

TOWN COUNCIL AGENDA
January 18, 2021
Londonderry High School Cafeteria
7:00 P.M.

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.) **FY22 Budget Public Hearing**
- 2.) **Approval of the Town's Purchase of a Portion of Land at 114 Pillsbury Road (Tax Map 9, Lot 49) for Purpose of Placing it into Conservation**
- 3.) **Resolution #2021-01 – A Resolution Amending and Extending Resolution #2020-03 Relative to the Expiration Date of the Town of Londonderry Temporary Leave Policy**
- 4.) **Resolution #2021-02 – A Resolution Relative to the Acceptance of Unanticipated Revenue Under RSA 31:95-b
Presented by Justin Campo**

D. NEW BUSINESS

- 1.) **Order #2021-02 – An Order Relative to the Expenditure of Maintenance Trust Fund for Various Projects
Presented by Steve Cotton**
- 2.) **Resolution #2021-02 – A Resolution Relative to the Acceptance of Unanticipated Revenue Under RSA 31:95-b
Presented by Justin Campo**
- 3.) **Order #2021-03 – An Order Relative to the Expenditure of Funds from the Reclamation Trust Fund
Presented by John Trottier**
- 4.) **Council Discussion of Charter Commission Concept**

E. OLD BUSINESS

- 1.) **Budget Workshop**

F. APPROVAL OF MINUTES

Approval of January 4, 2021 Town Council Minutes

G. APPOINTMENTS/REAPPOINTMENTS

H. OTHER BUSINESS

1. Liaison Reports
2. Town Manager Report
3. Assistant Town Manager Report

I. ADJOURNMENT

J. MEETING SCHEDULE

- A. Town Council Meeting – 02/01/2021
LHS Cafeteria, 7:00PM

TOWN OF LONDONDERRY
NOTICE OF SECOND PUBLIC HEARING
FY22 PROPOSED TOWN BUDGET

Notice is hereby given that the Londonderry Town Council will receive public input on the proposed FY 2022 Town Budget on Monday January 18, 2021, beginning at 7:00 PM at Londonderry High School, 295 Mammoth Road, Londonderry, NH in the LHS Cafeteria. The Warrant under consideration includes the following, please note that these values are subject to change if new information is made available or the Town Council moves to change them at a Town Council Meeting:

Article	Description	Proposed FY 22
Article 2	Operating Budget	
	General Fund Operating Budget	
	Town Council	\$12,104
	Town Manager	\$562,856
	Budget Committee	\$1
	Town Clerk	\$485,141
	Finance & Administration	\$595,473
	Assessing	\$404,823
	Information Technology	\$491,024
	Legal	\$169,500
	General Government	\$567,474
	Cemetery	\$38,000
	Insurance	\$4,255,726
	Conservation	\$3,350
	Police Dept.	\$9,073,135
	Fire Dept.	\$7,890,199
	Building Dept.	\$440,633
	Public Works Dept.	\$4,122,281
	Solid Waste	\$2,231,215
	General Assistance	\$144,500
	Cable	\$298,643
	Recreation	\$173,946
	Library	\$1,292,887
	Senior Affairs	\$86,752
	Community Development	\$448,074
	Debt Service	\$2,266,855
	Total General Fund Operating Budget	\$36,054,592
	Enterprise Fund Operating Budget– Sewer	\$2,809,544
	Total Operating Budget	\$38,864,136
Article 3	Roadway Maintenance Trust Fund	\$650,000
Article 4	Expendable Maintenance Trust	\$180,000
Article 5	Capital Reserve – Master Plan	\$75,000
Article 6	Capital Reserve – Geographic Info. Systems	\$28,000
Article 7	Capital Reserve – Pillsbury Cemetery Expansion	\$75,000
Article 8	Capital Reserve – Fire Dept. Equipment	\$100,000
Article 9	Capital Reserve- Cable Equipment	\$32,500
Article 10	Capital Reserve – Recreation	\$5,000
Article 11	Department of Public Works Leases	\$55,645

LEGAL NOTICE

Pursuant to RSA 36-A:4, notice is hereby given that the Londonderry Town Council will hold a public hearing on the following item:

The purchase of approximately twenty-three acres of land located along Pillsbury Rd, on a portion of Map 9, Lot 49, for the purpose of placing it into conservation.

The public hearing will occur on Monday, January 18, 2021
at 7:00 PM at the Londonderry High School Cafeteria, 295 Mammoth Road,
Londonderry, NH 03053.

Londonderry Town Council

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT effective the date it is signed by all parties, is between, on the one hand, **Moose Hill Orchards, Inc.**, of 230 Mammoth Road, Londonderry, NH 03053 (the "Seller"); and, on the other hand, the **Londonderry Conservation Commission** (the "Funding Party") and the **Town of Londonderry, New Hampshire** (the "Buyer"), both of 268B Mammoth Road, Londonderry, NH 03053:

1. Property

The Property to be conveyed is approximately twenty-three acres of land to be delineated on a subdivision plan ("Plan") to be approved by the Londonderry Planning Board (the "Property"). The Property is a portion of land conveyed to the Seller by warranty deed of Wallace P. Mack, II a/k/a Wallace P. Mack, Jr., dated July 29, 1980, recorded July 29, 1980 at Book 2368, Page 0722 in the Rockingham County Registry of Deeds. The configuration of the Property will approximate the "Conservation Parcel" shown on Exhibit A attached hereto.

The Property will be held perpetually in the name of the Buyer for conservation, agricultural, and/or recreational purposes under the control and management of the Funding Party following its acquisition by the Buyer.

2. Purchase Price

The Buyer shall pay the Seller the purchase price of One Million One Hundred Thousand Dollars and No Cents (\$1,100,000.00) funded with money in the Funding Party's existing conservation land fund. The Funding Party represents to Seller that the amount of the purchase price is available in such conservation land fund and is available for use in this transaction. The purchase price shall be paid as follows:

- a. Deposit of \$2,500 by check drawn on a bank account of the Town of Londonderry, to be held in escrow by Seller's representative pending closing, or as otherwise provided herein; and
- b. \$1,097,500.00 by check drawn on a bank account of the Town of Londonderry at closing.

3. Closing

The closing shall occur at the Londonderry Town Hall no later than thirty days after the later of: (1) approval by Town Council referred to in §6(B) of this Agreement; and (2) final Planning Board approval and recording of the Plan.

4. Transfer of Title

Upon the receipt of the Purchase Price as set forth herein, and no later than the date stated above (absent agreement of the parties), the Seller shall deliver to the Buyer a duly executed,

good and sufficient Warranty Deed in form reasonably satisfactory to the Buyer conveying its fee interest in the Property free from liens and encumbrances, except:

- a. Real estate taxes assessed on the Property which are not yet due and payable;
- b. Lien for Current Use Taxation;
- c. Betterment assessments, if any, which are not a recorded lien on the date of this Agreement;
- d. Federal, state, and local laws, ordinances, bylaws, rules and regulations regulating use of land, including building codes, zoning bylaws, health and environmental laws;
- e. Utility easements of record; and
- f. Permitted Encumbrances.

5. Closing Certifications and Documents

- a. Seller shall execute and deliver simultaneously with the delivery of the deed such certifications and documents as may customarily and reasonably be required by Buyer, including, without limitation, certifications and documents relating to: (A) parties in possession of the Property; (B) the creation of mechanics' or materialmen's liens; (C) the settlement statement, 1099 acknowledgment, NH DRA forms, disbursement authorization, certificate of nonforeign status, errors and omissions agreement, and tax proration agreement; (D) Seller not in bankruptcy and there being no litigation pending or threatened against or relating to the Property; and (E) information required to permit the closing agent to report the transaction accurately to applicable taxing authorities.
- b. Seller shall provide evidence of Seller's good standing with the Secretary of State, copies of its formation documents, as amended, and certification as to the authority of the person signing documents on the Seller's behalf, all as reasonably requested by Buyer.

6. Contingencies

The Buyer's and Seller's performance of this Agreement is contingent upon the following:

- A. Approval of this transaction by the Funding Party;
- B. Approval of this transaction by the Londonderry Town Council under RSA 36-A:4, I;

- C. Approval by the Londonderry Planning Board, and recording of, a subdivision plan creating the Property in a configuration approximating the "Conservation Parcel" shown on Exhibit A attached hereto, or in another configuration satisfactory to Seller and Buyer, to be prepared and submitted by the Buyer, at its sole cost. Buyer shall exercise its best efforts to secure approval of the Londonderry Planning Board for said application, as soon as possible and Seller shall sign a written authorization allowing Buyer to proceed with subdivision approval; and
- D. Within 60 days from the date of this Agreement, 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 the results 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 the 60th day from the date hereof, in which event this agreement will be null and void without recourse to the Seller.

Should one or more of the foregoing contingencies fail, the Seller will return the deposit to Buyer and the parties shall be released from their respective obligations under this Agreement. The parties acknowledge, with respect to the contingencies contained in §6(A)—(C), above, that the Funding Party, Town Council, and the Planning Board, are not obligated to approve the items set forth in §6(A)—(C), above, and the Seller shall have no cause of action or recourse against the Buyer if any of these contingencies fail. If the contingencies in 6(A)-(C) are not satisfied by March 30, 2021, Time Being of the Essence, Seller may terminate this Agreement and the Deposit shall be returned to the Buyer.

7. Closing Costs

The Seller and Buyer shall be responsible for their respective fees and expenses.

8. Real Estate Broker

There is no real estate broker or agency involved in this transaction and no real estate commission is due and owing to any broker or agency.

9. Title

On or before the end of the 60th day from the date of this Agreement (the "Title Notification Date"), Buyer agrees to obtain, at Buyer's expense, either (i) a Commitment for Title Insurance written on a nationally recognized title insurance company, or (ii) a written title

certification, together with copies of all instruments which create title exceptions (collectively, the "Title Commitment"). Buyer agrees that on or before the Title Notification Date, Buyer shall give written notice to Seller of any title matters which are not acceptable to Buyer as Permitted Encumbrances (the "Title Notice"). Except for those matters of record arising after the date of the Title Commitment, any matter of record not set forth in the Title Notice shall be deemed to be a Permitted Encumbrance. In the event that the Title Notice sets forth title matters not acceptable to Buyer as Permitted Encumbrances, then Seller shall use reasonable efforts to remedy the title matters to which Buyer has disapproved in the Title Notice. If Seller shall be unable to remedy such title matters, this Agreement shall be deemed terminated and the Deposit shall be returned to Buyer.

10. No Waste

During the term of this Agreement, Seller shall not commit waste on the Property, and Seller shall not alter the Property in any way, including, but not limited to the harvesting of timber, excavation of earth, or construction of improvements, provided, however, that the Seller may continue to utilize the property as a working farm as it has customarily done in the past. Seller shall keep the taxes paid upon the Property, and shall permit no liens or encumbrances to attach to the Property.

11. Other Disclosures

Seller represents and warrants that during the time of Seller's ownership of the Property, Seller has not discovered, nor has Seller caused the Property to be exposed to, any toxic or hazardous substance, except for such substances typically used or available for use on working farms in New Hampshire, and Seller is otherwise unaware of the existence of any toxic or hazardous substance on the Property. The parties waive any statutory property disclosure requirements that may apply to the Property.

12. Default

If the Seller shall default in the performance of the Seller's obligations under this agreement, then the Buyer may institute a suit for specific performance or pursue other available legal remedies. If the Buyer shall default in the performance of the Buyer's obligations under this agreement, then the Seller may rescind the agreement and treat the deposit as liquidated damages. This shall be the Seller's sole remedy at law or in equity.

13. Attorneys

Michael D. Ramsdell and Michael J. Malaguti represent the Buyer and the Buyer's interests. The Seller is represented by Charles F. Cleary.

14. Condition of Property

Except as otherwise set forth herein Seller is conveying the Property in its AS IS condition.

15. Effect of Agreement


This Agreement contains the complete, final, and exclusive embodiment of the entire understanding between the parties. This Agreement is entered into without reliance on any promise, representation, agreement or understanding, oral or written, not contained herein. This Agreement may only be amended in a writing signed by the parties hereto.

16. Venue

This Agreement shall be enforced in accordance with the laws of the State of New Hampshire, and the parties agree that any litigation to enforce the provisions of this Agreement will take place in Rockingham County, New Hampshire. In the event of litigation regarding this Agreement, the parties expressly submit to the exclusive jurisdiction and venue of the Rockingham County Superior Court located in Brentwood, New Hampshire.

SELLER

MOOSE HILL ORCHARDS, INC.


By its duly authorized agent
Date: 12-9-20

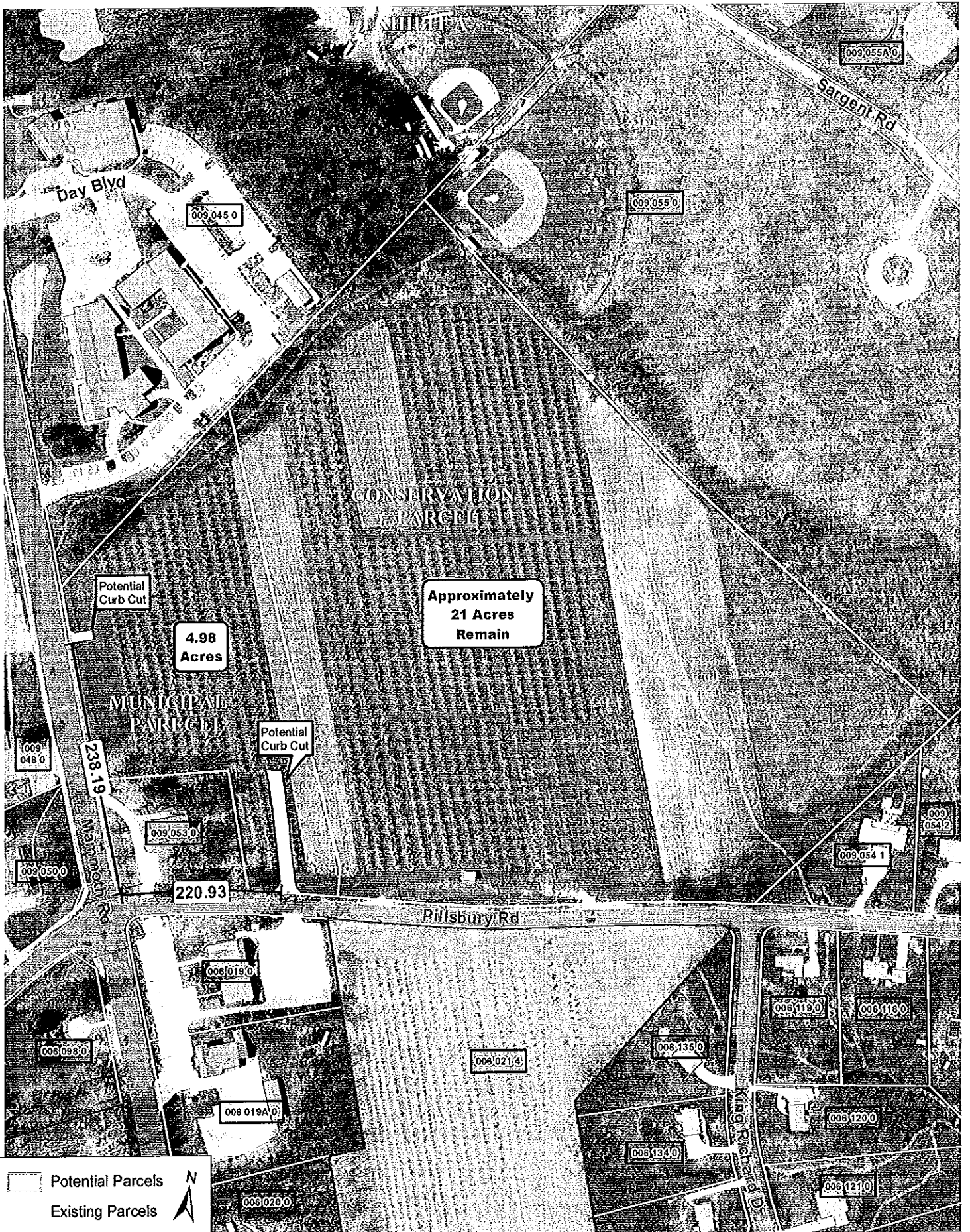
BUYER

TOWN OF LONDONDERRY

**LONDONDERRY CONSERVATION
COMMISSION**

By its duly authorized agent
Date: _____

By its duly authorized agent
Date: _____



Potential Parcels

Existing Parcels

Conservation Parcels

Ponds or Wetlands

N





Town of Londonderry
Planning and Economic Development Department
268B Mammoth Road
Londonderry, NH 03053
Phone 603.432.1100 x 134
www.londonderrynh.org

To: Town Council
From: Colleen P. Mailloux, AICP, Town Planner and Amy M. Kizak, GIS Manager/Comprehensive Planner
CC: Kevin H. Smith, Town Manager
Date: 9/7/2017
Re: Development review of Map 9, Lot 49

The Town Council was presented with a 28-acre parcel of land at Map 9, Lot 49, owned by Moose Hill Orchards, Inc. as a candidate for town purchase. Prior to consideration of this parcel for acquisition by the Joint Negotiating Committee, the Council requested that the Planning and Economic Development (PED) Department prepare an analysis of the development potential of the parcels.

Property Narrative

Map 9 Lot 49 is located on Pillsbury Road with frontage also along Mammoth Road (NH Route 128). This parcel is bounded by the Town Hall complex, Grange Hall property, LAFA Fields complex, and a parcel owned by the US Federal Aviation Administration. It is adjacent to conservation land across Pillsbury Road. There appears to be an intermittent stream that starts on the eastern side of the parcel; however, upon inspection of aerial imagery, flow in the area appears to be related to the productive farm field rather than a regulated waterbody. Pennichuck Water is available on Pillsbury Road and Mammoth Road, and it is presumed that public water will be available for the development of this site. Access to public sewer is available in the area. The parcel is zoned AR-1. Should it be developed, the change would most likely take the form of a residential subdivision.

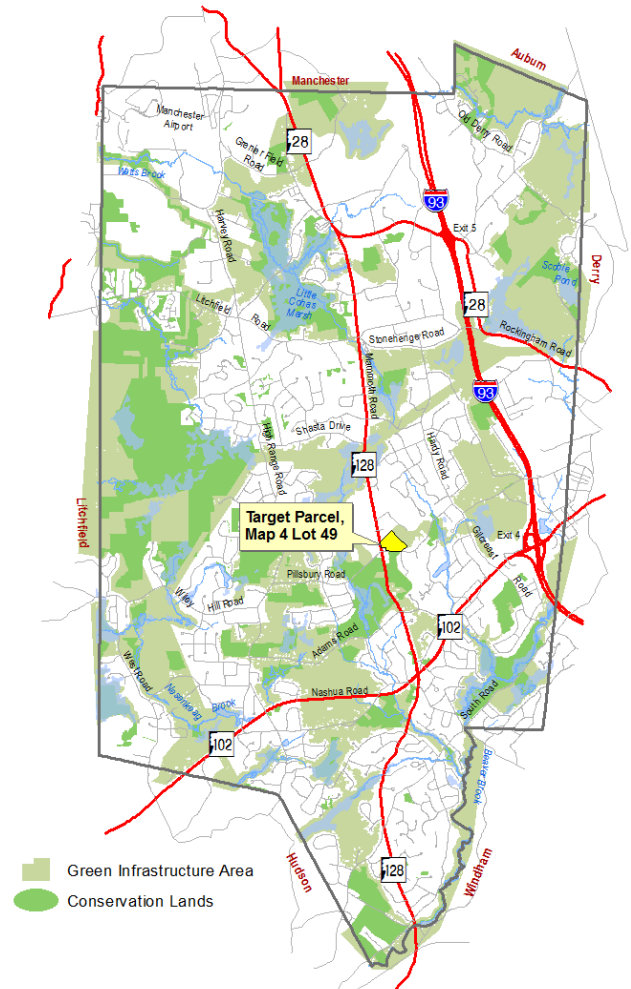


Figure 1: Parcel Location

Analysis of Development Potential

Theoretical Lot Yield

Lot sizing in the AR-1 district is soil based, with the best possible conditions supporting lots as small as 1 acre (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 is assumed that Map 9 Lot 49 could be subdivided into 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*50)]+[3.14]75*75)=59,663 sf (1.4acres)

Theoretical lot yield for the 28 acres parcel with 1.5 acre lots is $(28 - 1.4) = 26.6 / 1.5 = 17.7$ lots

Theoretical lot yield for the 28 acre parcel with 1.25 acre lots is $(28 - 1.4) = 26.6 / 1.25 = 21.3$ lots

Feasible Lot Yield

Feasible development scenarios were then carried out to develop a subdivision that was realistic with the land potential, including a feasible road location and consideration of development constraints. The scenarios reviewed included:

- Parcel access via through road from Pillsbury Road and Mammoth Road
- Conventional subdivision via Pillsbury Road cul-de-sac
- Conservation subdivision via Pillsbury Road cul-de-sac

Parcel access via through road from Pillsbury Road and Mammoth Road

A conventional subdivision with access from Pillsbury Road and Mammoth Road was carried out based on the following assumptions:

- 1 acre minimum lot size
- 150' minimum frontage
- Apparent best location for roadway
- Minimal road length to achieve maximum number of lots
- Lot configuration

The scenario yielded 14 lots, 13 with frontage on a new road and 1 with frontage on Pillsbury Road. The lot size varied from 1.24 to 2.52 acres (see Figure 2). No assumptions were made about soil sizing or land required to be set aside as easements for drainage or slope easements to permit grading for an acceptable roadway. This development scenario may be limited by the potential to obtain NHDOT approval for a curb cut on Mammoth Road. Because of the orientation of existing driveways on Mammoth Road and due to sight distance limitations, this development scenario would require further analysis to determine if it is practicable.

Conventional Subdivision- Pillsbury Road Cul de Sac

A conventional subdivision scenario was carried out and was based on the following assumptions:

- 1 acre minimum lot size
- 150' minimum frontage
- Apparent best location for roadway off of Pillsbury Road
- Maximum cul-de-sac length to maximize number of lots

The scenario yielded 13 lots, 11 lots with frontage on a new road and 2 with frontage on Pillsbury Road. The lot size varied from 1.28 to 2.66 acres (see Figure 3). No assumptions were made about soil sizing or land required to be set aside as easements for drainage or slope easements to permit grading for an acceptable roadway. This appears to be the most straight forward and likely development scenario.

Conservation Subdivision

A conservation subdivision scenario was also carried out based on the following assumptions:

- ½ acre minimum lot size
- 100' minimum frontage
- Apparent best location for roadway off Pillsbury Road
- Maximum cul-de-sac length to maximize number of lots
- At least 40% of the property must be dedicated open space
- At least 25% of the dedicated open space needs to be usable upland

This scenario yielded 19 lots off a new road (see Figure 4) due to the reduced frontage required under the Conservation Subdivision Ordinance. The lot sizes varied from .53 acres to 1.23 acres. The 40% of the parcel set aside for conservation is located on both the east side of the parcel abutting the US Federal Aviation Administration land and on the west side of the parcel adjacent to Mammoth Rd. and Londonderry Grange property. No assumptions were made about soil sizing or land required to be set aside as easements for drainage or slope easements to permit grading for an acceptable roadway.

It appears, based on preliminary analysis, that 13 to 19 single family residential house lots is a reasonable assumption for the development potential of this parcel.

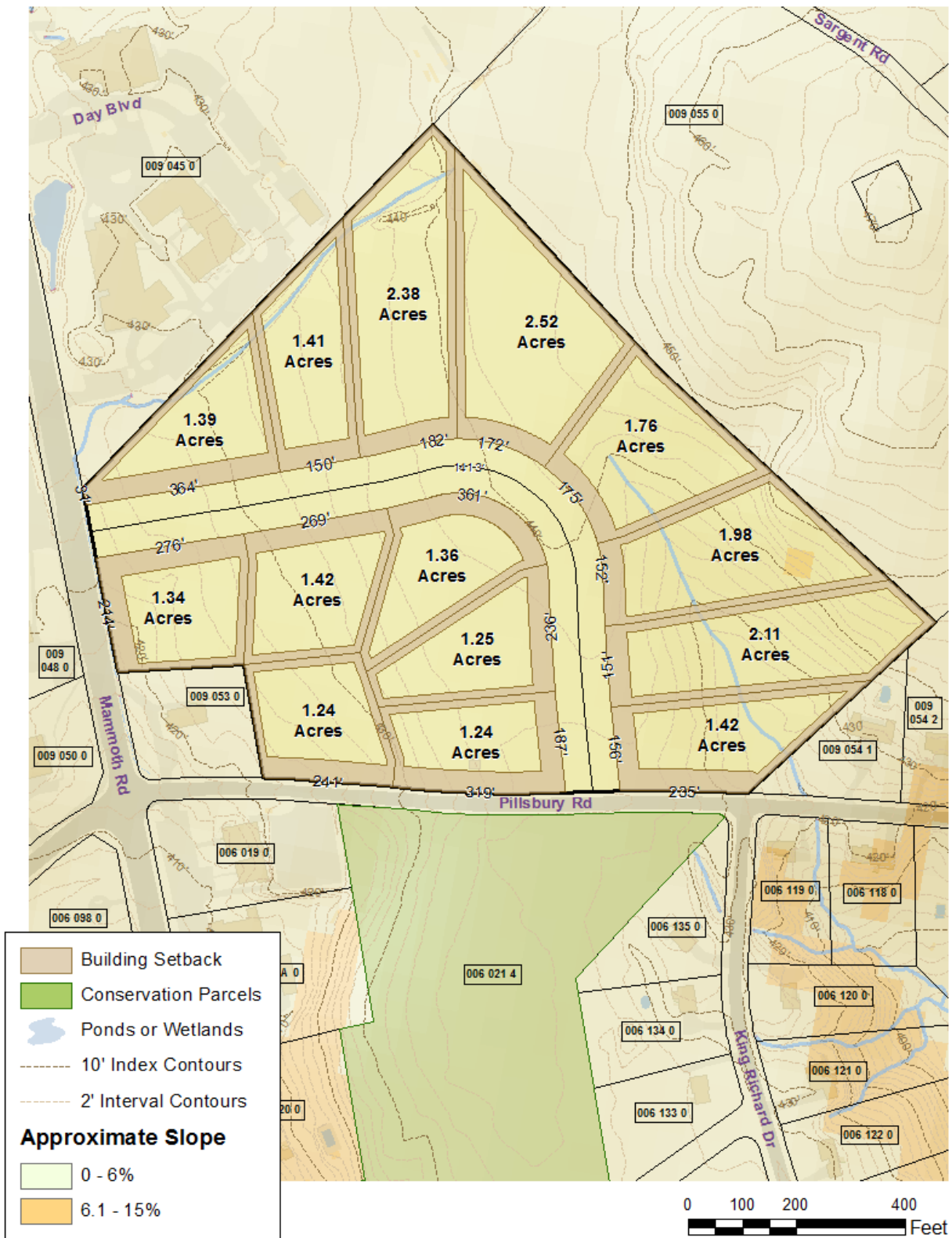


Figure 2: Conventional Subdivision with Through Road

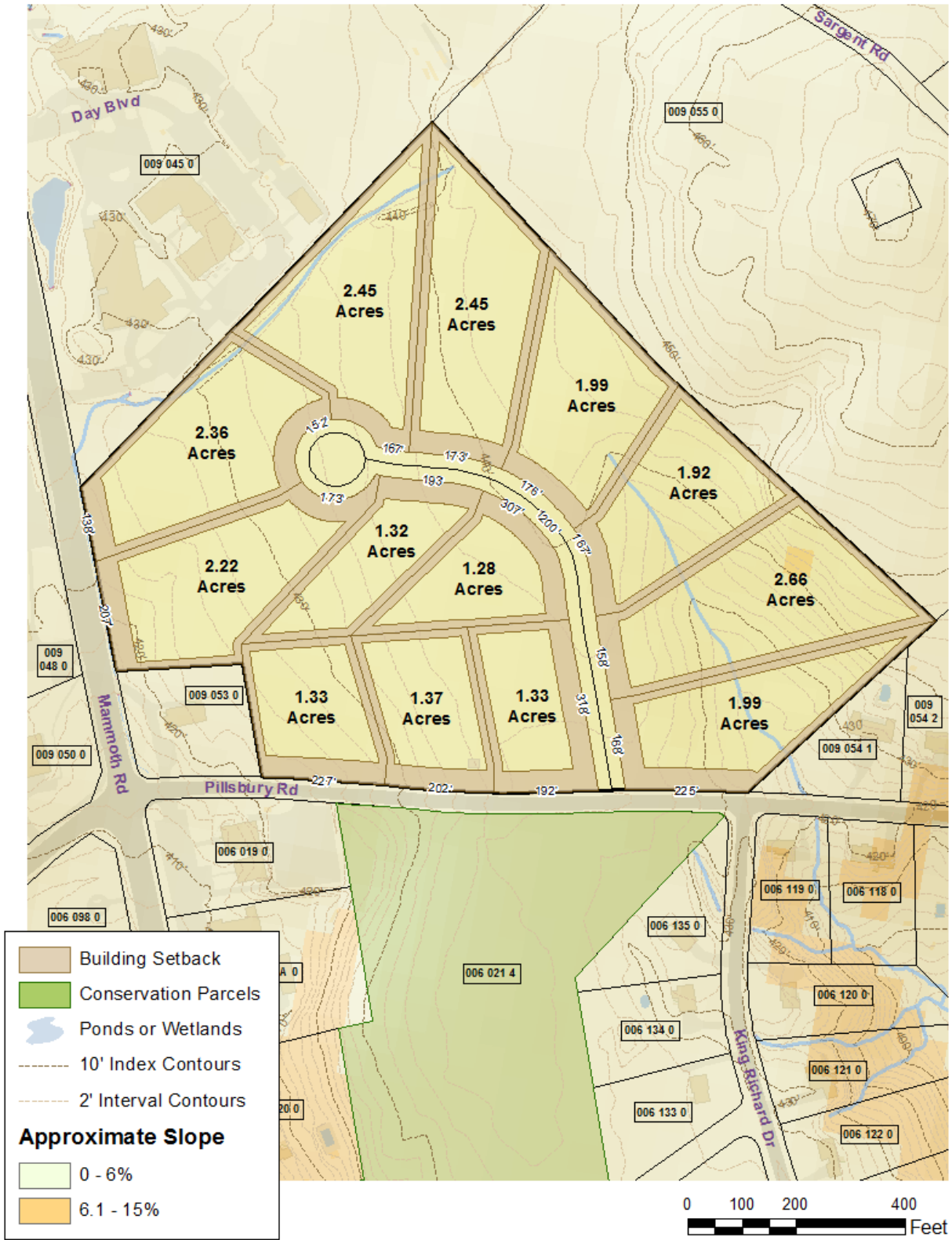


Figure 3: Conventional Subdivision

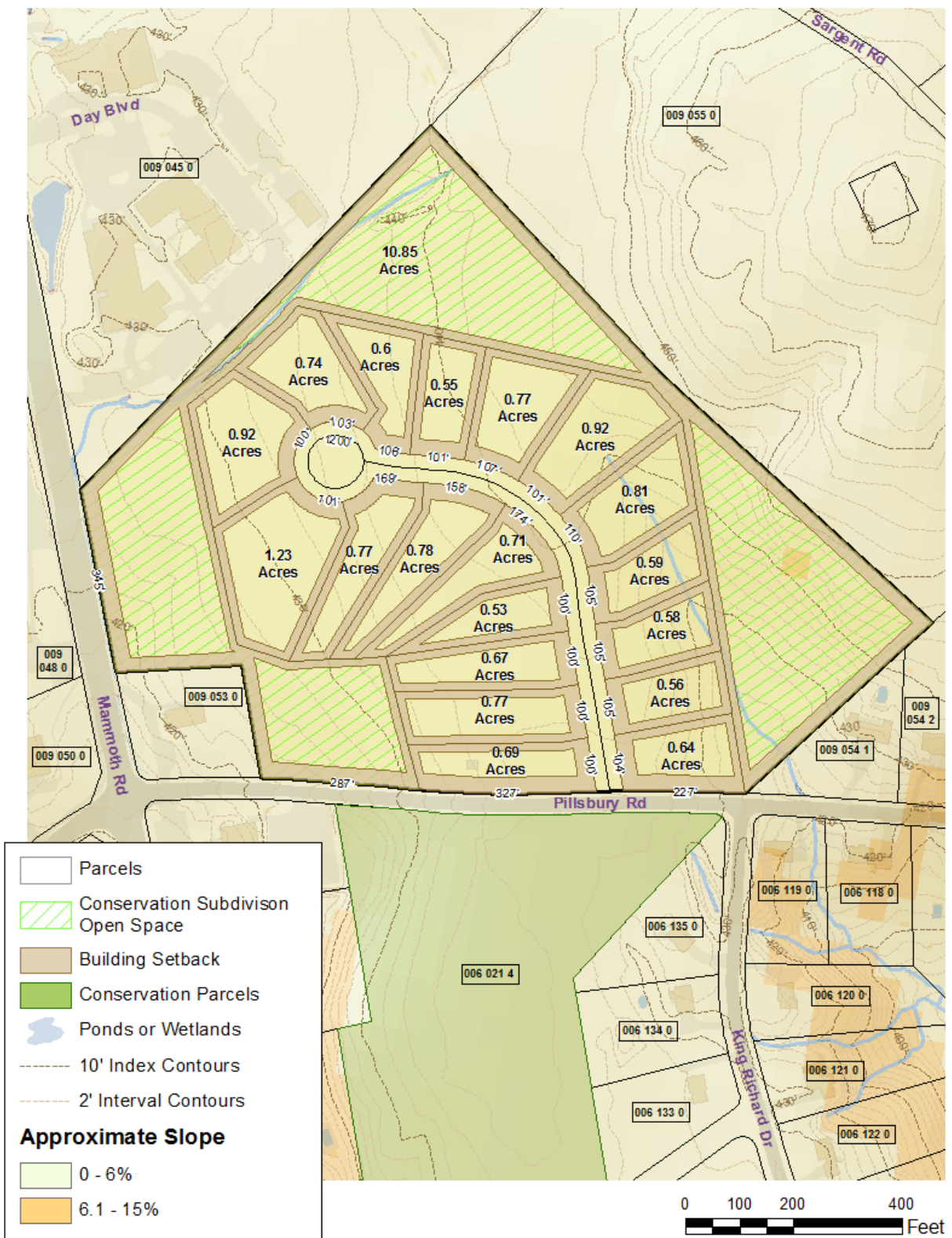


Figure 4: Conservation Subdivision

MCMANUS & NAULT APPRAISAL COMPANY, INC.

REAL ESTATE APPRAISING & CONSULTING

PETER I. NAULT, PRESIDENT

KEVIN A. MCMANUS, VICE PRESIDENT

September 16, 2020

Ms. Marge Badois, Chair
Londonderry Conservation Commission
268B Mammoth Road
Londonderry, NH 03053

RE: Appraisal Services: A 28.0± acre vacant land parcel located at 114 Pillsbury Road in Londonderry, NH; owned by Moose Hill Orchards, Inc.

Dear Ms. Badois:

In accordance with your request, I have completed my valuation pertaining to the above-referenced property. This report provides an estimate of the fee simple value of a 28.0± acre land parcel, utilized as an apple orchard and crop land, located at 114 Pillsbury Road in Londonderry, NH.

This letter is presented to you as a restricted appraisal report based on a complete appraisal analysis. It is intended to comply with the reporting requirements set forth under Standards Rule 2-2(c) of the Uniform Standards of Professional Appraisal Practice (USPAP) for a Restricted Appraisal Report. As such, it presents no discussions of the data, reasoning and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated below. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose, or by any person other than representatives of the Town of Londonderry, and, at their option, representatives of Moose Hill Orchards, Inc., without the written consent of the appraiser. The appraiser is not responsible for unauthorized use of this report.

Purpose of the Appraisal

To estimate the market value of the subject property as of September 8, 2020, the date of inspection.

Intended Use

It is our understanding that the function of this appraisal is to assist in determining an appropriate offering price for a fee simple purchase of the subject property.

Intended Users

This appraisal report has been written for use by representatives of the Town of Londonderry, and, at the client's discretion, the owner of the subject property.

**Identification and
Ownership History**

According to the Town of Londonderry, the subject property was most recently transferred from Wallace P. Mack II to Moose Hill Orchards, Inc., as reviewed on-line through the Rockingham County Registry, Book 2368 Page 722, recorded on July 29, 1980. The subject was purchased by the grantor, above, in 1951. The property is designated in Londonderry assessment records as Map 9 / Lot 49.

Interest Valued

Fee simple.

Effective Date of Value

September 8, 2020, the date of inspection.

Definition of Market Value

In this report market value is defined as: *"The amount in cash, or on terms reasonably equivalent to cash, for which in all probability the property would be sold by a knowledgeable owner willing but not obligated to sell to a knowledgeable purchaser who desired but is not obligated to buy. In ascertaining that figure, consideration should be given to all matters that might be brought forward and reasonably be given substantial weight in bargaining by persons of ordinary prudence, but no consideration whatever should be given to matters not affecting market value."*¹

**Appraisal Development
and Reporting Process**

In preparing this appraisal, Kevin McManus completed a thorough inspection of the subject property, on foot, unaccompanied. In addition, an inspection of the neighborhood was made. The appraiser researched the physical and legal limitations of the property by review of the legal description and assessment records of the Town of Londonderry & the Rockingham County Registry of Deeds. The appraiser has reviewed and considered information in a "Development Review of Map 9, Lot 49", completed by the Londonderry Planning and Economic Development Dept. on September 7, 2017. The USDA Web Soil Survey for Rockingham County, topographical maps and the Londonderry Zoning and Subdivision Regulations have been relied upon in the completion of this valuation. Information obtained at the Londonderry, Pelham and Windham town offices were used in regards to the subject and the comparables. The appraiser spoke with area buyers, sellers and brokers concerning comparable sales and general market conditions. The appraiser has researched

¹ United States v. 50 Acres of Land, 469 U.S. 24, 29 (1984).

sales and land listings of property with similar potential as compared to the subject. The comparables have been inspected and verified with the buyers, sellers, and / or brokers. The above information was utilized in the completion of the Sales Comparison Approach. This Restricted Appraisal Report sets forth only the appraiser's conclusions. Other supporting documentation is retained in the appraiser's work file.

Real Estate Appraised

This subject encompasses 28.0±² acres in Londonderry, located on the north side of Pillsbury Road, and the east side of Mammoth Road / NH Route 128. Beginning at least in the 1950's through the date of value, the subject has been an apple orchard, part of the larger, Mack's Orchard property. The property is bordered to the north and by a modern complex of Town of Londonderry buildings, town athletic fields, and by the Matthew Thornton elementary school, opposite the road.

The appraised is irregular but somewhat rectangular in shape, with an average distance north to south of 800'± or east to west of 1,500'±. The subject includes a total of 1,237'± of maintained road front, comprising 893'± on Pillsbury Road, and 344'± on Mammoth Road, all of which is at grade and useful.

The entirety of the appraised has favorable physical character to support a productive, agricultural use. It is estimated that 3/4ths of the property is an apple orchard, and the remaining 1/4 was planted with pumpkins as of the date of inspection. The predominant soil type is Scituate-Newfields complex, with 3% - 8% slopes. This soil is classified as moderately well drained, and designated as "prime" farmland as per the NRCS Web Soil Survey. It is noted this soil is favorable for residential development. Municipal sewer service, and Pennichuck water, is available to the appraised.

To the best of the appraiser's knowledge, the appraised is not subject to any easements or restrictions considered to enhance or detract from the value or use of the property. Location in the Town of Londonderry is of average desirability as indicated by the average sales price as compared to Rockingham / Hillsborough County communities as a whole.

The Town of Londonderry Planning and Economic Development Department has completed a (preliminary)

² As per Town of Londonderry.

Development Review of the subject property, which concluded that “between 13 to 19 single family residential house lots is a reasonable assumption for the development potential of this parcel”. It is noted each development scenario presumed the construction of an interior subdivision cul-de-sac of 1,200'±.

Zoning

As per the Town of Londonderry Zoning Ordinance, all subject property is in the Agricultural-Residential (AR-1) District. Uses permitted by Right in this district include agriculture, single, & 2-family residential, manufactured housing, public facilities including recreation and utilities, religious facilities, bed & breakfast homestays, and excavation. Uses permitted by Conditional Use include back lot development and multi-families. Use permitted via Special Exception are limited to home occupations.

The minimum lot size in the AR-1 district is determined via high intensity soils surveys, although such shall not be less than 1 acre. The minimum Class V road frontage for a conventional lot is 150'. These dimensional requirements may be reduced for conservation subdivisions.

Highest and Best Use

The appraised zoning legally permits various uses, to include single family and two-family residences. The subject has a total of 1,237'± of maintained road front, along Pillsbury Road and Mammoth Road. Considering the existing traffic volume and numerous existing users along the Mammoth Road frontage, it is unlikely an owner would gain access to the subject from that road front, particularly with the alternative Pillsbury Road access. It is the appraiser's opinion, supported by market evidence and the town development review, that the highest and best use of the appraised, and most likely buyer, would intend to create a single family residential subdivision upon the property, which would involve an interior cul-de-sac to optimize the lot yield. It is noted there have been numerous examples in the market area of former orchards purchased for single family residential development.

Value Conclusion:

Estimated Market Value as of September 8, 2020:
\$1,120,000.

SALES COMPARISON APPROACH

Comparison Location	Subject	Sale #1	Sale #2	Sale #3	Sale #4	Sales Listing #5
	114 Pillsbury Rd Londonderry	50 Robinson Ln Pelham	162 High Range Rd Londonderry	105 Hillside Ave Londonderry	Garland & Currier Road Pelham	24 Lowell Road Windham
Sales Price		\$465,000	\$650,000	\$675,000	\$1,300,000	\$1,200,000
Sales Price / Acre		\$29,008	\$36,995	\$40,909	\$19,394	\$53,097
Date of Appraisal/Sale	9/8/20	5/27/20	4/11/18	8/21/17	7/28/15	9/8/20
Land (Acre)	28.0	16.03	17.57	16.50	67.03	22.60
Factors Affecting Sale						
Property Rights Conveyed	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Comparison to Subject	Same	Same	Same	Same	Same	Same
Adjusted Price / Acre	0%	0%	0%	0%	0%	0%
Financing	To be Market	Normal	Normal	Normal	Normal	Normal
Adjusted Price / Acre	0%	0%	0%	0%	0%	0%
Conditions of Sale	Arm's Length	Arm's Length	Arm's Length	Arm's Length	Arm's Length	Listing
Adjusted Price / Acre	0%	0%	0%	0%	0%	-5%
Assessment Status	In Current Use	Partially in Current Use	Not in Current Use	Not in Current Use	In Current Use	In Current Use
As Compared to Subject	Slightly Superior	Slightly Superior	Superior	Superior	Same	Same
Adjusted Price / Acre	-3%	\$28,138	\$34,405	\$38,045	\$19,394	\$50,442
Time Analysis						
Date of Sale	9/8/20	5/27/20	4/11/18	8/21/17	7/28/15	9/8/20
Date of Appraisal	9/8/20	9/8/20	9/8/20	9/8/20	9/8/20	9/8/20
Total Adjustment	+2%	+15%	+18%	+22%	+22%	0%
Adjusted Price/Acre	\$28,701	\$39,566	\$44,894	\$44,894	\$23,661	\$50,442
Physical Adjustments						
Comparative Adjustments						
Location	114 Pillsbury Rd Londonderry	50 Robinson Ln Pelham	162 High Range Rd Londonderry	105 Hillside Ave Londonderry	Garland & Currier Road Pelham	24 Lowell Road Windham
Comparison to Subject	Similar	Similar	Similar	Similar	Similar	Superior
Adjustment Required	0%	0%	0%	0%	0%	-25%
Site Size (Acres)	28.00	16.03	17.57	16.50	67.03	22.60
Comparison to Subject	Smaller	Smaller	Smaller	Smaller	Larger	Smaller
Adjustment Required	-4%	-4%	-3%	-4%	+13%	-2%
Road Frontage (Feet)	1,237	100	1,120	300	1,046	460
Road Frontage/Acre	44	6	64	18	16	20
Road Front Utility	Good	Good	Good	Good	Good	Good
Comparison to Subject	Slightly Inferior	Slightly Inferior	Similar	Slightly Inferior	Slightly Inferior	Slightly Inferior
Adjustment Required	+10%	+10%	0%	+10%	+10%	+10%
Other Physical Characteristics						
Comparison to Subject	Somewhat rectangular shape. Entirely in productive agricultural use (3/4ths as apple orchard and 1/4th in pumpkins). Potential subdivision of 13-19 lots (1.47 ac - 2.15 ac average) with 1,200' cul-de-sac.	Irregular shape. 95% well-drained soils & gentle to moderate slopes. Half wooded with average growth and half open or brush growth. An antique residence in poor condition was likely to incur demolition costs. No estimate of lot potential.	Somewhat rectangular shape. Entirely well-drained soils, shallow to bedrock. Marketed with potential for 7 lots along existing road, or 9 lots including 1,000' cul-de-sac. Now the 10 lot (1.75 ac average) Braeburn Estates subdivision, with 1,000' cul-de-sac.	Irregular but useful shape. 23-rds well-drained open field with undulating slopes. 1/3rd (to rear) very poorly drained. Estimated potential for multiple, up to 6 unit apartment buildings, totaling up to 57 units (0.30 acres per unit). Purchased with intent of obtaining a variance for auto-related use. No activity since purchased.	Irregular shape with 85% well drained soils and moderate slopes. Half open field half wooded. Buyer arranged approvals for 46 lots with extensive interior roads. Ave lot size 1.5 acres.	Deep, rectangular shape. 80% well drained soils and gentle topography. Remainder (to rear) poorly drained or obstructed by poorly drained. Largely wooded. No estimate of lot potential.
Comparison to Subject	Moderately Inferior Overall	Moderately Inferior Overall	Similar	Slightly Superior Overall	Similar Overall	Slightly Inferior
Adjustment Required	+20%	+25%	0%	-10%	0%	+5%
Net Adjustment	\$36,163	\$36,163	\$38,379	\$43,098	\$29,103	\$44,389
Adjusted Value Per Acre	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000
Per Acre Value Conclusion						
Total Value via Sales Comparison Approach	\$1,120,000	\$1,120,000	\$1,120,000	\$1,120,000	\$1,120,000	\$1,120,000

Premium to the Abutter

There are instances when a premium is justified when there are unique advantages to purchase of a property by an abutting property owner. This trend is especially applicable when the parcel being purchased gains physical features which would enable an alternative use, or a more intensive use, as a result of improved access, for instance. The client has requested that the appraiser considers if such would be applicable to a purchase of the appraised property by the abutting, Town of Londonderry.

In the case of the Moose Hill Orchards property, which has very good physical character to support a highest and best use for residential subdivision on its own, there would not be any unique advantage, no "value added", to the subject property as a result of being combined with the abutting, town-owned property. In this instance, there is no rationale for a premium to be recognized for this abutting property owner.

In reviewing this report, the reader is referred to the following Certification and General Assumptions and Limiting Conditions. In addition to those general statements, it should be noted that the document represents less than a full narrative appraisal report, certain depth of discussion and exhibits being omitted.

Thank you for the opportunity to serve your real property analysis needs.

Respectfully submitted,



Kevin A. McManus, Vice President
New Hampshire Certified General Appraiser #249

CERTIFICATION

The undersigned does hereby certify that, except as otherwise noted in this restricted report:

- 1) Kevin A. McManus inspected the subject property, on foot, on September 8, 2020.
- 2) I have no present or prospective interest in the property that is the subject of this appraisal report.
- 3) I have no personal interest or bias with respect to the subject matter of this Restricted appraisal or the parties involved.
- 4) My compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event, neither is it contingent upon any action or event resulting from the analyses, opinions, or conclusions in or use of this report.
- 5) To the best of my knowledge and belief the statements of fact contained in this Restricted Appraisal, upon which the analyses, opinions and conclusions expressed herein are based, are true and correct.
- 6) The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions (imposed by the terms of my assignment or by the undersigned), and are my personal, unbiased professional analyses, opinions, and conclusions.
- 7) The analyses, opinions and conclusions were developed, and this report has been prepared in conformity with and is subject to the requirements of the Code of Professional Ethics, the Uniform Standards of Professional Practice of the Appraisal Institute and The Uniform Appraisal Standards for Federal Land Acquisition.
- 8) No one provided significant professional assistance to the person signing this report and no one other than the undersigned prepared the analyses, conclusions and opinions concerning real estate that are set forth in this Restricted Appraisal.
- 9) The State of New Hampshire Real Estate Appraisal Board and the State of Maine Real Estate Appraiser Board require continuing education for licensed Certified General Appraisers. As of the date of this report, Kevin A. McManus has completed the requirements of the continuing education program of the Real Estate Appraiser Board.
- 10) My value conclusion as well as other opinions expressed herein are not based on a requested minimum value, a specific value or approval of a loan.
- 11) The acceptance of this appraisal assignment is based upon appropriate knowledge and experience by the undersigned to complete the assignment in a competent manner.

12) In consideration of the facts and opinions contained herein, it is my opinion that the market value of the fee simple interest in the subject property, as of September 8, 2020, is \$1,120,000.

Respectfully submitted,



Kevin A. McManus, Vice President
New Hampshire Certified General Appraiser #249

QUALIFICATIONS

KEVIN A. MCMANUS

- Appraisal Experience:** 2002 to Present – Vice President, McManus & Nault Appraisal Company, Inc., Bow, NH.
- 1987 to 2002 - Real Estate Appraiser, Thompson Appraisal Company, Inc., Concord, NH.
- 1986 to 1987 - Real Estate Appraisal Research Assistant, Thompson Appraisal Company, Inc., Concord, NH.
- Education:** 1977 - B.S. in Business Administration, Whittemore School, University of New Hampshire, Durham, NH.
- State Certification:** New Hampshire Certified General Real Estate Appraiser NHCG #249. Maine Certified General Appraiser #1840. Vermont Certified General Appraiser #08-271.
- Court Testimony:** Have qualified as an expert witness in the U.S. Bankruptcy Court of NH, Rockingham County Probate Court, Hillsborough County Superior Court, the New Hampshire Board of Tax and Land Appeal, and the Maine State Claims Commission.
- Appraisal and Real Estate Courses:**
- American Institute of Real Estate Appraisers, American Society of Appraiser, and the American Society of Farm Managers and Rural Appraisers: Valuation of Conservation Easements.
- American Institute of Real Estate Appraisers: Principles of Real Estate Appraisal.
- American Institute of Real Estate Appraisers: Basic Valuation Procedures
- American Institute of Real Estate Appraisers: Capitalization Theory and Techniques, Part A.
- American Institute of Real Estate Appraisers: Capitalization theory and Techniques, Part B.
- American Institute of Real Estate Appraisers: Standards of Professional Practice.
- American Institute of Real Estate Appraisers: Health Care and Retirement Seminar.

JMB Real Estate Academy, Inc.: Advanced Income Property Appraising

JMB Real Estate Academy, Inc.: Investment Analysis for Real Estate Appraisers

Instruction Experience:

Workshop Presenter, "Appraisals: Beyond the Basics, Challenging Issues", Saving Special Places Conference, Society for the Protection of New Hampshire Forests.

Significant Appraisal Assignments:

Appraised petroleum tank farms, nursing homes, landfill sites, youth camps, utility easements, sand and gravel operations, vacant commercial, industrial and residential land to include subdivision; timber and recreational land, lakefront property, development rights, condominium land, single and multi-family residential property; community shopping centers, auto washes, self-storage facilities, warehouse and manufacturing facilities, post offices, restaurants, social clubs, and business offices. Conducted assessment of residential property in Hooksett, NH. Appraised various property types in connection with eminent domain proceedings.

GENERAL ASSUMPTIONS AND LIMITING CONDITIONS

GENERAL ASSUMPTIONS

1. The subject legal description has been reviewed on file at the Rockingham County Registry of Deeds.
2. No survey has been provided and the land area estimate provided by the Assessor's office is assumed to be the most accurate available.
3. No responsibility is assumed for matters of a legal nature affecting title to the property nor is an opinion of title rendered. The title is assumed to be good and merchantable.
4. Information furnished by others is assumed to be true, correct, and reliable. A reasonable effort has been made to verify such information; however, no responsibility for its accuracy is assumed by the appraiser.
5. All mortgages, liens, encumbrances, leases, and servitudes have been disregarded unless so specified within the Restricted Appraisal Report. The property is appraised as though under responsible ownership and competent management.
6. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures which would render it more or less valuable. No responsibility is assumed for such conditions, items unseen or for engineering which may be required to discover them.
7. It is assumed that there is full compliance with all applicable federal, state and local environmental regulations and laws unless noncompliance is stated, defined and considered in this Restricted Appraisal Report.
8. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in the Restricted Appraisal Report.
9. It is assumed that all required licenses, consents or other legislative or administrative authority from any local, state or national governmental or private entity or organization have been or can be obtained or renewed for any use which the value estimate contained in this Restricted Appraisal Report is based.
10. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted within the Restricted Appraisal Report.
11. It is assumed that there is, or has been, no storage, use or dumping on the appraised property of asbestos, hazardous waste, or other material that has been or will in the future be, deemed harmful to health.









GENERAL LIMITING CONDITIONS

1. The appraiser will not be required to give testimony or appear in court because of having made this appraisal, with reference to the property in question, unless arrangements have been previously made therefore.
2. Possession of this Restricted Appraisal Report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event only with proper written qualification and only in its entirety.
3. The distribution of the total valuation in this Restricted Appraisal Report between land and improvements applies only under the reported highest and best use of the property. The allocations of value for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used.
4. No environmental impact studies were either requested or made in conjunction with this appraisal, and the appraiser hereby reserves the right to alter, amend, revise or rescind any of the value opinions based upon any subsequent environmental impact studies, research or investigation.
5. Neither all nor any part of the contents of this Restricted Appraisal Report, or copy thereof, shall be conveyed to the public through advertising, public relations, news, sales or any other media without written consent and approval of the appraiser. Nor shall the appraiser, firm or professional organization of which the appraiser is a member be identified without written consent of the appraiser.
6. Any liability on the part of the appraiser is limited to the amount of fee actually collected.
7. In this appraisal assignment, the existence of potentially hazardous material used in the construction or maintenance of the building, such as the presence of urea formaldehyde foam insulation, and/or existence of toxic waste, which may or may not be present on the property, has not been considered. The appraiser is not qualified to detect such substances. We urge the client to retain an expert in this field if desired.
8. Possession of this Restricted Appraisal Report does not carry with it the right of reproduction.
9. Acceptance of and/or use of this Restricted Appraisal Report constitutes acceptance of the foregoing general assumptions and general limiting conditions.

SPECIAL LIMITING CONDITIONS

1. This restricted report of a complete appraisal has been written for use by our client for the express purpose stated in this report. No other use is authorized.

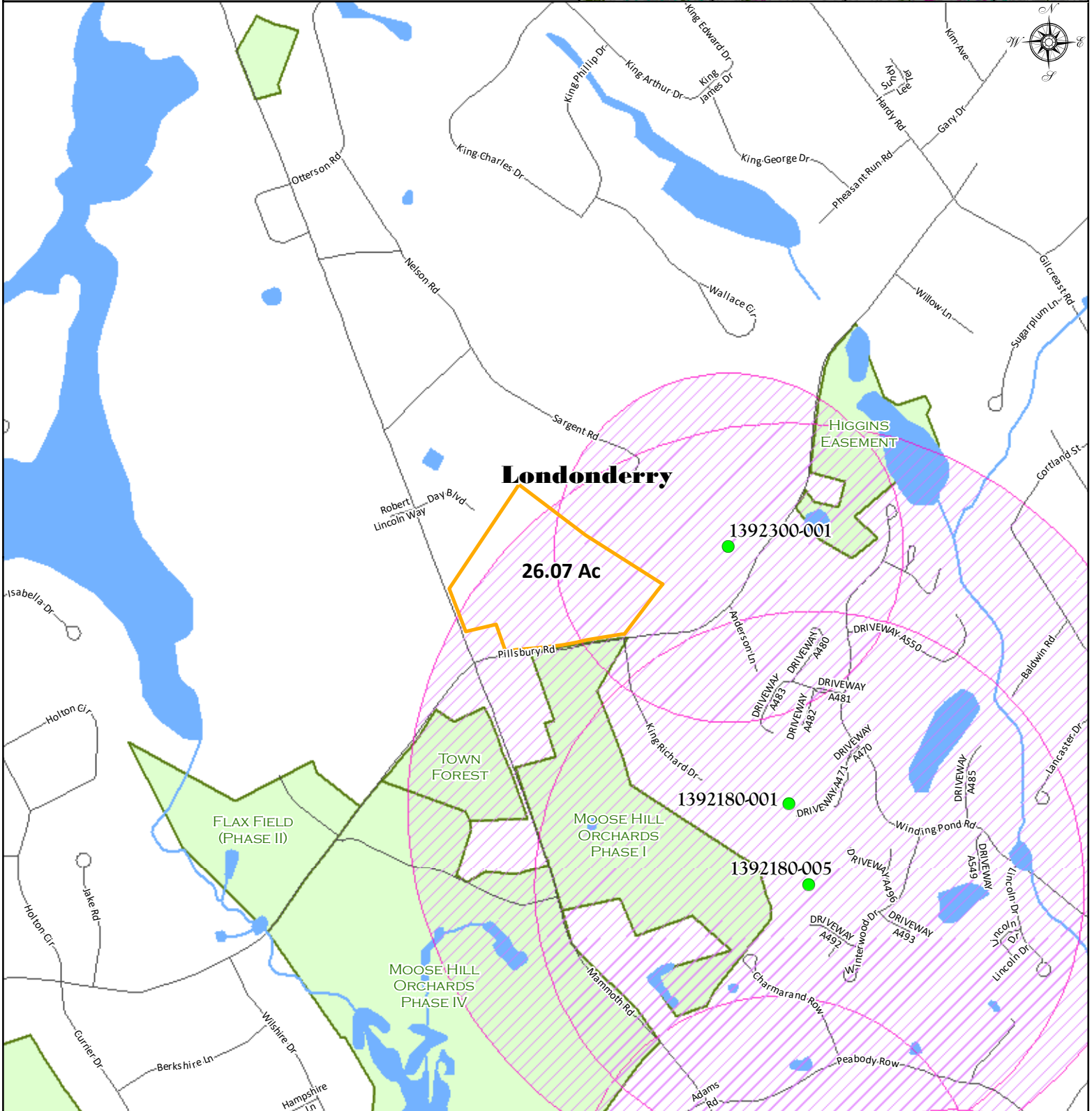
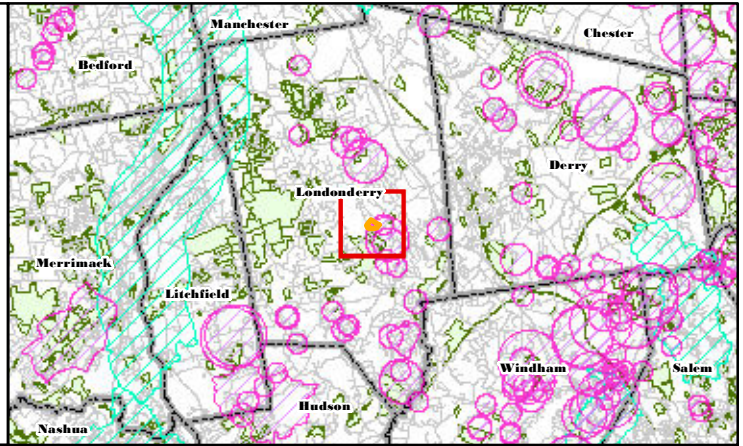
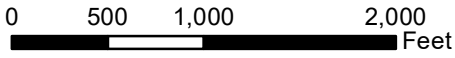
Moose Hill - Londonderry WHPAs

-  Proposed Area
-  Conservation Lands
-  Wellhead Protection Areas
-  Hydrologic Areas of Concern
-  Public Water Supply Wells
-  Hydrography
-  Town Boundaries
-  Roads

Total Acres= 26.07 Ac.
Eligible Acres= 21.81 Ac.

The coverages presented are under constant revision as new sites or facilities are added. They may not contain all of the potential or existing sites or facilities. NHDES is not responsible for the use or interpretation of this information. Not intended for legal purposes.

8/11/2020



PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT effective the date it is signed by all parties, is between **Moose Hill Orchards, Inc.**, of 230 Mammoth Road, Londonderry, NH 03053 (the "Seller"); and **The Town of Londonderry, New Hampshire**, of 268B Mammoth Road, Londonderry, NH 03053 (the "Buyer"):

1. Property

The Property to be conveyed is approximately five acres of land to be delineated on a subdivision plan ("Plan") to be approved by the Londonderry Planning Board (the "Property"). The Property is a portion of land conveyed to the Seller by warranty deed of Wallace P. Mack, II a/k/a Wallace P. Mack, Jr., dated July 29, 1980, recorded July 29, 1980 at Book 2368, Page 0722 in the Rockingham County Registry of Deeds. The configuration of the Property will approximate the "Municipal Parcel" shown on Exhibit A attached hereto.

2. Purchase Price

The Buyer shall pay the Seller the purchase price of Two Hundred Fifty Thousand Dollars and No Cents (\$250,000.00). The purchase price shall be paid as follows:

- a. Deposit of \$2,500 by check drawn on a bank account of the Town of Londonderry, to be held in escrow by Seller's representative pending closing, or as otherwise provided herein; and
- b. \$247,500.00 by check drawn on a bank account of the Town of Londonderry at closing.

3. Closing

The closing shall occur at the Londonderry Town Hall no later than the later of: (1) July 2, 2021; and (2) the later of 30 days after (i) passage of the warrant article referred to in §6(A) of this Agreement; and (ii) final Planning Board approval and recording of the Plan.

4. Transfer of Title

Upon the receipt of the Purchase Price as set forth herein, and no later than the closing date based on section 3 above (absent agreement of the parties), the Seller shall deliver to the Buyer a duly executed, good and sufficient Warranty Deed in form reasonably satisfactory to the Buyer conveying fee interest in the Property free from liens and encumbrances, except:

- a. Real estate taxes assessed on the Property which are not yet due and payable;
- b. Lien for Current Use Taxation;

- c. Betterment assessments, if any, which are not a recorded lien on the date of this Agreement;
- d. Federal, state, and local laws, ordinances, bylaws, rules and regulations regulating use of land, including building codes, zoning bylaws, health and environmental laws;
- e. Utility easements of record; and
- f. Permitted Encumbrances.

5. Closing Certifications and Documents

- a. Seller shall execute and deliver simultaneously with the delivery of the deed such certifications and documents as may customarily and reasonably be required by Buyer, including, without limitation, certifications and documents relating to: (A) parties in possession of the Property; (B) the creation of mechanics' or materialmen's liens; (C) the settlement statement, 1099 acknowledgment, NH DRA forms, disbursement authorization, certificate of nonforeign status, errors and omissions agreement, and tax proration agreement; (D) Seller not in bankruptcy and there being no litigation pending or threatened against or relating to the Property; and (E) information required to permit the closing agent to report the transaction accurately to applicable taxing authorities.
- b. Seller shall provide evidence of Seller's good standing with the Secretary of State, copies of its formation documents, as amended, and certification as to the authority of the person signing documents on the Seller's behalf, all as reasonably requested by Buyer.

6. Contingencies

The Buyer's and Seller's performance of this Agreement is contingent upon the following:

- A. Passage of an article on the Town of Londonderry's 2021 warrant approving the purchase of the Property;
- B. Approval of this transaction by the Londonderry Town Council under RSA 41:14-a, if required;
- C. Approval by the Londonderry Planning Board, and recording of, a subdivision plan creating the Property in a configuration approximating the "Municipal Parcel" shown on Exhibit A attached hereto, or in another configuration satisfactory to Seller and Buyer, to be prepared and submitted by the Buyer, at its sole cost. Buyer shall exercise good faith efforts to secure approval of the

Londonderry Planning Board as soon as possible and Seller shall sign a written authorization allowing Buyer to proceed with subdivision approval;

- D. Within 60 days from the date of this Agreement, 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 the results 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 the 60th day from the date hereof, in which event this agreement will be null and void without recourse to the Seller.

Should one or more of the foregoing contingencies fail, the Seller will return the deposit to Buyer and the parties shall be released from their respective obligations under this Agreement. The parties acknowledge, with respect to the contingencies contained in §6(A) and (B), above, that the voters at Town Meeting, the Town Council, and the Planning Board, are not obligated to approve the items set forth in §6(A) and (B), above, and the Seller shall have no cause of action or other recourse against the Buyer if any of these contingencies fail. If the contingencies in 6(A) and (B) are not satisfied by May 31, 2021, Time Being of the Essence, Seller may terminate this Agreement and the Deposit shall be returned to the Buyer.

7. Option to Purchase

Notwithstanding the terms of this Agreement, if the contingency in Paragraph 6A should fail, upon Buyer's written notice to Seller dated not more than one hundred twenty (120) days from the Buyer's 2021 Annual Town Meeting Date, Buyer may exercise an option to purchase the Property on the terms contained herein, provided Buyer completes the purchase not later than thirty (30) days from the date of such notice, time being of the essence.

8. Closing Costs

The Seller and Buyer shall be responsible for their respective fees and expenses, including real estate transfer taxes and recording fees and legal fees, as these fees and expenses are typically and normally assessed to sellers and buyers in a New Hampshire real estate transaction. Transfer of title to the Property is exempt from the New Hampshire Real Estate Transfer Tax.

9. Real Estate Broker

There is no real estate broker or agency involved in this transaction and no real estate commission is due and owing to any broker or agency.

10. Title

On or before the end of the 60th day from the date of this Agreement (the "Title Notification Date"), Buyer agrees to obtain, at Buyer's expense, either (i) a Commitment for Title Insurance written on a nationally recognized title insurance company, or (ii) a written title certification, together with copies of all instruments which create title exceptions (collectively, the "Title Commitment"). Buyer agrees that on or before the Title Notification Date, Buyer shall give written notice to Seller of any title matters which are not acceptable to Buyer as Permitted Encumbrances (the "Title Notice"). Except for those matters of record arising after the date of the Title Commitment, any matter of record not set forth in the Title Notice shall be deemed to be a Permitted Encumbrance. In the event that the Title Notice sets forth title matters not acceptable to Buyer as Permitted Encumbrances, then Seller shall use reasonable efforts to remedy the title matters to which Buyer has disapproved in the Title Notice. If Seller shall be unable to remedy such title matters, this Agreement shall be deemed terminated and the Deposit shall be returned to Buyer.

11. No Waste

During the term of this Agreement, Seller shall not commit waste on the Property, and Seller shall not alter the Property in any way, including, but not limited to the harvesting of timber, excavation of earth, or construction of improvements, provided, however, that the Seller may continue to utilize the Property as a working farm as it has customarily done in the past. Seller shall keep the taxes paid upon the Property and shall permit no liens or encumbrances to attach to the Property.

12. Other Disclosures

Seller represents and warrants that during the time of Seller's ownership of the Property, Seller has not discovered, nor has Seller caused the Property to be exposed to, any toxic or hazardous substance, except for such substances typically used or available for use on working farms in New Hampshire, and Seller is otherwise unaware of the existence of any toxic or hazardous substance on the Property. The parties waive any statutory property disclosure requirements that may apply to the Property.

13. Default

If the Seller shall default in the performance of the Seller's obligations under this agreement, then the Buyer may institute a suit for specific performance or pursue other available legal remedies. If the Buyer shall default in the performance of the Buyer's obligations under this agreement, then the Seller may rescind the agreement and treat the deposit as liquidated damages. This shall be the Seller's sole remedy at law or in equity.

14. Attorneys

Michael D. Ramsdell and Michael J. Malaguti represent the Buyer and the Buyer's interests. The Seller is represented by Charles F. Cleary.

15. Condition of Property

Except as otherwise set forth herein Seller is conveying the Property in its AS IS condition.

16. Effect of Agreement

This Agreement contains the complete, final, and exclusive embodiment of the entire understanding between the parties. This Agreement is entered into without reliance on any promise, representation, agreement or understanding, oral or written, not contained herein. This Agreement may only be amended in a writing signed by the parties hereto.

17. Venue

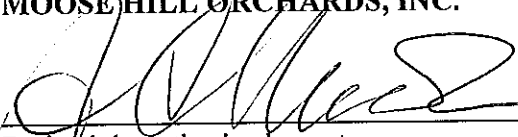
This Agreement shall be enforced in accordance with the laws of the State of New Hampshire, and the parties agree that any litigation to enforce the provisions of this Agreement will take place in Rockingham County, New Hampshire. In the event of litigation regarding this Agreement, the parties expressly submit to the exclusive jurisdiction and venue of the Rockingham County Superior Court located in Brentwood, New Hampshire.

SELLER

BUYER

MOOSE HILL ORCHARDS, INC.

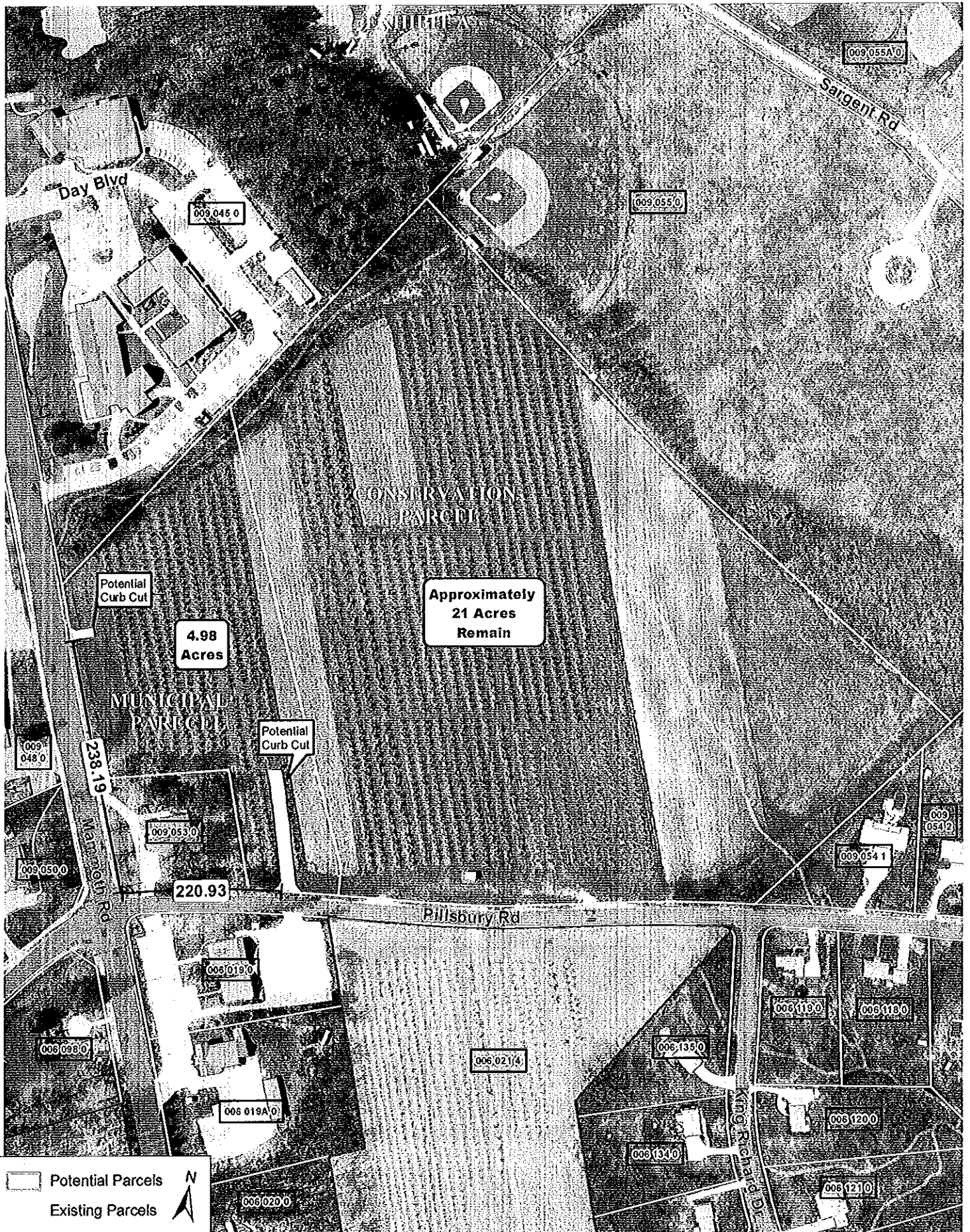
TOWN OF LONDONDERRY


By its duly authorized agent

By its duly authorized agent

Date: 12-9-20

Date: _____



Approximately
21 Acres
Remain

4.98
Acres

MUNICIPAL
PARCEL

CONSERVATION
PARCEL

Day Blvd

Sargent Rd

Pillsbury Rd





Wainman Rd
238.19

220.93

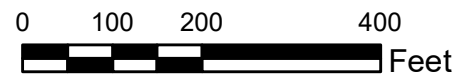
Potential Parcels
 Existing Parcels
 Conservation Parcels
 Ponds or Wetlands





-  Potential Parcels
-  Existing Parcels
-  Conservation Parcels
-  Ponds or Wetlands

N





moose hill
orchards inc.



12/29/20

Moose Hill Orchards Incorporated agrees to continue to farm the land north of Pillsbury Road (U-Pick #3) after the purchase of the property by the Town of Londonderry, NH. Moose Hill Orchards Inc. supports the purchase of this property by the Town of Londonderry for conservation and potential municipal uses.

Michael D. Cross
General Manager
Moose Hill Orchards Inc.

DRAFT WARRANT ARTICLES

Tax Appropriation

To see if the Town will vote to raise and appropriate the sum of **TWO HUNDRED FIFTY THOUSAND DOLLARS** (\$250,000) for the purpose of purchasing approximately five (5) acres of land at 114 Pillsbury Road (Tax Map 009, Lot 049) from Moose Hill Orchards, Inc., said land to be subdivided from land of Moose Hill Orchards, Inc.

Unassigned Fund Balance

To see if the Town will vote to raise and appropriate the sum of **TWO HUNDRED FIFTY THOUSAND DOLLARS** (\$250,000) for the purpose of purchasing approximately five (5) acres of land at 114 Pillsbury Road (Tax Map 009, Lot 049) from Moose Hill Orchards, Inc., said land to be subdivided from land of Moose Hill Orchards, Inc., and to authorize the use of **TWO HUNDRED FIFTY THOUSAND DOLLARS** (\$250,000) from the June 30 Unassigned Fund Balance toward this appropriation.

LEGAL NOTICE

Pursuant to RSA 36-A:4, notice is hereby given that the Londonderry Town Council will hold a public hearing on the following item:

The purchase of approximately twenty-three acres of land located along Pillsbury Rd, on a portion of Map 9, Lot 49, for the purpose of placing it into conservation.

The public hearing will occur on Monday, January 18, 2021
at 7:00 PM at the Londonderry High School Cafeteria, 295 Mammoth Road,
Londonderry, NH 03053.

Londonderry Town Council

LEGAL NOTICE

The Londonderry Town Council will hold a PUBLIC HEARING on the following item:

**Ordinance #2021-01 – A Resolution Amending and Extending Resolution #2020-03
Relative to the Expiration Date of the Town of Londonderry Temporary Leave Policy**

The Public Hearing is scheduled for Monday, January 18, 2021 at 7:00 PM at the Londonderry High School Cafeteria, 295 Mammoth Road, Londonderry, NH 03053.

Londonderry Town Council

RESOLUTION #2021-01

A Resolution Amending and Extending Resolution #2020-03 Relative to the Expiration Date of the Town of Londonderry Temporary Leave Policy

First Reading: 01/04/2021
Public Hearing: 01/18/2021
Adopted: 01/18/2021

WHEREAS on June 13, 2019, the Town of Londonderry adopted Resolution #2019-05, thereby replacing and adopting a revised “Family and Medical Leave of Absence Policy” in Title VI—Town Policy Chapter XI;

WHEREAS in light of the current COVID-19 pandemic, the United States Congress enacted the “Families First Coronavirus Response Act” (FFCRA), mandating certain employers to provide expanded family and medical leave rights to certain employees for certain reasons related to COVID-19;

WHEREAS by Resolution #2020-03, the Town of Londonderry adopted a Temporary Leave Policy in accordance with the FFCRA, which is attached hereto and which became Section VII off the “Family and Medical Leave of Absence Policy” in Title VI, Chapter XI, of the Town policy section of the Londonderry Municipal Code (hereinafter, “Temporary Leave Policy”);

WHEREAS pursuant to the FFCA, the Temporary Leave Policy was set to expire on December 31, 2020;

WHEREAS the United State Congress has recently enacted the Consolidated Appropriations Act, 2021, to supplement the Coronavirus Aid, Relief, and Economic Security (“CARES”) Act, and said Act permits employers to extend the leave provisions of the FFCRA through March 31, 2021;

WHEREAS the Town Council may, pursuant to Article 3 of the Town Charter, revise the Municipal Code as necessary; and

WHEREAS in light of the status of the COVID-19 pandemic in Londonderry and the State of New Hampshire generally, the Council wishes to revise the Temporary Leave Policy to extend the expiration date to March 31, 2021.

NOW THEREFORE BE IT RESOLVED by the Town Council of the Town of Londonderry, that Resolution 2021-01 is hereby adopted such that the expiration date of the attached Temporary Leave Policy is now March 31, 2021, and this Resolution shall become effective on

Town of Londonderry
Resolution 2021-01, Extension of Temporary Leave Policy Due to COVID-19

the date of adoption set forth herein and reviewed as necessary thereafter.

John Farrell, Chairman
Londonderry Town Council

A true copy attest:

Sharon Farrell - Town Clerk

(TOWN SEAL)

SECTION VII. Temporary Leave Policy In Compliance With The “Families First Coronavirus Response Act” (FFCRA)

Congress has enacted the “Families First Coronavirus Response Act” (hereinafter, “FFCRA”), which revises the already existing Family and Medical Leave Act (FMLA) to require expanded family and medical leave for specified reasons related to COVID-19. The provisions of the FFCRA (and by extension, this new Section VII of the Town’s Family and Medical Leave Policy) must be in effect on **April 1, 2020** and will remain in effect until **December 31, 2020** **March 31, 2021** (unless modified later by federal legislation).

EMERGENCY PAID SICK LEAVE (“PSL”)

Regardless of length of employment and upon presentation of documentation evidencing the following, employees are entitled to receive up to eighty (80) hours (pro-rated for part-time employees) of paid sick leave (“PSL”) for an absence related to COVID-19 if you are unable to work (or telework) due to any one of the following reasons:

1. You are subject to a Federal, State or local (including Town-mandated) quarantine or isolation order related to COVID-19;
2. You have been advised by a health care provider to self-quarantine due to concerns related to COVID-19;
3. You are experiencing symptoms of COVID-19 and are seeking a medical diagnosis;
4. You are caring for an individual who is under either a governmental quarantine order or advice from a health care provider to self-quarantine;
5. You are caring for your son or daughter (under age 18) because his/her school or place of childcare has closed, or his/her childcare provider is unavailable due to COVID-19 precautions; OR
6. You are experiencing another substantially similar condition specified by the Secretary of Health and Human Services.

For reasons 1, 2 and 3: Paid Sick Leave (PSL) is paid at your regular pay rate, capped at \$511/day (\$5,110 total).

For reasons 4, 5 and 6: PSL is paid at 2/3 of your regular pay rate, capped at \$200/day (\$2,000 total).

This PSL is ***IN ADDITION TO*** any accrued sick leave you already have (meaning, these 80 hours will NOT come out of your sick leave time). PSL is also ***in addition to*** any COVID-related time you may have already taken (and was provided as regular pay) prior to 4/1/20 under the Town’s then-Temporary Leave Policy.

Coordination with Workers’ Compensation: If any hours of PSL are also approved by Primex to

be covered by Workers' Compensation and the Town has already paid PSL in your paycheck, you will be required to sign over any Workers' Compensation check(s) to the Town (as you will have already been paid your regular wages for the PSL hours).

ADDITIONAL CHILDCARE RELATED LEAVE ("CRL")

Upon presentation of documentation evidencing the following, eligible employees* are permitted to take up to twelve (12) weeks of Childcare Related Leave ("CRL") if you are unable to work (or telework) due to a need to take care of your minor child resulting from:

- School closure due to a public health emergency; OR
- Unavailability of a child care provider due to a public health emergency.

*The following employees are NOT eligible for CRL: Law enforcement officers (to include patrol officers up to the Chief of Police); firefighters (to include firefighter/EMT/paramedics up to the Fire Chief); telecommunications operators/dispatchers; public works personnel (to include all truck driver/laborers, equipment operators, mechanic/equipment operators, Assistant Foreman, Foreman, Environmental Engineer, Asst. Public Works Director, and DPW Director); and emergency management personnel (to include the Town Manager, Assistant Town Manager, and Finance Director). For all other employees: to be eligible for CRL, you must have worked for the Town for at least 30 calendar days.

The first two (2) weeks of CRL are unpaid; however, you are allowed to use your own sick, vacation, or floating holiday pay (in that order) to cover the first two weeks of CRL. You may also use Paid Sick Leave ("PSL") for the first two weeks of CRL if you have not already used your PSL allotment for reasons 1-4 or 6 in the PSL Section, above.

The remaining (up to) ten (10) weeks of CRL are paid at 2/3 of your regular pay rate, capped at \$200/day (\$10,000 total).

IMPORTANT PROVISIONS RELEVANT TO BOTH PSL AND CRL

Both types of leave described herein (PSL and CRL) fall within the 12-week/year parameters already set forth by the Town's FMLA Policy, meaning that during the FMLA year used by the Town, only 12 weeks of any type of leave (regular FMLA, PSL and CRL) may be taken.

If your PSL or CRL is paid at 2/3 of your regular pay rate (see above), you may NOT use accrued leave time to supplement your wages during the duration of such PSL or CRL.

Whether your COVID-related leave falls under PSL or CRL, you must notify your Supervisor as well as contact Human Resources so that we may properly process your leave and file all necessary paperwork, including with Primex if applicable. You may be required to submit documentation evidencing your fitness for duty prior to your return to work.

TOWN OF LONDONDERRY

NOTICE OF PUBLIC HEARING

ACCEPTANCE OF GRANT FUNDS

The Londonderry Town Council will hold a public hearing pursuant to RSA 31:95-b, III relative to the acceptance of unanticipated revenue. The Town has been awarded grant funds totaling \$9,899.00 for the purpose of implementing a program to help the Town's fire department respond to the opioid abuse problem of visitors and residents of Londonderry. The grant award requires Town matching funds of \$4,544.00.

The public hearing will be held on Monday, January 18, 2020 at Town Council meeting to be held at the Londonderry High School Cafeteria, 295 Mammoth Road, Londonderry, NH 03053, to begin at 7:00 p.m. Information on both of these grants are available in the Finance Office and through the Fire Department during regular business hours. The public is urged to attend.



State of New Hampshire

Department of Safety

Division of Fire Standards and Training & Emergency Medical Services
98 Smokey Bear Boulevard, Concord, New Hampshire
Mailing Address: 33 Hazen Drive, Concord, New Hampshire 03305-0002

Business: (603) 223-4200 Fax: (603) 271-1091



Robert L. Quinn
Commissioner

Deborah A. Pendergast
Director

December 18, 2020

Darren O'Brien
Londonderry Fire Department
280 Mammoth Road
Londonderry, NH 03053

Reference: 2020-2021 (FFY21) FR-CARA Grant Application Status

Dear Chief O'Brien:

Thank you for submitting a First Responder, Comprehensive Addiction and Recovery Act (FR-CARA) Cooperative Agreement application for the NH Project FIRST program.

- We have finished the review and found the project falls within the guidelines of the current NH Project FIRST program.
- The next step in the review process is to execute the attached grant agreement.

**THIS DOES NOT MEAN YOUR GRANT HAS BEEN AWARDED.
DO NOT START YOUR PROGRAM.**

- Once we receive an appropriately executed grant agreement from you, we will send it to the Department of Safety's Business Office to continue the review process.
- The Department of Safety Business Office or Governor and Council will have final decision on approving the project, which may take 6-8 weeks. You will be notified via email of the final decision.

Along with your returned grant agreement, we will need **meeting minutes showing that your governing body have accepted the terms of the grant**. Sample meeting minutes and instructions on how to properly execute the grant agreement are also enclosed. Again, this letter does **NOT** constitute approval. **Please keep this for your records.**

If you have any questions or need assistance with this process, please contact me.

Sincerely,

Paula Holigan
SAMHSA Program Manager

Enclosures

RESOLUTION 2021-02

A Resolution Relative to the
Acceptance of Unanticipated Revenue Under RSA 31:95-b

First Reading: 1/18/21
Second Reading: Waived
Adopted: 1/18/21

WHEREAS the Town of Londonderry adopted the provisions of RSA 31:95-b with the passage of warrant article 18 at their March, 1994 town meeting; and,

WHEREAS the Town Council desires to and has complied with RSA 31:95-b, III (b) relative to unanticipated moneys received in amounts less than \$10,000; and,

WHEREAS the Town has been awarded the First Responder Comprehensive Addiction and Recovery Act (FR-CARA) Cooperative Agreement in the amount of \$9,899.00, with a matching required of \$4,544.00 for the purpose of implementing a Mobile Integrated Healthcare (MIH) pending both NH Fire Standards and Training & EMS approval and Governor and Council approval.

NOW THEREFORE BE IT RESOLVED by the Londonderry Town Council to authorize the Town Manager to sign all documents related to the grant and to enter into and accept the terms of the First Responder Comprehensive Addiction and Recovery Act (FR-CARA) Cooperative Agreement mentioned in this resolution and therefore the Town Council resolves that the unanticipated revenues in the amount of \$9,899.00 for the fiscal year ended June 30, 2021, are hereby accepted.

John Farrell - Chairman
Town Council

(TOWN SEAL)

Sharon Farrell - Town Clerk

A TRUE COPY ATTEST:
1/18/21

ORDER #2021-02

An Order Relative to

EXPENDITURE OF MAINTENANCE TRUST FUNDS FOR VARIOUS PROJECTS

Reading: 01/18/2021

Adopted: 01/18/2021

WHEREAS voters since 2003 have approved funding for the maintenance and repair of public buildings and grounds in the town; and

WHEREAS by the Town Council of the Town of Londonderry that the Town Treasurer is hereby ordered to expend \$5,897.00 from the Expendable Maintenance Trust Fund for the aforementioned repairs and improvements.

NOW THEREFORE BE IT ORDERED by the Town Council of the Town of Londonderry that the Town Treasurer is hereby ordered to expend \$5,897.00, from the Expendable Maintenance Trust Fund for the aforementioned repairs and improvements.

John Farrell, Chairman
Town Council

Sharon Farrell
Town Clerk

A TRUE COPY ATTEST:
01/18/2021

First Reading: 01/18/2021
Hearing/Second Reading: Waived
Adopted: 01/18/2021

ORDER 2021-03

An Order Relative to

THE EXPENDITURE OF RECLAMATION TRUST FUNDS

WHEREAS in 2003 voters established a Reclamation Trust Fund to fund the disposal of motor vehicle waste, and recycling and reclamation of other wastes; and

WHEREAS recycling carts are required for the automated curbside recycling collection;

NOW THEREFORE BE IT ORDERED by the Town Council of the Town of Londonderry that the Town Treasurer is hereby ordered to expend \$11,759.00 from the Reclamation Trust Fund for recycling carts and parts.

John Farrell - Chairman
Town Council

(TOWN SEAL)

Sharon Farrell - Town Clerk

A TRUE COPY ATTEST:
01/18/2021

LONDONDERRY TOWN COUNCIL MEETING MINUTES

1 January 4, 2021

2
3 The meeting took place in the Londonderry High School Cafeteria, 295 Mammoth Rd,
4 Londonderry, NH 03053.

5
6 Present: Chairman John Farrell; Vice Chairman Joe Green; Councilor Tom Dolan and Jim
7 Butler; Town Manager Kevin Smith; Assistant Town Manager Lisa Drabik; Executive
8 Assistant Kirby Brown; Attending remotely: Councilor Deb Paul

9
10 CALL TO ORDER

11
12 Chairman Farrell called the Town Council meeting to order. This was followed by the
13 Pledge of Allegiance. This was followed by a moment of silence for those who serve us
14 both here and abroad.

15
16 PUBLIC COMMENT

17
18 NHDES gave an update to the Council on the drinking water concerns in Londonderry.
19 Chairman Farrell introduced Brandon Kernen with NHDES who was present via phone for
20 the meeting. Kernen introduced himself, the administrator of the drinking water/ground
21 water bureau for NHDES.

22
23 Chairman Farrell announced that Councilor Paul was attending the meeting via phone.

24
25 Kernen stated that there has been a lot of sampling going on. There are about 200 residential
26 wells outside the descent decree area that exceed in PFAS levels. Kernen said letters went
27 out to people about how to sample their own wells id they won't want to wait for the state.
28 Kernen stated that they have received at least fifty calls. You can fill out information on the
29 NHDES website. Kernen encourages people to fill out the information on the website if they
30 want their well tested.

LONDONDERRY TOWN COUNCIL MEETING MINUTES

34 Kernen stated that the next step is to continue to characterize the extent of contamination
35 and the exposure to what's considered to be too much PFAS. Kernen went over temporary
36 fixes with bottle water and filters.

37 Councilor Paul asked for a timeline as to when things would move forward and be put into
38 place. Councilor Paul also said she's heard mixed things about the reverse osmosis and if
39 you have a septic, pushing all of the water into your septic can damage your leach fields.
40 People should be made aware of damage, along with fixing the water. Kernen stated that
41 there are steps in the next few months with financial assistance for point of use treatment.
42 Kernen stated that they are going to work with the Town to come up with the timeline over
43 the next few weeks and there can be routine updates. Kernen said they only have half of the
44 data with the sampling results so far.

45
46 Chairman Farrell stated that the town is underwhelmed by the response from the state and
47 not being able to have a timeline, is disappointing.

48
49 Ray Breslin, 3 Gary Dr, asked Kernen for clarification on the way of measuring parts per
50 trillion. Is there another way of measuring PFOA. Kernen stated that the PFAS results, the
51 labs report, and monograms per liter, which is equivalent to parts per trillion, they are used
52 interchangeably in a liquid form. If you were doing it in soil it would be grams per
53 milligram, grams for gram. Monograms per liter or parts per trillion is what's being done.

54
55 Dave Larochelle, 22 Shasta Dr, stated that he did receive a letter a week ago that a well
56 within 500 feet of his house tested positive, so he is concerned. Larochelle asked where the
57 problem is coming from and if there is any recourse. Chairman Farrell stated that it's coming
58 from Saint Gobain and Merrimack is suing them and taking action against Saint Gobain.
59 Chairman Farrell stated that Londonderry has been supporting everything that Merrimack
60 has been doing.

61
62 Tony Defrancesco, 1 Cheshire Ct, stated that he recognizes that the Council has been
63 working hard to work together with the School Board/District, and it seems like every time,
64 a law, RSA, or a wall keeps it from moving forward. Defrancesco stated that the town should
65 open a Charter Commission to find a way to work together.

66
67

LONDONDERRY TOWN COUNCIL MEETING MINUTES

PUBLIC HEARING

68
69
70

There was no public hearing.

71

NEW BUSINESS

72

73

74 Chairman Farrell introduced Resolution #2021-01, the first reading of a Resolution
75 amending and extending Resolution #2020-03 relative to the expiration date of the Town of
76 Londonderry temporary leave policy. Assistant Town Manager Lisa Drabik presented.
77 There will be a public hearing at the next Council meeting on January 18th. Motion to
78 approve Resolution #2021-01 made by Vice Chairman Green and second by Councilor
79 Dolan. Chair voted 5-0-0 in roll call vote.

80

81 Chairman Farrell introduces Order #2021-01, an order relative to the expenditure of
82 maintenance trust fund for various projects. This Order is for winter maintenance. Motion
83 to approve Order #2021-01 made by Vice Chairman Green and second by Councilor Dolan.
84 Chair votes 5-0-0 in roll call vote.

85

OLD BUSINESS

86

87

88 The Council went over Warrant Articles. Chairman Farrell stated that they have looked at
89 comparison tax rates from town to town, level of service, etc. Town Manager Smith
90 presented the tax rate for all local towns. Town Manager Smith stated that revenue is
91 trending higher than last year. Rental car registrations are trending higher as well.

92

93 Chairman Farrell discussed Article 3. Expendable Maintenance Trust Fund, \$90k come out
94 of UFB and \$90k will come out of the tax rate. Councilor Dolan stated that the language in
95 the article should be matured to explain why this article is necessary. Finance Director Justin
96 Campo stated that he will work with the attorney and DRA, but we have to be careful with
97 the wording. The more we put in there, the more stringent it becomes.

98

99 Chairman Farrell jumped to Article 13, extend water main to the homes behind the Apple
100 Tree Mall. Town Manager Smith provided some background with discussions that have

LONDONDERRY TOWN COUNCIL MEETING MINUTES

101 been had with Pennichuck, a cost sharing plan, Apple Tree Mall owner, Londonderry, and
102 residents would have cost sharing responsibility to bring municipal water to that area.

103
104 Ethan Paul, 19 Lancaster, stated that he is one of the houses affected. It has been a year
105 since they have been able to drink their water. Paul stated that his number is 430 and other
106 neighbors have extremely high numbers as well. Paul stated that he went to Kevin and that's
107 where the planning began.

108
109 Erica Laue, 18 Lancaster Dr, stated that her level is high. Laue stated that she has been told
110 that the houses are unsellable properties due to this issue. They would be locked into their
111 homes until something municipal is installed.

112
113 Chairman Farrell stated that we are looking at \$200M to hook up the entire town. Chairman
114 Farrell stated that this article will go onto the ballot for the voters.

115
116 Vice Chairman Green asked how much the system will be per house. Smith stated that it's
117 his understanding that it's about \$200k for all eight homes in the area.

118
119 Chairman Farrell went through the remainder of the articles.

120
121 Assistant Town Solicitor Mike Malaguti discussed Article 12, who has been working with
122 the Conservation Commission on the sale of a portion of Mack's Apples. Terms of the
123 town's proposed purchase of the 28 acre parcel at 114 Pillsbury Rd. This is the orchard that
124 abuts the Town Hall parcel. Malaguti explained the history.

125
126 style="text-align: center;">**APPROVAL OF MINUTES**

127
128 Motion to approve the Town Council minutes from December 21, 2020 made by Vice
129 Chairman Green and second by Councilor Dolan. Chair votes 5-0-0 in a roll call vote.

130
131
132

LONDONDERRY TOWN COUNCIL MEETING MINUTES

ADJOURNMENT

- 133
- 134
- 135 Motion to adjourn made by Vice Chairman Green and second by Councilor Dolan. Chair
136 votes 5-0-0 in a roll call vote.
- 137
- | | | | |
|-----|---------------------|--------------|-----------------|
| 138 | Notes and Tapes by: | Kirby Brown | Date: 1/04/2021 |
| 139 | Minutes Typed by: | Kirby Brown | Date: 1/10/2021 |
| 140 | Approved by: | Town Council | Date: 1/18/2021 |