

COMMITTEE ON INFRASTRUCTURE

MAY 26, 2021

7:00 PM

Join Zoom Meeting: <https://us02web.zoom.us/j/85153104060?pwd=ZmJBWlEwSlk5U1BocmtLZFk0Znp4UT09>  
Meeting ID: 851 5310 4060 Passcode: 442422

Join by telephone: 1-929-205-6099  
Meeting ID: 851 5310 4060 Passcode: 442422

If anybody has a problem accessing the meeting via phone or Channel 16, please call 603-589-3329 and they will help you connect.

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ROLL CALL

PUBLIC COMMENT

DISCUSSION

COMMUNICATIONS

From: Matthew Sullivan, Planning Manager  
Re: Referral from the Board of Aldermen on proposed, R-21-139 – Authorizing the Bus Pull Off and Shelter Easement on Bridge Street and Temporary Construction Easement Agreement on Sanders Street

PETITIONS

UNFINISHED BUSINESS

NEW BUSINESS – RESOLUTIONS

**R-21-139**

Endorsers: Alderman Jan Schmidt  
Alderman Richard A. Dowd  
Alderman Thomas Lopez  
Alderman-at-Large Michael B. O'Brien, Sr.  
Alderman Linda Harriott-Gathright

**AUTHORIZING THE BUS PULL OFF AND SHELTER EASEMENT ON BRIDGE STREET AND TEMPORARY CONSTRUCTION EASEMENT AND USE EASEMENT AGREEMENT ON SANDERS STREET**

NEW BUSINESS – ORDINANCES

**O-21-062**

Endorsers: Alderman June M. Caron  
Alderman Richard A. Dowd  
Alderman Linda Harriott-Gathright  
Alderman-at-Large Michael B. O'Brien, Sr.

**ESTABLISHING A HANDICAPPED PARKING SPACE IN FRONT OF 3 CROWN STREET**

**O-21-063**

Endorser: Alderman Jan Schmidt  
**ESTABLISHING A NO PARKING ZONE ON THE SOUTH SIDE OF NEWTON DRIVE**

TABLED IN COMMITTEE

**O-20-004**

**Endorsers:** Alderman Thomas Lopez  
Alderman Patricia Klee  
Alderwoman-at-Large Shoshanna Kelly  
Alderman Linda Harriott-Gathright

**ALLOWING PERMITTED OVERNIGHT ON-STREET PARKING ON EIGHTH STREET**

- Tabled at 2/26/20 meeting

**O-20-006**

**Endorsers:** Alderman Thomas Lopez  
Alderman Patricia Klee  
Alderwoman-at-Large Shoshanna Kelly  
Alderwoman Linda Harriott-Gathright

**ALLOWING PERMITTED OVERNIGHT ON-STREET PARKING ON A PORTION OF PRESCOTT STREET**

- Tabled at 2/26/20 meeting

**O-20-032**

**Endorsers:** Alderman-at-Large Brandon Laws  
Alderman Thomas Lopez  
Alderman Jan Schmidt  
Alderman Skip Cleaver  
Alderwoman-at-Large Shoshanna Kelly  
Alderwoman Elizabeth Lu

**REDUCING THE FINE FOR OVERNIGHT PARKING VIOLATIONS**

- Tabled at 10/28/20 meeting

GENERAL DISCUSSION

PUBLIC COMMENT

REMARKS BY THE ALDERMEN

NON-PUBLIC SESSION

ADJOURNMENT



**City of Nashua**  
**Planning Department**  
229 Main Street  
Nashua, New Hampshire 03061-2019

Planning & Zoning 603 589-3090  
WEB [www.nashuanh.gov](http://www.nashuanh.gov)

**MEMORANDUM**

Date: May 21, 2021

To: Ald. Lori Wilshire, President, and Board of Aldermen  
Ald. Michael B. O'Brien, Sr., Chair and Committee of Infrastructure

From: Matthew Sullivan, Planning Manager

RE: Referral from the Board of Aldermen on proposed, R-21-139 – Authorizing the Bus Pull Off and Shelter Easement on Bridge Street and Temporary Construction Easement and Use Easement Agreement on Sanders Street.

At the Nashua City Planning Board's regularly scheduled meeting of May 20, 2021 the Planning Board, 5 Yes, 1 No and 0 abstained unanimously to make a favorable recommendation on R-21-139.

If you have any questions concerning this notification, please contact me at 589-3090 or via [sullivanm@nashuanh.gov](mailto:sullivanm@nashuanh.gov).

cc: Mayor Jim Donchess  
Donna Graham, Legislative Assistant  
Susan Lovering, City Clerk  
Scott LeClair, Chair, NPCB  
Sarah Marchant, Community Development Director



## RESOLUTION

### AUTHORIZING THE BUS PULL OFF AND SHELTER EASEMENT ON BRIDGE STREET AND TEMPORARY CONSTRUCTION EASEMENT AND USE EASEMENT AGREEMENT ON SANDERS STREET

### *CITY OF NASHUA*

*In the Year Two Thousand and Twenty-One*

**WHEREAS**, R-09-168, amended, authorized the Business and Industrial Development Authority to enter into agreements for the transfer and redevelopment of the following parcels of land: L Bridge Street – Lot 40-34, 40 Bridge Street – Lot 39-32, 70 Bridge Street – Lot 40-48, and 10 Sanders Street – Lot 40-37, totaling approximately 12 acres (the “Property”) under certain conditions;

**WHEREAS**, pursuant to that authorization, the City did enter into such a “Bridge Street Waterfront Development Preferred Developer Agreement for Sale of Land for Private Development” on May 21, 2009, with Renaissance at Nashua, LLC, and three subsequent amendments (“Preferred Developer Agreement”);

**WHEREAS**, on November 10, 2016, pursuant to the Preferred Developer Agreement and as part of the first phase of development, the City transferred title to the land situated off Bridge Street now known as Map 40, Lot 50, which was a lot consolidated from a portion of Map 40 Lots 34 and 48, as shown on a plan entitled “Consolidation/Subdivision Plan (Map 40, Lots 34 & 48) 62 & 70 Bridge Street, Nashua, NH,” recorded as Plan #39077 in the Hillsborough County Registry of Deeds.

**WHEREAS**, R-19-148, passed on August 13, 2019, approved the Business and Industrial Development Authority entering into a fourth amendment to the Preferred Developer Agreement regarding the second phase of development; and

**WHEREAS**, certain easements and agreement are required for the closing of the second phase of the development.

***NOW, THEREFORE, BE IT RESOLVED*** by the Board of Aldermen of the City of Nashua that the City is authorized to enter into the following in substantially the same forms as attached:

1. The Bus Pull Off and Shelter Easement from SMC Residents at Riverfront Landing Phase II Limited Partnership to the City of Nashua; and
2. The Temporary Construction Easement and Use Easement Agreement between the City of Nashua and SMC Residents at Riverfront Landing Phase II Limited Partnership at the right of way known as Sanders Street.

***FURTHER RESOLVED*** by the Board of Aldermen of the City of Nashua that the Mayor, with the assistance of the Office of Corporation Counsel, is authorized to prepare and execute all necessary documents and take all necessary actions contemplated by the above described documents or required to effectuate the same.

After recording return to  
City of Nashua Attn: Legal  
229 Main Street, Nashua, NH 03061

## **BUS PULL OFF AND SHELTER EASEMENT**

KNOW ALL PERSONS BY THESE PRESENTS, that **SMC Residences at Riverfront Landing Phase II Limited Partnership, a New Hampshire Limited Partnership**, with a principal place of business at 100 Galen Street, Suite 301, Watertown, Massachusetts 02473 (“**Grantor**”), in reference to Map 39 Lot 32 located in Nashua, County of Hillsborough, State of New Hampshire (“**Property**”), for consideration paid, Grants to the **City of Nashua**, a New Hampshire municipal corporation, having its principal place of business at 229 Main Street, Nashua, New Hampshire 03061 and its successors and assigns (“**Grantee**”), the exclusive right and easement to use, repair, maintain and replace a bus pull off area and bus shelter (defined below) on, over and across the aforementioned Property of Grantor beyond the limits of the present highway running past Grantor’s Property in the City of Nashua, commonly known as Bridge Street (“**Easement Area**”), as will or may be necessary in association with the City of Nashua’s use of said Bus Shelter in association with the City of Nashua’s public transportation system, to be constructed by Grantor in accordance with the requirements of the City of Nashua’s Public Works Department all as more fully identified as “Proposed Bus Pull Off and Shelter Easement” on a plan entitled “Easement Plan for Bridge Street Development Phase 2; 4, 5 and 6 Sanders Street, Nashua, New Hampshire, Tax Map 39 Lot 32 and Map 40 Lot 37,” prepared for: Renaissance at Nashua, LLC; Record Owner: City of Nashua, dated April \_\_, 2021, prepared by McFarland Johnson, and recorded at the Hillsborough County Registry of Deeds as Plan No. \_\_\_\_\_ (the “**Easement Plan**”); see also plans entitled “Site Plans for Bridge Street Development Phase 2; 4, 5 and 6 Sanders Street, Nashua, New Hampshire, Tax Map 39 Lot 32 and Map 40 Lot 37,” prepared For: Renaissance at Nashua, LLC; Record Owner: City of Nashua, dated January 11, 2021, prepared by McFarland Johnson, and on file with the City of Nashua, New Hampshire as NR \_\_\_\_\_ (the “**Site Plans**”). Collectively, the Easement Plan and the Site Plans are referred to herein as the “**Plans**.”

Grantor grants to Grantee the exclusive right and license to use the Easement Area for the purposes of constructing, installing and maintaining a passenger waiting shelter and ancillary facilities such as seating, bicycle racks and trash receptacles (collectively referred to herein as the “Shelter”). The Shelter shall be used solely as a public transit passenger waiting shelter.

Grantee shall bear sole responsibility for construction and installation of the Shelter in a safe manner and shall indemnify Grantor against any loss, damage, expense or liability resulting from such construction and installation of the Shelter or failure of Grantee to comply with its responsibilities hereunder. Grantee shall own the Shelter.

Grantor shall bear sole responsibility for maintenance of the Easement Area and the Shelter in a safe manner and shall indemnify Grantee against any loss, damage, expense or liability resulting from such maintenance of the Easement Area and the Shelter or failure of Grantor to comply with its maintenance responsibilities hereunder. Such maintenance shall include snow and ice removal.

This Easement shall include the right of access from, to and across Grantor’s Property for all purposes in connection with the exercise of the within granted rights and easement; the right to excavate, trench, and backfill by men or machines and temporarily to place excavated earth and other material on said Property, provided that the said Property shall be restored by the Grantee to substantially the condition in which it was immediately prior to such access, excavation, trenching, and backfilling subject to Grantee’s rights herein; the right to plant, trim, cut down and remove bushes, trees and other plant growth on the Property as and to such extent as in the judgment of the Grantee is necessary for any of the above purposes; and the right to place route, scheduling and advertising on the Shelter.

This Easement shall be governed exclusively by the laws of the State of New Hampshire and any claim or action brought relating to this Easement 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.

Subject to easements, restrictions, and reservations of record.

This transfer is exempt from transfer tax pursuant to N.H. RSA 78-B: 2, I.

IN WITNESS WHEREOF, Grantor has caused this Easement to be duly executed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

GRANTOR  
**SMC Residences at Riverfront Landing  
Phase II, LP**  
By: Sentry Management Holding, LLC  
General Partner

\_\_\_\_\_  
Witness

By:

\_\_\_\_\_  
Stephen M. Chapman, Managing Member

COMMONWEALTH/STATE OF  
COUNTY OF

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, personally appeared, before me,  
Stephen M. Chapman, personally known to me (or satisfactorily proven) to be the individual  
whose name is subscribed to the within instrument and acknowledged that he executed the same  
for the purposes therein contained on behalf of Sentry Management Holding, LLC, the General  
Partner of SMC Residences at Riverfront Landing Phase II, LP.

\_\_\_\_\_  
Justice of the Peace/Notary Public  
Commission Expires:



Return to:  
Prunier & Prolman, P.A.  
Account No.: 026

**TEMPORARY CONSTRUCTION EASEMENT AND USE EASEMENT AGREEMENT**  
**Sanders Street, Nashua, New Hampshire**

This Temporary Construction Easement and Use Agreement (this “Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the **City of Nashua**, a municipal corporation with an address of 229 Main Street, Nashua, New Hampshire 03060 (the “Grantor”), and the **SMC Residences at Riverfront Landing Phase II Limited Partnership**, a New Hampshire limited partnership with an address of 100 Galen Street, Suite 301, Watertown, Massachusetts 02472 (the “Grantee”),

RECITALS:

WHEREAS, Grantor owns the right of way known as Sanders Street by dedication and acceptance in Nashua, County of Hillsborough and State of New Hampshire, and shown as **Sanders Street** (“Sanders Street”) as shown on a plan entitled “Easement Plan for Bridge Street Development Phase 2; 4, 5 and 6 Sanders Street, Nashua, New Hampshire, Tax Map 39 Lot 32 and Map 40 Lot 37,” prepared for: Renaissance at Nashua, LLC, Record Owner: City of Nashua, dated January 11, 2021, prepared by McFarland Johnson, and recorded at the Hillsborough County Registry of Deeds as Plan No. \_\_\_\_\_ (the “Easement Plan”); see also plans entitled “Site Plans for Bridge Street Development Phase 2; 4, 5 and 6 Sanders Street, Nashua, New Hampshire, Tax Map 39 Lot 32 and Map 40 Lot 37,” prepared For: Renaissance at Nashua, LLC; Record Owner: City of Nashua, dated January 11, 2021, prepared by McFarland Johnson, and on file with the City of Nashua, New Hampshire as NR \_\_\_\_\_ (the “Site Plans”). Collectively, the Easement Plan and the Site Plans are referred to herein as the “Plans”; and

WHEREAS, Grantee intends to commence building the Residences at Riverfront Landing Phase II project in accordance with the Plans; and

WHEREAS, Grantee desires to enter upon Sanders Street (“Easement Area”) to improve and use Sanders Street as shown on the Plans, and

WHEREAS, Grantee has requested, and Grantor has agreed to grant this Temporary Construction Easement and Use Easement Agreement on the terms and conditions below.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantee (a) temporary nonexclusive rights, privileges, and easements for temporary construction in, over, across and upon the Easement Area for the purpose of installing the roadway improvements according to the Plans (the "Temporary Construction Easements"); and (b) permanent, nonexclusive rights, privileges, and easements for the use in, over, across and upon the Easement Area for the purposes as shown on the Plans ("Use Easement"). Grantor reserves the right to make any use of the Easement Area not inconsistent with this grant.

2. Use. Grantee shall have full and free use of the Easement Area for the purposes stated herein and shall have all rights and privileges reasonably necessary to the enjoyment and exercise of such rights, including the right of reasonable access to and from the Easement Area.

3. Permits and Maintenance. Grantee shall obtain and maintain all permits and/or licenses required for the use by it of the Easement Area.

4. Indemnification. To the extent permitted by law, the Grantee agrees to protect, indemnify, defend, and save Grantor harmless from and against all claims, demands, losses, liabilities, and causes of action of every kind and character in any way resulting from the acts or omissions of the Grantee, the Grantee's agent, employees, representatives, or contractors. If such property damage, personal injury or loss results from the joint negligence or willful misconduct of Grantor and Grantee, Grantee's duty of indemnification shall be in proportion to its allocable share of such joint negligence or willful misconduct.

5. No Warranty of Title. The Temporary Construction Easements and Use Easement are made by Grantor and accepted by the Grantee without warranty of title by Grantor, either express or implied.

6. No Trespass or Inverse Condemnation. The Temporary Construction Easements and Use Easement granted hereunder shall not be deemed a trespass or inverse condemnation of the Property and will not impair Grantor's right to make claim against the Grantee for damages sustained or arising out of the use of the Temporary Construction Easements or Use Easement, if any, in accordance with the terms contained herein.

7. Assignment. This Agreement will not be assignable by the Grantee in whole or in part without the written consent of Grantor. Provided however, it is agreed and acknowledged that the Grantee and its agents, employees, contractors and other users will use the Temporary Construction Easements and Use Easement for the purposes set forth herein and such use shall not be deemed an assignment of Grantee's rights hereunder.

8. Required Notice To Enter Property. Grantee shall provide notice to Grantor prior to commencement of construction. Notice may be given by personal delivery, nationally recognized overnight express mail or deposited in the mail, registered or certified, postage and charges prepaid, and address to the party for whom intended at the address specified below, or at such other address as such party may have substituted therefore by notice in the manner set forth above.

If to Grantor:

City of Nashua  
Attention: Lisa Fauteux  
229 Main Street  
Nashua, NH 03060  
Email: FauteuxL@nashuanh.gov

With a copy to:

Office of Corporate Counsel  
Celia K. Leonard, Esq.  
229 Main Street  
Nashua, NH 03060  
Email: leonardc@nashuanh.gov

If to Grantee:

SMC Residences at Riverfront Landing Phase II Limited Partnership  
Attention: Robert Simonds, Director-Capital Projects  
100 Galen Street, Suite 301  
Watertown, MA 02472  
Email: rcs@smcmgtco.com

With a copy to:

Martin J. Baroff, Esq.  
Baroff & Craven, PA  
740 Chestnut Street  
Manchester, NH 03104  
Email: mbaroff@bclawnh.com

9. Authority. Each party represents and warrants to the other that it is duly authorized to execute this Agreement.

10. Binding Agreement. This Agreement will be binding upon and inure to the benefit of all parties' successors and assigns in title.

11. Counterparts. This Agreement may be executed in as many counterparts as may be required by the parties. It shall not be necessary that the signatures on behalf of the parties hereto appear on each counterpart hereof, and it shall be sufficient that the signatures on behalf of the parties hereto appear on one or more such counterparts. All counterparts shall collectively constitute a single agreement.

12. Termination. The Temporary Construction Easements and the rights granted thereby shall terminate and be of no further force or effect upon the Grantee's completion of the Sanders Street improvements as shown on the Plans.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

GRANTOR:  
City of Nashua

\_\_\_\_\_  
James W. Donchess, Mayor  
Duly Authorized

GRANTEE:  
SMC Residences at Riverfront Landing  
Phase II Limited Partnership  
By: Sentry Management Holding, LLC  
General Partner

By: \_\_\_\_\_  
Stephen M. Chapman, Managing Member  
Duly Authorized

STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, personally appeared, before me, James W. Donchess, Mayor of the City of Nashua, personally known to me (or satisfactorily proven) to be the individual whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

\_\_\_\_\_  
Notary Public  
Commission Expires:

COMMONWEALTH/STATE OF  
COUNTY OF

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, personally appeared, before me, Stephen M. Chapman, personally known to me (or satisfactorily proven) to be the individual whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained on behalf of Sentry Management Holding, LLC, General Partner of SMC Residences at Riverfront Landing Phase II Limited Partnership.

\_\_\_\_\_  
Notary Public  
Commission Expires:





**LEGISLATIVE YEAR 2021**

**RESOLUTION:**

**R-21-139**

**PURPOSE:**

**Authorizing the Bus Pull Off and Shelter Easement on Bridge Street and Temporary Construction Easement and Use Easement Agreement on Sanders Street**

**ENDORSERS:**

**Alderman Jan Schmidt**

**COMMITTEE  
ASSIGNMENT:**

**Committee on Infrastructure  
Nashua Planning Board**

**FISCAL NOTE:**

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**ANALYSIS**

This resolution authorizes the Bus Pull Off and Shelter Easement on Bridge Street and Temporary Construction Easement and Use Easement Agreement at Sanders Street.

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

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**Approved as to form:**

**Office of Corporation Counsel**

By:  \_\_\_\_\_

Date: May 5, 2021





## ORDINANCE

### ESTABLISHING A HANDICAPPED PARKING SPACE IN FRONT OF 3 CROWN STREET

### *CITY OF NASHUA*

*In the Year Two Thousand and Twenty-One*

*The City of Nashua ordains* that Part II “General Legislation”, Chapter 320 “Vehicles and Traffic”, Article XII “Parking, Stopping and Standing”, Section 320-72 “Handicapped parking” of the Nashua Revised Ordinances, as amended, be hereby further amended by adding the following new underlined language in the appropriate alphabetical order:

**“§ 320-72. Handicapped parking.**

...

A. The following parking spaces are designated as spaces for the handicapped:

Name of Street	Number of Spaces/Type	Location
...		
<u>Crown Street</u>	<u>1/parallel</u>	<u>South side of Crown Street in front of 3 Crown Street</u>

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

This ordinance shall become effective at the time of removal and/or installation of the necessary sign(s) and/or device(s).

**LEGISLATIVE YEAR 2021**

**ORDINANCE:** O-21-062

**PURPOSE:** Establishing a handicapped parking space in front of 3 Crown Street

**ENDORSER(S):** Alderman June Caron

**COMMITTEE ASSIGNMENT:** Committee on Infrastructure

**FISCAL NOTE:** Materials, Labor and Vehicle Overhead: \$146.00

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**ANALYSIS**

This legislation establishes one handicapped parking space in front of 3 Crown Street.

Pursuant to NRO §320-72, the handicapped parking space will need to be measured and properly marked.

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

By: Monique Clarke

Date: 5 May 2021



## ORDINANCE

ESTABLISHING A NO PARKING ZONE ON THE SOUTH SIDE OF NEWTON DRIVE

### *CITY OF NASHUA*

*In the Year Two Thousand and Twenty-One*

*The City of Nashua ordains* that Part II “General Legislation”, Chapter 320 “Vehicles and Traffic”, Article XII “Parking, Stopping and Standing”, Section 320-62 “No parking between signs where indicated” of the Nashua Revised Ordinances, as amended, be hereby further amended by adding the following new underlined language in alphabetical order:

**“§ 320-62. No parking between signs where indicated.**

...

B. The following shall be “No Parking Between Signs” areas:

Name of Street	Side	Location
...		
<u>Newton Drive</u>	<u>South</u>	<u>Beginning at a point 235 feet east of Coliseum Avenue extending easterly 20 feet”</u>

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

This ordinance shall become effective at the time of removal and/or installation of the necessary sign(s) and/or device(s).

**LEGISLATIVE YEAR 2021**

**ORDINANCE:** O-21-063

**PURPOSE:** Establishing a no parking zone on the south side of Newton Drive

**ENDORSER(S):** Alderman Jan Schmidt

**COMMITTEE ASSIGNMENT:** Committee on Infrastructure

**FISCAL NOTE:** Materials, Labor and Vehicle Overhead: \$292.00

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**ANALYSIS**

This legislation prohibits parking in front of the sewerage pump station building on the south side of Newton Drive.

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

By: Dorothy Clarke

Date: 5 May 2021