

7:30 PM

Aldermanic Chamber

1. PRESIDENT LORI WILSHIRE CALLS ASSEMBLY TO ORDER
2. PRAYER OFFERED BY CITY CLERK DAN HEALEY
3. PLEDGE TO THE FLAG LED BY ALDERMAN-AT-LARGE MELBOURNE MORAN, JR.
4. ROLL CALL
5. REMARKS BY THE MAYOR
6. RESPONSE TO REMARKS OF THE MAYOR
7. RECOGNITIONS
8. READING OF MINUTES OF PREVIOUS MEETINGS

Special and Regular Board of Aldermen..... 01/10/2022, 09/13/2023, 09/13/2023

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

From: Sam Durfee, Planning Director
 Re: Referral from the Board of Aldermen on a petition for waiver of school impact fees for Covington Place, A Condominium Community (2-21 Sutton Way)

- 9(a). PERIOD FOR PUBLIC COMMENT RELATIVE TO ITEMS EXPECTED TO BE ACTED UPON THIS EVENING
- 9(b). COMMUNICATIONS REQUIRING FINAL APPROVAL

PETITIONS

Petition for Waiver of School Impact Fees – Covington Place, A Condominium Community (2-21 Sutton Way)

NOMINATIONS, APPOINTMENTS AND ELECTIONS

Appointments by the Mayor

REPORTS OF COMMITTEE

Budget Review Committee – special and regular..... 09/07/2023, 09/14/2023
 Finance Committee 09/06/2023, 09/20/2023
 Human Affairs Committee 09/18/2023
 Planning and Economic Development Committee 09/19/2023

10. CONFIRMATION OF MAYOR’S APPOINTMENTS

UNFINISHED BUSINESS – RESOLUTIONS

R-23-152

Endorser: Mayor Jim Donchess

ESTABLISHING THE USE OF FUND BALANCE FOR TAX RATE

- Budget Review Committee with recommendation for final passage

R-23-153

Endorsers: Mayor Jim Donchess
Alderman-at-Large Michael B. O'Brien, Sr.
Alderman John Sullivan
Alderman Patricia Klee
Alderman-at-Large Melbourne Moran, Jr.
Alderman Thomas Lopez
Alderman Alex Comeau
Alderman Richard A. Dowd
Alderman Tyler Gouveia
Alderman June M. Caron
Alderman Derek Thibeault
Alderswoman-at-Large Gloria Timmons
Alderman-at-Large Lori Wilshire

RELATIVE TO THE ACCEPTANCE OF UP TO \$425,000 FROM THE NEW HAMPSHIRE DEPARTMENT OF SAFETY, HOMELAND SECURITY GRANT PROGRAM

- Human Affairs Committee with recommendation for final passage

R-23-156

Endorsers: Mayor Jim Donchess
Alderman-at-Large Michael B. O'Brien, Sr.
Alderman John Sullivan
Alderman Patricia Klee
Alderman-at-Large Melbourne Moran, Jr.
Alderman Thomas Lopez
Alderswoman-at-Large Shoshanna Kelly
Alderman Alex Comeau
Alderman Richard A. Dowd
Alderman June M. Caron
Alderman Derek Thibeault
Alderswoman-at-Large Gloria Timmons
Alderman-at-Large Lori Wilshire

AMENDING THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT CONSOLIDATED PLAN FOR FISCAL YEARS 2021-2025 TO AMEND ROUND 4 CDBG-CV FUNDING UNDER THE 2020 CARES ACT

- Human Affairs Committee with recommendation for final passage

UNFINISHED BUSINESS – ORDINANCES

NEW BUSINESS – RESOLUTIONS

R-23-157

Endorser: Mayor Jim Donchess

RELATIVE TO THE ACCEPTANCE OF GRANT FUNDS IN THE AMOUNT OF \$1,054,000 FROM THE STATE OF NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES INTO VARIOUS PUBLIC HEALTH AND COMMUNITY SERVICES GRANT ACTIVITIES

R-23-158

Endorser: Mayor Jim Donchess

RELATIVE TO THE ACCEPTANCE OF \$331,539 FROM THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF TRANSPORTATION INTO TRANSIT GRANT ACTIVITY “FEDERAL TRANSIT AUTHORITY (“FTA”) OPERATING GRANT”

R-23-159

Endorser: Mayor Jim Donchess

RELATIVE TO THE ACCEPTANCE OF \$110,000 FROM THE UNITED STATES DEPARTMENT OF JUSTICE, BUREAU OF JUSTICE ASSISTANCE INTO POLICE GRANT ACTIVITY “FY2024 HAZARDOUS DEVICE UNIT EQUIPMENT GRANT”

R-23-160

Endorser: Mayor Jim Donchess

RELATIVE TO THE TRANSFER OF \$150,000 FROM DEPARTMENT #194 “CONTINGENCY”, ACCOUNT #70125 “CONTINGENCY CYBERSECURITY” INTO VARIOUS ACCOUNTS IN DEPARTMENT #122 “INFORMATION

TECHNOLOGY” AND DEPARTMENT #191 “EDUCATION”

R-23-161

Endorser: Mayor Jim Donchess

RELATIVE TO THE ACCEPTANCE OF ADDITIONAL GRANT FUNDS PURSUANT TO CONTRACT AMENDMENT #4 OF THE FISCAL YEAR 2024 INFECTIOUS DISEASE CONTRACT IN THE AMOUNT OF \$10,000 FROM THE STATE OF NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES FOR THE PURCHASE OF VACCINES

R-23-162

Endorser: Mayor Jim Donchess

RELATIVE TO THE RE-APPROPRIATION OF FISCAL YEAR 2024 ESCROWS

R-23-163

Endorser: Mayor Jim Donchess

AUTHORIZING CITY TO GRANT AN EASEMENT TO PUBLIC SERVICE OF NEW HAMPSHIRE D/B/A EVERSOURCE ENERGY FOR TAX MAP 43, LOT 105 AND LOT 106

R-23-164

Endorser: Mayor Jim Donchess

AUTHORIZING THE SALE OF A TAX DEEDED PROPERTY LOCATED AT 1 EDWARDS STREET

NEW BUSINESS – ORDINANCES

O-23-060

Endorser: Mayor Jim Donchess

AUTHORIZING FREE HOLIDAY PARKING AT METERS IN ZONE III WHICH INCLUDES THE ELM STREET AND HIGH STREET PARKING GARAGES FROM DECEMBER 11, 2023 THROUGH JANUARY 1, 2024

O-23-061

Endorser: Alderman Alex Comeau

AUTHORIZING TRAFFIC CHANGES ON WOODWARD AVENUE

PERIOD FOR GENERAL PUBLIC COMMENT

REMARKS BY THE MEMBERS OF THE BOARD OF ALDERMEN

Committee announcements:

NON PUBLIC SESSION

ADJOURNMENT



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

Planning & Zoning 603 589-3090
WEB www.nashuanh.gov

MEMORANDUM

Date: July 13, 2023

To: Ald. Lori Wilshire, President, and Board of Aldermen
Ald. Melbourne Moran, Jr., Chair and Planning & Economic Development
Committee

From: Sam Durfee, Planning Manager

RE: Referral from the Board of Aldermen on a petition for waiver of school impact fees
for Covington Place, A Condominium Community (2-21 Sutton Way).

At the Nashua City Planning Board's regularly scheduled meeting of July 13, 2023 the
Planning Board **voted unanimously to make a favorable recommendation** on this petition
for waiver of school impact fees.

If you have any questions concerning this notification, please contact me at 589-3112 or via
durfees@nashuanh.gov.

cc: Mayor Jim Donchess
Donna Graham, Legislative Assistant
Dan Healey, City Clerk
Scott McClair, Chair, NPCB

APPOINTMENTS BY THE MAYOR

SEPTEMBER 26, 2023

Airport Authority

Brian H. Law (re-appointment)
78 Concord Street
Nashua, NH 03063

Term to Expire: August 31, 2028

I respectfully request that this appointment be confirmed.
Jim Donchess, Mayor



RESOLUTION

RELATIVE TO THE ACCEPTANCE OF GRANT FUNDS IN THE AMOUNT OF \$1,054,000 FROM THE STATE OF NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES INTO VARIOUS PUBLIC HEALTH AND COMMUNITY SERVICES GRANT ACTIVITIES

CITY OF NASHUA

In the Year Two Thousand and Twenty-Three

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 grant funds in the amount of \$1,054,000 from the State of New Hampshire Department of Health and Human Services into the following Public Health and Community Services Grant Activities for the purpose of supporting staffing capacity and operations for Infectious Disease and Prevention Services in the Greater Nashua Public Health Region.

State Fiscal Year/Date	NH Immunization	STD Prevention	HIV Prevention	TB	Lead Poisoning Prevention Fund	Immunization COVID-19	SFY Total Amounts
SFY24 (1/1/24 – 6/30/24)	\$40,000	\$8,000	\$50,000	\$17,500	\$15,000	\$10,000	\$130,500
SFY25 (7/1/24 – 6/30/25)	\$80,000	\$16,000	\$100,000	\$35,000	\$30,000		\$261,000
SFY26 (7/1/25 – 6/30/26)	\$80,000	\$16,000	\$100,000	\$35,000	\$30,000		\$261,000
SFY27 (7/1/26 – 6/30/27)	\$80,000	\$16,000	\$100,000	\$35,000	\$30,000		\$261,000
SFY28 (7/1/27 – 12/31/27)	\$40,000	\$8,000	\$50,000	\$17,500	\$15,000		\$130,500
Total Amounts:	\$320,000	\$64,000	\$400,000	\$140,000	\$120,000	\$10,000	\$1,054,000

This funding will remain in effect through December 31, 2027.

LEGISLATIVE YEAR 2023

RESOLUTION:

R-23-157

PURPOSE:

Relative to the acceptance of grant funds in the amount of \$1,054,000 from the State of New Hampshire Department of Health and Human Services into various Public Health and Community Services Grant Activities

SPONSOR(S):

Mayor Jim Donchess

**COMMITTEE
ASSIGNMENT:**

Human Affairs Committee

FISCAL NOTE:

The fiscal impact is \$1,054,000 of grant funds to be used for specific purposes.

ANALYSIS

This resolution authorizes the City to accept grant funds from the State of New Hampshire Department of Health and Human Services for the purpose of supporting staffing capacity and operations for infectious disease and prevention services in the Greater Nashua Public Health Region. This funding shall be in effect through December 31, 2027.

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

Financial Services Division

By:




Approved as to form:

Office of Corporation Counsel

By:



Date:





RESOLUTION

RELATIVE TO THE ACCEPTANCE OF \$331,539 FROM THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF TRANSPORTATION INTO TRANSIT GRANT ACTIVITY "FEDERAL TRANSIT AUTHORITY ("FTA") OPERATING GRANT"

CITY OF NASHUA

In the Year Two Thousand and Twenty-Three

RESOLVED by the Board of Aldermen of the City of Nashua that the City of Nashua and the Division of Community Development are authorized to accept \$331,539 from the State of New Hampshire, Department of Transportation into Transit Grant Activity "Federal Transit Authority ("FTA") Operating Grant" for the purpose of providing a portion of the non-Federal funds required to match Federal Transit Administration (FTA) operating funds for transit operations. This funding shall be in effect through June 30, 2025.

LEGISLATIVE YEAR 2023

RESOLUTION:

R-23-158

PURPOSE:

Relative to the acceptance of \$331,539 from the State of New Hampshire, Department of Transportation into Transit Grant Activity "Federal Transit Authority ("FTA") Operating Grant"

SPONSOR(S):

Mayor Jim Donchess

**COMMITTEE
ASSIGNMENT:**

Human Affairs Committee

FISCAL NOTE:

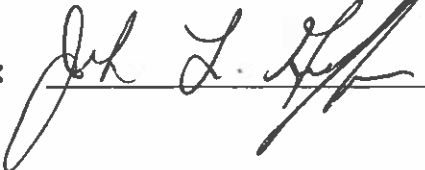
Fiscal impact is a \$331,539 grant to be used for a specific purpose.

ANALYSIS

This resolution authorizes the city to accept and appropriate funds from the State of New Hampshire, Department of Transportation for the purpose of providing a portion of the non-Federal funds required to match Federal Transit Administration (FTA) operating funds for transit operations. This funding shall be in effect through June 30, 2025.

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

Financial Services Division

By:  _____

Approved as to form:

Office of Corporation Counsel

By:  _____

Date: 19 September 2023



RESOLUTION

RELATIVE TO THE ACCEPTANCE OF \$110,000 FROM THE UNITED STATES DEPARTMENT OF JUSTICE, BUREAU OF JUSTICE ASSISTANCE INTO POLICE GRANT ACTIVITY "FY2024 HAZARDOUS DEVICE UNIT EQUIPMENT GRANT"

CITY OF NASHUA

In the Year Two Thousand and Twenty-Three

RESOLVED by the Board of Aldermen of the City of Nashua that the City of Nashua and the Nashua Police Department are authorized to accept \$110,000 from the United States Department of Justice, Bureau of Justice Assistance into Police Grant Activity "FY2024 Hazardous Device Unit Equipment Grant" for the purpose of acquiring three MED-ENG EOD-10 bomb suits and two MED-ENG EOD-10 helmets with visors for the Nashua Police Department Hazardous Device Unit.

This funding shall be in effect through June 30, 2024. No local match is required. The Mayor is authorized to enter into any grant agreement or other document necessary to further the purposes hereof.

LEGISLATIVE YEAR 2023

RESOLUTION:

R-23-159

PURPOSE:

Relative to the acceptance of \$110,000 from the United States Department of Justice, Bureau of Justice Assistance into Police Grant Activity "FY2024 Hazardous Device Unit Equipment Grant"

SPONSOR(S):

Mayor Jim Donchess

**COMMITTEE
ASSIGNMENT:**

Human Affairs Committee

FISCAL NOTE:

The fiscal impact is \$110,000 in grant funds to be used for a specific purpose.

ANALYSIS

This resolution authorizes the City to accept \$110,000 from the United States Department of Justice, Bureau of Justice Assistance for the purpose of acquiring three MED-ENG EOD-10 bomb suits and two MED-ENG EOD-10 helmets with visors for the Nashua Police Department Hazardous Device Unit. This funding shall be in effect through June 30, 2024. No local match is required.

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

Financial Services Division

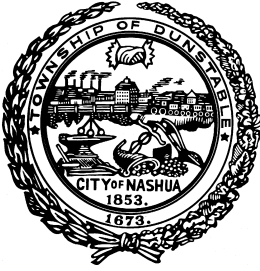
By: 

Approved as to form:

Office of Corporation Counsel

By: 

Date: 19 September 2023



RESOLUTION

**RELATIVE TO THE TRANSFER OF \$150,000 FROM DEPARTMENT #194
“CONTINGENCY”, ACCOUNT #70125 “CONTINGENCY CYBERSECURITY” INTO
VARIOUS ACCOUNTS IN DEPARTMENT #122 “INFORMATION TECHNOLOGY”
AND DEPARTMENT #191 “EDUCATION”**

CITY OF NASHUA

In the Year Two Thousand and Twenty-Three

RESOLVED by the Board of Aldermen of the City of Nashua that \$150,000 be transferred from Department #194 “Contingency”, Account #70125 “Contingency Cybersecurity” into the following accounting classification codes within Department #122 “Information Technology” and Department #191 “Education” for the purpose of funding a Network Engineer position:

Department #122 “Information Technology” (City)

Accounting Classification	Amount
51 - Salaries and Wages	\$60,000
52 - Benefits	<u>\$15,000</u>
Total Information Technology (City)	<u>\$75,000</u>

Department #191 “Education”

Accounting Classification	Amount
51 - Salaries and Wages	\$60,000
52 - Benefits	<u>\$15,000</u>
Total Education	<u>\$75,000</u>
TOTAL	<u>\$150,000</u>

LEGISLATIVE YEAR 2023

RESOLUTION:

R-23-160

PURPOSE:

Relative to the transfer of \$150,000 from Department #194 “Contingency”, Account #70125 “Contingency Cybersecurity” into various accounts in Department #122 “Information Technology” and Department #191 “Education”

ENDORSER(S):

Mayor Jim Donchess

**COMMITTEE
ASSIGNMENT:**

Budget Review Committee

FISCAL NOTE:

Reduces the amount available in Contingency Cybersecurity. The current balance in Contingency Cybersecurity is \$300,000. There will be \$150,000 of funds remaining upon passage of this resolution.

ANALYSIS

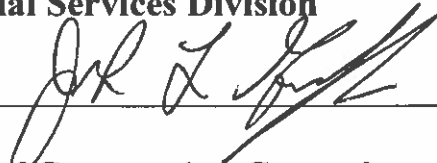
This resolution authorizes the transfer of \$150,000 from “Contingency Cybersecurity” equally into the Information Technology and the Education Operating Budgets for the purpose of funding a Network Engineer position.

Charter Sec. 53 permits the Board of Aldermen to transfer any unencumbered appropriation balance or any portion from one department, fund or agency to another. NRO 5-130, H provides that “when proposed legislation to transfer or re-appropriate a particular appropriation or purpose thereof has had its first reading, such funds shall not be expended or transferred while the legislation is pending”.

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

Financial Services Division

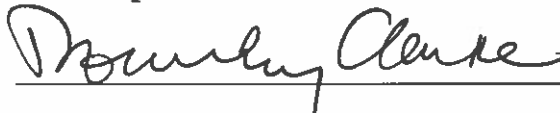
By:



Approved as to form:

Office of Corporation Counsel

By:



Date:

19 September 2023



RESOLUTION

RELATIVE TO THE ACCEPTANCE OF ADDITIONAL GRANT FUNDS PURSUANT TO CONTRACT AMENDMENT #4 OF THE FISCAL YEAR 2024 INFECTIOUS DISEASE CONTRACT IN THE AMOUNT OF \$10,000 FROM THE STATE OF NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES FOR THE PURCHASE OF VACCINES

CITY OF NASHUA

In the Year Two Thousand and Twenty-Three

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 additional grant funds in the amount of \$10,000 pursuant to Contract Amendment #4 of the Infectious Disease Prevention Services contract for Fiscal Year 2024 from the State of New Hampshire Department of Health and Human Services for the purchase of vaccines. This funding will remain in effect through December 31, 2023.

LEGISLATIVE YEAR 2023

RESOLUTION:

R-23-161

PURPOSE:

Relative to the acceptance of additional grant funds pursuant to Contract Amendment #4 of the Fiscal Year 2024 Infectious Disease contract in the amount of \$10,000 from the State of New Hampshire Department of Health and Human Services for the purchase of vaccines

SPONSOR(S):

Mayor Jim Donchess

**COMMITTEE
ASSIGNMENT:**

Human Affairs Committee

FISCAL NOTE:

The fiscal impact is an additional amount of \$10,000 in grant funds to be used for a specific purpose.

ANALYSIS

This resolution authorizes the City to accept \$10,000 of additional grant funds from the State of New Hampshire Department of Health and Human Services for the purpose of purchasing vaccines. This funding shall remain in effect through December 31, 2023.

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

Financial Services Division

By: 

Approved as to form:

Office of Corporation Counsel

By: 

Date: 19 September 2023



RESOLUTION

RELATIVE TO THE RE-APPROPRIATION OF FISCAL YEAR 2024 ESCROWS

CITY OF NASHUA

In the Year Two Thousand and Twenty-Three

RESOLVED by the Board of Aldermen of the City of Nashua that the sum of \$1,815,000 as outlined in the attached FY2024 Escrow Requests document be re-appropriated as FY2024 Escrows in compliance with procedures established in NRO §5-130 and recorded in a manner consistent with previously established accounting procedures. The source of said escrows shall be FY2023 unexpended appropriations.

The approved funds will be utilized only for the purposes set forth in the attached FY2024 Escrow Requests document. Prior to final passage, if the final FY2023 departmental and/or line item balance is determined to be less than any individual escrow request, then the lesser amount will be the amount actually escrowed.

LEGISLATIVE YEAR 2023

RESOLUTION: R-23-162
PURPOSE: Relative to the re-appropriation of Fiscal Year 2024 escrows
SPONSOR(S): Mayor Jim Donchess

**COMMITTEE
ASSIGNMENT:** Budget Review Committee

FISCAL NOTE: The escrows shown on the attached worksheet are department requests for unlike purposes. Note that any approved escrows decrease surplus at fiscal year's end.

ANALYSIS

This resolution authorizes the re-appropriation of FY2024 escrows for the stated amounts and purposes, in compliance with procedures established in NRO §5-130. The sources of said escrows are FY2023 unexpended appropriations. The approved funds will be utilized only for the purposes set forth in the attached FY2024 Escrow Request document. If, prior to final passage, the final FY2023 departmental and/or line item balance is determined to be less than any individual escrow request, then the lesser amount will be the amount actually escrowed.

Charter Sec. 53 permits specific non-budget, supplementary appropriations. There should be notice and a public hearing. A two-thirds vote is required under Charter Sec. 56-b for an item or amount not in the mayor's budget. A roll call is required under Charter Sec. 49.

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

Financial Services Division

By: 

Approved as to form:

Office of Corporation Counsel

By: 

Date: 19 September 2023

City of Nashua
Fiscal Year 2024 Unlike Requests
Requiring Board of Aldermen Approval

Date 9/18/2023

<u>Line No.</u>	<u>Fund</u>	<u>Dept Number</u>	<u>Department Requesting the Escrow</u>	<u>From Department</u>	<u>Original Budgeted Purpose</u>	<u>Explanation for Escrow Request</u>	<u>Escrow Request Amount</u>
1	1000	129	City Buildings	Streets	Salaries & Wages	To transfer funds into the City Buildings ETF (Fire \$210,000, Police \$200,000, City \$90,000)	\$ 500,000
2	1000	150	Police	Police	Salaries & Wages	To fund the cost of prosecution case management software	70,000
3	1000	150	Police	Police	Salaries & Wages	To fund the cost of information technology servers	30,000
4	1000	170	Hydroelectric	Streets	Salaries & Wages	To transfer funds into the Hydro Expendable Trust Fund	300,000
5	1000	183	Economic Development	Debt Service	Debt Service	To fund the cost of the BAE/NCC Chips Act Match	200,000
6	1000	183	Economic Development	Debt Service	Debt Service	To fund the cost of the Phase 1 Rail Study	75,000
7	1000	186	Transit	Debt Service	Debt Service	To transfer funds into an FTA Grant for a Transit Technology Project	61,000
8	1000	186	Transit	Debt Service	Debt Service	To transfer funds into FTA Grants for the match of various Transit Capital Projects	79,000
9	1000	191	School	School	Salaries & Wages	To fund School District Deferred Maintenance	500,000
10						Total Unlike Escrows	\$ 1,815,000



RESOLUTION

AUTHORIZING CITY TO GRANT AN EASEMENT TO PUBLIC SERVICE OF NEW HAMPSHIRE D/B/A EVERSOURCE ENERGY FOR TAX MAP 43, LOT 105 AND LOT 106

CITY OF NASHUA

In the Year Two Thousand and Twenty-three

RESOLVED by the Board of Aldermen of the City of Nashua that the Mayor is authorized to grant an easement deed to Public Service of New Hampshire d/b/a Eversource Energy, for the premises known as tax map 43, Lot 105 and Lot 106, substantially in the attached form.

FURTHER RESOLVED, that the Mayor, with the assistance of Corporation Counsel, is authorized to prepare and execute all necessary documents to effectuate such easement.

LEGISLATIVE YEAR 2023

RESOLUTION: R-23-163

PURPOSE: Authorizing City To Grant An Easement To Public Service of New Hampshire D/B/A Eversource Energy for Tax Map 43, Lot 105 And Lot 106

ENDORSERS: Mayor Jim Donchess

COMMITTEE ASSIGNMENT: Committee on Infrastructure Planning Board

FISCAL NOTE: None.

ANALYSIS

This resolution authorizes the City to grant an easement deed to Public Service of New Hampshire, d/b/a Eversource Energy, for Tax Map 43, Lot 105 and Lot 106.

Charter §77(f) provides that the Planning Board “shall review and make recommendations to the mayor and board of aldermen on . . . on the purchase and sale of any land by the city.” An executory interest is an interest in land.

Approved as to form: Office of Corporation Counsel

By: /s/Celia K. Leonard

Date: September 20, 2023

Return to:

Attn: Eugenia N Snyder
PSNH dba Eversource Energy
PO Box 330
Manchester, NH 03105-0330

EASEMENT DEED

KNOW ALL MEN BY THESE PRESENTS, that the CITY OF NASHUA, a municipal corporation, with a mailing address of 229 Main Street, Nashua, New Hampshire 03061 (“Grantor”) for consideration, grants to PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE, a New Hampshire corporation, doing business as Eversource Energy, with its principal place of business and mailing address at 780 North Commercial Street, P.O. Box 330, in Manchester, County of Hillsborough, State of New Hampshire 03105 (“Grantee”), and its successors and assigns, the following easement rights, with NO COVENANTS, in property located in the City of Nashua, in the County of Hillsborough, State of New Hampshire:

The perpetual RIGHT and EASEMENT to construct, maintain, repair, rebuild, inspect, operate, patrol and remove overhead and underground lines and facilities consisting of wires, cables, ducts, manholes, poles and towers, together with foundations, crossarms, braces, anchors, guys, grounds, and other equipment for the transmission and distribution of electric current, communications, signals, data, or other intelligence (collectively, the “Utilities”) over, under, and across a portion of the Grantor’s land situated in said City of Nashua, identified by the Nashua assessor as tax map 43 as Lot 105 and lot 106 respectively (the “Grantor’s Premises”), and which portions are identified as such and depicted on plans of land recorded at the Hillsborough County Registry of Deeds as Plan #37483 and Plan #37289 (the “Easement Areas”). Provided that Grantee shall provide prior written notice of any work, including plans, to Grantor prior to commencing any work allowed by this Easement for prior written approval of Grantor, except in the case of emergency repair or maintenance where such prior notice on the part of the Grantee is not possible, but in such instance Grantee shall supply notice of the work commenced at the earliest practical opportunity. Prior written approval will not be unreasonably withheld, and all such work shall be done in a workmanlike manner and at a time mutually agreeable to Grantee and Grantor (barring the emergency exception). Written notice and approval shall include the use of electronic mail.

Meaning and intending to describe and convey easement rights in a portion of the same premises conveyed to the Grantor by deed of the Boston & Maine Corporation, dated December 19, 2011, recorded at said Registry in Book 8370, Page 2079 located on the northerly side of the Nashua River, subject to any and all other rights, restrictions and reservations of record.

This conveyance shall include the right to cut, trim or clear and keep clear the Easement Areas of all trees and underbrush which materially adversely impact Grantee's rights hereunder by such means as the Grantee may select, to remove all structures or obstructions which are found within the limits of the said Easement Areas which are 1) not owned or maintained by the Grantor and 2) materially adversely impact Grantee's rights hereunder, and to pass and repass on, over and across the said Easement Areas, and to pass over the Grantor's Premises to and from the Easement Areas as reasonably required with personnel, vehicles and equipment for the lawful exercise of the rights granted herein. Provided that Grantee shall provide prior written notice of any work, including plans, to Grantor prior to commencing any work allowed by this Easement for prior written approval of Grantor, which approval will not be unreasonably withheld, and all such work shall be done in a workmanlike manner and at a time mutually agreeable to Grantee and Grantor. Written approval shall include the use of electronic mail.

Grantor reserves the right to relocate, in its sole discretion, the Easement Areas or Utilities at its sole expense. Grantor shall provide prior written notice of such relocation to Grantee. Grantor also expressly reserves the right to landscape the Easement Areas at its sole expense. Grantor shall provide prior written notice of such work to Grantee.

In exercising its reserved and other rights hereunder, Grantor shall not unreasonably materially interfere with Grantee's rights hereunder.

This is not homestead property of the Grantor.

City authority to grant this Easement is in Resolution R-23 _____
" _____ " passed by the City's Board of Aldermen on _____.

The City as grantor is exempt from real estate transfer tax pursuant to NH Rev 802.03(a).

EXECUTED by the undersigned duly authorized representative of the Grantor
this _____ day of _____, 2023.

CITY OF NASHUA

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

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH:

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by James W. Donchess the Mayor of the City of Nashua, on behalf of the City.

Commission expires:

Notary Public/Justice of the Peace
Printed Name:



RESOLUTION

AUTHORIZING THE SALE OF A TAX DEEDED PROPERTY LOCATED AT 1 EDWARDS STREET

CITY OF NASHUA

In the Year Two Thousand and Twenty Three

WHEREAS, the property located at 1 Edwards Street (Map 122, Lot 305) was obtained by tax deed by the City of Nashua on April 21, 2023, Hillsborough County Registry of Deeds Book 9695, Page 2797; and

WHEREAS, the Board of Aldermen has determined that the property should not be retained for public use.

NOW, THEREFORE, BE IT RESOLVED by the Board of Aldermen of the City of Nashua that the Mayor is hereby authorized to convey the parcel by deed pursuant to a purchase and sale agreement with Ann Ingalls, wife of the former owner Robert Ingalls, in a form substantially similar to the attached, in accordance with NRO Section 5-116 and applicable state law, including without limitation 80:80,VI. The Mayor, with the assistance of Corporation Counsel or retained counsel, is authorized to prepare and execute all necessary documents to effectuate the conveyance.

LEGISLATIVE YEAR 2023

RESOLUTION: R-23-164

PURPOSE: Authorizing the sale of a tax deeded property located at 1 Edwards Street

SPONSOR(S): Mayor Jim Donchess

COMMITTEE ASSIGNMENT: Committee on Infrastructure

FISCAL NOTE: The proceeds of the sale will reduce the outstanding delinquent tax liability owed to the City.

ANALYSIS

This legislation authorizes the sale of the tax deeded property located at 1 Edwards Street by a purchase and sale agreement pursuant to NRO 5-116 and RSA 80:80, VI.

RSA 80:80, VI states that the Board of Aldermen's power to dispose of property that has been taken by tax deed "as justice may require" shall include the power to "convey the property to a former owner, or to a third party for benefit of a former owner, upon such reasonable terms as may be agreed to in writing, including the authority of the municipality to retain a mortgage interest in the property, or to reimpose its tax lien, contingent upon an agreed payment schedule, which need not necessarily reflect any prior redemption amount. Any such agreement shall be recorded in the registry of deeds. This paragraph shall not be construed to obligate any municipality to make any such conveyance or agreement." RSA 80:80, VI (c).

Approved as to account structure, numbers, and amount:

Financial Services Division

By: 

Approved as to form:

Office of Corporation Counsel

By: /s/Celia K. Leonard

Date: September 20, 2023

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT made as of this _____ day of October, 2023, by and between **The City of Nashua**, a municipal corporation with an address of 229 Main Street, Nashua, New Hampshire, (hereinafter referred to as “SELLER”) and **Ann Ingalls**, of 1 Edwards Street, Nashua, New Hampshire, (hereinafter referred to as the “BUYER”).

The SELLER agrees to sell and convey and the BUYER agrees to buy the following described premises upon the terms and conditions hereinafter set forth:

1. Premises. SELLER’S interest in a parcel of land with buildings thereon located in Nashua, New Hampshire known as or described as 1 Edwards Street, Nashua, New Hampshire being Map 122 Lot 305 of the Nashua Tax Maps, as described in a certain Tax Deed recorded in the Hillsborough County Registry of Deeds in Book 9695, Page 2797 (the “Premises”).

2. Purchase Price. The purchase price for the described Premises shall be the base price of One Hundred Twelve Thousand Five Hundred Seventy-Nine and 87/100 Dollars (\$112,579.87) representing the amount of unpaid real property taxes due to SELLER for the Premises as of the date of Closing, together with any additional interest charged, any amount of expenses incurred for preparation of this Agreement, the Deed for this transaction, notice of deed and all interest, costs, and penalties as may be assessed by the City as permitted pursuant to NH RSA 80:89 and NH RSA 80:90 which shall be disclosed by SELLER prior to Closing, which shall be paid on the date of closing by wire transfer or bank draft.

3. Deed. The SELLER receiving such payments at the time and manner above-mentioned, shall execute, acknowledge and deliver unto the BUYER, a deed containing no covenants and makes no warranty or assurance as to good and marketable title. The Premises is sold subject to encumbrances, liens and charges, if any such exist.

4. **Title.** SELLER is not making and has not at any time made any warranties or representations of any kind or character, express or implied with respect to title. SELLER obtained title to the Premises through a tax deed and at all times during SELLER'S ownership, BUYER has occupied the Premises.

5. **Closing Date.** The parties agree that upon receipt of the Purchase Price the SELLER shall transfer title on or before November ____, 2023, at the City Hall of Nashua, unless another mutually agreed upon time and place shall be decided upon by both parties. At Closing, SELLER shall execute and deliver the deed. The parties agree that BUYER may at its own cost and expense engage a representative or title company to represent the Buyer at Closing at its sole discretion.

6. **Possession.** The Premises shall be conveyed subject to all tenants, and together with personal property as may exist on the Premises. BUYER occupies the Premises and SELLER has no knowledge of the tenants or personal property thereon. Transfer of SELLER'S ownership of the Premises to BUYER will be considered a release by both parties of liabilities of or any rights to either contribution or indemnification from the other for events occurring or circumstances concerning the Premises and ownership of the Premises by SELLER and BUYER.

7. **Realtor.** The parties agree that no realtor/broker brought about this sale, and each party agrees to indemnify and hold the other harmless from any brokerage claims brought in this transaction.

8. **Risk of Loss.** All risk of loss to the Premises prior to Closing by fire or other casualty or condemnation shall be on BUYER. In the event any such casualty, this Agreement shall stand and BUYER shall purchase the Premises. SELLER shall have no obligation to restore, repair or replace the Premises in the event of any casualty.

9. Liquidated Damages. Intentionally Omitted.

10. Proration. BUYER shall purchase the Premises subject to and assume liability for all real estate taxes, special assessments, utility bills, rents, water and sewage bills which may be due as of the date of Closing or become due following the date of Closing and indemnify SELLER for any claims by any vendor or provider of such taxes, services or utilities.

11. Property Included. The Premises shall be sold with all fixtures, to include all appliances, furnace and air conditioning units and all furnishings currently in the Premises all without representation or warranty as to the fitness or condition of the same.

12. Financing. This agreement is contingent upon BUYER obtaining financing for the purchase of the Premises.

13. Representations and Warranties. The Premises and personal property, fixtures, furnishings, and equipment therein are sold "AS-IS". Except as expressly set forth in this Agreement, it is understood and agreed that SELLER is not making and has not at any time made any warranties or representations of any kind or character, express or implied, with respect to the Premises the personal property, fixtures, furnishings and equipment therein, including, but not limited to, any warranties or representations as to habitability, merchantability, or fitness for a particular purpose or as to the physical, structural or environmental condition of the Premises or its compliance with laws.

BUYER acknowledges and agrees that upon Closing SELLER shall sell and convey to BUYER and BUYER shall accept the Premises and personal property, fixtures, furnishings and equipment therein at the time of the transfer "AS IS, WHERE IS, WITH ALL FAULTS", except to the extent expressly provided otherwise in this Agreement except as set forth herein, BUYER has not relied and will not rely on, and SELLER is not liable for or bound by, any express or

implied warranties, guaranties, statements, representations or information pertaining to the Premises or relating thereto (including specifically, without limitation, offering packages distributed with respect to the Premises) made or furnished by SELLER or any real estate broker or agent representing or purporting to represent SELLER, to whomever made or given, directly or indirectly, orally or in writing, unless specifically set forth in this Agreement. BUYER also acknowledges that the purchase price reflects and takes into account that the Premises is being sold "AS-IS".

BUYER represents to SELLER that BUYER has occupied the Premises and knows the condition of the Premises and the existence or non-existence or curative action to be taken with respect to any hazardous or toxic substances on or discharged from the Premises or any defects in the Premises known or unknown, and will rely solely upon said knowledge and not upon any information provided by or on behalf of SELLER or its agents or employees with respect thereto, other than such representations, warranties and covenants of SELLER as are expressly set forth in this Agreement. Upon Closing, BUYER shall assume the risk that adverse matters, including, but not limited to, construction defects and adverse physical and environmental conditions, may not have been revealed by BUYER'S investigations, and BUYER, upon Closing, and except for matters set forth herein which expressly survive the Closing, shall be deemed to have waived, relinquished and released SELLER (and SELLER'S officers, directors, shareholders, employees and agents) from and against any and all claims, demands, causes of action (including causes of action in tort), losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) of any and every kind or character, known or unknown, which BUYER might have asserted or alleged against SELLER (and SELLER'S officers, directors, shareholders, employees and agents) at any time by reason of or arising out of the physical and environmental conditions of

the land or improvements, any latent or patent construction defects, violations of any applicable laws and any and all other acts, omissions, events, circumstances or matters regarding the Premises. The provisions of this Section 13 shall survive the Closing or any termination of this Agreement.

14. Integration. All representations, statements, and agreements heretofore made between the parties are merged in this agreement, which alone fully and completely expresses their respective obligations, and this agreement is entered into by each party after opportunity for investigation, neither party relying on any statements or representations not embodied in this agreement, made by the other or on their behalf.

15. Applicable Law. The parties agree this agreement shall be interpreted and enforced according to the laws of the State of New Hampshire. The parties further agree that any action brought by either party to enforce the terms of this Agreement shall be filed in the Superior Court of Hillsborough County, New Hampshire, Southern District.

16. Persons Bound. This agreement shall be binding upon the heirs, devisees, executors, administrators, personal representatives, and assignees of both parties.

17. Notifications and Disclosures. By executing this Agreement, BUYER acknowledges that it has received, as applicable, the notifications and disclosures set forth in Exhibit A attached hereto, and has received and executed the Lead Paint Disclosure Attachment set forth in Exhibit B attached hereto.

18. Modifications. The terms of this Agreement may not be amended, waived or terminated orally, but only by an instrument in writing signed by both SELLER and BUYER.

19. BUYER Representation. BUYER represents and warrants that BUYER, other than financing as addressed in section 12 above, has all necessary consents and authority to sign

this Agreement and perform BUYER's obligations under the Agreement; that BUYER is not party to any litigation that could prevent or affect the purchase of the Premises; and that BUYER, in addition to any personal benefit, is purchasing the Premises for the benefit of her husband, Robert Ingalls. All representations of BUYER in this section 19 shall survive the Closing. BUYER understands and agrees that SELLER is relying upon the above representations in agreeing to sell the Premises to BUYER.

20. Assignment. BUYER shall not assign or transfer this Agreement or delegate any of its obligations or duties under this Agreement without the prior written consent of SELLER, which consent may be withheld in SELLER's sole discretion.

IN WITNESS WHEREOF, the parties have hereunto caused this agreement to be executed as of the day and year first above written.

SELLER:

CITY OF NASHUA

Witness

By: _____
Honorable James Donchess, Mayor

BUYER:

Witness

Ann Ingalls

EXHIBIT A

NOTIFICATIONS AND DISCLOSURES

1. Radon Gas and Lead Paint Notification (RSA 477:4-a).

“Radon Gas: Radon gas, the product of decay of radioactive materials in rock, may be found in some areas of New Hampshire. This gas may pass into a structure through the ground or through water from a deep well. Testing can establish its presence, and equipment is available to remove it from the air and water.”

“Lead Paint: Before 1977, paint containing lead may have been used in structures. The presence of flaking lead paint can present a serious health hazard, especially to young children and pregnant women. Tests are available to determine whether lead is present.”

2. Water Supply, Sewage Disposal and Other Disclosures (RSA 477:4-c, d).

(i) Water Supply System: MUNICIPAL

- (a) Type:
- (b) Location:
- (c) Malfunctions:
- (d) Date of Installation:
- (e) Date of Most recent Water Test:
- (f) Problems Experienced by SELLER:

(ii) Sewage Disposal System: MUNICIPAL

- (a) Size of Tank:
- (b) Type:
- (c) Location:
- (d) Malfunctions:
- (e) Age:
- (f) Date Most Recently Serviced:

(g) Name of Contractor Who Services System:

(iii) Insulation: Unknown

(a) Type:

(b) Location:

EXHIBIT B

LEAD PAINT DISCLOSURE ATTACHMENT

1.0 Lead Warning Statement Pursuant to 42 U.S.C. §4852d.

EVERY PURCHASER OF ANY INTEREST IN RESIDENTIAL REAL PROPERTY ON WHICH A RESIDENTIAL DWELLING WAS BUILT PRIOR TO 1978 IS NOTIFIED THAT SUCH PROPERTY MAY PRESENT EXPOSURE TO LEAD FROM LEAD-BASED PAINT THAT MAY PLACE YOUNG CHILDREN AT RISK OF DEVELOPING LEAD POISONING. LEAD POISONING IN YOUNG CHILDREN MAY PRODUCE PERMANENT NEUROLOGICAL DAMAGE, INCLUDING LEARNING DISABILITIES, REDUCED INTELLIGENCE QUOTIENT, BEHAVIORAL PROBLEMS, AND IMPAIRED MEMORY. LEAD POISONING ALSO POSES A PARTICULAR RISK TO PREGNANT WOMEN. THE SELLER OF ANY INTEREST IN RESIDENTIAL REAL PROPERTY IS REQUIRED TO PROVIDE THE BUYER WITH ANY INFORMATION ON LEAD-BASED PAINT HAZARDS FROM RISK ASSESSMENTS OR INSPECTIONS IN THE SELLER'S POSSESSION AND NOTIFY THE BUYER OF ANY KNOWN LEAD-BASED PAINT HAZARDS. A RISK ASSESSMENT OR INSPECTION FOR POSSIBLE LEAD-BASED PAINT HAZARDS IS RECOMMENDED PRIOR TO PURCHASE.

2.0 SELLER's Disclosure (initial where appropriate).

_____ Presence of lead-based paint and/or lead-based hazards (check one below):

Known lead-based paint and/or lead-based paint hazards are present in the housing (explain). _____

X SELLER has no knowledge of lead-based and/or lead-based paint hazards in the housing.

_____ Records and reports available to the SELLER (check one below):

SELLER has provided the BUYER with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below). _____

X SELLER has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

3.0 BUYER's Acknowledgment (initial where appropriate).

_____ BUYER has received copies of all information listed above.

_____ BUYER has received the pamphlet Protect Your Family from Lead In Your Home.

_____ BUYER has (check one below):

- Received a ten (10) day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based and/or lead-based paint hazards; or
- Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

4.0 Agent's Acknowledgment (initial where appropriate):

N/A Agent has informed the SELLER of the SELLER's obligations under 42 U.S.C. §4852d and is aware of his/her responsibility to ensure compliance.

5.0 Certificate of Accuracy:

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate. Each of the following parties has duly executed and delivered this LPDA prior to the execution and delivery of the above-referenced Agreement.

EXECUTED on the date(s) set forth below.

SELLER:

CITY OF NASHUA

By: _____
Honorable James Donchess, Mayor

Witness

BUYER:

Witness

Ann Ingalls



ORDINANCE

AUTHORIZING FREE HOLIDAY PARKING AT METERS IN ZONE III WHICH INCLUDES THE ELM STREET AND HIGH STREET PARKING GARAGES FROM DECEMBER 11, 2023 THROUGH JANUARY 1, 2024

CITY OF NASHUA

In the Year Two Thousand and Twenty-Three

The City of Nashua ordains that Part II “General Legislation”, Chapter 320 “Vehicles and Traffic”, Article XI “Parking Meters”, Section 320-47 “Parking meter and reserved space fees; permits; meter bags”, subsection A of the Nashua Revised Ordinances, as amended, be hereby further amended by deleting the struck-through language and adding the new underlined language as follows:

“§ 320-47. Parking meter and reserved space fees; permits; meter bags.

A. The parking fee for all . . .

(1) ...

(2) ...

(3) ...

(a) The parking fees in Subsection A(3) above, which includes the metered spaces in the Elm Street and High Street parking garages, shall not be enforced from ~~December 12, 2022 through December 31, 2022~~ December 11, 2023 through January 1, 2024.”

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

This ordinance shall become effective upon final passage.

LEGISLATIVE YEAR 2023

ORDINANCE: O-23-060

PURPOSE: Authorizing free holiday parking at meters in Zone III which includes the Elm Street and High Street parking garages from December 11, 2023 through January 1, 2024

ENDORSERS: Mayor Jim Donchess

COMMITTEE Committee on Infrastructure
ASSIGNMENT:

FISCAL NOTE: Estimated \$4,600 or less in lost meter revenue

ANALYSIS

This legislation authorizes free holiday parking at metered parking spaces in Zone III from December 11, 2023 through January 1, 2024, similar to the past several years. Monthly passes are not affected. Time limits as well as other parking violations will continue to be enforced during the free holiday period.

Approved as to form: Office of Corporation Counsel

By: Donna Clarke

Date: 19 September 2023



ORDINANCE

AUTHORIZING TRAFFIC CHANGES ON WOODWARD AVENUE

CITY OF NASHUA

In the Year Two Thousand and Twenty-Three

The City of Nashua ordains that Part II “General Legislation”, Chapter 320 “Vehicles and Traffic”, of the Nashua Revised Ordinances, as amended, be hereby further amended by adding the new underlined language in the appropriate alphabetical order as shown:

1. In Article III “Stop and Yield Intersections”, Section 320-4 “Stop intersections”, subsection D:

“§ 320-4. Stop intersections.

...

- D. The following intersections are hereby designated as stop or through streets, and authority is hereby granted for the erection of a stop sign at the corner so designated in accordance with the tenor of this chapter:

Stop Sign on	Sign Location	At Intersection of
...		
<u>Woodward Avenue</u>	<u>Northwest corner</u>	<u>Lewis Street”</u>

2. In Article VI “Speed Limits”, Section 320-23 “Speed Limit Signs”, subsection B:

“§ 320-23. Speed Limit Signs.

...

B. The following streets shall have a speed limit as indicated:

Name of Street	Speed Limit	Location
...		
<u>Woodward Avenue</u>	<u>25</u>	<u>Entire length”</u>

3. In Article VII “One-Way Streets”, Section 320-27 “One-way streets at all times”:

“§ 320-27. One-way streets at all times.

The following streets are hereby designated as one-way streets:

Name of Street	Direction of Travel	Location
...		
<u>Woodward Avenue</u>	<u>Southeasterly</u>	<u>From Gilman Street to Lewis Street”</u>

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

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

LEGISLATIVE YEAR 2023

ORDINANCE: O-23-061
PURPOSE: Authorizing traffic changes on Woodward Avenue
ENDORSERS: Alderman Alex Comeau

COMMITTEE Committee on Infrastructure
ASSIGNMENT:

FISCAL NOTE: Materials, Labor and Vehicle Overhead: \$548

ANALYSIS

This legislation establishes the portion of Woodward Avenue from Gilman Street to Lewis Street as a one-way street in a southeasterly direction, authorizes a stop sign on one side of Woodward Avenue at its intersection with Lewis Street, and establishes a 25 m.p.h. speed limit on Woodward Avenue.

NH RSA 265:63 allows the board of aldermen to pass this legislation if the board determines, on the basis of an engineering or traffic investigation, that the prima facie speed normally permitted by NH RSA 265:60 and NRO 320-23 is greater or less than is reasonable and safe under the conditions found to exist upon these streets. The speed limit for these streets may not be decreased to less than 25 mph. NH RSA 265:63.

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 Traffic Engineer to determine if this ordinance is in compliance.

Approved as to form: Office of Corporation Counsel

By: Douglas Clarke

Date: 21 September 2023