

AMENDED

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

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Meeting ID: 845 4368 2139 Password: 590998

Join by telephone: 1-929-205-6099
Meeting ID: 845 4368 2139 Password: 590998

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 ALDERMAN ERNEST JETTE
4. ROLL CALL
5. REMARKS BY THE MAYOR
6. RESPONSE TO REMARKS OF THE MAYOR
7. RECOGNITIONS

Recognition of Paul Gowell - last original Safe Station Driver

8. READING OF MINUTES OF PREVIOUS MEETINGS

Board of Aldermen.....	06/23/2020
Special Board of Aldermen.....	06/24/2020
Special Board of Aldermen.....	06/29/2020

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

From: Donna Graham, Legislative Affairs Manager
Re: Public Comments

- 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: A Contract for NAI Norwood to assist as necessary on a case by case basis with the advisory and procurement/disposition of commercial real estate

PETITIONS

Petition for Street Discontinuance: A Portion of Palm Street

- Committee on Infrastructure Recommends: Granting Petition to include conditions outlined in City Engineer Dan Hudson’s Memo

- Planning Board Recommends: Approval with following conditions: 1) addressing City Engineer's 4-22-2020 plan markups, and 2) granting proposed "24' Public and Emergency Access Easement (Palm Street to Ash Street)" to the City prior to, concurrent with, or as a condition of the discontinuance

Petition for Street Number Assignment: Sheet 103/Lot 103 Almost Street

- Committee on Infrastructure Recommends: Granting Petition
- Planning Board Recommends: Favorable Recommendation
- Fire Marshal, GIS Tech; CDD Director; Planner I; Attorney Leonard: Favorable Recommendations

NOMINATIONS, APPOINTMENTS AND ELECTIONS

10. REPORTS OF COMMITTEE

Committee on Infrastructure.....	06/24/2020
Planning & Economic Development Committee.....	06/29/2020
Finance Committee.....	07/01/2020
Joint Meeting with Committee on Infrastructure and Planning and Economic Development Committee.....	07/08/2020

11. CONFIRMATION OF MAYOR'S APPOINTMENTS

UNFINISHED BUSINESS – RESOLUTIONS

UNFINISHED BUSINESS – ORDINANCES

O-20-012

Endorser: Alderman Richard A. Dowd

AMENDING THE ZONING MAP BY REZONING LAND OFF OF TINKER ROAD FROM RURAL RESIDENCE (R-40) TO "B" SUBURBAN RESIDENCE (R-18)

- Planning and Economic Development Committee Recommendation: Final Passage
- Planning Board – Favorable Recommendation

O-20-013

Endorsers: Alderman Richard A. Dowd
Alderman-at-Large Michael B. O'Brien, Sr.
Alderman Jan Schmidt

AMENDING THE ZONING MAP BY REZONING LAND OFF OF AMHERST STREET FROM PARK INDUSTRIAL (PI) TO PARK INDUSTRIAL WITH MIXED USE OVERLAY DISTRICT (PI/MU)

- Planning and Economic Development Committee Recommendation: Final Passage
- Planning Board – Favorable Recommendation

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)

O-20-021

Endorsers: Alderman Richard A. Dowd
Alderman-at-Large Michael B. O'Brien, Sr.
Alderman Thomas Lopez

AUTHORIZING A STOP SIGN ON LEE STREET AT ITS INTERSECTION WITH FOREST STREET

- Committee on Infrastructure Recommends: Final Passage

O-20-023, Amended

Endorsers: Alderman Ben Clemons
Alderman Patricia Klee
Alderman Michael B. O'Brien, Sr.
Alderman-at-Large Brandon Michael Laws
Alderman Richard A. Dowd
Alderman Thomas Lopez
Alderman Jan Schmidt
Alderman-at-Large David C. Tencza
Alderman Skip Cleaver
Alderman-at-Large Shoshanna Kelly
Alderman Patricia Klee
Alderman Linda Harriott-Gathright

RELATIVE TO ADVERTISING SIGNAGE ON UMBRELLAS, AWNINGS, AND CANOPIES IN CONNECTION WITH OUTDOOR DINING

- Planning and Economic Development Committee Recommendation: Final Passage
- Planning Board – Favorable Recommendation

NEW BUSINESS – RESOLUTIONS

R-20-052

Endorser: Mayor Jim Donchess
RELATIVE TO THE ACCEPTANCE OF DONATED MATERIALS AND SERVICES WORTH \$16,650 FROM ETCHSTONE PROPERTIES, INC. TO BE USED TOWARDS PAINTING THE EXTERIOR OF THE CITY OWNED BUILDING AT 57 GILSON ROAD

R-20-053

Endorser: Mayor Jim Donchess
RELATIVE TO THE ACCEPTANCE AND APPROPRIATION OF \$27,000 FROM THE NEW HAMPSHIRE CHARITABLE FOUNDATION INTO PUBLIC HEALTH AND COMMUNITY SERVICES GRANT ACTIVITY “FY21 NHCF SUBSTANCE MISUSE PREVENTION”

R-20-054

Endorser: Mayor Jim Donchess
AUTHORIZING THE CITY OF NASHUA TO EXECUTE A LEASE WITH WHITING BUILDING, LLC

R-20-055

Endorsers: Mayor Jim Donchess
Alderman-at-Large Ben Clemons
Alderman-at-Large Michael B. O'Brien, Sr.
Alderman Patricia Klee
RELATIVE TO A BALLOT REFERENDUM CONCERNING SPORTS BETTING WITHIN THE CITY OF NASHUA IN CONNECTION WITH STATE PRIMARY ELECTION

NEW BUSINESS – ORDINANCES

O-20-024

Endorser: Alderman Jan Schmidt
REMOVING AUTHORIZATION FOR RIGHT TURN ONLY LANE ON PINE HILL ROAD AT ITS INTERSECTION WITH CHARRON AVENUE

O-20-025

Endorser: Alderman June M. Caron
RELATIVE TO MAXIMUM VACATION ACCRUALS FOR UNAFFILIATED EMPLOYEES

O-20-026

Endorser: Alderman Patricia Klee

**REMOVING HANDICAPPED PARKING SPACES IN FRONT OF 3 BEACON COURT AND 9 AND 11
MOUNT PLEASANT STREET**

O-20-027

Endorser: Alderman Thomas Lopez

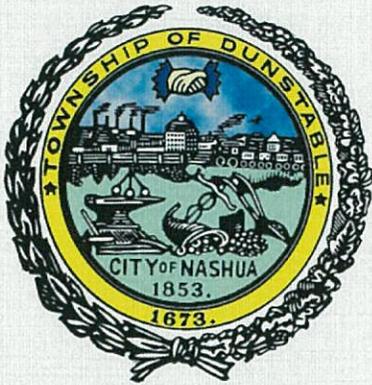
**AUTHORIZING A LEFT TURN ONLY LANE AT THE INTERSECTION OF WEST PEARL STREET AND
ELM STREET**

PERIOD FOR GENERAL PUBLIC COMMENT

REMARKS BY THE MEMBERS OF THE BOARD OF ALDERMEN

Committee announcements:

ADJOURNMENT



Recognition

Honoring Paul Gowell

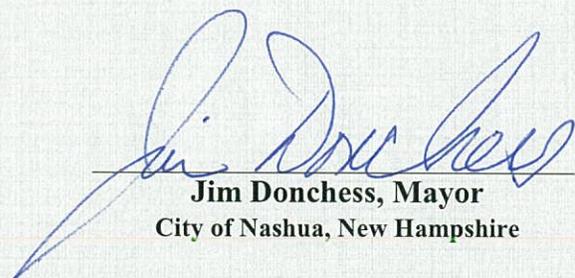
Whereas Paul Gowell is a valuable member of the Nashua community. He is one of the original drivers for Nashua's Safe Stations program. When the program began, it was challenging to find people who would be willing to drive individuals who were in need of substance misuse treatment or medical attention, from a fire station to a hold station, but Paul stepped up to the plate. When it came to transporting people, it never mattered to Paul who the person was, where they came from or what kind of help they were seeking, Paul treated them as if he'd known them in his entire life. Paul is the person any human services agency would want to be the face of their company; and

Whereas Paul and his wife Elizabeth have lived in Nashua for the past eight years. Paul has worked in the facilities department at Harbor Homes for six of those years. He wants to help everyone, having spent thousands of hours just listening to people tell their stories; and

Whereas Wherever Paul goes in Nashua, there is probably someone who knows him or someone he has helped. He will literally take the shirt off of his back to help anyone- no questions asked. Paul makes people feel like they are the most important person in any room and it's because of this that hundreds of individuals have kept on their road to recovery; and

Whereas These days, Paul works for the mobile crisis response team as a peer support professional. He is close to becoming licensed as a certified recovery support worker (CRSW); and

**Now,
Therefore:** I, **Jim Donchess, MAYOR OF THE CITY OF NASHUA, NEW HAMPSHIRE**, do hereby recognize ***Paul Gowell*** for his good heart, passion for helping others and important contributions to our city. Thank you Paul for your service.



Jim Donchess, Mayor
City of Nashua, New Hampshire

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: July 8, 2020
SUBJ.: Communications Received from the Public

Attached please find communications received from the public as follows:

From: Jim Rafferty of The River Casino & Sports Bar
Re: School Street parking lot

From: Laurie Ortolano
Re: Complaint

From: James P. Gerry, Director of NH Dept. of Revenue Administration
Re: Right to Know Request

From: Laurie Ortolano
Re: Public Comment



June 29, 2020

Dear Board of Aldermen,

I am writing to further address the abutters' concerns related to the 150-unit apartment building proposed for the School Street parking lot.

The leadership of Ace Hardware, Harbor Homes, the Lafayette Club, and the Polish American Club has each expressed to me their strong opposition to the project. An additional abutter with whom I have yet to speak, Phillip Walker, is also said to be actively opposed and has produced a petition with over 900 hundred signatures. This universal opposition is due to the injurious effect on parking for property owners and businesses if the project goes forward.

Several of us have met with Mayor Donchess to discuss the issue, including management of the River, Ace Hardware and Harbor Homes. Mayor Donchess does not share our opinion as he expressed that he believes there is plenty of parking for all. The gentrification of Nashua's downtown achieved by building a ground-up market rate building in this location seems to eclipse the needs of the property owners, and potentially the survival of the existing neighboring businesses.

Central to the discussion is the projected parking requirements of the development. The proposed plan is to lease 150 spots in the High Street garage to the residents of the 150 units. It is our belief that the residents will use far more than 150 parking spaces. If commonly utilized formulas for parking needs of multi-unit buildings are considered, each unit will require 1.5 – 1.9 parking spaces, or 225-285 spaces.

Currently, the High Street garage is 20-25% full at night, and with the additional parking use of the apartment residents, the garage will be effectively full. The 86 School Street spaces will have been eliminated, and the remaining spaces in the Factory Street lot (34 spaces) and the adjacent street parking will fall woefully short of the needs of the abutters.

This immense development will detrimentally impact each business, and some, including the River, do not believe they will survive the loss of parking. In the River's case, this will mean a loss of 48 good-paying jobs, hundreds of weekly visitors to downtown Nashua, more than \$488,000 raised annually for local charities, and more than \$300,000 in annual taxes paid. We ask that the Board of Aldermen, and the Committee on Infrastructure, review this development considering the losses to the abutting businesses.

I ask that this letter be added to the agenda of the next BOA meeting. Thank you, again, for your consideration.

Sincerely,

Jim Rafferty (52 Main Street, Apt. 404, Nashua, NH 03064)
The River Casino & Sports Bar
603-809-7106

Graham, Donna

From: Laurie Ortolano <laurieortolano@gmail.com>
Sent: Friday, June 26, 2020 10:50 AM
To: Board of Aldermen; Board of Assessors
Cc: Dean Shalhoup; Kim Houghton; Gerry, James
Subject: DRA Disciplinary Action against Jon Duhamel and Greg Turgiss
Attachments: 308.15 DRA Disciplinary disclosure.pdf

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

Kindly submit this letter as public comment.

Laurie Ortolano
41 Berkeley Street, Nashua

June 26, 2020

Board Members,

Attached is the disciplinary action taken by the DRA against Greg Turgiss and Jon Duhamel. The Assessing Standards Board adopted a new rule last year, Asb 308.15, that allows the DRA to publicly disclose the disciplinary action without disclosing the assessor's name.

I am able to identify them for several reasons. I wrote the PA-71 and know the charges I brought against each assessor. I filed against three assessors, Jon Duhamel, Gary Turgiss, and Greg Turgiss. The disciplinary actions do not match any of the complaints I brought against Gary Turgiss.

Additionally, the DRA certified personal list available on their website now has Greg Turgiss decertified and no longer listed as a Certified Property Assessor Supervisor. He is now listed as a Certified Property Assessor.

The DRA did an excellent job putting out as much information as possible without identifying the Assessor. RSA 21:j-14 does not allow release of the names of the individuals. However, the DRA included the Asb Rules violated. This was enormously helpful and beneficial to all of us.

The Attached document has the table provided from the DRA and the writing below as added by me to detail the Asb Rule violations.

Jon Duhamel received a 1 year suspension with conditions. This is pretty significant because he was charged under 304.04 (B) for not performing his duties as DRA certified property assessor supervisor in the oversight of the KRT update. Please refer to www.good-gov.org, my blog site and read "KRT Appraisal - Why didn't the City file a lawsuit post.

Also, both Assessors were charged with violating the Right-To-Know Law. The NHAAO also charged Right-to-Know violations. I have a lawsuit filed in Superior Court with 9 RTK violations cited. I may not win all of them, but I don't believe I will lose all of them. OUR CITY GOVERNMENT HAS A PROBLEM WITH DISCLOSURE OF PUBLIC DOCUMENTS. HOW WILL THE ALDERMEN ADDRESS THE PUBLIC'S ACCESS TO PUBLIC INFORMATION?

I have major concerns with Greg Turgiss's performance. I believe he should be terminated for cause.

Kim Kleiner continues to defend his performance and I simply don't understand this. I am concerned that she will continue to leave Greg Turgiss as the acting supervisor, in violation of the DRA's decertification. She claimed for the last year, that Mr. Turgiss was not acting in the capacity of a supervisor, but this simply was not true.

The infractions are as follows:

1. The Police report information received under RTK contained an interview with Larry Budreau. Attached. Ms. Kleiner was to issue a punishment for his sloppy work performance.
2. He changed the assessment at 74 Concord St without ever verifying that change was justified. He was unable to value defend his work or speak to the specifics of what he had done. A PA-71 has been filed. The City corrected the PRC after I identified the issue.
3. Mr. Turgiss assigned Mike Mandile over 60 abatements last year and this year when he was not yet a certified property assessor in violation of the state law. Only certified property assessors can review an abatement application and present an opinion of value to the Board of Assessor. A PA-71 has been filed.
4. Mr. Turgiss violated the law by not submitting a letter after Jon Duhamel left (It appears Jon Duhamel violated the law as well) to the DRA notifying them of the Assessor or Assessor supervisor responsible for Mike Mandile's training. That is included in the above PA-71.
5. Mr. Turgiss failed to perform the basic duty of communication with a property owner regarding his property record card. This is exactly what happened to me 2 years ago. Mr. Turgiss does not appear to have changed his ways. A PA-71 is being filed.

This employee is a major liability to the City and Ms. Kleiner has chosen to justify his performance and protect him every step of the way. Obviously, this calls into question her work performance. I am concerned that the City will not bother to document these infractions and use the information as cause for termination. We simply appear to give this employee a pass every time. This is no different than what the police do when they shield bad performance and allow bad officers to maintain their employment.

Finally, the Assessing Office no longer has a certified supervisor which I believe violates several Asb rules. Clearly, there are questions about the training and qualifications of our personnel. I called around to other cities and verified with the DRA certified personnel data in office around the state. Manchester has 4 assessors - all supervisory level. Keene, Portsmouth, Concord all have 2 to 3 supervisors. HOW IS THE CITY DEALING WITH THIS?

It has been a long road for me in addressing these issues and unfortunately, I have only travelled half of it. I am going to continue to call out performance and technical issues and request public information. I hope you all support me.

Graham, Donna

From: Kleiner, Kimberly
Sent: Friday, June 26, 2020 3:50 PM
To: Board of Assessors; Board of Aldermen
Cc: Legal Dept; Donchess, Jim; Lindner, Cheryl; Graham, Donna
Subject: FW: Right to know request
Attachments: 308.15 disclosure.pdf

Importance: High

Good Afternoon,

Please see the email below which was received from Director Gerry, NH Department of Revenue Administration, regarding an email you may have received this morning.

Thank you,
Kim

Kim Kleiner | Administrative Services Director



City of Nashua – Administrative Services Division

Assessing, GIS, HR, IT, Purchasing, Risk Mgmt.

229 Main Street, Nashua, NH 03060
Tel. (603) 589-3025

From: Gerry, James [<mailto:James.Gerry@dra.nh.gov>]
Sent: Friday, June 26, 2020 3:14 PM
To: Kleiner, Kimberly
Cc: Turgiss, Greg; Roth, Peter
Subject: Right to know request

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

Good Afternoon Kim,

This morning, the City of Nashua was sent an email from Mrs. Laurie Ortolano that contained an attachment with my name on it. We received a 91-A request from a taxpayer (not Laurie Ortolano) about any discipline the DRA has imposed on assessors. I am attaching what was sent to that taxpayer under Asb 308.15. Nashua was not identified nor were any individuals. As you know, the DRA does not comment on the disciplining of any specific individuals.

I was concerned when I saw the attachment sent by Mrs Ortolano as it contained information that did not come from the DRA. In fact, anything below my name, title and division on the attachment to Mrs. Ortolano's email was not generated by the DRA.

As the DRA does not comment on our discipline process I can't confirm who the individual(s) are, where the infractions occurred or the dates they were committed.

If you have any questions, please do not hesitate to call me.

Thank you.

Best Regards,

James

James P. Gerry, Director
NH Department of Revenue Administration
Municipal and Property Division
109 Pleasant Street
PO Box 487
Concord, NH 03302-0457
(603) 230-5960

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**State of New Hampshire
Department of Revenue Administration**

Public Disclosure pursuant to N.H. Admin. R., Asb 308.15

Year	Finding/Decision	Type of Discipline	Amount of Discipline	Asb Rule
2020	Consent	Decertified; remedial education	1-year demotion 4 continuing education courses.	308.05 308.09
2020	Consent	Decertified; remedial education	30-days decertified, but suspended for 1 year with conditions. 4 continuing education courses.	307.02(i) 304.04(b) 308.05 301.36(b)

June 24, 2020

*By: James P. Gerry
Director
Municipal & Property Division*

Graham, Donna

From: Laurie Ortolano <laurieortolano@gmail.com>
Sent: Thursday, July 02, 2020 7:22 AM
To: Board of Aldermen
Cc: Mayor's Office Email; Board of Assessors
Subject: Why the Public cannot trust Ms. Kleiner
Attachments: Board of Assessor 2020 By-Laws.pdf

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

Please submit this as a public comment email.

To: Board of Aldermen

Laurie Ortolano
41 Berkeley St.
Nashua, NH 03064

Why the public cannot trust Ms. Kleiner – she is a liar

I listened to the Board of Assessor meeting on June 25, 2020. There were some technical problems with sound quality so I missed part of the communication on adopting new by-laws which cover community input. Celia Leonard drafted new By-laws, attached, for the Board to adopt.

As you all know, the Board of Assessor is not accepting any public input, neither voice or email. They voted to accept emails at the June 4 2020 meeting, but outside of the meeting, they decided not to accept them. Email input I provided to the Board was not included in the June 25, 2020 meeting. I asked Chairman Hansberry why it was not included and he responded:

Laurie Ortolano <laurieortolano@gmail.com>

Dan

I submitted an email for public comment at the last BOA meeting. My email was addressed but not included. At the last meeting, you all agreed to accept emails as the Board of Aldermen does, but then sent an email to me stating that legal advised the Board that email do not have to be acknowledged or recognized for public comment.

Now I see the new guideline drafted by Celia Leonard allow public input and email correspondence.

Why was my email communication not accepted to public comment?

Laurie

Hansberry, Daniel

Dear Ms. Ortolano,

We are awaiting formal adoption by the Board of the proposed policies.

Regards,

Dan Hansberry

As you can see the new by-laws contain no information on accepting emails, in lieu of voice public comment. (I write in my above email, that the by-laws include email communication, but that is only if you are bringing an email to an open mic public meeting.) So, if this pandemic closes City Hall again, the Board of Assessor will, once again, accept no public comment. It is unacceptable that the Board will not accommodate the public for a pandemic and will only take public comments when "life is normal".

During the meeting, I emailed Ms. Kleiner and the follow chain ensued:

Laurie Ortolano <laurieortolano@gmail.com>

Yes, I can. Sorry it took me so long to respond. But it is better, some points are a bit garbled.

Can you tell what happened with the review of the by-laws? I had a very hard time hearing Celia and I didn't hear what the Board said. Have they been adopted and were there any changes recommended by the board?

Kleiner, Kimberly

They were tabled for further review until the next meeting.

Kim

Laurie Ortolano <laurieortolano@gmail.com>

to Mayor, Kimberly

Unbelievable. So the public still cannot give accepted public comment. So, it wasn't even a second reading. Just table. Crazy - so little in that office makes sense to me. What was the reason for tabling?

Laurie Ortolano <laurieortolano@gmail.com>

In other words, did the Board give a reason for tabling?

Kleiner, Kimberly

Ms. Ortolano,

The board was being respectful of input by tabling the item. You may submit any comments you have regarding the proposed rules by email to the board.

*Thank you,
Kim*

I have learned with Ms. Kleiner that she often is not truthful and I did not trust that the Board was welcoming public comment on the by-laws. Chairman Hansberry has sent so many confusing messages to me on this issue; I don't want to be harassed by him any longer. So, I waited for the Youtube video to be released and listened to the discussion.

As I thought, Ms. Kleiner lied about the Boards intent for tabling the by-laws. Attorney Leonard does a review of her work, makes a few small grammatical corrections, and is looking for the Board of make a motion for approval immediately.

Chairman Hansberry asks his Board what they want to do. Paul Bergeron:

"...I think we should table it until our next meeting,.. we have a pretty full agenda.. and let it sit there until our next meeting so we have a little more time to dig into the details, the punctuation, so forth..."

<https://youtu.be/n5GNJKyZn2U?t=885>

NO BOARD MEMBER INVITES THE PUBLIC TO COMMENT OR EXPRESSED ANY INTEREST IN PUBLIC INPUT. MR. BERGERON IS CONCERNED ABOUT THE FULL AGENDA (THEY ARE ACTING ON ABOUT 30 ABATEMENTS) AND WANTS THE BOARD TO DISCUSS IT LATER.

Since there is no community input, there is no public voice on this matter. Am I misunderstanding this? Why would I send an email to express my concerns with their policy when they fail to seriously address the communication? I have many concerns with their by-laws; I will post those on social media. I receive great ideas and good communication from the public; I receive nothing from the Board.

So, I am frustrated by Ms. Kleiner's twisting of the intent of tabling. She should not be misrepresenting the Board's intentions. That is not her job. My communication will not be recognized publicly and I see no evidence, based on my attempt to communicate with the Board, that my input would be welcomed, considered, or valued.

Ms. Kleiner is setting me up to be harassed and beat down by a Board that largely ignores my concerns.

This Board of Aldermen made a big mistake to back a Mayor who believed an unqualified person and a party loyalist could run an assessing office. Fake it to make it, folks.

Laurie



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: July 8, 2020

Re: Communication – Approval & Place on File - A Contract for NAI Norwood to assist as necessary on a case by case basis with the advisory and procurement/disposition of commercial real estate

The City has various commercial real estate needs from on-call advisory services to disposition or even the procurement of commercial real estate. The contract before you retains a local commercial brokerage firm to assist the City as necessary as a retained commercial broker.

For your review and consideration is a copy of the Professional Services Contract related to the services as anticipated with Exhibits outlining the scope and basis for fees, is attached. The contract is the City's standard Professional Services contract.

In 2019 the city released an RFP seeking proposals for the aforementioned services. Three responses were submitted to the City and a small review team consisting of the City's Corporation Counsel, Administrative Services Director and the Director of Economic Development Director met and interviewed two of the three groups. At the conclusion of the process it was decided NAI Norwood would be the best group to provide advisory and brokerage services. Coincidentally, they were the only local group to submit and the lowest proposed fee.

The contract is before the Board of Aldermen because it is envisioned to be multi-year. I am requesting the approval of the Board of Aldermen for the award of the attached contract.



CONTRACT FOR PROFESSIONAL SERVICES

RFP 0019-060419

PROFESSIONAL CONSULTING SERVICES FOR
REAL ESTATE BROKERAGE & MARKETING SERVICES

A CONTRACT BETWEEN

THE CITY OF NASHUA, 229 MAIN STREET, NASHUA, NH 03061-2019

AND

NAI NORWOOD GROUP

NAME AND TITLE OF SERVICE PROVIDER

WITH A PRINCIPAL ADDRESS AT

116 SOUTH RIVER ROAD BEDFORD, NH 03110

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;

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

WHEREAS, Service Provider represents it is 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 (together, the "Contract" or "contract"):

- Exhibit A-- General Conditions for Contracts
- Exhibit B—Summary & Scope of Work

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.

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 and attached hereto as Exhibit B, Summary & Scope of Work.

3. PERIOD OF PERFORMANCE. Service Provider shall perform and complete all work within one (1) year of the effective date of the Contract and can be extended for up to two (2) one-year (1-year) periods upon written agreement of both parties. The time periods set forth may only be altered by the parties by a written agreement or by termination in accordance with the terms of the Contract. Service Provider shall begin performance upon receipt of the **signed contract.**

4. COMPENSATION. Service Provider agrees to perform the work in Exhibit B, Summary & Scope of Work for the compensation provided in Exhibit B.

Unless Service Provider has received a written exemption from the City, Service Provider shall submit requests for payment for services performed under this agreement directly to

**City of Nashua
Attn: Accounts Payable
PO Box 2019
Nashua, NH 03061-2019**

To facilitate the proper and timely payment of applications, the City of Nashua requires that all invoices contain a valid **PURCHASE ORDER NUMBER, if applicable.**

If applicable, 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 will pay for work satisfactorily completed by Service Provider in accordance with this Agreement. The City will pay Service Provider all undisputed portions of Service Provider's invoices within **30** days of receipt by the City of the submitted invoice forms and progress reports, unless otherwise collected at settlement as outlined in Exhibit B. The City will make no payments until the invoice forms and progress reports have been submitted and approved. If the City disagrees with any portion of an invoice, it shall notify Service Provider in writing of the amount in dispute and the specific reason for the objection within 10 days of the receipt of invoice. The City shall pay the undisputed portion of the invoice as specified above.

5. **EFFECTIVE DATE OF CONTRACT.** The Contract shall become effective upon approval by the City of Nashua Board of Aldermen.

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 REPRESENTATIVE:

Tim Cummings, Director
Economic Development Division
Office of the Mayor – City Hall
229 Main Street
Nashua, NH 03060

REPRESENTATIVE:

Chris Norwood, President
NAI Norwood Group

116 South River Road
Bedford, NH 03110

City of Nashua may add additional POCs

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 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)



Service Provider (signature)

James W. Donchess, Mayor
(Printed Name and Title)

Chris Norwood President
(Printed Name and Title)

Date

7/8/20

Date

EXHIBIT A TABLE OF
CONTENTS GENERAL
CONDITIONS

1. DEFINITIONS	GC--3
2. SERVICE PROVIDER STATUS AND PROVISION OF WORKERS' COMPENSATION COVERAGE	GC--3
3. STANDARD OF CARE	GC--3
4. CITY REPRESENTATIVE	GC--4
5. CHANGES TO SCOPE OF WORK	GC--4
6. CITY COOPERATION	GC--4
7. DISCOVERY OF CONFLICTS, ERRORS, OMISSIONS, AMBIGUITIES, OR DISCREPANCIES	GC--5
8. TERMINATION OF CONTRACT	GC--5
9. DISPUTE RESOLUTION	GC--7
10. NO DAMAGES FOR DELAY	GC--7
11. INSURANCE	GC--7
12. INDEMNIFICATION	GC--8
13. FISCAL CONTINGENCY	GC--8
14. COMPENSATION	GC--8
15. COMPLIANCE WITH APPLICABLE LAWS	GC--9
16. NONDISCRIMINATION	GC--9
17. FEDERAL SUBCONTRACTING REQUIREMENTS	GC--9
18. ENDORSEMENT	GC--10
19. ASSIGNMENTS, TRANSFER, DELEGATION, OR SUBCONTRACTING	GC--10
20. CITY INSPECTION OF CONTRACT MATERIALS	GC--10
21. DISPOSITION OF CONTRACT MATERIALS	GC--10
22. PUBLIC RECORDS LAW, COPYRIGHTS, AND PATENTS	GC--11
23. FINAL ACCEPTANCE	GC--11
24. TAXES	GC--11
25. NON-WAIVER OF TERMS AND CONDITIONS	GC--12
26. RIGHTS AND REMEDIES	GC--12
27. PROHIBITED INTERESTS	GC--12
28. THIRD PARTY INTERESTS AND LIABILITIES	GC--12

29. SURVIVAL OF RIGHTS AND OBLIGATIONS	GC--13
30. SEVERABILITY	GC--13
31. MODIFICATION OF CONTRACT AND ENTIRE AGREEMENT	GC--13
32. CHOICE OF LAW AND VENUE	GC--13

GENERAL CONDITIONS

1. **DEFINITIONS.** Unless otherwise required by the context, "Service Provider" includes any of the Service Provider's consultants, sub consultants, contractors, and subcontractors

2. **SERVICE PROVIDER STATUS AND PROVISION OF WORKERS' COMPENSATION COVERAGE.** 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 and Service Provider, and nothing in this Contract shall create any contractual relationship between the City and Service Provider's consultants, sub consultants, contractors, or subcontractors. The parties also agree that Service Provider is not a City employee and that there shall be no:

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

Service Provider agrees, if not exempt, to maintain required workers' compensation coverage throughout the entire term of the contract. If Service Provider does not maintain coverage throughout the entire term of the contract, Service Provider agrees that City may, at any time the coverage is not maintained by Service Provider, order the Service Provider to stop work, suspend the contract, or terminate the contract. For each six-month period this contract is in effect, Service Provider agrees, prior to the expiration of the six-month period, to provide another written request to its insurer for the provision of a certificate and notice of lapse in or nonpayment of coverage. If Service Provider does not make the request or does not provide the certificate before the expiration of the six-month period, Service Provider agrees that City may order the Service Provider to stop work, suspend the contract, or terminate the contract.

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's 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 may have, Service Provider shall, at its own expense and without additional compensation, re-perform work to correct or revise any 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 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 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'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 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, except in the event of termination of employment. Service Provider shall, if requested to do so by the City, remove from the job any personnel whom the City determines to be incompetent, dishonest, or uncooperative.

4. **CITY REPRESENTATIVE.** The City may designate a City 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 Representative.

5. **CHANGES TO SCOPE OF WORK.** The City 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 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 to be able to adequately analyze the proposal. The City 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 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 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 to be able to adequately analyze the proposal. The City 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 in writing approves the change. Unless otherwise agreed to in writing, the provisions of this contract shall apply to all changes. The City may provide verbal approval of a change when the City, 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 no later than the next business day. Any change undertaken without prior City approval shall not be compensated and is, at the City's election, sufficient reason for contract termination.

6. **CITY COOPERATION.** The City 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 also agrees to provide Service Provider with access to City records in a reasonable time and manner and to schedule items that require City board or committee

action in a timely manner. The City and Service Provider also agree to attend all meetings called by the City 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.

7. DISCOVERY OF CONFLICTS, ERRORS, OMISSIONS, AMBIGUITIES, OR DISCREPANCIES. The City shall furnish to Service Provider all information and technical data in the City's possession or control reasonably required for the proper performance of the services. Service Provider shall be entitled to reasonably rely without independent verification upon the information and data provided by the city or obtained from generally accepted sources within the industry, except to the extent such verification by Service Provider is expressly required as a defined part of the Services.

Service Provider will endeavor in good faith, as needed, to obtain from the appropriate authorities their interpretation of applicable codes and standards and will apply its professional judgment in interpreting the codes and standards as they apply to the Project at the time of performance of the Services. Notwithstanding the above, the Parties agree that, as the Project progresses, such codes or standards may change or the applicability of such codes or standards may vary from Service Providers original interpretation through no fault of Service Provider and that additional costs necessary to conform to such changes or interpretation during or after execution of the Services will be subjected to an equitable adjustment in the Compensation and Project Schedule.

All future questions Service Provider may have concerning interpretation or clarification of this contract shall be submitted in within 10 calendar days of their arising. The contract shall state clearly and in full detail the basis for Service Provider's question or portion. The City representative shall render a decision with 15 calendar days. The City's decision on the matter is final. At all times, Service Provider shall carry on the work under this contract and maintain and complete work in accordance with the requirement of the contract or determination of the City. Service Provider is responsible, pursuant to the standard of care, for requesting clarification or interpretation in the event it discovers a conflict, error or omission or discrepancy in the contract documents, and is liable for its direct costs or expense to the extent caused by its failure to do so.

Service Provider shall be responsible for its performance and that of Service Provider's lower-tier subcontractors and vendors.

8. TERMINATION OF CONTRACT

A. TERMINATION, ABANDONMENT, OR SUSPENSION AT WILL. The City, 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 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 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 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 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 on 10 calendar day's written notice to Service Provider in the event of a failure by Service Provider to adhere to all the terms and conditions of the contract or for failure to satisfactorily, in the sole opinion of the City, pursue the project or to complete work in a timely and professional manner. Service Provider shall be given an opportunity for consultation with the City 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 fails to pay Service Provider for 30 days after the date of approval of any submitted invoice forms and progress reports.

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 by reasons of Service Provider's failure. Service Provider shall not be relieved of liability to the City for damages sustained from the failure, and the City may withhold any payment to the Service Provider until such time as the exact amount of damages due to the City is determined. All claims for payment by the Service Provider must be submitted to the City within 30 days of the effective date of the notice of termination.

If after termination for the failure of Service Provider to adhere to all the terms and conditions of the contract or for failure to satisfactorily, in the sole opinion of the City, pursue the project or to complete 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 shall make an equitable adjustment in the compensation paid to Service Provider. The adjustment shall include a reasonable profit for services or other work performed up to the effective date of termination less all previous payments.

C. GENERAL PROVISIONS FOR TERMINATION. Upon termination of the contract, the City may take over the work and prosecute it to completion by agreement with another party or otherwise.

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.** Any dispute not within the scope of section 7 or section 8 shall be resolved under this paragraph. 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 Representative and a Service Provider representative. At all times and as long as the City is in compliance with its payment obligations to Service Provider of undisputed amounts, 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. If the dispute is not resolved within 60 days, either party pursue its remedies pursuant to 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 may provide, except when the city request Service Provider to provide over time or expend additional resources to complete the work and such delay is not the result of Service Providers negligent acts, errors or omissions.

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;

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 issues the notice of award. The City of Nashua requires thirty days written notice of cancellation of coverage. The certificates and endorsements for each insurance policy must be signed by a person authorized by the insurer and who is authorized 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 above \$100,000.00 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 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, to the extent caused by Service Provider or anyone employed, directed, or supervised by Service Provider.

12. INDEMNIFICATION Regardless of any coverage provided by any insurance, Service Provider agrees to indemnify and shall defend and hold harmless the City, 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, reasonable attorney's fees, costs and expenses to the extent caused by 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, defense and hold harmless obligations, or portions thereof, shall not apply to liability to the extent 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 the necessary funds. This contract shall terminate and the City's obligations under it shall be extinguished at the end of any fiscal year in which the City 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 under this contract that are not paid to Service Provider shall automatically revert to the City's discretionary control upon the completion, termination, or cancellation of the agreement. The City 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. If Applicable, review by the City of Service Provider's submitted monthly invoice forms and progress reports for payment will be promptly accomplished by the City. If the City disagrees with any portion of an invoice or requires additional information, it shall notify Service Provider in writing of the amount in dispute and the specific reason for the objection within 10 days of receipt of invoice and The City shall pay all undisputed invoices of Service Provider in full within **30 days** 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 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 41 C.F.R. § 60-1.4, and the clause entitled "Equal Opportunity Clause" which, by reference, is incorporated into this contract, to 41 C.F.R. § 60-250 et seq. and the clause entitled "Affirmative Action Obligations of Service Providers and Subcontractor for Disabled Veterans and Veterans of the Vietnam Era," which, by reference, is incorporated in this contract, and to 41 C.F.R. § 60-471 and the clause entitled "Affirmative Action Obligations of Service Providers and Subcontractors for Handicapped Workers," which, by this reference, is incorporated in 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. FEDERAL SUBCONTRACTING REQUIREMENTS. If Service Provider awards a subcontract under this contract, Service Provider, if applicable, shall use the following alternative steps:

- A. Using the services of the Small Business Administration and the Minority Business Development Agency of the United States Department of Commerce, as appropriate; and
- B. Requiring the subcontractor, if it awards subcontracts, to take the affirmative steps set forth in paragraph A.

18. 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.

19. 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. Any such assignment, transfer, delegation, or subcontracting without the prior written consent of the City is void. Any consent of the City 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.

20. 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, 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.

21. DISPOSITION OF CONTRACT MATERIALS. Except for pre-existing works and/or other intellectual property owned by 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 shall be the exclusive property of the City and all such materials shall be remitted and delivered, at Service Provider's expense, by Service Provider to the City upon completion, termination, or cancellation of this contract. Alternatively, if the City 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, in writing, requests any or all of the materials, then Service Provider shall promptly remit and deliver the materials to the City. 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. Service Provider shall not be responsible for any claims of the use of such materials by the City for any other purpose than that which is expressly set forth under this Contract.

22. PUBLIC RECORDS LAW, COPYRIGHTS, AND PATENTS. Excluding Services Provider's preexisting work or intellectual property, Service Provider expressly agrees that all documents ever submitted, filed, or deposited with the City by Service Provider (including those remitted to the City by Service Provider pursuant to paragraph 21), 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 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 or any of its officers or employees, in either their official or individual capacity, 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, 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.

23. *INTENTIONALLY OMITTED.*

24. *INTENTIONALLY OMITTED.*

25. **NON-WAIVER OF TERMS AND CONDITIONS.** None of the terms and conditions of this contract shall be considered waived by the City. 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 in a written waiver.

26. **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.

27. **PROHIBITED INTERESTS.** Service Provider shall not allow any officer or employee of the City to have any indirect or direct interest in this contract by way of employment through Service Provider. Service Provider warrants that no officer or employee of the City has any direct or indirect interest, whether contractual, non-contractual, 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. 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 determines that a conflict exists and was not disclosed to the City, 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 may terminate the contract at will or for cause in accordance with paragraph 8. Upon termination, Service Provider shall refund to the City any profits realized under this contract, and Service Provider shall be liable to the City for any costs incurred by the City in completing the work described in this contract. At the discretion of the City, 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 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 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 under this contract or at law.

28. THIRD PARTY INTERESTS AND LIABILITIES. The City 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 and Service Provider.

29. 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.

30. 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.

31. MODIFICATION OF CONTRACT AND ENTIRE AGREEMENT. This contract constitutes the entire contract between the City 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.

32. CHOICE OF LAW AND VENUE. This contract shall be governed and construed in accordance with the law of the State of New Hampshire. Any action, complaint, cause of action, or other form of litigation, in law or in equity, arising out of this Agreement, the work performed or to be performed hereunder, or which is in any way referable hereto shall be brought in the

New Hampshire Superior Court for the Southern District of Hillsborough County or in the New Hampshire 9th Circuit Court situate in Nashua, New Hampshire and not elsewhere.

Exhibit B

Summary & Scope of Work

City of Nashua through the Office of Economic Development

Professional Services related to Commercial Real Estate Brokerage and Marketing Services

Summary

The purpose of this assignment is to provide marketing and brokerage services to the City of Nashua ("Owner"), through the Office of Economic Development related to the disposition of selected property.

Scope of Work

The Service Provider is hereby authorized to conduct the following Scope of Work, collectively defined as "Exclusive Listing Services". The services will be inclusive of the following obligations for both the Service Provider as well as the City of Nashua:

1. **Commissions:** Owner agrees to pay a commission at the rates set below if (a) during the term of the Contract the Broker, Owner or any other party, finds a purchaser, assignee or nominee, who is ready, willing and able to purchase the property in accordance with the terms and conditions of this Agreement, or such other terms and conditions as may be acceptable to Owner; or, (b) within 180 days after the termination of this agreement Owner is party to a binding Purchase and Sales agreement on the Property to any Qualifying Prospect. A Qualifying Prospect shall be any Buyer, identified in writing to Owner no later than 15 days after the termination of this agreement.

During the term of the Contract and as set forth above, commission is due and payable upon Owner approving a purchase and sale agreement with a ready willing and able buyer under terms and conditions agreeable to Owner. Commissions are collected at settlement, or lease signing.

The fee for leasing is 5% of base rent for the first five years of the lease and 2% of base rent for any additional years thereafter. This would be for the initial term of the lease only. No change in the above fee for a co-broke situation. In the event of a co-broke, Broker will split commission 50/50.

The fee for selling will be 6% of the first \$1,000,000 of purchase price; 5% of the purchase price between \$1,000,001 and \$2,000,000 and 4% of the purchase price

above \$2,000,000.1. No change in the above fee for a co-broke situation. In the event of a co-broke, Broker will split commission 50/50.

If the final sale price or final lease rate is less than 75% of Asking Price: the Broker's commission shall be 75% of the original asking price multiplied by the above commission rates.

2. Authority of Broker: The Broker is authorized to use reasonable efforts to procure a ready willing and able buyer for the Property in accordance with the terms and conditions of the Contract.

Owner agrees that the Broker, when requested by other agents or prospects, may disclose the existence of other offers on the Property.

The Broker is hereby authorized to:

- Place signage on the Property.
- Place information about the Property on the Internet and/or Multiple Listing Services.
- Advertise the Property in print media.
- Release data about the transaction, such as parties to the transaction, location and square footage as press releases and/or databases for statistical purposes.
- Owner acknowledges that Broker will enter this data into "NNEREN" within 15 days of this agreement and will put the name of the Owner as "On File".

3. Acknowledgements and Obligations of Owner: Owner agrees to cooperate with Broker in effecting the sale of the Property and to immediately refer to Broker all inquiries of anyone interested in the Property. All negotiations are to be through the Broker.

Owner represents that Owner is the legal owner of the Property and has the right to enter into this Contract.

Owner acknowledges that Broker has made no guarantee of procuring a ready, willing and able buyer for the Property.

Owner agrees to disclose to the Broker all information concerning the Property including: Income and expenses, the existence of asbestos, radon, PCB transformers, mold, underground storage tanks, lead paint, history of methamphetamine laboratory use, septic systems and water problems or any information concerning the property be they adverse or otherwise. The duty to disclose is ongoing and if the Owner discovers additional information concerning the condition of the Property, the Owner shall promptly disclose the additional information to Broker.

Owner acknowledges that Broker is being retained solely as a real estate agent and not as an attorney, tax advisor, lender, appraiser, surveyor, architect, contractor or any other professional service provider. Owner has been advised to seek professional

advice for any non-brokerage services. Broker shall not be liable for any action, inaction, failure, negligence, error or omission of any other professional service provider.

It shall not be the responsibility of the Broker to determine the qualifications and creditworthiness of any buyer with whom Owner may enter into a Purchase and Sales agreement. Owner waives any claims it may have against Broker resulting from any Owner losses and liabilities, which Owner may hereafter suffer by entering into a Purchase and Sales agreement with any buyer.

Owner agrees to allow Broker to cooperate with licensees from other firms who accept Buyer Agency (also known as Tenant Representation) and Facilitator agreements. Owner understands that Broker may represent buyers of who also have interest in the Property. In those circumstances, Broker shall fully inform Owner and provide Owner the opportunity to proceed under a Disclosed Dual Agency agreement.

Property (ies)

The City of Nashua shall enter into from time to time an "Exclusive Listing Services" Agreement for a specific property. At this time it will be the following "Property(ies)":

44 Broad Street, Nashua NH at a list price of \$525,000

*It should be noted that other properties may be added.

A handwritten signature in black ink, appearing to be the initials 'CE' or similar, located in the bottom right corner of the page.

**PETITION
FOR
STREET DISCONTINUANCE**

TO THE HONORABLE BOARD OF ALDERMEN OF THE CITY OF NASHUA:

Pursuant to the Nashua Revised Ordinances, Chapter 285, Article III, Sections 23-25, the undersigned requests that the following described portion of:

Palm Street

be discontinued from public dedication or use:

Beginning at a point in the west line of Palm Street at the north west corner of the within described parcel, said point also being the northeast corner of Lot 35 Sheet 99, thence;

1. N 88°-18'-38" E a distance of forty and 00/100 feet (40.00) to a point in the east line of Palm Street, thence;
2. S 01°-41'-22" E a distance of fifteen and 38/100 feet (15.38') to a point at the southeast terminus of Palm Street, thence;
3. By a curve to the left having a radius of 1935 feet a distance of seventy and 33/100 feet (70.33') to a point at the southwest corner of Palm Street, thence;
4. N 01°-41'-22" W a distance of seventy three and 22/100 (73.22") to the point of beginning.

Said discontinuance of Palm Street is shown on a plan titled "Street Discontinuance Plan Palm Street adjacent to Sheet 99/Lot 35, 137 Palm Street, Nashua, New Hampshire" Prepared For Theresa Corriveau Revocable Trust, and Palms Edge, LLC, dated November 27, 2019, Prepared by Maynard & Paquette Engineering Associates, LLC.

5.

PETITION/STREET DISCONTINUANCE:

The street discontinuance is being petitioned by: ARIAN CORRIVEAU

603 880-9998

Telephone Number

1/10/2020
Date

CORRIVEAU KEALEY TRUST

Petitioner

17 MARSHALL ST, NASHUA 03060

Address

The petitioner has submitted a reproducible plan of the proposed street discontinuance showing the abutting owners, the location of the new proposed property lines, any existing utilities and the new bounds to be set.

Plan and Petition received

[Signature]
CITY CLERK

1/30/2020
DATE

The foregoing petition () is () is not Recommended for approval:

The foregoing petition () is () is not recommended for approval:

CITY ENGINEER

DATE

CHAIRMAN, NASHUA PLANNING BOARD

DATE

Petition introduced at Board of Aldermen Meeting _____

DATE

Public Hearing conducted by the Committee on Infrastructure:

DATE

TIME

PLACE

In accordance with Chapter 285, Article III, Sections 23-25, the foregoing petition was granted, conditional on the petitioner's recording the plan in the Hillsborough County Registry of Deeds, by the Board of Aldermen and Mayor on _____

DATE

Attest: _____

DATE

CITY CLERK

5.

PETITION/STREET DISCONTINUANCE:

The street discontinuance is being petitioned by: ARIAN CORRIVEAU

603 880-9988

Telephone Number

1/10/2020

Date

CORRIVEAU KEALEY TRUST

Petitioner

17 MARSHALL ST, NASHUA 03060

Address

The petitioner has submitted a reproducible plan of the proposed street discontinuance showing the abutting owners, the location of the new proposed property lines, any existing utilities and the new bounds to be set.

Plan and Petition received

[Signature]
CITY CLERK

1/30/2020
DATE

The foregoing petition (x*) is () is not Recommended for approval:

[Signature]

04/30/2020

CITY ENGINEER

DATE

The foregoing petition (x*) is () is not recommended for approval:

[Signature]

4 May 2020

CHAIRMAN, NASHUA PLANNING BOARD

DATE

*Conditioned on 1) addressing City Engineer's 04-22-2020 plan markups, and 2) granting proposed "24' Public and Emergency Access Easement (Palm Street to Ash Street)" to the City prior to, concurrent with, or as a condition of the discontinuance.

Petition introduced at Board of Aldermen Meeting

DATE

Public Hearing conducted by the Committee on Infrastructure:

DATE

TIME

PLACE

In accordance with Chapter 285, Article III, Sections 23-25, the foregoing petition was granted, conditional on the petitioner's recording the plan in the Hillsborough County Registry of Deeds, by the Board of Aldermen and Mayor on

DATE

Attest:

DATE

CITY CLERK

Abutters List
Palm Street & Ash Street
Lots 31, 35 & 69/Sheet 99
(J-11134)

Lot 69/Sheet 99
Palms Edge LLC
P.O. Box 94
Hollis, NH 03049

Lots 29, 31, 35 & 36/Sheet 99
Theresa Corriveau Revocable Trust
3 Dawn Street
Nashua, NH 03064-1924

Lot 30/Sheet 99
Lake Street Business Condo's
c/o Joe Valente
163 Main Street – Suite 201
Salem, NH 03079

Lot 62/Sheet 99
Matthew F. Gerlach
19 Old Runnells Bridge Road
Hollis, NH 03049

Lot 3/Sheet 99
117 Vine Street, LLC
117 Vine Street
Nashua, NH 03060

Lot 58/Sheet 99
Manuel & Helena A. Corga
15 Nevada Street
Nashua, NH 03060-4530

Lot 7/Sheet 99
Jennifer Snow
114 ½ Ash Street
Nashua, NH 03060

Lot 67/Sheet 99
Steve & Cynthia Hull
160 Pine Street
Nashua, NH 03060

Lots 53, 54 & 65/Sheet 99
Nashua Housing Authority
40 East Pearl Street – 1st Floor
Nashua, NH 03060

Lot 56/Sheet 99
St. Laurent One Family Trust
7 Mapleleaf Drive
Nashua, NH 03062

Lot 37/Sheet 99
Maria Giakoumakis
P.O. Box 634
Windham, NH 03087

Maynard & Paquette Eng. Assoc., LLC
31 Quincy Street
Nashua, NH 03060

LEGEND

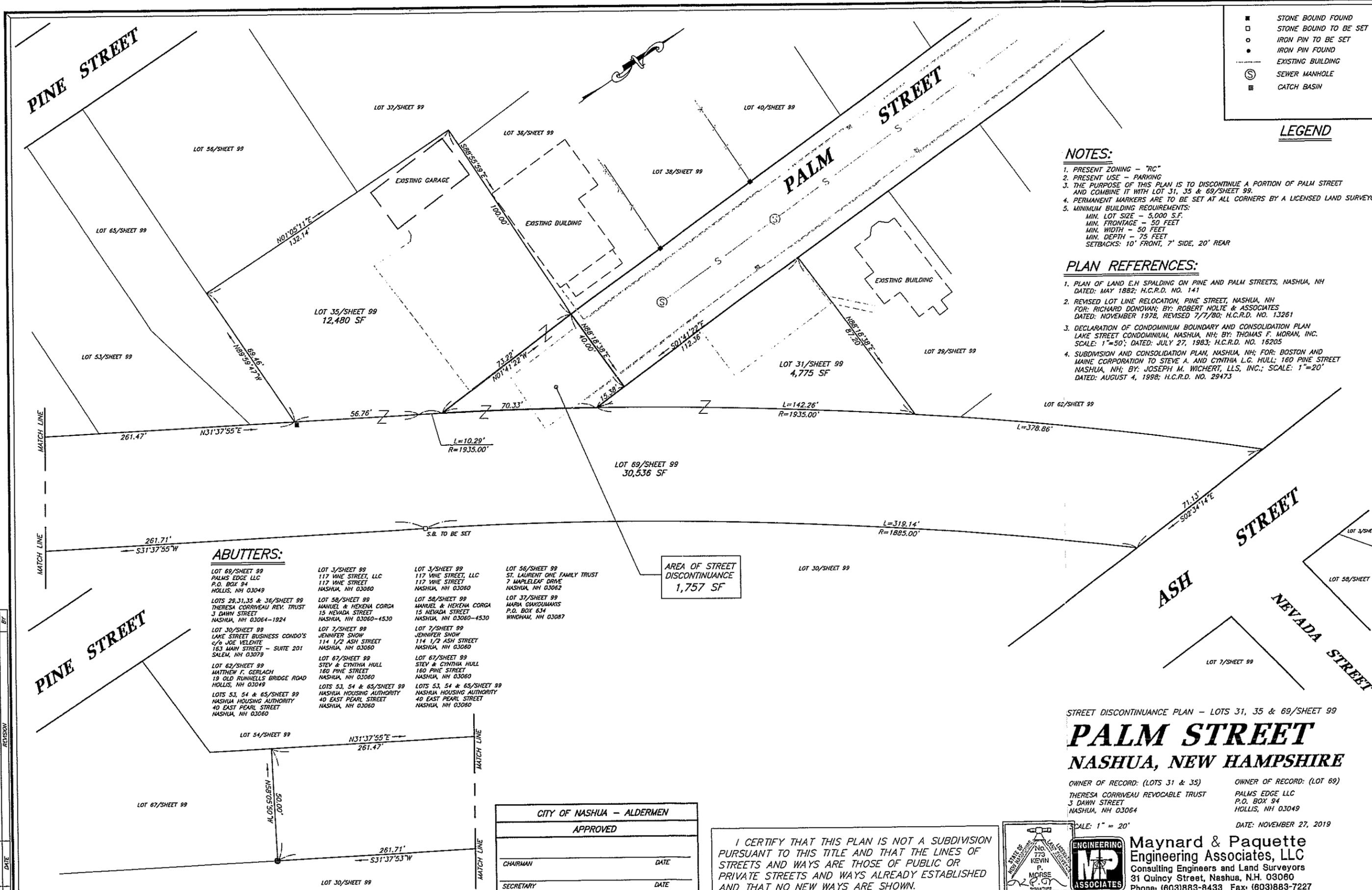
- STONE BOUND FOUND
- STONE BOUND TO BE SET
- IRON PIN TO BE SET
- IRON PIN FOUND
- EXISTING BUILDING
- ⊙ SEWER MANHOLE
- CATCH BASIN

NOTES:

1. PRESENT ZONING - "RC"
2. PRESENT USE - PARKING
3. THE PURPOSE OF THIS PLAN IS TO DISCONTINUE A PORTION OF PALM STREET AND COMBINE IT WITH LOT 31, 35 & 69/SHEET 99.
4. PERMANENT MARKERS ARE TO BE SET AT ALL CORNERS BY A LICENSED LAND SURVEYOR.
5. MINIMUM BUILDING REQUIREMENTS:
 MIN. LOT SIZE - 5,000 S.F.
 MIN. FRONTAGE - 50 FEET
 MIN. WIDTH - 50 FEET
 MIN. DEPTH - 75 FEET
 SETBACKS: 10' FRONT, 7' SIDE, 20' REAR

PLAN REFERENCES:

1. PLAN OF LAND E.H. SPALDING ON PINE AND PALM STREETS, NASHUA, NH DATED: MAY 1882; H.C.R.D. NO. 141
2. REVISED LOT LINE RELOCATION, PINE STREET, NASHUA, NH FOR: RICHARD DONOVAN; BY: ROBERT NOLTE & ASSOCIATES DATED: NOVEMBER 1978, REVISED 7/7/80; H.C.R.D. NO. 13261
3. DECLARATION OF CONDOMINIUM BOUNDARY AND CONSOLIDATION PLAN LAKE STREET CONDOMINIUM, NASHUA, NH; BY: THOMAS F. MORAN, INC. SCALE: 1"=50'; DATED: JULY 27, 1983; H.C.R.D. NO. 16205
4. SUBDIVISION AND CONSOLIDATION PLAN, NASHUA, NH; FOR: BOSTON AND MAINE CORPORATION TO STEVE A. AND CYNTHIA L.G. HULL; 180 PINE STREET NASHUA, NH; BY: JOSEPH M. WICHERT, LLS, INC.; SCALE: 1"=20' DATED: AUGUST 4, 1998; H.C.R.D. NO. 29473



ABUTTERS:

- | | | | |
|---|--|--|--|
| <p>LOT 69/SHEET 99
PALMS EDGE LLC
P.O. BOX 94
HOLLIS, NH 03049</p> <p>LOTS 28, 31, 35 & 36/SHEET 99
THERESA CORRIVEAU REV. TRUST
3 DAWN STREET
NASHUA, NH 03064-1924</p> <p>LOT 30/SHEET 99
LAKE STREET BUSINESS CONDO'S
C/O JOE VELENTE
163 MAIN STREET - SUITE 201
SALEM, NH 03079</p> <p>LOT 67/SHEET 99
MATTHEW F. GERLACH
19 OLD RUNNELLS BRIDGE ROAD
HOLLIS, NH 03049</p> <p>LOTS 53, 54 & 65/SHEET 99
NASHUA HOUSING AUTHORITY
40 EAST PEARL STREET
NASHUA, NH 03060</p> | <p>LOT 3/SHEET 99
117 VINE STREET, LLC
117 VINE STREET
NASHUA, NH 03080</p> <p>LOT 58/SHEET 99
MANUEL & HEKENA CORGA
15 NEVADA STREET
NASHUA, NH 03060-4530</p> <p>LOT 7/SHEET 99
JENNIFER SNOW
114 1/2 ASH STREET
NASHUA, NH 03060</p> <p>LOT 67/SHEET 99
STEVE & CYNTHIA HULL
180 PINE STREET
NASHUA, NH 03060</p> <p>LOTS 53, 54 & 65/SHEET 99
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40 EAST PEARL STREET
NASHUA, NH 03060</p> | <p>LOT 3/SHEET 99
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JENNIFER SNOW
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NASHUA, NH 03060</p> <p>LOT 67/SHEET 99
STEVE & CYNTHIA HULL
180 PINE STREET
NASHUA, NH 03060</p> <p>LOTS 53, 54 & 65/SHEET 99
NASHUA HOUSING AUTHORITY
40 EAST PEARL STREET
NASHUA, NH 03060</p> | <p>LOT 56/SHEET 99
ST. LAURENT ONE FAMILY TRUST
7 MAPLELEAF DRIVE
NASHUA, NH 03062</p> <p>LOT 37/SHEET 99
MARIA GHAKOUYAKIS
P.O. BOX 634
WINDHAM, NH 03087</p> |
|---|--|--|--|

AREA OF STREET DISCONTINUANCE
1,757 SF

STREET DISCONTINUANCE PLAN - LOTS 31, 35 & 69/SHEET 99

**PALM STREET
NASHUA, NEW HAMPSHIRE**

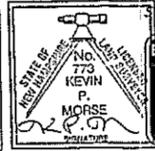
OWNER OF RECORD: (LOTS 31 & 35)
THERESA CORRIVEAU REVOCABLE TRUST
3 DAWN STREET
NASHUA, NH 03064

OWNER OF RECORD: (LOT 69)
PALMS EDGE LLC
P.O. BOX 94
HOLLIS, NH 03049

DATE: NOVEMBER 27, 2019

CITY OF NASHUA - ALDERMEN	
APPROVED	
CHAIRMAN	DATE
SECRETARY	DATE

I CERTIFY THAT THIS PLAN IS NOT A SUBDIVISION PURSUANT TO THIS TITLE AND THAT THE LINES OF STREETS AND WAYS ARE THOSE OF PUBLIC OR PRIVATE STREETS AND WAYS ALREADY ESTABLISHED AND THAT NO NEW WAYS ARE SHOWN.



**Maynard & Paquette
Engineering Associates, LLC**
Consulting Engineers and Land Surveyors
31 Quincy Street, Nashua, N.H. 03060
Phone: (603)883-8433 Fax: (603)883-7227

KPM	APB	DESIGNED	DRAFTED	CHECKED	APPROVED	BOOK & PAGE	REVISION	SIZE	D	11134
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MAYNARD & PAQUETTE ENGINEERING ASSOCIATES, LLC

PINE STREET

PALM STREET

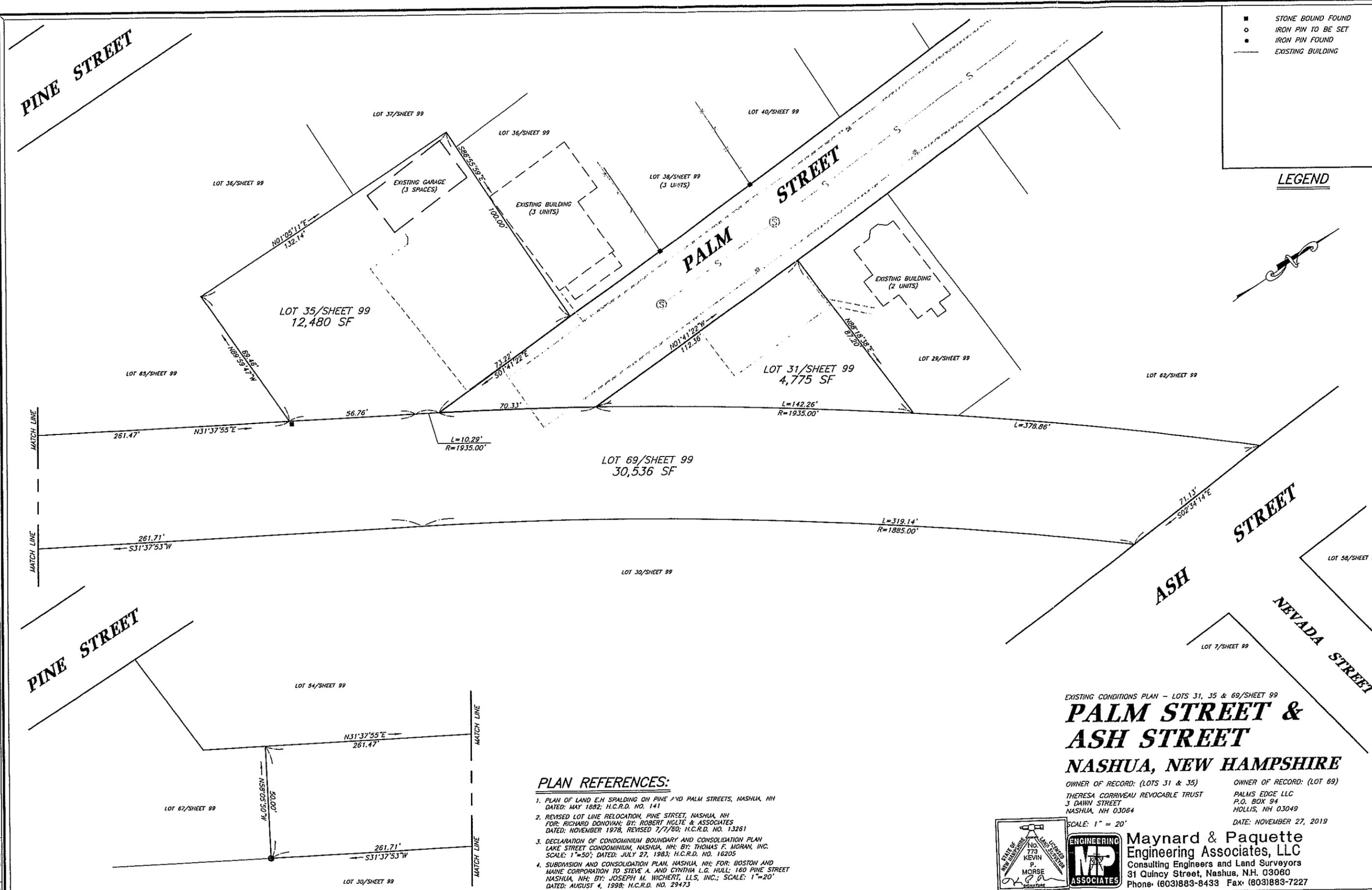
ASH STREET

NEVADA STREET

LEGEND

- STONE BOUND FOUND
- IRON PIN TO BE SET
- IRON PIN FOUND
- EXISTING BUILDING

NO.	DATE	REVISION	BY



- PLAN REFERENCES:**
1. PLAN OF LAND E.H. SPALDING ON PINE AND PALM STREETS, NASHUA, NH DATED: MAY 1882; H.C.R.D. NO. 141
 2. REVISED LOT LINE RELOCATION, PINE STREET, NASHUA, NH FOR: RICHARD DONOVAN; BY: ROBERT HOLTE & ASSOCIATES DATED: NOVEMBER 1978, REVISED 7/7/80; H.C.R.D. NO. 13261
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EXISTING CONDITIONS PLAN - LOTS 31, 35 & 69/SHEET 99
PALM STREET & ASH STREET
 NASHUA, NEW HAMPSHIRE

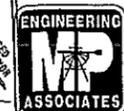
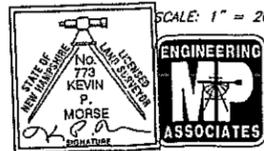
OWNER OF RECORD: (LOTS 31 & 35) THERESA CORRIVEAU REVOCABLE TRUST
 3 DAWN STREET
 NASHUA, NH 03084

OWNER OF RECORD: (LOT 69) PALMS EDGE LLC
 P.O. BOX 94
 HOLLIS, NH 03049

DATE: NOVEMBER 27, 2019

SCALE: 1" = 20'

Maynard & Paquette Engineering Associates, LLC
 Consulting Engineers and Land Surveyors
 31 Quincy Street, Nashua, N.H. 03060
 Phone: (603)883-8433 Fax: (603)883-7227



KPM	APB				D	11134
DESIGNED	DRAFTED	CHECKED	APPROVED	BOOK & PAGE	REVISION	SIZE

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 MAYNARD & PAQUETTE ENGINEERING ASSOCIATES, LLC
 DWG. NO. 1 OF 1

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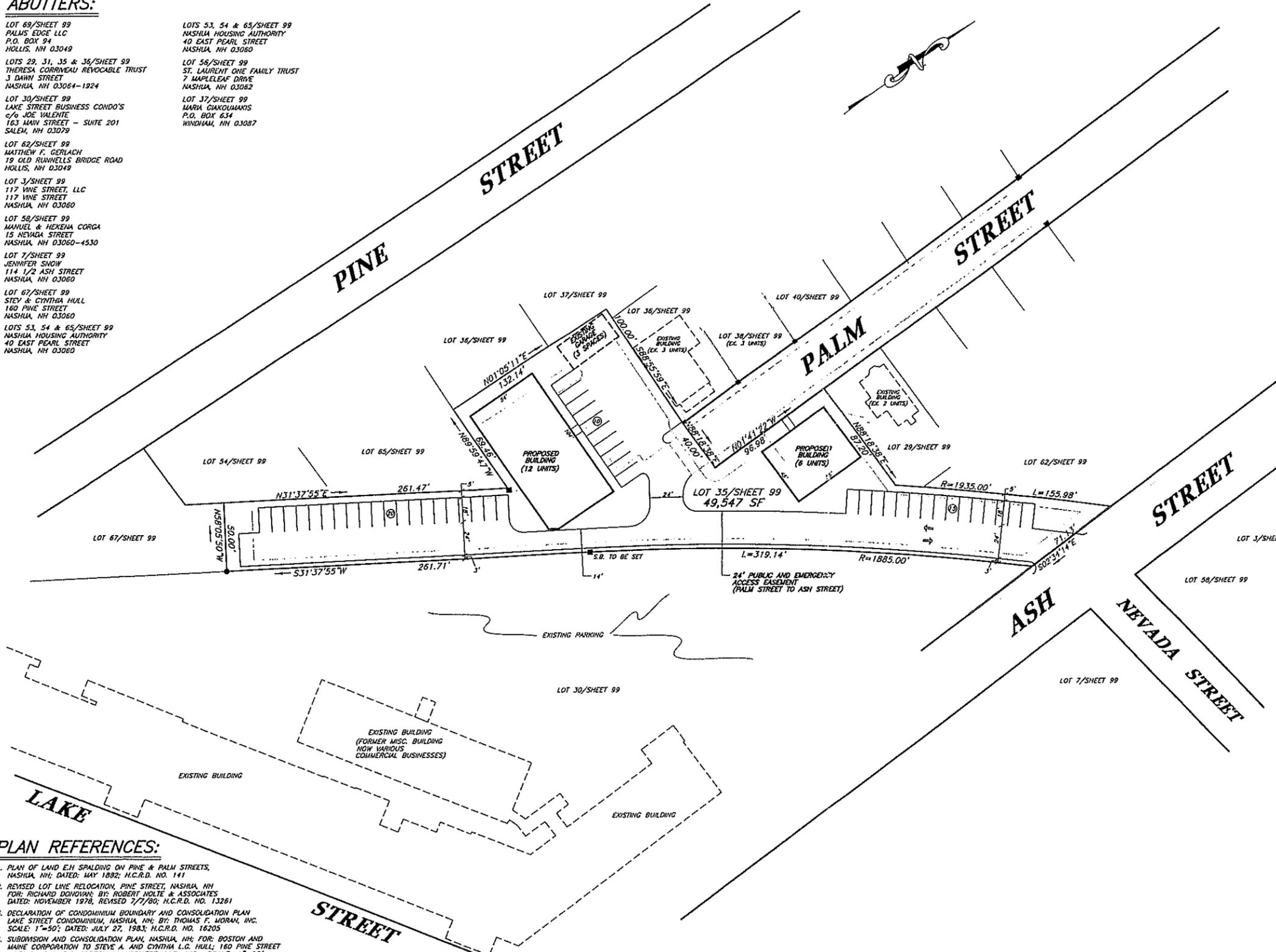
- LOT 69/SHEET 99
PALMS EDGE LLC
P.O. BOX 94
HOLLIS, NH 03049
- LOTS 29, 31, 35 & 36/SHEET 99
THERESA CORRIVEAU REVOCABLE TRUST
3 DAWN STREET
NASHUA, NH 03064-1924
- LOT 30/SHEET 99
LAKE STREET BUSINESS CONDO'S
c/o JOE VALLENTE
163 MAIN STREET - SUITE 201
SALEM, NH 03079
- LOT 62/SHEET 99
MATTHEW F. GERLACH
19 OLD RUNNELLS BRIDGE ROAD
HOLLIS, NH 03049
- LOT 3/SHEET 99
117 VINE STREET, LLC
117 VINE STREET
NASHUA, NH 03060
- LOT 58/SHEET 99
MANUEL & HEKEMA CORGA
15 NEVADA STREET
NASHUA, NH 03060-4530
- LOT 7/SHEET 99
JENNIFER SNOW
114 1/2 ASH STREET
NASHUA, NH 03060
- LOT 67/SHEET 99
STEVE & CYNTHIA HULL
160 PINE STREET
NASHUA, NH 03060
- LOTS 53, 54 & 65/SHEET 99
NASHUA HOUSING AUTHORITY
40 EAST PEARL STREET
NASHUA, NH 03060
- LOTS 53, 54 & 65/SHEET 99
NASHUA HOUSING AUTHORITY
40 EAST PEARL STREET
NASHUA, NH 03060
- LOT 56/SHEET 99
ST. LAURENT ONE FAMILY TRUST
7 MAPLELEAF DRIVE
NASHUA, NH 03062
- LOT 37/SHEET 99
MARIA GIAMOUKAKIS
P.O. BOX 634
WINDHAM, NH 03087

- STONE BOUND FOUND
- STONE BOUND TO BE SET
- IRON PIN TO BE SET
- IRON PIN FOUND
- EXISTING BUILDING

LEGEND

NOTES:

1. DIMENSIONAL REQUIREMENTS: (ZONE: "RC")
 LOT DENSITY: 12.5 (3,484 sf)
 LOT AREA: 5,000 SF
 MIN. LOT WIDTH: 50 FEET
 MIN. LOT FRONTAGE: 50 FEET
 MIN. LOT DEPTH: 75 FEET
 MIN. YARD SETBACKS:
 FRONT: 10 FEET
 SIDE: 7 FEET
 REAR: 20 FEET
2. PARKING FOR LOTS 35 (2 BUILDINGS) AND ADJACENT LOTS 29, 36 & 38
 MIN. PARKING REQUIRED - 1.5 SP/UNIT
 LOT 35 - 18 UNITS @ 1.5 SP/UNIT = 27 SPACES
 LOT 29 - 2 UNITS @ 1.5 SP/UNIT = 3 SPACES
 LOT 36 - 3 UNITS @ 1.5 SP/UNIT = 4.5 SPACES
 LOT 38 - 3 UNITS @ 1.5 SP/UNIT = 4.5 SPACES
 TOTAL SPACES REQUIRED - 39 SPACES MIN.
 TOTAL SPACES PROVIDED - 48 SPACES



PLAN REFERENCES:

1. PLAN OF LAND E.H. SPALDING ON PINE & PALM STREETS, NASHUA, NH; DATED: MAY 1892; H.C.R.D. NO. 141
2. REVISED LOT LINE RELOCATION, PINE STREET, NASHUA, NH FOR: RICHARD DINGWALL; BY: ROBERT HOLTE & ASSOCIATES DATED: NOVEMBER 1978; REVISED 7/7/80; H.C.R.D. NO. 13261
3. DECLARATION OF CONDOMINIUM BOUNDARY AND CONSOLIDATION PLAN LAKE STREET CONDOMINIUM, NASHUA, NH; BY: THOMAS F. MORAN, INC. SCALE: 1"=50'; DATED: JULY 27, 1983; H.C.R.D. NO. 16205
4. SUBDIVISION AND CONSOLIDATION PLAN, NASHUA, NH; FOR: BOSTON AND MAINE CORPORATION TO STEVE A. AND CYNTHIA L.C. HULL; 160 PINE STREET NASHUA, NH; BY: JOSEPH M. WICHERT, L.L.S., INC.; SCALE: 1"=20' DATED: AUGUST 4, 1998; H.C.R.D. NO. 29473

APPROVED BY THE CITY OF NASHUA PLANNING BOARD

CHAIRMAN _____	DATE _____
SECRETARY _____	DATE _____

THE UNDERSIGNED DOES HEREBY AGREE TO PERFORM ALL OF THE IMPROVEMENTS AS SHOWN ON THIS PLAN AND AS CONDITIONED OR STIPULATED BY THE NASHUA CITY PLANNING BOARD. ALL REQUIRED SITE IMPROVEMENTS MUST BE COMPLETED OR GUARANTEED PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY.

PALMS EDGE LLC _____ DATE _____

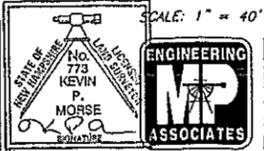
I CERTIFY THAT THIS PLAN WAS PREPARED FROM BOUNDARY INFORMATION SHOWN ON PLAN REFERENCES 1 - 4 AND A FIELD SURVEY LAST MADE ON THE GROUND IN SEPTEMBER, 2019 HAVING A MAXIMUM ERROR OF CLOSURE OF 1:10,000.

PRELIMINARY SITE PLAN - LOT 35/SHEET 99
"PALMS EDGE"
PALM STREET & ASH STREET
NASHUA, NEW HAMPSHIRE

OWNER OF RECORD:
 PALMS EDGE LLC
 P.O. BOX 94
 HOLLIS, NH 03064

SCALE: 1" = 40' DATE: NOVEMBER 27, 2019

Maynard & Paquette
 Engineering Associates, LLC
 Consulting Engineers and Land Surveyors
 31 Quincy Street, Nashua, N.H. 03060
 Phone: (603)883-8433 Fax: (603)883-7227



KPM	APB	CHECKED	APPROVED	BOOK & PAGE	REVISION	SIZE	JOB NUMBER
							D 11134

© COPYRIGHT, ALL RIGHTS RESERVED 2019 MAYNARD & PAQUETTE ENGINEERING ASSOCIATES, LLC

October 11, 2019

City of Nashua – Board of Aldermen
229 Main Street
Nashua, NH 03060

Re: Petition for Street Number Assignment for – Tax Map 103 Lot 103, Almont Street

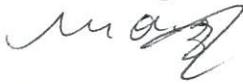
Dear Board of Aldermen,

My name is Marcelo Borges d/b/a GIMAK Properties, LLC the current owner of Tax Map 103 Lot 103 located on Almont Street. I was directed by Fire Marshall Adam Pouliot to contact the Board of Aldermen to seek resolution in assigning Tax Map 103 Lot 103 an official street address.

Currently, Tax Map 103 Lot 103 is a vacant lot with the exception of a small shed (to be razed) located toward the rear of the property. The property abutting my property to the North, along Almont Street (Tax Map 103 Lot 101), has a street address of #28. The property abutting my property to the South, along Almont Street (Tax Map 103 Lot 105), has a street address of #30. Per the Zoning Department, Tax Map 103 Lot 103 meets all the requirements to build a house on the vacant lot. The NH E911 standards requires sequential whole numbering of lots be assigned to new construction. Tax Map 103 Lot 103 was not given a numbered street address and to comply, I need a street number assigned.

The Fire Marshall recommended I contact the property owners along Almont Street to see if they would be willing to change their street address. The only way to avoid this is petition is if the Owner's at #28 and #26 Almont Street are willing to change their address to #26(28) and #24(26) allowing my lot to be sequential at #28 Almont Street. After a letter and several discussions, the owners are not willing to change their addresses. Therefor, I petition the Board of Aldermen for resolution to this matter.

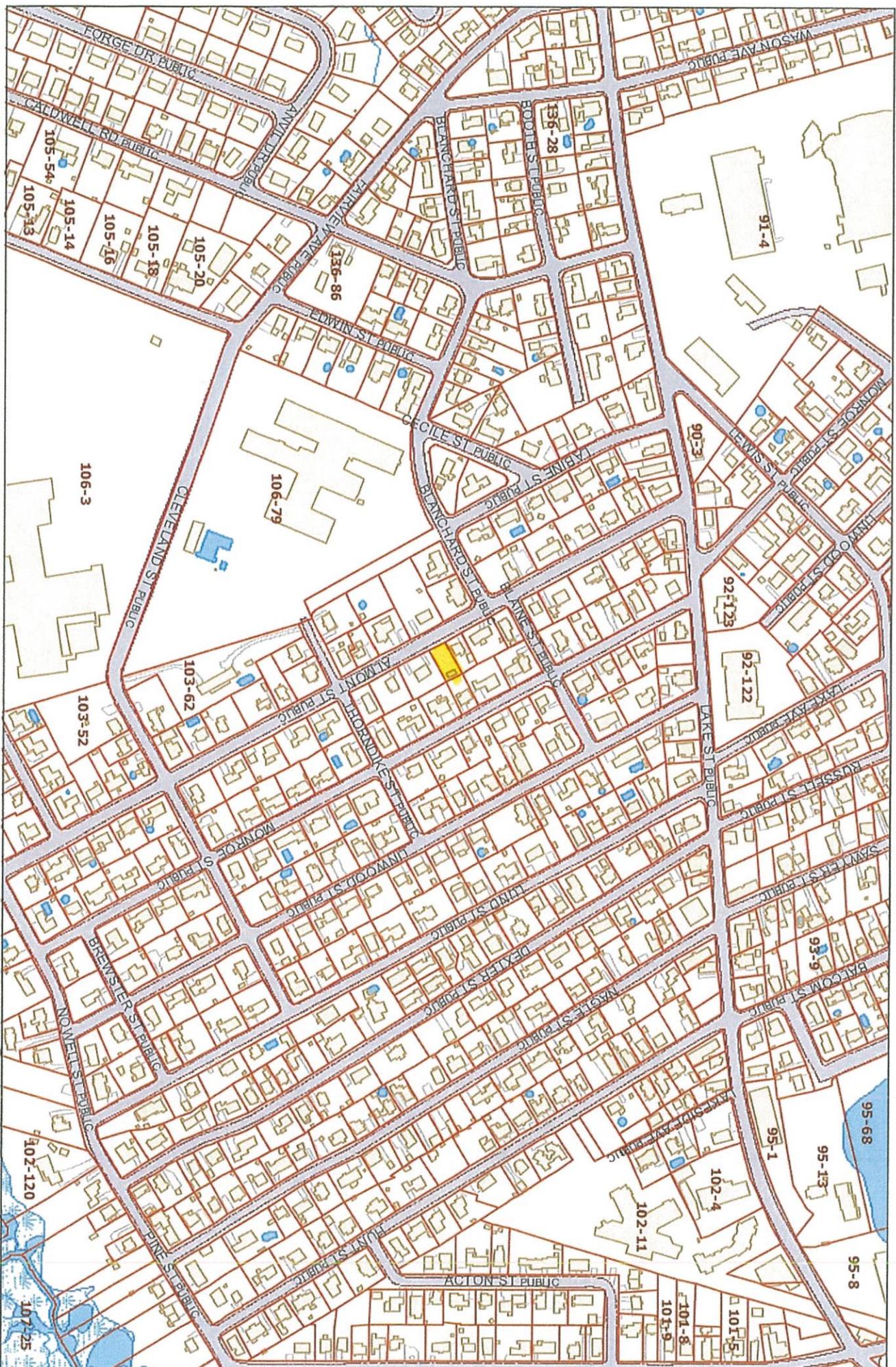
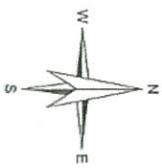
Property owners involved: 103-101, #28 Almont Street Laura A. & Frank A. Carson (account number 35630) – 103-197, #26 Almont Street Matthew S. Dusenberry & Sarah M. Provencher (account number 10442).

Very truly yours,
Marcelo Borges


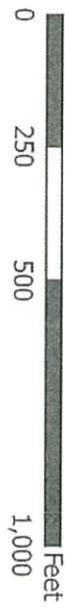
GIMAK Properties, LLC
7 Jenny Hill Road
Nashua, NH 03064


KATHRYN A. POLISENO
NOTARY PUBLIC
State of New Hampshire
My Commission Expires
September 7, 2021

Attachments: Copy of Deed, GIS assessing maps of Tax Map 103 Lot 103, Tax Card (not updated)



TAX MAP 103 LOT 103





SUBJECT PARCEL:
LALMONT ST

Ownership Information:

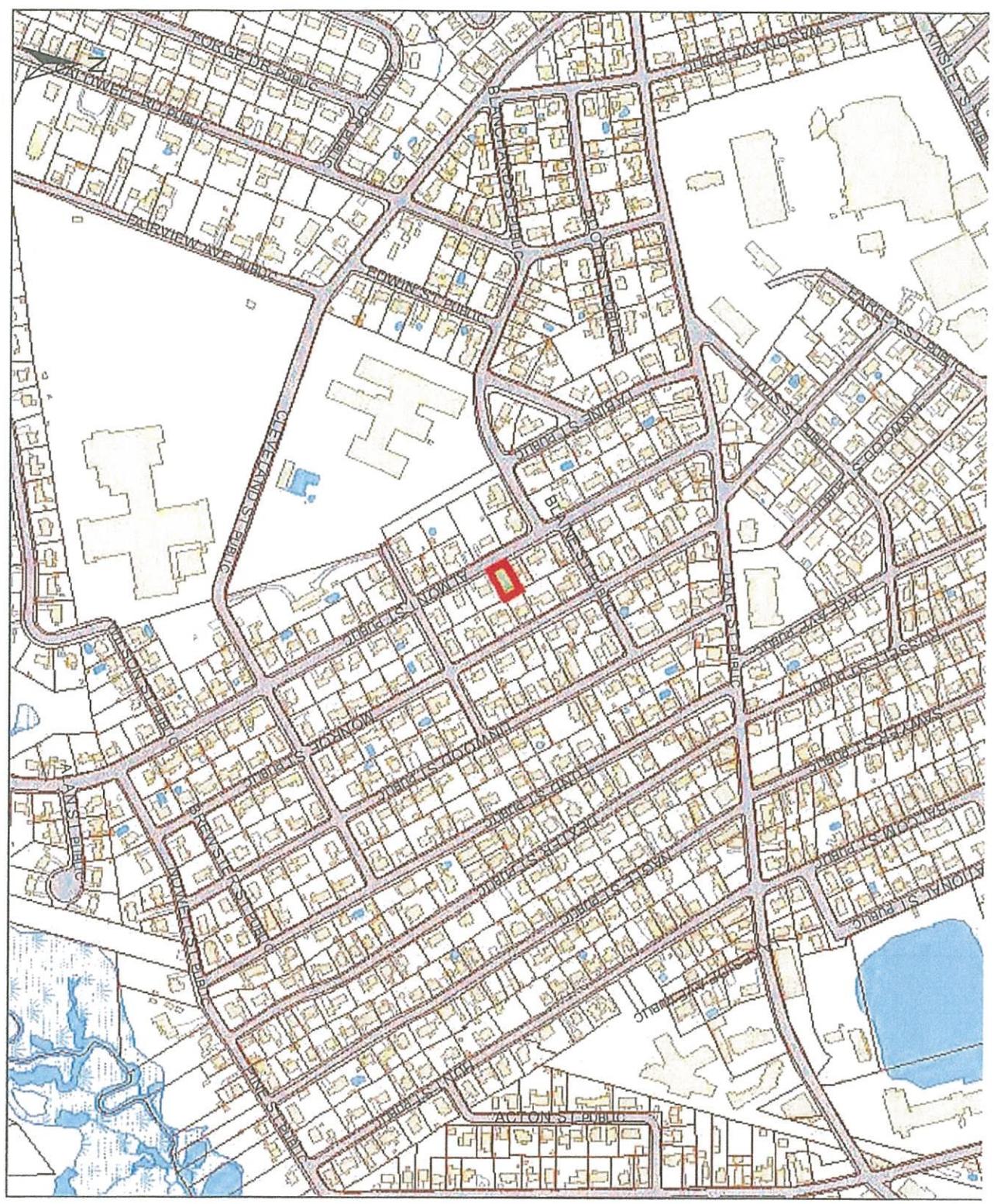
GIMAK PROPERTIES, LLC
7 JENNY HILL LN
NASHUA NH 03062

Parcel Information:

PARCEL ID: 103-103
ACCT NUM: 25260
LAND AREA: 0.11
LAND USE: N/A
BUILDING STYLE: N/A
LAND VALUE: 47,400
BLDG VALUE: 5,000
TOTAL VALUE: 52,400

Sales Information:

SALE DATE: Oct 4 2019
PRICE: 72,533
BOOK PG: 9217/555
QUALIFIED: NEEDS REVI



1 inch: 472 feet

Date: 10/10/2019

DISCLAIMER: The data contained on this web site is provided for public convenience. The City of Nashua makes no warranty, representation or guaranty as to the content, sequence, accuracy, timeliness or completeness of any of the database information provided herein. The City of Nashua expressly disclaims any representations and warranties, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose. The City of Nashua, NH assumes no liability for its use, availability, or compatibility with user's software or computers.

EXTERIOR INFORMATION

Type:	
Sty Ht:	
(Liv) Units	Total:
Foundation	
Frame:	
Prime Wa	
Sec Wall:	
Roof Stru	
Roof Cov	
Color:	
View / De	

BATH FEATURES

Full Ba	Ratin
A Bath:	Ratin
3/4 Bat	Ratin
A 3QBt	Ratin
1/2 Bat	Ratin
A HBth	Ratin
OthrFix	Ratin

COMMENTS

FNC FSP HAS ELEC 040891 2:17 MH

SKETCH

RESIDENTIAL GRID

1st Res G	Des Line 1	# Unit 1
Level	FY LR DR D K FR RR BR FB HB L O	
Othe		
Upp		
Lvl 2		
Lvl 1		
Low		
Total	Rms:	BR Bath H

GENERAL INFORMATION

Grade:	
Year Bilt	Eff Yr Bilt:
Alt LUC	Alt %:
Jurisdct	Fact:
Const Mod:	% Own:
Lump Sum Adj	Name:

CONDO INFORMATION

Location:	
Total Unit:	
Floor:	
% Own:	
Name:	

INTERIOR INFORMATION

Avg Ht/FL	
Prim Int	
Sec Int W	
Partition:	
Prim Fluo	
Sec Floor	
Bsmnt Fir	
Bsmnt Ga	
Electric:	
Insulation:	
Int vs Ext:	
Heat Fuel	
Heat Typ	
# Heat Sy	
% Heated	
Solar HW	
% Com	

DEPRECIATION

Phys Con	AV - Average	0.0%
Functiona		
Economic		
Special:		
Override:		
Total:		0%

REMODELING RES BREAKDOWN

Exterior	No Uni	RMS	BRS	FL
Interior:	1	0	0	
Addition				
Kitchen:				
Baths:				
Plumbin				
Electric:				
Heating				
General				
Totals	1	0	0	

CALC SUMMARY

Basic \$ / SQ:	1.00000000
Size Adj.:	1.00000000
Const Adj.:	8.00000000
Adj \$ / SQ:	
Other Features	0
Grade Factor:	
Neighborhood I	1.00000000
LUC Factor:	1.00
Adj Total:	0
Depreciation:	0
Depreciated Tot	0

COMPARABLE SALES

Rate	Parcel ID	Typ	Date	Sale Price
WVAV/S	AVRat	Ind V		
Jurs. Factor:		Before De	0.00	
Special Featur	0	Val/Su Ne		
Final Total:	0	Val/Su Sz		

SPEC FEATURES/YARD ITEMS

Code	Description	A Y/ Qty	Size/Dim	Qual Con	Year	Unit Price	D/ Dep	LUC	Fact NB F	Appr Value	JCo JFac	Juris. Value
FOP	SCREEN HOL D Y	1	240	A	AV	1992	28.42	T	26	1060	1.	5,000

PARCEL ID

0103-00103

SUB AREA

Code	Description	Area - SQ	Rate - AV	Undepr Value
Net Sketched Area:				
Size A	Gross Ar			
Total:	FinAr			

SUB AREA DETAIL

Sub Area	% Usbl	Descrip	Type	% Cu	# Ten
----------	--------	---------	------	------	-------

IMAGE

AssessPro Patriot Properties, Inc

More N

Total Yard Item 5,000

Total Special Feature

Total: 5,000

Return to:
GIMAK Properties, LLC
7 Jenny Hill Lane
Nashua, NH 03062

Doc # 9044971 10/04/2019 09:39:21 AM
Book 9217 Page 555 Page 1 of 2

Edward Sapienza
Register of Deeds, Hillsborough County
LCHIP HIA506994 25.00
TRANS TAX HI119835 1,088.00

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that we, **Stephen M. Nute and Lisa A. Nute**, a married couple of 18 Hummingbird Lane, Hudson, Hillsborough County, New Hampshire 03051

for consideration paid

grant to

GIMAK Properties, LLC; a New Hampshire Limited Liability Company, having a mailing address of 7 Jenny Hill Lane, Nashua, Hillsborough County, New Hampshire 03062

with WARRANTY COVENANTS

A certain tract or parcel of land, with any improvements thereon, known as Lot 103, on Sheet 103, on Almont Street in Nashua, Hillsborough County, New Hampshire. Said lot and Sheet numbers being on the Assessor's Map of the City of Nashua.

Meaning and intending to describe and convey the same premises as conveyed to Stephen M. Nute and Lisa A. Nute by deed of Frances J. Nute dated May 9, 1985 and recorded in the Hillsborough County Registry of Deeds at Book 3306, Page 0817.

THIS IS NOT HOMESTEAD PROPERTY OF THE WITHIN GRANTORS.

In witness whereof, we have hereunto set our hands this 4th day of October, 2019.

Robert M Parodi
Witness to both

Stephen M. Nute
Stephen M. Nute

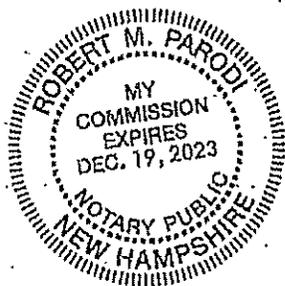
Witness

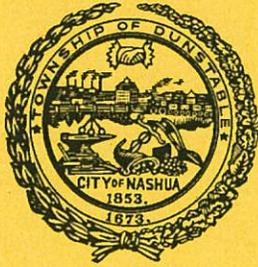
Lisa A. Nute
Lisa A. Nute

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

On this the 4th day of October, 2019, before me, the undersigned officer, personally appeared Stephen M. Nute and Lisa A. Nute, known to me (or satisfactorily proven) to be the persons whose name are subscribed to the foregoing instrument and acknowledged that they executed the same for the purposes contained herein.

Robert M Parodi
Notary Public / Justice of the Peace





ORDINANCE

RELATIVE TO ADVERTISING SIGNAGE ON UMBRELLAS, AWNINGS, AND
CANOPIES IN CONNECTION WITH OUTDOOR DINING

CITY OF NASHUA

In the Year Two Thousand and Twenty

The City of Nashua ordains that §190-93, Subsection A, is amended by deleting the struck-through language as follows and adding the following at the end of said subsection:

~~During the period beginning with the effective date of this ordinance and continuing to November 15, 2020, §190-93, This subsection A of the Nashua Revised Ordinances shall not be interpreted so as to prohibit any umbrella, awning, or canopy displaying advertising signage from being used and erected in connection with outdoor dining so long as vehicular and pedestrian traffic is not obstructed thereby.~~

This legislation shall take effect following its passage.

~~The clerk is directed not to codify this ordinance in the Nashua Revised Ordinances but to designate it as Covid-19 Emergency Measure No. ____ [inserting the appropriate number] and publish it on the city website.~~



RESOLUTION

RELATIVE TO THE ACCEPTANCE OF DONATED MATERIALS AND SERVICES
WORTH \$16,650 FROM ETCHSTONE PROPERTIES, INC. TO BE USED TOWARDS
PAINTING THE EXTERIOR OF THE CITY OWNED BUILDING AT 57 GILSON
ROAD

CITY OF NASHUA

In the Year Two Thousand and Twenty

RESOLVED by the Board of Aldermen of the City of Nashua that the City of Nashua is authorized to accept donated materials and services in the amount of \$16,650 from Etchstone Properties, Inc. to be used towards painting the exterior of the city owned building at 57 Gilson Road. This amount was one-half of the cost of the painting project, which was performed by PSP Contracting, Inc. The City paid the remaining \$16,650 for the project.

LEGISLATIVE YEAR 2020

RESOLUTION: R-20-052

PURPOSE: Relative to the acceptance of donated materials and services worth \$16,650 from Etchstone Properties, Inc. to be used towards painting the exterior of the city owned building at 57 Gilson Road

SPONSOR(S): Mayor Jim Donchess

COMMITTEE ASSIGNMENT: Budget Review Committee

FISCAL NOTE: Fiscal impact is \$16,650 in donated materials and services to the City towards a specific project.

ANALYSIS

This resolution authorizes the City to accept donated materials and services in the amount of \$16,650 from Etchstone Properties, Inc. to be used towards painting the exterior of the city owned building at 57 Gilson Road. This donation was one-half of the cost of the painting project, which was performed by PSP Contracting, Inc. The City paid the remaining \$16,650 for the project.

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

Financial Services Division

By: /s/ John Griffin

Approved as to form:

Office of Corporation Counsel

By: *Drewby Clarke*

Date: *July 6, 2020*



RESOLUTION

**RELATIVE TO THE ACCEPTANCE AND APPROPRIATION OF \$27,000 FROM THE
NEW HAMPSHIRE CHARITABLE FOUNDATION INTO PUBLIC HEALTH AND
COMMUNITY SERVICES GRANT ACTIVITY "FY21 NHCF SUBSTANCE MISUSE
PREVENTION"**

CITY OF NASHUA

In the Year Two Thousand and Twenty

RESOLVED by the Board of Aldermen of the City of Nashua that the City of Nashua and the Division of Public Health and Community Services are authorized to accept and appropriate \$27,000 from the New Hampshire Charitable Foundation into Public Health and Community Services grant activity "FY21 NHCF Substance Misuse Prevention" for the purpose of continuing the prevention of substance use disorders in the Greater Nashua Region. This funding shall be in effect from July 1, 2020 through June 30, 2021.

LEGISLATIVE YEAR 2020

RESOLUTION:

R-20-053

PURPOSE:

Relative to the acceptance and appropriation of \$27,000 from the New Hampshire Charitable Foundation into Public Health and Community Services grant activity "FY21 NHCF Substance Misuse Prevention"

SPONSOR(S):

Mayor Jim Donchess

**COMMITTEE
ASSIGNMENT:**

Human Affairs Committee

FISCAL NOTE:

Fiscal impact is a \$27,000 grant to be used for a specific purpose.

ANALYSIS

This resolution authorizes the City to accept and appropriate funds from the New Hampshire Charitable Foundation for the purpose of continuing the prevention of substance use disorders in the Greater Nashua Region. This funding shall be in effect from July 1, 2020 through June 30, 2021.

**Approved as to account
structure, numbers,
and amount:**

Financial Services Division

By: /s/ John Griffin

Approved as to form:

Office of Corporation Counsel

By: *Dorothy Clarke*

Date: *July 8, 2020*



RESOLUTION

AUTHORIZING THE CITY OF NASHUA TO EXECUTE A LEASE WITH WHITING BUILDING, LLC

CITY OF NASHUA

In the Year Two Thousand and Twenty

RESOLVED by the Board of Aldermen of the City of Nashua that the City is authorized to enter into a lease with Whiting Building, LLC for the premises identified as the fourth (4th) and fifth (5th) floor office space(s) in the Landmark Building with a postal address of 138-144 Main Street, Nashua, for the Public Health Relocation Plan, in substantially the same form as the attached ("Lease").

FURTHER RESOLVED by the Board of Aldermen of the City of Nashua that the Mayor, with the assistance of the Office of Corporation Counsel, is authorized to prepare and execute all necessary documents and take all necessary actions contemplated by the Lease or required to effectuate the same, including but not limited to grants or other funding sources for the Lease and exercising the right to renew the Lease.

LEASE

THIS LEASE is made as of _____, 2020, by and between the Whiting Building, LLC, a New Hampshire limited liability Company, with a principle address at of 75 Concord Street, Nashua, NH 03064 (the "Lessor") and The City of Nashua, New Hampshire, a municipality with an address of 229 Main Street, Nashua, NH 03060, (the "Lessee") and

DESCRIPTION OF PREMISES. The Lessor hereby agrees to lease to the Lessee, subject to the terms and conditions set forth herein, and the Lessee agrees to lease from the Lessor, the premises identified as the fourth (4th) and fifth (5th) floor office space(s) in the Landmark Building with a postal address of 138-144 Main Street and located on the City of Nashua's Assessor's Tax Map 33, Lot 91, Comprising of 4,830 square feet of office space in total between the two floors and as more specifically described on Exhibit A attached hereto "The Public Health Relocation Plan" (the "Premises").

TERM. The term of the Lease shall be up to 12 months, commencing on the date hereof and ending on _____ (the "Term") subject to Lessee's right to terminate as set forth below.

OPTION. The Lessee shall have the right at its sole discretion to renew this lease with a maximum three percent (3%) increase over the gross rent agreed to below in paragraph five (5).

TERMINATION. The Lessee may terminate the Lease at any time during the Term of the Lease by written notice delivered to the Lessor at least 60 days prior to the date of termination set forth in such notice.

RENT. The rent for the Premises to be paid by the Lessee to the Lessor during the Term of the Lease shall be \$48,300, which rent shall be due and payable with an initial payment of \$24,150.00, at the commencement of the lease and a second payment for \$24,150.00 due six months later during the Term of the Lease. If the Lease is renewed for consecutive year(s), rent shall be due in two installments as follows: the first installment being one-half (1/2) of the then-current rent will be due the first day of the renewal term and the second installment, totaling the balance of the then-current annual rent will be due six months later or 1/2 way to the end of the renewal terms, whichever is later.

MAINTENANCE & REPAIRS BY LESSEE. The Lessee shall maintain the Premises in a clean and sanitary condition. The Lessee shall make all the repairs which are usual, necessary, or required for the use of the Premises in the Premises and shall keep the Premises in such repair, order, and condition as the same are in at the commencement of this Term. Lessee shall not be responsible for common areas of the building.

ALTERATIONS AND IMPROVEMENTS. The Lessee shall not, without the prior written consent of the Lessor, make any alterations, improvements, renovations or additions (collectively, "Improvements") to or upon the Premises, which consent shall not be unreasonably withheld. Further, Lessor will be deemed to have consented to Lessee's proposed alterations, improvements, renovations or additions if Lessor does not respond within 21 days after Lessee's written submittal.

INDEMNITY. The Lessee agrees to indemnify the Lessor against all loss, damage, liability, or expense arising out of injury to third parties or their property, or in connection with anything owned or controlled by the Lessee, or resulting from any act, failure to act, or negligence of the Lessee or Lessee's servants or agents, or from any nuisance made or suffered on the Premises. Lessee's indemnity shall not apply to liability caused by the negligence or willful misconduct of Lessor.

DAMAGE OR DESTRUCTION. In the event that the Premises or a substantial portion thereof are destroyed or damaged by fire, flood, war, or other casualty, the Lessor shall not be obligated to rebuild or replace any building wholly or substantially destroyed. In the event of such substantial destruction either party shall have the option of terminating this Lease by giving written notice to the same to the other party within 30 days of the occurrence of such destruction. Lessee shall be entitled to a rebate or refund, as applicable, for the time the Premises is inhabitable by Lessee.

ENCUMBRANCE, SUBLETTING, AND ASSIGNMENT. This Lease may be assigned at any time by the Lessor. This Lease shall not be assigned or sublet in whole or in part by the Lessee without prior written consent by Lessor, and any attempt therefore shall be void. Lessee shall not otherwise encumber the Premises or its leasehold interest therein, and shall not permit any mechanic's lien or other lien for the provision of goods or services on the Premises.

QUIET POSSESSION. The Lessor covenants and warrants that the Lessor has full right and lawful authority to enter into this Lease for the full Term hereof, and that the Lessor is lawfully seized of the Premises hereby leased and has good title thereto free and clear of all tenancies. The Lessor further covenants and warrants that if the Lessee shall discharge the obligations herein set forth to be performed by the Lessee, then the Lessee shall have and enjoy, during the Term and any renewal or extension hereof, the quiet and undisturbed possession of the Premises for the uses herein described, together with all appurtenances thereto.

DEFAULT. If the Lessee shall violate any of the covenants, conditions, or provisions contained herein and such violation shall continue for more than ten (14) days after receipt of written notice by Lessee of the Lessor's notice of such default, the Lessor may immediately, or at any time thereafter, and without demand or further notice to the Lessee (unless required by law), elect to terminate this Lease and commence an action for eviction and removal of Lessee and exercise any other remedies available to Lessor, singly or cumulatively.

REDELIVERY OF PREMISES. The Lessee will peaceably and quietly quit and deliver up to the Lessor, the Premises at the expiration of the Term, leaving the Premises in as good condition as they now are or may be placed in during the Term of this Lease, reasonable and ordinary wear expected. Lessee shall remove all of their property at the end of the Term. Any property abandoned by Lessee will be disposed of by the Lessor or kept as abandoned property.

NOTICE. Any written notice, request, or demand required or permitted hereunder shall, until either party shall notify the other in writing of a different address, be properly given if sent by certified or registered mail, postage prepaid, addressed to the other at the address set forth above.

MISCELLANEOUS. This lease is to be construed as a New Hampshire lease and is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisee, executors, administrators, successors and assigns; and may be canceled, modified, or amended only by written instrument signed by both the Lessor and the Lessee.

The Lessor and the Lessee have executed this Lease effective as of the date first written above.

LESSOR:
Whiting Building, LLC

By: _____
Name: Dmitry Zhivotovsky
Title: Manager

LESSEE:
The City of Nashua

By: _____
Name: James W. Donchess
Title: Mayor

LEGISLATIVE YEAR 2020

RESOLUTION:

R-20-054

PURPOSE:

Authorizing the City of Nashua to execute a Lease with Whiting Building, LLC

ENDORSERS:

Mayor Jim Donchess

**COMMITTEE
ASSIGNMENT:**

Finance Committee

FISCAL NOTE:

The cost of the one year lease is \$48,300 funded by the GOFERR Grant Fund.

ANALYSIS

This resolution authorizes the City to enter into a lease with Whiting Building, LLC substantially similar to the attached document.

Under NRO Section 5.4 D, the Board of Aldermen shall approve the rental of lands and buildings not owned by the City with “any rental agreement that extends from the current fiscal year into succeeding fiscal year(s) in which no funds have been appropriated nor otherwise designated.”

Approved as to form:

Office of Corporation Counsel

By: 

Date: 7/9/2020



ORDINANCE

REMOVING AUTHORIZATION FOR RIGHT TURN ONLY LANE ON PINE HILL ROAD AT ITS INTERSECTION WITH CHARRON AVENUE

CITY OF NASHUA

In the Year Two Thousand and Twenty

The City of Nashua ordains that Part II “General Legislation”, Chapter 320 “Vehicles and Traffic”, Article IV “Turning Movements”, Section 320-17 “Right lane for right turn only” of the Nashua Revised Ordinances, as amended, be hereby further amended by deleting the struck-through language as shown:

“§ 320-17. Right lane for right turn only.

At the following intersections, the right lane shall be used only for right turns:

Name of Street	Direction of Travel	Right Turn Only Onto
...		
<u>Pine Hill Road</u>	<u>Westerly</u>	<u>Charron Avenue</u> ”

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

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

LEGISLATIVE YEAR 2020

ORDINANCE: O-20-024

PURPOSE: Removing authorization for right turn only lane on Pine Hill Road at its intersection with Charron Avenue

ENDORSER(S): Alderman Jan Schmidt

**COMMITTEE
ASSIGNMENT:**

FISCAL NOTE: Materials, Labor and Vehicle Overhead: \$9,500

ANALYSIS

This legislation authorizes the removal of an exclusive right turn lane traveling westerly on Pine Hill Road turning onto Charron Avenue.

Prior legislation (O-18-032) made the Pine Hill Road and Charron Avenue intersection an all-way stop. That legislation also included authority to add a westbound right-turn lane on Pine Hill Road. However, in attempting to implement the new traffic pattern, Engineering determined that adding the right-turn lane created confusion and poor intersection geometry. Engineering has also determined there is a need to improve visibility and recognition of the stop condition on the Pine Hill Rd approaches, so plans to install advanced warning signs and stop signs with supplemental LED lighting that is radar activated and lights up (blinks) only when vehicles are approaching. These advanced warning signs / signals are reflected in the fiscal note.

The erection, removal and maintenance of all traffic control devices must conform to applicable state statutes and the latest edition of the manual on Uniform Traffic Control Devices. RSA 47:17 VIII (a). The Board should consult with the city's Traffic Engineer to determine if this ordinance is in compliance.

Approved as to form:

Office of Corporation Counsel

By: 

Date: July 6, 2020



ORDINANCE

RELATIVE TO MAXIMUM VACATION ACCRUALS FOR UNAFFILIATED EMPLOYEES

CITY OF NASHUA

In the Year Two Thousand and Twenty

WHEREAS, there has been an ongoing State of Emergency in New Hampshire due to the Novel Coronavirus (COVID-19) since March 13, 2020;

WHEREAS, unaffiliated employees have been limited in their ability to use accrued vacation time; and

WHEREAS, the Unaffiliated Employees Personnel Policies provide that the maximum vacation time accrual as of an employee's anniversary date shall be two times their respective annual accrual rate, and any balances exceeding that amount shall be forfeited.

NOW, THEREFORE, BE IT RESOLVED by the Board of Aldermen of the City of Nashua that if there are Unaffiliated Employees that due to the COVID-19 pandemic are in a situation where they would lose accrued vacation time, the Mayor is authorized to allow those employees to exceed their maximum vacation accrual amount.

This legislation shall take effect immediately upon its passage and shall remain in effect until December 31, 2021. All ordinances or parts of ordinances inconsistent herewith are hereby suspended while this ordinance is in effect.

The City Clerk is directed not to codify this ordinance in the Nashua Revised Ordinances but to designate it as **Covid-19 Emergency Measure No. _____** (City Clerk to assign appropriate number upon passage) and publish it and any subsequent emergency measures on the city website.

LEGISLATIVE YEAR 2020

ORDINANCE: O-20-025

PURPOSE: Relative to maximum vacation accruals for unaffiliated employees

ENDORSERS: Alderman June M. Caron

COMMITTEE
ASSIGNMENT: Personnel/Administrative Affairs Committee

FISCAL NOTE: The cost of this legislation is indeterminate at this time.

ANALYSIS

This legislation temporarily amends the Unaffiliated Employees Personnel Policies by authorizing the Mayor to allow a higher vacation accrual amount if the unaffiliated employee is going to lose accrued vacation time due to the COVID-19 pandemic.

Under NRO 50-3, the merit plan may be amended by ordinance. NRO 50-3 states that for all amendments introduced by the Board of Aldermen, the views of the Director of Administrative Services, the Director of Financial Services, the Human Resources Department, and the Personnel Advisory Board with the Mayor shall be sought with respect to each amendment. This is a procedural rule that can be waived by the board.

Approved as to form: Office of Corporation Counsel

By: Douglas Clarke

Date: July 8, 2020



ORDINANCE

REMOVING HANDICAPPED PARKING SPACES IN FRONT OF 3 BEACON COURT AND 9 AND 11 MOUNT PLEASANT STREET

CITY OF NASHUA

In the Year Two Thousand and Twenty

The City of Nashua ordains that Part II “General Legislation”, Chapter 320 “Vehicles and Traffic”, Article XII “Parking, Stopping and Standing”, Section 320-72 “Handicapped parking”, subsection A. of the Nashua Revised Ordinances, as amended, be hereby further amended by deleting the struck-through language as shown:

“§ 320-72. Handicapped parking.

...

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

Name of Street	Number of Spaces/Type	Location
...		
Beacon Court	1/parallel	In front of 3 Beacon Court, on the north side of the street
...		
Mount Pleasant Street	1 parallel	In front of 9 Mount Pleasant Street, on the north side of the street, the space closest to Manchester Street
Mount Pleasant Street	1	In front of 11 Mount Pleasant Street, the space closest to the driveway”

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

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

LEGISLATIVE YEAR 2020

ORDINANCE: O-20-026

PURPOSE: Removing handicapped parking spaces in front of 3 Beacon Court and 9 and 11 Mount Pleasant Street

ENDORSER(S): Alderman Patricia Klee

COMMITTEE ASSIGNMENT: Committee on Infrastructure

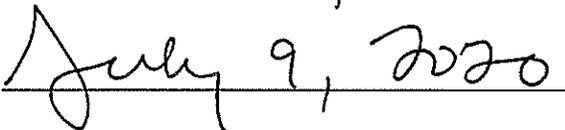
FISCAL NOTE: Materials, labor, and vehicle overhead: \$423

ANALYSIS

This legislation authorizes the removal of the handicapped parking spaces in front of 3 Beacon Court and 9 and 11 Mount Pleasant Street.

Approved as to form: Office of Corporation Counsel

By: 

Date: 



ORDINANCE

AUTHORIZING A LEFT TURN ONLY LANE AT THE INTERSECTION OF WEST PEARL STREET AND ELM STREET

CITY OF NASHUA

In the Year Two Thousand and Twenty

The City of Nashua ordains that Part II “General Legislation”, Chapter 320 “Vehicles and Traffic”, Article IV “Turning Movements”, Section 320-18 “Left lane for left turn only” of the Nashua Revised Ordinances, as amended, be hereby further amended by adding the following new underlined language in the appropriate alphabetical order:

“§ 320-18. Left lane for left turn only.

At the following intersections, the left hand lane shall be used only for left turns:

Name of Street	Direction of Travel	Left Turn Only Onto
<u>West Pearl Street</u>	<u>Westerly</u>	<u>Elm Street”</u>

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

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

LEGISLATIVE YEAR 2020

ORDINANCE: O-20-027

PURPOSE: Authorizing a left turn only lane at the intersection of West Pearl Street and Elm Street

ENDORSER(S): Alderman Thomas Lopez

COMMITTEE
ASSIGNMENT: Committee on Infrastructure

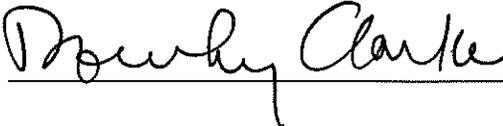
FISCAL NOTE: Materials, Labor and Vehicle Overhead: \$312

ANALYSIS

This legislation authorizes a left turn only lane on West Pearl Street at its intersection with Elm Street. There would also be additional pavement marking improvements on West Pearl Street that do not require legislation.

The erection, removal and maintenance of all traffic control devices must conform to applicable state statutes and the latest edition of the manual on Uniform Traffic Control Devices. RSA 47:17 VIII (a). The Board should consult with the city's Traffic Engineer to determine if this ordinance is in compliance.

Approved as to form: Office of Corporation Counsel

By: 

Date: July 10, 2020

PINE STREET

PALM STREET

ASH STREET

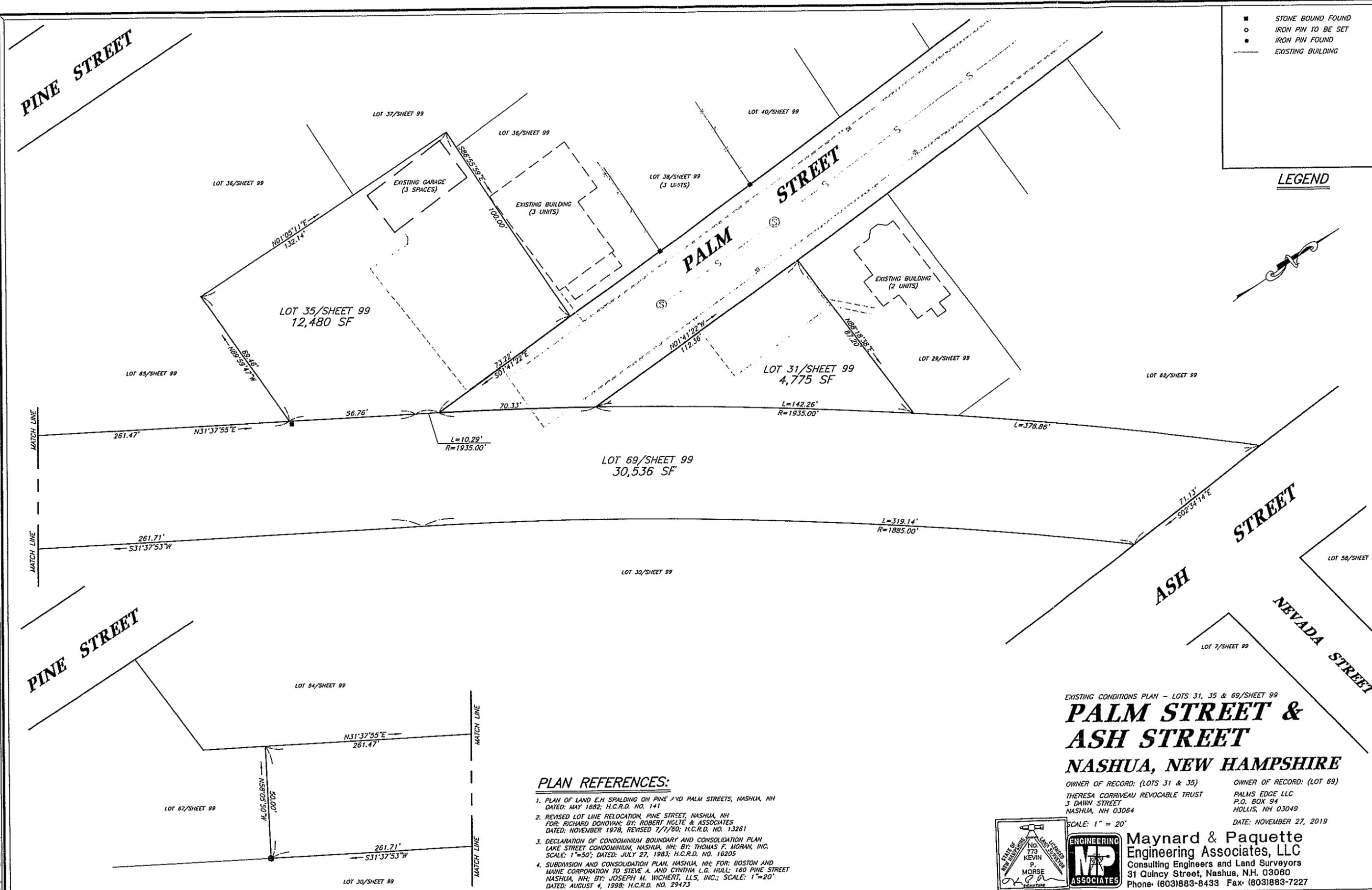
PINE STREET

NEVADA STREET

LEGEND

- STONE BOUND FOUND
- IRON PIN TO BE SET
- IRON PIN FOUND
- EXISTING BUILDING

NO.	DATE	REVISION	BY



- PLAN REFERENCES:**
1. PLAN OF LAND E.H. SPALDING ON PINE AND PALM STREETS, NASHUA, NH DATED: MAY 1882; H.C.R.D. NO. 141
 2. REVISED LOT LINE RELOCATION, PINE STREET, NASHUA, NH FOR: RICHARD DONOVAN; BY: ROBERT HOLTE & ASSOCIATES DATED: NOVEMBER 1978, REVISED 7/7/80; H.C.R.D. NO. 13261
 3. DECLARATION OF CONDOMINIUM BOUNDARY AND CONSOLIDATION PLAN LAKE STREET CONDOMINIUM, NASHUA, NH; BY: THOMAS F. MORAN, INC. SCALE: 1"=50'; DATED: JULY 27, 1983; H.C.R.D. NO. 16205
 4. SUBDIVISION AND CONSOLIDATION PLAN, NASHUA, NH; FOR: BOSTON AND MAINE CORPORATION TO STEVE A. AND CYNTHIA L.G. HULL; 160 PINE STREET NASHUA, NH; BY: JOSEPH M. WICHERT, L.L.S., INC.; SCALE: 1"=20' DATED: AUGUST 4, 1998; H.C.R.D. NO. 29473

EXISTING CONDITIONS PLAN - LOTS 31, 35 & 69/SHEET 99
PALM STREET & ASH STREET
NASHUA, NEW HAMPSHIRE

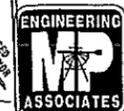
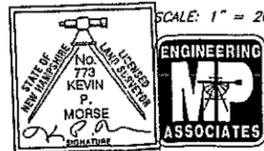
OWNER OF RECORD: (LOTS 31 & 35) THERESA CORRIVEAU REVOCABLE TRUST
 3 DAWN STREET
 NASHUA, NH 03084

OWNER OF RECORD: (LOT 69) PALMS EDGE LLC
 P.O. BOX 94
 HOLLIS, NH 03049

DATE: NOVEMBER 27, 2019

SCALE: 1" = 20'

Maynard & Paquette Engineering Associates, LLC
 Consulting Engineers and Land Surveyors
 31 Quincy Street, Nashua, N.H. 03060
 Phone: (603)883-8433 Fax: (603)883-7227



DESIGNED	DRAFTED	CHECKED	APPROVED	BOOK & PAGE	REVISION	DATE	JOB NUMBER
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 MAYNARD & PAQUETTE ENGINEERING ASSOCIATES, LLC
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 OF 1

ABUTTERS:

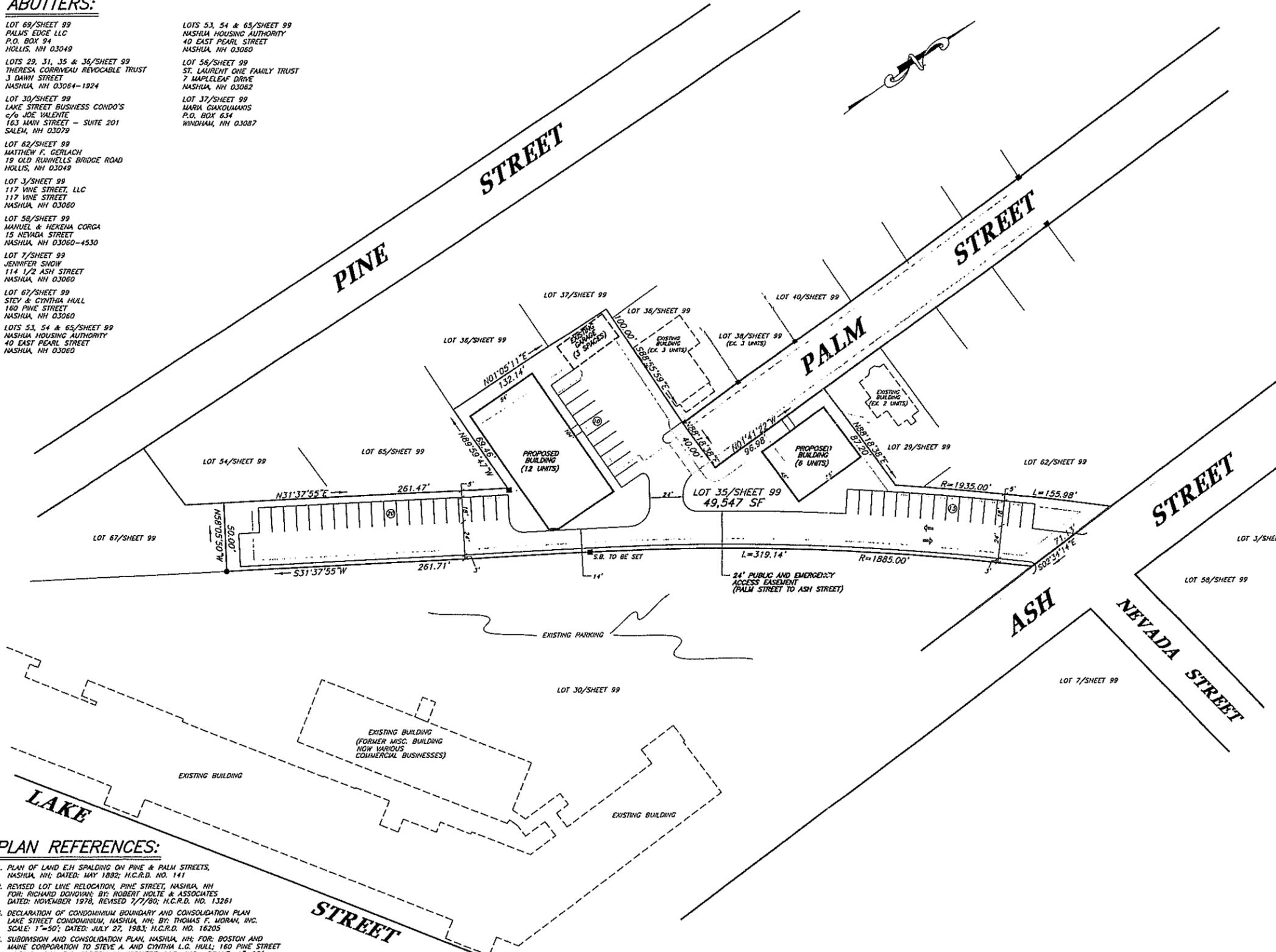
- LOT 69/SHEET 99
PALMS EDGE LLC
P.O. BOX 94
HOLLIS, NH 03049
- LOTS 29, 31, 35 & 36/SHEET 99
THERESA CORRIVEAU REVOCABLE TRUST
3 DAWN STREET
NASHUA, NH 03064-1924
- LOT 30/SHEET 99
LAKE STREET BUSINESS CONDO'S
c/o JOE VALLENTE
163 MAIN STREET - SUITE 201
SALEM, NH 03079
- LOT 62/SHEET 99
MATTHEW F. GERLACH
19 OLD RUNNELLS BRIDGE ROAD
HOLLIS, NH 03049
- LOT 3/SHEET 99
117 VINE STREET, LLC
117 VINE STREET
NASHUA, NH 03060
- LOT 58/SHEET 99
MANUEL & HEKEMA CORGA
15 NEVADA STREET
NASHUA, NH 03060-4530
- LOT 7/SHEET 99
JENNIFER SNOW
114 1/2 ASH STREET
NASHUA, NH 03060
- LOT 67/SHEET 99
STEVE & CYNTHIA HULL
160 PINE STREET
NASHUA, NH 03060
- LOTS 53, 54 & 65/SHEET 99
NASHUA HOUSING AUTHORITY
40 EAST PEARL STREET
NASHUA, NH 03060
- LOTS 53, 54 & 65/SHEET 99
NASHUA HOUSING AUTHORITY
40 EAST PEARL STREET
NASHUA, NH 03060
- LOT 56/SHEET 99
ST. LAURENT ONE FAMILY TRUST
7 MAPLELEAF DRIVE
NASHUA, NH 03062
- LOT 37/SHEET 99
MARIA GIAMOUKAKIS
P.O. BOX 634
WINDHAM, NH 03087

- STONE BOUND FOUND
- STONE BOUND TO BE SET
- IRON PIN TO BE SET
- IRON PIN FOUND
- EXISTING BUILDING

LEGEND

NOTES:

1. DIMENSIONAL REQUIREMENTS: (ZONE: "RC")
 LOT DENSITY: 12.5 (3,484 sf)
 LOT AREA: 5,000 SF
 MIN. LOT WIDTH: 50 FEET
 MIN. LOT FRONTAGE: 50 FEET
 MIN. LOT DEPTH: 75 FEET
 MIN. YARD SETBACKS:
 FRONT: 10 FEET
 SIDE: 7 FEET
 REAR: 20 FEET
2. PARKING FOR LOTS 35 (2 BUILDINGS) AND ADJACENT LOTS 29, 36 & 38
 MIN. PARKING REQUIRED - 1.5 SP/UNIT
 LOT 35 - 18 UNITS @ 1.5 SP/UNIT = 27 SPACES
 LOT 29 - 2 UNITS @ 1.5 SP/UNIT = 3 SPACES
 LOT 36 - 3 UNITS @ 1.5 SP/UNIT = 4.5 SPACES
 LOT 38 - 3 UNITS @ 1.5 SP/UNIT = 4.5 SPACES
 TOTAL SPACES REQUIRED - 39 SPACES MIN.
 TOTAL SPACES PROVIDED - 48 SPACES



PLAN REFERENCES:

1. PLAN OF LAND E.H. SPALDING ON PINE & PALM STREETS, NASHUA, NH; DATED: MAY 1892; H.C.R.D. NO. 141
2. REVISED LOT LINE RELOCATION, PINE STREET, NASHUA, NH FOR: RICHARD DIGNAM; BY: ROBERT HOLTE & ASSOCIATES DATED: NOVEMBER 1978; REVISED 7/7/80; H.C.R.D. NO. 13261
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APPROVED BY THE CITY OF NASHUA PLANNING BOARD

CHAIRMAN _____	DATE _____
SECRETARY _____	DATE _____

THE UNDERSIGNED DOES HEREBY AGREE TO PERFORM ALL OF THE IMPROVEMENTS AS SHOWN ON THIS PLAN AND AS CONDITIONED OR STIPULATED BY THE NASHUA CITY PLANNING BOARD. ALL REQUIRED SITE IMPROVEMENTS MUST BE COMPLETED OR GUARANTEED PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY.

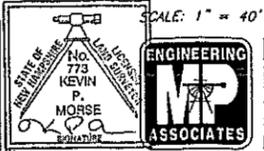
PALMS EDGE LLC _____ DATE _____

I CERTIFY THAT THIS PLAN WAS PREPARED FROM BOUNDARY INFORMATION SHOWN ON PLAN REFERENCES 1 - 4 AND A FIELD SURVEY LAST MADE ON THE GROUND IN SEPTEMBER, 2019 HAVING A MAXIMUM ERROR OF CLOSURE OF 1:10,000.

PRELIMINARY SITE PLAN - LOT 35/SHEET 99
"PALMS EDGE"
PALM STREET & ASH STREET
NASHUA, NEW HAMPSHIRE

OWNER OF RECORD:
 PALMS EDGE LLC
 P.O. BOX 94
 HOLLIS, NH 03064

SCALE: 1" = 40'
 DATE: NOVEMBER 27, 2019
Maynard & Paquette
Engineering Associates, LLC
 Consulting Engineers and Land Surveyors
 31 Quincy Street, Nashua, N.H. 03060
 Phone: (603)883-8433 Fax: (603)883-7227



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