

SPECIAL COMMITTEE ON INFRASTRUCTURE

OCTOBER 4, 2023

6:30 PM or immediately following joint meeting of BPW and Cte. on Infrastructure

Aldermanic Chamber

ROLL CALL

PUBLIC COMMENT

COMMUNICATIONS

UNFINISHED BUSINESS

NEW BUSINESS – RESOLUTIONS

R-23-164

Endorsers: Mayor Jim Donchess
Alderman-at-Large Michael B. O'Brien, Sr.
Alderman John Sullivan
Alderman Patricia Klee
Alderman Alex Comeau
Alderman Richard A. Dowd
Alderman Tyler Gouveia
Alderman-at-Large Gloria Timmons

AUTHORIZING THE SALE OF A TAX DEEDED PROPERTY LOCATED AT 1 EDWARDS STREET

NEW BUSINESS – ORDINANCES

O-23-060

Endorsers: Mayor Jim Donchess
Alderman-at-Large Michael B. O'Brien, Sr.
Alderman John Sullivan
Alderman Patricia Klee
Alderman-at-Large Melbourne Moran, Jr.
Alderman Thomas Lopez
Alderman-at-Large Ben Clemons
Alderman-at-Large Shoshanna Kelly
Alderman Alex Comeau
Alderman Richard A. Dowd
Alderman Tyler Gouveia
Alderman June M. Caron
Alderman Derek Thibeault
Alderman-at-Large Gloria Timmons
Alderman-at-Large Lori Wilshire

AUTHORIZING FREE HOLIDAY PARKING AT METERS IN ZONE III WHICH INCLUDES THE ELM STREET AND HIGH STREET PARKING GARAGES FROM DECEMBER 11, 2023 THROUGH JANUARY 1, 2024

TABLED IN COMMITTEE

L Deerwood Drive – Lot H-103

- tabled at 6/28/23 meeting

GENERAL DISCUSSION

PUBLIC COMMENT

REMARKS BY THE ALDERMEN

POSSIBLE NONPUBLIC SESSION

ADJOURNMENT



RESOLUTION

AUTHORIZING THE SALE OF A TAX DEEDED PROPERTY LOCATED AT 1 EDWARDS STREET

CITY OF NASHUA

In the Year Two Thousand and Twenty Three

WHEREAS, the property located at 1 Edwards Street (Map 122, Lot 305) was obtained by tax deed by the City of Nashua on April 21, 2023, Hillsborough County Registry of Deeds Book 9695, Page 2797; and

WHEREAS, the Board of Aldermen has determined that the property should not be retained for public use.

NOW, THEREFORE, BE IT RESOLVED by the Board of Aldermen of the City of Nashua that the Mayor is hereby authorized to convey the parcel by deed pursuant to a purchase and sale agreement with Ann Ingalls, wife of the former owner Robert Ingalls, in a form substantially similar to the attached, in accordance with NRO Section 5-116 and applicable state law, including without limitation 80:80,VI. The Mayor, with the assistance of Corporation Counsel or retained counsel, is authorized to prepare and execute all necessary documents to effectuate the conveyance.

LEGISLATIVE YEAR 2023

RESOLUTION: R-23-164

PURPOSE: Authorizing the sale of a tax deeded property located at 1 Edwards Street

SPONSOR(S): Mayor Jim Donchess

COMMITTEE ASSIGNMENT: Committee on Infrastructure

FISCAL NOTE: The proceeds of the sale will reduce the outstanding delinquent tax liability owed to the City.

ANALYSIS

This legislation authorizes the sale of the tax deeded property located at 1 Edwards Street by a purchase and sale agreement pursuant to NRO 5-116 and RSA 80:80, VI.

RSA 80:80, VI states that the Board of Aldermen's power to dispose of property that has been taken by tax deed "as justice may require" shall include the power to "convey the property to a former owner, or to a third party for benefit of a former owner, upon such reasonable terms as may be agreed to in writing, including the authority of the municipality to retain a mortgage interest in the property, or to reimpose its tax lien, contingent upon an agreed payment schedule, which need not necessarily reflect any prior redemption amount. Any such agreement shall be recorded in the registry of deeds. This paragraph shall not be construed to obligate any municipality to make any such conveyance or agreement." RSA 80:80, VI (c).

Approved as to account structure, numbers, and amount:

Financial Services Division

By: 

Approved as to form:

Office of Corporation Counsel

By: /s/Celia K. Leonard

Date: September 20, 2023

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT made as of this _____ day of October, 2023, by and between **The City of Nashua**, a municipal corporation with an address of 229 Main Street, Nashua, New Hampshire, (hereinafter referred to as “SELLER”) and **Ann Ingalls**, of 1 Edwards Street, Nashua, New Hampshire, (hereinafter referred to as the “BUYER”).

The SELLER agrees to sell and convey and the BUYER agrees to buy the following described premises upon the terms and conditions hereinafter set forth:

1. Premises. SELLER’S interest in a parcel of land with buildings thereon located in Nashua, New Hampshire known as or described as 1 Edwards Street, Nashua, New Hampshire being Map 122 Lot 305 of the Nashua Tax Maps, as described in a certain Tax Deed recorded in the Hillsborough County Registry of Deeds in Book 9695, Page 2797 (the “Premises”).

2. Purchase Price. The purchase price for the described Premises shall be the base price of One Hundred Twelve Thousand Five Hundred Seventy-Nine and 87/100 Dollars (\$112,579.87) representing the amount of unpaid real property taxes due to SELLER for the Premises as of the date of Closing, together with any additional interest charged, any amount of expenses incurred for preparation of this Agreement, the Deed for this transaction, notice of deed and all interest, costs, and penalties as may be assessed by the City as permitted pursuant to NH RSA 80:89 and NH RSA 80:90 which shall be disclosed by SELLER prior to Closing, which shall be paid on the date of closing by wire transfer or bank draft.

3. Deed. The SELLER receiving such payments at the time and manner above-mentioned, shall execute, acknowledge and deliver unto the BUYER, a deed containing no covenants and makes no warranty or assurance as to good and marketable title. The Premises is sold subject to encumbrances, liens and charges, if any such exist.

4. **Title.** SELLER is not making and has not at any time made any warranties or representations of any kind or character, express or implied with respect to title. SELLER obtained title to the Premises through a tax deed and at all times during SELLER'S ownership, BUYER has occupied the Premises.

5. **Closing Date.** The parties agree that upon receipt of the Purchase Price the SELLER shall transfer title on or before November ____, 2023, at the City Hall of Nashua, unless another mutually agreed upon time and place shall be decided upon by both parties. At Closing, SELLER shall execute and deliver the deed. The parties agree that BUYER may at its own cost and expense engage a representative or title company to represent the Buyer at Closing at its sole discretion.

6. **Possession.** The Premises shall be conveyed subject to all tenants, and together with personal property as may exist on the Premises. BUYER occupies the Premises and SELLER has no knowledge of the tenants or personal property thereon. Transfer of SELLER'S ownership of the Premises to BUYER will be considered a release by both parties of liabilities of or any rights to either contribution or indemnification from the other for events occurring or circumstances concerning the Premises and ownership of the Premises by SELLER and BUYER.

7. **Realtor.** The parties agree that no realtor/broker brought about this sale, and each party agrees to indemnify and hold the other harmless from any brokerage claims brought in this transaction.

8. **Risk of Loss.** All risk of loss to the Premises prior to Closing by fire or other casualty or condemnation shall be on BUYER. In the event any such casualty, this Agreement shall stand and BUYER shall purchase the Premises. SELLER shall have no obligation to restore, repair or replace the Premises in the event of any casualty.

9. Liquidated Damages. Intentionally Omitted.

10. Proration. BUYER shall purchase the Premises subject to and assume liability for all real estate taxes, special assessments, utility bills, rents, water and sewage bills which may be due as of the date of Closing or become due following the date of Closing and indemnify SELLER for any claims by any vendor or provider of such taxes, services or utilities.

11. Property Included. The Premises shall be sold with all fixtures, to include all appliances, furnace and air conditioning units and all furnishings currently in the Premises all without representation or warranty as to the fitness or condition of the same.

12. Financing. This agreement is contingent upon BUYER obtaining financing for the purchase of the Premises.

13. Representations and Warranties. The Premises and personal property, fixtures, furnishings, and equipment therein are sold "AS-IS". Except as expressly set forth in this Agreement, it is understood and agreed that SELLER is not making and has not at any time made any warranties or representations of any kind or character, express or implied, with respect to the Premises the personal property, fixtures, furnishings and equipment therein, including, but not limited to, any warranties or representations as to habitability, merchantability, or fitness for a particular purpose or as to the physical, structural or environmental condition of the Premises or its compliance with laws.

BUYER acknowledges and agrees that upon Closing SELLER shall sell and convey to BUYER and BUYER shall accept the Premises and personal property, fixtures, furnishings and equipment therein at the time of the transfer "AS IS, WHERE IS, WITH ALL FAULTS", except to the extent expressly provided otherwise in this Agreement except as set forth herein, BUYER has not relied and will not rely on, and SELLER is not liable for or bound by, any express or

implied warranties, guaranties, statements, representations or information pertaining to the Premises or relating thereto (including specifically, without limitation, offering packages distributed with respect to the Premises) made or furnished by SELLER or any real estate broker or agent representing or purporting to represent SELLER, to whomever made or given, directly or indirectly, orally or in writing, unless specifically set forth in this Agreement. BUYER also acknowledges that the purchase price reflects and takes into account that the Premises is being sold "AS-IS".

BUYER represents to SELLER that BUYER has occupied the Premises and knows the condition of the Premises and the existence or non-existence or curative action to be taken with respect to any hazardous or toxic substances on or discharged from the Premises or any defects in the Premises known or unknown, and will rely solely upon said knowledge and not upon any information provided by or on behalf of SELLER or its agents or employees with respect thereto, other than such representations, warranties and covenants of SELLER as are expressly set forth in this Agreement. Upon Closing, BUYER shall assume the risk that adverse matters, including, but not limited to, construction defects and adverse physical and environmental conditions, may not have been revealed by BUYER'S investigations, and BUYER, upon Closing, and except for matters set forth herein which expressly survive the Closing, shall be deemed to have waived, relinquished and released SELLER (and SELLER'S officers, directors, shareholders, employees and agents) from and against any and all claims, demands, causes of action (including causes of action in tort), losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) of any and every kind or character, known or unknown, which BUYER might have asserted or alleged against SELLER (and SELLER'S officers, directors, shareholders, employees and agents) at any time by reason of or arising out of the physical and environmental conditions of

the land or improvements, any latent or patent construction defects, violations of any applicable laws and any and all other acts, omissions, events, circumstances or matters regarding the Premises. The provisions of this Section 13 shall survive the Closing or any termination of this Agreement.

14. Integration. All representations, statements, and agreements heretofore made between the parties are merged in this agreement, which alone fully and completely expresses their respective obligations, and this agreement is entered into by each party after opportunity for investigation, neither party relying on any statements or representations not embodied in this agreement, made by the other or on their behalf.

15. Applicable Law. The parties agree this agreement shall be interpreted and enforced according to the laws of the State of New Hampshire. The parties further agree that any action brought by either party to enforce the terms of this Agreement shall be filed in the Superior Court of Hillsborough County, New Hampshire, Southern District.

16. Persons Bound. This agreement shall be binding upon the heirs, devisees, executors, administrators, personal representatives, and assignees of both parties.

17. Notifications and Disclosures. By executing this Agreement, BUYER acknowledges that it has received, as applicable, the notifications and disclosures set forth in Exhibit A attached hereto, and has received and executed the Lead Paint Disclosure Attachment set forth in Exhibit B attached hereto.

18. Modifications. The terms of this Agreement may not be amended, waived or terminated orally, but only by an instrument in writing signed by both SELLER and BUYER.

19. BUYER Representation. BUYER represents and warrants that BUYER, other than financing as addressed in section 12 above, has all necessary consents and authority to sign

this Agreement and perform BUYER's obligations under the Agreement; that BUYER is not party to any litigation that could prevent or affect the purchase of the Premises; and that BUYER, in addition to any personal benefit, is purchasing the Premises for the benefit of her husband, Robert Ingalls. All representations of BUYER in this section 19 shall survive the Closing. BUYER understands and agrees that SELLER is relying upon the above representations in agreeing to sell the Premises to BUYER.

20. Assignment. BUYER shall not assign or transfer this Agreement or delegate any of its obligations or duties under this Agreement without the prior written consent of SELLER, which consent may be withheld in SELLER's sole discretion.

IN WITNESS WHEREOF, the parties have hereunto caused this agreement to be executed as of the day and year first above written.

SELLER:

CITY OF NASHUA

Witness

By: _____
Honorable James Donchess, Mayor

BUYER:

Witness

Ann Ingalls

EXHIBIT A

NOTIFICATIONS AND DISCLOSURES

1. Radon Gas and Lead Paint Notification (RSA 477:4-a).

“Radon Gas: Radon gas, the product of decay of radioactive materials in rock, may be found in some areas of New Hampshire. This gas may pass into a structure through the ground or through water from a deep well. Testing can establish its presence, and equipment is available to remove it from the air and water.”

“Lead Paint: Before 1977, paint containing lead may have been used in structures. The presence of flaking lead paint can present a serious health hazard, especially to young children and pregnant women. Tests are available to determine whether lead is present.”

2. Water Supply, Sewage Disposal and Other Disclosures (RSA 477:4-c, d).

(i) Water Supply System: MUNICIPAL

- (a) Type:
- (b) Location:
- (c) Malfunctions:
- (d) Date of Installation:
- (e) Date of Most recent Water Test:
- (f) Problems Experienced by SELLER:

(ii) Sewage Disposal System: MUNICIPAL

- (a) Size of Tank:
- (b) Type:
- (c) Location:
- (d) Malfunctions:
- (e) Age:
- (f) Date Most Recently Serviced:

(g) Name of Contractor Who Services System:

(iii) Insulation: Unknown

(a) Type:

(b) Location:

EXHIBIT B

LEAD PAINT DISCLOSURE ATTACHMENT

1.0 Lead Warning Statement Pursuant to 42 U.S.C. §4852d.

EVERY PURCHASER OF ANY INTEREST IN RESIDENTIAL REAL PROPERTY ON WHICH A RESIDENTIAL DWELLING WAS BUILT PRIOR TO 1978 IS NOTIFIED THAT SUCH PROPERTY MAY PRESENT EXPOSURE TO LEAD FROM LEAD-BASED PAINT THAT MAY PLACE YOUNG CHILDREN AT RISK OF DEVELOPING LEAD POISONING. LEAD POISONING IN YOUNG CHILDREN MAY PRODUCE PERMANENT NEUROLOGICAL DAMAGE, INCLUDING LEARNING DISABILITIES, REDUCED INTELLIGENCE QUOTIENT, BEHAVIORAL PROBLEMS, AND IMPAIRED MEMORY. LEAD POISONING ALSO POSES A PARTICULAR RISK TO PREGNANT WOMEN. THE SELLER OF ANY INTEREST IN RESIDENTIAL REAL PROPERTY IS REQUIRED TO PROVIDE THE BUYER WITH ANY INFORMATION ON LEAD-BASED PAINT HAZARDS FROM RISK ASSESSMENTS OR INSPECTIONS IN THE SELLER'S POSSESSION AND NOTIFY THE BUYER OF ANY KNOWN LEAD-BASED PAINT HAZARDS. A RISK ASSESSMENT OR INSPECTION FOR POSSIBLE LEAD-BASED PAINT HAZARDS IS RECOMMENDED PRIOR TO PURCHASE.

2.0 SELLER's Disclosure (initial where appropriate).

_____ Presence of lead-based paint and/or lead-based hazards (check one below):

Known lead-based paint and/or lead-based paint hazards are present in the housing (explain). _____

X SELLER has no knowledge of lead-based and/or lead-based paint hazards in the housing.

_____ Records and reports available to the SELLER (check one below):

SELLER has provided the BUYER with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below). _____

X SELLER has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

3.0 BUYER's Acknowledgment (initial where appropriate).

_____ BUYER has received copies of all information listed above.

_____ BUYER has received the pamphlet Protect Your Family from Lead In Your Home.

_____ BUYER has (check one below):

- Received a ten (10) day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based and/or lead-based paint hazards; or
- Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

4.0 Agent's Acknowledgment (initial where appropriate):

N/A Agent has informed the SELLER of the SELLER's obligations under 42 U.S.C. §4852d and is aware of his/her responsibility to ensure compliance.

5.0 Certificate of Accuracy:

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate. Each of the following parties has duly executed and delivered this LPDA prior to the execution and delivery of the above-referenced Agreement.

EXECUTED on the date(s) set forth below.

SELLER:

CITY OF NASHUA

By: _____
Honorable James Donchess, Mayor

Witness

BUYER:

Witness

Ann Ingalls



ORDINANCE

AUTHORIZING FREE HOLIDAY PARKING AT METERS IN ZONE III WHICH INCLUDES THE ELM STREET AND HIGH STREET PARKING GARAGES FROM DECEMBER 11, 2023 THROUGH JANUARY 1, 2024

CITY OF NASHUA

In the Year Two Thousand and Twenty-Three

The City of Nashua ordains that Part II “General Legislation”, Chapter 320 “Vehicles and Traffic”, Article XI “Parking Meters”, Section 320-47 “Parking meter and reserved space fees; permits; meter bags”, subsection A of the Nashua Revised Ordinances, as amended, be hereby further amended by deleting the struck-through language and adding the new underlined language as follows:

“§ 320-47. Parking meter and reserved space fees; permits; meter bags.

A. The parking fee for all . . .

(1) ...

(2) ...

(3) ...

(a) The parking fees in Subsection A(3) above, which includes the metered spaces in the Elm Street and High Street parking garages, shall not be enforced from ~~December 12, 2022 through December 31, 2022~~ December 11, 2023 through January 1, 2024.”

All ordinances or parts of ordinances inconsistent herewith are hereby repealed.

This ordinance shall become effective upon final passage.

LEGISLATIVE YEAR 2023

ORDINANCE: O-23-060

PURPOSE: Authorizing free holiday parking at meters in Zone III which includes the Elm Street and High Street parking garages from December 11, 2023 through January 1, 2024

ENDORSERS: Mayor Jim Donchess

COMMITTEE Committee on Infrastructure
ASSIGNMENT:

FISCAL NOTE: Estimated \$4,600 or less in lost meter revenue

ANALYSIS

This legislation authorizes free holiday parking at metered parking spaces in Zone III from December 11, 2023 through January 1, 2024, similar to the past several years. Monthly passes are not affected. Time limits as well as other parking violations will continue to be enforced during the free holiday period.

Approved as to form: Office of Corporation Counsel

By: Donna Clarke

Date: 19 September 2023