



RESOLUTION

APPROPRIATING \$650,000 FOR THE PURCHASE OF LAND FOR THE DIVISION OF PUBLIC WORKS AT 836, 844, AND 848 WEST HOLLIS STREET (MAP D, LOTS 84, 85, AND 86) AND AUTHORIZING THE ACQUISITION OF THAT PROPERTY

CITY OF NASHUA

In the Year Two Thousand and Twelve

RESOLVED by the Board of Aldermen of the City of Nashua that \$500,000 is appropriated from Account 701-3573 "Pennichuck Acquisition Fund" and \$150,000 is appropriated from Account 591-86005 "FY 2012 General Contingency" into 551-96725 "Public Works – Land Purchase" to purchase land for the Division of Public Works on West Hollis Street; and

FURTHERMORE, BE IT RESOLVED by the Board of Aldermen of the City of Nashua that the Mayor is authorized to purchase the properties located at 836, 844, and 848 West Hollis Street (Tax Map D, Lots 84, 85, and 86) from the Docos Family Revocable Trust of 2009 and Robert F. and Gail M. Brown on the terms and conditions of the attached Purchase and Sale Agreements. The purchase price of said land and buildings shall not exceed five hundred thousand dollars (\$500,000) for 836 and 844 West Hollis Street and one hundred fifty thousand dollars (\$150,000) for 848 West Hollis Street, both to be paid from Account 551-96725 "Public Works – Land Purchase".

As this is a resolution which supplements the budget, the following information is provided pursuant to NRO § 5-145, E:

The accumulated sum of all appropriations of the FY2012 combined annual municipal budget is \$242,497,006. The FY2012 dollar amount under the limit established by City Charter Section 56-c is \$478,669.

LEGISLATIVE YEAR 2012

RESOLUTION: R-2012-20

PURPOSE: Appropriating \$650,000 for the purchase of land for the Division of Public Works at 836, 844, and 848 West Hollis Street (Map D, Lots 84, 85, and 86) and authorizing the acquisition of that property

SPONSOR(S): Mayor Donnalee Lozeau

**COMMITTEE
ASSIGNMENT:**

FISCAL NOTE: The \$650,000 amount is made up of two components. \$150,000 of the funding is from the FY12 General Contingency account. The current available balance in the general contingency account is \$295,000, assuming passage of R-12-012. The remaining \$500,000 is from the reimbursement funds available in the Pennichuck Acquisition Fund. This Supplemental Appropriation will increase the FY2012 combined annual municipal by \$500,000, as the \$150,000 from the FY General Contingency was already included in the FY2012 combined annual municipal budget. The FY2012 combined municipal budget remains within the limitation on budget increases under Charter Sec. 56-c.

ANALYSIS

This resolution appropriates \$650,000 from the Pennichuck Acquisition Fund (\$500,000) and the FY2012 General Contingency Account (\$150,000) for the purpose of purchasing land at 836, 844, and 848 West Hollis Street for the Division of Public Works. This resolution also authorizes the city to acquire those three properties on the terms and conditions of the attached two purchase and sale agreements. Funds for the purchase will come from the newly created Account 551-96725 "Public Works – Land Purchase".

Charter Sec. 53 permits specific non-budget, supplementary appropriations. No public hearing is required under Charter Sec. 56-a. A two-thirds vote is required under Charter Sec. 56-b for an item or amount not in the mayor's budget. A roll call is required under Charter Sec. 49. The supplementary appropriation is part of the combined annual budget for spending cap purposes.

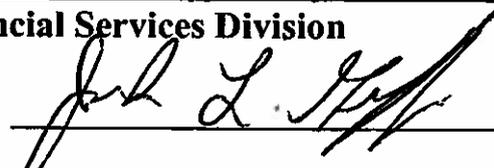
NRO § 5-130, H provides that "when proposed legislation to transfer or reappropriate a particular appropriation or portion thereof has had its first reading, such funds shall not be expended or transferred while the legislation is pending".

Charter §77 provides that the planning board "shall review and make recommendations to the mayor and board of aldermen on all locations for proposed municipal buildings and facilities, including educational, [and] on the purchase and sale of any land by the city".

The purchase and sales agreements also require a vote of approval by the board of public works.

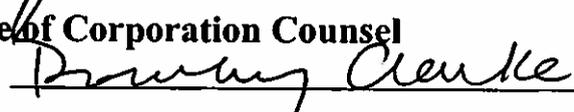
**Approved as to account
structure, numbers,
and amount:**

Financial Services Division

By: 

Approved as to form:

Office of Corporation Counsel

By: 

Date: March 9, 2012

PURCHASE AND SALE AGREEMENT

836 and 844 WEST HOLLIS STREET, NASHUA NH

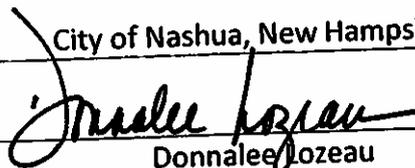
1. **THIS AGREEMENT** is made this 14th day of February, 2012 between the Docos Family Revocable Trust of 2009, Spyros C. Docos and Katherine C. Docos, Trustees ("SELLER") of 836 West Hollis Street, Nashua, New Hampshire, 03060 and the City of Nashua, New Hampshire ("BUYER") of 229 Main Street, Nashua, New Hampshire, 03060.
2. **WITNESSETH:** That SELLER agrees to sell and convey, and BUYER agrees to purchase, for the purchase price and subject to every one of the terms and conditions hereafter set forth, the real property located in City of Nashua, New Hampshire, known as or more particularly described as 836 West Hollis Street and 844 West Hollis Street (Sheet D, Lots 84 and 85), made up of two parcels of land, inclusive of all the buildings, structures and other improvements of every kind and description now in, on, over and under the land and recorded in the Hillsborough County Registry of Deeds at Book 8135 Page 781 on September 17, 2009 (the "PROPERTY").
3. The **PURCHASE PRICE** is Five Hundred Thousand Dollars (\$500,000.00).

Cash, Certified Check, Bank Draft or Wire Transfer payable to SELLER on the date of transfer of title in the sum of \$500,000.00.

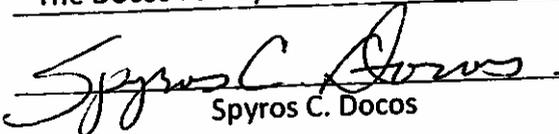
Provided, nonetheless, the Balance Due shall be net (whether plus or minus) of any proration set forth within Section 9 (Prorations) of this Agreement, as applicable.
4. **DEED:** Marketable title shall be conveyed by a warranty deed, and shall be free and clear of all encumbrances except usual public utilities serving the PROPERTY, encumbrances noted herein, and encumbrances acceptable to BUYER.
5. **TRANSFER OF TITLE:** On or before April 30 2012 ~~[DATE OF CLOSING]~~ KOD, 2012 or some other place of mutual consent as agreed to in writing, time being of the essence ("CLOSING").
6. **POSSESSION:** Full possession and occupancy of the premises with all keys shall be given upon the transfer of title free of all occupants and occupant's personal property and encumbrances except as herein stated.
7. **MAINTENANCE:** Until possession is delivered, SELLER agrees to maintain the PROPERTY in good condition and working order with the PROPERTY to be then in the same conditions of the date of this Agreement, reasonable wear and tear accepted.

8. **TITLE:** Buyer shall have 60 calendar days to examine title from the effective date. If upon examination of title it is found that the title is not marketable or contains matters of record not previously disclosed to the BUYER, SELLER shall have a reasonable time, not to exceed thirty (30) days from the date of notification of defect (unless otherwise agreed to in writing), to remedy such defect. Should SELLER be unable to provide marketable title within said thirty (30) days, BUYER may rescind this Agreement at BUYER'S sole option, and all parties being released from any further obligations hereunder. SELLER hereby agrees to make a good faith effort to correct the title defect within the thirty (30) day period above prescribed once notification of such defect is received, except with respect to any monetary liens which BUYER may pay-off and remedy at the CLOSING. The cost of examination of the title shall be borne by BUYER.
9. **PRORATIONS:** All real estate taxes and waste water fees as of the date of transfer of title, shall be apportioned, as appropriate, between the SELLER and the BUYER as of the date of transfer of title.
10. **ENVIRONMENTAL CONTAMINATION:** BUYER'S obligations under this Agreement are contingent upon its receipt of a satisfactory Phase I Environmental Site Assessment report regarding the environmental conditions directly affecting the Property. The satisfactory nature of any such report shall be determined in the reasonable judgment of BUYER.
11. **ADDITIONAL PROVISIONS:** The sale is contingent upon a vote of approval of the City of Nashua Board of Aldermen and Board of Public Works.
12. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties relating to the subject thereof, and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this Agreement.
13. **GOVERNING LAW.** This Agreement shall be construed by and in accordance with the laws of the State of New Hampshire, excluding its choice of law rules or rulings.
14. **EFFECTIVE DATE:** This is a binding contract and the effective date is when signed and dated, whether by electronic transfer or original, and all changes initialed and dated, by SELLER and BUYER. Each party is to receive a fully executed duplicate original of this Agreement. This Agreement shall be binding upon the heirs and/or other authorized representatives of both parties.

This is a legal instrument. If not understood, legal, tax or other counsel should be consulted before signing.

BUYER: City of Nashua, New Hampshire
By:  2/14/2012
Donnalee Lozeau Date
Its: Mayor
Title

Address: 229 Main St
PO Box 2019
Nashua, NH 03061

SELLER: The Docos Family Revocable Trust of 2009
By:  2-15-2012
Spyros C. Docos Date
Its:  Trustee
Title

Address: 836 West Hollis Street
Nashua, NH 03060

By:  2-15-2012
Katherine C. Docos Date
Its: Trustee
Title

Address: 836 West Hollis Street
Nashua, NH 03060

PURCHASE AND SALE AGREEMENT

848 WEST HOLLIS STREET, NASHUA NH

1. **THIS AGREEMENT** is made this 14th day of February, 2012 between Robert F. and Gail M. Brown ("SELLER") of 16326 SW Three Wood Way, Indiantown, Florida, 34956 and the City of Nashua, New Hampshire ("BUYER") of 229 Main Street, Nashua, New Hampshire, 03060.
2. **WITNESSETH:** That SELLER agrees to sell and convey, and BUYER agrees to purchase, for the purchase price and subject to every one of the terms and conditions hereafter set forth, the real property located in City of Nashua, New Hampshire, known as or more particularly described as 848 West Hollis Street (Sheet D, Lot 86), made up of one parcel of land, inclusive of all the buildings, structures and other improvements of every kind and description now in, on, over and under the land and recorded in the Hillsborough County Registry of Deeds at Book 2398 Page 569 on May 16, 1975 (the "PROPERTY").
3. The **PURCHASE PRICE** is One Hundred and Fifty Thousand Dollars (\$150,000.00).

Cash, Certified Check, Bank Draft or Wire Transfer payable to SELLER on the date of transfer of title in the sum of \$150,000.00.

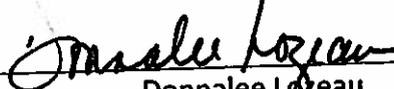
Provided, nonetheless, the Balance Due shall be net (whether plus or minus) of any proration set forth within Section 9 (Prorations) of this Agreement, as applicable.
4. **DEED:** Marketable title shall be conveyed by a warranty deed, and shall be free and clear of all encumbrances except usual public utilities serving the PROPERTY, encumbrances noted herein, and encumbrances acceptable to BUYER.
5. **TRANSFER OF TITLE:** On or before [DATE OF CLOSING], 2012 or some other place of mutual consent as agreed to in writing, time being of the essence ("CLOSING").
6. **POSSESSION:** Full possession and occupancy of the premises with all keys shall be given upon the transfer of title free of all occupants and occupant's personal property and encumbrances except as herein stated.
7. **MAINTENANCE:** Until possession is delivered, SELLER agrees to maintain the PROPERTY in good condition and working order with the PROPERTY to be then in the same conditions of the date of this Agreement, reasonable wear and tear accepted.

REC'D FEB 21 2012

- 8. TITLE:** Buyer shall have 60 calendar days to examine title from the effective date. If upon examination of title it is found that the title is not marketable or contains matters of record not previously disclosed to the BUYER, SELLER shall have a reasonable time, not to exceed thirty (30) days from the date of notification of defect (unless otherwise agreed to in writing), to remedy such defect. Should SELLER be unable to provide marketable title within said thirty (30) days, BUYER may rescind this Agreement at BUYER'S sole option, and all parties being released from any further obligations hereunder. SELLER hereby agrees to make a good faith effort to correct the title defect within the thirty (30) day period above prescribed once notification of such defect is received, except with respect to any monetary liens which BUYER may pay-off and remedy at the CLOSING. The cost of examination of the title shall be borne by BUYER.
- 9. PRORATIONS:** All real estate taxes and waste water fees as of the date of transfer of title, shall be apportioned, as appropriate, between the SELLER and the BUYER as of the date of transfer of title.
- 10. ENVIRONMENTAL CONTAMINATION:** BUYER'S obligations under this Agreement are contingent upon its receipt of a satisfactory Phase I Environmental Site Assessment report regarding the environmental conditions directly affecting the Property. The satisfactory nature of any such report shall be determined in the reasonable judgment of BUYER.
- 11. ADDITIONAL PROVISIONS:** The sale is contingent upon a vote of approval of the City of Nashua Board of Aldermen and Board of Public Works.
- 12. ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties relating to the subject thereof, and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this Agreement.
- 13. GOVERNING LAW.** This Agreement shall be construed by and in accordance with the laws of the State of New Hampshire, excluding its choice of law rules or rulings.
- 14. EFFECTIVE DATE:** This is a binding contract and the effective date is when signed and dated, whether by electronic transfer or original, and all changes initialed and dated, by SELLER and BUYER. Each party is to receive a fully executed duplicate original of this Agreement. This Agreement shall be binding upon the heirs and/or other authorized representatives of both parties.

This is a legal instrument. If not understood, legal, tax or other counsel should be consulted before signing.

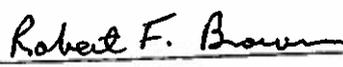
UYER: City of Nashua, New Hampshire

By: 
Donnalee Lozeau

2/14/2012
Date

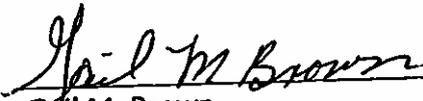
Its: Mayor
Title

Address: 229 Main St
PO Box 2019
Nashua, NH 03061

SELLER: 
Robert F. Brown

Feb 17, 2012
Date

Address: 16326 SW Three Wood Way
Indiantown, FL 34956

SELLER: 
Gail M. Brown

Feb. 17, 2012
Date

Address: 16326 SW Three Wood Way
Indiantown, FL 34956



RESOLUTION

TRANSFERRING \$650,000 FOR THE PURCHASE OF LAND FOR THE DIVISION OF PUBLIC WORKS AT 836, 844, AND 848 WEST HOLLIS STREET (MAP D, LOTS 84, 85, AND 86) AND AUTHORIZING THE ACQUISITION OF THAT PROPERTY

CITY OF NASHUA

In the Year Two Thousand and Twelve

RESOLVED by the Board of Aldermen of the City of Nashua that \$500,000 is transferred from FY2012 Account 701-3573 "Pennichuck Acquisition Fund" and \$150,000 is transferred from FY2012 Account 591-86005 "General Contingency" into FY2012 Account 600-96 "Capital Improvements" to purchase land for the Division of Public Works on West Hollis Street; and

FURTHERMORE, BE IT RESOLVED by the Board of Aldermen of the City of Nashua that the Mayor is authorized to purchase the properties located at 836, 844, and 848 West Hollis Street (Tax Map D, Lots 84, 85, and 86) from the Docos Family Revocable Trust of 2009 and Robert F. and Gail M. Brown on the terms and conditions of the attached Purchase and Sale Agreements. The purchase price of said land and buildings shall not exceed five hundred thousand dollars (\$500,000) for 836 and 844 West Hollis Street and one hundred fifty thousand dollars (\$150,000) for 848 West Hollis Street, both to be paid from FY2012 Account 600-96 "Capital Improvements".



RESOLUTION

TRANSFERRING \$650,000 FOR THE PURCHASE OF LAND FOR THE DIVISION OF PUBLIC WORKS AT 836, 844, AND 848 WEST HOLLIS STREET (MAP D, LOTS 84, 85, AND 86) AND AUTHORIZING THE ACQUISITION OF THAT PROPERTY

CITY OF NASHUA

In the Year Two Thousand and Twelve

RESOLVED by the Board of Aldermen of the City of Nashua that \$500,000 is transferred from FY2012 Account 701-3573 “Pennichuck Acquisition Fund” and \$150,000 is transferred from FY2012 Account 591-86005 “General Contingency” into FY2012 Account 600-96 “Capital Improvements” to purchase land for the Division of Public Works on West Hollis Street; and

FURTHERMORE, BE IT RESOLVED by the Board of Aldermen of the City of Nashua that the Mayor is authorized to purchase the properties located at 836, 844, and 848 West Hollis Street (Tax Map D, Lots 84, 85, and 86) from the Docos Family Revocable Trust of 2009 and Robert F. and Gail M. Brown on the terms and conditions of the attached Purchase and Sale Agreements. The purchase price of said land and buildings shall not exceed five hundred thousand dollars (\$500,000) for 836 and 844 West Hollis Street and one hundred fifty thousand dollars (\$150,000) for 848 West Hollis Street, both to be paid from FY2012 Account 600-96 “Capital Improvements”.

FURTHERMORE, BE IT RESOLVED by the Board of Aldermen of the City of Nashua that the city shall not cause said properties to be developed, including the construction of buildings, except in conformance with the city’s residential zoning regulations applicable to the neighborhood in which the properties are located.

RESOLUTION R-12-020

Transferring \$650,000 for the purchase of land for the Division of Public Works at 836, 844, and 848 West Hollis Street (Map D, Lots 84, 85, and 86) and authorizing the acquisition of that property

IN THE BOARD OF ALDERMEN

1st READING MARCH 13, 2012

Referred to:

COMMITTEE ON INFRASTRUCTURE AND NASHUA CITY PLANNING BOARD

2nd Reading MAY 8, 2012; TABLED 5/8/12

3rd Reading SEPT. 12, 2012; POSTPONED UNTIL SEPT. 25, 2012

4th Reading SEPT. 25, 2012 - TABLED

5TH READING: SEPT. 27, 2012

Other Action _____

Passed SEPTEMBER 27, 2012

Indefinitely Postponed _____

Defeated _____

Attest: Paul Bergeron
City Clerk

Ben J. McE
President

Approved Donald Hogan
Mayor's Signature

September 28, 2012
Date

Endorsed by

Donald Hogan MAYOR
Michael J. Petrusch TABACKSO
Richard A. [unclear] VITALE
[unclear] DOWD
Mary Ann [unclear] MELIZZI-GOLJA
Bob [unclear] MCCARTHY

Vetoed: _____

Veto Sustained: _____

Veto Overridden: _____

Attest: _____
City Clerk

President