

SPECIAL BOARD OF ALDERMEN

AUGUST 24, 2020

7:00 PM

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

To access Zoom:

<https://us02web.zoom.us/j/88559989575?pwd=Y2g1NDQvYVR2SnFyWG5iaDZJS2hIQT09>

Meeting ID: 885 5998 9575 - Passcode: 741725

To join by phone: 1-929-205-6099 - Meeting Passcode: 741725

If for some reason you cannot connect to Zoom, please contact us at (603) 821-2049 and they will help you with connectivity. The public may also view the meeting via Channel 16.

PRESIDENT LORI WILSHIRE CALLS ASSEMBLY TO ORDER

PRAYER OFFERED BY CITY CLERK SUSAN K. LOVERING

PLEDGE TO THE FLAG LED BY ALDERMAN BRANDON MICHAEL LAWS

ROLL CALL

PUBLIC HEARINGS

R-20-057

AUTHORIZING THE MAYOR AND THE CITY TREASURER TO ISSUE BONDS NOT TO EXCEED THE AMOUNT OF TWENTY MILLION DOLLARS (\$20,000,000) TO REFUND ALL OR A PORTION OF CERTAIN OUTSTANDING BONDS OF THE CITY IN ORDER TO ACHIEVE INTEREST COST SAVINGS

Testimony in Favor

Testimony in Opposition

Testimony in Favor

Testimony in Opposition

R-20-061

**RELATIVE TO THE SUPPLEMENTAL APPROPRIATION OF \$63,865 OF
UNANTICIPATED REVENUE INTO FUND #7026 "CAPITAL EQUIPMENT RESERVE
FUND"**

Testimony in Favor

Testimony in Opposition

Testimony in Favor

Testimony in Opposition

COMMUNICATIONS REQUIRING FINAL APPROVAL

From: Susan K. Lovering, City Clerk

Re: Request to Temporarily Relocate Ward 6 Polling Location for November 3, 2020 General Election

UNFINISHED BUSINESS – RESOLUTIONS

R-20-054

Endorsers: Mayor Jim Donchess
Alderman Richard A. Dowd
Alderman Patricia Klee
Alderman Linda Harriott-Gathright

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

- Finance Committee Recommends: Final Passage

NEW BUSINESS – RESOLUTIONS

R-20-065

Endorsers: Mayor Jim Donchess

**RELATIVE TO THE ACCEPTANCE AND APPROPRIATION OF \$165,846.36 FROM THE STATE
OF NEW HAMPSHIRE CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT ("CARES
ACT") RELATED TO ELECTION EXPENSES**

ADJOURNMENT



City of Nashua

Office of the City Clerk
Susan K. Lovering Nicole Reyes
City Clerk Deputy City Clerk

229 Main Street
P.O. Box 2019
Nashua, NH 03061-2019
(603) 589-3010 Option #5
Fax (603) 589-3029
cityclerkdept@NashuaNH.gov

MEMORANDUM

To: Board of Aldermen

From: Susan K. Lovering, City Clerk 

Cc: Mayor Jim Donchess

Date: August 19, 2020

Re: Request to Temporarily Relocate Ward 6 Polling Location for November 3, 2020 General Election

I recently toured Fairgrounds Middle School with Alderman Dowd and Director of Plant Operations Shawn Smith, and it was determined that current renovations to the school prevent it from being used as a polling site for the State General Election. Therefore, I respectfully request the Board of Aldermen's approval to temporarily relocate the Ward 6 polling site from Fairgrounds Middle School to Fairgrounds Elementary School for the November 3, 2020 State General Election.

We believe this change of location will have minimal impact to the voters of Ward 6, as well as minimal impact on setup/teardown logistics. It is my hope the Board will approve this request at its special meeting on August 24, 2020, so we may issue notice of the poll relocation to all registered voters in Ward 6 by mail and public announcements.

I would like to thank Alderman Dowd and Director Smith for their time and support in finding a suitable location for the State General Election. Thank you for your consideration.



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.

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
Alderman Richard A. Dowd
Alderman Patricia Klee
Alderman Linda Harriott-Gathright

**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

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



RESOLUTION

RELATIVE TO THE ACCEPTANCE AND APPROPRIATION OF \$165,846.36 FROM THE STATE OF NEW HAMPSHIRE CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT ("CARES ACT") RELATED TO ELECTION EXPENSES

CITY OF NASHUA

In the Year Two Thousand and Twenty

RESOLVED by the Board of Aldermen of the City of Nashua that the City of Nashua is authorized to accept and appropriate \$165,846.36 from the State of New Hampshire Coronavirus Aid, Relief, and Economic Security Act ("CARES ACT") into Grant Activity "Help America Vote Act ("HAVA") Funds" for the purpose of partial reimbursement for qualified expenses of carrying out the upcoming September 8, 2020 state primary and November 3, 2020 general election. A local match is required in the amount of \$33,169.27. The local match is intended to be accounted for in the Statewide Standard Cost Rate developed for reimbursement which is based on the cost of processing absentee ballots processed over and above the Federal 2016 election.

The Mayor is authorized to enter into any grant agreement or other documents necessary to further the purposes hereof.

LEGISLATIVE YEAR 2020

RESOLUTION:

R-20-065

PURPOSE:

Relative to the acceptance and appropriation of \$165,846.36 from the State of New Hampshire Coronavirus Aid, Relief, and Economic Security Act ("CARES ACT") related to election expenses

SPONSOR(S):

Mayor Jim Donchess
Alderman Richard A. Dowd

**COMMITTEE
ASSIGNMENT:**

FISCAL NOTE:

Fiscal impact is a \$165,846.36 grant to be used for a specific purpose. A local match is required in the amount of \$33,169.27. The local match is intended to be accounted for in the Statewide Standard Cost Rate developed for reimbursement which is based on the cost of processing absentee ballots processed over and above the Federal 2016 election. If the Standard Cost rate is insufficient to cover the local match, certain costs would have to be absorbed by the City Clerk's FY2021 operating budget.

ANALYSIS

This resolution authorizes the city to accept and appropriate funds from the State of New Hampshire Coronavirus Aid, Relief, and Economic Security Act ("CARES ACT") for the purpose of partial reimbursement for qualified expenses of carrying out the upcoming state primary and general election. The CARES Act provides that payments from the Fund may only be used to cover costs that are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) and were not accounted for in the City's FY2021 adopted budget.

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

Financial Services Division

By: /s/John L. Griffin

Approved as to form:

Office of Corporation Counsel

By: Dorothy Clarke

Date: August 20, 2020