



Due to COVID-2019 State of Emergency, the City Council will be holding its meetings remotely using the web-based program, Zoom. City Councilors will be participating in this meeting remotely. Members of the public will be able to assess this public meeting through a variety of options, described below. If you encounter any issues accessing this meeting, please call 603-757-0622 during the meeting. To view the City Council meeting, please navigate to www.zoom.us and enter the Meeting ID# 844 2993 1649. To listen via telephone call 877-853-5257 and enter the Meeting ID # 844 2993 1649.

City of Keene

New Hampshire

**FINANCE, ORGANIZATION
AND PERSONNEL COMMITTEE**

AGENDA

Council Chambers B

September 24, 2020

6:30 PM

Thomas F. Powers, Chair
Stephen L. Hooper, Vice Chair
Terry M. Clark
Michael J. Remy
Raleigh C. Ormerod

1. Acceptance of Donation - Fire Department
2. Acceptance of Donation - Fire Department
3. Mutual Aid Ambulance Agreement - Fire Department
4. Attorney Adam Kossayda - Lease Request - Hangar Lot 15A
5. Update: Kingsbury Property - City Manager
6. Authorizing the Condemnation of Land for the Winchester Street Reconstruction Project
Resolution R-2020-36

MORE TIME ITEMS:

- A. Councilors Remy, Bosley and Giacomo - Continued Remote Participation

Non Public Session
Adjournment



City of Keene
Transmittal Form

September 9, 2020

TO: Finance, Organization and Personnel Committee

FROM: Mark Howard, Fire Chief

THROUGH: Elizabeth A. Dragon, City Manager

ITEM: 1.

SUBJECT: Acceptance of Donation - Fire Department

RECOMMENDATION:

Move that the Finance, Organization and Personnel Committee recommend that the City Manager be authorized to do all things necessary to accept a donation of \$250.00.

BACKGROUND:

The Keene Fire Department has received a donation of \$250.00 from John Breheny.



City of Keene
Transmittal Form

September 9, 2020

TO: Finance, Organization and Personnel Committee

FROM: Mark Howard, Fire Chief

THROUGH: Elizabeth A. Dragon, City Manager

ITEM: 2.

SUBJECT: Acceptance of Donation - Fire Department

RECOMMENDATION:

Move that the Finance, Organization and Personnel Committee recommend that the City Manager be authorized to do all things necessary to accept a donation of \$200.00.

BACKGROUND:

The Keene Fire Department has received a donation of \$200.00 from Frederick and Stephen Ide.



City of Keene
Transmittal Form

September 16, 2020

TO: Finance, Organization and Personnel Committee

FROM: Mark Howard, Fire Chief

THROUGH: Elizabeth Dragon, City Manager

ITEM: 3.

SUBJECT: Mutual Aid Ambulance Agreement - Fire Department

RECOMMENDATION:

Move that the Finance, Organization and Personnel Committee recommend that the City Manager be authorized to execute the Mutual Aid Ambulance Agreement with R.J. DiLuzio Ambulance Service, LLC.

BACKGROUND:

In late 2019 the City Manager and Fire Chief were contacted by Robert DiLuzio Sr. of R.J. DiLuzio Ambulance Service, LLC. to see if we were interested in working together to formalize a ambulance mutual aid agreement. The two services have worked together since 1977 in an un-official capacity. Joint meetings and discussions were held between the City Manager and Fire Chief with Mr. Robert DiLuzio Sr. and Robert DiLuzio Jr. to discuss the current response and back up provided between the two agencies when resource were available.

A draft agreement was presented at the time by Mr. DiLuzio for the city to consider and to make changes. City staff including the City Manager, Fire Chief, and City Attorney worked to review and amend the proposed agreement as necessary to be in the best interest for both parties.

This agreement if approved would formalize providing mutual aid ambulance between the two parties. The agreement would not be creating an agreement with all other services in Cheshire County.

Mutual Aid agreements for ambulance service are governed under New Hampshire RSA 153-A:19, permits municipalities to enter into agreements with public and private agencies for providing Emergency Medical and Paramedic Services to the mutual advantage of two or more communities when the communities will be best served by such mutual cooperation.



City of Keene
Transmittal Form

September 15, 2020

TO: Mayor and Keene City Council

FROM: Attorney Adam Kossayda

THROUGH: Patricia A. Little, City Clerk

ITEM: 4.

SUBJECT: Attorney Adam Kossayda - Lease Request - Hangar Lot 15A

COUNCIL ACTION:

In City Council September 17, 2020.

Referred to the Finance, Organization and Personnel Committee.

ATTACHMENTS:

Description

Communication - Kossayda

BACKGROUND:

Attorney Kossayda is requesting the termination of a hangar lease with PJO Cooley, LLC upon the execution of a new lease with his clients, Christopher Chesney and Peter Temple for Hangar Lot 15a.



**BRAGDON, BARON &
KOSSAYDA, P.C.**

Located at The Holbrook House

82 Court Street
P.O. Box 465
Keene, NH 03431
Telephone: 603-357-4800
Fax: 603-357-4825
akossayda@bragdonlaw.com

Stephen B. Bragdon
Adam P. Kossayda
Erin S. Meenan
Elana S. Baron

Peter W. Heed, *Of Counsel*

September 9, 2020

Patty Little, City Clerk
3 Washington St. – 1st Floor
Keene, NH 03431

RE: Lease Request – Hangar Lot 15a (currently PJO Cooley, LLC)

Dear Clerk Little:

Please be advised this office represents Christopher Chesney and Peter Temple who have entered into a purchase and sale agreement for the airplane hangar located on Lot 15a at the Keene Dillant-Hopkins Airport. PJO Cooley, LLC currently has a ground lease with the City of Keene for Lot 15a. One condition of the purchase and sale agreement is City approval of a new lease between the City of Keene and my clients. An additional condition of the purchase agreement is for the existing PJO Cooley, LLC lease to terminate upon the execution of a new lease with my clients. I understand that ground lease requests must come through your office and that you will then submit the request to the City Council.

On behalf of my clients, I hereby request that the City Council authorize a new ground lease between the City of Keene and Christopher Chesney and Peter Temple for Lot 15a (containing approximately 8,210 sq. ft.) and terminate the existing lease with PJO Cooley, LLC. My clients request a lease on the following terms:

- Ten (10) year initial term with an option to renew for an additional 10 years.
- Rental rate \$0.40/sq ft. annually or \$3,284.00 per year (based upon 8,210sq.ft.), payable in monthly installments of \$273.66, in advance on the first day of each month, subject to rent increases based upon CPI or another reasonable calculation.

I have attached a copy of the purchase and sale agreement which confirms my clients' authority to make this request (See §4). Thank you for your attention to this matter. Please call me with any questions or if you need anything further.

Sincerely,



Adam P. Kossayda

Enclosure
CC: Christopher Chesney & Peter Temple
PJO Cooley, LLC via Attorney Silas Little

PURCHASE AND SALE AGREEMENT

THIS CONTRACT made this ____ day of August, 2020, by and between PJO COOLEY, LLC, of 14 Grove St., Peterborough, NH (hereinafter "Seller") and Peter Temple, of Harrisville, NH and Christopher Chesney, of 144 Story Rd., Nelson, NH (hereinafter "Buyer"), jointly and severally.

In consideration of the covenants and agreements of the respective parties, as hereinafter set forth, Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase and take from Seller, a certain building known as an airplane hangar located on Lot 15a, together with appurtenances, accessories and fixtures, located at the Keene Dillant-Hopkins Airport in the 169 Old Homestead Highway, Town of Swanzey, Cheshire County, New Hampshire (being building on land of another) all as described and identified in a deed recorded in the Cheshire County Registry of Deed at Vol 1754, Page 310. The entirety of the property, vide building on land of another, to be conveyed hereinafter shall be referred to as the "Premises."

Sale and purchase of the Premises shall be on all of the following terms and conditions:

1. **Purchase Price.** The purchase price for the Premises shall be Seventy-Five Thousand Dollars (\$75,000.00), payable as follows:

A. The amount of Five Thousand and 00/100 Dollars (\$5,000.00) upon the execution of this Agreement, which amount is referred to herein as the "Deposit". The Deposit shall be held in escrow by Bragdon, Baron & Kossayda, P.C., 82 Court Street, Keene, New Hampshire 03431 (the "Escrow Agent"); and

B. The balance of the Purchase Price to be in the form of a wire to the Escrow Agent at Closing.

2. **Deed and Closing.**

Handwritten signatures of Peter Temple and Christopher Chesney, the buyers, in the bottom right corner of the document.

A. Title to the Premises being building on land of another shall be conveyed by warranty deed with full covenants, executed by the Seller, to Buyer, conveying good marketable title, free of all liens and encumbrances except such easements and other encumbrances which, in the exclusive judgment of Buyer's attorneys, shall not interfere with Buyer's planned use and/or development of the Premises and excepting the lease with the City of Keene. In the event of any title defects which interfere with Buyer's planned use and/or development of the property, or render title unmarketable, Buyer shall have the option of declaring this Agreement void and all deposits shall be refunded.

B. The deed shall be delivered, the title shall be transferred and the purchase price paid on or before October 1, 2020 at the offices of Bragdon, Baron & Kossayda, P.C., 82 Court Street, Keene, New Hampshire, unless some other date and place mutually is agreed upon in writing provided, however, that Seller may request an extension of thirty (30) days in the event Seller is unable to take possession of the hangar Seller is purchasing in Nashua, NH.

C. The deed shall be conveyed to the Buyers as tenants in common as follows:

1/3 interest to Peter Temple

2/3 interest to Christopher Chesney

3. **Seller's Warranties.** Seller states, warrants and covenants that:

A. The Buyer agrees to purchase the premises in "as is" condition.

B. The Premises, including, but not limited to, the fixtures, and heating, mechanical, plumbing and electrical systems thereof, if any, will be substantially in the same condition and repair, at the date and time of closing, as they are at the date of this Agreement.

C. Seller will, as requested, deliver to Buyer copies of all documents, plans and other materials in Seller's possession, or otherwise under Seller's direction or control, including original and/or subsequent blue prints and any and all plans for renovation, repairs, and/or expansion of any improvements on the Premises, submitted to any governmental agency or otherwise.

4. **Conditions of Sale.** Buyer's obligation to purchase the Premises is not contingent upon the Buyer obtaining financing.

A. Inspections of the structure are hereby waived.

B. Buyer shall have obtained confirmation that the City of Keene will approve a new lease with Buyer for a term of at least ten (10) years on terms reasonably similar to Seller's lease for the Premises. Seller agrees to sign any forms or provide information requested by the City of Keene required to obtain the new lease.

C. Seller is released from its lease with the City of Keene.

5. **Risk of Loss.** The Premises shall, upon the date of transfer of title, be in substantially the same condition as they are upon execution of this Contract. If before the date for closing the Premises are damaged or destroyed by fire or the elements or by any cause beyond either party's control in an amount in excess of \$5,000.00, and said damage remains uncorrected as of closing, or all or any portion of the Premises is taken by eminent domain, the Buyer may, by written notice to the Seller, elect to cancel this Contract. In the event the Buyer so elect, Buyer shall be relieved and released of and from any further liability, and all deposits, shall be refunded. Unless the Contract is so cancelled, it shall remain in full force and effect, and the Seller, upon the closing of title and the receipt of the purchase price, shall pay to the Buyer any monies collected by the Seller under policies of insurance insuring against the loss in question, after deducting any amounts which the Seller shall have agreed or be obligated to pay for repairs or restoration of the damage. In addition, the Seller shall assign and transfer to the Buyer all the Seller's right, title and interest in and to such policies and any further sums payable thereunder. If any part of the Premises shall have been taken by eminent domain, the Seller shall assign and transfer to the Buyer all the Seller's right, title and interest in and to any awards that may be made for such taking, upon closing under this contract, but not otherwise.

6. **Apportionments.** Current real estate taxes, sewer and water charges, fuel in storage tank, any special assessments, and utilities shall be prorated between the parties as of the date of closing. Transfer tax shall be divided equally.

7. **Survival.** All of the representations, warranties, covenants and agreements made hereunder shall survive the closing.

8. **Notices.** All notices, requests, demands, or other communications required to be given or assigned under this Contract shall be sent by first class or certified mail, postage prepaid, to the parties and/or their attorneys as follows:

A. **Seller:** PJO Cooley, LLC
14 Grove St.
Peterborough, NH

B. **Seller's Attorney:**
Silas Little
Fernald, Taft, Falby & Little, P.A.
14 Grove Street, P O Box 270
Peterborough, NH 03458-0270

C. **Buyers:**
Peter Temple
PO Box 65
Harrisville, NH 03450

Christopher Chesney
144 Story Road
Nelson, NH 03457

D. **Buyers' Attorney:**
Adam P. Kossayda
Bragdon, Baron & Kossayda, P.C.
82 Court Street, P. O. Box 465
Keene, NH 03431-0465

9. **Default and Remedies.** In the event of Buyers' default of their obligations under this Contract despite Seller's compliance with all of its obligations hereunder, the amount of the deposit, shall be the reasonable, liquidated damages as the exclusive remedy for said breach. In the event of Seller's breach of this agreement, Buyers shall be limited to the return of its deposit as its exclusive remedy provided, however, Buyers have obtained a new lease with the City of Keene, then Buyers shall complete the transaction under this Purchase and Sale Agreement.

10. **Personal Property.** The following personal property shall be transferred to Buyer by Seller: All furnishings and fixtures.

11. **Condition of Property.** The Seller shall ensure that the grounds and building of the premises shall be clean, neat and orderly as of the date of closing.

12. **Brokerage:** Seller and Buyers represent each to the other that no broker or other agent may claim a commission for the transaction under this agreement and agree that on such claim for commission, the party claimed against shall indemnify and hold harmless the other party.

13. **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 or water.

14. **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.

15. **Disclosure Required; Water Supply; Sewage Disposal; Insulation:**
Not applicable.

16. **General.**

- A. This Contract shall be construed and interpreted under the laws of the State of New Hampshire.
- B. All rights, powers, and privileges conferred by this Contract on the parties shall be cumulative but not restricted to those given by law.
- C. This Contract contains the entire agreement of the parties and any representations, inducements, promises, or agreements, oral or otherwise, between the parties not contained in this Contract shall not be of any force or effect.



- D. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, successors, and assigns.
- E. Any amendment to this Contract shall not be binding on any of the parties unless in writing and executed by all the parties to this contract.
- F. This Contract shall survive closing of the transaction.
- G. This Agreement embodies and constitutes the entire understanding between the parties with respect to the transaction contemplated herein, and all prior agreements, understandings, representations, and statements, oral or written, are merged into this Agreement. Neither this Agreement, nor any provision hereof, may be waived, modified, amended, discharged or terminated except by an instrument signed by the party against whom the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.
- H. In the event that either party is delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, insurrection, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required hereunder, then performance of such act shall be excused for the period of delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, provided that the excused party shall use reasonable efforts to eliminate the cause of the delay.
- I. No failure of either party to exercise any right or power under this Agreement, or to insist upon strict compliance with the provisions of this Agreement, and no custom or practice of either party at variance with this Agreement, shall constitute a waiver of such party's right to demand exact and strict compliance by the other party with the terms and conditions of this Agreement prior to closing, but not thereafter.
- J. The parties shall cooperate fully with each other in connection with any steps required to be taken as part of their respective obligations under this Agreement. Whenever under the terms of this Agreement either party's consent or approval is required, such consent shall not be unreasonably withheld or delayed.
17. Buyer 1031 Exchange; Closing; Closing Date.

a. The parties acknowledge that Buyer intends to engage in an Internal Revenue Code Section 1031 deferred tax exchange. As part of this process, Seller agrees that Buyer may assign this Purchase Agreement to a qualified intermediary as necessary for the 1031 exchange and that Seller agrees to comply with all reasonable request incident and necessary to complete said exchange. The date for closing shall not be extended beyond thirty (30) days and for said 1031 exchange and in the event Buyers do not close within said time frame, Buyers forfeit the deposit for their failure to perform.

b. Closing will take place by transmission of documents to and funds from Buyers' counsel, or if requested by a party, in-person at the offices of Buyers' attorney, unless otherwise agreed upon, in writing, by the parties. Possession, broom clean, and free of all tenants and occupants except those under the Leases, shall be given on the day of closing unless otherwise agreed, in writing, by the parties. Upon delivery of possession, the Property shall be in the same physical condition as it was as of the Effective Date, reasonable wear and tear excepted. Buyer shall have the right to inspect the Property on the day of closing.

IN WITNESS WHEREOF the parties have hereunto set their hands the day and year first above written.

Witness

Witness

Sarah Gong
Witness

Seller

By: Pamela Cooley
Member

Buyer

By: _____
Peter Temple

By: Christopher Chesney
Christopher Chesney

a. The parties acknowledge that Buyer intends to engage in an Internal Revenue Code Section 1031 deferred tax exchange. As part of this process, Seller agrees that Buyer may assign this Purchase Agreement to a qualified intermediary as necessary for the 1031 exchange and that Seller agrees to comply with all reasonable request incident and necessary to complete said exchange. The date for closing shall not be extended beyond thirty (30) days and for said 1031 exchange and in the event Buyers do not close within said time frame, Buyers forfeit the deposit for their failure to perform.

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IN WITNESS WHEREOF the parties have hereunto set their hands the day and year first above written.

Seller

Witness

By: _____
Member

Buyer

Witness

By: 
Peter Temple

Witness

By: _____
Christopher Chesney