

TOWN COUNCIL AGENDA

October 6, 2014

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. **Resolution #2014-02** – Discontinuance of Highway (Portion of Reed Street)
2. **Resolution #2014-03** – Discontinuance of Highway (Golen Drive)
3. **Ordinance #2014-05** – An Amendment to the Municipal Code Title I, Chapter XXI Sale, Possession and Display of Fireworks
4. **Order #2014-12** – The Licensing of a Junkyard Pursuant to RSA 236 (Murray's Auto Recycling, Inc.) (Continued)

D. OLD BUSINESS

E. NEW BUSINESS

1. **Order #2014-22** – Expenditure of Maintenance Trust Fund for Various Projects.
Presented by Kevin Smith
2. Doyle Easement Presentation
Presented by Mike Speltz

F. APPROVAL OF MINUTES

Approval of September 22, 2014 Town Council Minutes

G. OTHER BUSINESS

1. Liaison Reports
2. Town Manager Report

3. Board/Committee Appointments/Reappointment

1. Appointment of Karen Boone to the Elder Affairs Committee as an Alternate Member
2. Interview of Candidates for an Alternate Position on the Zoning Board of Adjustment

H. ADJOURNMENT

I. MEETING SCHEDULE

1. Town Council Meeting – **10/20/14** Moose Hill Council Chambers, 7:00PM
2. Town Council Meeting – **11/03/14** Moose Hill Council Chambers, 7:00PM
3. Town Council Meeting – **11/17/14** Moose Hill Council Chambers, 7:00PM
4. Town Council Meeting – **12/01/14** Moose Hill Council Chambers, 7:00PM

RESOLUTION 2014-02

A Resolution Relative to the

***DISCONTINUANCE OF HIGHWAY
(Portion of Reed Street)***

First Reading: 09/08/14

Second Reading/Public Hearing: 10/06/14

Adopted: xx/xx/14

WHEREAS

the Town Council, in accordance with RSA 231:43 has received a petition to completely discontinue and relinquish all public interest in the westerly portion of a Class V highway known as Reed Street for approximately 340 feet from the intersection with Golen Drive, convey by deed without covenants, whatever interest the Town may have in that portion of Reed Street to the abutters, with each abutter being given that portion of Reed Street abutting their property to the center-line of Reed Street; and

WHEREAS

the matter of discontinuing a highway under RSA 231:43 is within the authority of the Town Council; and

WHEREAS

the discontinuance of the westerly portion of Reed Street would enable the beneficial development of the adjacent parcels,

NOW THEREFORE BE IT RESOLVED by the Londonderry Town Council that the discontinuance of the westerly portion of Reed Street as shown on the plan entitled "Reed Street and Golen Drive Discontinuance Plan (Tax Map 7, Lots 132-1, 132-2, 132-8, 132-9, 132-10, 132-11, 132-12, 132-13, 132-14, 132-15, 132-16, 132-17, 132-18, 132-19 & 132-10) Button Drive, Londonderry, New Hampshire, prepared by Bedford Design Consultants, Inc., dated July 22, 2014, with the last revised plan dated _____ to be recorded with the Rockingham County Registry of Deeds as Plan Number _____, that the discontinuance is hereby approved subject to the condition that Team Business Development Corporation shall indemnify and hold harmless the Town of Londonderry from any claims arising from the Town Council's decision to discontinue said portion of Reed Street, with said discontinuance to be conditioned upon the Planning Board's approval of the plan entitled "Lot Consolidation and Lot Line Adjustment Plan for The Grand Estate at Londonderry", prepared by Bedford Design Consultants, Inc., dated July 22, 2014, with the last revised plan dated _____ to be recorded with the Rockingham County Registry of Deeds as Plan Number _____.

Tom Dolan, Chairman
Town Council
(Town Seal)

Sherry Farrell
Town Clerk/Tax Collector

A TRUE COPY ATTEST:
Adopted xx/xx/14

PETITION TO FULLY DISCONTINUE PORTION OF REED STREET

Team Business Development Corporation ("Petitioner") submits this Petition and states there is a public benefit associated with the full discontinuance of the westerly PORTION OF REED STREET located in the Town of Londonderry, Rockingham County, New Hampshire as it is shown on the attached Exhibit A.

RECITALS

1. Reed Street was originally laid out by a plan entitled: "*SUBDIVISION PLAN OF COMMERCIAL LOTS IN LONDONDERRY, N.H. AS DRAWN FOR ALICE GOLEN*" Scale 1"=60' dated February 1971 and recorded in the Rockingham County Registry of Deeds as Plan #D-2353.
2. Reed Street also appears on a second plan entitled "*BOUNDARY PLAN, TAX MAP 7 TAX LOTS 132-1 TO 132-20 (INCLUSIVE) ROUTE 102 LONDONDERRY, NH*" Scale: 1" = 100' Sheet 1 of 1 dated June 30, 1988 prepared for John DiPalma. The stated purpose of this plan was to re-establish the outer boundary of the parcels shown on Plan #D-2353 for conveyance purposes. This plan was recorded as Plan #D-18299 in said Registry.
3. Reed Street was laid out by Plan #D-2353 and built and is therefore considered to be a Class V public highway.
4. The Petitioner owns all the lots with frontage along the length of Reed Street this Petition proposes the Town Council discontinue.
5. Owners of lots fronting along the easterly end of Reed Street which will remain a Class V road but end in a cul de sac will continue to access other public ways via Mohawk Drive.
6. The Petitioner has entered purchase agreements to sell the lots it owns to two (2) different entities which plan to construct a privately maintained common driveway as the primary access to those lots from Meadow Drive. Any future use of the remaining east end of Reed Street will be for emergency purposes only.

AUTHORITY

7. RSA 231:45-a authorizes the legislative body to vote to approve the discontinuance of a public highway.
8. Pursuant to RSA 49-B, the Town of Londonderry ("Town") adopted the Town Council/Town Manager form of government set out in RSA 49-D on March 12, 1996.
9. As required by RSA 49-D:2(II)(a) the Town's Charter states the Town Council shall serve as the legislative and governing body of the Town. See also, RSA 49-D:3(I).

10. Section 3.12 of the Town's Charter delegates all the powers conferred upon town councils and town meetings to the Londonderry Town Council.

ANALYSIS FOR DISCONTINUANCE

11. Occasion for a public road layout exists if "*the public interest requires the town's acceptance of the roads*". Green Crow Corporation v. Town of New Ipswich, 157 N.H. 344, 350 (2008). The "*public interest*" has been interpreted as a public benefit warranting the expenditure of tax dollars. Opinion of the Justices, 88 N.H. 484 (1937).
12. The public interest is no longer served by maintaining, repairing and plowing the section of Reed Street shown on Exhibit A.
13. No abutting property owner will be deprived of access to a public way by the Town Council discontinuing the westerly end of Reed Street.
14. There is no public benefit associated with the Town of Londonderry maintaining, repairing or plowing the westerly end of Reed Street shown on Exhibit A.
15. The Petitioner hereby requests the Town Council fully discontinue that portion of Reed Street and allow its underlying fee interest to revert to the abutting lots and be returned to the Town's tax rolls.
16. As provided by RSA 231:43(II) copies of this Petition have been forwarded by certified mail, return receipt requested to the following persons whose properties abut the portion of Reed Street shown on Exhibit A.

Tax Map 7, Lot 132C-58A
Megan R. Currie
7A Karen Lane
Londonderry, NH 03053

Tax Map 7, Lot 132C-58B
Robert K. Jamer, Jr.
7B Karen Lane
Londonderry, NH 03053

Tax Map 7, Lot 132-19; Lot 132-14; Lot 132-20
Team Business Develop Corp.
Attn: Charles Kulch, President
491 Amherst Street
Nashua, NH 03063

Tax Map 7, Lot 132C-56A
Lawrence J. and Elaine F. Parker, Trustees
Parker Family Revocable Trust
4A Reed Street
Londonderry, NH 03053

Tax Map 7, Lot 132C-56B
Daniel W. and Joan B. Clark
4 B Reed Street
Londonderry, NH 03053

Tax Map 7, Lot 132C-55A
Denise Maioux
5A Reed Street
Londonderry, NH 03053

Tax Map 7, Lot 132C-57
Theodore J. III and Pamela Nusbaum, Trustees
Nusbaum Family Revocable Trust
12A Jefferson Drive
Londonderry, NH 03053

Tax Map 7, Lot 132C-54A
David, Peter and Christine Masciarelli
7A Reed Street
Londonderry, NH 03053

Tax Map 7, Lot 132C-54B
Stephen and Deborah Quinlan
7B Reed Street
Londonderry, NH 03053

Tax Map 7, Lot 132C-55B
Jeffrey and Kristy Leach
5B Reed Street
Londonderry, NH 03053

Calamar Construction Corporation
c/o Patricia M. Panciocco, Esquire
Baroff Professional Association
10 Commerce Park North, Suite 13B
Bedford, New Hampshire 03110

Respectfully submitted,

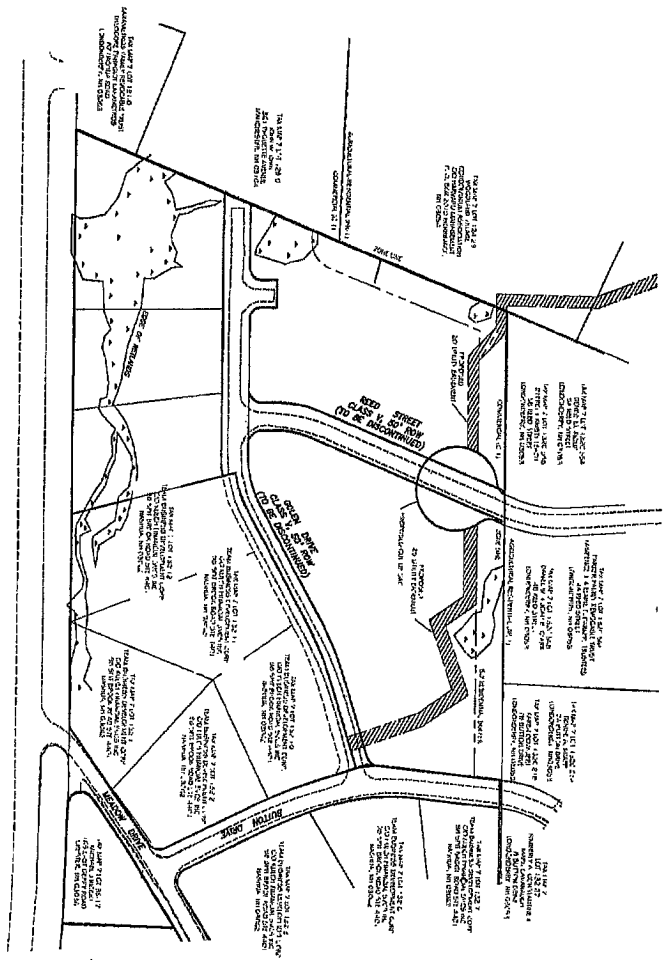
TEAM BUSINESS DEVELOPMENT CORPORATION

By: _____
Charles Kulch, President

STATE OF NEW HAMPSHIRE
COUNTY OF _____

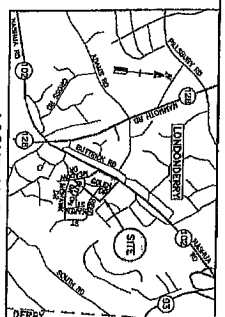
The foregoing instrument was acknowledged before me this _____ day of
August ____, 2014 by Charles Kulch as President of and on behalf of the Company.

Notary Public/Justice of the Peace
Printed Name:
My Commission Expires:



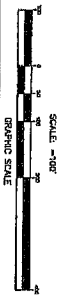
OWNER: N.H.S.P.C.
 ENGINEER: [Name]
 DATE: [Date]

N. H. RT. 102



NOTES

1. THE INFORMATION SHOWN HEREON IS BASED UPON THE RECORD DRAWINGS AND SURVEY DATA PROVIDED BY THE CLIENT. THE ENGINEER HAS CONDUCTED A VISUAL GENERAL VERIFICATION OF THE INFORMATION SHOWN HEREON AND HAS FOUND IT TO BE IN SUBSTANTIAL ACCORDANCE WITH THE RECORD DRAWINGS AND SURVEY DATA PROVIDED BY THE CLIENT. THE ENGINEER HAS NOT CONDUCTED A FIELD SURVEY OF THE SITE AND HAS NOT OBTAINED ANY RECORD DRAWINGS OR SURVEY DATA FROM THE CLIENT. THE ENGINEER HAS NOT OBTAINED ANY RECORD DRAWINGS OR SURVEY DATA FROM THE CLIENT.
2. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND FOR OBTAINING ALL NECESSARY RECORD DRAWINGS AND SURVEY DATA FROM THE CLIENT.
3. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY RECORD DRAWINGS AND SURVEY DATA FROM THE CLIENT.



| NO. | DATE | DESCRIPTION |
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Bedford Design Consultants
 111 South Main Street, Suite 200
 Bedford, NH 03110
 TEL: 603-882-1111 FAX: 603-882-1112
 WWW.BEDFORDDESIGNCONSULTANTS.COM

PREPARED FOR/CLIENT: N.H.S.P.C.
OWNER: N.H.S.P.C.
PROJECT: THE GRAND ESTATE AT LONDONDERRY
DISCONTINUANCE PLAN
LOT 1 OF 1

DATE: JULY 22, 2014

SCALE: 1" = 100'

TAX MAP 7 LOTS 132-1, 132-2, 132-3, 132-4, 132-5, 132-6, 132-7, 132-8, 132-9, 132-10, 132-11, 132-12, 132-13, 132-14, 132-15, 132-16, 132-17, 132-18, 132-19, 132-20

REED STREET & GOLEN DRIVE DISCONTINUANCE PLAN

LONDONDERRY, NEW HAMPSHIRE

RESOLUTION 2014-03

A Resolution Relative to the
***DISCONTINUANCE OF HIGHWAY
(Golen Drive)***

First Reading: 09/08/14
Second Reading/Public Hearing: 10/06/14
Adopted: xx/xx/14

WHEREAS the Town Council, in accordance with RSA 231:43 has received a petition to completely discontinue and relinquish all public interest in a Class V highway known as Golen Drive from the intersection with Button Drive to the end, convey by deed without covenants, whatever interest the Town may have in Golen Drive to the abutters, with each abutter being given that portion of Golen Drive abutting their property to the center-line of Golen Drive; and

WHEREAS the matter of discontinuing a highway under RSA 231:43 is within the authority of the Town Council; and

WHEREAS the discontinuance of Golen Drive would enable the beneficial development of the adjacent parcels,

NOW THEREFORE BE IT RESOLVED by the Londonderry Town Council that the discontinuance of Golen Drive as shown on the plan entitled "Reed Street and Golen Drive Discontinuance Plan (Tax Map 7, Lots 132-1, 132-2, 132-8, 132-9, 132-10, 132-11, 132-12, 132-13, 132-14, 132-15, 132-16, 132-17, 132-18, 132-19 & 132-10) Button Drive, Londonderry, New Hampshire, prepared by Bedford Design Consultants, Inc., dated July 22, 2014, with the last revised plan dated _____ to be recorded with the Rockingham County Registry of Deeds as Plan Number _____, that the discontinuance is hereby approved subject to the condition that Team Business Development Corporation shall indemnify and hold harmless the Town of Londonderry from any claims arising from the Town Council's decision to discontinue said portion of Reed Street, with said discontinuance to be conditioned upon the Planning Board's approval of the plan entitled "Lot Consolidation and Lot Line Adjustment Plan for The Grand Estate at Londonderry", prepared by Bedford Design Consultants, Inc., dated July 22, 2014, with the last revised plan dated _____ to be recorded with the Rockingham County Registry of Deeds as Plan Number _____.

Tom Dolan, Chairman
Town Council

Sherry Farrell
Town Clerk/Tax Collector

(Town Seal)

A TRUE COPY ATTEST:
Adopted xx/xx/14

PETITION TO FULLY DISCONTINUE PORTION OF GOLEN DRIVE

Team Business Development Corporation (“Petitioner”) submits this Petition and states there is a public benefit associated with the full discontinuance of GOLEN DRIVE located in the Town of Londonderry, Rockingham County, New Hampshire as it is shown on the attached Exhibit A.

RECITALS

1. Golen Drive was originally laid out by a plan entitled: “*SUBDIVISION PLAN OF COMMERCIAL LOTS IN LONDONDERRY, N.H. AS DRAWN FOR ALICE GOLEN*” Scale 1”-60’ dated February 1971 and recorded in the Rockingham County Registry of Deeds as Plan #D-2353.
2. Golen Drive also appears on a second plan entitled “*BOUNDARY PLAN, TAX MAP 7 TAX LOTS 132-1 TO 132-20 (INCLUSIVE) ROUTE 102 LONDONDERRY, NH*” Scale: 1” = 100’ Sheet 1 of 1 dated June 30, 1988 prepared for John DiPalma. The stated purpose of this plan was to re-establish the outer boundary of the parcels shown on Plan #D-2353 for conveyance purposes. This plan was recorded as Plan #D-18299 in said Registry.
3. Golen Drive was laid out by Plan #D-2353 and built and is therefore considered to be a Class V public highway.
4. With the express exception of Tax Map 7, Lot 129, the Petitioner owns all the lots with frontage along Golen Drive this Petition proposes the Town Council discontinue.
5. The Petitioner has entered purchase agreements to sell the lots it owns to two (2) different entities which plan to construct a privately maintained common driveway as the primary access to those lots from Meadow Drive.

AUTHORITY

6. RSA 231:45-a authorizes the legislative body to vote to approve the discontinuance of a public highway.
7. Pursuant to RSA 49-B, the Town of Londonderry (“Town”) adopted the Town Council/Town Manager form of government set out in RSA 49-D on March 12, 1996.
8. As required by RSA 49-D:2(II)(a) the Town’s Charter states the Town Council shall serve as the legislative and governing body of the Town. See also, RSA 49-D:3(I).
9. Section 3.12 of the Town’s Charter delegates all the powers conferred upon town councils and town meetings to the Londonderry Town Council.

ANALYSIS FOR DISCONTINUANCE

10. Occasion for a public road layout exists if "*the public interest requires the town's acceptance of the roads*". Green Crow Corporation v. Town of New Ipswich, 157 N.H. 344, 350 (2008). The "*public interest*" has been interpreted as a public benefit warranting the expenditure of tax dollars. Opinion of the Justices, 88 N.H. 484 (1937).
11. The public interest is no longer served by maintaining, repairing and plowing Golen Drive shown on Exhibit A.
12. No abutting property owner will be deprived of access to a public way by the Town Council discontinuing Golen Drive.
13. There is no public benefit associated with the Town of Londonderry maintaining, repairing or plowing Golen Drive.
14. The Petitioner hereby requests the Town Council fully discontinue Golen Drive and allow its underlying fee interest to revert to the abutting lots and be returned to the Town's tax rolls.
15. As provided by RSA 231:43(II) copies of this Petition have been forwarded by certified mail, return receipt requested to the following persons whose properties abut Golen Drive.

Tax Map 7, Lot 129
Cathay Realty Corporation & Chin, et al
361 Paquette Avenue
Manchester, NH 03104

Tax Map 7, Lot 132-8 through Lot 132-19, inclusive
Team Business Develop Corp.
Attn: Charles Kulch, President
491 Amherst Street
Nashua, NH 03063

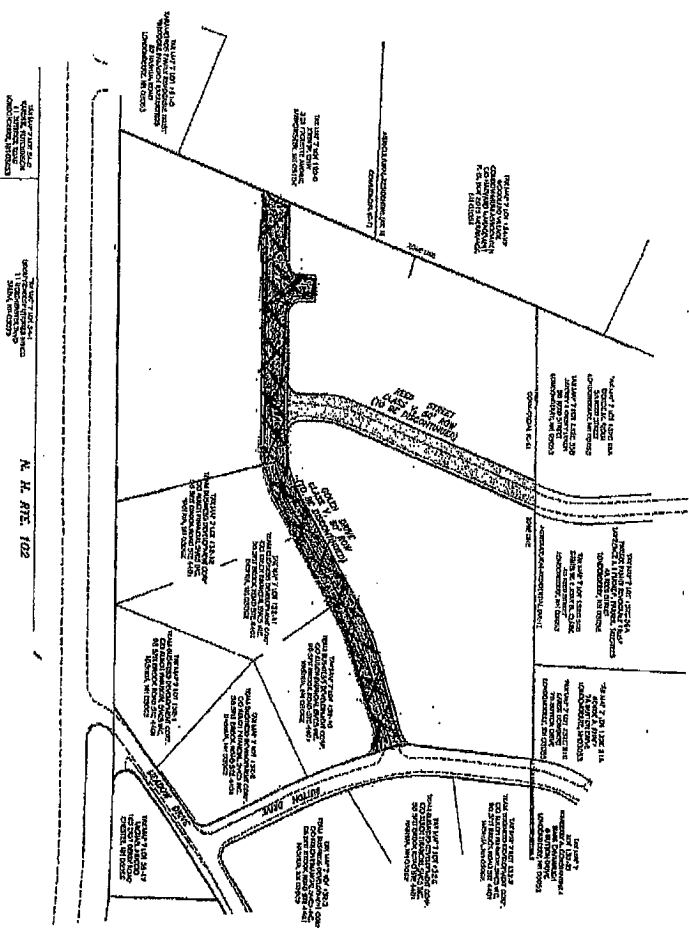
Calamar Construction Corporation
c/o Patricia M. Panciocco, Esquire
Baroff Professional Association
10 Commerce Park North, Suite 13B
Bedford, New Hampshire 03110

Respectfully submitted,

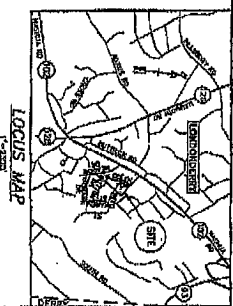
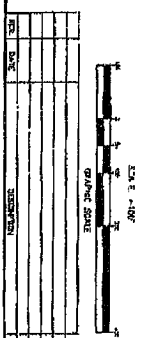
TEAM BUSINESS DEVELOPMENT CORPORATION

By: _____
Charles Kulch, President

EXHIBIT A



N. H. Rte. 102



NOTES

1. THE PROPERTY IS BOUNDARY ADJACENT TO THE SEVERAL LOTS OF THE GRAND ESTATE AT LONDONDERY, NEW HAMPSHIRE, AS SHOWN ON THE TAX MAP 7 LOTS 132-1, 132-2, 132-3, 132-4, 132-5, 132-10, 132-11, 132-12, 132-13, 132-14, 132-15, 132-16, 132-17, 132-18, 132-19, 132-20, 132-21, 132-22, 132-23, 132-24, 132-25, 132-26, 132-27, 132-28, 132-29, 132-30, 132-31, 132-32, 132-33, 132-34, 132-35, 132-36, 132-37, 132-38, 132-39, 132-40, 132-41, 132-42, 132-43, 132-44, 132-45, 132-46, 132-47, 132-48, 132-49, 132-50, 132-51, 132-52, 132-53, 132-54, 132-55, 132-56, 132-57, 132-58, 132-59, 132-60, 132-61, 132-62, 132-63, 132-64, 132-65, 132-66, 132-67, 132-68, 132-69, 132-70, 132-71, 132-72, 132-73, 132-74, 132-75, 132-76, 132-77, 132-78, 132-79, 132-80, 132-81, 132-82, 132-83, 132-84, 132-85, 132-86, 132-87, 132-88, 132-89, 132-90, 132-91, 132-92, 132-93, 132-94, 132-95, 132-96, 132-97, 132-98, 132-99, 132-100.
2. THE PROPERTY IS BOUNDARY ADJACENT TO THE SEVERAL LOTS OF THE GRAND ESTATE AT LONDONDERY, NEW HAMPSHIRE, AS SHOWN ON THE TAX MAP 7 LOTS 132-1, 132-2, 132-3, 132-4, 132-5, 132-10, 132-11, 132-12, 132-13, 132-14, 132-15, 132-16, 132-17, 132-18, 132-19, 132-20, 132-21, 132-22, 132-23, 132-24, 132-25, 132-26, 132-27, 132-28, 132-29, 132-30, 132-31, 132-32, 132-33, 132-34, 132-35, 132-36, 132-37, 132-38, 132-39, 132-40, 132-41, 132-42, 132-43, 132-44, 132-45, 132-46, 132-47, 132-48, 132-49, 132-50, 132-51, 132-52, 132-53, 132-54, 132-55, 132-56, 132-57, 132-58, 132-59, 132-60, 132-61, 132-62, 132-63, 132-64, 132-65, 132-66, 132-67, 132-68, 132-69, 132-70, 132-71, 132-72, 132-73, 132-74, 132-75, 132-76, 132-77, 132-78, 132-79, 132-80, 132-81, 132-82, 132-83, 132-84, 132-85, 132-86, 132-87, 132-88, 132-89, 132-90, 132-91, 132-92, 132-93, 132-94, 132-95, 132-96, 132-97, 132-98, 132-99, 132-100.

TAX MAP 7 LOTS 132-1, 132-2, 132-3, 132-4, 132-5, 132-10, 132-11, 132-12, 132-13, 132-14, 132-15, 132-16, 132-17, 132-18, 132-19, 132-20, 132-21, 132-22, 132-23, 132-24, 132-25, 132-26, 132-27, 132-28, 132-29, 132-30, 132-31, 132-32, 132-33, 132-34, 132-35, 132-36, 132-37, 132-38, 132-39, 132-40, 132-41, 132-42, 132-43, 132-44, 132-45, 132-46, 132-47, 132-48, 132-49, 132-50, 132-51, 132-52, 132-53, 132-54, 132-55, 132-56, 132-57, 132-58, 132-59, 132-60, 132-61, 132-62, 132-63, 132-64, 132-65, 132-66, 132-67, 132-68, 132-69, 132-70, 132-71, 132-72, 132-73, 132-74, 132-75, 132-76, 132-77, 132-78, 132-79, 132-80, 132-81, 132-82, 132-83, 132-84, 132-85, 132-86, 132-87, 132-88, 132-89, 132-90, 132-91, 132-92, 132-93, 132-94, 132-95, 132-96, 132-97, 132-98, 132-99, 132-100.

REED STREET & GOLDEN DRIVE DISCONTINUANCE PLAN

THE GRAND ESTATE AT LONDONDERY
 LONDONDERY, NEW HAMPSHIRE

BUTTON DRIVE

OWNER: 1000 BROADWAY, NEW YORK, N.Y. 10010
 200 WEST 10TH STREET, NEW YORK, N.Y. 10011
 200 WEST 10TH STREET, NEW YORK, N.Y. 10011

DATE: JULY 20, 2001

SCALE: 1" = 100'

PROJECT: DISCONTINUANCE PLAN

DATE: JULY 20, 2001

BY: [Signature]

FOR: [Signature]

Professional Seal: [Seal]

Richard D. Design Consultants
 1000 BROADWAY, NEW YORK, N.Y. 10010
 200 WEST 10TH STREET, NEW YORK, N.Y. 10011
 200 WEST 10TH STREET, NEW YORK, N.Y. 10011

ORDINANCE 2014-05
AN AMENDMENT TO THE MUNICIPAL CODE
TITLE I, CHAPTER XXI RELATING TO THE SALE, POSSESSION AND
DISPLAY OF FIREWORKS

WHEREAS the Town of Londonderry voted at its 1993 Town Meeting to authorize provisions of RSA 160-B and RSA 160-C, the sale, possession and display of fireworks, and;

WHEREAS the Town of Londonderry seeks to further authorize the issuance of permits to manage the sale, possession and display of fireworks within the community in an effort to maintain a high quality of life and preserve the public peace, and;

WHEREAS the Town of Londonderry currently does not address safety regulations of fireworks in its municipal code;

NOW THEREFORE BE IT ORDAINED by the Town Council of the Town of Londonderry that the Municipal Code of the Town of Londonderry, Title I, Chapter XXI – sale, possession and display of fireworks, is hereby amended as attached.

Tom Dolan - Chairman
Town Council

Sharon Farrell
Town Clerk

(TOWN SEAL)

A TRUE COPY ATTEST:
10/06/2014

CHAPTER XXI - SALE, POSSESSION AND DISPLAY OF FIREWORKS

SECTION I PURPOSE

- A. To manage the sale, possession and display of fireworks within the community with the aim of maintaining environmental quality while preserving the peace.

SECTION II DEFINITIONS

- A. "Fireworks" means as defined in 27 CFR section 555.11, "display fireworks" as defined in RSA 160-B:1, and "consumer/permissible" fireworks as defined in 160-C:1. "Fireworks" shall not include novelty items as defined in RSA 160-B and RSA 160-C.
- B. "Display" means the use, exploding, activation, ignition, discharge, firing or any other activity which is intended to cause or which causes a firework to do what it was manufactured to do.
- C. "Sale" or "Sell" means to sell, give or transfer to another, with or without consideration.
- D. "Retail" means the sale to any consumer or person not engaged in the business of making sales of fireworks.
- E. "Wholesale" means engaging in the business of making sales to any other person engaged in the business of making sales of fireworks. Wholesale shall not include any making of sales to consumers or persons not engaged in the business of making sales of fireworks. To constitute a wholesale, the sale must be for a minimum amount of \$1,000, or such minimum amount as established by the Commissioner of the Department of Safety pursuant to RSA 160-B1, VIII.

SECTION III PERMITS, SAFETY REGULATIONS, AND FEES

- A. Pursuant to 1993 Town Meeting Vote of Article No.7, the sale, possession and display of fireworks is authorized pursuant to the provisions of RSA 160-B and RSA 160-C, subject to all the provisions therein.
- B. Permits shall be issued to the extent authorized under RSA's 160-B:6, 160-B:7, 160-C:2, and 160-C:6, including but not limited to:
 - 1. Any person seeking to display consumer/permissible fireworks shall obtain a permit from the Londonderry Fire Department.
 - 2. Permits shall be capped at a maximum of 12 per calendar year, per household.

-
3. A permit to display consumer/permissible fireworks shall not be required on July 4 and the three days preceding and succeeding July 4.
- C. The following safety regulations shall be followed:
1. Fireworks cannot be discharged any closer than 75 feet from any combustible structure, or no closer than the clearances listed by the fireworks manufacturer.
 2. Fireworks cannot be discharged any closer than 50 feet from any overhead wiring.
 3. Spectators must be positioned no closer than 75 feet from the discharged fireworks or no closer than the clearances recommended by the manufacturer.
- D. Fees shall be as follows:
1. Fees will be in accordance with the fee schedule adopted by the Town Council.

SECTION IV PENALTIES FOR OFFENSE

- A. In addition to any penalties provided in RSA 160-B and RSA 160-C, any person who or entity that violates any of the terms of this ordinance shall be guilty of a violation and subject to a fine in the amount of \$1,000.

ORDER #2014-12

An Order Relative to
THE LICENSING OF A JUNKYARD PURSUANT TO RSA 236

First Reading: 06/16/2014
Second Reading/Public Hearing: 06/16/014
Second Public Hearing: 08/11/2014
Adopted: 08/11/2014

WHEREAS

Edward Dudek, Jr., who resides at 36 Strafford Lane, Londonderry, NH and is the owner of Murrays Auto Recycling, 55 Hall Road, Londonderry, NH desires a license to continue operations of said business; and

WHEREAS

Edward Dudek, Jr. has complied with the requirements of RSA 236; 111-129 and

IT IS THEREFORE ORDERED by the Londonderry Town Council that Edward Dudek, Jr., doing business as Murrays Auto Recycling, be granted a license to operate an auto recycling facility in accordance with RSA 236; 111-129.

Tom Dolan - Chairman
Town Council

(TOWN SEAL)

Sharon Farrell - Town Clerk

A TRUE COPY ATTEST:
08/11/2014







TOWN OF LONDONDERRY
Building, Health & Zoning Enforcement

268 Mammoth Road
Londonderry, New Hampshire 03053
432-1100 ext. 115 Fax: 432-1128

MEMORANDUM

To: Kevin Smith, Town Manager & Town Council
From: Richard G. Canuel, Senior Building Inspector
Date: August 6, 2014
Subject: Murray's Auto Recycling, 55 Hall Rd.

At the June 16, 2014 license renewal hearing the Council agreed to grant an extension period till August 11, 2014 at the request of Mr. Dudek's attorney, with the understanding that he fully complies with all conditions of the license during that time.

Subsequent to the hearing, my letter to Mr. Dudek, dated June 24, 2014, reminded him of the Council's concerns regarding the license condition limiting the hours of operation, the restrictions of the Court Stipulation regarding the parking of equipment in the front lot, and of his obligation to comply with the provisions of the 2000 Stipulation for Decree. That letter is attached for reference.

Since that initial hearing, my office continues to receive reports from neighbors regarding deliveries to the junkyard outside of the established 8am-5pm hours of operation. As of this date, there have been twenty (20) reported late deliveries, of which I have notified Mr. Dudek (notices attached for reference).

Aside from the licensing conditions, a concern was raised regarding a possible wetlands violation and an apparent lack of best management practices (BMP) in the operation of the yard. This was an issue noted by an inspector for the Oil Remediation Project who observed the encroachment of junk debris along the edge of the adjacent wetlands, and questioned whether best management practices were being properly followed. In my follow-up communication with the DES Green Yards Coordinator I was informed that a joint site visit to the junkyard was planned with the DES Wetlands Bureau. As of this date, that inspection has not occurred.

The debris encroachment in question has since been addressed by Mr. Dudek, as evidenced in the attached photos. Once the DES site inspection is conducted we will have a more comprehensive report of any wetlands violations or BMP deficiencies.



TOWN OF LONDONDERRY
Building, Health & Zoning Enforcement

268 Mammoth Road
Londonderry, New Hampshire 03053
432-1100 ext. 115 Fax: 432-1128

June 24, 2014

Mr. Edward Dudek, Jr.
Murray's Auto Recycling
55 Hall Road
Londonderry, NH 03053

Re: Operational Complaints, Murray's Auto Recycling, Map 15 Lot 13

Dear Mr. Dudek:

The purpose of this letter is to inform you that this office continues to receive complaints involving the operation of your junkyard. These are operational activities that are considered a violation of the conditions of your current junkyard license.

Of concern is the continuing practice of parking equipment in the front parking lot, an infraction of which you have been previously notified. In my letter, dated May 15, 2014, you were reminded of the 2000 Stipulation for Decree (99-E-0663 Town of Londonderry vs. Edward Dudek, Jr., et al), wherein the use of the front lot was limited to the specific activities as follows:

3. *The Front Lot shall be used only for: (a) the parking of motor vehicles of the Defendants and their employees who work on the Premises, (b) parking of the personal motor vehicles of customers driven to the Premises by customers and parked in the parking lot only so long as the customers are on the Premises, (c) access and egress of tow trucks and other vehicles delivering junk to or removing junk from the Premises inside the fence, which vehicles shall idle in the Parking Lot only so long as necessary to drive the vehicles inside the fence and, in the case of removal, to check the chains securing the load.*
4. *The Defendants shall not use or permit the use of the Front Lot for any purpose except as set forth in Paragraph 3, including but not limited to the following prohibited uses: (a) Off-loading of junk vehicles from flatbed trucks, tow trucks or any other vehicle, (b) parking of junk vehicles or deposit or storage of other junk, (c) use of the front-end loader of other equipment to unload junk vehicles from tow trucks or other vehicles, (d) use of front-end loader or other equipment to bring crushed vehicle bodies or other junk from within the fence to load trucks for removal from the Premises, (e) parking of front-end loader or other equipment, (f) dismantling or other work on junk vehicles.*

Often, tow trucks and flatbed trucks are parked in the front parking lot. According to the town's legal counsel, the highlighted provisions of the stipulation that appear above prohibit those trucks from being parked in the front lot. During my year-end inspection of the junkyard, on June 6, 2014, I did observe firsthand that two flatbed trucks were in fact parked in the front lot. More recently, this practice was also observed by a member of our Town Council.

Mr. Edward Dudek, Jr.

June 24, 2014

Page 2

Another concern regarding the operation of your junkyard pertains to the hours of operation. As you well know, specific hours were established as one of the conditions of your junkyard license. As stated in Condition #5; ***"The applicant's hours of operation shall be limited to Monday-Friday, 8AM-5PM; Saturday 8AM-5Pm; the applicant is allowed to transact business and perform junkyard operations only during this time."***

This office continues to receive complaints regarding delivery of junk vehicles, the arrival and departure of tow trucks, and other business activities taking place outside of the licensing hours of operation. Again, the arrival of a tow truck and delivery of junk vehicles after the conditional 5 PM closing time was recently observed by a Town Councilor in response to a neighbor's complaint.

As interpreted by the town's legal counsel, the delivery of junk vehicles, and the arrival/departure of tow trucks constitutes "transact[ing] business and perform[ing] junkyard operations, and should therefore only take place during the established hours of operation. The working hours of the junkyard are those hours of operation limited by the conditions of the license, whereas, junkyard operations and activities associated with the operation of the business may only occur between the hours of 8AM and 5PM.

You have been advised by me and by the Town Council during public hearings that the conditions of your license expressly include that you "continue compliance with the terms and conditions established as a result of the 2000 Stipulation for Decree." Similarly, you have been advised that "[a]ny failure to comply with any condition [of your license] shall be grounds for the Town Council to consider revocation of the license."

I am obligated to bring these issues to the attention of the Town Council for their consideration. Considering you have been warned of these same violations in previous notices from this office, including an enforcement action, my report to the Council is not likely to be favorable to your license renewal. Furthermore, the continuance of your license renewal hearing by the Council was granted with the understanding that you would conduct your junkyard operation in conformance with all conditions of your current license. The ongoing infractions, as noted herein, are a blatant disregard for the Council's directive.

Sincerely,



Richard G. Canuel
Senior Building Inspector
Code Enforcement Officer

Cc: Kevin H. Smith, Town Manager
Michael D. Ramsdell, Town Attorney



TOWN OF LONDONDERRY
Building, Health & Zoning Enforcement

268 Mammoth Road
Londonderry, New Hampshire 03053
432-1100 ext. 115 Fax: 432-1128

June 27, 2014

Mr. Edward Dudek, Jr.
Murray's Auto Recycling
55 Hall Road
Londonderry, NH 03053

Re: Operational Complaints, Murray's Auto Recycling, Map 15 Lot 13

Dear Mr. Dudek:

This is to inform you that this office continues to receive complaints of deliveries to the junkyard after hours.

It has been reported that the delivery of junk vehicles occurred on the following dates and times:

June 24, 2014 – 5:50 pm
June 25, 2014 – 5:45 pm
June 26, 2014 – 6:15 pm & 6:50 pm

Once again you are reminded that specific hours were established as one of the conditions of your junkyard license. As stated in Condition #5; ***"The applicant's hours of operation shall be limited to Monday-Friday, 8AM-5PM; Saturday 8AM-5PM; the applicant is allowed to transact business and perform junkyard operations only during this time."***

As you were informed in my previous notice, dated June 24, 2014, the town's legal counsel has interpreted the delivery of junk vehicles, and the arrival/departure of tow trucks constitutes "transact[ing] business and perform[ing] junkyard operations, and should therefore only take place during the established hours of operation. The working hours of the junkyard are those hours of operation limited by the conditions of the license, whereas, junkyard operations and activities associated with the operation of the business may only occur between the hours of 8AM and 5PM.

Be advised, that late deliveries are a violation of the conditions of your junkyard license, and as this activity continues, each day constitutes a separate offense. This matter will be brought to the Council's attention for consideration in the renewal of your license.

Sincerely,

Richard G. Canuel
Senior Building Inspector
Code Enforcement Officer

Cc: Kevin H. Smith, Town Manager
Michael D. Ramsdell, Town Attorney



TOWN OF LONDONDERRY
Building, Health & Zoning Enforcement

268 Mammoth Road
Londonderry, New Hampshire 03053
432-1100 ext. 115 Fax: 432-1128

July 1, 2014

Mr. Edward Dudek, Jr.
Murray's Auto Recycling
55 Hall Road
Londonderry, NH 03053

Re: Operational Complaints, Murray's Auto Recycling, Map 15 Lot 13

Dear Mr. Dudek:

This is to inform you that this office has once again received a complaint regarding the delivery to the junkyard after hours.

It has been reported that the delivery of a junk vehicle occurred on June 30, 2014 at approximately 7:30 PM.

Once again you are reminded that specific hours were established as one of the conditions of your junkyard license. As stated in Condition #5; ***"The applicant's hours of operation shall be limited to Monday-Friday, 8AM-5PM; Saturday 8AM-5PM; the applicant is allowed to transact business and perform junkyard operations only during this time."***

As you were informed in my previous notice, dated June 24, 2014, the town's legal counsel has interpreted the delivery of junk vehicles, and the arrival/departure of tow trucks constitutes "transact[ing] business and perform[ing] junkyard operations, and should therefore only take place during the established hours of operation. The working hours of the junkyard are those hours of operation limited by the conditions of the license, whereas, junkyard operations and activities associated with the operation of the business may only occur between the hours of 8AM and 5PM.

Be advised, that late deliveries are a violation of the conditions of your junkyard license, and as this activity continues, each day constitutes a separate offense. This matter will be brought to the Council's attention for consideration in the renewal of your license.

Sincerely,

Richard G. Canuel
Senior Building Inspector
Code Enforcement Officer

Cc: Kevin H. Smith, Town Manager
Michael D. Ramsdell, Town Attorney



TOWN OF LONDONDERRY
Building, Health & Zoning Enforcement

268 Mammoth Road
Londonderry, New Hampshire 03053
432-1100 ext. 115 Fax: 432-1128

July 15, 2014

Mr. Edward Dudek, Jr.
Murray's Auto Recycling
55 Hall Road
Londonderry, NH 03053

Re: Operational Complaints, Murray's Auto Recycling, Map 15 Lot 13

Dear Mr. Dudek:

This is to inform you that this office has once again received a complaint regarding the delivery to the junkyard after hours.

It has been reported that the delivery of junk vehicles occurred on the following dates and times:

July 3, 2014 – 5:48 pm
July 14, 2014 – 5:42 pm

Once again you are reminded that specific hours were established as one of the conditions of your junkyard license. As stated in Condition #5; ***"The applicant's hours of operation shall be limited to Monday-Friday, 8AM-5PM; Saturday 8AM-5PM; the applicant is allowed to transact business and perform junkyard operations only during this time."***

As you were informed in my previous notice, dated June 24, 2014, the town's legal counsel has interpreted the delivery of junk vehicles, and the arrival/departure of tow trucks constitutes "transact[ing] business and perform[ing] junkyard operations, and should therefore only take place during the established hours of operation. The working hours of the junkyard are those hours of operation limited by the conditions of the license, whereas, junkyard operations and activities associated with the operation of the business may only occur between the hours of 8AM and 5PM

Be advised, that late deliveries are a violation of the conditions of your junkyard license, and as this activity continues, each day constitutes a separate offense. This matter will be brought to the Council's attention for consideration in the renewal of your license.

Sincerely,

Richard G. Canuel
Senior Building Inspector
Code Enforcement Officer

Cc: Kevin H. Smith, Town Manager
Michael D. Ramsdell, Town Attorney



TOWN OF LONDONDERRY
Building, Health & Zoning Enforcement

268 Mammoth Road
Londonderry, New Hampshire 03053
432-1100 ext. 115 Fax: 432-1128

July 18, 2014

Mr. Edward Dudek, Jr.
Murray's Auto Recycling
55 Hall Road
Londonderry, NH 03053

Re: Operational Complaints, Murray's Auto Recycling, Map 15 Lot 13

Dear Mr. Dudek:

This is to inform you that this office has once again received a complaint regarding the delivery to the junkyard after hours.

It has been reported that the delivery of junk vehicles occurred on the following dates and times:

July 15, 2014 – 7:16 pm
July 17, 2014 – 8:10 pm & 8:35 pm

Once again you are reminded that specific hours were established as one of the conditions of your junkyard license. As stated in Condition #5; ***"The applicant's hours of operation shall be limited to Monday-Friday, 8AM-5PM; Saturday 8AM-5PM; the applicant is allowed to transact business and perform junkyard operations only during this time."***

As you were informed in my previous notice, dated June 24, 2014, the town's legal counsel has interpreted the delivery of junk vehicles, and the arrival/departure of tow trucks constitutes "transact[ing] business and perform[ing] junkyard operations, and should therefore only take place during the established hours of operation. The working hours of the junkyard are those hours of operation limited by the conditions of the license, whereas, junkyard operations and activities associated with the operation of the business may only occur between the hours of 8AM and 5PM

Be advised, that late deliveries are a violation of the conditions of your junkyard license, and as this activity continues, each day constitutes a separate offense. This matter will be brought to the Council's attention for consideration in the renewal of your license.

Sincerely,

Richard G. Canuel
Senior Building Inspector
Code Enforcement Officer

Cc: Kevin H. Smith, Town Manager
Michael D. Ramsdell, Town Attorney



TOWN OF LONDONDERRY
Building, Health & Zoning Enforcement

268 Mammoth Road
Londonderry, New Hampshire 03053
432-1100 ext. 115 Fax: 432-1128

July 24, 2014

Mr. Edward Dudek, Jr.
Murray's Auto Recycling
55 Hall Road
Londonderry, NH 03053

Re: Operational Complaints, Murray's Auto Recycling, Map 15 Lot 13

Dear Mr. Dudek:

This is to inform you that this office has once again received a complaint regarding the delivery to the junkyard after hours.

It has been reported that the delivery of junk vehicles occurred on the following dates and times:

July 18, 2014 – 7:49 pm
July 21, 2014 – 6:20 pm & 8:46 pm
July 22, 2014 – 5:40 pm

Once again you are reminded that specific hours were established as one of the conditions of your junkyard license. As stated in Condition #5; ***"The applicant's hours of operation shall be limited to Monday-Friday, 8AM-5PM; Saturday 8AM-5PM; the applicant is allowed to transact business and perform junkyard operations only during this time."***

As you were informed in my previous notice, dated June 24, 2014, the town's legal counsel has interpreted the delivery of junk vehicles, and the arrival/departure of tow trucks constitutes "transact[ing] business and perform[ing] junkyard operations, and should therefore only take place during the established hours of operation. The working hours of the junkyard are those hours of operation limited by the conditions of the license, whereas, junkyard operations and activities associated with the operation of the business may only occur between the hours of 8AM and 5PM

Be advised, that late deliveries are a violation of the conditions of your junkyard license, and as this activity continues, each day constitutes a separate offense. This matter will be brought to the Council's attention for consideration in the renewal of your license.

Sincerely,

Richard G. Canuel
Senior Building Inspector
Code Enforcement Officer

Cc: Kevin H. Smith, Town Manager
Michael D. Ramsdell, Town Attorney



TOWN OF LONDONDERRY
Building, Health & Zoning Enforcement

268 Mammoth Road
Londonderry, New Hampshire 03053
432-1100 ext. 115 Fax: 432-1128

July 30, 2014

Mr. Edward Dudek, Jr.
Murray's Auto Recycling
55 Hall Road
Londonderry, NH 03053

Re: Operational Complaints, Murray's Auto Recycling, Map 15 Lot 13

Dear Mr. Dudek:

This is to inform you that this office has once again received a complaint regarding the delivery to the junkyard after hours.

It has been reported that the delivery of junk vehicles occurred on the following dates and times:

July 24, 2014 – 6:36 pm & 7:03 pm
July 29, 2014 – 6:09 pm

Once again you are reminded that specific hours were established as one of the conditions of your junkyard license. As stated in Condition #5; ***"The applicant's hours of operation shall be limited to Monday-Friday, 8AM-5PM; Saturday 8AM-5PM; the applicant is allowed to transact business and perform junkyard operations only during this time."***

As you were informed in my previous notice, dated June 24, 2014, the town's legal counsel has interpreted the delivery of junk vehicles, and the arrival/departure of tow trucks constitutes "transact[ing] business and perform[ing] junkyard operations, and should therefore only take place during the established hours of operation. The working hours of the junkyard are those hours of operation limited by the conditions of the license, whereas, junkyard operations and activities associated with the operation of the business may only occur between the hours of 8AM and 5PM

Be advised, that late deliveries are a violation of the conditions of your junkyard license, and as this activity continues, each day constitutes a separate offense. This matter will be brought to the Council's attention for consideration in the renewal of your license.

Sincerely,

Richard G. Canuel
Senior Building Inspector
Code Enforcement Officer

Cc: Kevin H. Smith, Town Manager
Michael D. Ramsdell, Town Attorney



TOWN OF LONDONDERRY
Building, Health & Zoning Enforcement

268 Mammoth Road
Londonderry, New Hampshire 03053
432-1100 ext. 115 Fax: 432-1128

August 5, 2014

Mr. Edward Dudek, Jr.
Murray's Auto Recycling
55 Hall Road
Londonderry, NH 03053

Re: Operational Complaints, Murray's Auto Recycling, Map 15 Lot 13

Dear Mr. Dudek:

This is to inform you that this office has once again received a complaint regarding the delivery to the junkyard after hours.

It has been reported that the delivery of junk vehicles occurred on the following dates and times:

July 30, 2014 – 5:50 pm
August 4, 2014 – 5:45 pm & 6:00 pm

Once again you are reminded that specific hours were established as one of the conditions of your junkyard license. As stated in Condition #5; ***"The applicant's hours of operation shall be limited to Monday-Friday, 8AM-5PM; Saturday 8AM-5PM; the applicant is allowed to transact business and perform junkyard operations only during this time."***

As you were informed in my previous notice, dated June 24, 2014, the town's legal counsel has interpreted the delivery of junk vehicles, and the arrival/departure of tow trucks constitutes "transact[ing] business and perform[ing] junkyard operations, and should therefore only take place during the established hours of operation. The working hours of the junkyard are those hours of operation limited by the conditions of the license, whereas, junkyard operations and activities associated with the operation of the business may only occur between the hours of 8AM and 5PM

Be advised, that late deliveries are a violation of the conditions of your junkyard license, and as this activity continues, each day constitutes a separate offense. This matter will be brought to the Council's attention for consideration in the renewal of your license.

Sincerely,

Richard G. Canuel
Senior Building Inspector
Code Enforcement Officer

Cc: Kevin H. Smith, Town Manager
Michael D. Ramsdell, Town Attorney

ORDER #2014-22

An Order Relative to

EXPENDITURE OF

MAINTENANCE TRUST FUNDS FOR VARIOUS PROJECTS

Reading: 10/06/2014

Adopted: 10/06/2014

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 \$3,458.46 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 \$3,458.46 from the Expendable Maintenance Trust Fund for the aforementioned repairs and improvements.

Tom Dolan, Chairman
Town Council

Sharon Farrell
Town Clerk

A TRUE COPY ATTEST:
10/06/2014

**Expendable Maintenance Trust TC Order Request
for Town Council Meeting *10/6/14***

| Description | Vendor | Amount |
|---|----------------------------------|--------------------|
| <u>Town Hall - Addition of Lighting in Attic/GFI Outlets Repair</u> Permanent lighting was not installed in the attic section, meaning flashlights were the only source for lighting. This made an unsafe condition to anyone needing to investigate an issue or making any necessary repairs. This EMTF request is for the materials/labor to install lighting at each of the 3 entrance doors leading into the attic area. In addition, we had several defective GFIs throughout Town Hall, this EMTF request also includes the materials/labor to repair these devices. | ARS - Invoice # 1041 | \$ 1,514.46 |
| | EMTF Request Amount | \$ 1,514.46 |
| <u>Town Hall - Dry System Pipe Replacement</u> Replacement of 60' of 1 1/2" SCH 10 Black Iron that had rotted through & leaking, with 1 1/2" Galvanized pipe. This EMTF request is for the labor/materials to replace a section of the Dry System piping in the attic. | ASAP Sprinkler - Invoice #003879 | \$ 1,944.00 |
| | EMTF Request Amount | \$ 1,944.00 |
| Total Town Council EMTF Order | | \$ 3,458.46 |

Doyle Easement Purchase

PURCHASE AND SALE AGREEMENT

This Agreement is made this ___ day of _____ 2014, by and between Leah R. Doyle of 22 Kimball Pond Road, Londonderry, New Hampshire 03053 (hereinafter "Seller"), and the Town of Londonderry, a New Hampshire municipal corporation, with an address of 268B Mammoth Road, Londonderry, New Hampshire 03053 (hereinafter "Buyer").

In consideration of the mutual promises and undertaking set forth below, the parties agree as follows:

1. **CONVEYANCE AGREEMENT AND DESCRIPTION OF ALL REAL ESTATE:**

The Town of Londonderry, acting through its Conservation Commission, desires and agrees to purchase a conservation easement over the premises owned by the Grantor, with any buildings, fixtures and improvements thereon, and all appurtenant easements thereto, if any, located at 18 Kimball Pond Road, Londonderry, New Hampshire 03053, and further identified in the Town of Londonderry Tax Records as Tax Map 11, Lot 33, consisting of approximately 26 acres, and shown on a plan entitled "Tax Map 11 Lot 33 Subdivision Plan of Land of the Estate of Ida L. Watts, Kimball & Watts Roads, Londonderry, New Hampshire," T.F. Moran, Inc., dated October 7, 1999, last revised January 10, 2000 recorded at the Rockingham County Registry of Deeds as Plan 28020 (hereinafter the "Property"). Seller desires and agrees to sell a conservation easement over said Property. See Appendix A for complete easement description.

PURCHASE PRICE: The purchase price for the Property shall be \$395,000.00, to be paid at closing in the form of a check drawn on the Town of Londonderry.

2. **CLOSING AND TRANSFER OF TITLE:** Closing shall occur at the offices of the Town of Londonderry, New Hampshire, on or before December 31, 2014. At that time, the Grantors shall supply a properly executed Conservation Easement Deed, with warranty covenants.

3. **REAL ESTATE COMMISSIONS:**

The parties agree that there is no real estate agent entitled to a commission in this transaction, and that each Party agrees to indemnify the other against claims for such a commission by persons claiming by or through such indemnifying Party.

4. **CONTINGENCIES:**

Performance under this agreement is specifically conditioned on the following:

a. The purchase of this easement interest in the premises identified herein shall be subject to public hearings and votes to authorize the expenditure of funds and accept the conservation easement over the premises by both the Conservation Commission and the Town of Londonderry Town Council, and should either fail to vote to approve the purchase of the easement interest, this agreement shall be considered null and void, and the Buyer shall not be bound by its terms.

b. During the term of this Purchase and Sale Agreement, the Grantor shall not alter the Property in any way, including, but not limited to the harvesting of timber, excavation of earth, or construction of improvements.

c. Buyer may cause title to the real property to be examined at Buyer's expense. Title must be good and marketable, and there shall be no liens against the property, except liens to be satisfied out of proceeds of the sale, and there shall be no easements on the property that would interfere with the preservation of the property as open space, and for conservation and recreational purposes. In the event that the title examination is not satisfactory to Buyer, then this Purchase and Sale Agreement shall be considered, null, void and of no force and effect, at the option of the Buyer.

d. Prior to the date of closing, Buyer, or Buyer's representatives, shall have the right to enter the Property for the purpose of performing inspections and tests. All such inspections

and tests shall be conducted at the sole expense of the Buyer. Buyer shall have the right to have the Property surveyed, to test for environmental matters, to conduct engineering inspections, to review zoning matters, market conditions, financial matters and any or all other matters Buyer deems relevant to its purchase. If Buyer, in its sole opinion, is not satisfied with any of such tests or inspections for any reason, or if the Property is not in compliance with any applicable laws, regulations, codes or ordinances, Buyer may, at its option, terminate this agreement by providing written notice to the Seller on or before thirty (30) days prior to the date of closing, in which event this agreement will be null and void.

5. **TIME OF THE ESSENCE:**

Time shall be of the essence of this agreement.

6. **ASSIGNMENT:**

No assignment of this agreement or any right accruing under this agreement shall be made, in whole or in part, by either party, without the prior written consent of the other party.

7. **BINDING ON SUCCESSORS:**

This agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, estates, successors and assigns of Buyer and Grantor.

8. **INTERPRETATION:**

This agreement shall be interpreted under the laws of the State of New Hampshire.

9. **CAPTIONS:**

The captions used herein are for convenience only, are not part of this agreement, and shall not be used in construing it.

10. **GENDER:**

Reference herein to the masculine shall be deemed to include the feminine and reference to the singular shall be deemed to include the plural, where the context so requires or permits.

11. **ENTIRE AGREEMENT:**

This agreement contains all the terms and conditions of this sale and any oral representations made by either party prior to the signing of this agreement are null and void. This agreement may only be modified by a written instrument.

12. **COUNTERPARTS:**

This agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall be one and the same instrument.

13. **NOTICES:**

All notices or other documents under this agreement shall be in writing and delivered personally or mailed by certified mail, return receipt requested, postage prepaid, and addressed to the parties at the addresses first stated.

NOTE: This is a legal document that creates certain binding obligations. If you do not understand it, consult an attorney before signing.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Witness

Leah R. Doyle

TOWN OF LONDONDERRY, by:

Witness

Kevin Smith, Londonderry Town Manager
(Duly Authorized)

**THIS IS A TRANSFER TO
AN INSTRUMENTALITY
OF THE STATE AND IS
EXEMPT FROM THE NEW
HAMPSHIRE REAL
PROPERTY TRANSFER
TAX PURSUANT TO RSA
78-B:2, I. THIS TRANSFER
IS ALSO EXEMPT FROM
THE LCHIP SURCHARGE
PURSUANT TO RSA 478:17-
g, II(a).**

CONSERVATION EASEMENT DEED

Leah R. Doyle, single, of 22 Kimball Road, Town of Londonderry, County of Rockingham, State of New Hampshire, (hereinafter referred to as the "Grantor", which word where the context requires includes the plural and shall, unless the context clearly indicates otherwise, include the Grantor's executors, administrators, legal representatives, devisees, heirs, successors and assigns),

for consideration paid, with WARRANTY covenants, grants in perpetuity to

the **TOWN OF LONDONDERRY**, a New Hampshire municipal corporation, situated in the County of Rockingham, State of New Hampshire, acting through its Conservation Commission pursuant to NH RSA 36-A:4, with a mailing address of 268 B, Mammoth Road, Londonderry, New Hampshire, 03053, (hereinafter referred to as the "Grantee" which shall, unless the context clearly indicates otherwise, include the Grantee's successors and assigns),

the Conservation Easement (herein referred to as the "Easement") hereinafter described with respect to that certain parcel of land (herein referred to as the "Property") with any and all buildings, structures, and improvements thereon, consisting of approximately 26.338 acres, situated on Kimball Road in the Town of Londonderry, County of Rockingham, State of New Hampshire, shown on a plan entitled "Tax Map 11 Lot 33 Subdivision Plan of Land of the Estate of Ida L. Watts, Kimball & Watts Roads, Londonderry, New Hampshire," T.F. Moran, Inc., dated October 7, 1999, /last revised January 10, 2000, recorded at the Rockingham County Registry of Deeds (hereafter "Plan") as Plan 28020, more particularly bounded and described in Appendix "A" attached hereto and made a part hereof.

The Property includes the following recreational, natural habitat, open space, scenic, forestry, agricultural, water supply, and conservation attributes protected by the terms of this Easement:

* 1,030 feet of undeveloped, scenic frontage along Kimball Road;

- * An existing woods road that provides connectivity to the Granite Ridge Energy conservation easement;
- * 10 acres of pasture, 600 feet of perennial stream frontage, 960 feet of intermittent stream frontage, 10 acres of mixed pine and hardwood forest;
- * Enhancement and enlargement of 29 acres of protected land adjacent to the Property, namely the Granite Ridge Energy conservation easement, which in turn provides access to the 1,000 acre Musquash Conservation Area; this Easement creates one contiguous block of unfragmented habitat containing acres;
- * The entirety of the Property consists of soils in highest suitability category (Group I) for forest products, as determined by the U.S. Natural Resources Conservation Service;
- * The property is surrounded by development on the north, east and south and can be developed easily due to its upland soils.

The conservation attributes and present conditions of the Property are further described and set forth in a Baseline Documentation Report which is on file with the Grantee.

1. **PURPOSES**

Because of the above described conservation attributes, the Easement hereby granted is pursuant to NH RSA 477:45-47, exclusively for the following conservation Purposes (herein referred to as the “Purposes”) for the public benefit:

- A. The protection of the natural habitat or ecosystem of the Property; and
- B. The conservation of open spaces, particularly the conservation of the productive farm and forest land of which the Property consists, protection of the Property’s agricultural soils, and the long-term protection of the Property’s capacity to produce economically valuable agricultural and forestry products; and
- C. The scenic enjoyment of the general public; and
- D. The protection of the Property for outdoor recreation by and/or the education of the general public; and
- E. The protection of the quality and availability of ground water and surface water resources on and under the Property; and
- F. The continuation of Londonderry’s long tradition of equine husbandry.

The above Purposes are consistent with the clearly delineated open space conservation goals and/or objectives as stated in the 2004 Master Plan of the Town of Londonderry, which recommends: “Continue to protect working agriculture from development. Agriculture is an important component of Londonderry’s history and rural character. As such, the protection of working agricultural operations has been a long-term town goal for several years. The town’s efforts to protect these areas should continue and be an essential component of the

aforementioned Open Space Plan Update. Particular focus should be given to those agricultural operations in areas under significant growth pressures."

and consistent with New Hampshire RSA Chapter 79-A:1 "Declaration of Public Interest," which states: "It is hereby declared to be in the public interest to encourage the preservation of open space, thus providing a healthful and attractive outdoor environment for work and recreation of the state's citizens, maintaining the character of the state's landscape, and conserving the land, water, forest, agricultural and wildlife resources;" and which also states, relative to 26 acres of the Property being enrolled in the Current Use Assessment Program: "It is further declared to be in the public interest to prevent the loss of open space due to property taxation at values incompatible with open space usage. Open space land imposes few if any costs on local government and is therefore an economic benefit to its citizens. The means for encouraging preservation of open space authorized by this chapter is the assessment of land value for property taxation on the basis of current use."

All of these Purposes are consistent and in accordance with the U.S. Internal Revenue Code, Section 170(h).

2. **USE LIMITATIONS** (Subject to the Section "Reserved Rights of Grantor" below)

The Property shall be maintained in perpetuity as open space subject to the following use limitations:

A. There shall not be conducted on the Property any industrial or commercial activities, except agriculture and forestry (including timber harvesting) as described below, and provided that the productive capacity of the Property to yield forest and/or agricultural crops shall not be degraded by on-site activities.

i. For the purposes of this Easement, "agriculture" shall include but not be limited to: animal husbandry, floriculture, and horticulture activities; the production of plant and animal products for domestic or commercial purposes; the growing of food crops; the construction of roads or other accessways for the purpose of removing agricultural products from the Property; and the processing and sale of products produced on the Property (such as pick-your-own fruits and vegetables).

For the purposes of this Easement, "forestry" shall include but not be limited to: the growing, stocking, cutting, and sale of Christmas trees or forest trees of any size capable of producing timber or other forest products; the construction of roads or other accessways for the purpose of removing forest products from the Property; and the processing and sale of products produced on the Property (such as firewood and maple syrup).

ii. Any agriculture other than forage crops for industrial or commercial purposes shall be performed, to the extent reasonably practicable, in accordance with a written, coordinated management plan for the sites and soils of the Property. Said agriculture shall not be detrimental to the Purposes of this Easement, nor materially impair the

scenic quality of the Property as viewed from public roads or public trails. Said agricultural management activities shall be in accordance with the then-current scientifically based practices recommended by the University of New Hampshire's Cooperative Extension, by the U.S. Department of Agriculture's Natural Resources Conservation Service, by the New Hampshire Department of Agriculture, Markets, and Food, including but not limited to recommended practices in said NH Department's "Manual of Best Management Practices (BMPs) for Agriculture in New Hampshire" last revised June 2011 and as may be revised, updated, or superseded from time to time, or by other governmental natural resource conservation and management agencies then active.

iii. Forestry for industrial or commercial purposes on the Property shall be performed, to the extent reasonably practicable, in accordance with a coordinated written management plan for the sites and soils of the Property. Said forestry activities shall be in accordance with the then current scientifically based practices recommended by the University of New Hampshire Cooperative Extension, U.S. Natural Resources Conservation Service, or by other successor governmental natural resource conservation and management agencies then active. Management activities shall not materially impair the scenic quality of the Property as viewed from public waterways, great ponds, public roads, or public trails.

- B. The Property shall not be subdivided, and none of the tracts which together may comprise the Property shall be conveyed separately from one another, except that the lease of any portion of the Property for any use permitted by this Easement shall not violate this provision.
- C. No structure or improvement shall be constructed, placed, or introduced onto the Property, except for structures and improvements which are: i) necessary in the accomplishment of the agricultural, forestry, conservation, habitat management, or noncommercial outdoor recreational uses of the Property and which may include but not be limited to roads, trails, dams, fences, utility lines, bridges, culverts, barns, maple sugar houses, farmstands, ponds or sheds; and ii) not detrimental to the Purposes of this Easement. The Grantor shall provide the Grantee with forty-five (45) days' written notice prior to any construction of a permitted structure with a footprint exceeding two thousand (2,000) square feet. Notwithstanding the above, there shall not be constructed, placed, or introduced onto the Property any of the following structures or improvements: dwelling, residence, cabin, residential driveway, any portion of a septic system, tennis court, swimming pool, athletic field, golf course, storage trailer, or aircraft landing area.
- D. No removal, filling, or other disturbances of soil surface, nor any changes in topography, surface or subsurface water systems, wetlands, or natural habitat shall be allowed unless such activities:
- i. are commonly necessary in the accomplishment of the agricultural, forestry, conservation, habitat management, or noncommercial outdoor recreational uses of the

Property; and

- ii. do not harm state or federally recognized rare, threatened, or endangered species, or exemplary natural communities, such determination of harm to be based upon information from the New Hampshire Natural Heritage Bureau, the New Hampshire Fish and Game Department, or the agency then recognized by the State as having responsibility for identification and/or conservation of such species and/or natural communities; and
- iii. are carried out, to the extent reasonably practicable, in accordance with then-current, generally accepted best management practices as referenced in Sections 2.A.ii. and iii. above; and
- iv. are not detrimental to the Purposes of this Easement.

Prior to commencement of any such activities, the Grantor shall secure all necessary federal, state, local, and other governmental permits and approvals.

- E. No outdoor advertising structures shall be displayed on the Property except as desirable or necessary in the accomplishment of the agricultural, forestry, conservation, or noncommercial outdoor recreational uses of the Property, or as necessary for public safety, and in any case provided such structures are not detrimental to the Purposes of this Easement. No sign on the Property shall exceed sixteen (16) square feet in size, and no sign shall be artificially illuminated.
- F. There shall be no mining, quarrying, excavation, or removal of rocks, minerals, gravel, sand, topsoil, or other similar materials on the Property, except in connection with any improvements made pursuant to and consistent with the provisions of Sections 2.A., C., D., or E., above. No such rocks, minerals, gravel, sand, topsoil, or other similar materials shall be removed from the Property.
- G. There shall be no dumping, disposal, injection, burning, or burial on the Property of man-made materials or materials then known to be environmentally hazardous.
- H. No rights-of-way or easements of ingress or egress in favor of any third party shall be created or developed into, on, over, or across the Property without the prior written approval of the Grantee, except those of record as of the execution of this Easement and those specifically permitted in the provisions of this Easement.
- I. The Property shall not be used to satisfy the density, open space, frontage, setback, or other requirements of any applicable zoning ordinance, subdivision regulation, or other land use regulation of any governmental unit with respect to the development of any other property. Notwithstanding the provisions of the immediately preceding sentence, said regulations shall not include those governing N.H. Current Use Assessment under RSA 79-A as may be amended from time to time.

- J. The Property shall not be posted against, and the Grantor shall keep access to and use of the forested portions of the Property open to the public for, such non-motorized, non-wheeled, pedestrian non-commercial, outdoor recreational and outdoor educational purposes as will have minimal impact on the Property, such as but not limited to hiking, wildlife nature observation, cross-country skiing, fishing, but the Grantor shall not be required to keep the Property open to the public for camping or hunting. However, the Grantee shall be under no duty to supervise said access, use, or purpose.

The intent of the Grantor and Grantee is to permit all other uses of the Property that are not inconsistent with the Purposes of this Easement, such inconsistency as determined by the Grantee, and that are not expressly prohibited herein.

3. **RESERVED RIGHTS OF GRANTOR**

- A. **Posting of Property Against Public Access:** The Grantor reserves the right to post portions of the Property against public access to: agricultural cropland during the planting, growing, or harvesting season; lands actively used by livestock; barns and other agricultural structures; and forestland during establishment of plantations, harvesting, or other active forest management operations such as planting and thinning of trees and construction or maintenance of woods roads.

4. **NOTIFICATION OF TRANSFER, TAXES, & MAINTENANCE**

- A. The Grantor agrees to notify the Grantee in writing within ten (10) days of the transfer of title to the Property including any change in Trustee for Property held in trust.
- B. The Grantee shall be under no obligation to maintain the Property or pay any taxes or assessments thereon.

5. **BENEFITS & BURDENS**

The burden of the Easement conveyed hereby shall run with the Property and shall be enforceable against all future owners and tenants in perpetuity. The benefits of this Easement shall not be appurtenant to any particular parcel of land but shall be in gross and assignable or transferable only to the State of New Hampshire, the U.S. Government, or any subdivision of either of them, consistent with Section 170(c)(1) of the U.S. Internal Revenue Code of 1986, as amended, or to any qualified organization within the meaning of Section 170(h)(3) of said Code, which organization: has among its purposes the conservation and preservation of land and water areas; agrees to and is capable of protecting the conservation purposes of this Easement; and has the resources to enforce the restrictions of this Easement. Any such assignee or transferee shall have like power of assignment or transfer.

6. **AFFIRMATIVE RIGHTS OF GRANTEE**

- A. The Grantee shall have reasonable access to the Property and all of its parts for such

inspection as is necessary to determine compliance with and to enforce this Easement and exercise the rights conveyed hereby and fulfill the responsibilities and carry out the duties assumed by the acceptance of this Easement.

- B. To facilitate such inspection and to identify the Property as conservation land protected by the Grantee, the Grantee shall have the right to place signs, each of which shall not exceed twenty-four (24) square inches in size, along the Property's boundaries.
- C. The Grantee shall have the rights to post, and to authorize others to post, the Property against or otherwise limit public access only with the consent of the Grantor and only if such access is shown to degrade the conservation attributes of the Property, to be inconsistent with the Purposes of this Easement, or to threaten public safety.

7. RESOLUTION OF DISAGREEMENTS

- A. The Grantor and the Grantee desire that issues arising from time to time concerning the interpretation of the provisions of the Easement, or any use or activity on the Property, will first be addressed through candid and open communication between the parties rather than unnecessarily formal or adversarial action. Therefore, the Grantor and the Grantee agree that if either party becomes concerned whether any proposed or actual use, activity, or failure to take action (which together for the purposes of this Section, "Resolution of Disagreements," shall be referred to as the "Activity") complies with the provisions of this Easement, wherever reasonably possible the concerned party shall notify the other party of the perceived or potential problem, and the parties shall explore the possibility of reaching an agreeable resolution by informal dialogue.
- B. If informal dialogue does not resolve a disagreement regarding the Activity, and if the Grantor agrees not to proceed or continue with the Activity pending resolution of the disagreement concerning the Activity, either party may refer the disagreement to mediation by written notice to the other. Within ten (10) days of the delivery of such a notice, the parties shall agree on a single impartial mediator. Mediation shall be conducted in Concord, New Hampshire, or such other location as the parties shall agree. Each party shall pay its own legal fees and other associated costs, and the costs of mediation shall be split equally between the parties.
- C. If the parties cannot agree upon the selection of a mediator, if all parties agree to bypass mediation, if any party refuses to participate in or continue with mediation, or if the parties are unable to resolve the disagreement, the disagreement shall be submitted to binding arbitration in accordance with New Hampshire RSA 542 as may be amended from time to time. The Grantor and the Grantee shall each choose an arbitrator within twenty (20) days of the delivery of written notice from either party referring the matter to arbitration. The arbitrators so chosen shall in turn choose a third arbitrator within twenty (20) days of the selection of the second arbitrator. The arbitrators so chosen shall forthwith set as early a hearing date as is practicable, which they may postpone only for good cause shown. The arbitration hearing shall be conducted in Concord, New Hampshire, or such other location as the parties shall agree. A decision by two of the

three arbitrators, made as soon as practicable after submission of the matter, shall be binding upon the parties and shall be enforceable as part of this Easement. Each party shall pay its own legal fees and other associated costs, and the costs of arbitration shall be split equally between the parties.

- D. Notwithstanding the availability of mediation and arbitration to address disagreements concerning the compliance of any Activity with the provisions of this Easement, if the Grantee believes that some use, activity, or failure to take action of the Grantor or of a third party is causing irreparable harm or damage to the Property, or creates an imminent threat of same, the Grantee may seek a temporary restraining order, preliminary injunction or other form of equitable relief from any court of competent jurisdiction to: cause the cessation of any such damage or harm or threat of same; enforce the terms of this Easement; enjoin any violation by permanent injunction; and require the restoration of the Property to its condition prior to any breach.

8. **BREACH OF EASEMENT – GRANTEE’S REMEDIES**

- A. If the Grantee determines that a violation or breach of this Easement has occurred (which together shall hereinafter be referred to as “breach”), the Grantee shall notify the Grantor in writing of such breach and demand corrective action to cure the breach and, where the breach involves damage, disturbance, or harm (hereinafter referred to as “damage”) to the Property, to restore the portion of the Property so damaged to its prior condition.
- B. The Grantor shall, within thirty (30) days after receipt of such notice or after otherwise learning of such breach, undertake those actions, including restoration, which are reasonably calculated to cure swiftly said breach and to repair any damage. The Grantor shall promptly notify the Grantee of its actions taken hereunder.
- C. If the Grantor fails to perform its obligations under the immediately preceding paragraph B. above, or fails to continue diligently to cure any breach until finally cured, the Grantee may undertake any actions, in the Grantor’s name, that are reasonably necessary to repair any damage or to cure such breach, including an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, and to require the restoration of the Property to the condition that existed prior to any such damage.
- D. If the Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to any conservation attribute of the Property, the Grantee may pursue its remedies under this Section, “Breach of Easement...,” without prior notice to the Grantor or without waiting for the period provided for cure to expire.
- E. The Grantee shall be entitled to recover damages from the party directly or primarily responsible for the breach or for damage to any conservation attributes protected hereby, including, but not limited to, damages for the loss of scenic, aesthetic, or environmental attributes of the Property. Without limiting the Grantor’s liability therefor, the Grantee,

in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property.

- F. The Grantee's rights under this Section, "Breach of Easement...", are in addition to the provisions of the Section, "Resolution of Disagreements," which section shall also apply to any disagreement that may arise with respect to activities undertaken in response to a notice of breach and the exercise of the Grantee's rights hereunder.
- G. The Grantor and the Grantee acknowledge and agree that should the Grantee determine, in its sole discretion, that conservation attributes protected by this Easement are in immediate danger of irreparable damage, the Grantee may seek the injunctive relief described in the third paragraph of this Section, "Breach of Easement...", both prohibitive and mandatory, in addition to such other relief to which the Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. The Grantee's remedies described in this Section, "Breach of Easement...", shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.
- H. Provided that the Grantor is directly or primarily responsible for the breach, all reasonable costs incurred by the Grantee in enforcing the terms of this Easement against the Grantor, including, without limitation, staff and consultant costs, reasonable attorneys' fees and costs and expenses of suit, and any costs of restoration necessitated by the Grantor's breach of this Easement shall be borne by the Grantor; and provided further, however, that if the Grantor ultimately prevails in an enforcement action, each party shall bear its own costs. Notwithstanding the foregoing, if the Grantee initiates litigation against the Grantor to enforce this Easement, and if the court determines that the litigation was initiated without reasonable cause or in bad faith, then the court may require the Grantee to reimburse the Grantor's reasonable costs and reasonable attorney's fees in defending the action.
- I. Forbearance by the Grantee to exercise its rights under this Easement in the event of any breach of any term hereof by the Grantor shall not be deemed or construed to be a waiver by the Grantee of: such term or any subsequent breach of the same; any other term of this Easement; or any of the Grantee's rights hereunder. No delay or omission by the Grantee in the exercise of any right or remedy upon any breach by the Grantor shall impair such right or remedy or be construed as a waiver. The Grantor hereby waives any defense of laches or estoppel.
- J. Nothing contained in this Easement shall be construed to entitle the Grantee to bring any action against the Grantor for any damage to, or change in, the Property, or to any person, resulting from causes beyond the Grantor's control, including, but not limited to, unauthorized actions by third parties, natural disasters such as fire, flood, storm, disease, infestation and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant damage to the Property or to any person resulting from such causes. The Grantee and the Grantor reserve the right,

separately or collectively, to pursue all legal and/or equitable remedies, as set forth in this Section, "Breach of Easement...", against any third party responsible for any actions inconsistent with the provisions of this Easement, and, further, prior to either party taking any such separate action, the Grantee and Grantor shall first discuss with one another opportunities for taking collective action.

9. **NOTICES**

All notices, requests and other communications, required to be given under this Easement shall be in writing, except as otherwise provided herein, and shall be delivered in hand or sent by certified mail, postage prepaid, return receipt requested, or by prepaid overnight delivery service providing a signed receipt for delivery, to the appropriate address set forth above or at such other address as the Grantor or the Grantee may hereafter designate by notice given in accordance herewith. Notice shall be deemed to have been given when so delivered or so mailed.

10. **SEVERABILITY**

If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid by a court of competent jurisdiction, by confirmation of an arbitration award or otherwise, the remainder of the provisions of this Easement or the application of such provision to persons or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby.

11. **HOLD HARMLESS**

The Grantor agrees to release, hold harmless, defend and indemnify the Grantee from any and all liabilities including, but not limited to, injuries, losses, damages, judgments, costs, expenses and fees which the Grantee may suffer or incur as a result of, arising out of, or connected with: (i) the activities of the Grantor or any other person on the Property, other than those caused by the negligent acts or acts of misconduct by the Grantee; or (ii) violation or alleged violation of, or other failure to comply with, any state, federal or local law, regulation or requirement by any person, other than the Grantee, in any way affecting, involving, or relating to the Property.

12. **ENVIRONMENTAL RESPONSIBILITIES**

Nothing in this Easement shall be construed as giving any right or ability to Grantee to exercise physical or managerial control of any of Grantor's activities on the Property, except for Grantee's rights and responsibilities related to the monitoring of the Property and enforcement of this Easement, or otherwise to become an operator with respect to the Property within the meaning of the Comprehensive Environmental Response Compensation and Liability Act of 1980 as amended ("CERCLA"), or of any other federal, state, or local law or regulation making operators of property responsible for remediation of contamination.

13. **EXTINGUISHMENT & CONDEMNATION**

- A. **Extinguishment.** If circumstances arise in the future such as render the Purposes of this Easement impossible or impracticable to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. The amount of the proceeds to which Grantee shall be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such judicial termination or extinguishment, shall be determined in accordance with Section 13.C. below. In making this grant of Easement, Grantor has considered and acknowledges the possibility that uses prohibited by the terms of this Easement may become more economically viable than the uses specifically reserved by Grantor pursuant to this Easement. It is the intent of both Grantor and Grantee that any such change in economic conditions shall not be deemed to be circumstances justifying the termination or extinguishment of this Easement pursuant to this Section.
- B. **Condemnation.** If all or any part of the Property is taken, in whole or in part, by exercise of the power of eminent domain or is acquired by purchase in lieu of condemnation, whether by public, corporate or other authority, so as to terminate this Easement, in whole or in part, Grantor and Grantee shall act jointly to recover the full value of their interests in the Property subject to the taking or in lieu purchase and to recover all direct or incidental damages resulting therefrom. All expenses reasonably incurred by Grantor and Grantee in connection with the taking or in lieu purchase shall be paid out of the amount recovered. The amount of the proceeds to which the Grantee shall be entitled, after payment of any expenses, shall be determined in accordance with Section 13.C. below.
- C. **Valuation.** This Easement constitutes a real property interest immediately vested in Grantee, which, for the purposes of Sections 13.A. and 13.B. above, shall have a fair market value which shall be determined as follows:
- (i) **If the Grantor claims a charitable contribution deduction,** that value determined by multiplying (1) the fair market value of the Property without deduction for the value of this Easement as of the time of said extinguishment or condemnation, by (2) the ratio of the value of the Easement at the time of this grant to the value of the Property at the time of this grant without deduction for the value of this Easement, those values being those used to calculate the deduction for federal income or estate tax purposes allowable by reason of this grant, pursuant to the IRS Code Section 170(h) or 2055(f), determined by an appraisal report which shall be prepared by a qualified appraiser on behalf of the Grantor and which the Grantor shall submit to the Grantee. For the purposes of this Section 13, the ratio of the value of the Easement to the value of the Property unencumbered by this Easement shall remain constant. Any increase in value attributable to improvements made after the effective date of this Easement shall accrue to such of the Grantor and Grantee that made the improvement(s).

- (ii) **If the Grantor does not claim a charitable contribution deduction**, that value determined by an appraisal prepared by a qualified appraiser as of the time of said extinguishment or condemnation.

The balance of the amount recovered under Section 13.A. or 13.B. above, after payment of any expenses, shall be divided between the Grantor and the Grantee in proportion to the value of their respective interests in that part of the Property extinguished or condemned as determined pursuant to this Section 13.C.(i) or (ii) as the case may be.

D. Application of Proceeds. Grantee shall use any proceeds received under the circumstances described in this Section 13 in a manner consistent with the conservation Purposes of this Easement.

14. ADDITIONAL EASEMENT

Should the Grantor determine that the expressed Purposes of this Easement could better be effectuated by the conveyance of an additional easement, the Grantor may execute an additional instrument to that effect, provided that: the conservation purposes of this Easement are not diminished thereby; a public agency or qualified organization described in the Section "Benefits & Burdens," above, accepts and records the additional easement; and Grantor has given advance written notice, including copy of proposed additional easement, to Grantee at least sixty (60) days prior to execution.

15. AMENDMENT

If, owing to unforeseen or changed circumstances, Grantor and Grantee agree that an amendment to, or modification of, this Easement would be appropriate and desirable, Grantor and Grantee may jointly amend this Easement pursuant to: the provisions and limitations of this section; the then-current amendment policies of the Grantee; and applicable state and federal law. Any amendment shall be consistent with the Purposes of this Easement, and shall not impair the conservation attributes of the Property protected by this Easement. No amendment shall affect the qualification of this Easement or the status of the Grantee under any applicable laws, including Sections 170(h) and 501(c)(3) of the Internal Revenue Code of 1986, as amended, and NH RSA 477:45-47 as may be amended from time to time, nor shall any amendment affect the perpetual duration of this Easement. Any amendment shall be executed by the Grantor and the Grantee and shall be recorded in the Rockingham County Registry of Deeds. Nothing in this paragraph shall require Grantor or Grantee to agree to any amendment or to consult or negotiate regarding any amendment.

16. ENTIRE AGREEMENT

This instrument sets forth the entire agreement of the parties with respect to this Easement and supersedes all prior discussions, negotiations, understandings, and agreements relating to this Easement, all of which are merged herein.

17. GOVERNING LAW & INTERPRETATION

This Easement shall be interpreted under and governed by the laws of the State of New Hampshire, and shall be liberally construed to effect the Purposes of this Easement.

The Grantee, by accepting and recording this Easement, agrees to be bound by and to observe and enforce the provisions hereof and assumes the rights and responsibilities herein granted to and incumbent upon the Grantee, all in the furtherance of the conservation purposes for which this Easement is delivered.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 2013.

Name of Grantor

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 2013 by _____. The identity of the subscribing party was determined by **(check box that applies and complete blank line, if any):**

- My personal knowledge of the identity of said person **OR**
- The oath or affirmation of a credible witness, _____ (name of witness), the witness being personally known to me **OR**
- The following identification documents: _____ (driver's license, passport, other).

Notary Public/Justice of the Peace
My Commission Expires: _____

ACCEPTED: TOWN OF LONDONDERRY CONSERVATION COMMISSION

By: _____

Title: _____
Duly Authorized

Date: _____

STATE/Commonwealth of _____
COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 2014 by _____ (name of individual and title) on behalf of the Town of Londonderry Conservation Commission. The identity of the subscribing party was determined by (**check box that applies and complete blank line, if any**):

- My personal knowledge of the identity of said person **OR**
- The oath or affirmation of a credible witness, _____ (name of witness), the witness being personally known to me **OR**
- The following identification documents: _____ (driver's license, passport, other).

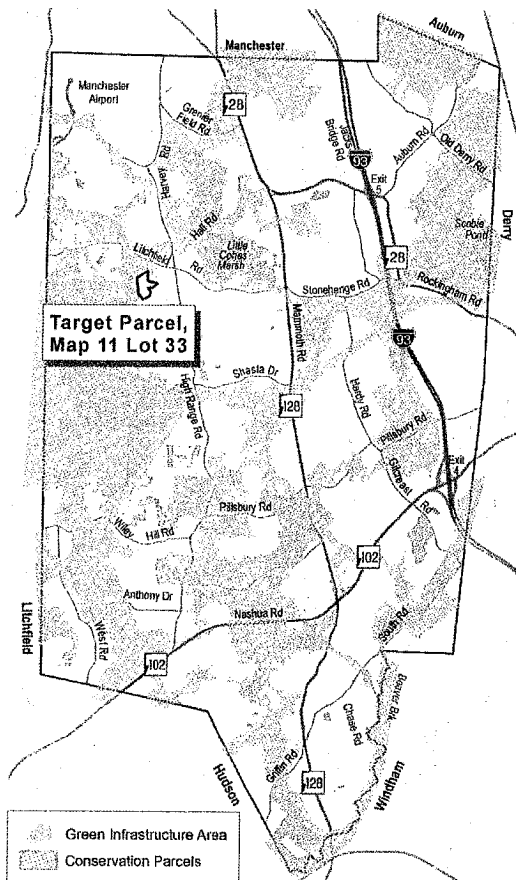
Notary Public/Justice of the Peace
My Commission Expires: _____

APPENDIX A

Property description to be added.

To: Joint Negotiating Committee
From: John Vogl
CC: William Hart, Acting Town Manager
Date: 12/12/2012
Re: Development review of Map 11, Lot 33

The Joint Negotiating Committee was presented with a 26.338-acre parcel of land on Map 11, Lot 33, owned by Ms. Leah Doyle as a candidate for a town conservation easement. Per the Committee Memorandum of Agreement, the Planning and Economic Development Department is to develop a staff report on the development capacity of the parcel. This memo serves as that development report.



Map 11 Lot 33 is located on Kimball Road and directly abuts two parcels with conservation easement protection that are contiguous to the 1,000+ acre Musquash Conservation Area. The parcel is included in the green infrastructure map and was identified as a high priority parcel for protection in the 2011 Open Space Plan. The parcel contains roughly 1,170' of class V road frontage and while Watts Brook crosses the parcel at a low point near Kimball Road, the land appears to be relatively free from wetlands or other significant development constraints. Water lines from Manchester Water Works run along Kimball road, potentially permitting a connection. There is no access to public sewer. The parcel is zoned AR-1. Should it be developed, the change would most likely take the form of a residential subdivision.

Theoretical Lot Yield

Lot sizing in the AR-1 district is soil based, with the best possible conditions supporting lots as small as 43,560 square feet. Soil, slope and drainage conditions on most subdivisions contribute to larger lot sizes and thus the typical lot in Londonderry is approximately 1.5 acres in size. It was assumed that Map 11 Lot 33 would be subdivided into a minimum of 1.5 acre lots. Roadway lengths in Londonderry are governed by the Zoning ordinance which permits a minimum 450'

length and a maximum of 1200' cul-de-sac length, supported by a 50' Right of way. Assuming the longest length of road to support maximum frontage lots, (840 lf of road plus 360 lf cul-de-sac) and 50' of frontage, the maximum dedication for roads is 1.4 acres, per the formula:

$$[(840 \times 50)] + [(3.14)75 \times 75] = 59,663 \text{ sf (1.4 acres)}$$

Theoretical lot yield for the 26.338 acres parcel with 1.5 acre lots is $(26.338 - 1.4) = 24.938 / 1.5 = 16.6$ lots

Theoretical lot yield for the 26.338 acre parcel with 1.75 acre lots is $(26.338 - 1.4) = 24.938 / 1.75 = 14.3$ lots

Feasible Lot Yield

A feasible subdivision scenario was then carried out to develop a subdivision that was realistic with the land potential, including a feasible road location and consideration of development constraints. This represented a more realistic portrayal than the theoretical lot yield and was based on the following assumptions:

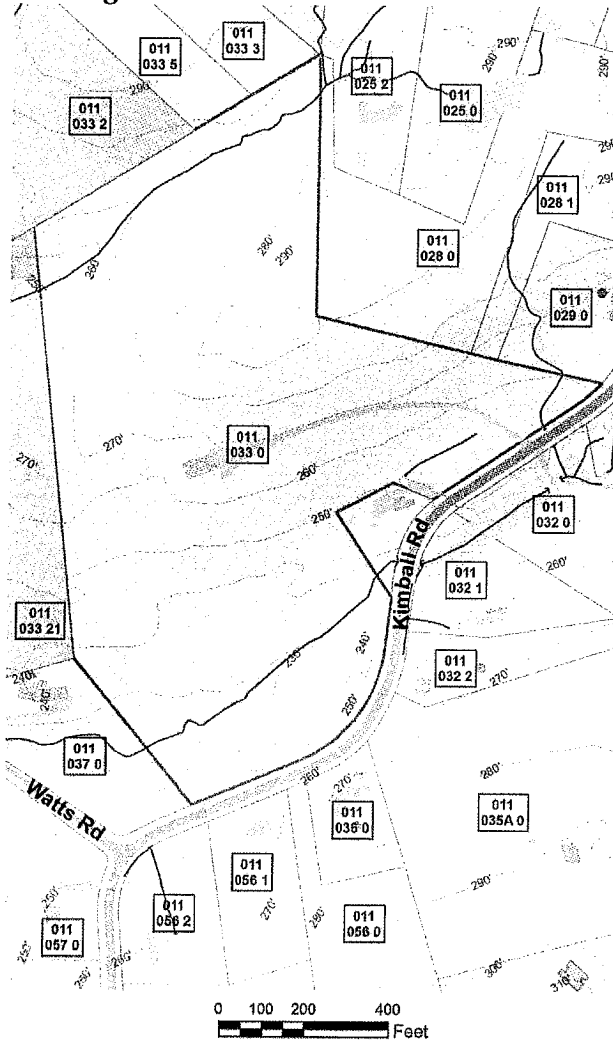
- 1.5 acre minimum lot size
- 150' minimum frontage
- Apparent best location for roadway
- Minimal road length to achieve maximum number of lots
- Conservation Overlay District setback from Watts Brook (100')
- Minimum of 2 Frontage lots on Kimball Road
- First two lots off the new road are large to accommodate Watts Brook setback and steepness of the land
- Lot configuration

The scenario yielded 11 lots, 9 with frontage on a new road and 2 with frontage on Kimball Road. The lot size varied from 1.5 to 4.4 acres (see graphics on next page). No assumptions were made about land required to be set aside as easements for drainage or slope easements to permit grading for an acceptable roadway.

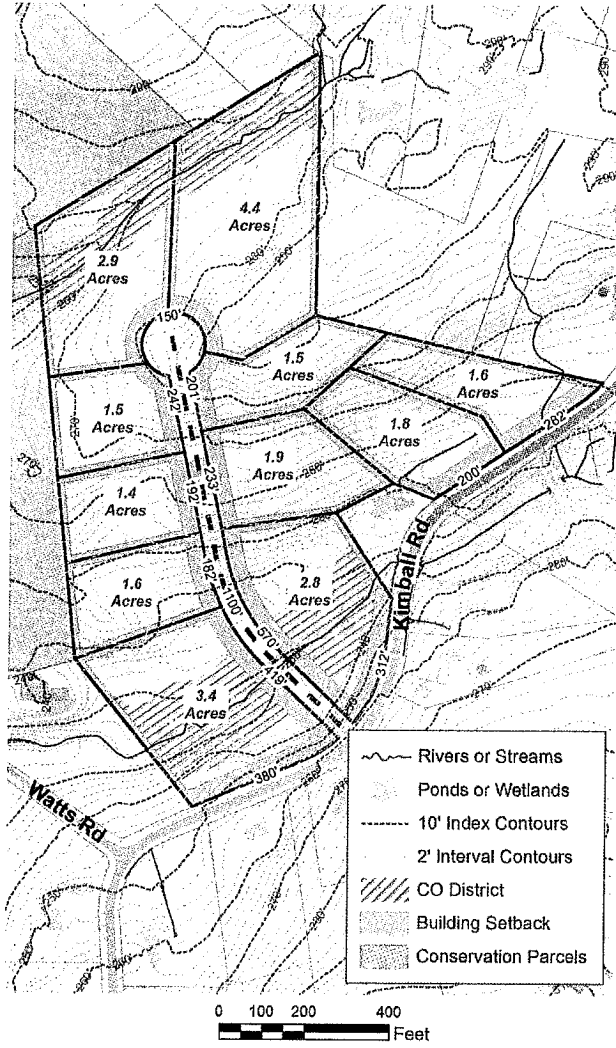
Town staff examined a scenario assuming $1 \frac{3}{4}$ acre lots and estimated that only 9 could be accommodated with this scenario.

It appears that 9 to 11 house lots is a reasonable assumption for the development potential of this parcel.

Existing Conditions



Feasible Scenario





Londonderry Conservation Commission

Tuesday, January 14, 2014

PUBLIC HEARING

Minutes

Page 1 of 2

1 Deb Lievens; Gene Harrington; Mike Considine; Paul Nickerson; Marge Badois; Mike Speltz, alternate;
2 and Kellie Walsh, non-voting alternate

3
4 D. Lievens appointed M. Speltz to vote for Truda Bloom.

5
6 **D. Lievens entertained a motion at 7:01 PM to enter into a scheduled public hearing according to RSA**
7 **36-A regarding the purchase of a conservation easement for approximately \$395,000 and, at the**
8 **Town's option, the fee interest subject to a reserved life estate interest, for an additional approximate**
9 **amount of \$35,000 on 26 +/- acres of map 11, lot 33 (18 Kimball Road), owned by Leah R. Doyle. G.**
10 **Harrington so moved. P. Nickerson seconded. The motion was approved, 6-0-0.**

11
12 M. Speltz explained that while the public hearing was posted with the above language, the property
13 owner has since chosen to forgo the reserved life estate interest option. The property is currently used
14 in part as a horse farm and includes a heated barn for seven horses. The owner is seeking to preserve
15 the land as such and prevent future development.

16
17 M. Speltz then presented a PowerPoint slide show to describe the land in question and its assets (see
18 Attachment #1). Not only is lot 11-33 part of the Town's green infrastructure determined by the Town's
19 2011 Open Space Task Force Report, it directly abuts conservation land to the west that links to other
20 preserved land, including the Musquash Conservation Area. This benefits residents not only from a
21 passive recreation standpoint but in terms of further protecting natural resources. One such resource is
22 the statewide significant agricultural soil found on the southwest portion of the pasture. Similarly, the
23 land features grassland and Appalachian oak-pine habitat types which are not common to southern New
24 Hampshire. According to State Fish & Game wildlife action maps, the property also acts as a buffer to
25 some of the highest quality wildlife habitat in the state.

26
27 M. Speltz reviewed the proposed terms of the conservation easement, including the permitted and
28 prohibited uses and the reserved rights. He stated that the appraised value of the easement is
29 \$640,000. Since L. Doyle's offer is a bargain sale of \$395,000, the savings to the town is \$245,000. This
30 easement will run with the land when it passes to a future owner.

31
32 D. Lievens entertained input from Commissioners.

33
34 M. Considine received clarification from M. Speltz regarding the reserved life estate interest which,
35 again, the owner has chosen not to pursue.

36
37 D. Lievens entertained comments from the public.

38
39 Ann Chiampa, 28 Wedgewood Drive, asked why the property should be removed from the Town's tax
40 rolls. Commissioners explained it would not be; that the owner will continue to pay the property taxes.



Londonderry Conservation Commission
Tuesday, January 14, 2014
PUBLIC HEARING

Minutes
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41 She also received information about the general value of conservation easements and the extended
42 value of their connectivity, what restrictions would exist regarding passive recreation, and the fact that
43 such recreation is just one benefit of a conservation easement.

44
45 There was no further public input.

46
47 **D. Lievens entertained a motion to close the public hearing. G. Harrington made a motion to close the**
48 **public hearing at 7:38 PM. P. Nickerson seconded. The motion was approved, 6-0-0.**

49
50 D. Lievens entertained a motion that the Conservation Commission recommend to the Town Council
51 that the Town proceed with the purchase and sale agreement regarding the purchase of a conservation
52 easement for approximately \$395,000 on 26 +/- acres of map 11, lot 33 (18 Kimball Road), owned by
53 Leah R. Doyle.

54
55 **M. Speltz made a motion that the Conservation Commission recommend to the Town Council that the**
56 **Town proceed with the purchase and sale agreement regarding the purchase of a conservation**
57 **easement for approximately \$395,000 on 26 +/- acres of map 11, lot 33 (18 Kimball Road), owned by**
58 **Leah R. Doyle. G. Harrington seconded. The motion was approved, 6-0-0**

59
60 Respectfully submitted,

61
62
63
64 Jaye A. Trottier
65 Secretary

LONDONDERRY TOWN COUNCIL MEETING MINUTES

1
2 **September 22, 2014**

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

9
10 **CALL TO ORDER**

11
12 Chairman Dolan opened the meeting with the Pledge of Allegiance. This was followed by a moment of silence for all those
13 who serve us here and abroad.

14
15 **PUBLIC COMMENT**

16
17 Chairman Dolan introduced Dan Saad from Liberty Utilities. Saad introduced himself and shared a littler about Liberty
18 Utilities. Saad stated that they serve approximately fifty communities in New Hampshire, both gas and electric. Saad stated
19 that they are located right on Buttrick Road. They have been there for about two years and they have hired about one hundred
20 and fifty employees over the last two years or so. Saad stated that prior to Londonderry, they had satellite operations up in
21 New Hampshire and they were run down in Massachusetts. Saad stated that they got great feedback on their approval process
22 and it was a productive process going through the Town of Londonderry. Saad stated that a week ago he met with Town
23 Manager Smith and rolled out a high level vision on where the Town of Londonderry is going with its growth. Saad stated
24 that he couldn't have been happier with the vision and Liberty Utilities supports it fully. Saad thanked the Council for their
25 time and stated that they look forward to working with Londonderry going forward. There were no questions from the
26 Council. Town Manager Smith presented Saad and Liberty Utilities with a small gift.

27
28 Tom Dolan opened up public comment to the public.

29
30 Gerard Adams, 54 Hall Rd, approached the mic. Chairman Dolan stated that the Town Manager met with the Adam's last
31 week to give them the benefit of where the legal advice has let the Council to this point so they could consider the Town's
32 probable direction. Chairman Dolan stated that if they want to talk on the subject he wants to keep it short because the public
33 hearing isn't scheduled until October 6th and it will be continued than. Adams stated that he is here to enlighten the residence.
34 Adams stated that a couple months ago he asked Chairman Dolan why he thought the court order was a black and white court
35 order after fourteen years of not honoring the court order. Adams stated that Chairman Dolan told the owner of the junkyard
36 that there were some stipulations that he should follow because there was an extension granted to him and the lawyer. Adams
37 stated that both Chairman Dolan and Councilor Freda did say that the junkyard must adhere to no late deliveries. Adams
38 stated that his question is why it is black and white in 2014 when it was not black and white for the previous thirteen years.
39 Chairman Dolan stated that what he had said was that the Council is going to extend the time to consider the renewal that the
40 existing conditions of the license that was granted last year, needs to remain in effect. Chairman Dolan stated that the last
41 piece that the Council was advised in black and white was the parking of company vehicles in front of the fence because it is
42 considered equipment. Adams stated that it was reiterated by Councilor Freda who said there would be no late deliveries.
43 Adams stated that Mr. Dudek stated that he was not going to abide by that even though, the late deliveries. Adams stated that
44 the late deliveries are still happening. Chairman Dolan asked Adams to refrain from public hearing comments. Chairman
45 Dolan told Adams that if he comes back on the 6th he will have a lot of freedom to go through his testimony for the public.
46 Adams stated that he and his wife met with Kevin Smith on Friday and Smith had told them what the Council was leaning
47 towards doing, which was to allow deliveries. Chairman Dolan stated that what Town Manager Smith was telling them is that
48 it is legal advice that the Town has received. Adams stated that they were told one thing by Town Manager Smith that had to

LONDONDERRY TOWN COUNCIL MEETING MINUTES

49 do with allowing what was not allowed. Chairman Dolan stated that again, what the Town Council has done as a courtesy to
50 them is the Town Manager has shared with them some of the legal advice that the Council has been receiving along these
51 lines. Town Manager Smith stated that posted on the Town's website under the Building webpage there are the links to the
52 court orders. Mrs. Adams asked Town Manager Smith if the Town can put up the two hundred and eighteen page DES report
53 that deals with the contamination. Chairman Dolan stated that the Council's understanding

54 of that is that the Council doesn't have a say over that. It is a matter between the Junkyard and DES. Chairman Dolan stated
55 that it is not a matter for the Town to enforce so it would not be appropriate for the Town to post it on the website.

PUBLIC HEARING

57
58
59 Chairman Dolan stated that there was a Public Hearing scheduled to talk an Ordinance talking about the sanctioning of
60 recreation groups. Chairman Dolan stated that if there is no objection the Council will postpone the Public Hearing to the 20th
61 of October. The Council agreed to continue the Public Hearing.

OLD BUSINESS

62
63
64
65 NONE

NEW BUSINESS

66
67
68
69 Chairman Dolan introduced Order #2014-21, expendable maintenance trust fund for various projects. Councilor Farrell read
70 in Order #2014-21. Motion to approve Order #2014-21 made by Councilor Farrell and second by Councilor Freda. Town
71 Manager Smith stated that this Order is for Town Hall unit #7 exterior AC condenser unit and the dry system temporary leak
72 repair. The request is for labor and materials. The total amount of the Order is for \$3,417.00. Vice Chairman Butler asked if
73 there was damage to Town Hall when the alarm was set off. Steve Cotton stated that he was able to repair the minimal
74 damage. Chair votes 4-0-0.

75
76 Chairman Dolan introduced Resolution #2014-04, the discontinuance of a portion of a class VI highway (Pettengill Road
77 from Industrial Drive to the easterly side of map 28, lot 17-2 and map 14, lot 49. Motion to wave the first reading and
78 schedule a public hearing on October 20th made by Councilor Farrell and second by Councilor Freda. Chair votes 4-0-0.

79
80 Chairman Dolan introduced Ordinance #2014-05, an amendment to the municipal code around the possession and display of
81 fireworks. Vice Chairman Butler read in the Ordinance. Motion to accept the first reading and schedule a public hearing for
82 October 6th made by Councilor Farrell and second by Councilor Freda. Chair votes 4-0-0.

83
84 Chairman Dolan introduced the update on Exit 4A from Town Manager Smith. Town Manager Smith stated that a couple
85 months ago, officials from the New Hampshire Department of Transportation met at a public meeting in Derry with the Derry
86 Town Council. Smith stated that he and Councilor Farrell both attended the meeting. The purpose of the meeting was for the
87 DOT to seek permission from both Towns to essentially turn over project management to the DOT. Smith stated that the
88 reason for asking for this is because part of their ten year highway transportation plan they are looking to add exit 4A to be a
89 part of that plan but in order for them to do that they need to have project management of the 4A construction plan. Smith
90 stated that the second reason is in order to try to leverage State and federal funds, they need to be the project manager on the
91 plan as oppose to the two Towns taking the lead on it. Smith stated that following that meeting, the Town of Derry submitted
92 a letter to the DOT granting them their request. Smith stated that tonight he is seeking the Londonderry Councils approval to
93 send a very similar letter to the DOT. Smith read the letter out loud. Smith stated that it does not commit or obligate the
94 Town to any more funding than the Town is already committed to as part of the project. Chairman Dolan stated that he will
95 entertain a motion to transfer project management to the DOT on this matter and to authorize the Town Manager to send the
96 letter he just read. Motion made by Councilor Farrell and second by Councilor Freda. Chair votes 4-0-0.

LONDONDERRY TOWN COUNCIL MEETING MINUTES

APPROVAL OF MINUTES

Motion to approve the Town Council Minutes from September 8, 2014 made by Councilor Farrell and second by Councilor Freda. Chair votes 4-0-0.

LIAISON REPORTS

NONE

TOWN MANAGER REPORT

Chairman Dolan stated that earlier in the summer it was mentioned that target shooting in the Musquash would be addressed at a workshop this fall. Town Manager Smith stated that the workshop will be taking place on Tuesday, October 7th at 7 PM at the Londonderry High School Cafeteria. Chairman Dolan stated that it will be posted at Town Hall and in the Londonderry Times.

Town Manager Smith stated that at the last Council meeting there were some comments and questions asked regarding the Town's proposed workforce housing that is in the works. Smith stated that what has been approved and what is seeking approval, the Wallace Farm, two hundred and forty garden style rental apartments, fifty percent of which will be workforce housing. Those are located off of Perkins Road near exit 5. The Neighborworks are approved, seventy-eight rental two houses, all of which are workforce housing. Those are currently under construction off of Mammoth Road. Smith stated that there is a conceptual plan near Stonehenge Road which will be two hundred and eighty-eight rental apartments, approximately fifty percent to seventy-five percent of which will be workforce housing. Smith stated that they have been before the Planning Board but still need approval from the ZBA. Smith stated that another one is Hillside Town Houses located on Hillside Road, which is off of Londonderry Road are calling for ninety-six rental townhouses and condos, fifty to seventy-five percent will be workforce housing. Smith stated that they have not been before the Planning Board but are seeking a variance. Smith stated that there is a question to what workforce housing is. Smith stated that it is not subsidized housing, it is rent that is capped at a certain amount for people whose income levels, one they have to be working, but their income levels can't be higher than a certain amount. Smith stated that for this area he believes it is \$56,000 annually per household. Smith stated that the rents are capped at around \$1,400.

BOARD/COMMITTEE APPOINTMENTS/REAPPOINTMENTS

Motion to accept the resignation of Ann Chiampa from the Heritage Commission made by Councilor Farrell and second by Councilor Freda. Chair votes 4-0-0.

ADJOURNMENT

Motion to adjourn made by Councilor Farrell and second by Councilor Freda. **Chair votes 4-0-0.**

| | | |
|---------------------|--------------|----------------|
| Notes and Tapes by: | Kirby Wade | Date: 09/22/14 |
| Minutes Typed by: | Kirby Wade | Date: 09/26/14 |
| Approved by: | Town Council | Date: 10/06/14 |