Waste Management came in
49 the lowest on both the solid waste and recycling. With is being over \$100,000.00, we need to Councils approval to move
50 forward with awarding the contract. The Council gave a consensus approval.

51

52 There was no further budget discussion.

53

54

NEW BUSINESS

55

56 Chairman Farrell introduced Order #2016-01, expenditure of Maintenance Trust Fund for various projects. This Order is for
57 wet/dry sprinkler testing at Town Hall and 4' LED lighting at South Fire Station. Motion to approve Order #2016-01 made
58 by

59

60

APPROVAL OF MINUTES

61

62 Motion to approve the minutes from December 21, 2015 made by Councilor Dolan and second by Councilor Freda. Chair
63 votes 3-0-0. Councilor Dolan motioned to approve Order #2016-01 and second by Councilor Freda. Chair votes 3-0-0.

64

65

TOWN MANAGER REPORT

66

67 Town Manager Smith stated that anyone who is not registered to vote, you may come to Town Hall on January 19th or
68 January 30th to register. January 30th is the last day before the Primary. Town Manager Smith also stated that if you're
69 thinking about running for office, filing opens up January 20th and will go until January 29th.

70

71

BOARD/COMMITTEE APPOINTMENTS & RESIGNATIONS

72

73 Chairman Farrell read in a few resignations. Motion to approve the resignations of Ben Parker from the Recreation
74 Commission, Lynn Wiles from the Planning Board and Paul Nickerson from the Conservation Commission. Motion to accept
75 made by Councilor Dolan and Second by Councilor Freda. Chair votes 3-0-0. The Council thanked all those who have
76 served.

77

78 Chairman Farrell stated that the Conservation Commission recommendations will be put off until the next meeting (1/18) due
79 to the fact that there is not a full board.

80

81 Motion to re-appoint Duane Himes as a member of the Solid Waste and Environment Committee made by Councilor Dolan
82 and second by Councilor Freda. Chair votes 3-0-0.

83

84 Motion to re-appoint Deb Nowicki as a member of the Londonderry International Exchange Committee. This was
85 recommended by the Chair Julie Liese. Chairman Farrell asked Art Rugg if Deb still lives in Town. Rugg stated that he will
86 check. Motion made by Councilor Dolan and second by Councilor Freda. Chair votes 3-0-0.

87

88 **NOTE: The Council was informed the next day (1/5) that Deb Nowicki is no longer a resident of Londonderry. The Council**
89 **will withdraw their motion at the next meeting on 1/18. The open position will be posted following the withdrawal.**

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LONDONDERRY TOWN COUNCIL MEETING MINUTES

ADJOURNMENT

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Motion to adjourn made by Councilor Dolan and second by Councilor Freda. **Chair votes 5-0-0.**

Notes and Tapes by:	Kirby Wade	Date: 01/04/2016
Minutes Typed by:	Kirby Wade	Date: 01/06/2016
Approved by:	Town Council	Date: 01/18/2016

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the "Agreement") is made as of the ___ day of ~~January~~ ~~August~~ 2016~~5~~, 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.

I. AGREEMENT OF PURCHASE AND SALE

1.01 Purchase and Sale. In consideration of the mutual covenants set forth in this 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 Environmental Review. 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 Purchase Price. The purchase price for the Property (the "Purchase Price") shall be Ten Dollars and 00/100 (\$10.00).

2.02 Purchase Price Payment. The Purchase Price shall be payable at Closing.

3. CLOSING

3.01 Closing. If not otherwise terminated hereby, the closing for purchasing the Property pursuant to Section 1 hereof shall occur no later than ~~July~~ ~~December~~ 31, 2016~~5~~ (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 Condition at Closing. 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 Prorations. As of the day of closing.

5.02 Transfer Tax. Buyer shall be responsible for payment of any transfer or similar taxes.

6. DUE DILIGENCE AND CONDITIONS TO CLOSING

6.01 Due Diligence Period. Buyer shall have until 5:00 p.m. of the ninetieth (90th) 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 Title. 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.

7. ACCESS TO PROPERTY/RECORDS/RENTING

7.01 Access. 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 Indemnification. 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

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8.01 Commission. 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.

REAL ESTATE COMMISSION

8.01 Commission. 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.

NOTICES

8.01 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:

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