AGENDA MEETING OF THE BOARD OF ALDERMEN JANUARY 14, 2020

1. PRESIDENT LORI WILSHIRE CALLS ASSEMBLY TO ORDER

2. PRAYER OFFERED BY CITY CLERK SUSAN K. LOVERING

3. PLEDGE TO THE FLAG LED BY ALDERWOMAN ELIZABETH LU

4. ROLL CALL

5. REMARKS BY THE MAYOR

6. RESPONSE TO REMARKS OF THE MAYOR

7. RECOGNITIONS

8. READING OF MINUTES OF PREVIOUS MEETINGS

Board of Aldermen..... 12/23/2019
Special Board of Aldermen..... 01/02/2020
Organizational Meeting of the Board of Aldermen..... 01/05/2020

9. COMMUNICATIONS REQUIRING ONLY PROCEDURAL ACTIONS AND WRITTEN REPORTS FROM LIAISONS - None

9(a). PERIOD FOR PUBLIC COMMENT RELATIVE TO ITEMS EXPECTED TO BE ACTED UPON THIS EVENING

9(b). COMMUNICATIONS REQUIRING FINAL APPROVAL

From: Mayor Jim Donchess
Re: Nashua Public Library's Contract Award for a Three-Year Service Agreement with Palmer and Sicard in the amount of $2,456

PETITIONS - None

10. NOMINATIONS, APPOINTMENTS AND ELECTIONS

Appointments by the Mayor

Animal Dog Park and Advisory Committee

Megan Villacis (New Appointment) Term to Expire: January 31, 2023
78 Beauview Avenue
Nashua, NH 03064

Conservation Commission

Joel Ackerman (New Appointment) Term to Expire: December 31, 2020
13 Woodcrest Drive
Nashua, NH 03062

Downtown Improvement Committee

Edward Hayes (Reappointment) Term to Expire: December 31, 2022
137 Main Street
Nashua, NH 03060

Steve Saxe (Reappointment) Term to Expire: December 31, 2022
74 Musket Drive
Nashua, NH 03062

Amanda Schneck, (Reappointment) Term to Expire: December 31, 2022
26 Chester Street
Nashua, NH 03064

James Tobin (Reappointment) Term to Expire: November 2, 2022
36 Dogwood Drive
Nashua, NH 03062

Historic District Commission

Mariellen MacKay (Reappointment) Term to Expire: December 31, 2020
9 Webster Street
Nashua, NH 03064

Hunt Legacy Trustees

Arthur Olsson (Reappointment) Term to Expire: December 31, 2021
169 Coburn Woods
Nashua, NH 03063

Ira F. Harris Lecture Trustees

Judith Cudhea (Reappointment) Term to Expire: December 31, 2021
2 Rogers Street
Nashua, NH 03064

11. REPORTS OF COMMITTEE - None

12. CONFIRMATION OF MAYOR'S APPOINTMENTS - None

UNFINISHED BUSINESS – RESOLUTIONS - None

UNFINISHED BUSINESS – ORDINANCES - None

NEW BUSINESS – RESOLUTIONS

R-20-001

Endorsers: Mayor Jim Donchess
Alderman-at-Large Lori Wilshire

SECOND AMENDMENT TO R-18-001 "AUTHORIZING THE MAYOR AND CITY TREASURER TO ISSUE BONDS NOT TO EXCEED THE AMOUNT OF FIFTEEN MILLION FIVE HUNDRED THOUSAND DOLLARS ($15,500,000) FOR THE PERFORMING ARTS CENTER LOCATED AT 201 MAIN STREET"

R-20-002

Endorsers: Mayor Jim Donchess

RELATIVE TO THE ACCEPTANCE AND APPROPRIATION OF $294,000 FROM THE COMMUNITY DEVELOPMENT FINANCE AUTHORITY INTO CAPITAL PROJECT GRANT ACTIVITY "INVESTMENT TAX CREDIT PROGRAM FOR THE PERFORMING ARTS CENTER"

R-20-003

Endorsers: Mayor Jim Donchess
Alderman-at-Large Lori Wilshire

AUTHORIZING THE FILING OF APPLICATIONS AND EXECUTION OF GRANT AGREEMENTS WITH THE U.S. DEPARTMENT OF TRANSPORTATION FOR GRANTS UNDER THE URBAN MASS TRANSPORTATION ACT OF 1964, AS AMENDED, FOR FISCAL YEARS 2021 AND 2022

R-20-004

Endorsers: Mayor Jim Donchess

RELATIVE TO THE SUPPLEMENTAL APPROPRIATION OF $350,000 OF FY2020 UNANTICIPATED REVENUE FROM DEPARTMENT #152 "FIRE", ACCOUNTING CLASSIFICATION #44 "CHARGES FOR SERVICES" INTO DEPARTMENT #152 "FIRE", ACCOUNTING CLASSIFICATION #51 "SALARIES & WAGES"

R-20-005

Endorsers: Mayor Jim Donchess
Alderman-at-Large Lori Wilshire

APPROVING THE USE OF U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT HOME INVESTMENTPARTNERSHIP PROGRAM FUNDS BY HABITAT FOR HUMANITY FOR 10 PAXTON TERRACE

R-20-006

Endorsers: Mayor Jim Donchess

RELATIVE TO THE ACCEPTANCE AND APPROPRIATION OF $290,000 FROM THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF SAFETY INTO POLICE GRANT ACTIVITY "FY2020 OPIOID ABUSE REDUCTION INITIATIVE (OARI) GRANT"

R-20-007

Endorsers: Mayor Jim Donchess
Alderman June M. Caron

CHANGING THE PURPOSE OF FUNDS FOR A PARKS & RECREATION CAPITAL IMPROVEMENT PROJECT FROM "CROWN HILL POOL REPAIRS" TO "ROTARY POOL FILTER REPLACEMENT"

R-20-008

Endorsers: Alderman-at-Large David C. Tencza
Alderman Richard A. Dowd

AUTHORIZING THE MAYOR AND CITY TREASURER TO ISSUE BONDS NOT TO EXCEED THE AMOUNT OF ONE MILLION FOUR HUNDRED THOUSAND DOLLARS ($1,400,000) TO PURCHASE A NEW 2020 PIERCE ARROW XT RED AERIAL LADDER TRUCK FOR THE FIRE DEPARTMENT

R-20-009

Endorsers: Mayor Jim Donchess

ESTABLISHING AN ELECTRIC AGGREGATION COMMITTEE

NEW BUSINESS – ORDINANCES

O-20-001

Endorser: Alderman-at-Large Ben Clemons

EXTENDING THE HOURS OF SALE OF ALCOHOLIC BEVERAGES BY ON-PREMISES LICENSEES TO 2:00 A.M.

O-20-002

Endorser: Alderman-at-Large Ben Clemons

ESTABLISHING ELECTION POLL HOURS

PERIOD FOR GENERAL PUBLIC COMMENT

REMARKS BY THE MEMBERS OF THE BOARD OF ALDERMEN

Committee announcements:

ADJOURNMENT

Jim Donchess

Mayor • City of Nashua

To: Board of Aldermen

From: Jim Donchess

Date: 1/9/20

Re: Nashua Public Library's Contract Award for a Service Agreement with Palmer and Sicard

Pursuant to NRO § 5-74 (B), which states that a contract that extends from the current fiscal year into succeeding fiscal year(s) in which no funds have been appropriated nor otherwise designated for this purpose shall be approved by the full Board of Aldermen before the contract shall become binding on the City.

This contract is under the $25,000 threshold so it was not sent to the Finance Committee for approval. A copies of the Memo to the Board of Aldermen from Jennifer McCormack, HVAC Preventative Maintenance Proposal and the City of Nashua's Contract for Independent Contractor that will be used are included and details the specifics of the contract. I am requesting approval of the full Board of Aldermen for the award of the following contract:

Nashua Public Library's Contract Award for a Service Agreement with Palmer and Sicard. This is a three (3) year contract.

229 Main Street • PO Box 2019 • Nashua, New Hampshire 03061-2019
603.589.3260 • fax 603.594.3450 • NashuaMayor@NashuaNH.gov
www.NashuaNH.gov

Nashua Public Library

January 9, 2020

To: Board of Aldermen
From: Jennifer McCormack, Director
RE: Service agreement with Palmer and Sicard

The library would like to enter into a new service agreement with Palmer and Sicard spanning the years 2020-2022 in the amount of $2,456.00. This service agreement includes regular seasonal maintenance visits and a competitive rate for any repairs outside of those routine visits. Palmer and Sicard installed our new boiler plant several years ago and has been providing our preventive maintenance and repairs since 2016, having a multi-year agreement with Palmer and Sicard insures that the system is regularly maintained and that we have immediate access to their technicians for urgent repairs.

This maintenance agreement and other repairs are budgeted for in the library's regular appropriations.

Sincerely,

Jennifer McCormack

HVAC Preventative Maintenance Proposal

PALMER & SICARD, INC.
Energy Services Division

Energy Services Division
140 Epping Road
Exeter, New Hampshire 03833
Office: (603) 929-0910
Fax: (603) 929-0973

Proposal Submitted to: City of Nashua	*Phone:* 603-589-4620	*Date:* December 13, 2019
Street: 229 Main Street	*Job Location:* *Nashua Public Library, 2 Court Street Nashua, NH 03060*	
City, State and Zip Code: Nashua, NH 03060	*Contact:* Jennifer McCormack	

We propose hereby to furnish material and labor - complete in accordance with specifications below, for the sum of:
Two Thousand Four Hundred Fifty-Six and 00/100 dollars (2,456.00) per year

Payment to be made as follows:

Semi-annual payments of $1,228.00 in advance

Contract valid January 1, 2020 through December 31, 2022.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation insurance.	*Authorized Signature:* Marc Dion **Marc Dion, Service Manager** Note: This proposal may be withdrawn by us if not accepted within 30 days.

We hereby submit specifications and estimates for: ***Our Basic Service Agreement Which Includes 2 visits per year. One full inspection per year (this includes filter change and coil cleaning) and one additional filter change)***

Equipment included:

(3) Split Systems (4) Condensers (2) Pumps (3) Condensers

Filter changes and Inspections will be done quarterly, at our discretion, and during our off peak season. Filters, belts, and general lubrication parts are included in this contract. Service Agreement customers always receive our preferred discount on parts.

We will inspect and replace Filters and Belts as needed. We will inspect all parts of equipment necessary for proper operation of equipment in season. We will supply copies of work invoices for the work performed and upon your request, we can supply copies of our equipment inspection sheets. Advance notice required for same day delivery of inspection sheets.

We will perform emergency service, between inspections, at the following rates:
Regular hours: Preferred Rate $90 After hours: Off-hours Rate $135 Sunday / Holidays: Off-hours Rate $180

Service calls for non-HVAC related issues, or service issues due to negligence or non-maintenance, will be billed at normal rates. This contract is subject to price revision and/or cancellation upon written notice by you or us 30 days prior to the anniversary date.

Exclusions: Any damage done by fire, floods, Acts of God, improper use of equipment, or unauthorized work done by other vendors. Changes to system made by Government regulations, codes, or insurance requirements. Parts of equipment subject to wear beyond our control: Structural supports, sheet metal, ductwork, coils, cabinets, etc. High voltage wiring, disconnects, and circuit breakers.

Palmer and Sicard invoices are payable upon receipt.

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance:_____ Authorized Signature: _____

CONTRACT FOR INDEPENDENT CONTRACTOR

NASHUA LIBRARY HVAC SERVICE AGREEMENT

A CONTRACT BETWEEN

THE CITY OF NASHUA, 229 MAIN STREET, CITY HALL, NASHUA, NH 03060
AND

Palmer and Sicard

140 EPPING RD. EXETER, NH 03833

WHEREAS, the City of Nashua, a political subdivision of the State of New Hampshire, from time to time requires the services of an Independent Contractor ; and

WHEREAS, it is deemed that the services of an Independent Contractor herein specified are both necessary and desirable and in the best interests of the City of Nashua; and

WHEREAS, Independent Contractor represents they are duly qualified, equipped, staffed, ready, willing and able to perform and render the services hereinafter described;

NOW, THEREFORE, in consideration of the agreements herein made, the parties mutually agree as follows:

1. DOCUMENTS INCORPORATED. The following exhibits are by this reference incorporated herein and are made part of this contract:

Exhibit A--General Conditions for Contracts
Exhibit B-- Pricing Summary

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, proposals, representations or agreements, either written or oral. Any other documents which are not listed in this Article are not part of the Contract.

In the event of a conflict between the terms of the Proposal and the terms of this Agreement, a written change order and/or fully executed City of Nashua Purchase Order, the terms of this Agreement, the written change order or the fully executed City of Nashua Purchase Order shall control over the terms of the Proposal.

2. WORK TO BE PERFORMED Except as otherwise provided in this contract, Independent Contractor shall furnish all services, equipment, and materials and shall perform all operations necessary and required to carry out and perform in accordance with the terms and conditions of the contract the work described.

DESCRIPTION OF SERVICE:

- Basic service agreement and established hourly rates for repair. See attached.

3. PERIOD OF PERFORMANCE. Independent Contractor shall perform and complete all work within the time periods set forth, which shall only be altered by mutually approved written agreement to extend the period of performance or by termination in accordance with the terms of the contract. Independent Contractor shall begin performance upon receipt of an Executed Contract **and** a valid Purchase Order issued from the City of Nashua.

The term of the contract will be for **Two (2) years**, with options for a **XXX** and **XXX** year of service. The base contract will commence on or about **January 1, 2020 and terminating on December 31, 2022**, unless extended by amendment. Each year is subject to annual budget appropriations and at the City of Nashua's sole discretion. A separate/amended purchase order shall be issued for each year of the contract.

4. COMPENSATION. Independent Contractor agrees to perform the work for a total cost not to exceed **Two thousand four hundred and fifty-six and 00/100 Dollars ($ 2,456)**

The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work.

Unless Independent Contractor has received a written exemption from the City of Nashua, Independent Contractor shall submit an itemized Application for Payment for operations completed in accordance with the values stated in the Agreement. Such applications shall be supported by such data substantiating the Independent Contractor's right to payment as the City of Nashua may reasonably require. Independent Contractor shall submit monthly requests for payment for services performed under this agreement directly to:

- Electronically via email to VendorAPInvoices@NashuaNH.gov

OR

- Paper Copies via US Mail to:

City of Nashua, City Hall
Accounts Payable
229 Main Street
Nashua, NH 03060

Please do not submit invoices both electronically and paper copy.

In addition, and to facilitate the proper and timely payment of applications, the City of Nashua requires that all submitted invoices contain a valid **PURCHASE ORDER NUMBER.**

Applications for Payment shall be submitted no later than fifteen (15) days after the end of each month. The City of Nashua will pay for work satisfactorily completed and accurately invoiced by Independent Contractor within thirty (30) days from the time of approval by the City of Nashua.

5. EFFECTIVE DATE OF CONTRACT. This contract shall become effective upon the date of execution by the City of Nashua.

6. NOTICES. All notices, requests, or approvals required or permitted to be given under this contract shall be in writing, shall be sent by hand delivery, overnight carrier, or by United States mail, postage prepaid, and registered or certified, and shall be addressed to:

CITY OF NASHUA REPRESENTATIVE: INDEPENDENT CONTRACTOR REPRESENTATIVE:

Any notice required or permitted under this contract, if sent by United States mail, shall be deemed to be given to and received by the addressee thereof on the third business day after being deposited in the mail. The City of Nashua or Independent Contractor may change the address or representative by giving written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed and intend to be legally bound thereby.

	Marc Dion
City of Nashua, NH (signature)	***(signature)***
James W Donchess, Mayor	Marc Dion - Service Manager - Palmer & Sicard
(Printed Name and Title)	***(Printed Name and Title)***
	1-8-2020
Date	***Date***

EXHIBIT A
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GENERAL CONDITIONS

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General Terms and Conditions

1. **DEFINITIONS** Unless otherwise required by the context, "Independent Contractor", and its successors, transferees and assignees (together "Independent Contractor") includes any of the Independent Contractor's consultants, sub consultants, contractors, and subcontractors.

2. **INDEPENDENT CONTRACTOR STATUS** The parties agree that Independent Contractor shall have the status of and shall perform all work under this contract as an Independent Contractor, maintaining control over all its consultants, sub consultants, contractors, or subcontractors. The only contractual relationship created by this contract is between the City of Nashua and Independent Contractor, and nothing in this contract shall create any contractual relationship between the City of Nashua and Independent Contractor's consultants, sub consultants, contractors, or subcontractors. The parties also agree that Independent Contractor is not a City of Nashua employee and that there shall be no:

   (1) Withholding of income taxes by the City of Nashua:
   (2) Industrial insurance coverage provided by the City of Nashua;
   (3) Participation in group insurance plans which may be available to employees of the City of Nashua;
   (4) Participation or contributions by either the Independent Contractor or the City of Nashua to the public employee's retirement system;
   (5) Accumulation of vacation leave or sick leave provided by the City of Nashua;
   (6) Unemployment compensation coverage provided by the City of Nashua.

3. **STANDARD OF CARE** Independent Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all work performed under this contract. Independent Contractor warrants that all work shall be performed with the degree of professional skill, care, diligence, and sound practices and judgment that are normally exercised by recognized professional firms with respect to services of a similar nature. It shall be the duty of Independent Contractor to assure at its own expense that all work is technically sound and in conformance with all applicable federal, state, and local laws, statutes, regulations, ordinances, orders, or other requirements. In addition to all other rights which the City of Nashua may have, Independent Contractor shall, at its own expense and without additional compensation, re-perform work to correct or revise any deficiencies, omissions, or errors in the work or the product of the work or which result from Independent Contractor's failure to perform in accordance with this standard of care. Any approval by the City of Nashua of any products or services furnished or used by Independent Contractor shall not in any way relieve Independent Contractor of the responsibility for professional and technical accuracy and adequacy of its work. City of Nashua review, approval, or acceptance of, or payment for any of Independent Contractor's work under this contract shall not operate as a waiver of any of the City of Nashua's rights or causes of action under this contract, and Independent Contractor shall be and remain liable in accordance with the terms of the contract and applicable law.

   Independent Contractor shall furnish competent and skilled personnel to perform the work under this contract. The City of Nashua reserves the right to approve key personnel

assigned by Independent Contractor to perform work under this contract. Approved key personnel shall not be taken off of the project by Independent Contractor without the prior written approval of the City of Nashua, except in the event of termination of employment. Independent Contractor shall, if requested to do so by the City of Nashua, remove from the job any personnel whom the City of Nashua determines to be incompetent, dishonest, or uncooperative.

4. **CITY OF NASHUA REPRESENTATIVE** The City of Nashua may designate a City of Nashua representative for this contract. If designated, all notices, project materials, requests by Independent Contractor, and any other communication about the contract shall be addressed or be delivered to the City of Nashua Representative.

5. **CHANGES TO SCOPE OF WORK** The City of Nashua may, at any time, by written order, make changes to the general scope, character, or cost of this contract and in the services or work to be performed, either increasing or decreasing the scope, character, or cost of Independent Contractor's performance under the contract. Independent Contractor shall provide to the City of Nashua within 10 calendar days, a written proposal for accomplishing the change. The proposal for a change shall provide enough detail, including personnel hours for each sub-task and cost breakdowns of tasks, for the City of Nashua to be able to adequately analyze the proposal. The City of Nashua will then determine in writing if Independent Contractor should proceed with any or all of the proposed change. If the change causes an increase or a decrease in Independent Contractor's cost or time required for performance of the contract as a whole, an equitable adjustment shall be made and the contract accordingly modified in writing. Any claim of Independent Contractor for adjustment under this clause shall be asserted in writing within 30 days of the date the City of Nashua notified Independent Contractor of the change.

   When Independent Contractor seeks changes, Independent Contractor shall, before any work commences, estimate their effect on the cost of the contract and on its schedule and notify the City of Nashua in writing of the estimate. The proposal for a change shall provide enough detail, including personnel hours for each sub-task and cost breakdowns of tasks, for the City of Nashua to be able to adequately analyze the proposal. The City of Nashua will then determine in writing if Independent Contractor should proceed with any or all of the proposed change.

   Except as provided in this paragraph, Independent Contractor shall implement no change unless the City of Nashua in writing approves the change. Unless otherwise agreed to in writing, the provisions of this contract shall apply to all changes. The City of Nashua may provide verbal approval of a change when the City of Nashua, in its sole discretion, determines that time is critical or public health and safety are of concern. Any verbal approval shall be confirmed in writing as soon as practicable. Any change undertaken without prior City of Nashua approval shall not be compensated and is, at the City of Nashua's election, sufficient reason for contract termination.

6. **CITY OF NASHUA COOPERATION** The City of Nashua agrees that its personnel will cooperate with Independent Contractor in the performance of its work under this contract and that such personnel will be available to Independent Contractor for consultation at reasonable times and after being given sufficient advance notice that will prevent conflict with their other responsibilities. The City of Nashua also agrees to provide Independent Contractor with access to City of Nashua records in a reasonable time and manner and to

schedule items that require action by the Nashua Public Library and Finance Committee in a timely manner. The City of Nashua and Independent Contractor also agree to attend all meetings called by the City of Nashua or Independent Contractor to discuss the work under the Contract, and that Independent Contractor may elect to conduct and record such meetings and shall later distribute prepared minutes of the meeting to the City of Nashua.

7. **DISCOVERY OF CONFLICTS, ERRORS, OMISSIONS, AMBIGUITIES, OR DISCREPANCIES** Independent Contractor warrants that it has examined all contract documents, has brought all conflicts, errors, discrepancies, and ambiguities to the attention of the City of Nashua in writing, and has concluded that the City of Nashua's resolution of each matter is satisfactory to Independent Contractor. All future questions Independent Contractor may have concerning interpretation or clarification of this contract shall be submitted in writing to the City of Nashua within 10 calendar days of their arising. The writing shall state clearly and in full detail the basis for Independent Contractor's question or position. The City of Nashua representative shall render a decision within 15 calendar days. The City of Nashua's decision on the matter is final. Any work affected by a conflict, error, omission, or discrepancy which has been performed by Independent Contractor prior to having received the City of Nashua's resolution shall be at Independent Contractor's risk and expense. At all times, Independent Contractor shall carry on the work under this contract and maintain and complete work in accordance with the requirements of the contract or determination of the City of Nashua. Independent Contractor is responsible for requesting clarification or interpretation and is solely liable for any cost or expense arising from its failure to do so.

8. **TERMINATION OF CONTRACT**

A. TERMINATION, ABANDONMENT, OR SUSPENSION AT WILL. The City of Nashua, in its sole discretion, shall have the right to terminate, abandon, or suspend all or part of the project and contract at will. If the City of Nashua chooses to terminate, abandon, or suspend all or part of the project, it shall provide Independent Contractor 10 days' written notice of its intent to do so.

If all or part of the project is suspended for more than 90 days, the suspension shall be treated as a termination at will of all or part of the project and contract.

Upon receipt of notice of termination, abandonment, or suspension at will, Independent Contractor shall:

1. Immediately discontinue work on the date and to the extent specified in the notice.
2. Place no further orders or subcontracts for materials, services, or facilities, other than as may be necessary or required for completion of such portion of work under the contract that is not terminated.
3. Immediately make every reasonable effort to obtain cancellation upon terms satisfactory to the City of Nashua of all orders or subcontracts to the extent they relate to the performance of work terminated, abandoned, or suspended under the notice, assign to the City of Nashua any orders or subcontracts specified in the notice, and revoke agreements specified in the notice.
4. Not resume work after the effective date of a notice of suspension until receipt of a written notice from the City of Nashua to resume performance.

In the event of a termination, abandonment, or suspension at will, Independent Contractor shall receive all amounts due and not previously paid to Independent Contractor for work satisfactorily completed in accordance with the contract prior to the date of the notice and compensation for work thereafter completed as specified in the notice. No amount shall be allowed or paid for anticipated profit on unperformed services or other unperformed work.

B. TERMINATION FOR CAUSE This agreement may be terminated by the City of Nashua on 10 calendar day's written notice to Independent Contractor in the event of a failure by Independent Contractor to adhere to any or all the terms and conditions of the contract or for failure to satisfactorily, in the sole opinion of the City of Nashua, to complete or make sufficient progress on the work in a timely and professional manner. Independent Contractor shall be given an opportunity for consultation with the City of Nashua prior to the effective date of the termination. Independent Contractor may terminate the contract on 10 calendar days written notice if, through no fault of Independent Contractor, the City of Nashua fails to pay Independent Contractor for 45 days after the date of approval by the City of Nashua of any Application for Payment.

Upon receipt of notice of termination for cause, Independent Contractor shall:

1. Immediately discontinue work on the date and to the extent specified in the notice.
2. Provide the City of Nashua with a list of all unperformed services.
3. Place no further orders or sub-contracts for materials, services, or facilities, other than as may be necessary or required for completion of such portion of work under the contract that is not terminated.
4. Immediately make every reasonable effort to obtain cancellation upon terms satisfactory to the City of Nashua of all orders or sub contracts to the extent they relate to the performance of work terminated, abandoned, or suspended under the notice, assign to the City of Nashua any orders or sub contracts specified in the notice, and revoke agreements specified in the notice.
5. Not resume work after the effective date of a notice of termination unless and until receipt of a written notice from the City of Nashua to resume performance.

In the event of a termination for cause, Independent Contractor shall receive all amounts due and not previously paid to Independent Contractor for work satisfactorily completed in accordance with the contract prior to the date of the notice, less all previous payments. No amount shall be allowed or paid for anticipated profit on unperformed services or other unperformed work. Any such payment may be adjusted to the extent of any additional costs occasioned to the City of Nashua by reasons of Independent Contractor's failure. Independent Contractor shall not be relieved of liability to the City of Nashua for damages sustained from the failure, and the City of Nashua may withhold any payment to the Independent Contractor until such time as the exact amount of damages due to the City of Nashua is determined. All claims for payment by the Independent Contractor must be submitted to the City of Nashua within 30 days of the effective date of the notice of termination.

If after termination for the failure of Independent Contractor to adhere to any of the terms and conditions of the contract or for failure to satisfactorily, in the sole opinion of the City of Nashua, to complete or make sufficient progress on the work in a timely and professional manner, it is determined that Independent Contractor had not so failed, the termination shall be deemed to have been a termination at will. In that event, the City of Nashua shall,

if necessary, make an adjustment in the compensation paid to Independent Contractor such that Independent Contractor receives total compensation in the same amount as it would have received in the event of a termination-at-will.

C. GENERAL PROVISIONS FOR TERMINATION Upon termination of the contract, the City of Nashua may take over the work and prosecute it to completion by agreement with another party or otherwise. In the event Independent Contractor shall cease conducting business, the City of Nashua shall have the right to solicit applications for employment from any employee of the Independent Contractor assigned to the performance of the contract.

Neither party shall be considered in default of the performance of its obligations hereunder to the extent that performance of such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of Independent Contractor's principals, officers, employees, agents, subcontractors, consultants, vendors, or suppliers are expressly recognized to be within Independent Contractor's control.

9. **DISPUTE RESOLUTION** The parties shall attempt to resolve any dispute related to this contract as follows. Either party shall provide to the other party, in writing and with full documentation to verify and substantiate its decision, its stated position concerning the dispute. No dispute shall be considered submitted and no dispute shall be valid under this provision unless and until the submitting party has delivered the written statement of its position and full documentation to the other party. The parties shall then attempt to resolve the dispute through good faith efforts and negotiation between the City of Nashua Representative and a Independent Contractor Representative. At all times, Independent Contractor shall carry on the work under this contract and maintain and complete work in accordance with the requirements of the contract or determination or direction of the City of Nashua. If the parties are unable to resolve their dispute as described above within 30 days, the parties may request that the dispute be submitted to the City of Nashua for resolution. If the parties are dissatisfied with the decision of the City of Nashua, the parties' reserve the right to pursue any available legal and/or equitable remedies for any breaches of this contract except as that right may be limited by the terms of this contract.

10. **NO DAMAGES FOR DELAY** Apart from a written extension of time, no payment, compensation, or adjustment of any kind shall be made to Independent Contractor for damages because of hindrances or delays in the progress of the work from any cause, and Independent Contractor agrees to accept in full satisfaction of such hindrances and delays any extension of time that the City of Nashua may provide.

11. **INSURANCE** Independent Contractor shall carry and maintain in effect during the performance of services under this contract:

- General Liability insurance in the amount of $1,000,000 per occurrence; $2,000,000 aggregate;
- $1,000,000 Combined Single Limit Automobile Liability; ***Coverage must include all owned, non-owned and hired vehicles*** ; and

- Workers' Compensation Coverage in compliance with the State of New Hampshire statutes, $100,000/$500,000/$100,000.

Independent Contractor shall maintain in effect at all times during the performance under this contract all specified insurance coverage with insurers. None of the requirements as to types and limits to be maintained by Independent Contractor are intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Independent Contractor under this contract. The City of Nashua shall not maintain any insurance on behalf of Independent Contractor. Subcontractors are subject to the same insurance requirements as Independent Contractor and it shall be the Independent Contractor's responsibility to ensure compliance of this requirement.

Independent Contractor will provide the City of Nashua with certificates of insurance for coverage as listed below and endorsements affecting coverage required by the contract. The City of Nashua requires thirty days written notice of cancellation or material change in coverage. The certificates and endorsements for each insurance policy must be signed by a person authorized by the insurer and who is licensed by the State of New Hampshire. **General Liability and Auto Liability policies must name the City of Nashua as an additional insured** and reflect on the certificate of insurance. Independent Contractor is responsible for filing updated certificates of insurance with the City of Nashua's Risk Management Department during the life of the contract.

- All deductibles and self-insured retentions shall be fully disclosed in the certificate(s) of insurance.
- The specified insurance requirements do not relieve Independent Contractor of its responsibilities or limit the amount of its liability to the City of Nashua or other persons, and Independent Contractor is encouraged to purchase such additional insurance, as it deems necessary.
- The insurance provided herein is primary, and no insurance held or owned by the City of Nashua shall be called upon to contribute to a loss.
- Independent Contractor is responsible for and required to remedy all damage or loss to any property, including property of the City of Nashua, caused in whole or part by Independent Contractor or anyone employed, directed, or supervised by Independent Contractor.
- The insurance provided herein is primary, and no insurance held or owned by the City of Nashua shall be called upon to contribute to a loss.

12. **INDEMNIFICATION** Regardless of any coverage provided by any insurance, Independent Contractor agrees to indemnify and hold harmless the City of Nashua, its agents, officials, employees and authorized representatives and their employees from and against any and all suits, causes of action, legal or administrative proceedings, arbitrations, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses of any kind or nature in any manner caused, occasioned, or contributed to in whole or in part by reason of any negligent act, omission, or fault or willful misconduct, whether active or passive, of Independent Contractor or of anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this contract. Independent Contractor's indemnity and hold harmless obligations, or portions thereof, shall not apply

to liability caused by the sole negligence or willful misconduct of the party indemnified or held harmless.

13. **FISCAL CONTINGENCY** All payments under this contract are contingent upon the availability to the City of Nashua of the necessary funds. This contract shall terminate and the City of Nashua's obligations under it shall be extinguished at the end of any fiscal year in which the City of Nashua fails to appropriate monies for the ensuing fiscal year sufficient for the performance of this contract.

    Nothing in this contract shall be construed to provide Independent Contractor with a right of payment over any other entity. Any funds obligated by the City of Nashua under this contract that are not paid to Independent Contractor shall automatically revert to the City of Nashua's discretionary control upon the completion, termination, or cancellation of the agreement. The City of Nashua shall not have any obligation to re-award or to provide, in any manner, the unexpended funds to Independent Contractor. Independent Contractor shall have no claim of any sort to the unexpended funds.

14. **COMPENSATION** Review by the City of Nashua of Independent Contractor's submitted monthly invoice forms and progress reports for payment will be promptly accomplished by the City of Nashua. If there is insufficient information, the City of Nashua may require Independent Contractor to submit additional information. Unless the City of Nashua, in its sole discretion, decides otherwise, the City of Nashua shall pay Independent Contractor in full within **30 days of approval** of the submitted monthly invoice forms and progress reports.

15. **COMPLIANCE WITH APPLICABLE LAWS** Independent Contractor, at all times, shall fully and completely comply with all applicable local, state and federal laws, statutes, regulations, ordinances, orders, or requirements of any sort in carrying out the obligations of this contract, including, but not limited to, all federal, state, and local accounting procedures and requirements, all immigration and naturalization laws, and the Americans With Disabilities Act. Independent Contractor shall, throughout the period services are to be performed under this contract, monitor for any changes to the applicable laws, statutes, regulations, ordinances, orders, or requirements, shall promptly notify the City of Nashua in writing of any changes to the same relating to or affecting this contract, and shall submit detailed documentation of any effect of the change in terms of both time and cost of performing the contract.

16. **NONDISCRIMINATION** If applicable or required under any federal or state law, statute, regulation, order, or other requirement, Independent Contractor agrees to the following terms. Independent Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. Independent Contractor agrees to take affirmative action to employ, advance in employment, or to otherwise treat qualified, handicapped individuals without discrimination based upon physical or mental handicap in all employment practices, including but not limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship.

    Without limitation of the foregoing, Independent Contractor's attention is directed to Title 41"Public Contracts and Property Management" C.F.R. Subtitle B "Other Provisions

Relating to Public Contracts" Section 60 "Office of Federal Contract Compliance Programs, Equal Employment, Department of Labor" which, by this reference, is incorporated in this contract.

Independent Contractor agrees to assist disadvantaged business enterprises in obtaining business opportunities by identifying and encouraging disadvantaged suppliers, consultants, and sub consultants to participate to the extent possible, consistent with their qualification, quality of work, and obligation of Independent Contractor under this contract.

In connection with the performance of work under this contract, Independent Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, or sexual orientation. This agreement includes, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Independent Contractor agrees, if applicable, to insert these provisions in all subcontracts, except for subcontracts for standard commercial supplies or raw materials. Any violation of any applicable provision by Independent Contractor shall constitute a material breach of the contract.

17. **ENDORSEMENT** Independent Contractor shall seal and/or stamp and sign professional documents including drawings, plans, maps, reports, specifications, and other instruments of service prepared by Independent Contractor or under its direction as required under the laws of the State of New Hampshire.

18. **ASSIGNMENT, TRANSFER, DELEGATION, OR SUBCONTRACTING** Independent Contractor shall not assign, transfer, delegate, or subcontract any rights, obligations, or duties under this contract without the prior written consent of the City of Nashua. Any such assignment, transfer, delegation, or subcontracting without the prior written consent of the City of Nashua is void. Any consent of the City of Nashua to any assignment, transfer, delegation, or subcontracting shall only apply to the incidents expressed and provided for in the written consent and shall not be deemed to be a consent to any subsequent assignment, transfer, delegation, or subcontracting. Any such assignment, transfer, delegation, or subcontract shall require compliance with or shall incorporate all terms and conditions set forth in this agreement, including all incorporated Exhibits and written amendments or modifications. Subject to the foregoing provisions, the contract inures to the benefit of, and is binding upon, the successors and assigns of the parties.
19. **TAXES** Independent Contractor shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work performed under the contract and make any and all payroll deductions required by law. The contract sum and agreed variations to it shall include all taxes imposed by law. Independent Contractor hereby indemnifies and holds harmless the City of Nashua from any liability on account of any and all such taxes, levies, duties, assessments, and deductions.

20. **NON-WAIVER OF TERMS AND CONDITIONS** None of the terms and conditions of this contract shall be considered waived by the City of Nashua. There shall be no waiver of any past or future default, breach, or modification of any of the terms and conditions of the contract unless expressly stipulated to by the City of Nashua in a written waiver.

21. **RIGHTS AND REMEDIES** The duties and obligations imposed by the contract and the rights and remedies available under the contract shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.

22. **PROHIBITED INTERESTS** Independent Contractor shall not allow any officer or employee of the City of Nashua to have any indirect or direct interest in this contract or the proceeds of this contract. Independent Contractor warrants that no officer or employee of the City of Nashua has any direct or indirect interest, whether contractual, noncontractual, financial or otherwise, in this contract or in the business of Independent Contractor. If any such interest comes to the attention of Independent Contractor at any time, a full and complete disclosure of the interest shall be immediately made in writing to the City of Nashua. Independent Contractor also warrants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. Independent Contractor further warrants that no person having such an interest shall be employed in the performance of this contract. If City of Nashua determines that a conflict exists and was not disclosed to the City of Nashua, it may terminate the contract at will or for cause in accordance with paragraph 8.

    In the event Independent Contractor (or any of its officers, partners, principals, or employees acting with its authority) is convicted of a crime involving a public official arising out or in connection with the procurement of work to be done or payments to be made under this contract, City of Nashua may terminate the contract at will or for cause in accordance with paragraph 8. Upon termination, Independent Contractor shall refund to the City of Nashua any profits realized under this contract, and Independent Contractor shall be liable to the City of Nashua for any costs incurred by the City of Nashua in completing the work described in this contract. At the discretion of the City of Nashua, these sanctions shall also be applicable to any such conviction obtained after the expiration or completion of the contract.

    Independent Contractor warrants that no gratuities (including, but not limited to, entertainment or gifts) were offered or given by Independent Contractor to any officer or employee of the City of Nashua with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this contract. If City of Nashua determines that such gratuities were or offered or given, it may terminate the contract at will or for cause in accordance with paragraph 8.

    The rights and remedies of this section shall in no way be considered for be construed as a waiver of any other rights or remedies available to the City of Nashua under this contract or at law.

23. **THIRD PARTY INTERESTS AND LIABILITIES** The City of Nashua and Independent Contractor, including any of their respective agents or employees, shall not be liable to third parties for any act or omission of the other party. This contract is not intended to create any rights, powers, or interest in any third party and this agreement is entered into for the exclusive benefit of the City of Nashua and Independent Contractor.

24. **SURVIVAL OF RIGHTS AND OBLIGATIONS** The rights and obligations of the parties that by their nature survive termination or completion of this contract shall remain in full force and effect.

25. **SEVERABILITY** In the event that any provision of this contract is rendered invalid or unenforceable by any valid act of Congress or of the New Hampshire legislature or any court of competent jurisdiction, or is found to be in violation of state statutes or regulations, the invalidity or unenforceability of any particular provision of this contract shall not affect any other provision, the contract shall be construed as if such invalid or unenforceable provisions were omitted, and the parties may renegotiate the invalid or unenforceable provisions for sole purpose of rectifying the invalidity or unenforceability.

26. **MODIFICATION OF CONTRACT AND ENTIRE AGREEMENT** This contract constitutes the entire contract between the City of Nashua and Independent Contractor. The parties shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding of any kind or nature not set forth in this contract. No changes, amendments, or modifications of any terms or conditions of the contract shall be valid unless reduced to writing and signed by both parties.

27. **CHOICE OF LAW AND VENUE** This contract shall be governed exclusively by the laws of the State of New Hampshire and any claim or action brought relating to this contract, the work performed or contracted to be performed thereunder, or referable in anyway thereto shall be brought in Hillsborough County (New Hampshire) Superior Court Southern Judicial District or in the New Hampshire 9th Circuit Court—Nashua and not elsewhere.

APPOINTMENTS BY THE MAYOR

JANUARY 14, 2020

Animal Dog Park and Advisory Committee

Megan Villacis (New Appointment) — Term to Expire: January 31, 2023
78 Beauview Avenue
Nashua, NH 03064

Conservation Commission

Joel Ackerman (New Appointment) — Term to Expire: December 31, 2020
13 Woodcrest Drive
Nashua, NH 03062

Downtown Improvement Committee

Edward Hayes (Reappointment) — Term to Expire: December 31, 2022
137 Main Street
Nashua, NH 03060

Steve Saxe (Reappointment) — Term to Expire: December 31, 2022
74 Musket Drive
Nashua, NH 03062

Amanda Schneck, (Reappointment) — Term to Expire: December 31, 2022
26 Chester Street
Nashua, NH 03064

James Tobin (Reappointment) — Term to Expire: November 2, 2022
36 Dogwood Drive
Nashua, NH 03062

Historic District Commission

Mariellen MacKay (Reappointment) — Term to Expire: December 31, 2020
9 Webster Street
Nashua, NH 03064

Hunt Legacy Trustees

Arthur Olsson (Reappointment) — Term to Expire: December 31, 2021
169 Coburn Woods
Nashua, NH 03063

Ira F. Harris Lecture Trustees

Judith Cudhea (Reappointment) — Term to Expire: December 31, 2021
2 Rogers Street
Nashua, NH 03064

I respectfully request that these appointments be confirmed.

Jim Donchess, Mayor

R-20-001

RESOLUTION

SECOND AMENDMENT TO R-18-001 "AUTHORIZING THE MAYOR AND CITY TREASURER TO ISSUE BONDS NOT TO EXCEED THE AMOUNT OF FIFTEEN MILLION FIVE HUNDRED THOUSAND DOLLARS ($15,500,000) FOR THE PERFORMING ARTS CENTER LOCATED AT 201 MAIN STREET"

CITY OF NASHUA

In the Year Two Thousand and Twenty

WHEREAS, the Board of Aldermen passed R-18-001 "Authorizing the Mayor and City Treasurer to issue bonds not to exceed the amount of fifteen million five hundred thousand dollars ($15,500,000) for the Performing Arts Center located at 201 Main Street" on February 13, 2018.

WHEREAS, the Board of Aldermen passed R-18-092 on December 11, 2018, which amendment allowed borrowing for the design of the project prior to the raising of $4,000,000 in private funds, including New Market Tax Credits, for the new performing arts center.

WHEREAS, the Board of Aldermen would like to further amend resolution R-18-001.

NOW THEREFORE, BE IT RESOLVED *by the Board of Aldermen of the City of Nashua* that the following paragraph of R-18-001, as amended by R-18-092, be further amended by deleting the struck through language as follows:

No borrowing for the renovation or construction of a new performing arts center, except for costs related to acquiring and securing (for safety and security purposes) the property anticipated to be used as a new performing arts center and for the design of the new performing arts center, shall occur until such time as the Mayor has determined that private funds, including New Market Tax Credits, totaling at least four million dollars ($4,000,000), to be used towards such new performing arts center, have been raised. ~~This resolution shall expire two years from its effective date in the event that four million dollars ($4,000,000) has not been raised prior to that date.~~

LEGISLATIVE YEAR 2020

RESOLUTION: R-20-001

PURPOSE: Second amendment to R-18-001 "Authorizing the Mayor and City Treasurer to issue bonds not to exceed the amount of fifteen million five hundred thousand dollars ($15,500,000) for the Performing Arts Center located at 201 Main Street"

SPONSOR(S): Mayor Jim Donchess
Alderman-at-large Lori Wilshire

COMMITTEE ASSIGNMENT:

FISCAL NOTE: Same as R-18-001

ANALYSIS

This resolution amends Resolution R-18-001 which authorized the City to issue and sell general obligation bonds up to $15,500,000, to use for the Performing Arts Center located at 201 Main Street. Pursuant to Nashua City Charter §54-a, this resolution requires a "duly advertised public hearing". Also see NH RSA 33:9, which requires a 2/3 vote for passage of this resolution. This amendment removes the two-year time period for raising private funds.

Approved as to form: **Office of Corporation Counsel**

By: _____

Date: January 7, 2020

RESOLUTION

RELATIVE TO THE ACCEPTANCE AND APPROPRIATION OF $294,000 FROM THE COMMUNITY DEVELOPMENT FINANCE AUTHORITY INTO CAPITAL PROJECT GRANT ACTIVITY "INVESTMENT TAX CREDIT PROGRAM FOR THE PERFORMING ARTS CENTER"

CITY OF NASHUA

In the Year Two Thousand and Twenty

RESOLVED *by the Board of Aldermen of the City of Nashua* that the City of Nashua is authorized to accept and appropriate $294,000 from the Community Development Finance Authority into Capital Project Grant Activity "Investment Tax Credit Program for the Performing Arts Center" for the purpose of supporting development of the Performing Arts Center in Nashua.

FURTHER RESOLVED that the Mayor is authorized to enter into any grant agreement or other document necessary for this purpose.

Community Development Finance Authority
Investment Tax Credit Program Contract
Award No. 20-133-CDIP-CDED1

1. Project Allocation, Purpose, and Description

1.1 Project Award: City of Nashua (Grantee) is awarded $367,500 (the "Award") in Community Development Finance Authority ("CDFA") Investment Tax Credit Program funds for the Nashua Performing Arts Center project (the "Project"), with a net total to the Project (after the standard 20% CDFA program fee) of $294,000 (the "Grant").

1.2 Project Purpose: The purpose of this award, made under the provisions of RSA 162-L, is to provide funding to support development of a performing arts center in Nashua, NH and will be used by the Grantee in accordance with the Grantee's application for tax credit funding, subject to any conditions and restrictions as set forth by the CDFA Board of Directors, as approved on June 11, 2019.

1.3 Grant Period: This Grant period shall begin on July 1, 2019, and end on June 30, 2024 (the "Grant Completion Date"). The parties agree that the Project activities shall be completed prior to the Grant Completion Date. The Grant Completion Date may be amended only upon the written request of the Grantee and the approval of CDFA.

1.4 Project Scope Requirements: The scope of the Project may not be substantially less than what was proposed in the tax credit application submitted, and/or as approved by the CDFA Board of Directors on June 11, 2019. CDFA retains the right at all times to evaluate the eligibility and scope of Grantee's Project and to adjust Contract terms accordingly. Any substantial changes to the scope, nature, location, implementation schedule, grantee administrative capacity or financing of the Project may require additional action of the CDFA Board of Directors. All determinations related to change in scope are at the sole discretion of CDFA.

2. Tax Credit Pledge Schedules and Fundraising Requirements

2.1 Schedule of State Fiscal Year Tax Credit Allocation: The allocation of $367,500 in tax credit funds will take place over the State Fiscal Years ("SFY" which runs July 1 through June 30) as outlined below.

2.2 Fundraising Deadline Schedule and Donation Due Dates: The Grantee shall secure donations which shall be evidenced by an executed Pledge Agreement. The pledges shall be payable by cash or marketable securities specifically earmarked for the Project and payable to CDFA according to the following schedule:

Type	Amount	Due to CDFA by	for SFY
Pledges			
	$367,500	March 31, 2021	2021
Cash Donations			
	$367,500	June 30, 2021	2021

2.3 Early Pledge Fulfillment: Donors may fulfill Pledges at any time prior to the due date agreed to in the Pledge Agreement. Donors will be issued tax credits for the SFY approved by CDFA for that project.

2.4 Non-Collusion Requirement: The Grantee acknowledges that executed Pledge Agreements will require that the Donors not enter into any agreement or other arrangement with the Grantee or any other party to recoup, or in any way be reimbursed for, the pledged tax credit funds that do not qualify for a tax credit.

2.6 Fundraising Reporting Requirements: All Grantees are required to provide monthly tax credit fundraising reports to CDFA, while in the fundraising stage of the Project. This report is to be submitted to CDFA by the 5th of each month during the fundraising period via the Status Reports component on CDFA's Grants Management System.

3. Total Matching Fund Commitments

3.1 Matching Fund Commitments/Sources and Uses of Funds: CDFA is making this grant contingent on the Grantee's ability to obtain firm commitments in the amounts necessary to complete the Project, and will not release any tax credit funds held by CDFA until firm commitments are documented and provided to CDFA from the sources, or from acceptable substitute sources. In the event the funding sources change, an updated Sources and Uses Statement shall be submitted to CDFA by the Grantee.

4. Standard Conditions

4.1 Legal Existence: By countersigning this Contract, Grantee confirms that it is a community development corporation, other nonprofit organization involved in community development, or an employee or other type of cooperative, as referenced in RSA 162-L:4 (h)(i)(j).

4.2 Legal Compliance: The Grantee shall comply with all applicable federal, state, and local laws, statutes, regulations, executive orders, and rules as they relate to the application, acceptance, and use of funds for the Project, including but not limited to, requirements specified in the Contract.

4.3 Legal Remedies: Grantee shall have the right to institute legal proceedings to protect its rights, including without implied limitation actions for specific performance or monetary damages, in the event the Donor fails to complete the terms of its Pledge commitment.

4.4 Assignment: The Grantee shall not assign or transfer any of its rights or obligations under this Contract without the prior written consent of the CDFA, and any attempted assignment or transfer shall render this Contract null and void.

4.5 Dissolution: In the event of the dissolution of the Grantee corporation, after provision for payment of all the corporation's liabilities, the board of directors shall dispose or transfer all assets of the corporation, exclusively for the exempt purposes of the Grantee corporation, in such manner or to such organization organized and operated exclusively for similar purposes as the Grantee, which organization qualifies under section 501(c)3 of the US Internal Revenue Code.

4.6 Indemnification: CDFA's only obligation shall be to release funds to the Grantee in accordance with the terms of this Contract. CDFA shall have no liability with respect to the property, the Project, or the renovation, development, construction or operations contemplated by the Project, and Grantee agrees to indemnify and hold harmless CDFA, its officers and employees, from and against such cost, loss, damage, or liability suffered by the Grantee and any and all claims, liabilities or penalties assessed the Grantee to the extent allowed under state law.

4.7 Security: To protect CDFA's investment of public funds, a relevant form of security (the "Security") will be required based upon the Project Purpose up to the net amount of funding. The CDFA Security will self-amortize over a period of ten years, effective upon Grant Start Date.

Tax credit funds will not be released until the Security is recorded and received at CDFA. Grantee will be responsible for requesting a written release of said Security after the ten-year period expires.

4.7.1 Grantee shall provide a performance lien on the project property, up to the net amount of funding. The lien shall amortize over a 10-year period.

4.8 Liability Insurance: Grantee shall, at its sole expense, obtain and maintain in force, and shall require any Subrecipient to obtain and maintain in force, for the benefit of CDFA and duration of the Grant Period the following insurance: 1) if applicable and only to the extent required by law, statutory worker's compensation and employers liability insurance for all employees engaged in the performance of the Grant Activities, and; 2) comprehensive general liability insurance against claims of bodily injury, death or property damage arising out of negligence in whole or part of the grantee, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than thirty (30) days after written notice thereof has been received by CDFA. CDFA shall be named as a certificate holder. Any change in this requirement shall require the approval of CDFA.

4.9 Property Insurance: If applicable, the Grantee, at its sole expense, shall obtain and maintain in full force, fire and extended coverage insurance covering all property purchased or improved with Grant Funds in an amount not less than 100% of the whole replacement value of the property. CDFA shall be named as a certificate holder.

4.10 Builders' Risk Insurance: If applicable, the Grantee shall ensure that all contractors and subcontractors involved shall possess builders' risk insurance in amounts sufficient to cover the value of the property and its contents.

4.11 Taxes: The Grantee shall be required to pay all taxes, assessments, charges, fines, and impositions attributable to the property, as applicable.

4.12 Project Publicity: The Grantee shall acknowledge CDFA appropriately in all organizational and public forums as to the support, financial and otherwise, that has been provided to your Project. This recognition shall include, but not be limited to, print/electronic media, publications, interviews, brochures, etc. This will support our efforts to be visible, which in turn will aid in generating additional financial support for New Hampshire community development efforts.

4.12.1 CDFA does not require worksite signage be erected for construction/renovation projects; however, if a sign is erected the CDFA logo must be included. CDFA logo may not be any smaller than 50% of the size of the largest logo displayed.

4.12.2 Organizations using websites to solicit tax credit purchases must include the CDFA logo and a link to the CDFA website.

4.12.3 If none of these are applicable or feasible, an alternative display of the CDFA logo or public recognition agreeable to CDFA.

4.13 Grantee Certification: All agreements between CDFA and Grantee shall be executed by a person duly authorized by the Board of Directors of the Grantee, evidenced by a certificate (the "Certificate") and returned upon execution of the Contract.

4.14 RSA 162-L Restrictions: CDFA is providing the tax credit funding in accordance with RSA 162-L, as amended from time to time. Any future amendments to RSA 162-L may alter CDFA's ability to provide the funding covered by the Contract. In the event CDFA ceases to exist as an agency of the State of New Hampshire, to the extent permitted by applicable law, the rights and obligations hereunder shall be transferred to another agency of the State of New Hampshire to continue to administer the terms hereof.

4.15 Default: A failure on the part of the Grantee to successfully complete the terms of this Contract shall be considered a default, which may result in a loss or reallocation of tax credit funding and may impact Grantee's ability to qualify for future grant rounds. Should the agreement be terminated due to a default based upon the inability of the Grantee to perform or complete the Project, it is within the authority of the CDFA to request the return of grant funds, and the disposition of the returned Grant funds shall be determined solely by CDFA.

4.16 Conflict of Interest: Conflicts of interest or the appearance of such shall be avoided in order to ensure public confidence in the expenditure of state funds. No officer, member or employee of the Grantee or Subrecipient shall participate in any decision relating to this Agreement, which reflects his or her personal interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested, nor shall such person have any personal or pecuniary interest, direct or indirect, in this Agreement or proceeds thereof.

5. Special Conditions

Grantee shall provide CDFA with a final project design and project sources-and-uses budget by April 1, 2020.

6. Reporting Requirements

6.1 Tax Credit Annual Status Report: For each year this Contract is active, the Grantee is required to report on the Project's progress as well as information that addresses the Project's goals and outcomes, financial data, and any special conditions as proposed in the application, and as identified below. The report shall also include a narrative on the

Project's progress including the items proposed in the Outcome Measures narrative section of the application. This report is to be submitted to CDFA on an annual basis, no later than July 31 of each year. CDFA may not disburse tax credit funds being held for the Project until this report is received. The report shall be submitted through the Status Reports component on CDFA's Grant Management System.

Performance Outcomes:
Grantee shall provide the following as they pertain to this Project:

6.1.1 Total number of unduplicated persons served.
6.1.2 Total number of low income person served.
6.1.3 Total number of new jobs created.
6.1.4 Total number of square feet of commercial, community facility or recreational space developed or improved.

Financial Data:

6.1.5 The Grantee shall submit its organization's most recent Annual Report.
6.1.6 The Grantee shall submit is most recent organization's Audited Financial Statements prepared in accordance with Generally Accepted Accounting Principles (GAAP).

6.2 **Final Report and Closeout:** Within thirty days of Project completion, the Grantee shall submit a Final Report in the same format as the Tax Credit Annual Status Report. This report will include cumulative outcomes and shall be submitted through CDFA's Grant Management System. Grantee and CDFA shall enter into and execute a Closeout Agreement once the project is complete and the final report has been submitted and approved.

7. Disbursement of Grant Funds

7.1 **Disbursement Conditions**: The Grant shall be disbursed to the Project, for the sole purpose of providing funds to the Project. CDFA reserves the right to amend, revoke, or reallocate its tax credit commitment to the Project if any of the conditions indicated in this Contract are not met. All disbursement requests shall be uploaded through CDFA's Grant Management System, and shall include any supporting documentation with each request, satisfactory to CDFA.

All tax credits must be secured by the Grantee prior to release of any funds, unless an exception is approved by CDFA. For programs funded over two state fiscal years, first-year proceeds may be considered for release once all Tax Credit pledges have been received by CDFA for that year. For programs funded in only one state fiscal year and the second year of two-year grants, CDFA will consider requests for early disbursement only when 50% of the Tax Credits for that grant year have been received. Any Grant funds that were received by Grantee and not spent on approved Grant activities shall be returned to CDFA.

7.2 **Disbursement Restrictions:** No disbursement from CDFA will be made to the Grantee greater than the amount of funding held on behalf of the Project in cash contributions, fulfilled pledges, or established values, net the standard 20% CDFA fee. Furthermore, no disbursement shall be made unless the Grantee is in compliance with Paragraphs 3, 4 and 5.

7.3 Compliance Requirement: Notwithstanding the conditions set forth in previous sections, CDFA shall not make any disbursement of grant funds unless, at the time of such disbursement, Grantee is in full compliance with all terms and conditions of this agreement, and the making of such disbursement of Grant funds (i) will not violate any provision of law, regulation, or administrative ruling to which CDFA is subject; (ii) will not subject CDFA to any tax, penalty, or fine; and (iii) will further the purposes of CDFA. Failure to meet the terms of this Contract may result in suspension and/or reallocation of tax credits for the Project.

If you agree to the terms of this Contract, please indicate by signing below.

Agreed,

By: City of Nashua

_____ Date _____

James W. Donchess, Mayor

By: Community Development Finance Authority

_____ Date _____

Katherine Easterly Martey, Executive Director

CERTIFICATE OF THE CLERK OF CITY OF NASHUA

_____, 2020

The undersigned, Sue Lovering, hereby certifies as follows:

1. The undersigned is the duly appointed City Clerk of City of Nashua, New Hampshire., a municipal corporation (the "City").

2. The undersigned hereby certifies that Jim Donchess, Mayor of the City, is authorized to execute binding agreements on the City's behalf upon Approval of the Board of Aldermen, including without limitation the Community Development Finance Authority Investment Tax Credit Program Contract.

The undersigned has executed this certificate as Clerk of the City as of the date first written above.

_____
Sue Lovering
City Clerk

Affix City Seal

LEGISLATIVE YEAR 2020

RESOLUTION: **R-20-002**

PURPOSE: **Relative to the acceptance and appropriation of $294,000 from the Community Development Finance Authority into Capital Project Grant Activity "Investment Tax Credit Program for the Performing Arts Center"**

SPONSOR(S): **Mayor Jim Donchess**

COMMITTEE ASSIGNMENT:

FISCAL NOTE: Fiscal impact is a $294,000 grant to be used for a specific purpose.

ANALYSIS

This resolution authorizes the city to accept and appropriate $294,000 from the Community Development Finance Authority into Capital Project Grant Activity "Investment Tax Credit Program for the Performing Arts Center" for the purpose of supporting development of the Performing Arts Center in Nashua.

Approved as to account structure, numbers and amount: **Financial Services Division**

By: _____

Approved as to form: **Office of Corporation Counsel**

By: _____

Date: January 7, 2020

R-20-003

RESOLUTION

AUTHORIZING THE FILING OF APPLICATIONS AND EXECUTION OF GRANT AGREEMENTS WITH THE U.S. DEPARTMENT OF TRANSPORTATION FOR GRANTS UNDER THE URBAN MASS TRANSPORTATION ACT OF 1964, AS AMENDED, FOR FISCAL YEARS 2021 AND 2022

CITY OF NASHUA

In the Year Two Thousand and Twenty

WHEREAS, the U.S. Secretary of Transportation is authorized to make grants under the Urban Mass Transportation Program of Projects and Budget;

WHEREAS, the contracts for financial assistance will impose certain obligations upon the applicant, including the provision of a local share of project costs in the program;

WHEREAS, it is required by the U.S. Department of Transportation in accord with the provisions of Title VI of the Civil Rights Act of 1964, as amended, that the applicant provide assurances that it will comply with Title VI of the Civil Rights Act of 1964 and U.S. Department of Transportation requirements thereunder; and

WHEREAS, it is the goal of the applicant that minority business enterprises be utilized to the fullest extent possible in connection with these projects, and that definitive procedures shall be established and administered to ensure that minority businesses shall have the maximum feasible opportunity to compete for contracts when procuring construction contracts, supplies, equipment contracts, or consultant and other services.

NOW THEREFORE, be it resolved by the Board of Aldermen of the City of Nashua:

1. That the Mayor is authorized to execute and file an application on behalf of the City of Nashua with the U.S. Department of Transportation, to aid in the financing operating, planning and capital of projects pursuant to Section 9 of the Urban Mass Transportation Act of 1964, as amended, for fiscal years 2021 and 2022.

2. That the Mayor is authorized to execute and file with such applications assurances or any other documents required by the U.S. Department of Transportation effectuating the purposes of Title VI of the Civil Rights Act of 1964.

3. That the Mayor is authorized to furnish such additional information as the U.S. Department of Transportation may require in connection with the applications.

4. That the Mayor is authorized to set forth and execute affirmative minority business policies in connection with the Program of Projects and Budget's procurement needs.

5. That the Mayor is authorized to execute grant agreements on behalf of the City of Nashua with the U.S. Department of Transportation for aid in the financing of the capital, planning and operating element of the Program of Projects and Budget.

LEGISLATIVE YEAR 2020

RESOLUTION: R-20-003

PURPOSE: **Authorizing the filing of applications and execution of grant agreements with the U.S. Department of Transportation for grants under the Urban Mass Transportation Act of 1964, as amended, for fiscal years 2021 and 2022**

ENDORSERS: **Mayor Jim Donchess**
Alderman-at-Large Lori Wilshire

COMMITTEE ASSIGNMENT:

FISCAL NOTE: Fiscal impact is grant monies to the city to be used for a specific purpose.

ANALYSIS

This resolution authorizes the filing of applications and execution of agreements by the Mayor with the U.S. Department of Transportation for grants under the Urban Mass Transportation Act of 1964, as amended, for fiscal years 2021 and 2022.

Approved as to account number and/or structure, and amount:

Financial Services Division

By: _____

Approved as to form:

Office of Corporation Counsel

By: _____

Date: 7 January 2020

R-20-004

RESOLUTION

RELATIVE TO THE SUPPLEMENTAL APPROPRIATION OF $350,000 OF FY2020 UNANTICIPATED REVENUE FROM DEPARTMENT #152 "FIRE", ACCOUNTING CLASSIFICATION #44 "CHARGES FOR SERVICES" INTO DEPARTMENT #152 "FIRE", ACCOUNTING CLASSIFICATION #51 "SALARIES & WAGES"

In the Year Two Thousand and Twenty

RESOLVED *by the Board of Aldermen of the City of Nashua* to appropriate $350,000 of FY2020 unanticipated revenue from Department #152 "Fire", Accounting Classification #44 "Charges for Services" into Department #152 "Fire", Accounting Classification #51 "Salaries & Wages" for the purpose of funding a portion of fire dispatcher salaries.

LEGISLATIVE YEAR 2020

RESOLUTION: R-20-004

PURPOSE: Relative to the supplemental appropriation of $350,000 of FY2020 unanticipated revenue from Department #152 "Fire", Accounting Classification #44 "Charges for Services" into Department #152 "Fire", Accounting Classification #51"Salaries & Wages"

SPONSOR(S): Mayor Jim Donchess

COMMITTEE ASSIGNMENT:

FISCAL NOTE: This resolution will negate the need to establish a revolving fund and place the salaries of the full time dispatchers in the Fire Department operating budget.

ANALYSIS

This legislation appropriates $350,000 of FY2020 unanticipated revenue from the Fire Department. This revenue is related to the AMR emergency ambulance services agreement under which AMR is contributing $350,000 to pay for a portion of the fire dispatcher salaries.

Charter Sec. 53 permits specific non-budget, supplementary appropriations. There should be notice and a public hearing. 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.

Approved as to account structure, numbers, and amount: **Financial Services Division**

By: _____

Approved as to form: **Office of Corporation Counsel**

By: Rowley Clarke

Date: 7 January 2020

R-20-005

RESOLUTION

APPROVING THE USE OF U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT HOME INVESTMENT PARTNERSHIP PROGRAM FUNDS BY HABITAT FOR HUMANITY FOR 10 PAXTON TERRACE

CITY OF NASHUA

In the Year Two Thousand and Twenty

WHEREAS, the City of Nashua is an entitlement community and receives U.S. Department of Housing and Urban Development (HUD) HOME Investment Partnership Program funds under the provisions of Title I of the Housing and Community Development Act of 1974, as amended;

WHEREAS, the City of Nashua accepts applications for HOME funds on a rolling basis for which funds are set aside through the Annual Action Plan, approved by the Board of Aldermen, for the development of affordable housing;

WHEREAS, the City has accepted an application for HOME funds from Habitat for Humanity to acquire a vacant lot and construct a new two-unit residential property at 10 Paxton Terrace to be sold to and occupied by two separate veteran households;

WHEREAS, Habitat for Humanity has requested $400,000 of HOME funds toward the estimated total development cost of $620,000; and

WHEREAS, the creation of affordable home-owner housing for low-moderate income households is consistent with goals of the HOME Investment Partnership Program.

NOW THEREFORE BE IT RESOLVED that the Board of Aldermen of the City of Nashua approves the allocation of funds in the amount of up to $400,000 from the City's HOME Program, Affordable Housing Development line items.

BE IT FURTHER RESOLVED that the Mayor is authorized to execute all necessary understandings, assurances and agreements pursuant to this project.

LEGISLATIVE YEAR 2020

RESOLUTION: **R-20-005**

PURPOSE: **Approving the use of U.S. Department of Housing and Urban Development Home Investment Partnership Program Funds by Habitat for Humanity for 10 Paxton Terrace**

SPONSOR(S): **Mayor Jim Donchess**
Alderman-at-Large Lori Wilshire

COMMITTEE ASSIGNMENT:

FISCAL NOTE: No fiscal impact; all federal grant funds.

ANALYSIS

This legislation approves the use of HOME Investment Partnership Program funds for an eligible affordable housing development project as described. HOME funds stack from year to year and are allocated generally using oldest funds first.

Approved as to account number and/or structure, and amount:

Financial Services Division

By: _____

Approved as to form:

Office of Corporation Counsel

By: Dorothy Clarke

Date: 8 January 2020

R-20-006

RESOLUTION

RELATIVE TO THE ACCEPTANCE AND APPROPRIATION OF $290,000 FROM THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF SAFETY INTO POLICE GRANT ACTIVITY "FY2020 OPIOID ABUSE REDUCTION INITIATIVE (OARI) GRANT"

CITY OF NASHUA

In the Year Two Thousand and Twenty

RESOLVED *by the Board of Aldermen of the City of Nashua* that the City of Nashua and the Nashua Police Department are authorized to accept and appropriate $290,000 from the State of New Hampshire, Department of Safety into Police Grant Activity "FY2020 Opioid Abuse Reduction Initiative (OARI) Grant" for the purpose of investigating and apprehending individuals or organizations that are involved in opioid related drug use and trafficking. This funding is contingent upon approval by the Governor and Executive Council and shall be in effect through 06/30/2020. No local match is required. The Mayor is authorized to enter into any grant agreement or other documents necessary to further the purposes hereof, including but not limited to, a memorandum of agreement between the State of New Hampshire Department of Safety, the State of New Hampshire Division of State Police, the Town of Hudson Police Department, and the City of Nashua Police Department, substantially similar to the attached.

Memorandum of Agreement (MOA)

The State of New Hampshire, Department of Safety (herein referred to as the "State"), the Town of Hudson Police Department (herein referend to as the "Municipality"), and City of Nashua Police Department (herein referred to as the "Grantee") agree to administer funding of the 2019 Law Enforcement Opioid Abuse Reduction Initiative (OARI) as authorized under RSA 21-P:66 and Saf-C 2900 in the manner detailed within this Memorandum of Agreement.

The "Grantee", as the grant award recipient, is responsible for the overall direction and assignment of all 2019 Law Enforcement Opioid Abuse Reduction Initiative (OARI) grant funded activities. Some of these activities may be assigned to the "Municipality". When the "Municipality" is assigned grant funded activities, the "Municipality" is eligible for reimbursement directly from the "State", pending the submission of appropriate documentation, approval from the "Grantee", and in accordance with the grant award requirements. This agreement may be modified by written mutual agreement of the parties. This agreement shall remain in effect until the grant period has expired.

The "Grantee" is responsible for:

- Coordination of activities as specified in RSA 21-P:66 and Saf-C 2900 and outlined in the application and grant award documentation;
- Reviewing and approving all reimbursement requests submitted by the "Municipality";
- Submitting "Municipality" reimbursement requests to the "State";
- Any costs related to activities that are not previously approved by the "State" or that exceed any previously approved amount.

The "Municipality" is responsible for:

- Participating in specified "Grantee" assigned activities as per the final grant agreement;
- Documenting specified "Grantee" assigned activities in accordance with the grant agreement using the attached Overtime form and appropriate back-up as specified in the Grant application and Saf-C 2908.01 on form DSAD 69;
- Submitting reimbursement requests supported by documentation to the "Grantee";
- Any costs related to activities that are not previously approved by the "Grantee", that exceed any previously approved amount, or that are deemed ineligible per the grant agreement.

The "State" is responsible for:

- Reimbursing the "Municipality" for "Grantee" approved grant related activities that are supported by proper documentation and approved by the "Grantee";
- Ensuring that submitted reimbursements have been approved by the "Grantee";
- Providing notification to the "Grantee" and "Municipality" of any documentation deficiencies and the steps necessary to resolve the issue.

Nothing in this agreement guarantees payment of any amounts to the "Grantee" or "Municipality" or alters or changes the grant agreement with the "Grantee". Costs for the entire activity may not exceed the maximum award to the "Grantee".

The undersigned, on behalf of the State of New Hampshire, Department of Safety (the "State"), the Town of Hudson Police Department (the "Municipality"), and the City of Nashua Police Department (the "Grantee") agree to administer funding of the 2019 Law Enforcement Opioid Abuse Reduction Initiative (OARI) as authorized under RSA 21-P:66 and Saf-C 2900 in the manner detailed within this Memorandum of Agreement.

Town of Hudson Police Department

_____ _____
Jason Lavoie, Hudson Police Chief Date

Email:_____ Phone:_____

City of Nashua Police Department

_____ _____
Andrew J. Lavoie, Nashua Police Chief Date

New Hampshire Division of State Police

_____ _____
Christopher Wagner Date
Colonel

New Hampshire Department of Safety

_____ _____
Steven R. Lavoie Date
Director of Administration

LEGISLATIVE YEAR 2020

RESOLUTION: R-20-006

PURPOSE: **Relative to the acceptance and appropriation of $290,000 from the State of New Hampshire, Department of Safety into Police Grant Activity "FY2020 Opioid Abuse Reduction Initiative (OARI) Grant"**

SPONSOR(S): **Mayor Jim Donchess**

COMMITTEE ASSIGNMENT:

FISCAL NOTE: Fiscal impact is a $290,000 grant to be used for a specific purpose. No local match is required

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ANALYSIS

This resolution authorizes the City to accept and appropriate $290,000 from the State for the purpose of investigating and apprehending individuals or organizations that are involved in opioid related drug use and trafficking. These funds will be used in conjunction with the Town of Hudson Police Department in a joint effort. The attached MOA establishes Nashua as the "Grantee" and Hudson as the "Municipality" where reimbursements from the State will go directly to the Town of Hudson after approval by the Nashua Police Department.

Approved as to account number and/or structure, and amount: **Financial Services Division**

By: _____

Approved as to form: **Office of Corporation Counsel**

By: Dorothy Clarke

Date: 7 January 2020

R-20-007

RESOLUTION

CHANGING THE PURPOSE OF FUNDS FOR A PARKS & RECREATION CAPITAL IMPROVEMENT PROJECT FROM "CROWN HILL POOL REPAIRS" TO "ROTARY POOL FILTER REPLACEMENT"

CITY OF NASHUA

In the Year Two Thousand and Twenty

WHEREAS, the City of Nashua's FY 2018 budget included a Parks & Recreation capital improvement project entitled "Crown Hill Pool Repairs" in the amount of $203,000; and

WHEREAS, the Crown Hill Pool Repairs project has excess funds, and the Division of Public Works has an immediate need to begin work on replacing the filter at the Rotary Pool.

NOW, THEREFORE, BE IT RESOLVED by the Board of Aldermen of the City of Nashua that $65,000 of the amount previously approved for Parks & Recreation capital improvement project "Crown Hill Pool Repairs" is instead approved to be used for the "Rotary Pool Filter Replacement" project.

LEGISLATIVE YEAR 2020

RESOLUTION: R-20-007

PURPOSE: Changing the purpose of funds for a Parks & Recreation capital improvement project previously from "Crown Hill Pool Repairs" to "Rotary Pool Filter Replacement"

ENDORSERS: Mayor Jim Donchess
Alderman June M. Caron

COMMITTEE ASSIGNMENT:

FISCAL NOTE: None.

ANALYSIS

This resolution changes the purpose of some FY2018 Parks and Recreation capital improvement project funds previously approved for Crown Hill Pool Repairs to Rotary Pool Filter Replacement. The filter at the Rotary Pool has failed and needs to be replaced now so it will be functional in time for the upcoming summer season.

The "Rotary Pool Filter Replacement" project was presented to the FY2021 Capital Improvement Committee (CIC) on January 6, 2020.

This legislation should be referred to the Board of Public Works for review and approval.

Approved as to account structure, numbers, and amount: **Financial Services Division**

By: _____

Approved as to form: **Office of Corporation Counsel**

By: Dorothy Clarke

Date: 7 January 2020

R-20-008

RESOLUTION

AUTHORIZING THE MAYOR AND CITY TREASURER TO ISSUE BONDS NOT TO EXCEED THE AMOUNT OF ONE MILLION FOUR HUNDRED THOUSAND DOLLARS ($1,400,000) TO PURCHASE A NEW 2020 PIERCE ARROW XT RED AERIAL LADDER TRUCK FOR THE FIRE DEPARTMENT

CITY OF NASHUA

In the Year Two Thousand and Twenty

RESOLVED *by the Board of Aldermen of the City of Nashua* that the Mayor of the City of Nashua and the City Treasurer of the City of Nashua are hereby authorized to issue and sell general obligation bonds of the City in an aggregate principal not to exceed one million four hundred thousand dollars ($1,400,000). The proceeds of said bonds shall be used to purchase a new 2020 Pierce Arrow XT red aerial ladder truck for the Fire Department. The useful life of the truck is fifteen years.

Pursuant to Nashua City Charter §54-a, this resolution requires a "duly advertised public hearing." Also see N.H. RSA 33:9, which requires a 2/3 vote of all the members for passage of this resolution.

The bonds shall be general obligations of the City of Nashua, payable as to principal and interest from ad valorem taxes, which will be levied without limitation as to rate or amount on all taxable property within the territorial limits of the City of Nashua.

The bonds shall bear the manual or facsimile signature of the City Treasurer and the Mayor. In accordance with Chapter 91 of the New Hampshire Acts of 2005, bonds issued pursuant to this resolution shall not require an authenticating certificate of a bank or trust company doing business in the State of New Hampshire or The Commonwealth of Massachusetts, or the Commissioner of Revenue Administration.

The bonds are to be issued in fully-registered form by means of a book-entry system or otherwise and shall have such terms and conditions and be in such form, subject to the provisions of this resolution and applicable law, as shall be determined by the Mayor and the City Treasurer.

RESOLVED FURTHER, that the Mayor is authorized to enter into the required contracts therefor as well as any amendments to be made thereto or any other documentation necessary for the receipt of said funds.

LEGISLATIVE YEAR 2020

RESOLUTION: R-20-008

PURPOSE: **Authorizing the Mayor and City Treasurer to issue bonds not to exceed the amount of one million four hundred thousand dollars ($1,400,000) for the purchase a new 2020 Pierce Arrow XT red aerial ladder truck for the Fire Department**

SPONSOR(S): **Alderman-at-Large David C. Tencza**
Alderman Richard A. Dowd

COMMITTEE ASSIGNMENT:

FISCAL NOTE: It is anticipated that the bond would be sold in FY 21 for a fifteen (15) year term. It is estimated the interest rate will be approximately 3.0% and the total cost of the bond will be $1,736,000 including interest. The average annual payment will be approximately $115,700 with the beginning years at a higher amount. The vehicle was approved in the FY 20 CERF schedule/budget. The interest rate and total cost are conservative estimates. This vehicle is included in the city most current bond sales plan.

ANALYSIS

This resolution authorizes the City to issue and sell general obligation bonds up to $1,400,000 for the purchase a new 2020 Pierce Arrow XT red aerial ladder truck for the Fire Department. The ladder truck was approved in the FY 2020 Capital Equipment Reserve Fund plan.

Pursuant to Nashua City Charter §54-a, this resolution requires a "duly advertised public hearing". Also see NH RSA 33:9, which requires a 2/3 vote of all the members for passage of this resolution.

Approved as to account structure, numbers and amount: **Financial Services Division**

By: _____

Approved as to form: **Office of Corporation Counsel**

By: Dorothy Clarke

Date: 7 January 2020

RESOLUTION

ESTABLISHING AN ELECTRIC AGGREGATION COMMITTEE

CITY OF NASHUA

In the Year Two Thousand and Twenty

RESOLVED *by the Board of Aldermen of the City of Nashua* in accordance with New Hampshire Statutes RSA chapter 53-E there is hereby established an Electric Aggregation Committee for the purpose of developing an Electric Aggregation Plan pursuant to said chapter. Said committee will be comprised as follows:

1. The Mayor;
2. A member of the Board of Aldermen appointed by the Board President;
3. The City of Nashua Energy Manager;
4. 4 individuals appointed by the Mayor and confirmed by the Board of Aldermen.

LEGISLATIVE YEAR 2020

RESOLUTION: R-20-009

PURPOSE: To establish an Electric Aggregation Committee in order to develop an Electric Aggregation Plan pursuant to RSA chapter 53-E.

ENDORSERS: Mayor James W. Donchess

COMMITTEE ASSIGNMENT:

FISCAL NOTE: Minimal administrative expenditures.

ANALYSIS

This resolution establishes a committee with a purpose to develop a plan for electric aggregation in accordance with RSA chapter 53-E.

Approved as to form: **Office of Corporation Counsel**

By: _____

Date: JANUARY 8, 2020

ORDINANCE

EXTENDING THE HOURS OF SALE OF ALCOHOLIC BEVERAGES BY ON-PREMISES LICENSEES TO 2:00 A.M.

CITY OF NASHUA

In the Year Two Thousand and Twenty

The City of Nashua ordains that Part II "General Legislation", Chapter 83 "Alcoholic Beverages", of the Nashua Revised Ordinances, as amended, be and hereby is further amended by adding the new underlined article:

"ARTICLE IV
Hours of Sale

§ 83-10. Hours of Sale of Alcoholic Beverages by On-Premises Licensees.

On-premises licensees shall be permitted to sell alcoholic beverages until 2:00 a.m. Licensees shall be subject to all conditions and requirements established by statute and the State Liquor Commission."

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

This legislation shall take effect following its passage.

LEGISLATIVE YEAR 2020

ORDINANCE: **O-20-001**

PURPOSE: **Extending the hours of sale of alcoholic beverages by on-premises licensees to 2:00 a.m.**

ENDORSERS: **Alderman-at-Large Ben Clemons**

COMMITTEE ASSIGNMENT:

FISCAL NOTE: **None.**

ANALYSIS

This legislation permits businesses with on-premises licenses for the sale of alcohol to remain open until 2:00 a.m. The licensees will be subject to all conditions and requirements established by statute and the State Liquor Commission. The city's authority to extend the hours for sale of alcohol by on-premises licensees is found at RSA 179:17, II (b).

Approved as to form: **Office of Corporation Counsel**

By: Dorothy Clarke

Date: 6 January 2020

O-20-002

ORDINANCE

ESTABLISHING ELECTION POLL HOURS

CITY OF NASHUA

In the Year Two Thousand and Twenty

The City of Nashua ordains that Part II "General Legislation", Chapter 23 "Elections and Campaigns", Article I "General Voting Procedures" of the Nashua Revised Ordinances, as amended, be and hereby is further amended by adding the new underlined section:

"**§ 23-1.5. Election Poll Hours.**

Polls shall be open for elections starting at 6:00 a.m. and ending at 8:00 p.m."

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

This legislation shall take effect following its passage.

LEGISLATIVE YEAR 2020

ORDINANCE: O-20-002

PURPOSE: Establishing election poll hours

ENDORSERS: Alderman-at-Large Ben Clemons

COMMITTEE ASSIGNMENT:

FISCAL NOTE: None.

ANALYSIS

This legislation establishes by ordinance the election poll hours (6:00 a.m. to 8:00 p.m.) that have consistently been adopted by the City through each election resolution. RSA 659:4 notes that "[i]n cities, the city council shall determine the polling hours no later than 30 days prior to a state election."

Approved as to form: **Office of Corporation Counsel**

By: Dorothy Clarke

Date: 8 January 2020