

Meeting is being conducted remotely in accordance with Governor's Emergency Order #12 pursuant to Executive Order 2020-04

To join by Zoom meeting: <https://us02web.zoom.us/j/85494245358?pwd=cU42NUJhd2JVZ3EvOEEd1Y3pTV3RjUT09>
 Meeting ID: 854 9424 5358
 Password: 091623

To join by Zoom telephone: 1-929-205-6099
 Meeting ID: 854 9424 5358
 Password: 091623

If anybody has a problem accessing the meeting or Channel 16, please call 603-821-2049 and they will help you connect.

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.....	06/09/2020
Special Board of Aldermen.....	06/10/2020
Special Board of Aldermen.....	06/16/2020

9. COMMUNICATIONS REQUIRING ONLY PROCEDURAL ACTIONS AND WRITTEN REPORTS FROM LIAISONS

From: John L. Griffin, Chief Financial Officer/Comptroller
 Re: NHRS Lower Assumed Rate of Return from 7.25 to 6.75 Percent

From: Kim Kleiner, Director of Administrative Services
 Re: Health Insurance Fund and FY21 Health Insurance Enrollment by Union

From: Donna Graham, Legislative Affairs Manager
 Re: Communications Received from the Public

From: John L. Griffin, Chief Financial Officer/Comptroller
 Re: 7.03% Tax Rate Increase Projected for FY2022

From: Jim Donchess, Mayor
 Re: Coronavirus Disease COVID-19

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

9(b). COMMUNICATIONS REQUIRING FINAL APPROVAL

From: Tim Cummings, Economic Development Director
Re: Communication – Approval & Place on File A Contract for Great American Downtown to assist with implementation of the Nashua Downtown Riverfront Project

From: Jim Donchess, Mayor
Re: Temporary Policy on Emergency Leave due to Coronavirus (COVID-19) – July 6, 2020

PETITIONS - None

NOMINATIONS, APPOINTMENTS AND ELECTIONS - None

10. REPORTS OF COMMITTEE

Human Affairs Committee.....	06/08/2020
Budget Review Committee.....	06/10/2020
Pennichuck Special Water Committee.....	06/15/2020
Planning & Economic Development Committee.....	06/16/2020
Finance Committee.....	06/17/2020

11. CONFIRMATION OF MAYOR'S APPOINTMENTS - None

UNFINISHED BUSINESS – RESOLUTIONS

R-20-023, Amended

Endorsers: Mayor Jim Donchess

RELATIVE TO THE ADOPTION OF THE FISCAL YEAR 2021 PROPOSED BUDGET FOR THE CITY OF NASHUA GENERAL, ENTERPRISE, AND SPECIAL REVENUE FUNDS

- Budget Review Committee Recommends: Final Passage as amended

R-20-026, Amended

Endorsers: Mayor Jim Donchess
 Alderman-at-Large Michael B. O'Brien, Sr.
 Alderwoman Linda Harriott-Gathright
 Alderman Patricia Klee
 Alderwoman-at-Large Shoshanna Kelly
 Alderman Jan Schmidt
 Alderman Richard A. Dowd
 Alderman-at-Large Lori Wilshire

ADOPTING THE 2020 CONSOLIDATED PLAN AND AUTHORIZING THE MAYOR TO APPLY FOR AND EXPEND THE COMMUNITY DEVELOPMENT BLOCK GRANT (“CDBG”) AND HOME INVESTMENT PARTNERSHIP PROGRAM FUNDS FOR FISCAL YEAR 2021

- Human Affairs Committee Recommends: Final Passage as amended

R-20-039

Endorser: Alderman-at-Large Lori Wilshire
 Alderman-at-Large Michael B. O'Brien, Sr.
 Alderman-at-Large David C. Tencza
 Alderman Richard A. Dowd

AUTHORIZING PENNICHUCK CORPORATION AND PENNICHUCK WATER WORKS, INC. TO ISSUE TAXABLE BONDS OF UP TO \$75,000,000

- Pennichuck Special Water Committee Recommends: Final Passage

R-20-040

Endorsers: Mayor Jim Donchess
Alderman Linda Harriott-Gathright
Alderman-at-Large David C. Tencza
Alderman-at-Large Michael B. O'Brien, Sr.
Alderman Richard A. Dowd
Alderman Jan Schmidt

AUTHORIZING THE MAYOR AND CITY TREASURER TO BORROW FROM THE NEW HAMPSHIRE DEPARTMENT OF ENVIRONMENTAL SERVICES STATE REVOLVING LOAN FUND AN ADDITIONAL AMOUNT NOT TO EXCEED TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (\$2,500,000) FOR PUMP STATION UPGRADES

- Budget Review Committee Recommends: Final Passage

R-20-041

Endorsers: Alderman-at-Large David C. Tencza
Alderman-at-Large Ben Clemons
Alderman Skip Cleaver
Alderman Linda Harriott-Gathright

APPROVING THE COST ITEMS OF A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE MAYOR AND THE BOARD OF FIRE COMMISSIONERS OF THE CITY OF NASHUA, NEW HAMPSHIRE AND LOCAL #789, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS FROM JULY 1, 2019 THROUGH JUNE 30, 2023 AND AUTHORIZING A RELATED TRANSFER AND SUPPLEMENTAL APPROPRIATION

- Budget Review Committee Recommends: Negative Recommendation

R-20-043

Endorsers: Alderman-at-Large Lori Wilshire
Alderman-at-Large Michael B. O'Brien, Sr.
Alderman Richard A. Dowd
Alderman Patricia Klee
Alderman-at-Large David C. Tencza
Alderman Linda Harriott-Gathright
Alderman Thomas Lopez
Alderman Brandon Michael Laws

AUTHORIZING PENNICHUCK CORPORATION AND PENNICHUCK EAST UTILITY, INC. TO ENTER INTO A TERM LOAN AND RENEW A FIXED ASSET LINE OF CREDIT WITH COBANK, ACB

- Pennichuck Special Water Committee Recommends: Final Passage

UNFINISHED BUSINESS – ORDINANCES

O-20-017

Endorsers: Alderwoman-at-Large Shoshanna Kelly
AUTHORIZING FREE PARKING AT METERS AND PAY STATION SPACES THROUGH NOVEMBER 15, 2020
(tabled at BOA May 21, 2020 mtg)

NEW BUSINESS – RESOLUTIONS

NEW BUSINESS – ORDINANCES

PERIOD FOR GENERAL PUBLIC COMMENT

REMARKS BY THE MEMBERS OF THE BOARD OF ALDERMEN

Committee announcements:

ADJOURNMENT



THE CITY OF NASHUA

Financial Services Division

Office of the Chief Financial Officer

"7

TO: President Lori Wilshire
Members of the Board of Aldermen

CC: Mayor Jim Donchess

FROM:  John L. Griffin, Chief Financial Officer/Comptroller

DATE: June 10, 2020

RE: NHRS Lower Assumed Rate of Return from 7.25 to 6.75 Percent

The purpose of this communication is to advise the Board of Aldermen that the amounts paid to the New Hampshire Retirement System (NHRS) could increase by at least \$3.0 million in FY2022. This increase could be more as there are many variables associated in the calculation of the NHRS municipal employer rates. From an historical perspective, when NHRS reduced the assumed rate of return from 7.75 to 7.25 percent (a 6.5% reduction) in May 2016, the City's FY2018 general fund pension budget increased by \$2.3 million.

Yesterday, June 9, 2020, the Board of Trustees of the New Hampshire Retirement System voted to reduce the retirement system's investment assumption, lowering the assumed rate of return from 7.25 to 6.75 percent (a 6.9% reduction). In the attached communication, the NHRS noted:

"Overall, the changes to actuarial assumptions approved this year are expected to increase the 2022-23 employer contribution rates."

For Immediate Release: June 9, 2020

Contact: Marty Karlon, Public Information Officer, (603) 410-3594; public_relations@nhrs.org

NHRS Trustees Reduce Assumed Rate of Return

Rate change is part of several adjustments to actuarial assumptions

CONCORD, NH – The Board of Trustees of the New Hampshire Retirement System (NHRS, the retirement system) voted June 9, 2020, to adopt revised actuarial assumptions based on the results of a four-year experience study conducted by its consulting actuary. In an accompanying vote, the Board voted to reduce the retirement system's investment assumption, lowering the assumed rate of return from 7.25 percent to 6.75 percent.

The new assumptions, which better reflect the retirement system's actual and anticipated experience, will be used in the actuarial valuation for the fiscal year ending June 30, 2019. By statute, this valuation will be used by the Board in September to determine employer contribution rates for fiscal years 2022 and 2023. Overall, the changes to actuarial assumptions approved this year are expected to increase in 2022-23 employer contribution rates.

"The Trustees have a legal obligation as fiduciaries to adopt actuarially reasonable assumptions, including the assumed rate of return. The decision to adopt these assumptions is consistent with the Board's duty to act in the best interests of the retirement system's members and beneficiaries," said NHRS Executive Director George P. Lagos. "In taking this action, the Board is responding responsibly to capital market projections, anticipated continued low, long-term interest rates, and other economic and demographic data points that are key to projecting the pension system's liabilities."

The Board's decision to conduct an experience study, which was recommended by GRS Consulting (GRS), the retirement system's independent actuary, was made in December 2019. Lagos noted that "This study is based upon actuarial experience for the period July 1, 2015, to June 30, 2019, and does not take into consideration any market volatility or potential economic impact related to the coronavirus (COVID-19) pandemic."

Actuaries conduct experience studies on a regular basis to assess the extent to which their assumptions reflect plan experience. New Hampshire law requires the retirement system's actuary to conduct an experience study at least once every five years.

GRS calculates NHRS' funded ratio, unfunded actuarial accrued liability (UAAL), and employer contribution rates based on assumptions about many future events, such as the age when members will retire, their rate of salary growth, how long they will live after retirement, and how much the plan's investments will earn. These assumptions are based on detailed statistical models in accordance with national Actuarial Standards of Practice. However, they are not facts; no one can predict future events. When the assumptions don't match the actual experience, there can be an actuarial gain or loss. Put simply, gains reduce employer contribution rates, losses increase employer contribution rates.

The New Hampshire Constitution (Part I, Article 36-a) requires NHRS Trustees to set actuarially sound employer

contribution rates and requires employers to annually pay those rates in full. Employer rates are calculated every two years to reflect the cost of benefits as they accrue as well as pay down existing unfunded liabilities. The retirement system's unfunded liability is the difference between current assets and the value of benefits already accrued. This unfunded liability – most of which is being paid off through 2039 – accounts for more than two-thirds of current employer rates. Any increase in liabilities resulting from revisions to actuarial assumptions included in the FY 2019 actuarial valuation will be amortized over a 20-year period ending in 2041.

Of all the assumptions used to estimate the cost of a public pension plan, none has a larger effect on the plan's employer contribution rates than the investment return assumption. This is because, over time, earnings from investments account for a majority of the retirement system's revenues.

In considering the assumed rate of return, NHRS Trustees heard capital market presentations from several independent, expert sources, including NEPC, the retirement system's investment consultant. GRS, in its role as consulting actuary, opined that an assumed rate of return within the range of 6.25 percent to 7.0 percent would be considered as actuarially reasonable.

The last time the assumed rate of return was changed was May 2016, when it was reduced from 7.75 percent to 7.25 percent.

According to February 2020 data compiled by the National Association of State Retirement Administrators (NASRA) in its review of the nation's largest public pension funds, the average assumed rate of return as of February 2020 was 7.22 percent. Among the 130 plans measured, 91, or 70 percent, have reduced their assumed rate of return since fiscal year 2017. At that time, 15 public pension plans had an assumed rate of return of 6.75 percent or lower.

The 6.75 percent rate represents what NHRS Trustees believe the plan can realistically earn from its investments on an annual basis, when averaged over the long-term. In any given year, investment returns are likely to be higher or lower than the long-term assumed rate.

About NHRS

NHRS provides retirement, disability, and death benefits to its eligible members and their beneficiaries. The State of New Hampshire and nearly 470 local government employers participate in NHRS for their employees, teachers, firefighters, and police officers. NHRS has approximately 48,000 active members and 39,000 benefit recipients. NHRS administers a defined benefit plan qualified as a tax-exempt entity under sections 401(a) and 501(a) of the Internal Revenue Code.

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City of Nashua
Administrative Services Division
229 Main Street - Nashua, NH 03060

Phone (603) 589-3260

June 9, 2020

To: Mayor Jim Donchess
Members of the Board of Aldermen

From: Kim Kleiner, Director of Administrative Services

Re: Health Insurance Fund

The following information on the benefits self-insurance fund is provided in response to a request from the Budget committee on June 2, 2020.

Workplace Benefit Solutions (WBS) estimates the self-insurance benefit fund balance to be \$8,934,229 at fiscal year-end.

Balance as of 6/6/20 (Exhibit 1)	\$ 14,034,229
Estimated Addtl Claims	(\$2,100,000)
Annual Budget True-up for participant shifts	(\$2,000,000)
Loss Ratio (due to employees for realized savings)	<u>(\$1,000,000)</u>
	\$ 8,934,229

We recommend, in consultation with WBS, to maintain a fund balance of \$8,934,229. The estimated year-end balance of \$8,934,229 reduced by the FY20 costs of 2.5M, to be realized in FY21, would leave the fund at \$6,434,229. Three factors to consider when projecting health care costs for FY21 include:

1. FY21 Claims will be higher due to rescheduled and delayed procedures due to the COVID19 pandemic. Projections show costs for FY20 will be realized in FY21 (see exhibit 2).
2. Cost of medical care continues to increase. Industry trend projects a 9% increase each year.
3. Only one of the city's 18 employee groups, the unaffiliated employees, has accepted health care plan redesign to date.

We believe the FY21 benefits budget of 36.5M can be reduced by \$348,334. The city expects a savings of \$348,334 which represents the employer savings due to the shift of participation in the high deductible health plan of \$297,334 and a reduction of \$51,000 in administrative fees.

The open enrollment process for FY21, July 1, 2020 - June 30, 2021, resulted in the following shift in plan participation:

	<u>FY20</u>	<u>FY21</u>	<u>Change</u>
HMO (Traditional Plan)	1,371	1,281	(90)
HMO (Plan redesign – Unaffiliated)	59	28	(31)

The participant shifts will result in a reduction of \$74,331 in employee cost, and \$297,334 in employer cost (see Exhibit 3).

The city has also entered into a new program offered by Anthem which provides additional auditing of claims to prevent waste, fraud and abuse. Enrolling in the new program resulted in the city saving an additional \$2 PEPM (per employee per month) on our administrative fee effective July 1, estimated to save approximately \$51,000 for the FY21 plan year. Anthem will retain 25% of the savings achieved by the program and estimates the city will have a net savings of \$300,000 to \$350,000. We will evaluate the effectiveness of the new program at the end of FY21 and budget any realized savings into FY22.

We would like to note the increase realized in Stop Loss reimbursements. To date, we have realized \$1,221,663 in reimbursements for FY20 compared to a total of \$730,952 in FY19. The city received one bid for renewal of this policy for FY21, which resulted in an increase premium cost of \$150,000 annually.

FY2020

Revenue:	Jul-19		Aug-19		Sep-19		Oct-19		Nov-19		Dec-19	
	Balance	Monthly Chgs.	Ending Balance	Monthly Chgs.	Ending Balance	Monthly Chgs.	Ending Balance	Monthly Chgs.	Ending Balance	Monthly Chgs.	Ending Balance	
Stop Loss Revenue	\$ 38,721.53	\$ 34,862.11	\$ 73,583.64	\$ -	\$ 73,583.64	\$ -	\$ 73,583.64	\$ 357,913.58	\$ 431,497.22	\$ 87,980.76	\$ 519,477.98	
Drug Rebates	\$ -	\$ 20.00	\$ 20.00	\$ -	\$ 20.00	\$ -	\$ 20.00	\$ 38,955.26	\$ 38,975.26	\$ 210,651.97	\$ 249,627.23	
Trf From General Fund (Leg)	\$ 2,000,000.00	\$ -	\$ 2,000,000.00	\$ -	\$ 2,000,000.00	\$ -	\$ 2,000,000.00	\$ -	\$ 2,000,000.00	\$ 900,000.00	\$ 2,900,000.00	
Expenses:												
Stop Loss Expense	\$ 73,816.89	\$ 73,713.36	\$ 147,530.25	\$ 73,885.91	\$ 221,416.16	\$ 73,678.85	\$ 295,095.01	\$ 73,713.36	\$ 368,808.37	\$ 73,851.40	\$ 442,659.77	
Claims Administration	\$ 97,299.79	\$ 123,763.92	\$ 221,063.71	\$ 146,209.38	\$ 367,273.09	\$ 96,886.30	\$ 464,159.39	\$ 121,494.33	\$ 585,653.72	\$ 121,705.65	\$ 707,359.37	
Claims Health	\$ 4,043,902.72	\$ 3,243,931.30	\$ 7,287,834.02	\$ 2,810,659.17	\$ 10,098,493.19	\$ 3,739,825.48	\$ 13,838,318.67	\$ 3,125,759.94	\$ 16,964,078.61	\$ 2,812,236.14	\$ 19,776,314.75	
Dental Claims	\$ 238,953.75	\$ 499,375.37	\$ 738,329.12	\$ 373,610.14	\$ 1,111,939.26	\$ 226,071.84	\$ 1,338,011.10	\$ 372,388.01	\$ 1,710,399.11	\$ 319,511.20	\$ 2,025,910.31	
Fund Balance:	\$ 6,128,139.63		\$ 6,140,459.46		\$ 6,564,983.52		\$ 6,682,241.52		\$ 7,248,348.18		\$ 9,031,949.50	
Change in Fund:			\$ 12,319.83		\$ 424,524.06		\$ 117,258.00		\$ 566,106.66		\$ 1,783,601.32	

FY2020

Revenue:	Jan-20		Feb-20		Mar-20		Apr-20		May-20		June-20 thru 6/6	
	Monthly Chgs.	Ending Balance	Monthly Chgs.	Ending Balance	Monthly Chgs.	Ending Balance	Monthly Chgs.	Ending Balance	Monthly Chgs.	Ending Balance	Monthly Chgs.	Ending Balance
Stop Loss Revenue	\$ 31,421.97	\$ 550,899.95	\$ 104,258.75	\$ 655,158.70	\$ 74,229.89	\$ 729,388.59	\$ 434,354.43	\$ 1,163,743.02	\$ 99,406.65	\$ 1,263,149.67	\$ 28,514.26	\$ 1,291,663.93
Drug Rebates	\$ -	\$ 249,627.23	\$ 177,868.86	\$ 427,496.09	\$ -	\$ 427,496.09	\$ -	\$ 427,496.09	\$ -	\$ 427,496.09	\$ -	\$ 427,496.09
Trf From General Fund (Leg)	\$ -	\$ 2,900,000.00	\$ -	\$ 2,900,000.00	\$ -	\$ 2,900,000.00	\$ -	\$ 2,900,000.00	\$ -	\$ 2,900,000.00	\$ -	\$ 2,900,000.00
Expense:												
Stop Loss Expense	\$ 74,092.97	\$ 516,752.74	\$ 74,679.64	\$ 591,432.38	\$ 74,127.48	\$ 665,559.86	\$ 74,127.48	\$ 739,687.34	\$ 74,196.50	\$ 813,883.84	\$ -	\$ 813,883.84
Claims Administration	\$ 122,097.81	\$ 829,457.18	\$ 122,973.57	\$ 952,430.75	\$ 147,190.09	\$ 1,099,620.84	\$ 97,476.24	\$ 1,197,097.08	\$ 122,360.60	\$ 1,319,457.68	\$ 24,875.55	\$ 1,344,333.23
Claims Health	\$ 3,739,828.08	\$ 23,516,142.83	\$ 3,068,610.38	\$ 26,584,753.21	\$ 3,840,117.05	\$ 30,424,870.26	\$ 2,757,110.67	\$ 33,181,980.93	\$ 2,469,523.59	\$ 35,651,504.52	\$ 502,704.77	\$ 36,154,209.29
Dental Claims	\$ 270,035.31	\$ 2,295,945.62	\$ 259,125.95	\$ 2,555,071.57	\$ 291,274.01	\$ 2,846,345.58	\$ 28,833.04	\$ 2,875,178.62	\$ 60,757.37	\$ 2,935,935.99	\$ 30,858.63	\$ 2,966,794.62
Fund Balance:	\$ 9,860,316.78		\$ 10,475,949.29		\$ 9,972,149.61		\$ 11,743,754.60		\$ 12,859,064.45		\$ 14,034,229.37	
Change in Fund:	\$ 828,367.28		\$ 615,632.51		\$ (503,799.68)		\$ 1,771,604.99		\$ 1,115,309.85		\$ 1,175,164.92	

Exhibit 1

Trends in the Health Fund by Month:

FY2019

<u>Revenue:</u>	<u>Jul-18</u>		<u>Aug-18</u>		<u>Sep-18</u>		<u>Oct-18</u>		<u>Nov-18</u>		<u>Dec-18</u>		
	Balance	Monthly Chgs.	Ending Balance	Monthly Chgs.	Ending Balance	Monthly Chgs.	Ending Balance	Monthly Chgs.	Ending Balance	Monthly Chgs.	Ending Balance	Monthly Chgs.	Ending Balance
Stop Loss Revenue	\$ -	\$ -	\$ -	\$ -	\$ 51,898.53	\$ 51,898.53	\$ -	\$ 51,898.53	\$ -	\$ 51,898.53	\$ -	\$ 51,898.53	
Drug Rebates	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 211,876.01	\$ -	\$ 211,876.01	\$ -	\$ 211,876.01
Trf From General Fund (Leg)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Top Four Expenses:													
Stop Loss Expense	\$ 65,034.99	\$ -	\$ 65,034.99	\$ 67,498.68	\$ 132,533.67	\$ 137,138.21	\$ 269,671.88	\$ 67,379.19	\$ 337,051.07	\$ 67,315.69	\$ 404,366.76	\$ -	\$ -
Claims Administration	\$ 105,341.80	\$ 89,264.02	\$ 194,605.82	\$ 102,152.91	\$ 296,758.73	\$ 101,432.85	\$ 398,191.58	\$ 102,032.04	\$ 500,223.62	\$ 114,162.83	\$ 614,386.45	\$ -	\$ -
Claims Health	\$ 2,756,957.69	\$ 3,943,757.58	\$ 6,700,715.27	\$ 3,240,004.49	\$ 9,940,719.76	\$ 3,586,502.23	\$ 13,527,221.99	\$ 3,208,485.51	\$ 16,735,707.50	\$ 2,761,511.74	\$ 19,497,219.24	\$ -	\$ -
Dental Claims	\$ 316,429.05	\$ 329,633.28	\$ 646,062.33	\$ 317,640.42	\$ 963,702.75	\$ 313,625.71	\$ 1,277,328.46	\$ 335,893.71	\$ 1,613,222.17	\$ 302,339.88	\$ 1,915,562.05	\$ -	\$ -
Fund Balance:	\$ 7,040,140.30		\$ 6,638,660.38		\$ 6,469,865.33		\$ 5,852,706.97		\$ 6,348,119.66		\$ 6,725,758.93		\$ 6,725,758.93
Change in Fund:			\$ (401,479.92)		\$ (168,795.05)		\$ (617,158.36)		\$ 495,412.69		\$ 377,639.27		\$ 377,639.27

FY2019

<u>Revenue:</u>	<u>Jan-19</u>		<u>Feb-19</u>		<u>Mar-19</u>		<u>Apr-19</u>		<u>May-19</u>		<u>Jun-19</u>	
	Monthly Chgs.	Ending Balance										
Stop Loss Revenue	\$ -	\$ 51,898.53	\$ -	\$ 51,898.53	\$ -	\$ 51,898.53	\$ -	\$ 51,898.53	\$ -	\$ 51,898.53	\$ 679,053.57	\$ 730,952.10
Drug Rebates	\$ 32,243.95	\$ 244,119.96	\$ 244,088.13	\$ 488,208.09	\$ -	\$ 488,208.09	\$ -	\$ 488,208.09	\$ 286,069.22	\$ 774,277.31	\$ 284,142.80	\$ 1,058,420.11
Trf From General Fund (Leg)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000.00	\$ 1,000,000.00
Top Four Expenses:												
Stop Loss Expense	\$ 67,495.69	\$ 471,862.45	\$ 67,466.04	\$ 539,328.49	\$ 67,419.02	\$ 606,747.51	\$ 66,952.70	\$ 673,700.21	\$ -	\$ 673,700.21	\$ 134,072.23	\$ 807,772.44
Claims Administration	\$ 89,050.94	\$ 703,437.39	\$ 101,764.70	\$ 805,202.09	\$ 101,989.13	\$ 907,191.22	\$ 125,954.23	\$ 1,033,145.45	\$ 77,576.18	\$ 1,110,721.63	\$ 115,033.55	\$ 1,225,755.18
Claims Health	\$ 3,788,558.37	\$ 23,285,777.61	\$ 3,659,817.92	\$ 26,945,595.53	\$ 3,628,248.47	\$ 30,573,844.00	\$ 3,331,201.82	\$ 33,905,045.82	\$ 4,113,774.98	\$ 38,018,820.80	\$ 3,327,845.38	\$ 41,346,666.18
Dental Claims	\$ 223,323.72	\$ 2,138,885.77	\$ 261,178.64	\$ 2,400,064.41	\$ 361,099.06	\$ 2,761,163.47	\$ 365,708.46	\$ 3,126,871.93	\$ 286,226.95	\$ 3,413,098.88	\$ 305,136.91	\$ 3,718,235.79
Fund Balance:		\$ 7,288,349.62		\$ 6,991,969.39		\$ 6,350,433.58		\$ 6,015,734.45		\$ 5,670,276.02		\$ 5,755,322.07
Change in Fund:		\$ 562,590.69		\$ (296,380.23)		\$ (641,535.81)		\$ (334,699.13)		\$ (345,458.43)		\$ 85,046.05

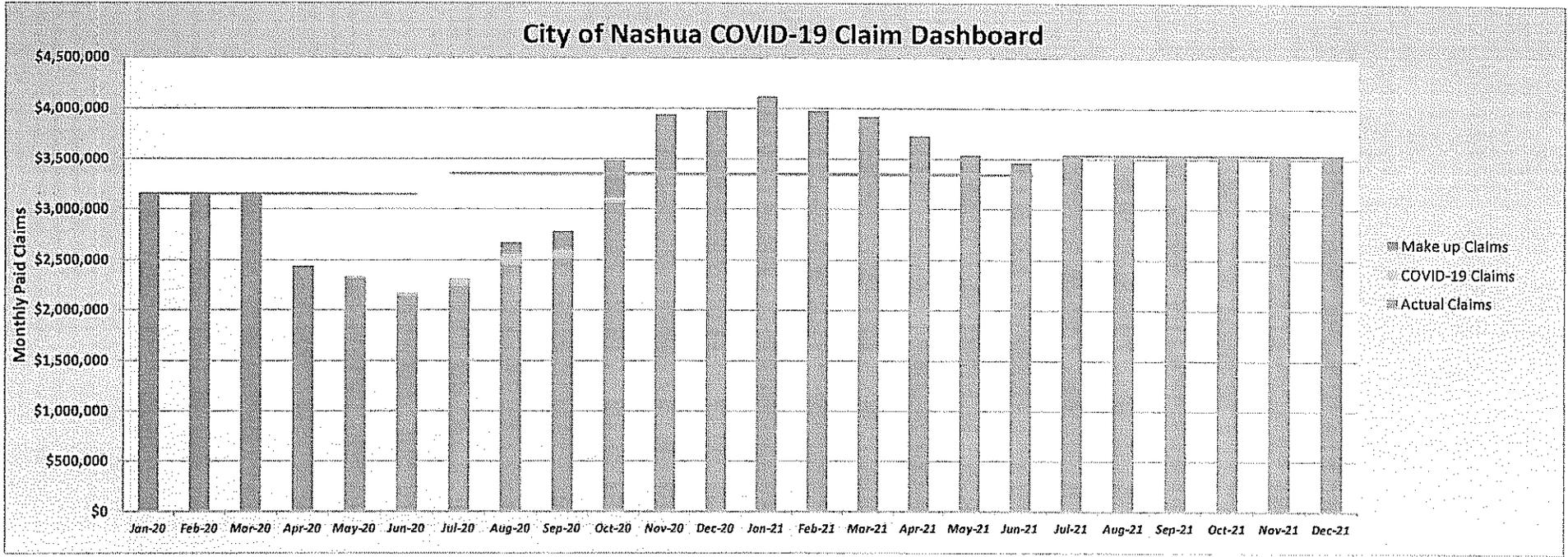
\$ (914,953.95) W/out trf.



City of Nashua - GRAND TOTAL including MERIT, POLPATROL & TEACHERS
Estimated Impact of Enrollment Shift to HSA

06/04/2020

	FY21 Estimated Costs Without Enrollment Shift				FY21 Estimated Costs With Enrollment Shift				FY21 Estimated Savings		
	Prior Enrollment	Employee Contributions	Employer Contributions	Total Cost	Enrollment Eff. 7/1/20	Employee Contributions	Employer Contributions	Total Cost	Employee Changes	Employer Changes	Total
POS											
Single	41	\$335.14	\$782.00	\$1,117.14	41	\$335.14	\$782.00	\$1,117.14			
Two Person	20	\$674.66	\$1,574.21	\$2,248.87	20	\$674.66	\$1,574.21	\$2,248.87			
Family	15	\$903.45	\$2,108.05	\$3,011.50	15	\$903.45	\$2,108.05	\$3,011.50			
	76	\$489,428	\$1,142,003	\$1,631,432	76	\$489,428	\$1,142,003	\$1,631,432	\$0	\$0	\$0
HMO											
Single	479	\$201.63	\$806.54	\$1,008.17	450	\$201.63	\$806.54	\$1,008.17			
Two Person	346	\$406.20	\$1,624.78	\$2,030.98	325	\$406.20	\$1,624.78	\$2,030.98			
Family	546	\$543.11	\$2,172.46	\$2,715.57	506	\$543.11	\$2,172.46	\$2,715.57			
	1,371	\$6,403,968	\$25,616,036	\$32,020,005	1,281	\$5,970,746	\$23,883,135	\$29,853,881	(\$433,222)	(\$1,732,901)	(\$2,166,123)
POS \$1500											
Single	0	\$266.44	\$621.69	\$888.13	0	\$266.44	\$621.69	\$888.13			
Two Person	0	\$536.36	\$1,251.49	\$1,787.85	0	\$536.36	\$1,251.49	\$1,787.85			
Family	0	\$718.24	\$1,675.90	\$2,394.14	0	\$718.24	\$1,675.90	\$2,394.14			
	0	\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0
HMO \$1500											
Single	16	\$160.30	\$641.20	\$801.50	8	\$160.30	\$641.20	\$801.50			
Two Person	18	\$322.93	\$1,291.70	\$1,614.63	7	\$322.93	\$1,291.70	\$1,614.63			
Family	25	\$431.78	\$1,727.10	\$2,158.88	13	\$431.78	\$1,727.10	\$2,158.88			
	59	\$230,064	\$920,248	\$1,150,312	28	\$109,873	\$439,486	\$549,358	(\$120,192)	(\$480,762)	(\$600,954)
HSA											
Single	198	\$169.37	\$677.47	\$846.84	235	\$169.37	\$677.47	\$846.84			
Two Person	130	\$340.24	\$1,360.96	\$1,701.20	162	\$340.24	\$1,360.96	\$1,701.20			
Family	275	\$437.87	\$1,751.48	\$2,189.35	327	\$437.87	\$1,751.48	\$2,189.35			
	603	\$2,378,169	\$9,512,650	\$11,890,819	724	\$2,857,252	\$11,428,979	\$14,286,231	\$479,083	\$1,916,329	\$2,395,412
HDHP											
Single	21	\$143.78	\$575.11	\$718.89	21	\$143.78	\$575.11	\$718.89			
Two Person	4	\$289.65	\$1,158.60	\$1,448.25	4	\$289.65	\$1,158.60	\$1,448.25			
Family	11	\$387.28	\$1,549.12	\$1,936.40	11	\$387.28	\$1,549.12	\$1,936.40			
	36	\$101,257	\$405,024	\$506,281	36	\$101,257	\$405,024	\$506,281	\$0	\$0	\$0
TOTAL	2,145	\$9,602,886	\$37,595,962	\$47,198,848	2,145	\$9,528,555	\$37,298,628	\$46,827,183	(\$71,331)	(\$297,334)	(\$371,665)



Notes:

- Actual claims are those claims we expected to see prior to the outbreak of COVID-19 claims. Claims decrease below the average monthly expected amount due to the short term elimination of non-essential services. We are currently projecting a 25% reduction in normal claims activity.
- COVID-19 claims are those claims we expect to see due to the COVID-19 pandemic and include both testing and treatment. This model assumes an infection rate of 0.37% based on current city-wide data. Since CoN has a large population of first responders, this estimate may be lower than actual. We are estimating the cost per patient at \$20,000.
- Make up claims are those non-essential services that are rescheduled for the future. This model assumes 80% of the deferred services will be rescheduled.
- Prior to COVID-19, expected claims for the second half of Fiscal Year 2020 were \$18,933,102. With the impact of COVID-19, we expect claims to be \$16,413,059. This represents an 13.3% reduction in claims.

June 10, 2020

FY21 Health Insurance Enrollment by Union

<u>City/PD/School</u>	<u>Union</u>	<u>HMO/POS</u>	<u>WAIVED INS.</u>	<u>HDHP</u>	<u>Total Insured</u>	<u>New to HDHP</u>	<u>Employee</u>	<u>% of Insured</u>
						<u>FY21</u>	<u>Grand Total</u>	<u>Employees in HDHP</u>
City	AFSCME DPW	71	12	26	97	3	109	27%
City	Fire	60	9	97	157	4	166	62%
City	Library	20	6	8	28	0	34	29%
City	UAW Clerical- Technical	40	9	25	65	7	74	38%
City	UAW Professional	23	1	15	38	4	39	39%
City	Unaffiliated	25	18	90	115	31	133	78%
City - PD	Police 1st Year	3	4	9	12	1	16	75%
City - PD	Police Animal Control	1	0	0	1	0	1	0%
City - PD	Police Chief Executive	0	0	3	3	1	3	100%
City - PD	Police Communications	4	1	12	16	8	17	75%
City - PD	Police Patrolmen	46	8	59	105	19	113	56%
City - PD	Police Staff (Captains)	0	0	7	7	1	7	100%
City - PD	Police Supervisors	4	1	27	31	5	32	87%
City - PD	Police UFPO	7	0	9	16	4	16	56%
NSD	Administrators & Supervisors	30	12	8	38	0	50	21%
NSD	AFSCME School Custodians	94	14	9	103	2	117	9%
NSD	Clerical	49	17	8	57	0	74	14%
NSD	Food Service	17	48	5	22	0	70	23%
NSD	Paras	114	228	51	165	1	393	31%
NSD	Principals	22	5	12	34	2	39	35%
NSD	Teachers	616	197	202	818	24	1015	25%
NSD	Unaffiliated	24	73	17	41	4	114	41%
Retirees		108	0	69	177	4	177	39%
	Grand Total	1378	663	768	2146	125	2809	36%
	% of total Membership		24%		76%			
	Health Insurance Waived				663			
	Total Eligible Employees				2809			

Board of Aldermen

City of Nashua
229 Main Street
Nashua, NH 03061-2019
(603) 589-3030



MEMORANDUM

TO: Board of Aldermen
FROM: Donna Graham, Legislative Affairs Manager
DATE: June 17, 2020
SUBJ.: Communications Received from the Public

A handwritten signature in blue ink, reading 'Donna Graham', is written over the 'FROM:' line of the memorandum.

Attached please find communications received from the public as follows:

From: Laurie Ortolano
Re: Public Input

From: Dave Villiotti
Re: River Casino/School Street Lot

From: Laurie Ortolano
Re: Charter Change

From: Laurie Ortolano
Re: Complaint

From: Laurie Ortolano
Re: Follow Up Complaint

From: Laura Colquhoun
Re: Public Comment

From: Carole and David Barker
Re: Public Comment

From: Ramesh Reddy
Re: Public Comment

From: Wayne Saya
Re: Masks

Graham, Donna

From: Laurie Ortolano <laurieortolano@gmail.com>
Sent: Thursday, June 04, 2020 5:07 PM
To: Board of Aldermen; Board of Assessors
Cc: Dean Shalhoup; Heather Henline; Gerry, James; Stepp, Lindsey
Subject: Re: Community Input

CAUTION: This email came from outside of the organization. Do not click links/open attachments if source is unknown.

Laurie Ortolano
41 Berkeley St
Nashua, NH 03064

June, 4, 2020

Lori Wilshire,

I would like this email placed as part of the public record in the Board of Aldermen meeting. From this point forward, all my Board of Assessor email concerns are coming back to the Board of Aldermen for public input.

Board of Assessors Public Barricade

Dan,

I am very confused by your email. Here is what I now understand.

The Nashua Board of Assessor is not accepting any form of public input, email or otherwise.

Your board has not voted since the beginning of the pandemic on how input would be accepted.

On April 15, I sent an email to you and asked if your board planned on voting on how to handle input.

I received no response but did get an answer in that no action was taken in a public meeting further indicating that no public input, of any form, would be allowed.

On May 27, 2020 I requested that an email I wrote be placed in community input, but it was not because the Board is not accepting email community input.

In today's meeting, you stated that you believe that the Board of Assessor should follow the lead of the Board of Aldermen when accepting input.

This is where it becomes confusing.

Your two other Board members agreed that the Board of Assessor would operate as the Board of Aldermen does.

At this time, the Board of Aldermen does not accept verbal public input. They accept emails that are put in the agenda for the public to view and they are read into the record by name of the author only.

The Board of Assessors is not willing to do that and appears to accept the advice of Attorney Bolton, City legal. The legal department has advised the board that there is no requirement within the law which requires acknowledgement of an email.

So, the Board of Aldermen have decided to reject legal counsel's advice in that they acknowledge the emails, put the emails on public record and record in the minutes under the name of the writer.

But, the Board of Assessor has no public input, email or otherwise. I really don't understand why I have been batted around on this issue and you could not just directly inform me that no community comment, of any form, would be allowed. So far, in Nashua, you are the only board I have found that will not allow the public any form of public communication with the Board. For an Office that is under scrutiny with the State and the BTLA, and transparency is a priority, it is amazing how you have chosen to barricade yourselves from the public. **It appears to me that the Board of Assessor is not operating like the Board of Aldermen.**

Legal's advice appears to be a general blanket statement. In ordinary times this would be ok. Because in ordinary times, any member of the public could attend a meeting and speak. Now with remote meetings, this is no longer possible. So, asking the board to make concessions to allow the public to provide input, at least by email, recorded as part of the public record and identified in a public meeting would be the very least you can do.

The City of Manchester is allowing public input to be phoned in, stated in person at the chamber microphone or submitted as an email read into the record. Our citizens have none of this.

It is almost unfathomable in 2020 that an Assessing Board, which creates the property values to capture the majority of finances for the City's budget, will not accept any form of public input.

Laurie

On Thu, Jun 4, 2020 at 2:32 PM Hansberry, Daniel <HansberryD@nashuanh.gov> wrote:

Dear Ms. Ortolano,

The legal department has advised the board that there is no requirement within the law which requires acknowledgement of an email. I will follow-up on your request for placement on the agenda regarding the presentation of your abatement.

Regards,

Dan Hansberry

From: Laurie Ortolano [laurieortolano@gmail.com]

Sent: Thursday, June 04, 2020 9:55 AM
To: Hansberry, Daniel
Subject: Community Input

CAUTION: This email came from outside of the organization. Do not click links/open attachments if source is unknown.

Obviously, I am disappointed with your discussion with my email communication for opening public comment. You did not share the content of the letter and your discussion was a disservice to the public that attempts to communicate. Disgusted.

I would like to know why you did not recognize me by name as all other boards do for public emails? Do you have a policy for public input whereby you do not acknowledge the individual email. In a public meeting, the public has the right to know who sent in a communication; it's a public document. This is the way the BTLA listens to the input of the community. Are you trying to prevent outside organizations from knowing who is commenting?

I am filing a formal complaint with the BTLA regarding transparency. Enough is enough and you are not helping the situation.

I would like to request placement on the agenda to address my 2019 abatement when it is presented to the Board.

Thank you.

Laurie

Graham, Donna

From: Dave Villiotti <dvilliotti@nashuachildrenshome.org>
Sent: Friday, June 05, 2020 8:53 AM
To: Graham, Donna
Subject: River Casino/School Street Lot

CAUTION: This email came from outside of the organization. Do not click links/open attachments if source is unknown.

Dear Alderman Graham:

I have become aware that the City of Nashua is considering a plan that would involve the redevelopment of the School Street Parking Lot, with a resulting large apartment building. The building, as I understand, would eliminate both the School Street parking spots and a substantial amount of available parking in the High Street garage. The loss of parking would certainly cause substantial harm to the River Casino & Sports Bar. Thirty-six local charities, including Nashua Children's Home, would be harmed as well.

Nashua Children's Home has participated in charitable gaming with the operators of the River since their entry to New Hampshire 11 years ago and has realized \$100,522 in revenue during that time. I know that the owners have worked diligently to locate their business in Nashua. We were scheduled to be on the River's gaming calendar for ten days this June but will likely miss those days due to the current closure. As you can imagine, we will miss the charitable revenue that the River raises for us on a yearly basis. We are anxious for the River to reopen so that we can reschedule gaming days for this year and hopefully for many years to come.

Nashua Children's Home, founded in 1903, has served as home to the City's most vulnerable and at-risk youth for well over a century. My purpose in writing is to ask you to reconsider locating this residential development in this location, which ultimately will deprive Nashua Children's Home, and 35 other local charities, of much needed financial support.

Regards,

Dave

David Villiotti, Executive Director
Nashua Children's Home
125 Amherst Street
Nashua, NH 03064
(603) 883-3851
dvilliotti@nashuachildrenshome.org

Graham, Donna

From: Laurie Ortolano <laurieortolano@gmail.com>
Sent: Monday, June 08, 2020 9:11 AM
To: Board of Aldermen
Subject: Fwd: Charter Change

CAUTION: This email came from outside of the organization. Do not click links/open attachments if source is unknown.

Kindly submit this for public comment.

Laurie Ortolano
41 Berkeley St.
Nashua, NH 03064

----- Forwarded message -----

From: Laurie Ortolano <laurieortolano@gmail.com>
Date: Sat, May 30, 2020 at 4:24 PM
Subject: Charter Change
To: Lori Wilshire <Lori@nashuachildrenshome.org>
Cc: Board of Aldermen <BOA@nashuanh.gov>

May 28, 2020

To: Board of Aldermen

Re: Change to Charter for Board of Assessor Members

I am request the Board's consideration for a change to the charter to require Board of Assessor members to be residents of the City of Nashua. I am asking for the Board's consideration to discuss this at an upcoming meeting.

If I am reading the Charter correctly, Mayor appointed Board members can reside in another municipality. Below is the language from the City Charter.

42. [City officers appointed; qualifications; compensation] The mayor with consent of the board of aldermen shall appoint a city clerk, a welfare officer, three assessors, a treasurer and collector of taxes who shall be one and the same person, and a city solicitor, each of whom shall serve an indefinite term at the pleasure of the mayor; and such other officers as may be necessary to administer all departments which the board of aldermen shall establish. Said city officers shall receive such compensation as may be set by ordinance. Each assessor shall prior to his appointment have demonstrated knowledge of property appraisal or assessment and of the laws governing the assessment and collection of property taxes. It shall be the duty of the board of assessors to assess all taxable property in the city in accordance with general law and such administrative regulations as may be promulgated pursuant thereto, to maintain a standard system of assessment records, and to perform such other duties as the board of aldermen may prescribe by ordinance. The powers and duties of officers 20 Editor's

note—The board of inspectors of checklist has been replaced by the board of registrars. See § 29 of this charter. 1975, ch 415:13, effective Nov. 4, 1975; Res. R-83-223, effective Jan. 1, 1984. CHARTER AND RELATED LAWS xv November 1, 2018 and heads of departments appointed by the mayor shall be those prescribed by state law, by this charter or by ordinance.

As I read the section of the charter above, it appears that Nashua may, at one point in time, had a full time assessing board. This may be why these position were not required to be city residents.

I believe the city is large enough to support finding Nashua candidates for the 3 member board.

I contacted other municipalities to determine if those with Boards of Assessor permit non-residents. There were no other Boards I could find with the exception of Manchester. Manchester is in a unique situation, in that they have a full time Board. So, the City will hire employees that are non-residents.

Many of New Hampshire's assessing boards are actually the Selectmen and these folks must be registered voters and residents. Other municipalities I checked with were Portsmouth, which does not have a board, Brookline with an elected three member board, and Keene has a part-time 3 member board that are all residents of the City.

Thank you for your consideration.

Laurie Ortolano

Graham, Donna

From: Laurie Ortolano <laurieortolano@gmail.com>
Sent: Monday, June 08, 2020 9:13 AM
To: Board of Aldermen
Subject: Fwd: Disciplinary Action Jan Schmidt

CAUTION: This email came from outside of the organization. Do not click links/open attachments if source is unknown.

Please submit this to Public Comment

Laurie Ortolano
41 Berkeley St
Nashua, NH 03064

----- Forwarded message -----

From: Laurie Ortolano <laurieortolano@gmail.com>
Date: Tue, May 26, 2020 at 4:22 PM
Subject: Disciplinary Action Jan Schmidt
To: Board of Aldermen <BOA@nashuanh.gov>
Cc: <steve.shurtleff@leg.state.nh.us>

May 26, 2020

To: Board of Aldermen

I am requesting that this be accepted as public input and when meeting are open again for the public to speak at the microphone, I will be reading this into the record.

I am writing to this Board to ask for disciplinary action to be taken against Alderwoman Jan Schmidt. Lori Wilshire sent a link to the Aldermen Code of Conduct. I have provided a link to the code below as well as the language for section F.

I am concerned that there is no disciplinary policy for member who fail to abide by the code of conduct. What are the ramifications?

Jan Schmidt has been using social media to post information that I believe that is not available to the general public and appears to be information she might be receiving in non-public sessions. She is clearly choosing to engage in these communications rather than withholding comment. It is her choice to play in the social media arena.

<https://ecode360.com/8728382>

F. Each member is responsible for the behavior of his or her fellow members, since inappropriate behavior which goes unchallenged reflects badly on the entire Board.

In a post on Nashua Scoop last week, May 21, 2020 regarding the PA-71 filed by Cheryl Walley against Greg Turgiss, Alderwoman Schmidt posted a comment about the police warning given to me in September.

She wrote: "Would you like to explain why employees were accosted outside the building? Why some were in tears, feeling frightened? Why you had to be told to leave them alone? You had business inside their offices not outside being aggressive toward them."

I did offer an explanation. I am only aware of a single conversation with Lynn Cameron outside City Hall that took place on September 11, 2019. She was not in tears nor did she look frighten. As a matter of fact, she did not walk or run away from me; she stayed and spoke and answered my question.

It was 11 days later, on September 22, 2019 that the police showed up to issue a verbal warning to have no contact with assessing employees outside of city hall or a restraining order would be issued. I was also warned that if my conduct in City Hall was viewed inappropriate, I could be removed from the building and denied entry for an extended period of time.

If I had been so menacing and emotionally abusive, why did the police wait 11 days to issue the warning? The use of the word "accosted" is interesting and disputable.

I explained on social media, that I had watched Lynn Cameron deal with some pretty difficult people (they were men) who came into the assessing office upset about exemptions. They were verbally and aggressively confronting her. She was accosted by them. She stood up to questioning beautifully and was no shrinking violet.

The information from the police investigation has not been made public yet. I am still waiting for my RTK request to be filled. It has been 8 months since the warning was issued and I have no idea what was said by every employee to warrant the warning given to me.

Have the Aldermen and Jan Schmidt been made privy to the information in that investigation and should she be posting the results on social media when the person accused does not have access to the information and no real means to defend themselves?

So, when Jan Schmidt writes employees were accosted, in tears and frightened. Who is she referring to?

This is not the first time that Alderwoman Schmidt has used social media to address the police warning.

I was sent a post this weekend by a Nashua resident who was on Jan's personal Facebook page. Here is what was written,

"I am trying to have a conversation with a woman who has inflated her self-importance by attacking a city department.

You know that person who has an argument by increasing the load of horseshite by bringing up every single slight she has ever encountered?

Even if each has been resolved, years ago?

And then her friends jump in to tell you that you are shite and have to be removed from office?

Yes, Have a problem with letting people get away with manipulating the facts and manipulating people – I don't know why I bother."

She the writes on her page, "I have to say that 99% of my own constituency is incredible. Thoughtful, caring, part of a community- but there's those few – one called me a Schmidthead today...sigh."

It is not clear, if Aldermen Schmidt is referring to me in this post. But what is clear is that it is incredibly inappropriate to write this way about any citizen who chose to reach out to Jan.

If this post is, in fact, about me, then Jan is doing quite a bit of information manipulation herself. She writes that each of the issues has been resolved years ago. My issues have not been resolved. My appeal and abatement will continue for the next several years, my Right-To-Know lawsuit is scheduled for a 2 day trial in November, and my police investigation data has not been released. We still do not have a Chief of Assessing and no policies have yet to be written to guide the office. The by-laws for the Board of Assessor were started last September and are not publicly available. Public input has been eliminated. Moving forward to replace paper data with digital data has not even been looked at.

Finally, and most disappointing, there is not community involvement in the policy creation or digital data initiative.

If 99% of Jan's constituency is wonderful, I think she should be able to handle the 1% that are difficult. Once again, she doesn't have to use social media to draw attention to this individual. Wouldn't it be best to just ignore this individual?

I am very concerned about Jan Schmidt's conduct and her ability to serve the people of Nashua as an Alderwoman and Representative to the state.

Regard,

Laurie Ortolano

BTW, in the process of drafting this letter, I have been in an email exchange with Ms. Schmidt. I sent the email to her City account and she responded using a private account. I do not think this is appropriate as I am addressing City business. I will forward all the emails.

Graham, Donna

From: Laurie Ortolano <laurieortolano@gmail.com>
Sent: Monday, June 08, 2020 9:14 AM
To: Board of Aldermen
Subject: Fwd: Disciplinary Action Jan Schmidt
Attachments: 20200529 - Lynn Cameron Ortolano warning.pdf; 20200529 - Assessing OfficeOrtolano warning.pdf

CAUTION: This email came from outside of the organization. Do not click links/open attachments if source is unknown.

Please submit these emails to public input

Laurie Ortolano
41 Berkeley St
Nashua, NH 03064

----- Forwarded message -----

From: Laurie Ortolano <laurieortolano@gmail.com>
Date: Mon, Jun 1, 2020 at 2:52 PM
Subject: Re: Disciplinary Action Jan Schmidt
To: Board of Aldermen <BOA@nashuanh.gov>, <steve.shurtleff@leg.state.nh.us>
Cc: Mayor Jim Donchess <nashuamayor@nashuanh.gov>, Bolton, Steve <boltons@nashuanh.gov>

I am following up on my request for disciplinary action against Jan Schmidt. I received the police investigation information on Friday and there we 2 minimal pieces of information regarding the warning. Please see attached.

Aldermen Schmidt's remarks about me accosting **employees** outside City Hall was not accurate. As I suspected, the only individual I spoke with was Lynn Cameron. As far as Aldermen Schmidt's remarks about bring them to tears and frighten them, again that did not happen. The "tears" for Ms. Cameron only came in the police interview with her boss, Louise Brown present. The police did not speak with anyone else who interfaced with me outside of City Hall nor did the document anyone was in tears.

I am disgusted that she uses social media to post these accusations and calls me out on social media to speak to the accusation. I do speak to the accusations with the information I have and as it turns out, I was accurate. Aldermen Schmidt is an elected official and I believe she is deliberating spreading misinformation on social media and in public. Her actions do not represent the harmonious nature of the chamber.

I believe the police warning I received was a complete manipulation and blow out of proportion which has been City Hall's and the Mayor's reaction - an over-reaction. I waited 8 months to get these 2 pieces of paper.

The negative actions of Aldermen Schmidt reflects on the entire chamber. Turning a blind eye to unacceptable behavior and allowing the "bad apples" to go unchecked is unacceptable. We all see what is happening to our police departments nationally as a result of the "few bad apples" who get to keep their jobs and abuse their power. The emotional outcry has been devastating and is brought on by systems protecting those that should have been pushed out years ago.

The abuse of power by political bodies should be called out and corrected.

On Tue, May 26, 2020 at 4:22 PM Laurie Ortolano <laurieortolano@gmail.com> wrote:
May 26, 2020

To: Board of Aldermen

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She the writes on her page, "I have to say that 99% of my own constituency is incredible. Thoughtful, caring, part of a community- but there's those few – one called me a Schmidthead today...sigh."

It is not clear, if Aldermen Schmidt is referring to me in this post. But what is clear is that it is incredibly inappropriate to write this way about any citizen who chose to reach out to Jan.

If this post is, in fact, about me, then Jan is doing quite a bit of information manipulation herself. She writes that each of the issues has been resolved years ago. My issues have not been resolved. My appeal and abatement will continue for the next several years, my Right-To-Know lawsuit is scheduled for a 2 day trial in November, and my police investigation data has not been released. We still do not have a Chief of Assessing and no policies have yet to be written to guide the office. The by-laws for the Board of Assessor were started last September and are not publicly available. Public input has been eliminated. Moving forward to replace paper data with digital data has not even been looked at.

Finally, and most disappointing, there is not community involvement in the policy creation or digital data initiative.

If 99% of Jan's constituency is wonderful, I think she should be able to handle the 1% that are difficult. Once again, she doesn't have to use social media to draw attention to this individual. Wouldn't it be best to just ignore this individual?

I am very concerned about Jan Schmidt's conduct and her ability to serve the people of Nashua as an Alderwoman and Representative to the state.

Regard,

Laurie Ortolano

BTW, in the process of drafting this letter, I have been in an email exchange with Ms. Schmidt. I sent the email to her City account and she responded using a private account. I do not think this is appropriate as I am addressing City business. I will forward all the emails.

2019-09-16 1145HRS CONTACT W/ LYNN CAMERON

Ref: 19-46336-OF

Redactions of DOB pursuant to
91-A:5,IV, confidential information and
disclosure would constitute invasion of privacy

On September 16, 2019 at approximately 1145 hours after meeting with Gary Turgiss (DOB:) in the Nashua Assessing Department, Louise Brown (DOB:) notified me of an incident that had occurred the previous week involving Nashua Assessing Department employee, Lynn Cameron (DOB:) and resident, Laurie Ortolano (DOB:). Upon being told this I met in the conference room within the assessing department with Brown and Cameron.

Cameron informed me that the previous week, possibly on Wednesday, September 11, 2019 she had just left the office and was walking down Elm Street to where her vehicle was parked to get something for lunch. Cameron said that while walking she was approached by Ortolano who confronted her about memos and a meeting both related to the Nashua Assessing Department.

Cameron said that during this contact Ortolano had not assaulted her or threatened her at all. However Cameron explained that the entire interaction with Ortolano made her feel very uncomfortable. Cameron explained that she felt that Ortolano had been waiting outside and had intentionally been attempting to confront her outside of the office.

As Cameron was explaining what had occurred she began to cry. Cameron explained that based on the accusations Ortolano had previously made about the assessing department and how Ortolano twists everything they tell her or attempt to explain to her this interaction made her very uncomfortable and also scared her because she felt that Ortolano had specifically been waiting for her to confront her.

After Cameron explained to me what had occurred and how it made her feel. I explained the protection order process to her and what options she had involving attempting to obtain a protection order. I also informed her that I could speak with Ortolano on her behalf and inform Ortolano that Cameron no longer wanted to have any contact with her outside of her duties within the Assessing Department Office.

Cameron seemed slightly overwhelmed at that time so I informed her that she did not need to make any decisions at that time if she did not want to. I informed her that if she wanted to take some time to think about her options she could let me know at a later time if she wanted any further Police involvement in this incident. Cameron stated that she wanted to think about it and both she and Brown expressed an interest in sharing these options with other members of the assessing department as they were under the impression that they would also possibly not want Ortolano to have any contact with them either outside of the Nashua Assessing Department Office. I informed Brown and Cameron that would not be an issue.

Prior to ending my contact with Cameron and Brown I provided them with my contact information and encouraged them to contact me if they had any other issues or concerns or to have any of their co-workers contact me with any questions they had. Brown and Cameron were then thanked for their time and I ended my contact with them.

DETECTIVE LOMBARDI D16

DA

R

2019-09-22 1634HRS ATTEMPT CONTACT W/ LAURIE ORTOLANO

Ref: 19-46336-OF

Redactions of DOB pursuant to
91-A:5,IV, confidential information and
disclosure would constitute invasion of privacy

On September 22, 2019 at approximately 1634 hours Sergeant Ditullio and I responded to Laurie Ortolano's (DOB:) residence of 41 Berkley Street in an attempt to make contact with Ortolano. I was responding to this address in an attempt to provide Ortolano with a warning that members of the Nashua Assessing Department did not want to have any contact with her outside of their official duties while working within the assessing department.

This stemmed from a previous conversation I had with Lynn Cameron (DOB:) and Louise Brown (DOB:) about Cameron being confronted outside of the Assessing Office by Laurie Ortolano (DOB:). Since my previous conversation with Cameron and Brown everyone within the Nashua Assessing Department, except Cheryl Walley (DOB:) had decided that they wanted me to inform Ortolano that they did not want to have any contact with her outside of the Assessing Department Office.

Upon our arrival I was unable to make contact with Ortolano. Ortolano's husband, Michael Ortolano (DOB:) advised that she had just stepped out but he stated that he would have her contact me when she returned. Mr. Ortolano was thanked for his time and I ended my contact with him.

A call number, 19-63717 was generated for this attempt contact and was later added to this case file for case inclusion.

DETECTIVE LOMBARDI D16

For Date: 09/22/2019 - Sunday

<u>Call Number</u>	<u>Time</u>	<u>Call Reason</u>	<u>Action</u>	<u>Priority</u>	<u>Duplicate</u>
19-63717	1634	Initiated - DELIVER MESSAGE	UNABLE TO Deliver Message		3

Call Taker: LEVDAN - LEVESQUE, DANIELLE
Location/Address: 41 BERKELEY ST
Initiated By: DITCHER - DITULLIO, CHRISTOPHER
Party Entered By: 09/22/2019 1906 LOMFRA - LOMBARDI, FRANK
Involved Party: CRTOLANO, LAURIE A @ 41 BERKELEY ST - NASHUA, NH 03060
SSN: DOB: Race: W Sex: F
ID: DITCHER - DITULLIO, CHRISTOPHER
ID: LOMFRA - LOMBARDI, FRANK
Arvd-16:34:00 Clrd-15:38:50
Arvd-16:35:08 Clrd-15:38:50

Narrative: 09/22/2019 1906 LOMBARDI, FRANK
unable to make contact with Laurie Ortolano at that time. A
message was left with her husband.

Redactions of DOB and social security number
pursuant to
91-A:5,IV, confidential information and
disclosure would constitute invasion of privacy

Graham, Donna

From: Laura Colquhoun <lauracolquhoun2@gmail.com>
Sent: Tuesday, June 09, 2020 8:07 AM
To: Board of Aldermen; Mayor's Office Email
Subject: Public Comment

CAUTION: This email came from outside of the organization. Do not click links/open attachments if source is unknown.

June 9, 2020

Laura Colquhoun
30 Greenwood Dr
Nashua NH 03062
To:

Dear Members,

I have become aware that the Board of Assessor is not allowing public comment of any form, email or verbal. I am requesting that you use your influence and help the Board walk back their position and open up public comment, and at a minimum, accept emails, during this pandemic.

This Office sets the assessment levels for all properties in Nashua and ultimately determines a significant portion of the money generated to support the budget. I ask that you recognize the importance of the public's comments in these meetings.

Please make this part of the public record.

Thank you,

Laura Colquhoun

Graham, Donna

From: Carole A Barker <carolebooks@icloud.com>
Sent: Tuesday, June 09, 2020 9:16 AM
To: Board of Aldermen; Mayor's Office Email
Subject: Public Comment and the Board of Assessors

CAUTION: This email came from outside of the organization. Do not click links/open attachments if source is unknown.

June 9, 2020

Carole and David Barker
43 Raymond Street
Nashua, NH 03064

To: Mayor Donchess and the Board of Aldermen

Dear Members,

We have become aware that the Board of Assessors in Nashua is not allowing public comment of any form, written/emailed or verbal. We are requesting that you use your influence to encourage the Board to walk back their position and open up public comment. At a minimum, especially during this pandemic, they should accept emailed communications.

The Office of Assessors sets the assessment levels for all properties in Nashua and therefore ultimately determines a significant portion of the money generated to support the city's budget. We ask that you recognize the importance of the public's comment in these meetings.

Please make this part of the public record.

Thank you,

Carole and David Barker

Sent from my iPad

Graham, Donna

From: Ramesh Reddy <reddyrame@gmail.com>
Sent: Tuesday, June 09, 2020 9:53 AM
To: Board of Aldermen
Cc: Mayor's Office Email
Subject: Public comment

CAUTION: This email came from outside of the organization. Do not click links/open attachments if source is unknown.

> To: BOA@nashuanh.gov; nashuamayor@Nashuanh.gov

>

> Dear Members,

>

> I have become aware that the Board of Assessor is not allowing public comment of any form, email or verbal. I am request that you use your influence and help the Board walk back their position and open up public comment, and at a minimum, accept emails, during this pandemic.

>

> This Office sets the assessment levels for all properties in Nashua and ultimately determines a significant portion of the money generated to support the budget. I ask that you recognize the importance of the public's comments in these meetings.

>

> Please make this part of the public record.

>

> Thank you,

>

>

> Ramesh Reddy
28 Sims street
Nashua, NH 03063

Graham, Donna

From: wayne@wpsaya.com
Sent: Tuesday, June 09, 2020 4:39 PM
To: Schmidt, Jan
Cc: Tencza, David; Board of Aldermen; Mayor's Office Email
Subject: REPLY: EXEMPTION REQUEST FOR FACE MASK REQUIREMENTS

CAUTION: This email came from outside of the organization. Do not click links/open attachments if source is unknown.

Dear Jan Schmidt:

Since we last communicated (below) I have had no issues within the City of Nashua, until today.

While at the Pheasant Lane Mall, I was refused service at the Blaze Pizza, an establishment I have frequented on many occasions. Blaze manager Dennis Simmons refused to serve me, citing a "law" issued by the City of Nashua, New Hampshire. I had requested that assistance be called upon by the Police.

When I explained my situation to all - where I have had the virus in question, and cannot give (spread) it to anyone and cannot catch it again, I also referenced your email in where you advised: if asked I don't have a mask on, "simply say you have a medical condition".

While in the presence of Mall security, a very professional group of men, they waited patiently, while I looked for your email on my iPhone. I was not successful. I cannot tell you how embarrassing it was for me to stand for a good part of 15-minutes while people looked with curiosity and others with disdain.

I made every attempt to be kind and rational, while attempting to reason with the Manager, but he repeatedly referenced the City of Nashua "law".

Now home, I have located the email from you and will make one more attempt to show both the Mall Security and the Blaze establishment that I possess no danger to myself and others. I have also ordered a copy of my medical records and have made an appointment with Quest Diagnostics to have a test (antibody test) to show I have previously been exposed to COVID19.

The Board of Alderman separately or in concert with His Excellency Mayor sincerely needs to take action to provide individuals such as me with a waiver, or with a reasonable accommodation. The embarrassment I faced was something I do not wish to go through again. I am hopeful you will take such action or provide me with some type of waiver before the end of this week, or unfortunately I will need to seek a remedy as a thirty-year Nashua resident, and which will deeply sadden me as a former paralegal - compelled to file for relief within the Federal District Court in Concord.

I am hoping you, the Board of Alderman, and/or His Excellency the Mayor will help me through this controversy.

Sincerely and Respectfully Submitted,

Wayne P. Saya, Sr
9 A Casco Drive
Nashua, New Hampshire 03062

-----Original Message-----

From: Schmidt, Jan <SchmidtJ@nashuanh.gov>

Sent: Thursday, May 28, 2020 8:14 AM

To: wayne@wpsaya.com

Subject: Re: EXEMPTION REQUEST FOR FACE MASK REQUIREMENTS

Dear Mr. Saya,

My most hearty congratulations on your recovery, I sincerely hope it has been smoother than a few of my friends' some are still wobbly after as much as six weeks with all kinds of side effects.

The ordinance says that if you have a medical reason not to wear a mask, then you are still following requirements. I do know that the community is made to feel a little more secure when they see everyone in a mask and some will abandon locations where people don't. I 100% understand their worries. You did nothing to deserve getting ill, and neither does anyone else.

The science of this thing is still evolving, and there is so much we do not even begin to understand. Immunity from re-infection is a big one. I may have had a mild case at the very beginning of this crisis when you couldn't get tested unless you had traveled, but I will wear my mask - it is just a small thing to make others know I care about the community.

About buildings, because that appears to be a place where most have contracted the virus, someone should- and probably is -be studying transmission, filtration, and optimum spacing indoors.

I hope you stay well, that the lingering aftereffects are not too egregious. Otherwise, if asked why you don't have a mask on, simply say you have a medical condition, but please, consider still wearing the mask to reduce the anxiety and concern of other community members.

Stay we, be safe,
Jan

Jan Schmidt
Ward 1 Alderman
schmidtj@nashuanh.gov<mailto:schmidtj@nashuanh.gov>

On May 28, 2020, at 1:38 AM, wayne@wpsaya.com<mailto:wayne@wpsaya.com> wrote:

CAUTION: This email came from outside of the organization. Do not click links/open attachments if source is unknown.

NASHUA, NEW HAMPSHIRE
Covid-19 Emergency Measure No. 4

REQUEST FOR WAIVER ON FACE MASK REQUIREMENTS

Dear Mayor Donchess and the Nashua Board of Alderman:

On May 20th, 2020, the Nashua Board of Alderman passed a regulation that was not codified into law, entitled: "Relative To Face Coverings".

I have had and recovered from a Coronavirus, known as COVID-19, about six weeks ago. Recently, I tested negative for COVID-19 at the Massachusetts General Hospital, and current medical evidence does not support becoming infected a second time. In addition, the CDC advises there is no medical or scientific evidence that indicates I can infect anyone, where I now contain the antibodies in my system.

I am now semi-retired, but within my previous occupation, I specialized and am considered an expert on buildings and in the health and safety of the inhabitants of buildings, which include the containment of infectious diseases through the operation of a building's systems and the built environment. So as not to bore you with a 45-year old resume', in 2016 my expertise was acknowledged by the 114th Congress of the United States, US Senate—First Session, July 29, 2015, Vol 161, No 121.

Since my COVID-19 recovery, because there is no medical evidence showing that I can contaminate or be contaminated from the COVID-19 virus, I have enjoyed the freedoms of not having to wear any face covering for the past five-plus weeks.

However, there is substantial evidence that buildings and facilities such as supermarkets, large department stores, restaurants, etc., do not provide 100% fresh air, but actually incorporate ventilation systems under the Nashua building code; that requires a return of about 75% of the air back into the occupied space after it has been heated or cooled. Because of this typical engineering design, even within your City Hall, face masks without eye protection is useless, because a person's eye's can receive a bacterium or viral infection particulates just as effective as breathing it in, and these facial areas (eyes, nose, and mouth) can introduce any germs into a person's system.

I have been in a number of these stores and eateries the past few days and I have recognized that a minor number of other patrons too have not worn face-coverings. I believe this confusion may be based upon the City of Nashua's action of non-codifying the new face mask regulation, where there are a number of people like me that frankly cannot benefit from such a regulation or harm anyone from our recovered condition. A confusing situation where no exemption is provided.

I am not blanketly ignoring the City of Nashua FACE MASK REQUIREMENTS for no good reason, and I am not an activist by any stretch. I have not been wearing any face-covering because medical science does not support this requirement in my case, and because of the freedoms I enjoy under both the New Hampshire Constitution as well as the U.S. Constitution. I enjoy living in this "Live Free or Die" State. I also appreciate your concerns for the health and safety of Nashua citizens.

I have been a resident of Nashua for close to thirty-years, raised two children within the Nashua school system, one of which was born at the Southern NH Hospital and later graduated the U.S. Naval Academy, Annapolis in 2017. As you may be aware, I have always tried to provide a good working relationship with your building and fire departments, especially during last year's controversies at the Radisson Hotel off of exit 1. Although my work with the federal government's OSHA had this facility fined with a significant penalty, it was never my intention to harm this establishment. I care deeply for my fellow Nashua neighbors. I just think at the end of the day, Radisson chose profit over the health and safety of their people. All of my career I have been a strong proponent of health and safety, and I hope you believe that.

For the reasons I have explained above, I would like the City of Nashua to provide for me with a mechanism for exemption on the above face mask requirements.

Sincerely &
Respectfully submitted,

Wayne P. Saya, Sr.
9 Casco Drive, Suite A
Nashua, New Hampshire 03062

571-220-3344 mobile

www.linkedin.com/in/waynepsaya<<http://www.linkedin.com/in/waynepsaya>>



THE CITY OF NASHUA

Financial Services Division

Office of the Chief Financial Officer

"7

TO: President Lori Wilshire
Members of the Board of Aldermen

CC: Mayor Jim Donchess

FROM:  John L. Griffin, Chief Financial Officer/Comptroller

DATE: June 18, 2020

RE: **7.03% Tax Rate Increase Projected for FY2022**

The purpose of this communication is to advise the Board of Aldermen that due to the rise in costs and anticipated revenue reductions at the State level, the tax rate percentage increase is projected to be **7.03%** in **FY2022**. Key assumptions driving this projected increase include:

Cost Drivers

\$2.8 million (11%) increase in State-run NHRS Pension System costs

\$2.2 million (6.5%) increase in Health Care costs

\$2.0 million funding for FY2022 CERF purchases (projected "cash" need is \$3.9 million)

\$0.6 million increase in Debt Service costs

\$0.6 million increase in the Solid Waste Appropriation Funded by the General Fund

\$5.3 million (2.75%) increase in General Fund Operating Budget costs

Revenues Changes

\$1.7 million reduction in State Aid in FY2022, which is planned to reduce the FY2021 Tax Rate

\$3.0 million reduction in State Aid in FY2022, which funded one-time expenses in FY2021

Local Revenue will continue to be budgeted conservatively in FY2022

Tax Rate Calculation

\$4.5 million of projected FY2021 Revenue Surplus to reduce the FY2022 Tax Rate

\$20.0 million decrease in the Assessed Value used to calculate the FY2022 Tax Rate.



City of Nashua

Office of the Mayor
229 Main Street Nashua, NH 03060
Phone 603-589-3260

To: Board of Aldermen

From: Jim Donchess, Mayor

Date: June 18, 2020

Subject: Coronavirus Disease COVID-19

To the Honorable Board of Aldermen:

On March 16, the Board of Aldermen approved the City's Temporary Policy on Shutdowns and Emergency Leave due to Coronavirus Disease COVID-19. The Policy paid employees regular wages if they were unable to work due to closure of City buildings, and to employees who should quarantine themselves due to potential exposure to or presence of COVID-19, and to employees who could not make necessary child care arrangements due to effects of the pandemic (such as school closures).

Many city employees worked remotely during this time providing necessary services to our residents with little to no interruption. Essential employees worked normal schedules with proper safety protocols and personal protective equipment.

During the past three months, the City's elected officials and employees, and members of the community, have joined together in a concerted and effective effort to "flatten the curve" of the pandemic in our city.

Beginning Monday July 6, we will begin a thoughtful, phased-in approach to reoccupying City Hall and other administrative buildings that were closed on March 18. Buildings will initially remain closed to the public until engineering modifications and administrative processes are established to maximize the safety of employees and the public. Employees who have been unable to work remotely will return to work; those who have effectively worked remotely should continue to do so. Division Directors will be responsible for making case-by-case determinations. In light of these changes, and coincident with the State of New Hampshire's phased approach to reopening the economy, I request you to approve the following:

1. That the Mayor remains authorized, at such time and for such duration as he deems necessary, to open or close City Hall and other city buildings over which the Board of Aldermen or Mayor exercise jurisdiction to the public, and to continue to institute substitute access to city services as he deems appropriate. Further, the Mayor is authorized to determine which employees will be urged to work from home or resume working onsite.
2. That the accompanying Temporary Policy on Emergency Leave due to Coronavirus (COVID-19) – July 6, 2020 is adopted.

The notable differences between the March 16 and July 6 policies are that:

1. Employees will be required to physically report to work or work remotely, unless they are quarantined “pursuant to a Federal, State, or local government order or advice of a health care provider;”
2. Pursuant to the Families First Coronavirus Response Act (FFCRA), because of a bona fide need to care for an individual subject to quarantine or care for a child whose school or child care provider is closed or unavailable for reasons related to COVID-19. The policy provides for up to 12 weeks of leave for child care at two-thirds the employee’s regular rate of pay.

Thank you for your continued support as we all continue to deal with this emergency in the best interest of our residents and employees.



City of Nashua, New Hampshire

COVID-19 Return to Work Policy

1. POLICY

This policy applies to City of Nashua employees and includes return to work requirements and procedures for employees returning to work amid the COVID-19 pandemic.

As part of resuming business operations, it is the City's goal to introduce a phased approach return, which is based upon the level of disease transmission in the community and readiness to protect the health and safety of employees and citizens.

2. PROCEDURES

An email, including educational material, should be sent to all employees informing them of the COVID-19 Return to Work Policy.

Employees at each City building will be required to arrive through a designated point of entry before starting their assigned work shift. Signage should be posted at all designated entries alerting employees entering the building of the screening process and the requirement of wearing a mask upon entering the building.

Prior to entering, a health screening process will be administered by a designated *Interviewer/Temperature Taker* and overseen by the *Screening Unit Lead*. This process will consist of a series of health questions related to COVID-19 as set forth by the City of Nashua Public Health Department, including a temperature check for each employee.

Any employee who experiences respiratory like illness or COVID-19 related symptoms should stay at home, notify their supervisor and self-monitor. The employee should consult with their health care provider, Telehealth, urgent care or seek testing through one of their public testing options.

Administrative Roles

Screening Unit Lead

- a. Serves as a positive ambassador for health screening initiative.
- b. Ensures compliance with health screening procedures.
- c. Ensures that health screening process and staffing are in place; supports staffing as needed.
- d. Meets with "screened out" employees.
- e. PPE Requirement: Masks



City of Nashua, New Hampshire

COVID-19 Return to Work Policy

Interviewer/Temperature Taker

- a. Responsible for administering questions and taking temperatures of employees.
- b. This would be accomplished via pre-established questions and “no touch” thermometers.
- c. PPE Requirement: Masks

Step by Step Screening Process

Employees will be screened upon entrance into the designated screening area and will be expected to wear a face covering and practice social distancing by remaining 6 feet away from other employees within the screening area.

COVID-19 Screening Process Questions and Temperature Check

- a. Have you been in close contact with a confirmed or suspected case of COVID-19?
- b. Have you had a fever or felt feverish in the last 72 hours?
- c. Are you experiencing any respiratory symptoms including a runny nose, sore throat, cough, or shortness of breath?
- d. Are you experiencing any new muscle aches or chills?
- e. Have you experienced any new change in your sense of taste or smell?
- f. Are you experiencing any digestive symptoms such as diarrhea, loss of appetite, nausea or abdominal pain?
- g. Temperature Check

Interviewer/Temperature Taker

- a. If an employee answers yes to any of the questions above then the employee must be “screened out” by referring the employee to the Screening Unit Lead.
- b. Communicate to employee that you are now going to take their temperature; take temperature.
- c. If temperature is 100.4 F or greater, employee must be “screened out” by referring the employee to the Screening Unit Lead.
- d. If the employee has a confirmation reading above 100.4 F, but the employee feels fine, the Interviewer/Temperature Taker will provide a 2nd thermometer reading. If the 2nd reading is above 100.4 F, and the individual feels fine, the individual should STILL be “screened out” by referring the employee to the Screening Unit Lead.

Screening Unit Lead

- a. Will reference “COVID-19 Stay Home Script” and utilize the Public Health Department as a resource when needed.
- b. Will meet with all employees that have been “screened out” to answer questions and determine if the employee needs to be instructed to leave premises and consult with their primary care physician, telehealth, urgent care or seek testing through one of the public testing options.



City of Nashua, New Hampshire

COVID-19 Return to Work Policy

- c. Will alert via the "COVID-19 Return to Work Alert Form" the division director, supervisor and Human Resources that an employee has been sent home.

Screened Out Employee

- a. After being "screened out," the employee should go home and consult with their health care provider, telehealth, urgent care or seek testing through one of the public testing options.
- b. The employee should follow all medical recommendations and stay in communication with their direct supervisor.
- c. Employees should reference the City's Temporary Policy on d Emergency Leave Due to COVID-19 that was approved by the BOA on June 23, 2020 and the Governor's Safer at Home Guidance: <https://www.covidguidance.nh.gov/>

Hygiene Practices

Good hand hygiene and proper disinfection practices are habits that will aid in the prevention of contracting COVID-19.

- a. Employees who share workstations will sanitize the area at the beginning of their shift, frequently throughout the day and at the end of their shift.
- b. Employees who share a vehicle will sanitize steering wheel, controls, door handles, etc. at the beginning of their shift, between multiple drivers and at the end of their shift.
- c. Departments will be responsible for area cleanings and wiping down shared workspace equipment after each use during working hours.
- d. Alcohol-based hand sanitizer will be made readily available for both staff and citizens at entrances, exits, checkout locations and other commonly used areas within City facilities.
- e. Employees must wash their hands often with soap and water for at least 20 seconds or use hand sanitizer with at least 60% alcohol.
- f. Employees should clean hands:
 - i. Before and after work shifts.
 - ii. Before and after work breaks.
 - iii. After blowing nose, coughing or sneezing.
 - iv. After using the restroom.
 - v. Before and after eating or preparing food.
 - vi. After putting on, touching or removing cloth face covering.
 - vii. Before and after smoking or vaping.



City of Nashua, New Hampshire

COVID-19 Return to Work Policy

Personal Protective Equipment (PPE) - Cloth Face Coverings

When PPE is properly worn, removed, and discarded it is effective in protecting both the persons who wears it and those with whom that person comes into contact.

- a. Employees are required to wear a face covering over their mouths and nose in all common areas of the building, including upon entry. *If you are unable to wear a mask for medical reasons contact your Human Resources Department.*
- b. Employees must wear a face covering over their mouth and nose whenever they are within six feet of a member of the public and should wear a face covering over their mouth and nose whenever they are within six feet of a co-worker.
- c. While sharing a vehicle, employees must wear a face covering over their mouth and nose.
- d. Employees wearing face coverings shall not touch their face or adjust their face covering without first sanitizing hands. After touching face or adjusting mask, hands must be sanitized again.
- e. The City will provide each employee with at least two face coverings, with documentation on washing procedures. Thereafter, employees will be responsible for any additional face coverings.

Social Distancing

Limiting face-to-face contact with others is the best way to reduce the spread of COVID-19.

- a. To the greatest extent possible, employees shall observe “social distancing” which is keeping a distance of at least 6 or more feet between one another at all times (i.e. remote worksites, physical spacing, virtual meetings, etc.).
- b. Employees are discouraged from using each other’s phones, desks, offices or other work tools and equipment. If it is unavoidable and an employee uses another employee’s desk, phone or other work tools and equipment, that employee is responsible for disinfecting all items used.

3. TRAINING

Employee safety training per Centers for Disease Control and Prevention (CDC) guidelines will be available from the Risk Management Department and Community Services Department.

The City of Nashua at its option, may change, delete, suspend, or discontinue part or all of the policy, at any time without prior notice.



City of Nashua, New Hampshire

COVID-19 Return to Work Policy

Effective Date: TBD
Revision Date: N/A
Policy #: TBD

Policy: COVID-19 Return to Work Policy
Supersedes: N/A

Approved By: _____ Date _____
James Donchess, Mayor



THE CITY OF NASHUA

Economic Development

"The Gate City"

To: L. Wilshire, President
From: T. Cummings, Director
Cc: Members of the Board of Aldermen

Date: June 16, 2020

Re: Communication – Approval & Place on File A Contract for Great American Downtown to assist with implementation of the Nashua Downtown Riverfront Project

The Tax Increment Financing Development Program and Financing Plan adopted by the Board through the passage of O-18 -006, states that the City Economic Development Director shall be the Administrator of the District and shall have the power to, *inter alia*, "negotiate and sign, upon the approval of the Board of Aldermen, any contracts relative to the design, engineering, construction, or operations of any phase or component of the activities proposed under this Plan."

A copy of the Professional Services Contract related to the Nashua Downtown Riverfront Project with Great American Downtown, along with Exhibits B outlining the scope and basis for fees, is attached. The contract is the City's standard Professional Services contract.

The purpose of this contract is to temporarily procure administrative and management assistance to help keep the Downtown Riverfront project on track. It is a major priority for all of us and due to COVID-19 putting additional demands on to the office of Economic Development a temporary solution of a contracted services arrangement is being utilized.

The contract is under the \$25,000 threshold for Finance Committee approval and, therefore, was not sent to the Finance Committee.

Pursuant to the Tax Increment Financing Development Program and Financing Plan, I am requesting the approval of the Board of Aldermen for the award of the attached contract.



CONTRACT FOR PROFESSIONAL SERVICES

TITLE

A CONTRACT BETWEEN

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

Great American Downtown

NAME AND TITLE OF SERVICE PROVIDER

6 MAIN ST. NASHUA, NH 03064

ADDRESS OF SERVICE PROVIDER

WHEREAS, the City of Nashua, a political subdivision of the State of New Hampshire, from time to time requires the services of a Service Provider ; and

WHEREAS, it is deemed that the services of a Service Provider herein specified are both necessary and desirable and in the best interests of the City of Nashua; and

WHEREAS, Service Provider 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--Scope of Services, Contract Time, Fee Schedule

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, Service Provider 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.

3. **PERIOD OF PERFORMANCE.** Service Provider shall perform and complete all work with final plans, as delineated in the scope of work provided and attached hereto which date 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. Contract shall not exceed one year and will expire on June 1, 2021. Service Provider shall begin performance upon receipt of an Executed Contract and a valid Purchase Order issued from the City of Nashua.

4. **COMPENSATION.** Service Provider agrees to perform the work for a total cost not to exceed
Dollars (\$ 24,000)

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

Unless Service Provider has received a written exemption from the City of Nashua, Service Provider shall submit monthly requests for payment for services performed under this agreement in accordance with the values stated in the Agreement. Such requests shall be supported by such data substantiating the Service Provider's right to payment as the City of Nashua may reasonably require. Service Provider shall submit monthly requests for payment for services performed under this agreement shall be submitted as follows:

- Electronically via email to VendorAPIInvoices@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**.

Requests for payment shall be submitted no later than fifteen (15) days after the end of each month and must include a detailed summary of the expenditures reported in a form that supports the approved budget. Specifically, Service Provider agrees to provide the following with each request for payment:

1. Appropriate invoice forms. The forms shall include the project purchase order number, a listing of personnel hours and billing rates, and other expenditures for which payment is sought.
2. A progress report. The report shall include, for each monthly reporting period, a description of the work accomplished, problems experienced, upcoming work, any extra work carried out, and a schedule showing actual expenditures billed for the period, cumulative total expenditures billed and paid to date under the contract, and a comparison of cumulative total expenditures billed and paid to the approved budget.

The City of Nashua will pay for work satisfactorily completed by Service Provider. The City of Nashua will pay Service Provider within **30** days of approval by the City of Nashua of the submitted invoice forms and progress reports. The City of Nashua will make no payments until the invoice forms and progress reports have been submitted and approved.

5. **EFFECTIVE DATE OF CONTRACT.** This contract shall not become effective until and unless approved 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:

Tim Cummings, Director
Economic Development Division
229 Main St
Nashua, NH 03060

REPRESENTATIVE:

Paul Shea
Executive Director
6 Main St.
Nashua, NH 03064

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 Service Provider 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.

City of Nashua, NH (signature)

(signature)

Tim Cummings, Director Economic Development
(Printed Name and Title)

Paul Shea, Executive Director
(Printed Name and Title)

Date

Date

EXHIBIT A
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General Terms and Conditions

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

2. **SERVICE PROVIDER STATUS** The parties agree that Service Provider shall have the status of and shall perform all work under this contract as a Service Provider, 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 Service Provider, and nothing in this contract shall create any contractual relationship between the City of Nashua and Service Provider's consultants, sub consultants, contractors, or subcontractors. The parties also agree that Service Provider 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 Service Provider 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** Service Provider shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all work performed under this contract. Service Provider 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 Service Provider 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, Service Provider 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 Service Provider'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 Service Provider shall not in any way relieve Service Provider 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 Service Provider'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 Service Provider shall be and remain liable in accordance with the terms of the contract and applicable law.

Service Provider 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 Service Provider to perform work under this contract. Approved key personnel shall not be taken off of the project by Service Provider without the prior written approval of the City of Nashua, except in the event of termination of employment. Service Provider 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 Service

Provider, 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 Service Provider's performance under the contract. Service Provider 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 Service Provider should proceed with any or all of the proposed change. If the change causes an increase or a decrease in Service Provider'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 Service Provider for adjustment under this clause shall be asserted in writing within 30 days of the date the City of Nashua notified Service Provider of the change.

When Service Provider seeks changes, Service Provider 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 Service Provider should proceed with any or all of the proposed change.

Except as provided in this paragraph, Service Provider 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 Service Provider in the performance of its work under this contract and that such personnel will be available to Service Provider 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 Service Provider with access to City of Nashua records in a reasonable time and manner and to schedule items that require action by the Board of Public Works and Finance Committee in a timely manner. The City of Nashua and Service Provider also agree to attend all meetings called by the City of Nashua or Service Provider to discuss the work under the Contract, and that Service Provider 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** Service Provider 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 Service Provider. All future questions Service Provider 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 Service Provider'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 Service Provider prior to having received the City of Nashua's resolution shall be at Service Provider's risk and expense. At all times, Service Provider 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. Service Provider 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 Service Provider 10 day's 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, Service Provider 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, Service Provider shall receive all amounts due and not previously paid to Service Provider 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 Service Provider in the event of a failure by Service Provider 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. Service Provider shall be given an opportunity for consultation with the City of Nashua prior to the effective date of the termination. Service Provider may terminate the contract on 10 calendar days written notice if, through no fault of Service Provider, the City of Nashua fails to pay Service Provider 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, Service Provider 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, Service Provider shall receive all amounts due and not previously paid to Service Provider 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 Service Provider's failure. Service Provider 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 Service Provider until such time as the exact amount of damages due to the City of Nashua is determined. All claims for payment by the Service Provider 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 Service Provider 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 Service Provider 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 Service Provider such that Service Provider 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 Service Provider shall cease conducting business, the City of Nashua shall have the right to solicit applications for employment from any employee of the Service Provider 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 Service Provider's principals, officers, employees, agents, subcontractors, consultants, vendors, or suppliers are expressly recognized to be within Service Provider'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 Service Provider Representative. At all times, Service Provider 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 Board of Public Works for resolution. If the parties are dissatisfied with the decision of the Board of Public Works, 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 Service Provider for damages because of hindrances or delays in the progress of the work from any cause, and Service Provider agrees to accept in full

satisfaction of such hindrances and delays any extension of time that the City of Nashua may provide.

11. **INSURANCE** Service Provider 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.**
- \$1,000,000 Profession Liability;
- and Workers' Compensation Coverage in compliance with the State of New Hampshire statutes, \$100,000/\$500,000/\$100,000.

Service Provider 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 Service Provider are intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Service Provider under this contract. The City of Nashua shall not maintain any insurance on behalf of Service Provider. Subcontractors are subject to the same insurance requirements as Service Provider and it shall be the Service Provider's responsibility to ensure compliance of this requirement.

Service Provider will provide the City of Nashua with certificates of insurance for coverage as listed below and endorsements affecting coverage required by the contract within ten calendar days after the City of Nashua issues the notice of award. 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. Service Provider 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.
- If aggregate limits of less than \$2,000,000 are imposed on bodily injury and property damage, Service Provider must maintain umbrella liability insurance of at least \$1,000,000. All aggregates must be fully disclosed on the required certificate of insurance.
- The specified insurance requirements do not relieve Service Provider of its responsibilities or limit the amount of its liability to the City of Nashua or other persons, and Service Provider 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.
- Service Provider 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 Service Provider or anyone employed, directed, or supervised by Professional Engineer.

12. **INDEMNIFICATION** Regardless of any coverage provided by any insurance, Service Provider 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 Service Provider or of anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this contract. Service Provider'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 Service Provider 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 Service Provider 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 Service Provider. Service Provider shall have no claim of any sort to the unexpended funds.

14. **COMPENSATION** Review by the City of Nashua of Service Provider'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 Service Provider to submit additional information. Unless the City of Nashua, in its sole discretion, decides otherwise, the City of Nashua shall pay Service Provider in full within 30 days of approval of the submitted monthly invoice forms and progress reports.

15. **COMPLIANCE WITH APPLICABLE LAWS** Service Provider, 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. Service Provider 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, Service Provider agrees to the following terms. Service Provider 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. Service Provider 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, Service Provider'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.

Service Provider 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 Service Provider under this contract.

In connection with the performance of work under this contract, Service Provider 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.

Service Provider 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 Service Provider shall constitute a material breach of the contract.

17. **ENDORSEMENT** Service Provider shall seal and/or stamp and sign professional documents including drawings, plans, maps, reports, specifications, and other instruments of service prepared by Service Provider or under its direction as required under the laws of the State of New Hampshire.
18. **ASSIGNMENT, TRANSFER, DELEGATION, OR SUBCONTRACTING** Service Provider 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. **CITY INSPECTION OF CONTRACT MATERIALS** The books, records, documents and accounting procedures and practices of Service Provider related to this contract shall be subject to inspection, examination and audit by the City of Nashua, including, but not limited to, the contracting agency, the Board of Public Works, Corporation Counsel, and, if applicable, the Comptroller General of the United States, or any authorized representative of those entities.
20. **DISPOSITION OF CONTRACT MATERIALS** Any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials, including but not limited to those contained in media of any sort (e.g., electronic, magnetic, digital) prepared by or supplied to Service Provider in the performance of its obligations under this contract shall be the exclusive property of the City of Nashua and all such materials shall be remitted and delivered, at Service Provider's expense, by Service Provider to the City of Nashua upon completion, termination, or cancellation of this contract. Alternatively, if the City of Nashua provides its written approval to Service Provider, any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials including but not limited to those contained in media of any sort (e.g., electronic, magnetic, digital) prepared by or supplied to Service Provider in the performance of its obligations under this contract must be retained by Service Provider for a minimum of four years after final payment is made and all other pending matters are closed. If, at any time during the

retention period, the City of Nashua, in writing, requests any or all of the materials, then Service Provider shall promptly remit and deliver the materials, at Service Provider's expense, to the City of Nashua. Service Provider shall not use, willingly allow or cause to have such materials used for any purpose other than the performance of Service Provider's obligations under this contract without the prior written consent of the City of Nashua.

21. **PUBLIC RECORDS LAW, COPYRIGHTS, AND PATENTS** Service Provider expressly agrees that all documents ever submitted, filed, or deposited with the City of Nashua by Service Provider (including those remitted to the City of Nashua by Service Provider pursuant to paragraph 20), unless designated as confidential by a specific statute of the State of New Hampshire, shall be treated as public records and shall be available for inspection and copying by any person, or any governmental entity.

No books, reports, studies, photographs, negatives or other documents, data, drawings or other materials including but not limited to those contained in media of any sort (e.g., electronic, magnetic, digital) prepared by or supplied to Service Provider in the performance of its obligations under this contract shall be the subject of any application for a copyright or patent by or on behalf of Service Provider. The City of Nashua shall have the right to reproduce any such materials.

Service Provider expressly and indefinitely waives all of its rights to bring, including but not limited to, by way of complaint, interpleader, intervention, or any third party practice, any claims, demands, suits, actions, judgments, or executions, for damages or any other relief, in any administrative or judicial forum, against the City of Nashua or any of its officers or employees, in either their official or individual capacity of the City of Nashua, for violations of or infringement of the copyright or patent laws of the United States or of any other nation. Service Provider agrees to indemnify, to defend, and to hold harmless the City of Nashua, its representatives, and employees from any claim or action seeking to impose liability, costs, and attorney fees incurred as a result of or in connection with any claim, whether rightful or otherwise, that any material prepared by or supplied to Service Provider infringes any copyright or that any equipment, material, or process (or any part thereof) specified by Service Provider infringes any patent.

Service Provider shall have the right, in order to avoid such claims or actions, to substitute at its expense non-infringing materials, concepts, products, or processes, or to modify such infringing materials, concepts, products, or processes so they become non-infringing, or to obtain the necessary licenses to use the infringing materials, concepts, products, or processes, provided that such substituted or modified materials, concepts, products, or processes shall meet all the requirements and be subject to all the terms and conditions of this contract.

22. **FINAL ACCEPTANCE** Upon completion of all work under the contract, Service Provider shall notify the City of Nashua in writing of the date of the completion of the work and request confirmation of the completion from the City of Nashua. Upon receipt of the notice, the City of Nashua shall confirm to Service Provider in writing that the whole of the work was completed on the date indicated in the notice or provide Service Provider with a written list of work not completed. With respect to work listed by the City of Nashua as incomplete, Service Provider shall promptly complete the work and the final acceptance procedure shall be repeated. The date of final acceptance of a project by the City of Nashua shall be the date upon which the Board of Public Works or other designated official accepts and approves the notice of completion.

23. **TAXES** Service Provider 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. Service Provider 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.

24. **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.
25. **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.
26. **PROHIBITED INTERESTS** Service Provider 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. Service Provider 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 Service Provider. If any such interest comes to the attention of Service Provider at any time, a full and complete disclosure of the interest shall be immediately made in writing to the City of Nashua. Service Provider 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. Service Provider 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 Service Provider (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, Service Provider shall refund to the City of Nashua any profits realized under this contract, and Service Provider 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.

Service Provider warrants that no gratuities (including, but not limited to, entertainment or gifts) were offered or given by Service Provider 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.

27. **THIRD PARTY INTERESTS AND LIABILITIES** The City of Nashua and Service Provider, 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 Service Provider.
28. **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.

29. **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.
30. **MODIFICATION OF CONTRACT AND ENTIRE AGREEMENT** This contract constitutes the entire contract between the City of Nashua and Service Provider. 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.
31. **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.



Professional Services Contract between Great American Downtown and the City of Nashua.

Task	Date Range
Provide strategic advice and assistance with management and execution of Dancing in the Streets project	June 2020 – June 2021
Provide strategic advice and assistance with management and execution of yoga classes at Greeley House	June 2020 – June 2021
Facilitate communication with key stakeholders as needed throughout all projects.	June 2020 – June 2021
Develop and implement all outbound communication and marketing support for the Downtown Riverfront Project	June 2020 – June 2021
Develop active and passive recreation programming and relative promotions to support activation of riverfront space.	June 2020 – June 2021

The total for this project shall not exceed 24,000.



City of Nashua

Office of the Mayor
229 Main Street Nashua, NH 03060
Phone 603-589-3260

To: Board of Aldermen

From: Jim Donchess, Mayor

Date: June 18, 2020

Subject: Coronavirus Disease COVID-19

To the Honorable Board of Aldermen:

On March 16, the Board of Aldermen approved the City's Temporary Policy on Shutdowns and Emergency Leave due to Coronavirus Disease COVID-19. The Policy paid employees regular wages if they were unable to work due to closure of City buildings, and to employees who should quarantine themselves due to potential exposure to or presence of COVID-19, and to employees who could not make necessary child care arrangements due to effects of the pandemic (such as school closures).

Many city employees worked remotely during this time providing necessary services to our residents with little to no interruption. Essential employees worked normal schedules with proper safety protocols and personal protective equipment.

During the past three months, the City's elected officials and employees, and members of the community, have joined together in a concerted and effective effort to "flatten the curve" of the pandemic in our city.

Beginning Monday July 6, we will begin a thoughtful, phased-in approach to reoccupying City Hall and other administrative buildings that were closed on March 18. Buildings will initially remain closed to the public until engineering modifications and administrative processes are established to maximize the safety of employees and the public. Employees who have been unable to work remotely will return to work; those who have effectively worked remotely should continue to do so. Division Directors will be responsible for making case-by-case determinations. In light of these changes, and coincident with the State of New Hampshire's phased approach to reopening the economy, I request you to approve the following:

1. That the Mayor remains authorized, at such time and for such duration as he deems necessary, to open or close City Hall and other city buildings over which the Board of Aldermen or Mayor exercise jurisdiction to the public, and to continue to institute substitute access to city services as he deems appropriate. Further, the Mayor is authorized to determine which employees will be urged to work from home or resume working onsite.
2. That the accompanying Temporary Policy on Emergency Leave due to Coronavirus (COVID-19) – July 6, 2020 is adopted.

The notable differences between the March 16 and July 6 policies are that:

1. Employees will be required to physically report to work or work remotely, unless they are quarantined “pursuant to a Federal, State, or local government order or advice of a health care provider;”
2. Pursuant to the Families First Coronavirus Response Act (FFCRA), because of a bona fide need to care for an individual subject to quarantine or care for a child whose school or child care provider is closed or unavailable for reasons related to COVID-19. The policy provides for up to 12 weeks of leave for child care at two-thirds the employee’s regular rate of pay.

Thank you for your continued support as we all continue to deal with this emergency in the best interest of our residents and employees.



Temporary Policy on Emergency Leave due to Coronavirus (COVID-19) – July 6, 2020

Starting Monday, July 6th, new workplace safety policies enable the City to begin a phased approach to reoccupying City Hall and other administrative buildings. The Temporary Policy approved by the Board of Aldermen on March 16 is discontinued effective Sunday, July 5th.

Quarantine

Effective July 6th, any employee who should quarantine in accordance with the Families First Coronavirus guidelines" (pursuant to Federal, State, or local government order or advice of a health care provider), and/or experiencing COVID-19 symptoms and seeking a medical diagnosis" should do so; the City will continue to pay that employee regular wages without requiring them to use any personal leave time. Quarantined employees may be required to perform work remotely as directed by their supervisor to the extent they are able to do so.

Child Care

Effective July 6th, the City of Nashua will comply with the Families First Coronavirus Response Act (FFCRA), which provides "two weeks (up to 80 hours) of paid sick leave at two-thirds the employee's regular rate of pay because the employee is unable to work because of a bona fide need to care for an individual subject to quarantine (pursuant to Federal, State, or local government order or advice of a health care provider), or care for a child (under 18 years of age) whose school or child care provider is closed or unavailable for reasons related to COVID-19, and/or the employee is experiencing a substantially similar condition as specified by the Secretary of Health and Human Services, in consultation with the Secretaries of the Treasury and Labor."

Further, for employees that the City has employed for at least 30 days, the City will provide "up to an additional 10 weeks of paid expanded family and medical leave at two-thirds the employee's regular rate of pay where an employee is unable to work due to a bona fide need for leave to care for a child whose school or child care provider is closed or unavailable for reasons related to COVID-19."

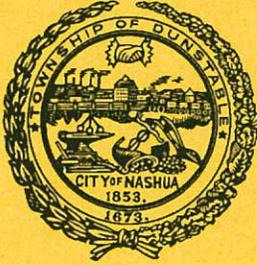
Effective Date

This policy will be effective July 6th, 2020 regardless of contractual obligations or lack thereof. City administration will work towards approval by each employer board and union. The Mayor is authorized to set an end date for this temporary policy.

Approved by the Board of Aldermen on _____ .

Jim Donchess, Mayor

Date



RESOLUTION

RELATIVE TO THE ADOPTION OF THE FISCAL YEAR 2021 PROPOSED BUDGET FOR THE CITY OF NASHUA GENERAL, ENTERPRISE, AND SPECIAL REVENUE FUNDS

CITY OF NASHUA

In the Year Two Thousand and Twenty

RESOLVED by the Board of Aldermen of the City of Nashua that the Fiscal Year 2021 Proposed Budget for the General Fund of the City of Nashua be and is hereby adopted, and that the following amounts are hereby appropriated for the several accounts and for other needs of the City of Nashua General Fund for the fiscal year beginning July 1, 2020, and ending June 30, 2021, and for the purpose of Section 50-a et seq. of the Nashua Revised City Charter, as amended, each item of this budget shall be considered as a separate appropriation. The proposed General Fund appropriation amount is \$282,884,408 with estimated General Fund Revenues of \$69,354,799 including estimated state funding for education in the amount of \$38,541,100.

That the Fiscal Year 2021 Proposed Budget for the Enterprise Funds of the City of Nashua be and is hereby adopted, and that the following amounts are hereby appropriated for the several accounts and for other needs of the City of Nashua Enterprise Funds for the fiscal year beginning July 1, 2020 and ending June 30, 2021, and the purpose of Section 50-a et seq. of the Nashua Revised City Charter, as amended, each item of this budget shall be considered as separate appropriation. The proposed Enterprise Funds appropriation amount is \$30,111,607 (inclusive of anticipated Capital Appropriations), with estimated Enterprise Funds Revenues of \$24,363,231 and any additional funding for capital and CSO-related expenditures from retained earnings, bonding and/or State Revolving Fund Loans.

That the Fiscal Year 2021 Proposed Budget for the Special Revenue Funds of the City of Nashua be and is hereby adopted, and that the following amounts are hereby appropriated for the several accounts and for other needs of the City of Nashua Special Revenue Funds for the fiscal year beginning July 1, 2020 and ending June 30, 2021. The proposed Special Funds appropriation amount is \$18,581,330 with estimated Special Revenue Funds Revenues of \$18,581,330.

RESOLUTION

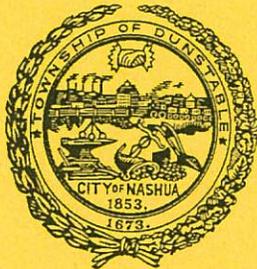
**AMENDED
R-20-023**

Neither the approval and adoption of this budget, or any appropriation contained herein, or to any City department or agency, including the Nashua School District, whether as proposed or amended, shall be deemed to mean that the City has approved any program or responsibility for funding in accordance with Part 1, Article 28-a of the Constitution of the State of New Hampshire. Notwithstanding any appropriation herein, the city hereby expressly declines to approve funding for any program or responsibility for which it is entitled by law to payment from the State of New Hampshire pursuant to Part 1, Article 28-a of the State Constitution, whether it has previously been determined that the City is entitled to said funding or not.

City of Nashua
 FY2021 Budget Adjustments
 General Fund

As of 6/2/2020

<u>Line No.</u>	<u>Description</u>	<u>Department #</u>	<u>Department</u>	<u>Motion By</u>	<u>Account Number</u>	<u>Amount</u>	<u>Budget Book Page Number</u>	<u>Budget Committee Date</u>
1	Reduce the Library Plaza Renovations	Capital Improvements	Capital Improvements	Dowd	81100	\$ (1,000,000)	254	6/2/2020
2	Reduce the Mayoral Bottom Line Reduction	150	Police	Wilshire	90120	207,062	129	6/2/2020
3	Reduce a portion of the CERF Transfer	198	Interfund Transfers	Wilshire	89726	(207,062)	252	6/2/2020
4	Reduce a portion of the Contingency - Education Priorities	194	Contingency	Dowd	70112	(1,000,000)	251	6/2/2020
5	Reduce a portion of the Mayoral Bottom Line Reduction	152	Fire	Wilshire	Bottom Line	245,000	137	6/2/2020
6	Reduce a portion of the CERF Transfer	198	Interfund Transfers	Wilshire	89726	(245,000)	252	6/2/2020
7	Increase a portion of the Contingency - Education Priorities	194	Contingency	Kelly	70112	300,000	251	6/2/2020
8	Reduce the Mayoral Bottom Line Reduction	157	CityWide Communications	Dowd	Bottom Line	20,394	148	6/2/2020
9	Reduce a portion of the CERF Transfer	198	Interfund Transfers	Clemons	89726	(20,394)	252	6/2/2020
10								
11	Total Net Budget Adjustments to General Fund					\$ (1,700,000)		
12								
13	General Fund Appropriation (Mayor's Proposed)					\$ 284,584,408		
14								
15	General Fund Appropriation (Adjusted)					\$ 282,884,408		



RESOLUTION

ADOPTING THE 2020 CONSOLIDATED PLAN AND AUTHORIZING THE MAYOR TO APPLY FOR AND EXPEND THE COMMUNITY DEVELOPMENT BLOCK GRANT (“CDBG”) AND HOME INVESTMENT PARTNERSHIP PROGRAM FUNDS FOR FISCAL YEAR 2021

CITY OF NASHUA

In the Year Two Thousand Twenty

RESOLVED by the Board of Aldermen of the City of Nashua

That the Board of Aldermen hereby adopt by reference the “Consolidated Plan of the City of Nashua for the period of July 1, 2020 to June 30, 2024” and further amend by adding the ***bold italicized language*** and deleting the struck-through language. Said Plan must be submitted to and approved by the U.S. Department of Housing and Urban Development (“HUD”) at least every five years. The Consolidated Plan is designed to help the City evaluate our affordable housing and community development needs & market conditions, and to make data-driven, place-based investment decisions. It includes a strategic plan that provides a course of action for building livable communities;

That the Mayor be, and hereby is, authorized to file an application with the U.S. Department of Housing and Urban Development (“HUD”) for the annual Community Development Block Grant (“CDBG”) under the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and the HOME Investment Partnership Program under the provisions of Title II of the Cranston-Gonzales National Affordable Housing Act, and to execute all understandings, assurances and agreements as required therein;

That the following CDBG activities shall be carried out with an annual grant of \$664,515; estimated program income of \$45,000; and reprogrammed funds ***from FY20 Housing Improvement Program (due to an excess of repaid program income)*** in the amount of \$41,527.69.00; and ***\$.069 from the remaining balances of FY19 CDBG Administration, FY19***

RESOLUTION

R-20-026, Amended

Construction Management, and FY17 Vietnam Veterans Basketball Court, as described herein, for a total of \$751,042.69. All activities are more fully described and shall be consistent with the proposals contained in the communications to the Human Affairs Committee dated January 29, 2020;

Reprogrammed Funds:

FY19 Administration	\$2,467.60
FY19 Nashua Center lighting project balance	\$420.44
FY19 Nashua PAL lighting project balance	\$4,329.00
FY19 Arlington St Center Director balance	\$20,333.46
FY19 Construction Management	\$1,052.08
FY18 Crown Hill Pool balance	\$4,024.00
FY18 Administration	\$73.40
FY17 Vietnam Vet's basketball court balance	\$8,827.71

Activities to be funded in FY21:

1. Public Services - \$99,677
Support of public service programs principally benefiting low-moderate income beneficiaries of Nashua. This pool of funds shall be applied to CDBG eligible activities identified through the Citizens Advisory Commission for Community Grants process. Public Services shall not exceed 15% of the entitlement award plus prior year program income.
2. CDBG Grant Administration - \$141,903
General administration and planning costs of carrying out the CDBG and other related HUD projects by the Urban Programs Department, including but not limited to regulatory compliance monitoring, IDIS management, preparation of required grant reports, advertising, recording fees, etc. Amount shall not exceed 20% of the entitlement award plus actual program income received during the program year.
3. Project Delivery - \$122,111
Construction management related to physical CDBG projects and Housing Improvement Program, including but not limited to the direct cost of the Urban Programs Department staff to conduct environmental reviews, drafting scope of work, preparation of bid documents, bidding, construction management and Davis Bacon compliance.
4. Ash Street Futsal Court Lighting - \$10,000
Purchase and installation of light posts at the new futsal court located on Ash Street. The costs will be shared with the YMCA who has offered just under \$25,000 toward the project. The park serves an area that is approximately 98% low-moderate income.
5. Boys and Girls Club - \$39,000
Rehabilitation of the indoor pool area to include grouting and resealing of the tiled deck and renovation of the locker rooms located at One Positive Place.

RESOLUTION

R-20-026, Amended

6. Front Door Agency - \$30,000
Conversion of heating system from electric to natural gas at transitional housing facility located at 12 Concord Street.
7. Los Amigos Park - \$15,000
Rehabilitation of neighborhood park to include new play structures and general improvements. Funds will cover the cost of materials and delivery, with installation completed by DPW personnel.
8. Marguerite's Place - \$30,000
Window replacement at 85-87 Palm Street transitional housing facility comprised of two buildings and one child care center.
9. Opportunity Networks - \$33,000
Rehabilitation of two bathrooms at 116 Perimeter Road, Unit A. Work will result improved accessibility and safety, including ADA compliant fixtures, flooring, walls and purchase/installation of a ceiling lift and track, as further described in their proposal.
10. Owner-Occupied Housing Improvement Program (HIP) - \$50,000
Financial and technical assistance to eligible low-moderate income, owner-occupants in for essential repairs of 1-4 family residential properties. Financial assistance provided in the form of 0% deferred payment loans and/or grants for certain emergency work, as described in the Program's Guidelines. Minor rehab work, including code and safety corrections, repairs, accessibility, etc. Emergency work, costing at least \$1,000 and up to \$5,000, may be offered in the form of a grant rather than a loan to owners at or below 30% AMI. Owners earning above 30% AMI may be offered assistance in the form of a loan. Repayment of prior HIP loans during the fiscal year, in excess of annual estimated program income, shall be distributed between this Program and the Rental Improvement Program.
11. PLUS Company - \$15,000
Rehabilitation of second floor bathroom to include ADA accessible stall and replacement of flooring at front & rear entrances located at 19 Chestnut Street.
12. Rental Improvement Program - \$150,000
Program offering 0% interest, deferred payment loans for essential repairs of residential rental properties containing 1-8 units, occupied by income eligible tenants. Financing and other terms more fully described in the Program's Guidelines. Properties located in the City's lowest income census tracts will receive priority.
13. Sandy Pond Park - \$10,000
Park improvements including additional playground structures, a replacement fishing dock, fencing repair, signage, and walkway repairs. The park serves an area that is approximately 60% low-moderate income. Funds would be applied to the cost of materials as well as construction of the fishing pier. Installation of the playground structures to be carried out by DPW personnel.
14. Contingency - \$5,351.69
Reserve funds that may be applied to any of the activities described herein for unforeseen costs. Funds may be directed to other unforeseen eligible community needs, subject to Board of Aldermen approval. Contingency budget may be adjusted to reflect an increase or decrease in the annual CDBG allocation, as announced by HUD following approval of

RESOLUTION

R-20-026, Amended

this Resolution. If CDBG award is significantly less than anticipated and this Contingency line cannot cover the reduction, all activities will be adjusted proportionately.

That all open and active CDBG activities from previous Action Plans be carried forward and entered in the FY21 Action Plan as applicable; and

That the following HOME activities be carried out with an annual grant of \$427,876:

1. HOME Grant Administration - \$42,787
Administration of the HOME Program by the Urban Programs Department, including determining eligibility, technical assistance to participants, compliance with program regulations, underwriting, preparation and review of construction specs, environmental review, long-term monitoring and reporting to HUD.
2. Community Housing Development Organization (CHDO) Reserve - \$64,182
Mandatory set aside, equal to 15% of the annual grant, for specific activities to be undertaken by a private nonprofit, community-based organization that has staff with the capacity to develop affordable housing for the community it serves. In order to qualify for designation as a CHDO, the organization must meet certain requirements pertaining to their legal status, organizational structure, capacity and experience as it relates to the project they are developing.
3. Affordable Housing Development - \$320,907
Acquisition, rehabilitation and /or conversion of residential and/or non-residential buildings to create affordable rental and/or home-owner housing, occupied by HOME-eligible households. Projects may be developed by non-profit, for-profit, public or private entities.