

TOWN COUNCIL AGENDA
March 20, 2017
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.) **Sale of Town –Owned Property at 68 Hall Rd. to Mr. Jim Taylor**
[2nd Public Hearing]
- 2.) **Resolution #2017-01 – A Resolution Relative to Re-Naming a Portion of Garden Lane**
Presented by John Vogl

D. OLD BUSINESS

E. NEW BUSINESS

- 1.) Per section 3.14 of the Town Charter: Town Council Inquiry into allegation of improper behavior of Planning Board members.

F. APPROVAL OF MINUTES

- 1.) Approval of March 6, 2017 Town Council Minutes

G. OTHER BUSINESS

1. Liaison Reports
2. Town Manager Report

H. ADJOURNMENT

I. MEETING SCHEDULE

Town Council Meeting – 04/03/17 Moose Hill Council Chambers, 7:00 PM
Town Council Meeting – 04/17/17 Moose Hill Council Chambers, 7:00 PM
Town Council Meeting – 05/01/17 Moose Hill Council Chambers, 7:00 PM
Town Council Meeting – 05/15/17 Moose Hill Council Chambers, 7:00 PM

PURCHASE AND SALES AGREEMENT
 New Hampshire Association of REALTORS® Standard Form



 ("EFFECTIVE DATE")
 EFFECTIVE DATE is defined in Section 21 of this Agreement.

1. **THIS AGREEMENT** made this 24th day of February, 2017 between
Town of Londonderry
 _____ ("SELLER") of _____
City/Town Londonderry, State NH Zip 03053
 and James N. Taylor and/or assigns
 _____ ("BUYER") of 11 MacIntosh Drive
City/Town Londonderry, State NH Zip 03053.

2. **WITNESSETH:** That SELLER agrees to sell and convey, and BUYER agrees to buy certain real estate situated in City/Town of Londonderry NH located at 68 Hall Road

 County Rockingham Book 5426 Page 2470 Date _____ ("PROPERTY").

3. The **SELLING PRICE** is Twenty-four Thousand Eight Hundred Seventy-Seven and 00/100 Dollars \$24,877.00.
 A DEPOSIT in the form of personal check, is to be held in an escrow account by Town of Londonderry ("ESCROW AGENT"). BUYER has delivered, or will deliver to the ESCROW AGENT's FIRM within 5 days of the EFFECTIVE DATE, a deposit of earnest money in the amount of \$500.00. BUYER agrees that an additional deposit of earnest money in the amount of \$-0- will be delivered on or before n/a. If BUYER fails to deliver the initial or additional deposit in compliance with the above terms, SELLER may terminate this Agreement. The remainder of the purchase price shall be paid by wire, certified, cashier's or trust account check, in the amount of \$24,377.00.

4. **DEED:** Marketable title shall be conveyed by a Quit Claim deed, and shall be free and clear of all encumbrances except usual public utilities serving the PROPERTY.

5. **TRANSFER OF TITLE:** On or before ~~March 17, 2017~~ 04/01/2017 at Rockingham County or some other place of mutual consent as agreed to in writing.

6. **POSSESSION:** Full possession and occupancy of the premises with all keys shall be given upon the transfer of title free of all tenants and occupant's personal property and encumbrances except as herein stated. Said premises to be then in the same condition in which they now are, reasonable wear and tear excepted. SELLER agrees that the premises will be delivered to BUYER free of all debris and in "broom clean" condition. Exceptions: Property shall be delivered in "as is" condition.

Buyer reserves the right to conduct a walk through inspection upon reasonable notice to SELLER's real estate FIRM within n/a hours prior to time of closing to ensure compliance with the terms of this Agreement.

7. **REPRESENTATION:** The undersigned SELLER(S) and BUYER(S) acknowledge the roles of the agents as follows:
 _____ of No Brokers are involved in this transaction.
 is a seller agent buyer agent facilitator disclosed dual agent*
 of _____

is a seller agent buyer agent facilitator disclosed dual agent*
 *If agent(s) are acting as disclosed dual agents, SELLER and BUYER acknowledge prior receipt and signing of a Dual Agency Informed Consent Agreement.

NOTICE OF DESIGNATED AGENCY: If checked, notice is hereby given that BUYER is represented by a designated buyer's agent and SELLER is represented by a designated seller's agent in the same firm.

8. **INSURANCE:** The buildings on said premises shall, until full performance of this Agreement, be kept insured against fire, with extended coverage by SELLER. In case of loss, all sums recoverable from said insurance shall be paid or assigned, on delivery of deed, to BUYER, unless the premises shall previously have been restored to their former condition by SELLER; or, at the option of BUYER, this Agreement may be rescinded and the DEPOSIT refunded if any such loss exceeds \$ _____.

SELLER(S) INITIALS / BUYER(S) INITIALS /

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- 9. TITLE:** If upon examination of title it is found that the title is not marketable, SELLER shall have a reasonable time, not to exceed thirty (30) days from the date of notification of defect (unless otherwise agreed to in writing), to remedy such defect. Should SELLER be unable to provide marketable title within said thirty (30) days, BUYER may rescind this Agreement at BUYER'S sole option, with full deposit being refunded to BUYER and all parties being released from any further obligations hereunder. SELLER hereby agrees to make a good faith effort to correct the title defect within the thirty (30) day period above prescribed once notification of such defect is received. The cost of examination of the title shall be borne by BUYER.
- 10. PRORATIONS:** Taxes, condo fees, special assessments, rents, water and sewage bills shall be prorated as of time and date of closing. Buyer shall pay for all fuel remaining in tank(s) calculated as of the closing date or such earlier date as required to comply with lender requirements, if any. The amount owed shall be determined using the most recently available cash price of the company that last delivered the fuel.

11. PROPERTY INCLUDED: All Fixtures _____

12. In compliance with the requirements of RSA 477:4-a, the following information is provided to BUYER relative to Radon Gas and Lead Paint:

RADON: Radon, the product of decay of radioactive materials in rock may be found in some areas of New Hampshire. Radon gas may pass into a structure through the ground or through water from a deep well. Testing of the air by a professional certified in radon testing and testing of the water by an accredited laboratory can establish radon's presence and equipment is available to remove it from the air or water.

Arsenic: Arsenic is a common groundwater contaminant in New Hampshire that occurs at unhealthy levels in well water in many areas of the state. Tests are available to determine whether arsenic is present at unsafe levels, and equipment is available to remove it from water. The buyer is encouraged to consult the New Hampshire department of environmental services private well testing recommendations (www.des.nh.gov) to ensure a safe water supply if the subject property is served by a private well.

LEAD PAINT: Before 1978, paint containing lead may have been used in structures. The presence of flaking lead paint can present a serious health hazard, especially to young children and pregnant women. Tests are available to determine whether lead is present.

Disclosure Required YES NO

13. BUYER ACKNOWLEDGES PRIOR RECEIPT OF SELLER'S PROPERTY DISCLOSURE FORM AND SIGNIFIES BY INITIALING HERE: _____

14. INSPECTIONS: The BUYER is encouraged to seek information from licensed home inspectors and other professionals normally engaged in the business regarding any specific issue of concern. SELLER'S real estate FIRM makes no warranties or representations regarding the condition, permitted use or value of the SELLER'S real or personal property. This Agreement is contingent upon the following inspections, with results being satisfactory to the BUYER:

TYPE OF INSPECTION:	YES	NO	RESULTS TO SELLER	TYPE OF INSPECTION:	YES	NO	RESULTS TO SELLER
a. General Building	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	f. Lead Paint	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days
b. Sewage Disposal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	g. Pests	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days
c. Water Quality	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	h. Hazardous Waste	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days
d. Radon Air Quality	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	i. _____	<input type="checkbox"/>	<input type="checkbox"/>	within _____ days
e. Radon Water Quality	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	j. _____	<input type="checkbox"/>	<input type="checkbox"/>	within _____ days

The use of days is intended to mean calendar days from the effective date of this Agreement. TIME IS OF THE ESSENCE in the observance of all deadlines set forth within this Paragraph 14. All inspections will be done by licensed home inspectors or other professionals normally engaged in the business, to be chosen and paid for by BUYER. If BUYER does not notify SELLER in writing that the results of an inspection are unsatisfactory within the time period set forth above, the contingency is waived by BUYER. If the results of any inspection specified herein reveal significant issues or defects, which were not previously disclosed to BUYER then:

(a) BUYER shall have the option at BUYER'S sole discretion to terminate this Agreement and all deposits shall be returned to BUYER in accordance with NH RSA 331-A:13; or

(b) If BUYER elects to notify SELLER in writing of the unsatisfactory condition(s) then:

1) SELLER and BUYER can reach agreement in writing on the method of repair or remedy of the unsatisfactory condition(s); or

SELLER(S) INITIALS _____ / _____ BUYER(S) INITIALS _____ / _____

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- 2) If SELLER elects not to repair or remedy the unsatisfactory condition(s) the BUYER may release the home inspection contingency and accept the property as is; or
- 3) If SELLER and BUYER cannot reach agreement in writing with respect to the method of repair and remedy of the unsatisfactory condition(s), then this Agreement is terminated and all deposits shall be returned to BUYER in accordance with NH RSA 331-A:13.

Notification in writing of SELLER'S intent to repair or remedy or not to repair or remedy pursuant to Section (b) above, shall be delivered to BUYER or their licensee within five (5) days of receipt by SELLER of notification of unsatisfactory condition(s). BUYER shall respond in writing to SELLER'S notification within five (5) days. If BUYER does not respond within five (5) days, SELLER may elect to terminate this Agreement and all deposits shall be returned to BUYER in accordance with NH RSA 331-A:13.

In the absence of inspection mentioned above, BUYER is relying upon BUYER'S own opinion as to the condition of the PROPERTY.
BUYER HEREBY ELECTS TO WAIVE THE RIGHT TO ALL INSPECTIONS AND SIGNIFIES BY INITIALING
HERE:

15. DUE DILIGENCE: This Agreement is contingent upon BUYER'S satisfactory review of the following:

	YES	NO		YES	NO
a. Restrictive Covenants of Record	<input type="checkbox"/>	<input checked="" type="checkbox"/>	d. Condominium documentation per N.H. RSA 356-B:58	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Easements of Record/Deed	<input checked="" type="checkbox"/>	<input type="checkbox"/>	e. Co-op/PUD/Association Documents	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Park Rules and Regulations	<input type="checkbox"/>	<input checked="" type="checkbox"/>	f. Availability of Property/Casualty Insurance	<input type="checkbox"/>	<input checked="" type="checkbox"/>
			g. Availability and cost of Flood Insurance	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If such review is unsatisfactory, BUYER must notify SELLER in writing within n/a days from the effective date of the Agreement failing which such contingency shall lapse.

16. LIQUIDATED DAMAGES: If BUYER shall default in the performance of their obligation under this Agreement, the amount of the deposit may, at the option of SELLER, become the property of SELLER as reasonable liquidated damages. In the event of any dispute relative to the deposit monies held in escrow, the **ESCROW AGENT** may, in its sole discretion, pay said deposit monies into the Clerk of Court of proper jurisdiction in an Action of Interpleader, providing each party with notice thereof at the address recited herein, and thereupon the **ESCROW AGENT** shall be discharged from its obligations as recited therein and each party to this Agreement shall thereafter hold the **ESCROW AGENT** harmless in such capacity. Both parties hereto agree that the **ESCROW AGENT** may deduct the cost of bringing such Interpleader action from the deposit monies held in escrow prior to the forwarding of same to the Clerk of such court.

17. PRIOR STATEMENTS: Any verbal representation, statements and agreements are not valid unless contained herein. This Agreement completely expresses the obligations of the parties.

18. FINANCING: This Agreement (is) (is not) contingent upon BUYER obtaining financing under the following terms:

AMOUNT n/a TERM/YEARS _____ RATE _____ MORTGAGE TYPE _____

For the purposes of this Agreement, financing is to be demonstrated by a conditional loan commitment letter, which states that BUYER is creditworthy, has been approved and that the lender shall make the loan in a timely manner at the Closing on specified customary conditions for a loan of the type specified above. BUYER is responsible to resolve all conditions included in the loan commitment by the Closing date.

SELLER(S) INITIALS / BUYER(S) INITIALS /

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The existence of conditions in the loan commitment will not extend either the Financing Deadline described below or the closing date.

BUYER hereby authorizes, directs and instructs its lender to communicate the status of BUYER'S financing and the satisfaction of lender's specified conditions to SELLER and SELLER'S/BUYER'S real estate FIRM.

TIME IS OF THE ESSENCE in the observance of all deadlines set forth within this financing contingency.

BUYER agrees to act diligently and in good faith in obtaining such financing and shall, within n/a calendar days from the effective date, submit a complete and accurate application for mortgage financing to at least one financial institution currently providing such loans, requesting financing in the amount and on the terms provided in this Agreement.

If BUYER provides written evidence of inability to obtain financing to SELLER by n/a ("Financing Deadline"), then:

- (a) This Agreement shall be null and void; and
- (b) All deposits will be returned to BUYER in accordance with the procedures required by the New Hampshire Real Estate Practice Act (N.H. RSA 331-A:13) ("the Deposit Procedures"); and
- (c) The premises may be returned to the market.

BUYER may choose to waive this financing contingency by notifying SELLER in writing by the Financing Deadline and this Agreement shall no longer be subject to financing.

If, however:

- (a) BUYER does not make application within the number of days specified above; or
- (b) BUYER fails to provide written financing commitment or written evidence of inability to obtain financing to SELLER by the Financing Deadline,

Then SELLER shall have the option of either:

- (a) Declaring BUYER in default of this Agreement; or
- (b) Treating the financing contingency as having been waived by BUYER.

If SELLER declares BUYER in default, in addition to the other remedies afforded under this Agreement:

- (a) SELLER will be entitled to all deposits in accordance with the Deposit Procedures; and
- (b) This Agreement will be terminated; and
- (c) The premises may be returned to the market for sale.

If SELLER opts to treat the financing contingency as waived or relies on a conditional loan commitment and BUYER subsequently does not close in a timely manner, SELLER can then declare BUYER in default. SELLER then, in addition to the other remedies afforded under this Agreement:

- (a) Will be entitled to all deposits in accordance with the Deposit Procedures; and
- (b) This Agreement will be terminated; and
- (c) The premises may be returned to the market for sale.

BUYER shall be solely responsible to provide SELLER in a timely manner with written evidence of financing or lack of financing as described above.

SELLER(S) INITIALS / BUYER(S) INITIALS /

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19. ADDITIONAL PROVISIONS:

Town of Londonderry acknowledges that this is a buildable lot.

20. ADDENDA ATTACHED: Yes No _____

21. EFFECTIVE DATE/NOTICE: Any notice, communication or document delivery requirements in this agreement may be satisfied by providing the required notice, communication or documentation to the party or their licensee. All notices and communications must be in writing to be binding except for withdrawals of offers or counteroffers. This Agreement is a binding contract when signed and all changes initialed by both BUYER and SELLER and when that fact has been communicated in writing which shall be the EFFECTIVE DATE. Licensee is authorized to fill in the EFFECTIVE DATE on Page 1 hereof. The use of days is intended to mean calendar days from the EFFECTIVE DATE of this Agreement. Deadlines in this Agreement, including all addenda, expressed as "within x days" shall be counted from the EFFECTIVE DATE, unless another starting date is expressly set forth, beginning with the first day after the EFFECTIVE DATE, or such other established starting date, and ending at 12:00 midnight Eastern Time on the last day counted. Unless expressly stated to the contrary, deadlines in this Agreement, including all addenda, expressed as a specific date shall end at 12:00 midnight Eastern Time on such date.

Each party is to receive a fully executed copy of this Agreement. This Agreement shall be binding upon the heirs, executors, administrators and assigns of both parties.

PRIOR TO EXECUTION IF NOT FULLY UNDERSTOOD, PARTIES ARE ADVISED TO CONTACT AN ATTORNEY.

		<p align="center"><i>2/24/17 10⁰⁰ PM</i></p>
BUYER		DATE/TIME

11 MacIntosh Drive
 MAILING ADDRESS

CITY STATE ZIP

BUYER		DATE/TIME

MAILING ADDRESS

CITY STATE ZIP

SELLER accepts the offer and agrees to deliver the above-described PROPERTY at the price and upon the terms and conditions set forth.

SELLER		DATE/TIME

MAILING ADDRESS

CITY STATE ZIP

SELLER		DATE/TIME

MAILING ADDRESS

CITY STATE ZIP

DCB Properties LLC

8 O'Connell Drive
Londonderry, NH 03053
434-7636

March 13, 2017

Kevin Smith
Town Manager
268 Mammoth Road
Londonderry NH 03053

Dear Mr. Smith

I recently found out that the town owns 68 Hall Road and is considering selling the property. I would like to purchase the property. It is my understanding from the purchase and sales that was posted on line that it is a buildable lot. Being a buildable lot I would clean the property up and build a home on the property.

The property currently is an eye sore for the community and the neighbors. I understand the asking price is \$24,377.00 I am willing to pay above the asking price for this buildable lot and would like to know what process the town is going to take to sell this property so we can make an offer to be considered for purchase. It is my understanding that on March 20, 2017 this will be discussed at a public hearing and I would like to make you and the town council aware that we are also interested in purchasing this property from the town.

Thank You



Daniel Bouchard
Manager

RESOLUTION 2017-01

A RESOLUTION RELATIVE TO RE-NAMING A PORTION OF GARDEN LANE

First Reading: 03/06/17
Second Reading/Public Hearing: 03/20/17
Adopted: 03/20/17

WHEREAS The Town of Londonderry is enabled by NH RSA 231:133 to name public and/or private highways; and

WHEREAS The Planning Board has conditionally approved the Woodmont Commons Phase 1 Site Plan, including design of Michels Way, which runs from the Market Basket/Londonderry Commons entrance on Garden Lane northerly to Pillsbury Road; and

WHEREAS Planning Board Notice of Decision Condition 11 requires that the property owners petition the Town Council to rename the portion of Garden Lane from Route 102 to the proposed Michels Way; and

WHEREAS The Town is in receipt of petition from the Owners; and

WHEREAS The Planning Department has provided notice to the abutting property owners.

NOW THEREFORE BE IT RESOLVED by the Londonderry Town Council that the following name changes be enacted, to become effective 60 days following adoption of this resolution:

The portion of Garden Lane located between NH Route 102 and the Market Basket/Londonderry Commons entrance, be formally re-named Michels Way, as depicted in Attachment A. The remainder of the street now known as Garden Lane from the Market Basket/Londonderry Commons entrance easterly to the terminus will continue to be Garden Lane.

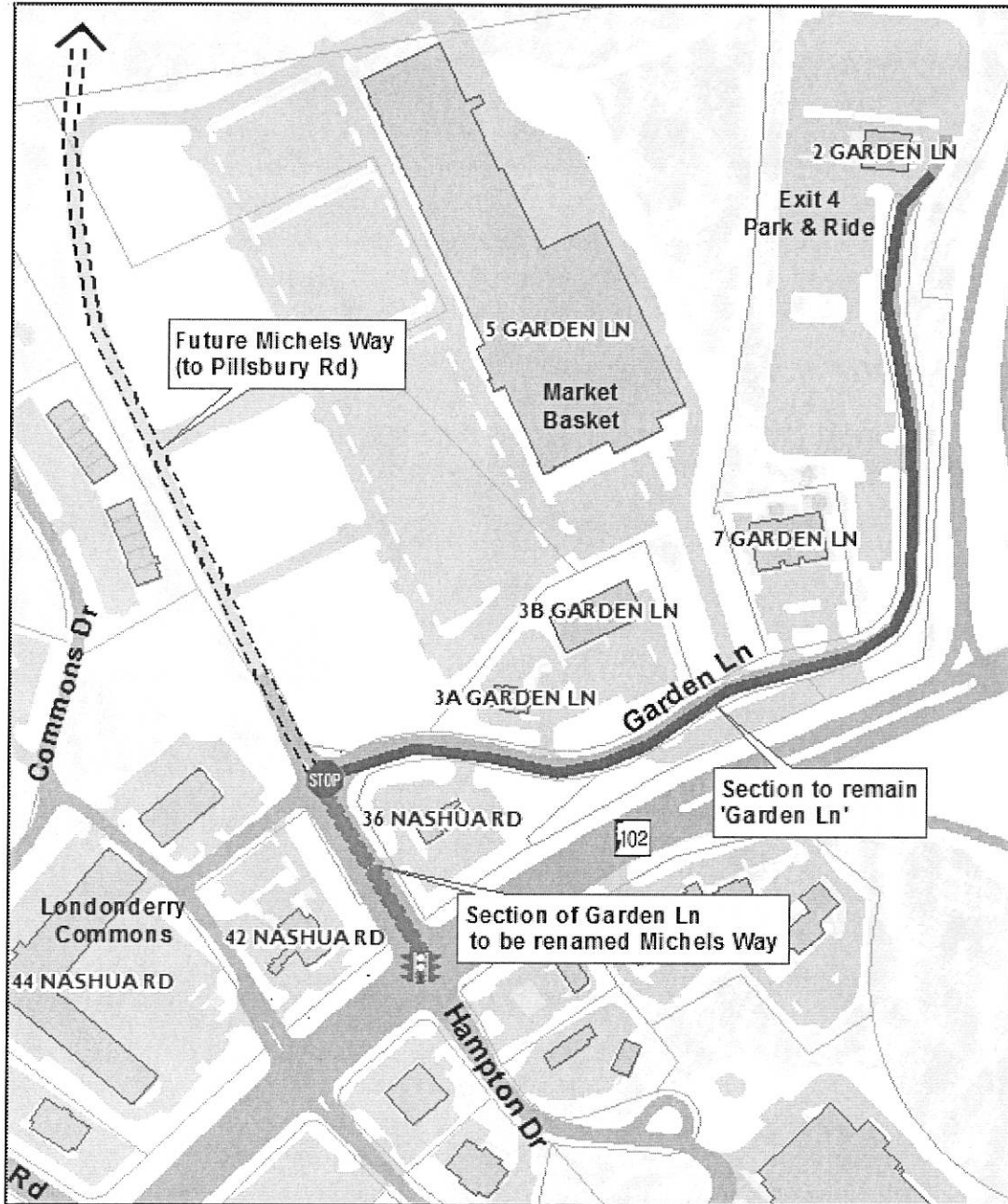
John Farrell, Chairman
Town Council

(TOWN SEAL)

Sherry Farrell
Town Clerk/Tax Collector

A TRUE COPY ATTEST:
03/20/17

Attachment A: Depiction of proposed street name change



LONDONDERRY TOWN COUNCIL MEETING MINUTES

1 **March 6, 2017**

2
3 The Town Council meeting was held in the Moose Hill Council Chambers, Town Hall, 268B Mammoth
4 Road, Londonderry, NH.

5
6 Present: Chairman John Farrell; Vice Chairman Tom Freda; Councilors Jim Butler, Tom Dolan and Joe
7 Green; Town Manager Kevin Smith; Executive Assistant Kirby Wade;

8
9 **CALL TO ORDER**

10
11 Chairman Farrell called the Town Council special meeting to order. Chairman Farrell led the Pledge of
12 Allegiance. This was followed by a moment of silence for Stephen Green, father of Councilor Joe Green
13 and all first responders.

14
15 **PUBLIC COMMENT**

16
17 Deb Paul, 118 Hardey Rd, asked about the communication system and if it was the same as Derry.
18 Battalion Chief Mike McQuillen stated that it is not the same as Derry. Chairman Farrell asked Town
19 Manager Smith if he could look into what the differences are.

20
21 Chairman Farrell read a personal statement into the record...

22
23 Several issues have come up over the last several months.

- 24 1. Stone Hedge/Hardy road multiunit development. I read into the record my point of view of the
25 development, calling it the square peg in a round hole, wrong place in town for this development.
26 The Town Council directed the TM & TA to approach the developers with remedies up to and
27 including purchasing the land.

28
29 The TA spoke with the developer's attorney who communicated to us that the developer was not
30 interested in altering the plan or selling the land. The developer asked through a third party to meet
31 with me. I discussed this with the TC and they agreed that we should meet. I communicated that we
32 did not see this development as a good fit for Londonderry. Additionally, we discussed that the
33 conservation commission was interested in purchasing the land. I strongly encouraged them to come
34 back to the TA with an offer to purchase. The developer paid 750K for the land and we have 1.6 million
35 in our conservation fund, we also discussed going to special election if needed as was done when the
36 Nevins project wanted to build 600 units, this was approved for 2.6 million by the voters. The current
37 130 unit 55 and older complex was built. 10 days ago the developer's attorney informed us that the
38 Stonehedge developer was not interested in selling the land, and there was no point to engaging in any
39 further conversations. They stated their confidence that they would prevail with the Planning Board or
40 at Superior court.

41
42 Regarding the workforce housing ordinance that was in place when the developer submitted the

LONDONDERRY TOWN COUNCIL MEETING MINUTES

43 pending application, it was examined by our TA and he advised us it was unlawful. The opinion was
44 shared by the previous Town Planner. To be clear, the prior Town Attorney and prior Town Manager,
45 along with a previous Town Council and previous Planning Board allowed an ordinance to be enacted
46 that was unenforceable under state law. This TC, TM, and PB, with the assistance of the TA, enacted a
47 new Ordinance which is lawful and is our current Ordinance. Unfortunately, the developer's pending
48 application must be evaluated in light of the Ordinance, which will not withstand a challenge in
49 superior court.

50
51 2. Most term limits are controlled by State Law. For example, state law requires that the term for all
52 elected and appointed PB, ZBA, and other land use board members is three years. State law does
53 not limit the number of terms an elected or appointed land use board member may serve. The
54 petitioner of the advisory article from last year was advised of this multiple times before and after
55 the item went to ballot. If you want term limits you need to address this with the state legislative
56 body. The only option available to us was to possibility have boards/committees such as the
57 Recreation, Senior Affairs, and Solid Waste could have term limits. These boards have
58 historically had poor volunteer response and difficult to fill at times. Any change would require a
59 charter change. The advisory article was not specifically defined and never informed the voter of
60 the state statute or lack of a statute regarding term limits, therefore it was confusing.

61
62 3 Some have asked about building moratoriums. Londonderry has a Growth Management
63 Ordinance in place with very specific requirements. Once again we must follow state law
64 regarding Planning Board laws and requirements. Additionally, no one has approached the Town
65 Council in the last seven years and asked for any changes to the current ordinance

66 During my 7 years on the TC and 11 years on Planning Board traffic concerns have always been the
67 town's top concern. Over the years many developers have come in and said that this intersection is not
68 an issue or you have take a right or a left or add a turn lane that will fix it. Those people don't live
69 here this is not their town, we live here it is our town. We have a sworn an oath to uphold the NH
70 constitution, state law, and our municipal ordinances.

71
72 We are the front line advocates to the taxpayers of Londonderry, which is our sworn duty. When
73 developers make claims that make us suspicious, we investigate the claims through the PB, Town Staff,
74 State DOT, and any other necessary resources. Once the claim has been fully investigated, we report
75 back to you, the people who elected us. Most often, we are able to report favorable news. Occasionally,
76 state law or the work of our predecessors does not allow favorable news. What is most important to us
77 is that we provide correct information to the Town and make decisions in the Town's best interests
78 within the framework of what we are given to work with.

79
80 Please also understand that the Planning Board Chairman Art Rugg has had a series of health issues
81 including most recently he suffered a heart attack. He is doing well and is recovering at home. We
82 expect him back in a couple of months. He wants to thank the LFD for the great care he received that
83 day. Additionally, during the last five years every member of the Town council has had a serious
84 health issue to work past, including mine which was surgery for cancer 3 months ago. At this time I
85 can report that we are all doing well and can truly state that we give our all for Londonderry.
86

LONDONDERRY TOWN COUNCIL MEETING MINUTES

87 Now at this time I would like to read a proclamation from the Town Council.

88

89 End of statement.

90

91 Chairman Farrell stated that Tom Freda, Jim Butler, Tom Dolan and Joe Green have all had surgery in the
92 time that they have served and we all continue to come and do the job as Town Councilor. Chairman
93 Farrell stated that Councilor Green has lost both of his parents yet he is still present at the meetings.
94 Chairman Farrell stated that at this time he is happy to report that all Councilors are doing well.

95

96 Chairman Farrell presented Vice-Chair Freda with a jacket and a Proclamation on behalf of his retirement
97 from Town Council.

98

99

PUBLIC HEARING

100

101 Motion to open Public Hearing made by Councilor Green and second by Councilor Butler. Chair votes
102 5-0-0.

103

104 Chairman Farrell introduced Public Hearing on the sale of town-owned property at 68 Hall Rd. to Mr.
105 Jim Taylor. This is the first public hearing. There will be another Public Hearing on March 20th.

106

107 Town Manager Smith introduced Jim Taylor. Smith stated that he approached the Town about purchasing
108 the property which was deeded by the town back in 2013. Taylor offered to purchase the property for the
109 price of the back-taxes along with the interest that was due for a total of \$24,377.00. Town Manager
110 Smith referred to the public back-up information and the purchase and sales. Town Manager Smith stated
111 that first it had to go through a public hearing with the Conservation Commission and the Planning Board
112 before coming to Town Council. Both have given the green light.

113

114 Jim Taylor, 11 MacIntosh Drive, stated that his intent is to purchase the property. Taylor stated that the
115 junkyard is near the property. Taylor stated he will get title insurance on the property.

116

117 There was no public comment.

118

119 Councilor Green asked how long it has been in the current condition that it's in now. Town Manager
120 Smith stated that it was deeded in March 27, 2013 which means there were liens on the property for taxes
121 not being paid since 2010. Town Manager Smith stated that he received an e-mail from one gentleman
122 who stated interest in wanted to purchase the property as well and he was informed of the Public Hearing
123 and he was encouraged to come and express to Council if he still has interest.

124

125 Councilor Dolan asked if the property has working septic. Taylor stated he couldn't find record of a septic
126 or well.

LONDONDERRY TOWN COUNCIL MEETING MINUTES

127

128 Deb Paul, 118 Hardey Rd, asked how many acres it is and does it have a 150 ft. frontage. Will it need
129 variances? Taylor stated that is .9 acres.

130

131 Motion to close Public Hearing made by Councilor Green and second by Vice-Chair Freda. Chair votes
132 5-0-0.

133

134

OLD BUSINESS

135

136

NONE

137

138

NEW BUSINESS

139

140 Chairman Farrell introduced the Fire Department to give a state wide communications update. Chairman
141 Farrell stated that he heard from Chief O'Brien that there was not much new information. Battalion Chief
142 Mike McQuillen stated that it is a digital system they are looking at building. It is designed to be data
143 sharing for cellphones and having a dedicated communications system for first responders.

144

145 Battalion Chief Mike McQuillen stated that they can refer to firstnet.gov if you look it up online. They
146 have information.

147

148 Chairman Farrell introduced Order #2017-06, and Order relative to the expenditure of Maintenance Trust
149 Fund for various projects. Steve Cotton presented. Cotton stated that it is for a total of \$15,180.00. This
150 Order is for winter maintenance. Councilor Butler removed himself due to conflict of interest. Motion to
151 approve Order #2017-06 made by Councilor Green and second by Vice Chair Freda. Chair votes 4-0-0.

152

153 Chairman Farrell introduced Order #2017-07, an Order relative to the withdrawal of Capital Reserve
154 Funds for aerial photography and GIS data collection. John Vogl, GIS Manager, presented Order to
155 Council. Vogl stated they are looking to make a withdrawal in the amount of \$68,000 to fund flyover to
156 be conducted in April. Councilor Dolan asked about the painted white lines last time. Vogl stated that this
157 will not be needed this time. Councilor Green asked how many bids were received. Vogl stated it went
158 out to RFP and we received one bid. Motion to approve Order #2017-07 made by Councilor Dolan and
159 second by Vice Chair Freda. Chair votes 5-0-0.

160

161 Chairman Farrell introduced Resolution #2017-01, a Resolution relative to the re-naming of a portion of
162 Garden Lane. This is the first reading. The Public Hearing on March 20th. Motion to waived first reading
163 made by Councilor Green and second by Vice Chair Freda. Chair votes 5-0-0.

164

165

APPROVAL OF MINUTES

166

LONDONDERRY TOWN COUNCIL MEETING MINUTES

167 Approval of Town Council minutes from February 13, 2017 made by Councilor Dolan and second by
168 Vice-Chair Freda. Chair votes 5-0-0.

169

170 **BOARD/COMMITTEE APPOINTMENT/RE-APPOINTMENT**

171

172 **NONE**

173

174 **TOWN MANAGER REPORT**

175

176 Kevin introduced Stacie Street who's filling in for Kirby Wade while on leave.

177

178 Chairman Farrell mentioned Town Election day is Tuesday, March 14th from 7 AM to 8 PM at the High
179 School Gym.

180

181 **ADJOURNMENT**

182

183 Motion to adjourn made by Vice-Chair Freda and second by Councilor Green. Chair votes 5-0-0.

184

185 Notes and Tapes by: Your name Date: 03/06/2017

186 Minutes Typed by: Kirby Wade/Stacie Street Date: 03/07/2017

187 Approved by: Town Council Date: 03/20/2017